

## PART A - ARTICLES OF GENERAL APPLICATION

### A1 - RECOGNITION AND APPLICATION

- A101 **Bargaining Unit** The Producer recognizes the Guild as the exclusive bargaining agent of Performers as defined in this Agreement with respect to all minimum terms and conditions provided for by this Agreement. It is further recognized that the Guild has exclusive jurisdiction over all Productions in Canada, save and except Programs produced in the French language.
- A102 This Agreement sets forth the minimum rates and working conditions under which Performers may be engaged in recorded Productions produced by any method in Canada or on-location outside Canada.
- A103 The terms of this Agreement are the result of negotiations between representatives of the Associations and the Guild. Each Producer who agrees to adhere to this Agreement shall sign a Letter of Adherence to this Agreement signifying acceptance of the rates and conditions contained herein (see *Appendix I*). It shall be executed in any number of counterpart originals, each counterpart signed by a Producer having the same effect as an original.
- A104 **Administration of Agreement** This Agreement shall be administered jointly by the Guild and the Associations in all its facets on a principle of equality between the Guild and the Associations in all matters pertaining to the administration of the Agreement's provisions. Questions regarding interpretation of the meaning of the clauses in this Agreement may be directed to any of the Associations or to the Guild. Neither of the parties shall give interpretations binding upon the other without the written agreement of the other.
- A105 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to Productions produced pursuant hereto, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.
- A106 **Rights of Producer** Except to the extent specifically modified in this Agreement, all rights and prerogatives of management, administration and direction are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producer's rights shall include:
- a. the right to maintain efficiency, discipline and order, and to discipline and discharge Performers in accordance with this Agreement; and,
  - b. the right to select and hire Performers and other personnel; the right to establish the methods and means of Production, including determining the qualification of

personnel, the hours and dates personnel are required, and the location and standards of performance; methods used to ensure security of the Producer's property; and generally the right to conduct its business the most effective way it sees fit, without interference.

**A107 Preservation of Bargaining Rights** The terms of Article A1 shall be subject to and read together with the provisions of *Appendix 10*.

## **A2 - EXCLUSIONS**

**A201** A Performer means a person who is engaged to appear on-camera or whose voice is heard off-camera in any manner whatsoever, but specifically does not include:

- a. A member of the armed forces of Canada when appearing in any Program primarily for the purpose of displaying military ceremony or for the purpose of recruitment, education or information relating to the armed forces.
- b. Children under the age of sixteen (16) without professional status, appearing as themselves in a Program.
- c. A person performing as an instrumentalist, musician or conductor of a band, chorus or choir, who is within the jurisdiction of the American Federation of Musicians.
- d. A member of the public appearing incidentally as part of a public event or as a member of a studio audience, providing such person does not receive individual coaching or direction.
- e. A person or persons performing their regular employment duties or professional duties (other than Performers) at their regular place or places for performing such duties; or persons pursuing their normal activities in or about their place of abode, except where such person or persons are rehearsed or directed so as to provide individual characterization.
- f. A contestant participating in a quiz Program or game Program, except where such contestant is rehearsed to develop an individual characterization.

**A202** The following persons shall be excluded from the rates and conditions of this Agreement in production of Documentary and Industrial Programs only:

- a. Persons holding or candidates for public office.
- b. Non-professional choirs, choruses, dancing groups and other non-professional groups of ethnic, religious, educational, cultural, or philanthropic organizations, not operated for the profit of its individual members.
- c. Persons appearing in a single Production in relation to news, education or public affairs, or because they are specialists whose regular employment or whose activity is

in the field in which they report or comment such as government employees, college professors, or members of a recognized profession provided, however, that they shall be limited to three (3) occasions in any calendar year.

- d. Members of the armed forces; inmates of institutions such as schools, hospitals, or prisons; or undirected and unpaid members of the public.

A203 When a member of the Guild is engaged in the above excluded categories, the rates and conditions of this Agreement shall apply to such members, but the participation in a Production of a Guild member, in an excluded category, shall not require the qualification of non-Guild participants in that Production who appear in excluded categories. This clause shall not apply to a Guild member engaged in the above excluded categories of A201 a., c., d. or A202 a. or d. The Producer may request the Guild to waive the application of the Agreement when a Guild member is engaged in the categories of A201 e. or f.

### **A3 - PERFORMER DEFINITIONS**

- A301 *Actor* means a Performer engaged to speak or mime ten or fewer (10) lines of dialogue, or whose performance constitutes an individual characterization notwithstanding the absence of dialogue.
- A302 *Animation Performer* means a Performer engaged to voice a role or roles in an animated Production or Productions.
- A303 *Announcer* means a Performer engaged to deliver continuity or a message other than a commercial.
- A304 *Background Performers* See Part C, Article C2, for definitions.
- A305 *Cartoonist* means a Performer who draws cartoons or caricatures as part of a performance. A Cartoonist shall be categorized as a Principal Actor.
- A306 *Choreographer* means a Performer who creates and/or stages dance numbers.
- A307 *Chorus Performer* means a Performer engaged to appear in a Program in any combination of two or more of the categories of Group Singer, Group Dancer or Actor.
- A308 *Dancer* means a Performer who performs choreographed dancing, swimming or skating, either alone or with others.
- A309 *Group Dancer* means one (1) of two (2) or more Dancers, except duos engaged in dance.
- A310 *Group Singer* means one (1) of two (2) or more Singers except duos.

- A311 *Host* means a Performer who introduces or links segments of a Program. Included among the categories of "Host" are:
- a. Master of Ceremonies
  - b. Moderator
  - c. Quiz Master
  - d. Interviewer
- A312 *Model* means a Performer engaged to display or physically illustrate a product, idea or service.
- A313 *Narrator or Commentator* means a Performer other than an Animation Performer engaged to perform narrative material or commentary on- or off-camera.
- A314 *Off-Camera Performer* means a Performer other than an off-camera Narrator or Commentator or Animation Performer engaged to execute or interpret a role in a dramatic form of presentation off-camera.
- A315 *Panelist* means a member of a group expressing an opinion.
- A316 *Performer* See Article A201 for definition.
- A317 *Principal Actor* means a Performer engaged to speak or mime eleven (11) or more lines of dialogue, or an Actor engaged to perform a major role without dialogue (e.g. screenplay "Johnny Belinda").
- A318 *Puppeteer* means a Performer who manipulates hand puppets or marionettes and in this definition "manipulating" means the movement, placing and positioning of a puppet, or marionette.
- A319 *Singer* means a Performer engaged to sing either alone or with others.
- A320 *Specialty Act* means any act either individual or a group, which is available except for camera rehearsals as a rehearsed entity ready for performance prior to an engagement.
- A321 *Sportscaster* means a Performer who does play-by-play description of a sporting event or who reports or announces what has transpired, is transpiring or is to transpire in the sporting field, or an Announcer specializing in sports or commenting thereon.
- A322 *Stunt Performer* means a Performer specially trained and knowledgeable in the engineering of and the performance of stunt work, as the term is generally understood in the industry, relating to a performance which would be considered dangerous if not performed by a Performer with such special training.
- A323 *Variety Principal* means a Performer engaged to appear in any combination of the categories Actor / Singer / Host / Dancer.

A324 *Vocal or Dialogue Coach* means someone engaged to coach Performers either in vocal or script delivery techniques.

A325 **Gender and Number** Where the context so requires, the feminine gender shall include the masculine or neuter, and the masculine or neuter the feminine and the singular shall include the plural and the plural the singular.

#### A4 - DEFINITION OF TERMS

A401 *Above Minimum Fee* means the fee or fees which a Performer has contracted at rates in excess of the minimum fees and terms provided in this Agreement. The negotiation of a performance fee or fees at above minimum fees may or may not apply to overtime fees, other work fees, residual and prepaid use fees, penalty provisions, and any other additional or supplementary fees, depending on what is stipulated in the individual contract between the Performer and the Producer.

A402 *ADR* see Post Synchronization

A403 *Audition* means the visual and/or oral auditioning with or without cameras of a Performer or a group of Performers for the purpose of determining her or their value or suitability for a specified performance.

A404 *Availability Enquiry* means an approach to a Performer regarding her interest and/or availability for an engagement.

A405 *Billboard* means an off-camera qualifying message on behalf of an advertiser that contains descriptive selling words or phrases qualifying the actual mention of the advertiser's name, product, services or outlets and occurs either at the opening or closing of a program.

A406 *Booking* means notification to a Performer and acceptance by her of an engagement on a definite date or dates.

A407 *Bumper* means a short non-commercial announcement in the nature of "we'll be right back".

A408 *Cable Television* means the exhibition of a Production on television by means of cable, satellite, master antenna, or any combination thereof, where the signal embodying the Production is packaged with other signals comprising simultaneously re-transmitted over-the-air broadcast signals, and the package is made available to subscribers for a subscription rate sometimes known as a "basic cable" subscription fee. Cable Television use does not include Network Television, Syndicated Television or Pay Television.

A409 *Call* means the place and hour of commencement of work for a Performer.

A410 *Compact Devices* means the distribution of a Production by manufacturing and selling or renting copies of a Production on tape, disc, cassette, laser disc, CD-ROM or any other similar format intended primarily for private, in-home exhibition.

- A411 *Contracted Fee* means the fee for services contracted and the guaranteed work time specified in the contract of the individual Performer.
- A412 *Distant Location* means a location on which a Performer is required to remain away and be lodged overnight.
- A413 *Documentary Program* means an information Program that is not designed to be purely entertainment and which may include drama or variety techniques in achieving its information goal.
- A414 *Domestic Run* means the Use on television of a Program, either simultaneously or not, once in any or all cities or areas in Canada served by television stations. (NB A Use on an English and French station in the same city or area does not constitute a re-run.)
- A415 *Dubbing* means the voice synchronization by a Performer off-camera to match the performance of a Performer in an existing Program originally produced in a language other than English.
- A416 *Educational Television* means curriculum based Production.
- A417 *Episode* means one Program, complete in itself but forming part of a Series.
- A418 *Free Television* means exhibition defined as Network and/or Syndicated Television.
- A419 *Gross Fee* means total compensation paid to a Performer during Production exclusive of monies paid by a Producer for expenses, such as per diem allowances or travel costs as agreed.
- A420 *Industrial Program* means a Program which is not less than three (3) minutes in length and which is produced to promote directly or indirectly the image of an organization or to promote the use of its products or services, or to offer training in the use of its products or services, or to provide education or instruction, but is not intended for broadcast on television.
- A421 *Interstitial* means filler material which in itself does not constitute a Program and which is produced (excluding commercials, billboards and Public Service Announcements) for the purpose of filling short periods of time between main items of programming on Pay or Cable Television.
- A422 *Line of Dialogue* means a line of script of ten (10) words or less including directed but unscripted dialogue.
- A423 *Lip Synchronization* means the voice synchronization by a Performer off-camera to match the on-camera performance of another Performer. Incidental use of other languages in a Production will be considered lip synching.

- A424 *Mini Series* means a single Program (i.e. a Single Unit) of predetermined length intended for broadcast in segments which Program has a single essential storyline beginning in the first segment and concluding in the last.
- A425 *Nearby Location* means a location outside of the studio zone on which Performers are not lodged overnight but return to the studio at the end of the work day.
- A426 *Net Fees* means the fees which are earned by a Performer on days during which Performers work in front of the camera or microphone, including blocking and ADR and which are used for the purpose of calculating residuals and Use Payments, but for greater certainty:
- a. The following fees are **included** in the calculation of *Net Fees*: Fees earned for the minimum eight hour work day and any rehearsal, makeup/hairdress/wardrobe, and overtime on such day. For clarity, fees earned on a contracted day of work in which a Performer reports for work, but does not actually go in front of the camera or microphone, for whatever reasons (delay caused by technical difficulty, etc.) shall be considered to be part of *Net Fees*.
  - b. The following are **excluded** in the calculation of *Net Fees*: prop shots, meal penalties, travel time (except when travel is part of an eight hour work day), penalties for violation of the Rest between Days (A1301), rehearsals and reading sessions (except, as in a. above, on a work day), cancellations or postponements that are in accordance with A19, Hold Overs on Location (A1801), talent auditions fees, late payment penalties, wardrobe fitting or special make-up (except, as in a. above, on a work day), and expense monies, such as per diem allowances, travel costs as agreed etc..
- A427 *Network Television* means any Canadian network so recognized by the CRTC and any American network so recognized by the FCC.
- A428 *Non-Theatrical* means the distribution in all formats in all media save for Theatrical, Network Television, Syndicated Television, Pay Television, Cable Television, and Compact Device distribution, except Uses contemplated in B302 of this Agreement.
- A429 *Pay-Television* means the exhibition of Programs on a television receiver by a Pay-Television network operator distributed by means of broadcast, cable, closed circuit, Direct Broadcast Satellite (DBS) or any other form of distribution whether in conventional, scrambled, encoded or otherwise altered form where there is a requirement that the audience shall make a payment to receive such Program. Such payment may be in the form of (i) a separate amount for each Program or portion thereof, or (ii) a payment to receive a dedicated Pay-Television channel which payment is made either in addition to regular Cable Television subscription fee, or to the proprietor of a free standing microwave distribution system or a satellite master antenna television distribution system (SMATV) which distributes the said channel. Exhibition in theatres or comparable places is theatrical exhibition and shall not be considered Pay-Television.
- A430 *Pilot Program* means a Program which is produced as one of a projected Series to enable the Producer to determine whether the Producer will produce the Series at a later date.

- A431 *Post-Synchronization* (or ADR; i.e. Additional Dialogue Replacement) means the voice synchronization by a Performer of his/her voice to his/her own on-camera performance.
- A432 *Producer* means the individual, company, corporation or organization which controls, administers, directs and is responsible for the Production of any Program, whether or not she or it is or will be an owner of copyright of the finished Program. See also Articles A1 and Appendix 10.
- A433 *Production / Program* includes the creation of any audio/visual work embodying the services and results of Performers whether such work is fixed on film, tape or otherwise and includes, but is not limited to each Episode of a Series, a Pilot, etc., regardless of the method of delivery.
- A434 *Public Service Announcement* means a short recorded announcement for which the showing or broadcast time is donated by the exhibitor or broadcaster.
- A435 *Reading Session* means when Performers attend a script reading session with other cast members for the benefit of the writer and/or director.
- A436 *Rehearsal* means when Performers attend a rehearsal session with or without other cast members for the benefit of the Producer, writer and/or director.
- A437 *Residual Market* means a market in which the Production is exploited, apart from the market that is included in the Declared Use.
- A438 *Risk Performance* means the undertaking of any action by a Performer (other than a Stunt Performer engaged to perform a Stunt or Stunts) which action could be considered dangerous and beyond the Performer's general experience or the placing of the Performer in a position which would normally be considered hazardous.
- A439 *Role* means the part to be portrayed by a Performer as an individual characterization.
- A440 *Series* means a number of Episodes produced as a group to be presented in a regular pattern.
- a. *Episodic Series* means a Series held together by the same title or identifying device common to all of the Episodes, plus a character or characters common to many or all of the Episodes.
  - b. *Serial* means a Series in which the same characters carry on a continuing narrative.
  - c. *Anthology Series* means a Series each Episode of which contains a separate complete story or other complete Program entity, without a character or characters common to each of the Episodes but held together by the same title, trade name or mark or identifying device or personality common to all of the Episodes. A continuing Host shall not be considered a character common to each of the Episodes.
- A441 *Substantial Snack* means a selection of food items to make sandwiches, as well as a selection of hot and cold beverages. The occasional provision of prepared sandwiches shall not



constitute a breach of this Article. During the winter, at least one food item shall be hot or warm (e.g. soup).

A442 *Syndicated Television* means exhibition on television, broadcast by UHF or VHF, other than Network Television.

A443 *Uses* means the exhibition or broadcast of a Production on:

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| <ul style="list-style-type: none"> <li>a. Free Television:</li> <li>b. Cable Television</li> <li>c. Pay Television</li> <li>d. Theatrical</li> <li>e. Non-Theatrical</li> <li>f. Compact Devices</li> <li>g. Educational</li> </ul> | <ul style="list-style-type: none"> <li>i. Network Television (A or B Time)</li> <li>ii. Syndicated Television (A or B Time)</li> </ul> |
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In Canada and Foreign (other than the U.S.): A Time means 19h30 to 00h59  
 B Time means 01h00 to 19h29

In the United States of America: A Time means 20h00 to 22h59  
 B Time means 23h00 to 19h59

The purchase of "A" time includes any "B" time use.

A444 *Variety Program* means a Program that consists of songs, music, dances, sketches, vignettes, blackouts and similar material, ordinarily as a mixture of some or all of such elements.

## A5 - OBLIGATIONS OF PRODUCERS

A501 **Preference of Engagement** The Producer agrees to give preference of engagement to members of the Guild. For the purposes of this Article, Apprentice members shall be considered to be members of the Guild.

A502 **Equal Opportunity Policy**

- a. The Producer will not discriminate against any Performer because of age, race, sex, creed, colour, sexual orientation or national origin. In accordance with this policy the Producer will make every effort to cast Performers belonging to all groups in all types of roles, so that the composition of Canadian society may be portrayed realistically. The Performer agrees that he will not discriminate against any Producer or fellow Performer or refuse to work for any Producer or with any Performer because of age, race, sex, creed, colour, sexual orientation or national origin.
- b. All roles in a Production shall be open to all Performers regardless of age, sex, race, creed, colour, sexual orientation or national origin, except those roles which may be

- restricted because of specific requirements. In initiating casting sessions, Producers shall indicate, as known, those roles which are so restricted.
- c. Demographic breakdown sheets provided by the Guild shall be made available by the Producer to Performers for completion. The Producer will forward the completed sheets to the Local Guild Office.

### A503 **Freedom from Personal Harassment**

- a. The Producer shall use its best efforts to maintain a working environment which is free from sexual / racial / personal harassment.
- b. For the purposes of this clause *sexual harassment* includes:
  - i. unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted;
  - ii. implied or expressed promise or reward for complying with a sexually oriented request;
  - iii. implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; and
  - iv. sexually oriented remarks and behaviour which may reasonably be perceived to create a negative psychological and/or emotional environment for work.
- c. For the purposes of this Article, *racial harassment* includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct shows disrespect or causes humiliation to a Performer because of his race, colour, creed, ancestry, place of origin or ethnic origin.
- d. For the purpose of this Article, *personal harassment* includes in any behaviour in the work place that is directed at, and is offensive to a Performer or endangers that Performer or undermines their performance on the job or threatens the economic livelihood of that Performer.
- e. When an aggrieved Performer (*Complainant*) believes that this Article has been breached in any way, the Complainant shall immediately make their disapproval known to the individual whose conduct is in question (*Respondent*), and report the incident to a representative of the Guild. The Guild representative shall make the complaint known to a representative of the Producer, who shall meet with the Respondent and ask for an explanation.
- f. If the Complainant is not satisfied that the situation has been resolved, or if the harassment continues, the Complainant may request that the issue be referred to a Joint Standing Committee. The Respondent may have a representative of his bargaining unit present if he so desires. The Joint Standing Committee shall observe

the same procedures as outlined in Article A10, except that the meeting shall be convened within 72 hours of the notice being filed with the Guild and the Producers Associations.

- g. Where the Joint Standing Committee concludes that this Article has been breached it may, to the extent that the following remedies are possible:
  - i. direct that the Complainant not be required to continue to work in proximity to the Respondent;
  - ii. direct that the Respondent be reassigned to another department or hours so as to limit the access to the Complainant;
  - iii. direct that the Respondent pay the Complainant compensation for any demonstrable losses following from and reasonably connected to the harassment complained of; and
  - iv. impose a remedy that is designed to affect only the Complainant and/or Respondent and not any other person.
- h. Due to the sensitive nature of these types of complaints, all parties shall address and resolve these complaints promptly and confidentially.

**A504 No Requirement for Guild Members to work with Non-Members** The Producer shall not require a Performer to work in any Production with anyone who is not either a member or the holder of a work permit issued by the Guild. However, a Performer may participate in any Production with persons covered by the exclusions of this Agreement (see Article A201).

**A505 Artistic Competence** The Producer assumes the risk of artistic competence of a Performer.

**A506 Production Information** The Producer shall submit to the nearest local Guild office not later than forty-eight (48) hours whenever possible, and in any event not less than twenty-four (24) hours, prior to the first scheduled working day, the following information when known:

- a. Name of Producer
- b. Title of Production
- c. Production dates and location
- d. Cast list of Performers
- e. Persons or groups for whom work permits are required
- f. Name of Production liaison (see A514)
- g. Names of all children engaged
- h. Names of Performers engaged to appear nude
- i. Total Cast Budget

- j. Script (excluding series scripts unless requested by the Guild)
- k. Casting Notices (if requested by the Guild)
- l. Description of Stunts (if requested by the Guild)
- m. Contracts for Non-Canadian Performers, entered into by the Producer, except for those contracts which the Producer has filed with a foreign guild or union, with which the Guild has a reciprocal agreement (as soon as possible)
- n. Distributors Assumption Agreement, when available (*Appendix 7* - as provided for in Part B).

A507 **Minimum Terms and Conditions** This Agreement represents minimum rates and working conditions. No Performer shall be compensated at rates or fees less than those provided herein or subject to working conditions that are less favourable than the provisions of this Agreement.

A508 **Right to Negotiate Above Minimums** The Producer shall not restrict the right of the Performer to negotiate terms (including rates or fees) and conditions in excess of the minimum provisions of this Agreement. Oral and/or written notices advising that the Producer is offering minimum fees only may not be issued.

A509 **Protection of above Minimum Terms** Performers engaged at terms or conditions in excess of the minimum provisions of this Agreement shall be entitled to exercise all the benefits and protection of the provisions of this Agreement.

A510 **Assignment of Fees** All payments shall be made directly to the Performer unless written authorization has been received by the Producer from such Performer authorizing payment to another party or in the event of a court order.

A511 **Access to Studio or Location** The Producer shall allow a Guild representative access to sets and locations upon reasonable notice to verify compliance with the terms of this Agreement. Any such access shall not interfere with the production schedule.

A512 **Contracting Out** The Producer shall require any "subcontractor" who she engages to make a Production in Canada to apply rates which are not less than the rates set forth in this Agreement and to adhere to all the other terms and conditions of this Agreement. This requirement shall be a condition of engagement of such an independent Producer.

A513 **Production Records** The Producer shall maintain adequate records with respect to Performers. Such records shall include the following:

- a. Name of Performers engaged and categories of performance,
- b. Date or dates of services rendered by Performers,
- c. Amount paid for such services,
- d. Time Sheets,

- e. The name and number of the Program or Episode (where applicable),
- f. The date of the first use in each medium when known,
- g. Any re-use of a Program, by providing dates and nature of re-use and payments made to the Performers concerned,
- h. Daily call sheets (if such call sheets are not available, such information as normally included in the call sheet(s) will be supplied to the Guild or its designated representative),
- i. Updates of the shooting schedule,
- j. Calculation sheets.

A514 **Production Liaison** The Producer shall advise the Guild of the name of the person having responsibility for Production liaison with Performers engaged for a Program. The Production liaison shall attempt to redress Performer complaints and shall work with the Guild Steward to resolve disputes.

A515 **Performer Work Report** Where requested by the Guild the Producer shall furnish the Guild with a copy of such information relating to any Performer concerning any or all of the aforementioned matters. To facilitate the maintenance of such information, the Producer shall be supplied with "Performer Work Report" forms by the Guild as reproduced in *Appendix 2*, and shall ensure that such forms shall be available to the Performers at the location of work.

A516 **Security for Payment**

- a. The Guild is entitled to require a Producer to post, no sooner than thirty (30) days prior to the commencement of work by the Performers, a security for payment sufficient to cover two (2) weeks' Performer payroll (to be based upon the Production schedule provided by the Producer) and the insurance and retirement payments. The security for payment may take the form of a cash deposit to be held in trust by the Guild in an interest-bearing account, and all accrued interest shall be the property of the Producer, or at the Producer's election, the security for payment may take the form of one or more irrevocable letters of credit in favour of the Guild, drawn on a Canadian chartered bank. The face of the letter of credit shall specify that:
  - i. The Guild shall be entitled, upon written notice to the Producer, to draw down on the letter of credit. The notice shall stipulate the amount claimed and that such amount is due to the Guild as a result of default by the Producer of its payment obligations as specified in the Agreement;
  - ii. the said letter of credit shall have a term commencing not sooner than thirty (30) days prior to the commencement of work by the Performers and terminating at a mutually-agreed date after the completion of principal photography;

- iii. in the event of a dispute involving outstanding payments due under this Agreement, the Producer agrees to re-issue a letter of credit or to post a cash bond in an amount equal to those amounts in dispute for as long as those amounts remain in dispute.
  - iv. when a *bona fide* dispute arises, all remedies and recourse provided by this Agreement shall be exhausted, or an Arbitrator shall rule in favour of the Performer prior to any disbursement from the letter of credit.
  - v. A Security Agreement or Agreements, as provided for in Article B516, shall be supplied to the Local Guild Office prior to the release of the letter of credit.
- b. The provisions of iii. iv. and v. above shall apply equally to a cash bond.

#### A517 Corporate Guarantee

- a. Notwithstanding Article A516 a., an *Established Producer* as defined herein shall not be required to post as security a cash deposit, letter of credit or bond, but shall instead be entitled to provide to the Guild with a corporate guarantee in the form set out in *Appendix 3*.
- b. An *Established Producer* shall mean a Producer:
  - i. whom the CFTPA or APFTQ confirms by written notice to be a member in good standing;
  - ii. who has maintained a permanent active production entity with established offices and staff for the previous four (4) years, and has engaged Guild members for a minimum of eight hours of completed programming; and
  - iii. who has had a good track record for payment of Guild members, excluding minor infractions.
- c. The Producer shall give the Guild notice no later than thirty (30) days prior to the start of principal photography of its intention to provide a corporate guarantee and shall contact the Guild within five days of giving such notice to discuss the form of such guarantee.
- d. Should the option for a corporate guarantee be denied, a timely request having been made, the Producer shall have recourse to the following appeal procedure:
  - i. the Guild shall meet with the Producer within five (5) business days of denial of a request;
  - ii. an appeal committee shall be formed which will consist of the National Executive Director (Performer's Guild) and a representative of the CFTPA;

- iii. should there be no consensus at this meeting, the Producer shall post the cash bond required by the Guild as a gesture of good faith pending the outcome of presenting its case in front of the Joint Standing Committee as set out in Article A10 of the Performer Agreement; and
- iv. should the Joint Standing Committee rule in the Producer's favour, the Guild will immediately return the cash bond, with interest if applicable, and accept the alternative security payment agreed to by the Joint Standing Committee.

A518 **Work Report** When a Performer and a Producer's representative sign the work report (*Appendix 2*) the representative of the Producer shall, if presented with it at the same time, sign the Performer's personal time record (i.e. diary). A copy of the work report shall be sent to the Local Guild Office.

A519 **Injury to a Performer** The Producer shall advise the Guild at the earliest opportunity of any injury to a Performer on set or on location.

A520 **Indemnity to Performer** The Producer shall indemnify the Performer against all legal costs and any judgement arising out of a performance based upon a script supplied to him by the Producer and performed by the Performer as directed by the Producer, provided the Performer cooperates with the Producer in both notifying the Producer of any threatened action and of the commencement of any proceedings, and in the defence of any action; and further provided that the Performer makes no admission of liability without the prior authority of the Producer.

A521 **Provision of Video** If requested by the Guild in writing, the Producer shall provide to the Local Guild Office, (in a timely manner, but in any event no earlier than the date on which the Production is first broadcast in Canada) a video cassette recording of the Production at the Guild's sole cost and expense. The Guild shall only utilize such video for internal purposes and such video shall not be duplicated or provided to any person (whether an employee or otherwise affiliated with the Guild) except as required to administer this Agreement.

## A6 - OBLIGATIONS OF THE GUILD AND PERFORMERS

A601 Except by prior agreement with the Associations, the Guild shall not enter into any agreement with any Producer in independent Production at rates or terms more favourable to such Producer than those set forth in this Agreement, and shall not permit Performers to be engaged at rates less than those provided for herein or at terms more favourable to such Producer than those set forth herein.

A602 **Professional Conduct** The Guild undertakes to require and maintain professional conduct from Performers engaged to perform under the provisions of this Agreement. In the event that unprofessional conduct of one or more Guild members engaged under the provisions of this Agreement jeopardizes the day's production, the member or members, subject to the grievance procedure, may be found to be in breach of this Agreement and may be directed by a Joint Standing Committee or by a duly-appointed Arbitrator to provide compensation.

- A603 **Failure to Fulfil Engagement** When a Performer does not fulfil a contracted engagement which causes a cancellation, postponement or a delay of Production and subject to the grievance procedure, the Performer may be required to forfeit his fee, except where the Performer's failure to fulfil such an engagement is caused by illness (subject to A1909) or other reason beyond the control of the Performer. Certification of illness must be supplied if requested by the Producer. The Producer shall not withhold any of the Performer's fee pursuant to this Article, but may pay the disputed amount to the Guild, in trust, pending the determination of the Joint Standing Committee of whether there has been a breach of the contract by the Performer. The Joint Standing Committee will meet within seven (7) days of a dispute arising under this Article.
- A604 **Performers to Report** Performers shall report to the Producer or her representative before leaving the studio or location following the completion of scheduled work. The Performer shall sign a Performers work report as provided in A515 and shall ensure that a representative of the Producer also signs the same record. In the event of a dispute, the Performer shall report such dispute to a Guild steward or the nearest Local Guild office. Should the Producer require the services of the Performer for a further period of time, the Performer shall accept such further engagement, provided it does not conflict with some previously arranged engagement.
- A605 **Appointment of Steward** The Guild may, as the occasion demands, appoint a full-time steward or an in-cast steward or both to generally enforce and administer the provisions of this Agreement at the studio or on location on behalf of the Guild.
- A606 **Performer's On-set Obligations** A Performer shall at all times report to the set or location ready to work at the time of his call. The Performer is required to know his lines of the scenes listed on his call sheet at the time of arriving on the set or at the location. Performers will at all times comply with the reasonable requests and instructions of the Producer or his representative. The Performer will be reasonably familiar with the terms of this Agreement.
- A607 A Performer shall identify to the ACTRA Steward any perceived breach of this Agreement in order that the ACTRA Steward may give the Producer the opportunity to remedy such perceived breach at the earliest opportunity in the spirit of this Agreement.
- A608 **Injury Reports** The Performer must advise the Producer at the earliest opportunity of any injury and or any inability to fulfil contracted obligations.

## A7 - QUALIFICATION OF PERFORMERS

- A701 **Preferential engagement of Guild members** In accordance with A501, preference of engagement shall be given to Guild members. However, after making reasonable efforts to comply and having established that a person who is not a member of the Guild is required in a Production, an application shall be made for a work permit at the Local Guild Office at least forty-eight (48) hours prior to the commencement of work, and the following procedure will apply for the issuance of work permits:



- a. Principal Performers who are Canadian citizens or landed immigrants shall pay \$130.00 for the first week of production on any Program for which the Performer is engaged. For the second and each subsequent week for which Performer is engaged, a work permit fee of \$65.00 shall be paid by the Performer.
- b. Other Performers (except Performers in Background Performer categories) who are Canadian citizens or landed immigrants shall pay \$105.00 for the first week of Production on any Program for which the Performer is engaged. For the second and each subsequent week, a work permit fee of \$45.00 shall be paid by the Performer.
- c. Subject to the other provisions of this Article, when a work permit is issued to a Performer who is not a Canadian citizen or landed immigrant and not a member of the Guild, the fee for such work permit shall be \$225.00 for the first week and \$175.00 for each subsequent week of recorded performance for which the non-Canadian Performer is engaged.

Note: For the purposes of clarification, a *week* as used in A701 a., b. and c. is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

**A702 U des A members** The engagement of members of the Union des Artistes will be governed by the reciprocal agreement between the Guild and the Union des Artistes.

**A703 Engagement of Non-Canadians**

- a. In order to maintain a permanent Canadian film and television production industry capable of producing high quality Canadian Productions for the use of audiences in Canada and elsewhere, the Producer agrees that the progressive development of a pool of Canadian talent of all kinds should be encouraged.
- b. The Producer agrees that Canadian Performers should be given the opportunity to play leading and challenging roles in all areas of film and television production.
- c. Notwithstanding the provisions of A704 and A705, this Article may not apply (at the discretion of the Guild which will in each case advise the Associations prior to the Guild making such a decision) in the instance of an "on-location Production" which is being undertaken in Canada by a non-resident Production company. However, the Producer agrees that all other terms and conditions of this Agreement shall apply in all respects to such "on-location Production".

**A704 Feature Productions** The following procedures shall govern the issuance of work permits for non-Canadian Performers in feature Productions:

- a.
  - i. One (1) non-Canadian may be engaged for a feature Production, and
  - ii. A second (2nd) non-Canadian may be engaged only if a Canadian Performer receives billing that is not less than the second (2nd) most prominent cast billing, and such Canadian Performer is one of the two highest paid Performers in the cast.

For the purposes of A704 *Feature Production* means a Production (excluding a Variety Production) the length of which is seventy-five (75) minutes or more, and *Canadian Performer* means a Performer who is either a citizen of Canada or a permanent resident of Canada.

- b. Notwithstanding the provisions of A704 a., the Guild recognizes that it may be necessary in certain Feature Productions for the Producer to allocate billing to one Performer and compensation to a different Performer. In such circumstances, the Producer may make application to the National Executive Director of the Guild for consideration of such requirements. The application shall include the script, proposed roles, billing and compensation for the Canadian Performers named in the application and such other documentation as may reasonably be required by the National Executive Director. All required documentation and the oral submissions, if any, from the applicant shall be considered confidential communications. The decision of the National Executive Director shall be made and communicated to the applicant as promptly as possible in the circumstances.
- c. Additional work permits may be issued for Performers in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. The Guild agrees that such work permits shall not be unreasonably withheld.
- d. In the event the Production of a Program requires one or more roles for which an unusual physical skill or physical attribute are necessary and such requirements cannot be filled by the application of the above provisions, application may be made to the National Executive Director of the Guild for additional work permit(s). It is understood that such an application shall not be considered if the Producer has not made reasonable efforts to comply with A704a..

A705 **Television Programs** With respect to a television Program or Series, the Production shall be governed by the following provisions with respect to the engagement of non-Canadian Performers:

- a. **Variety Special or Series** The total number of permits issued to non-Canadian Performers shall not exceed fifty percent (50%) of the contracted Principal Performers, Variety Principals or Specialty Acts. Non-Canadian Performers shall not be engaged in any other performance category.
- b. **Single Drama Program** (other than a Feature Production). The total number of work permits shall not exceed fifty percent (50%) of the Principal Performers to a maximum of two (2) per Program. Non-Canadian Performers shall not be engaged in any other performance category in the Program.
- c. **Drama Series** For continuing roles in a drama Series, the number of permits issued to non-Canadian Performers shall not exceed one (1) in four (4) of the total number of Principal Performers contracted for the Series. With regard to "special guest stars", the Series total of non-Canadian talent engaged shall not exceed fifty percent (50%) of the total number of "special guest stars" contracted.

- d. **Quiz, Panel and Game Shows** In no case shall the Host (Art. A311) be a non-Canadian Performer. No more than one (1) Performer in four (4) of the regular panel may be a non-Canadian Performer. Contestants or guests will be issued work permits.
- e. **Talk, Interview and Public Affairs Programs/Series** The engagement of non-Canadians shall be limited to guest appearances. Non-Canadians shall not be engaged as Hosts, except for public affairs Programs / Series in which specialized or expert knowledge is required.
- f. Additional work permits may be issued to Performers in television Programs or Series in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. The Guild agrees that such work permits shall not be unreasonably withheld.

#### A706 **Co-productions and non-Canadian Content Productions**

- a. Where it is established that a Production is a co-production governed by an Official Co-production Treaty between Canada and another country (or countries), the parties to this Agreement recognize that the application of A704 or A705 may be subject to the terms of the relevant International Co-production Treaty.
- b. In the event that an entirely privately financed Production is to be produced in Canada, the foregoing provisions of A704 or A705 may be modified by the Guild. In such instances, the Producer shall be required to provide the Guild prior to commencement of production with information and supporting documentary evidence which establish that:
  - i. the Producer has not and will not apply for certification of such Production by CAVCO or Canadian Content under the CRTC;
  - ii. neither Telefilm Canada nor any provincial film funding agency, or their successor organizations have any direct or indirect financial participation in the Production;
  - iii. no Crown agency or corporation and no public institution has participated in the Production either in the form of a financial participation or by the provision of Production facilities or personnel.
- c. In addition, the Producer will be specifically required to provide the Guild with a written undertaking that neither the Producer nor any agent or representative of the Producer shall at any time apply for certification by CAVCO or for Canadian Content by the CRTC or to use any other instrument of Canadian tax policy in respect of the production to which a so called Canadian Production would otherwise be entitled. The Guild shall file a copy of such written undertaking with CAVCO and the CRTC and with any other relevant body.

- d. Finally, the Producer agrees to undertake best efforts to engage Canadian Performers in all roles in the Production.

**A707 Modification of Limitations** The limitations on the engagement of non-Canadian Performers in all Productions, as set out in this Article A7, may be modified by the Guild in the case of Productions where non Canadian financiers or licensees contribute, in the aggregate, at least one-third (  $\frac{1}{3}$  ) of the gross Production budget, and in which the engagement of non-Canadian Performers is a condition of such investment or license, or where there are health and safety considerations. A Producer seeking to take advantage of A707 shall make written submissions to the Guild as soon as possible. Such written request shall contain evidence that the production meets the criteria of A707, and may also contain other documents and explanations concerning the requirements of the production. The Guild will respond to such request for a modification, within five (5) business days of the request being submitted by the Producer and such response shall include brief reasons for the Guild's decision. A copy of the decision will be sent to the Association.

**A708** In the event that the Producer wishes to dispute the Guild's decision as set out in A707, the Producer has the right to challenge such decision on the grounds that it is not reasonable or not in keeping with standard industry practice, by filing a Notice of Objection which shall set out the particulars upon which the Producer relies in challenging the decision together with any relevant documentation. The following procedure shall be followed in dealing with such dispute:

- a. The Notice shall be sent by Fax or delivered by direct courier to the Local Guild Office, and the relevant Producer Associations.
- b. The parties agree to name a special Arbitrator or Arbitrators who shall deal with disputes concerning the application of A708. Such Arbitrator(s) shall have familiarity with the film industry but not be affiliated with any of the parties to the dispute. If the parties are unable to agree upon an Arbitrator, either party shall have the right to request the Federal Minister of Labour name a special Arbitrator to deal with such disputes until such time as the parties have been able to agree on such special Arbitrator(s).
- c. The Guild shall be allowed five (5) business days from receipt of the Notice, in which to file a response, outlining its position together with any relevant documentation.
- d. The parties shall endeavour to settle all outstanding issues arising from the Notice and Response within such five (5) business days. Failure to reach a settlement shall entitle the Producer to refer the matter to final and binding arbitration, which shall be governed by the provisions of *Appendix 12*, unless otherwise provided in this Article.
- e. In the event the Producer wishes the matter referred to Arbitration, the Notice together with the Response shall be sent to the Arbitrator agreed upon by the parties or named as set out in sub-paragraph b.. Each party shall have the right to submit any relevant documentary evidence including affidavit evidence together with their submissions.

- f. The Arbitrator shall conduct a *viva voce* hearing only if he is satisfied that the issues cannot be fairly dealt with absent such *viva voce* hearing. The Arbitrator shall hold any hearing within five (5) business days of the matter being referred to Arbitration, and the Arbitrator shall render his decision within two (2) business days of such hearing.
- g. The parties agree that time is of the essence with respect to the issues arising in this Article 7.08 and agree that the time lines herein contained can only be extended with the written consent of both parties.

## A8 - CONDITIONS OF ENGAGEMENT

- A801 **Booking Notice** Upon Booking, Performers shall be given specific notice of the part to be played, wardrobe requirements, date(s), time and place of production and a work schedule. The Booking, except for Background Performers, shall be confirmed in writing by means of a completed contract which shall specify all terms of the agreement including, but not limited to definite date(s) and fee(s). Such confirmation shall be made within five (5) days of the Booking whenever possible. In the event the Producer is unable to confirm the Booking within five (5) days, the Producer shall arrange with the nearest Guild office for the extension of such confirmation.
- A802 The Producer shall not require Performers (except for Background Performers) to commence work on a Program prior to such Performers having executed a contract with the Producer. The Producer shall not submit a contract to a Performer without having first applied the Producer's signature.
- A803 The Performer shall be provided with a contract at least forty-eight (48) hours prior to the commencement of work. Where exceptional circumstances dictate, the Producer may apply to the Local Guild Office for relief from the provisions of this Article. The Performer shall return a fully executed copy of the contract to the Producer the earlier of forty-eight (48) hours of receipt or commencement of rendering of services. The Producer shall file a copy of each contract with the Local Guild Office. The Guild undertakes to maintain such information confidential and shall not allow anyone who is not a full-time employee of the Guild or a party to the contract access to same without prior written consent of the Producer.
- A804 **Standard Contract Forms** Performer's written contracts shall include the information required in *Appendix 4* of this Agreement. The Performer and the Producer shall each retain an original of such contract. The Producer shall file a copy of each such contract with the Local Guild Office.
- A805 **Series Options** A Performer may grant an option for his services for not more than six additional years' engagement, provided that the following criteria are met:
- a. where the number of years optioned is three (3) or less, the Performer, at the time of granting the option, is entitled to receive a fee of not less than one hundred and fifty per cent (150%) of the applicable minimum fees; or,

- b. where the number of years optioned exceeds three (3), the Performer, at the time of granting the option is entitled to receive a fee of not less than two hundred percent (200%) of the applicable minimum fees; and,
- c. the contracted fee payable for each successive year optioned is at least one hundred and fifteen per cent (115%) of the previous year's contracted fee; and
- d. the option for each successive year specifies the guaranteed engagement for each year of the option contract e.g. the number of days, weeks or episodes; and
- e. the option for subsequent seasons shall only be effective if exercised in writing;
- f. the option provides the time limits within which the Producer may exercise each option, and the degree of exclusivity of the option i.e. whether the Performer must be available at certain times or whether the Producer has a first priority call on the Performer's services; and,
- g. the option provides that either party may require a mediation meeting at the time the option is exercised. The meeting shall be convened between the Performer and the individual identified by the production entity as the Producer. The Performer and the Producer may mutually agree on a third party to act as mediator. Any cost of such third party mediation shall be borne by the party requesting mediation. The parties shall not be entitled to be represented or accompanied, except where the Performer is a child, he may be accompanied by a parent or guardian. The parties shall be entitled to air any difficulties or problems they experience with regard to the Performer's contract or the Performer's role in the production, so they may cooperate in resolving or clearing such difficulties or problems. Mediation meetings may not be requested more than once in year. Contracts may only be amended upon written consent of both parties.

Notwithstanding the foregoing, A2901 shall apply to the engagement of Performers for the Production of a Pilot Program. Performer fees for such engagement shall be stepped up to one hundred and fifty per cent (150%) or two hundred per cent (200%) of minimum fees, whichever step-up is applicable, only if the option is exercised and the pilot is broadcast within the Series.

## **A9 - NO STRIKE AND UNFAIR DECLARATION**

- A901 During the life of this Agreement, the Guild undertakes to not call or direct a work stoppage against any Producer, except where the Producer has been declared unfair.
- A902 **Producer's Refusal to Abide by or Follow Grievance or Arbitration Procedure or Decision** Where a Producer does not abide by, or declares his intent not to abide by the grievance or arbitration procedure, or refuses to comply with a decision rendered pursuant to Article A10 by a Joint Standing Committee or an Arbitrator, the Guild may declare such Producer an *Unfair Producer* upon 10 days notice to the Producer concerned and to the Producer's Association, and instruct the members of the Guild or members of another ACTRA Guild not to work for such Producer.

**A903 Producer Failure to Meet Payroll Obligations**

- a. In the event that a Producer fails to meet its payroll obligations, in respect of which obligations there is no *bona fide* controversy, the Guild has the right to declare the said Producer Unfair, provided that the Producer receives written notice from the Guild setting forth the facts upon which the declaration is based and the Producer is given ten (10) days from the date of receipt, to cure such failure, which cure period must be specified in the notice. For greater certainty, the Guild shall not be entitled to make such a declaration under this paragraph in the case of a dispute between one or more Performers or the Guild, on the one hand, and the Producer, on the other hand, as to the amount of fees due, so long as the Producer continues to meet all of its payroll obligations, in respect of which there is no *bona fide* controversy, to the Performers engaged on the Production.
- b. A Producer who receives a notice under para. a., and who does not cure the default, on or prior to the expiry of the ten (10) days' notice period, may be declared Unfair.
- c. The Unfair Producer Declaration shall be revoked by the Guild once the Producer is in full compliance with all of its payroll obligations in respect of which there is no *bona fide* controversy.
- d. A Producer who has been declared Unfair, (which declaration has been revoked under the terms of para. c., shall be required to post, a security for payment sufficient to cover four (4) weeks' Performer payroll, on the same terms as provided for in para. A516, for any further productions produced by the said Producer, under the terms of this Agreement, until the earlier of:
  - i. two (2) years from the date on which the Producer has cured its default, as a result of which, a revocation is issued by the Guild, under para. c.;
  - ii. such time as the Guild may determine, in its sole discretion, to reduce such security from four to two weeks' of Performer payroll.

A904 Performers shall not be required to work for a Producer declared Unfair by the Guild.

A905 **No Discipline for Honouring Picket Line** The Producer agrees that no Performer shall be disciplined in any manner, nor have his contract terminated for refusing to cross a picket line at the Producer's place of business and/or shooting location where the Performer has a *bona fide* concern for his personal safety.

**A10 - GRIEVANCE PROCEDURES AND RESOLUTION**

A1001 The parties agree that any party exercising its rights under the provisions of the Agreement does so without prejudice to its relations with the other parties.

A1002 Where a dispute arises out of, or in connection with, this Agreement, or any deal memorandum or contract between a Performer and a Producer, the dispute shall be resolved in accordance with the procedures set out in this Article.

A1003 A complaint of a minor nature may be settled at the time of its occurrence by the Guild Steward and the authorized representative of the Producer.

A1004 In the event that the complaint is not resolved in the manner described above, either party to the complaint may initiate a grievance within ninety (90) days. The Performer must advise the Guild within thirty (30) days of the date on which the Performer becomes aware of the act or omission giving rise to the grievance.

A1005 **Grievance** A grievance shall be considered initiated when the initiating party (the "Grievor") sets forth in writing the facts giving rise to the dispute, the relevant articles of the Agreement or the individual contract, and the remedy sought, and delivers the Grievance to the other party to the Grievance (the "Respondent") and to the organization to which the Respondent belongs. In all cases concerning a Performer, the Guild will be considered the Grievor or the Respondent, as the case may be. The Association to which the Producer belongs shall be advised by the Grievor. When the Producer is not a member of one of the Associations, the Grievor shall advise all of the Associations.

A1006 The Guild or the Associations, as the case may be, shall notify forthwith the other parties to this Agreement of the Grievance and provide each with a copy of the Grievance. A representative of the Guild, a representative of the Associations, designated by the Associations, the Producer or its duly authorized representative, and the Performer or his representative shall meet within five (5) business days to attempt to settle the Grievance informally. The persons present at the Grievance Meeting shall have the authority to settle the Grievance. The settlement, if any, shall be noted in writing and signed by those attending the Grievance Meeting, each of whom shall receive a true copy of the terms of the settlement. A copy shall be sent to each of the Associations and to the Guild. Such settlement shall be binding on all parties.

A1007 **Grievance Meeting** Those present at the Grievance Meeting shall adduce all available and relevant facts, documents and evidence in order that the parties may have the clearest understanding of the issues. At the meeting there shall be a full and frank discussion of those issues in order to achieve a fair and workable settlement.

A1008 **Joint Standing Committee** In the event that attempts to settle the matter have not resulted in a satisfactory settlement of the Grievance, any party to the Grievance may, within seventy-two (72) hours following the Grievance Meeting, give written notice to the other parties attending the Grievance Meeting and to the Associations, referring the Grievance to the Joint Standing Committee.

A1009 The Joint Standing Committee shall convene, at a time and place to be agreed by the Guild and the Associations, within three (3) weeks of the receipt of the said notice.

A1010 The Joint Standing Committee shall consist of a panel, not fewer than four (4) and not more than six (6) representatives of the Associations and the Guild.



- A1011 The Association's representatives shall be directors, officers or permanent employees of Producers who are currently, or have been within the preceding twelve months, a signatory to this Agreement. No one appointed to the Joint Standing Committee shall have been involved in the Grievance prior to appointment to the Joint Standing Committee. The Associations shall advise the Guild as to the number of representatives to be appointed to represent the Associations. Guild staff and employees of the Associations shall not be appointed to a Joint Standing Committee.
- A1012 At least seventy-two (72) hours prior to the Joint Standing Committee hearing, the parties to the Grievance shall present all documents, including all correspondence to which they intend to refer during the course of the meeting; moreover, they shall inform the Guild and the Associations of any witnesses they intend to call.
- A1013 The Joint Standing Committee shall appoint a chairperson from among themselves. The Joint Standing Committee may establish its own procedures and guidelines for the hearing, including the recording of minutes or notes. The Joint Standing Committee shall be governed by the following principles:
- a. both parties shall have full opportunity to be heard;
  - b. neither party shall be surprised by evidence or facts adduced before the Joint Standing Committee; and,
  - c. the Joint Standing Committee may recognize industry practices where reasonable to do so under the circumstances.
- A1014 When the Joint Standing Committee is satisfied that it has heard fully from the parties to the Grievance, the Joint Standing Committee shall dismiss the parties in order to consider and render its decision.
- A1015 The Joint Standing Committee shall not have the authority to amend, modify, add to, or delete any provision of this Agreement.
- A1016 All decisions of the Joint Standing Committee shall be in writing and shall be signed by the members of the Committee. A copy of the decision shall be sent to all of the parties to the Grievance. A majority decision of the Joint Standing Committee shall be binding on all parties to the Grievance.
- A1017 **Arbitration** If the Joint Standing Committee fails to reach a majority decision, either party to the Grievance may, within two (2) weeks of the date of the hearing, refer the matter to Arbitration, by giving notice to the other party to the Grievance, to the Guild and to the Associations.
- A1018 Within two (2) weeks of the notice of intent to refer, as described in A1017 above, a time and place for Arbitration shall be agreed, taking into account the availability of the Arbitrator.
- A1019 The Arbitrator shall be such person upon whom the Associations and the Guild agree.

A1020 The Arbitrator shall not have the power or authority to amend, modify, add to or delete any provision of this Agreement or any part thereof.

A1021 The cost, fees and expenses of the Arbitrator shall be shared equally by the Grievor and the Respondent.

A1022 The decision of the Arbitrator shall be issued in writing to the parties to the dispute, and to the Associations and shall be final and binding on the parties.

A1023 Any time limits prescribed herein may be extended by mutual agreement of the parties to the Grievance and the Associations.

A1024 Notices or documents required to be given or sent pursuant to this Agreement shall be mailed, postage pre-paid, delivered personally by courier, or sent by telex, Fax, or other means of near instantaneous communication, addressed as follows:

To the Guild:           **ACTRA Performers Guild**            Fax: (416) 489 8076  
                                  2239 Yonge Street  
                                  Toronto, Ontario, M4S 2B5

Attention: National Director - Performers Guild

To the Associations: **Canadian Film & Television**  
                                  **Production Association**            Fax: (416) 922 4038  
                                  175 Bloor Street East  
                                  North Tower, Suite 806  
                                  Toronto, ON M4W 3R8

Attention: Director - Industrial Relations

**L'Association des Producteurs de Film**  
**et Télévision du Québec**  
740 rue St. Maurice  
Bureau 201  
Montreal, Quebec, H3C 1L5 Fax: (514) 392-0232

Attention: Labour Relations Advisor

To the Producer and to the Performer: at the address or Fax number noted on the Letter of Adherence or the deal memo or contract or other such address as the Producer or Performer advises the other parties hereto from time to time.

A1025 **Deemed Receipt** In this Agreement notices or other documents shall be deemed to be received by the party to whom it is addressed (the *addressee*), unless otherwise specifically provided in this Agreement,

- i. on the same day, if transmitted by Fax prior to 15h00 local time of the addressee, or if delivered personally to the addressee,

- ii. the next business day, if transmitted by Fax after 15h00 local time of the addressee, and
- iii. on the third business day following the date on which the document is sent by Registered Mail,

unless the addressee is able to prove that the said document has not actually been received by him. The provisions of A1025 shall not apply in the event that a notice provision is specified in the individual Performer contract.

In this Agreement *day* shall mean calendar day, unless otherwise stated and *business day* shall mean a day of the week that excludes Saturdays, Sundays and statutory holidays.

## **A11 - WORK DAY FOR PERFORMERS**

**A1101 Work Day** Subject to A1501, the work day shall consist of eight (8) consecutive hours in any day exclusive of meal periods. The work day shall commence at the Performer's Call time or when the Performer commences make-up, whichever is earlier, and the work day does not end until the Performer is out of make-up and costume.

**A1102 Calendar Day** A work day starting on one calendar day and continuing into the next, shall be deemed to be one (1) work day, namely that on which work started, provided that work past midnight was originally scheduled.

**A1103 Night Shoots** The Performer must receive prior notice of scheduled night work (i.e. Call between 19h00 and 06h00).

## **A12 - OVERTIME**

**A1201** Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate, and in excess of twelve (12) hours at the rate of two hundred percent (200%) of the Performer's contracted hourly rate. Periods of one-quarter hour or less may be paid in quarter hour units, at the pro rated rate.

**A1202** When a Performer is required to work on a Production for six (6) consecutive days, the Performer shall be paid for the sixth (6th) day at one hundred and fifty percent (150%) of the Performer's contracted daily, hourly or overtime rate.

**A1203** When the exigencies of the production schedule demand extraordinary measures and require a Performer to work seven (7) consecutive days, the Performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly or overtime rate.

A1204 The maximum compounding effect of the application of overtime and penalty payments provided in this Agreement shall not exceed three hundred percent (300%) of the Performer's contracted hourly rate.

### A13 - REST PERIODS

A1301 **Rest Between Days** There shall be a rest period of not less than ten (10) hours between the end of one work day and the beginning of work on the next day. If a Performer is required by the Producer to report for work within such a ten (10) hour period, the Performer shall be paid for such hours at the rate of two hundred percent (200%) of such Performer's contracted hourly rate.

A1302 **Rest Periods** There shall be at least a five (5) minute rest period provided for each hour of work. During actual shooting on set or location, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day.

A1303 **Rest Periods for Puppeteers and Dancers** Puppeteers and Dancers shall be permitted ten (10) minutes rest in each hour during which they shall not be required to perform any physical action. However, consultation and planning may take place during such rest.

### A14 - MEAL PERIODS

A1401 a. **Meal Period** Each Performer shall be provided a meal period of one (1) hour not later than the completion of the first six (6) hours of work, calculated from the first call for the Performer. When the Performer's call is for make-up or wardrobe, the six (6) hour period of work shall commence from such call. In the event that the first meal break of the day is called at the completion of five (5) hours' work, there will be no requirement for a Substantial Snack to be served. If the meal break is called after six (6) hours a Substantial Snack shall be served. Meal periods shall not be considered as time worked and shall not be paid. Subsequent meal breaks will be called no later than six (6) hours after the resumption of work, except as modified in A1404.

b. **First Meal Break** At the Producer's option, the first meal break may be one half hour in length, in which case the meal break shall be paid and considered to be part of the work day. In this case, it shall be the Producer's responsibility to provide the meals at the Producer's expense on the set.

c. The Producer may at its option call for a non-deductible first meal for Performers whose call time is prior to that of the crew, in which case the next meal break will be six (6) hours from the general crew call.

A1402 Where the exigencies of Production require, the unpaid meal break may be extended by one-half (½) hour, which in turn shall extend the work day. Where this provision is used, all Performers working on the Production must have their meal break extended by the same one-half (½) hour.

A1403 Where the meal is not provided on the set, actual time spent in travelling to and from the restaurant or other eating establishment shall be considered work time.

A1404 There shall be a meal period of at least one-half (½) hour after each four (4) hours of overtime worked.

A1405 Where the exigencies of Production make it necessary and the Performers agree to work during the meal period, each Performer shall be compensated at two hundred percent (200%) of the Performer's contracted hourly rate (calculated in quarter-hour units) in addition to the applicable payment for the period being worked, until the meal period is provided. The meal period shall be provided at the earliest time possible thereafter. Completion of the shot shall not be considered a breach of this Article.

A1406 It is understood that under certain circumstances, particularly on location, normal meal facilities may not be readily available. Should reasonable restaurant facilities not be available either by virtue of location or of scheduling, it shall be the Producer's responsibility to provide the meals at the Producer's expense on the set. It is understood that "snacks" (i.e. soft drinks and hot dogs, etc.) do not constitute a proper meal.

## **A15 - TIME FOR MAKE-UP, DRESSING, COSTUME FITTING**

A1501 **Time for Make-up, Hairdressing, etc.** When a Performer is required to report for make-up, hairdressing, wardrobe or fitting, immediately prior to the Performer's production Call, the following conditions shall apply: a maximum of fifteen (15) minutes at the Performer's applicable straight time hourly rate, shall be payable and shall not be computed to create an overtime situation. Time in excess of fifteen (15) minutes shall be considered as part of the regular eight (8) hour day.

A1502 **Choosing and Fitting Wardrobe** Where a Performer is required to report on other than a regular production day for choosing or fitting wardrobe, payment of \$55.75 / 56.75 / 58.00 or the Performer's contracted hourly rate, whichever is greater, shall be made for all time spent on each occasion the Performer is so required to report. There shall be a minimum call of two (2) hours for such work. The payment is not required if such time is otherwise being credited and paid for at the applicable hourly rate. The Performer shall sign-in on a sign-in sheet, a copy of which will be sent to the Guild.

A1503 **Costume Call** Where a costume call is required for any group of Performers, such calls shall be staggered in order to avoid unnecessary waiting.

A1504 **Hair** No Performer shall be required to cut or change the style or colour of his/her hair, unless this has been agreed prior to booking. No Performer shall cut or change the style or colour of his/her hair after the time of booking without the consent of the Producer.

## **A16 - WARDROBE**

A1601 **Regular Wardrobe** Where the Producer requires the Performer to supply in excess of two (2) changes of clothing in any Production, the Performer shall be compensated at the rate of \$15.00 per change per week. All formal or specialty wardrobe (ie. tuxedo, formal gowns, clown uniforms etc.) shall be compensated at the rate of \$25.00 per costume per week. The Producer may not specify wardrobe requirements as a condition of engagement.

A1602 In the event that either regular or special wardrobe furnished by a Performer is damaged during work time through negligence on the part of the Producer or through an accident for which the Performer is not responsible (except for reasonable wear and tear), the Producer will reimburse the Performer for the justifiable cost of the repair or replacement as the case may be. Notice of such damage must be given to the Producer's representative at the end of the production day. Performers must provide the Producer with a receipt covering the cost of such repairs and replacements.

A1603 **Wardrobe Repairs** Facilities for repair of wardrobe used by Performers shall be provided by the Producer.

A1604 **Laundering** All wardrobe supplied by Production must be dry cleaned and/or laundered prior to the Performer wearing it, subject to continuity requirements.

## **A17 - TRAVEL AND EXPENSES**

A1701 Travel time shall be calculated from the Performer's city of residence by the quickest means of regularly scheduled carrier, unless the Producer requires the Performer to travel by alternative means. Travel time shall be calculated from door to door or from central point to central point as agreed between the Guild and the Producer.

A1702 Travel time shall be payable when a Performer travels to and from:

- a. a Nearby Location beyond a 40 km. radius from the city centre or such other specified central point, as may be agreed upon by the Guild and the Producer; or
- b. a Distant Location.

A1703 Travel time shall be paid at no less than the minimum hourly rate in one-quarter ( $\frac{1}{4}$ ) hour units to a maximum of eight (8) hours in any twenty-four (24) hour period, except if a Performer is paid for work time on the travel day, and the combined work and travel time for that day does not exceed eight (8) hours.

A1704 When travel time and expenses are payable, the Producer shall pay for:

- a. Actual transportation expenses which a Performer is required by the Producer to incur on scheduled carriers covering economy air, first class rail fare or such other transportation as bus, taxi or limousine;
- b. A kilometrage allowance of \$0.30 per kilometre if the Performer is required to use his own automobile;

- c. All rental or leasing costs where the Performer is required by the Producer to lease or rent a vehicle;
- d. All costs for taxi, limousine or other transportation which the Performer is required by the Producer to use in order to get to and from the destination required by the engagement;
- e. A per diem allowance of \$50.00 in the case of a Nearby Location or \$135.00 in the case of a Distant Location for each day the Performer is required to be away from home to cover all personal expenses. However, if meals or living accommodation are provided at the expense of the Producer, the per diem allowance may be reduced in the following manner:

Breakfast	\$10.00 /	Lunch	\$15.00
Dinner	\$25.00 /	Accommodation	\$85.00

A1705 The Producer shall advance to a Performer against expenses, the per diem allowance for up to a period of one (1) week. The Performer shall submit an accounting of the advance against expenses (with attendant receipts where possible) within ten (10) working days.

A1706 When the Producer requires a Performer to travel within a forty (40) kilometre radius, the Producer will be obliged to ensure that public or private transportation is available. If such public or private transportation is not available and subject to prior approval by the Producer, cost of taxi transportation from location to residence within that forty (40) kilometre radius shall be paid by the Producer. If travel by the quickest means of surface public transportation exceeds one (1) hour each way, transportation shall be provided by the Producer.

A1707 The Producer shall pay all authorized actual expenses incurred by the Performer in travel outside Canada. The Performer shall support actual expenses by receipts where receipts are obtainable.

A1708 When the Performer is required to fly by regularly-scheduled carrier, and where flight insurance is available to the Performer, the Producer shall reimburse the Performer, upon presentation of a receipt, the cost of securing flight insurance with a death benefit of two hundred and fifty thousand dollars (\$250,000.00).

**A18 - HOLDING CALLS**

A1801 **Hold Over on Location** In the event the Producer requires a Performer to be on location on a day or days either prior to or following a contracted day of work in any one engagement, the Performer shall be paid fifty percent (50%) of the Performer's contracted daily fee for the first two (2) such days and one hundred percent (100%) of the Performer's contracted daily fee for each such subsequent day; provided, if the Performer arrives on location on the evening prior to the morning call of a contracted day or if the Performer leaves the location on the morning following a contracted day when scheduled carriers are available, the Performer shall be entitled to payment in accordance with A17 for the day of arrival and

departure only. There shall be no compensation (other than that required by A17, e.g. per diems) when Performers are on overnight location during the normal one-day or two-day weekly rest period (also known as "Production down days").

**A1802 Holding Call** In the event that the Producer directs a Performer to hold a day or days in readiness to be called to work, the Performer shall be paid not less than one hundred percent (100%) of the minimum daily fee for the appropriate category of performance for an eight (8) hour call in respect of each day the Performer is on a "holding call". The period of the "holding call" shall commence at the hour specified by the Producer and shall end when the Performer is released from the "holding call".

## **A19 - CANCELLATIONS AND POSTPONEMENTS**

**A1901 Force Majeure** If a Production is frustrated or interrupted by reason of any cause beyond the reasonable control of the Producer, such as, but not limited to, war, fire, hurricane or flood, or governmental regulation or order in a national emergency, then the Producer may either cancel the Production (in which event the Producer shall pay to the Performer monies accrued to the date of such cancellation) or make such other arrangements with the Performer by way of postponement and the like as may be practicable to fulfil the engagement.

**A1902 Single Production** If a single Production is cancelled for any reason other than that provided in A1901, the Producer shall not be required to pay the Performers, provided notice of such cancellation is received by the Performers two (2) weeks in advance of the first call and confirmed in writing. Should the Producer be unable to give a full two (2) weeks' notice, the Producer shall be liable for all time contracted in the two (2) week notice period.

**A1903 Remounting** Where a cancelled Production is subsequently remounted within a period of twelve (12) months from the original cancellation, Performers originally contracted shall have first opportunity to accept their previous assignments on such Production. After the expiry of the twelve (12) month period, the Producer has no obligation to the original Performers.

**A1904 Series Production** Conditions for cancellation of a Series shall be the same as a single Production except that notice of cancellation to a Performer engaged for more than a single Episode but less than twenty-six (26) Episodes shall be not less than three (3) weeks and notice of cancellation to a Performer engaged for twenty-six (26) or more Episodes in a Series shall be not less than four (4) weeks. Failure by the Producer to provide notice as stated above shall make the Producer liable for all time contracted in the three (3) and four (4) week notice period referred to in the preceding sentence. Except as provided elsewhere in this Agreement (see A805), a Performer may cancel out of a drama Series or drama Serial Production provided written notice of the Performer's intent to cancel is given to the Producer at least eight (8) months prior to the effective date of the cancellation. Notice shall be deemed to have been given if sent by registered mail to the last known address of the Producer.

**A1905 Performer's Engagement** If the Producer cancels a Performer's Booking or engagement on a Production which is subsequently produced, such Performer shall be paid in full the



Performer's Contracted Fee(s), except where the cancellation occurred by reason of insubordination or misconduct of a serious nature.

**A1906 Change in Scheduled Days** If for any reason other than weather, the Producer changes a Performer's Booking or engagement to another day, the following conditions apply:

- a. If the notice of change is given to the Performer less than twenty-four (24) hours before the hour scheduled for work to commence, the Performer shall be paid in full the Contracted Fee for the original day.
- b. The Performer shall be paid fifty percent (50%) of the Contracted Fee for the original day if the notice of change is given to the Performer less than thirty-six (36) hours before the hour scheduled for work to commence.
- c. If thirty-six (36) or more hours notice has been given, no payment to the Performer shall be required for the original day.

If such change in scheduled day conflicts with any other confirmed engagement, then the Performer shall be compensated in full for the engagement which the Performer is unable to fulfil. For the purpose of this clause, where the Call time of the Performer has not been specified, it shall be considered to be 10h00, except when it has been designated as a night shoot, in which case the Call shall be considered to be 19h00.

**A1907 Scheduled Days** If the Producer cancels a Performer's scheduled day or days, the Performer shall be paid in full the Contracted Fee for such cancelled day or days, except as modified by other provisions of A19.

**A1908 No Weather-Permitting Calls in Studio** No weather-permitting calls shall be allowed for work in studio.

**A1909 Illness** Should illness or other physical or similar cause prevent the Performer from carrying on the Performer's individual contract, the Performer shall provide a medical certificate. If the Performer is absent by reason of illness for more than one day, the Producer may:

- a. terminate the engagement forthwith upon payment to the Performer of monies accrued to the date of the Performer's absence; or,
- b. suspend the engagement for the period of absence and subject to the Performer's other engagements entered into before the beginning of such period, extend the period of first call by the period of absence.

**A1910 Weather Cancellation** When the Performer's scheduled day is cancelled because of weather at any time up to and including the scheduled Call, the following shall apply:

- a. if the cancelled day is not rescheduled, the Performer shall be paid one hundred percent (100%) of the Performer's Contracted Fee; or,

- b. if the cancelled day is rescheduled for a day when the Performer is available, the Performer shall be paid an additional fifty percent (50%) of the Contracted Fee for such rescheduled day, or,
- c. if the cancelled day is rescheduled for a day on which the Performer has a prior Booking, the Producer shall:
  - i. excuse the Performer so that the Performer may fulfil the previous commitment, or,
  - ii. compensate the Performer to the extent of loss should the Performer be able to withdraw from the conflicting engagement.

## **A20 - WORKING ENVIRONMENT**

### **A2001 Dressing Room and Sanitary Provisions**

- a. Performers may refuse to commence work at any set or location, where the Producer fails to provide the following facilities:
  - i. a supply of pure drinking water;
  - ii. a suitable seat for each Performer during rest periods;
  - iii. a stretcher or a cot of a type suitable for use as a stretcher;
  - iv. dressing room facilities where male and female Performers may separately change their clothing in privacy and comfort. No Performer may be asked to change in a public washroom (unless it is closed to the public at the time the Performer is required to change or in unsanitary facilities);
  - v. separate dressing room facilities for minors of each sex;
  - vi. a place of safekeeping (such as a locker room) for the proper maintenance of the Performer's clothing during working hours;
  - vii. clean and accessible toilets and washrooms.
- b. The Producer shall, where possible, provide for the exclusive use of Performers, clean and comfortable facilities (such as dressing rooms in studios and either trailers or Winnebagos on location) with reasonable temperature and adequate amount of space and an easily accessible smoke-free area.
- c. The Producer shall be responsible for damage to, or loss of the Performer's wardrobe or property, unless dressing room facilities are provided adjacent to the set or location on which the Performers are required to work.

**A2002 Safety Provisions - Dancers** Performers shall not be required to dance on concrete or marble floors or on any other surface which the Guild shall deem to be injurious or unsafe, or on wood or on any other substance laid directly over such a floor. It is understood that the Producer may request that the Guild waive the above provisions when it is deemed that such precautions are not necessary for the style of dancing to be performed, such as the minuet.

**A2003 Clean Air** Whenever fire, fog, smoke or other airborne special effects are used, the Producer will make best efforts to provide a room where Performers may breathe clean air when they are not required on the set.

**A2004 Waiver** Upon written request by the Producer to the Guild National Executive Director (or his designate), the working provisions of this Agreement may be waived where it is established that it is physically impossible to comply or that the burden involved in compliance is unreasonable. The rates and fees paid to a Performer shall not be waived or changed by any waiver.

## **A21 - UPGRADING**

**A2101** When a Performer is upgraded in category during the course of Production, (except as provided in C405, i.e. Background Performers upgraded in a Background Performer category), the Performer shall receive payment in accordance with fees and rates for the higher category of performance for the entire period of the engagement in the same Program or Episode. When a Background Performer by virtue of an individual characterization or the addition of dialogue is upgraded to Principal Actor or Actor, the Performer shall be contracted and receive payment in accordance with the fees and rates for the higher category which shall be retroactive for all days during which the Performer was engaged to portray such role or individual characterization. The aforementioned upgrading of a Background Performer need not apply retroactively provided that the Background Performer so upgraded has not been previously identified with such role or individual characterization.

## **A22 - DOUBLING**

**A2201 Performers Doubling** Performers (on or off-camera), except Background Performers, who are engaged to perform in more than one category or role shall receive an additional payment of fifty percent (50%) of the day's total Net Fee for each day on which the additional category is scheduled and/or performed. The foregoing may not apply in the case of live pick-up of stage productions under the jurisdiction of Canadian Actors Equity Association (see A3101).

**A2202** An Actor may do such minor singing or dancing as an integral part of a dramatic role without additional compensation. A Singer may speak lines or dance a few steps which are incidental to his role, or a Dancer may speak lines or do such minor singing which is incidental to his role without additional compensation.

**A2203** Participation in off-camera crowd noises shall not be considered as doubling, and is permissible without additional compensation.

**A23 - OTHER DUTIES**

**A2301 Additional Services** When a Performer is required to provide additional services such as contacting other Performers, arranging for Auditions, arranging for rehearsals, etc., such Performer shall report to the Producer and to the steward the amount of time involved. Such time shall be paid for at a rate not less than the Performer's minimum hourly rate for his category.

**A2302 After Shows** Performers engaged for warm-ups and after shows shall receive minimum payment as follows, in addition to any fees required to be paid for a Program in which the Performer is engaged; all Performers in warm-ups and after shows shall be paid an amount of \$153.75 / 156.75 / 160.00 for each engagement. The above fees shall include two (2) hours included work time for each occasion. Any work time in excess of two (2) hours per occasion shall be paid at the hourly rate of a Principal Actor.

**A2303 Choreographer** When a Guild member is engaged as a Choreographer, the person so engaged will be compensated at not less than the rate of the Principal Actor weekly fee for all time spent on the engagement.

**A2304 Vocal or Dialogue Coach** When a Guild member is engaged as a Vocal or Dialogue Coach, the person so engaged will be paid at the rate of one and one-half (1 1/2) times the solo Singer fee for all time spent on the engagement.

**A2305 Billboards and Bumpers** Minimum Guarantee for each Thirteen (13) Uses - (Four (4) Hours Included Work Time)

<u>Category</u>	<u>Rate</u>
On-Camera Performer	\$414.50 / 422.75 / 431.25
Off-Camera Performer & Group Singers	\$208.25 / 212.50 / 216.75

**A2306 Public Service Announcements**

<u>Category</u>	<u>Fee</u>	<u>Included Work Time</u>
On-Camera Performer	\$445 / 454 / 463	8 hours
Off-Camera Performer	\$312.50 / 318.25 / 324.50	1 hour
Hourly rate in excess of included work time up to and including 8th hour on any one day	\$55.75 / 56.75 / 58.00	

Upon payment of the above fees to Performers, such Public Service Announcements may be used up to a maximum period of three (3) years from first use of the announcement. If additional use is desired, such additional use may be contracted for further periods each not more than three (3) years upon:

- a. renegotiation with the Performer(s) concerned; and
- b. the Performer(s) being recontracted; and
- c. the Performer(s) being paid not less than one hundred percent (100%) of the fee paid at the time of original Production.

**A2307 Interstitial - Rates:** \$210.25 / 214.50 / 218.75 per ten (10) minutes of finished recording - one (1) hour of included work time. \$55.75 / 56.75 / 58.00 per hour additional work time.

Where the performance includes thirty (30) minutes or more of finished recording in one (1) day - thirty percent (30%) discount applies.

**A2308 Preproduction Rehearsal and Reading Session** Prior to the commencement of Production, Performers may be called for Rehearsal(s) and/or Reading Session(s). Subject to the agreement of the Performers concerned, there may be temporary preservation of Rehearsal performance. Use of such preserved performance is prohibited and the recording shall be discarded when it has served its assessment purpose. Performers shall be compensated for time spent in Rehearsal(s) and/or Reading Session(s) at the Performer's contracted hourly rate with a minimum two (2) hour call and one half (½) hour increments thereafter.

**A24 - NUDE SCENES** Where the requirements of a role involves nudity, the following conditions of Article 24 apply.

**A2401 Auditions**

- a. Performers shall be advised in advance of Auditions, if nudity or simulated sexual activity or love scenes of any kind are a requirement of the script.
- b. No Performer shall be required to appear nude or semi-nude until after he has been Auditioned as a Performer (i.e. as an Actor, Singer, Dancer, etc.) and in any case shall not be required to disrobe in whole or in part at the first Audition.
- c. In the event that nude or semi-nude Auditions are to be held, the Producer must advise the Guild in advance.
- d. When a callback Audition requires nudity or semi-nudity, the Performer shall be notified of this requirement in advance.
- e. The nude or semi-nude Audition will be for the sole purpose of viewing the body. The Performers shall not be required to perform in the nude or semi-nude at the Audition.
- f. Such Auditions will be closed and will be limited to a maximum of five (5) persons who, it must be demonstrated, have a direct professional or artistic relationship to the

Production and to the particular Audition. No other persons will be permitted to observe the Auditions through the use of monitors or any other device that allows observation without being present. A representative of the Guild may be present in addition to the five (5) Producer representatives.

- g. No photos, filming, taping or preservation of the Audition by any means whatsoever will be permitted without the prior written consent of the Performer which written consent must be provided on a form approved by the Guild.
- h. No sex acts shall be required of any Performer at any Audition.
- i. Performers will be required to Audition nude or semi-nude on one (1) occasion only.

#### **A2402 Contracts**

- a. The specific requirements, including but not limited to the exact nature of the nude, semi-nude or love scenes of any kind, the maximum degree of nudity required, the nature of attire (see-through clothes, etc.) and any other relevant information pertaining to the scene which may reasonably be expected to give a full, true and complete disclosure of the nature of the nudity required must form part of the Performer's written contract and must be submitted to the Performer in writing at least forty-eight (48) hours prior to the signing of the Performer's contract. In exceptional circumstances, when a Producer is required to replace a Performer who has been previously contracted for a nude scene on short notice (i.e. within forty-eight (48) hours of said Performer's first contracted day), then the forty-eight (48) hour provision may be waived but all other conditions of A24 apply.
- b. Performers may refuse to do anything not specified in her contract without liability or forfeiture of any portion of the contracted fee.
- c. All Performers' contracts must contain as a rider to such contracts all provisions of this Article.
- d. The minimum fee for a Background Performer appearing nude in a scene shall be not less than that specified herein for an *Actor*, but such performance shall not attract Use or Residual Fees. The minimum fee for an Actor appearing nude in a scene shall not be less than that of a *Principal Actor*, however, only those fees earned as a function of the Actor category shall attract Use or Residual Fees .

#### **A2403 Rehearsal and Performance**

- a. With the exception of the final rehearsal for camera and lighting, there will be no rehearsing in the nude or semi-nude.
- b. During the rehearsal as in a. above and during the shooting of nude or semi-nude scenes the set will be closed to all persons (and observation by means of a monitor prohibited) except for those having a direct and proven professional need to be present.

- c. Except for continuity purposes, still photos, Polaroids, etc. of nude or semi-nude scenes will be taken only if the Performer gives prior written consent, said consent to specify the nature of the photo and the planned use of said photo. Unused stills, Polaroids, etc. and negatives of such scenes will either be turned over to the Performer concerned or otherwise accounted for to the Performer's satisfaction.
- d. Clips or stills of nude or semi-nude scenes shall not be used in promotion, publicity, trailers or in the case of television in recaps of previous Episodes without the written consent of the Performer.
- e. Doubling of a Performer (who did not originally perform in the nude in the Production) to create a nude or semi-nude scene in a Program shall not be done without the written consent of the Performer originally contracted for the role. A complete description of the scene to be doubled will be submitted to the originally contracted Performer at the time of his consent to the use of a double is sought. Doubling of a Performer is permitted where a Performer was contracted and performed in a nude or semi-nude scene in the Production and has given general consent, provided that the use of such double is limited to the general outline of the original nude scene. The Performer shall be given a right to disapprove 50% of the proposed body doubles presented by the Producer to the Performer.
- f. With the consent of fellow Performers, and with the consent of the director, the Performer may have his personal representative on the set.
- g. Where necessary to verify contractual obligations, Performers may request to view the footage at the "fine-cut" stage of a scene in which they appear nude, semi-nude or in scenes of a sexual nature. Permission to view such footage shall not be unreasonably withheld.

## **A25 - RISK PERFORMANCE**

A2501 Performers shall not as a rule be required to undertake risk performances. Whenever possible, Producers shall engage qualified Stunt Performers to undertake such work.

A2502 Where it is not possible to engage a qualified Stunt Performer and other Performers are called upon to undertake a risk or dangerous performance they may:

- a. negotiate an additional fee which shall not be less than the fee for a Stunt Performer;  
or
- b. refuse to perform the risk or dangerous performance but such Performers shall be paid fully for the engagement.

A2503 Notwithstanding any agreement to proceed, the parties reserve the right to review the circumstances and require that a stunt fee be paid. If the parties fail to agree, the matter may be referred to the Joint Standing Committee.

## A26 - STUNT PERFORMANCE & COORDINATION

A2601 **Categories** The following are the categories of *Stunt Performer*:

- a. *Stunt Actor* - A Stunt Performer who is engaged to enact a character (which may include up to ten words ) and who performs Stunt work.
- b. *Stunt Double* - A Stunt Performer who only performs the physical double for the character that the Performer was assigned to double.
- c. *ND Stunt* - A Stunt Performer who is engaged to perform a non-descript Stunt or a general Stunt, which is not attributed to a specific character.
- d. *Stunt Coordinator* - A Stunt Coordinator is responsible for the creation and engineering of Stunts and the engagement of Stunt Performers. The Stunt Coordinator must be a member of the Guild, and be an experienced and qualified Stunt Performer. In consultation with and subject to the approval of the Producer, the Stunt Coordinator is responsible for determining:
  - i. the number and category of personnel required for the Stunt;
  - ii. the amount of Stunt adjustment that is required for each performance of each Stunt, and
  - iii. the safety precautions that are required for each Stunt.
- e. *Associate Stunt Coordinator* The Producer agrees that, on all Productions which qualify as Canadian content and on which a non-Canadian Stunt Coordinator is engaged, (subject to Article A7) the Producer shall also engage a Canadian Performer as an Associate Stunt Coordinator, whose terms and conditions of engagement shall be no less than those specified herein for the category of Stunt Coordinator.

### A2602 Fees

- a. **Stunt Fee** Upon the actual engagement of a Stunt Performer to perform a stunt, the minimum fee shall be that of the Stunt Performer category plus any additional amount (Stunt Fee) which may be negotiated between the Stunt Performer and the Producer in relation to the difficulties, danger and other pertinent details regarding the stunt to be performed.
- b. **Stunt Coordinator** - Minimum daily fee shall be \$580.00, for a ten (10) hour day, with overtime payable at the rate of one hundred and fifty percent (150%) of the regular rate for the 11th and 12th hours and two hundred percent (200%) of the regular rate thereafter (with no Use Payments and no meal or turnaround penalties)



- c. **Stunt Performer** - Minimum daily fee shall be equivalent to the Stunt Performer category rate (plus Use Payments).
- d. **Stunt Actor** - Minimum daily fee shall be equivalent to the Stunt Performer category rate, plus fifty percent (50%) only on those days in which the Stunt Actor performs the role (plus Use Payments).
- e. **Stunt Double / ND Stunt Performer** - Minimum daily fee shall be equivalent to the Principal Performer rate, subject to Article A2201 with respect to additional categories and/or roles performed (plus Use Payments ).
- f. **Performance of Same Stunt on the Same Day** A twenty-five percent (25%) discount of the negotiated Stunt fee may be applicable for the re-performance of a Stunt if the same Stunt Performer, for any reason, is required to repeat the same Stunt on the same day.
- g. **Conditions for a Weekly Contract** The engagement of a Stunt Performer under a weekly contract includes the performance in any one (1) Stunt performance category per day during a specific five (5) day week. Any additional performance in any one (1) day requires an additional contract(s).
- h. **Minimum Weekly Fees** The minimum weekly fees are only applicable to Stunt Performers and shall be calculated on the basis of four (4) times the applicable minimum daily fee, and is understood to include performance on five (5) consecutive days. The hourly rate for Stunt Performers is calculated on the basis of the applicable minimum daily fee divided by eight (8) (hours).
- i. **Consultation for Stunt Performer** There shall be a consultation fee of \$126.25 / \$128.75 / \$131.25 for which a Stunt Performer may be available for up to four (4) hours; with additional hours thereto to a maximum of eight (8) hours payable at Stunt Performer's hourly rate when called by the Producer to discuss the feasibility and/or planning and/or engineering of a Stunt. The foregoing fee will not be payable on days when such a Stunt Performer is engaged to perform such Stunt.
- j. **Consultation for Stunt Coordinator** There shall be a consultation fee of \$232.00 / 236.75 / 241.50 for which a Stunt Coordinator shall be available for four (4) hours, beyond which the Stunt Coordinator shall be entitled to her daily fee.
- k. **Stunt Performer Enacting Role** Except as provided for in A2602 d. the contracted fee for a Stunt Performer or Stunt Double shall be exclusive of any performance in a residual category (eg. Principal Actor, Actor etc.). If the Stunt Performer, in addition to performing the Stunt, also enacts the role of the "character" involved in the stunt, (with the above noted exception for a Stunt Actor role) an additional performance fee applicable to such performance category shall be paid to the Stunt Performer.

A2603 **Audition** The Producer may Audition a Stunt Performer in order to establish the suitability of the Stunt Performer for photographic reasons, or reasons relating to an acting

performance. However, a Performer so Auditioned shall not be required to perform the intended Stunt on a trial basis for Audition purposes.

**A2604 Contract of Engagement** Prior to any stunt performance, a contract will be signed between the Performer and the Producer specifying:

- a. The precise nature of the stunt to be performed;
- b. The Performer's agreement to perform the stunt as specified;
- c. The amount of the fee for each performance of the stunt;
- d. The nature of the agreement between the parties concerning indemnity.

**A2605 Stunt Doubling for Females and Visible Minorities** Where a Stunt Performer doubles for a role which is identifiable as female or a visible minority, and the race and/or sex of the double is/are also identifiable, every effort shall be made to cast qualified persons of the same sex and/or race involved. Where the Stunt Performer is not so identifiable, the Producer shall use best efforts to increase the employment of women and visible minorities for such Stunts.

**A2606 Creating and Engineering Stunts** The creation and engineering of a Stunt and the engagement of other Stunt Performers shall be governed by the following:

- a. Actual work involved in accomplishing the Stunt including engineering and planning details, shall be satisfactory to the Stunt Performer, particularly when the Performer has not been retained to engineer and/or plan the Stunt as well as perform in it.
- b. In creating, performing or engineering a Stunt, a Stunt Performer may also be contracted at a negotiable fee to engage other Stunt Performers who may be known to him as a specialist in the Stunt work of the particular type required, e.g. auto crashing, Stunt work with horses, tree felling, etc. Casting of additional Stunt Performers when required shall be mutually satisfactory to the Producer and all Stunt Performers engaged for the same Stunt.

**A2607 Scripted Stunts** Except for *bona fide* emergencies, no Background Performer hired as such may be engaged for scripted Stunts on any production if, on that day, the Background Performer was engaged as a Background Performer in the same Production.

A Stunt is a *non-script Stunt* when not called for or contemplated by the action in the script, and not pre-planned, pre-conceived or deliberately omitted for the purpose of evading this rule.

**A2608 Safety and Protection of Performers**

- a. A paramedic or registered nurse shall be present on all sets where hazardous work is planned. The Producer shall properly equip this person, establish the capabilities of nearby medical facilities, and provide transportation and communication with these facilities.

- b. When a Production requires scripted or non-script Stunts, a Stunt Coordinator shall be engaged and present on the set where appropriate in accordance with customary industry practise. No Performer without requisite training and/or experience shall be required to perform a Stunt, without an opportunity for prior consultation by the Performer with such qualified Stunt Coordinator or such other individual with the requisite experience and/or expertise in the case that a Stunt Coordinator is not required.
- c. Persons involved in the planning and/or execution of a Stunt shall be entitled to inspect any vehicle, mechanical device and/or equipment that is to be used in the execution of such Stunt, on the day prior to its use, provided that the equipment is available. In any event, such persons shall be granted reasonable time for such inspections. No payment shall be due for such final inspections.
- d. Producers shall instruct Stunt Coordinators to notify the Local Guild Office of scripted Stunts involving non-Stunt Performers, which notice shall include the date, location and Producer involved, to the extent known.
- e. The Performer's consent shall be a requisite precondition to performing Stunts or other hazardous activity. This consent shall be limited to the Stunt or activity described to the Performer at the time consent was given. They **do not** have to agree; the Performer may always request a double.
- f. All reasonable requests and requirements for safety equipment in connection with the performance of Stunts shall be complied with by the Producer or the Producer's representatives on the set or location.
- g. Equipment provided by the Producer (eg. autos, motorcycles, wagons) shall be in suitable repair for the safe and proper performance of the Stunt.
- h. No Performer shall be required to work with dangerous animals without a qualified handler or trainer being present on the set.
- i. No Stunt Performer shall be rigged with an explosive device of any kind without the presence of a qualified special effects person and a member of the police Emergency Task Force squad (or equivalent) on the set. All performers rigged with an explosive device (eg. squibs) shall be considered to be undertaking a Risk Performance.
- j. Stunt Performers shall have the right to negotiate for additional compensation for any Stunt work required that is over and above that originally agreed.

**A2609 Safety Guidelines** The Producer shall obtain and adhere to all applicable safety guidelines issued by the applicable Provincial Government Ministry. The Producer further agrees to cooperate in disseminating such guidelines and adhering to future addenda and/or changes implemented by the aforementioned Ministries.

**A2610 Insurance for Stunt Performers** The Producer will extend its General Liability Insurance policy to Stunt Performers and Coordinators, if such coverage is available.

**A2611 Stunt Driving Guidelines** When the Producer requires any of the following conditions to occur, a vehicle driver shall qualify as a Stunt Performer:

- a. When any or all wheels leave the driving surface;
- b. When the tire traction is broken, i.e. skids, slides, etc.;
- c. Impaired vision - when the driver's vision is substantially impaired by dust, spray (when driving through water, mud, etc.), blinding lights, restrictive covering of the windshield, or any other condition restricting the driver's normal vision.
- d. When any aircraft, fixed wing or helicopter, is flown in close proximity to a vehicle, creating hazardous driving conditions;
- e. Whenever speed, close proximity of two or more vehicles, unusual road conditions, obstacles or difficult terrain create conditions dangerous to the driver, passengers, film crew, by-standers or the vehicle;
- f. When for safety reasons, a Performer is doubled on-camera as the driver of a vehicle, the Stunt Double shall qualify as a Stunt Performer. This would apply to passengers in a vehicle who must be doubled for their safety.

## **A27 - MINORS**

**A2701 Preamble** All Parties to the Collective Agreement recognize the special situation that arises when Minors are engaged in the workplace. The Parties are dedicated to ensuring a safe environment for all Performers, with extra care given to the proper health, education, morals, and safety of Minors. For the purposes of this Agreement, the term *Minor* shall refer to Performers under the age of sixteen (16) years. The term *Parent* shall include the Minor's legal guardian.

Although the following special provisions apply to Minors, they are still subject to the minimum terms and conditions stipulated elsewhere in this Agreement. In the event of a conflict between Article A27 and the other terms of this Agreement, then the terms of Article A27 shall prevail.

**A2702 Violations** The Parties acknowledge that a breach or violation of the provisions of Article A27 may result in harm to a Minor and therefore the Parties undertake to act expeditiously when a violation is alleged to have occurred. In this regard the Guild and the Associations may agree that the circumstances are such that any time periods or steps established pursuant to the Grievance procedure may be abridged, in order that the dispute may be resolved or breach or default be cured as soon as possible. The Joint Standing Committee shall be entitled to award damages to an aggrieved party for breach of the provisions of Article A27 where the Committee feels such damages are warranted.

## **A2703 Conditions of Engagement**

- a. The Producer shall advise the Minor's Parent(s) at the time of engagement of the complete terms and conditions of the employment, including, but not limited to, studio, location, estimated hours, hazardous work and special abilities required. The Producer shall furnish the Parents with a script, plus all revisions, prior to shooting.
- b. The Producer is required to provide special notification of night shoots (ie. between 19h00 and 06h00), and/or performances where a Minor is asked to perform activity with a level of physical proficiency or other physical skill superior to that of the average Minor.
- c. If not notified at the time of contracting, a Parent responsible for the Minor shall be notified at least forty-eight (48) hours in advance when the Minor will be asked to perform work requiring superior physical skill. In the event that forty-eight (48) hours notice cannot be given, the Minor shall not be required to perform work requiring superior physical skill unless the Minor's Parent consents, such consent not to be unreasonably withheld. In such instances, notice shall also be given to the Guild.
- d. In case of work requiring superior physical skill, a description of the activity required will be provided in the Minor's contract (if known at the time of contracting).
- e. In case of night shoots, thirty-six (36) hours notice shall be provided to a Parent responsible for the Minor, subject to the exigencies of production. In the event that less than thirty-six (36) hours notice is provided, such notice shall be provided to the Minor's Parent and the Guild.

#### **A2704 Parental Responsibilities**

- a. The Parent shall familiarize himself with the requirements of the role as described in the script or otherwise disclosed to the Parent. The Parent shall be given a copy of *Appendices 5 and 6*. *Appendix 5* and, if applicable, *Appendix 6* shall be completed and delivered to the Guild and the Producer after a Booking by the Producer but prior to the delivery of a contract to the Parent, or in the case of a Minor engaged in the Background Performer categories, prior to the commencement of work.
- b. The Parent shall disclose, in writing, any medical history or condition or any attitudinal or psychological condition of which the Parent is aware which might foreseeably interfere with, or have an impact on, the Minor's ability to carry out the role for which the Minor is being considered.
- c. For Minors ten (10) years of age and older, the Parent shall execute and deliver, with the contract, an Emergency Medical Authorization enabling the Producer to obtain emergency medical treatment for the Minor in the event the Parent cannot be located immediately when such treatment is required.

#### **A2705 Work Day and Rest Periods**

- a. The work day shall not exceed eight (8) consecutive hours per day excluding meal periods.
- b. For Minors under twelve (12) years of age, overtime is forbidden.
- c. For Minors aged twelve (12) to fifteen (15), a maximum of two (2) hours per day of overtime may be permitted, provided that in the event that a Minor is required to work a cumulative maximum of four (4) hours of overtime over three (3) consecutive days, the Minor shall not be required to work any overtime on the immediately following day, unless the Parent consents. Such Minors shall be given rest periods of not less than twelve (12) hours between the end of one work day and the beginning of the next work day.
- d. For Minors under age of twelve (12), there shall be a rest period of not less than twelve (12) hours between the time the Minor arrives at his home (or place of accommodation, while at a Distant Location) and the time that the Minor leaves for the set for the next call.
- e. When the Producer is required to provide transportation, best efforts shall be made for Minors to leave the set within thirty (30) minutes of the end of the Minor's working day. The Producer shall ensure that transportation home (or place of accommodation) is provided for any Minor wrapped after dark.

**A2706 Minimum Call** The minimum call for a Minor under the age of twelve (12) shall be four (4) hours. The minimum fee for such four hours shall be one-half (½) the minimum daily fees provided in B101. Where the call extends beyond four hours, the call shall automatically revert to an eight hour call.

**A2707 Time before Camera, or Rehearsal** Minors shall not be continually required before the camera or under lights for longer periods of time during a work session than specified below. Breaks shall be taken away from the set when and wherever possible.

- 2 years and under: 15 consecutive minutes (minimum break 20 minutes)
- 3 - 5: 30 consecutive minutes (minimum break 15 minutes)
- 6 - 11: 45 consecutive minutes (minimum break 10 minutes)
- 12 - 15: 60 consecutive minutes (minimum break 10 minutes)

**A2708 Presence of Parent**

- a. A Parent of a Minor under ten (10) years of age must be present at all times when a Minor is on set and must accompany the Minor to and from the set or location, and shall have the right to accompany the Minor on hair, makeup, and wardrobe calls, if the space can accommodate the Parent, and provided that the Parent is not disruptive.
- b. A Parent of a Minor ten (10) or older shall have the right to be present at all times when their child is working. The Parent shall advise the Producer if and when he or

she will be present. When the Parent is not present, a responsible Chaperon (not less than eighteen (18) years of age) shall be appointed by the Parents to assume full supervision of the Minor for the duration of the engagement.

- c. The appointment of the Minor's Chaperon shall be completed in triplicate, in the form provided in *Appendix 6*, one copy of which shall be provided to the Producer, one copy to the Guild and one to be retained by the Parent.
- d. The Parent or Guardian shall not interfere with the Production unless interference is required to ensure the Minor's safety.
- e. The Producer shall bear the travel expenses and per diem of one (1) Parent accompanying a Minor to a Distant Location. The amounts of such travel expenses and per diem shall be equivalent to those paid to a Performer under this Agreement. With respect to Performers aged sixteen (16) and seventeen (17) who are living with a Parent, such Performer shall have the right to travel to a Distant Location with a mutually agreed to Chaperon provided by the Producer, unless the Performer's Parent(s) consents in writing to such Performer travelling alone.

**A2709 Dangerous Work** No Minor shall be required to work in a situation that places him in clear and present danger to life or limb, or if the Minor or Parent believes the Minor is in such a situation. Where a Minor is engaged to perform subject matter which the Producer knows, or ought reasonably to know could be of a psychologically damaging nature to the Minor, a psychologist or therapist properly accredited by the applicable Provincial Ministry shall be hired by the Producer to guide and assist the Minor to handle the emotional and mental stress of such subject matter. The Producer shall be required to carry out the psychologist's or therapist's recommendations which may include such psychologist's or therapist being present on set.

#### **A2710 Tutoring**

- a. Where a Minor who normally attends school is required to work during school time, the Parent, unless the Producer undertakes to do so, shall consult the Minor's school principal or regular teacher prior to commencement of work. The Producer shall institute the measures for tutoring that the Minor's principal or teacher propose. The cost of the Tutor will be borne by the Producer.
- b. Where a Minor is engaged in a Production, such that he is required to miss at least three (3) days of regular school in a given school week, or at least nine (9) days of regular school in a school year over the course of a Production, the Producer agrees to employ a Tutor to be present during the Minor's work day from the first day of such engagement.
- c. Notwithstanding the foregoing, in the event that at the time of contracting, the production schedule is such that the Producer is not required to employ a Tutor in accordance herewith, but the production schedule is subsequently changed such that the Minor is required to miss, or actually misses, at least three(3) days of regular school in a given school week, or at least nine (9) days of regular school in a school

year over the course of a Production, then the Producer shall only be obligated to employ a Tutor from such date on a non-retroactive basis, subject to the Producer instituting those measures for tutoring proposed by the Minor's principal or teacher.

- d. **Tutors will be properly qualified** The Guild shall advise the Parent to consult with the Minor's school and secure the Minor's regular school assignments and school books which will be used by the Minor and the Tutor.
- e. When tutoring is required, the Minor shall have access to the Tutor during the work day when the Minor is not required to work.

A2711 **Minor's Coordinator** When Minors are engaged, one individual on each set or location will be designated by the Producer to coordinate all matters relating to the welfare and comfort of such Minors. The Minors' Parents will be notified of the name of the individual designated as Coordinator. On any set on which six (6) or more Minors are engaged, the Coordinator shall have as his primary responsibility the welfare and comfort of the Minors, in which case such Coordinator shall not double as a Tutor, unless all Minors are being tutored at the same time.

A2712 **Time of Calls** Auditions, interviews, individual voice and photographic tests, fittings, wardrobe tests, makeup tests and photographic conferences for Minors shall be after school hours. Calls for actual production shall not be so limited. However, Minors shall not be required to work beyond 23h00 without the consent of the Parent.

A2713 **Food** The Producer recognizes the special nutritional requirements of Minors. To that end, the Producer shall provide Minors with a selection of milk, juices and healthy snacks. All Minors shall be fed meals on evening shoots.

## **A28 - TALENT AUDITIONS, INTERVIEWS & INDIVIDUAL TESTS**

A2801 **Screen and Voice Tests** Screen and/or voice tests are those try-out periods wherein a Performer or a Specialty Act, or group of Performers are tested for ability, talent, physical attributes and/or suitability for inclusion in a Production. Performers shall sign in on a sign-in sheet provided at the place of audition, a copy of the sign-in sheet will be provided to the Local Guild Office after the completion of the auditions. Performers shall not be required to learn special material or spoken lines or special business. No fees are required for the auditioning of a Performer. It is the intention of this clause to afford the opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than one (1) hour before the commencement of an Audition / interview shall be compensated for all excess time over the hour at the rate of \$29.00 / 29.50 / 30.00 per hour or part thereof.

A2802 **Audition Recall** Where a Performer is required to attend a third (3rd) or subsequent audition, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than \$50.25 for each hour or part thereof.



A2803 A Performer engaged to take part in another Performer's test shall be paid at the rate of \$19.75 / 20.25 / 20.75 per hour or a minimum payment of \$97.25 / 99.25 / 101.25 whichever is greater.

A2804 **Open Audition Call** Where open Performer Auditions, tests or interviews are to be held for any category, except Background Performers, notice of such Audition with necessary details shall be given to the Guild not less than four (4) days prior to such Audition when feasible. When scheduling auditions for Performers, the Producer will make reasonable efforts to provide the Performers with forty-eight (48) hours notice of such an audition.

A2805 **Preference of Audition** The Producer agrees to give the Guild members preference in the Auditioning of Performers. In the case of "open calls", Guild members shall be Auditioned in advance of and separate from non-Guild members. However, Guild members may be Auditioned during non-member Auditions if they are unavailable during member Audition time.

A2806 The Producer shall provide either transportation or an escort to the nearest public transportation when a Performer completes an Audition or Call between the hours of 22h00 and 6h00.

A2807 The Producer shall make reasonable efforts to have sides and/or scripts available to Performers twenty-four (24) hours prior to an audition.

## A29 - PILOT PROGRAM

A2901 **Pilot Program** The minimum performance and daily fee provided in this Agreement (except for Background Performers) may be discounted by fifty percent (50%) for the Production of a pilot Program. Hourly, overtime, or any other rates and fees shall not be discounted. The use of a pilot Program shall be limited to evaluation purposes, and shall not include broadcast. Any other use of the Program including broadcast shall require a step-up of fees to Performers to the minimum fees in this Agreement, or the contracted fee whichever is the higher and the payment of the applicable use fee(s).

## A30 - RETAKES, ADDED SCENES & AUDIO RECALL

A3001 **Post-synchronization** A Performer required to do Post-synchronization in the course of a working day, shall do such work and such work may be done without additional compensation.

A3002 **Retakes After Completion of Regular Schedule** In the event that Performers are required by the Producer to return for retakes following the completion of the regular schedule of work, the Performer shall be obligated to work on such retakes providing such recall to work does not conflict with a prior commitment made by the Performer. Should there be a conflict of engagements, the Producer shall reschedule work to permit the Performer to keep the Performer's prior commitments; or compensate the Performer to the extent of the loss

incurred by the Performer in the event the Performer is able to withdraw or postpone the conflicting prior commitment.

**A3003 Contracting Procedure** The Guild must be notified of any proposed work under this Article. If the Security for Payment has been returned to the Producer, a new Security for Payment may be required upon recall. The Guild shall receive work reports concerning such work. Performers shall be contracted and paid the following fees when recalled to work:

- a. **On-Camera Work** The original pro-rata contract rate for such day of work.
- b. **Post-Synchronization (On-Camera Performer)** The on-camera Performer required to provide off-camera work (post-synchronize such Performer's on-camera performance) following the completion of the schedule of work shall be paid the original on-camera pro-rata contracted hourly rate for a minimum payment of two (2) hours for each day of such recall to work. There shall be no unpaid meal period in a two (2) hour call.
- c. **Recall (Off-Camera Performers)** The Off-Camera Performer recalled to provide additional work shall be paid the original pro-rata contracted hourly rate for a minimum of four (4) hours for each day of such recall to work. There shall be no unpaid meal period in a four (4) hour call.
- d. **Recall (Narrators and Commentators)** The Narrator or Commentator recalled to provide additional work shall be paid the original additional work time hourly rate with a minimum of four (4) hours for each day of such recall to work or the fee paid for the original session, whichever is less. There shall be no unpaid meal period in a four (4) hour call.

**A3004 Prop Shots** In the event that a Performer is called in for a photography session in which the resulting photo(s) will be used as a prop in a Production, the Performer shall be entitled to payment at the Performer's contracted daily fee, with a four (4) hour minimum call. In the case where a Performer does not otherwise appear in the Production, they shall be paid no less than the Actor rate, with a four (4) hour minimum call. These fees shall not form part of the *Net Fees*.

### **A31 - PICK-UP PERFORMANCE**

**A3101 The Guild's Consent** There shall be no pick-up of Performers in any theatre, nightclub, circus, hotel, studio or other places where Performers are appearing, without the consent of the Guild. When such consent is given, the Performers concerned shall be entitled to additional amounts for such performances as are required under the terms of this Agreement or, where applicable, the reciprocal agreement between the Guild and any other Performer's association having jurisdiction, whichever amount is greater. Upon request, a copy of the applicable reciprocal agreement will be furnished to the Producer. It is agreed that the Guild may waive the provisions of A22 in the case of the pick-up of a live dramatic presentation in which Actors are required to play multiple roles.

A3102 **Insert Fees** Where the pick-up of a performance or rehearsal is for the purpose of producing an insert in a Program of longer length (such as a promotional or publicity Program) and no extra rehearsal or additional work is required by the Performer, the Producer may apply to the National Executive Director of the Guild for fees and rates, including use fees, for such inserts. Such fees shall be based upon the fees provided in this Agreement.

A3103 **News Short** Upon the consent of Performers involved, and conditional upon the pick-up of the performance being accomplished during normally scheduled performance or rehearsal, up to two (2) minutes of recorded performance may be used in information Programs only, without additional payment.

## **A32 - PUBLICITY STILLs, TRAILERS & PROMOS**

A3201 **Publicity Stills** Publicity stills or trailers may be used to publicize a Program in which the Performer has appeared. Still photographs or trailers shall not be used for any other purpose except where the Producer has contracted with the Performer for use of such still photographs and trailers. The Performer shall agree to be available as reasonably required by the Producer for the purposes of promoting and publicizing the Production. The Performer shall ensure his availability for no less than an aggregate of four (4) hours for such purpose.

A3202 **Program Excerpt** An excerpt of not more than two (2) minutes in length, may be used as a trailer or promo, including use in an awards Program for the promotion of a Program or Programs within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips also may be used within a Series from which the footage was taken for recaps, previews or teasers without additional payment.

A3203 If the Producer desires the services of a Performer in making publicity stills, promos or trailers, the Performer shall be paid a fee not less than \$223.50 / 228.00 / 232.50 with four (4) hours included work time, such fee to include thirteen weeks of use.

A3204 The Performer may not take, or cause to be taken, still pictures on the set or location, without the full knowledge and prior consent of the Producer.

## **A33 - EXCERPTS**

A3301 The Producer may take excerpts (other than recaps, previews and teasers) from a Program in which a Performer has participated for use in another Program or Interstitial upon payment to the Performers (except Background Performers) in the excerpt of a fee not less than the contracted daily fee of those Performers applicable in the same category of performance as the original Program. All other terms and conditions of this Agreement shall apply to the new Program as if the Performer had actually participated. In the case of a Performer required to participate in new work for the Program, a second contract of engagement shall be issued. Excerpts from any number of episodes of a series may be used in another Production upon payment to the Performers in the excerpts of one program fee, including Use Fees. The program fee rate (ie. Principal Actor or Actor) will be based on the Performer's role in the excerpt and the Use Fees will be that required for the new Production.

A3302 If flashbacks (other than recaps, previews and teasers) are used in an Episode in which a Performer does not otherwise appear, the Performer shall be paid not less than his contracted daily fee for the Program from which the flashback footage was taken. All other terms and conditions of this Agreement shall apply as if the Performer had actually participated.

A3303 **Opening montages** When a Performer (other than a Background Performer) appears in an opening montage and in fifty per cent (50%) or more of the Episodes in the Series cycle, he shall receive no additional payment for such use. If a Performer appears in an opening montage and in less than fifty per cent (50%) of the Episodes in the Series cycle, he shall be paid a use fee equal to five per cent (5%) of his contracted daily fee for each Episode in which the opening montage is used in which he does not otherwise appear.

A3304 **Series Theme Music** Payment of the following fees shall entitle the Producer to utilize the theme on one episode of the series. Use of the theme on additional episodes shall require payment of an additional five percent (5%) of such fee per episode (plus applicable Use Fees)

	<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Included Work Hours</u>
Singers	\$312.00	\$55.75	\$83.75	4
Solo or Duo	318.25	56.75	85.25	4
	324.50	58.00	87.00	4
Group	\$210.25	\$37.50	\$56.25	4
Singers	214.50	38.25	57.50	4
	218.75	39.00	58.50	4

A3305 **News/News Magazine Programs** An excerpt of up to two (2) minutes may be used by the Producer of the original Production on a news or a news magazine program, without payment to the Performer(s) involved provided the material is used for the promotion of the Performer(s) and/or the original Production, or because of the newsworthy nature of the performance and/or the original Production. There shall be no more than three (3) such excerpts of different programs in any thirty (30) minute period.

**A34 - REPLACEMENT OF A PERFORMANCE**

A3401 The Producer agrees that she will not, without the Performer's consent, Lip Synchronize or use a Photographic Double in lieu of the Performer, except under the following circumstances:

- a. when necessary to meet expeditiously the requirements of the exhibition;
- b. when necessary to meet expeditiously censorship requirements, domestic or foreign;
- c. when, in the opinion of the Producer, the failure to use a Photographic Double for the performance of hazardous acts might result in physical injury to the Performer;
- d. when the Performer is not available, or when the exigencies of the Production render such impracticable; and/or

- e. when the Performer fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music, or other similar services requiring special talent or ability other than that possessed by the Performer.

Pursuant to any of the provisions a. through e. above, the Producer shall have the right to Lip Synchronize or use a Photographic Double to synchronize or double not only the acts and poses, plays and appearances of the Performer, but also the voice of the Performer, and all instrumental, musical and other sound effects to be produced by the Performer to such an extent as may be required by the Producer.

### **A35 - CREDITS**

A3501 In its distribution or licensing agreements with exhibitors, distributors, broadcasters, or similar licensees, the Producer shall include a provision prohibiting the licensee from deviating from the contracted Performer credits. In the case of an inadvertent breach, the breach shall be cured prospectively.

A3502 In Documentary or Industrial Programs, if any craft credits are given, credits to Performers as provided in this Article shall apply.

A3503 The Producer will use its best efforts to place at the end of each theatrical film and TV movie, a cast of characters naming the Performers and the roles played.

A3504 All credits will be in a readily-readable colour, size and speed, subject only to the requirements of the broadcaster.

A3505 Should the Producer fail to provide the credits on the Program as required above, the Producer agrees to the following remedy:

- a. to correct the omission prior to public showing where possible; or
- b. if correction as in a. above is not possible, to fulfil the intent of the provisions for credit by inserting in appropriate daily and/or trade papers announcements for the sole purpose of identifying the Performer whose credit has been omitted. The specific periodicals and the size and content of the announcements will be the subject of negotiation between the Producer and the Performer. Should the parties fail to agree on the nature of these announcements, the matter may be submitted to the Joint Standing Committee for resolution. Cost of these advertisements will be borne by the Producer.

A3506 The Producer shall include the Guild logo on the credit or cast roll, if that of any other union or guild is included, and if the Guild provides the logo on a timely basis.

### **A36 - PAYMENT**

**A3601 Payment** It is understood that all fees must be paid within fifteen (15) calendar days following performance.

**A3602 Late Payment Penalty** In the event that payment of fees is not forthcoming as prescribed in A3601, the Producer shall pay to the Performer a late payment charge of twenty-four percent (24%) per annum, payable monthly, of the total outstanding gross fees, for each thirty (30) day period or part thereof, beginning with the first day following the fifteenth (15th) day. This provision shall not apply in the following circumstances:

- a. Where the Producer has filed with the Guild a *bona fide* dispute relating to the fees payable.
- b. Where normal methods of payment are interrupted, e.g. by reasons of National mail strike.

**A3603 Reporting of Errors** Upon receipt of fees, a Performer shall have thirty (30) days in which to report any error in payment, following which the payment shall be deemed to have been correct.

#### **A3604 Assumption Agreement**

- a. If the Producer sells, assigns, or otherwise disposes of any production produced under this Agreement or any rights thereto, to a party that is not a Distributor (in which case Art. B512 will apply), the Producer shall not be relieved of any of its or her obligations for payments due under this Agreement, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (the Purchaser) assumes the obligations for such payments by a Purchaser's Assumption Agreement in the form contained in *Appendix 7a*, and the Guild approves the assumption in writing. Such approval shall not be unreasonably withheld.
- b. Upon seeking the approval of the Guild to a sale, assignment or other disposition as provided for herein, the Producer shall provide to the Guild such information and material pertaining to the Purchaser as the Guild may reasonably require, including but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

**A3605 Right of Audit** The Producer agrees that, for the purposes of verifying the propriety of payments made under this Agreement, the Guild shall have full access to and shall be entitled to examine and audit at annual intervals, or more frequently if warranted by the circumstances as determined by the Guild, at normal place of business and normal business hours, all books, records, accounts, receipts, disbursements and any other relevant documents related to the Program.

**A37 - ADMINISTRATION FEE**

A3701 The Producer shall assist in defraying the cost of administering the terms of this Agreement, by paying as an administration fee the following percentage of the Gross Fees paid to all Performers engaged for the production of a Program:

- a. If the Producer is a Member in Good Standing of the CFTPA as of the date of the remittance of the fee, (which membership in good standing shall be confirmed by the Association by written notice), one percent (1%), to a maximum of \$1,500.00 dollars per Production or Episode, to each of the Guild and the CFTPA.
- b. If the Producer is a Member in Good Standing of the APFTQ, only as of the date of the remittance of the fee, one percent (1%), to a maximum of \$1,500.00 dollars per Production or Episode, to the Guild. A Producer who is a member of the APFTQ only shall pay any levies which may be due to the APFTQ directly to the APFTQ.
- c. If the aggregate Gross Fees paid to performers in respect of a Production excluding a Series, is in the amount of \$2 million or more, the above noted maximum administration fee in paras. a. and b., shall be in the amount of \$3,000.00 to each of the Guild and the CFTPA.
- d. If the Producer is not a Member in Good Standing of one of the Producers' Associations as of the date of the remittance of the fee, as evidenced by written notice from one of the Associations to such effect, four percent (4%), with no maximum for any Production or Episode, to be sent directly to the Guild.

A3702 **PRS Administration Charge** As an additional administration fee for the ACTRA PRS (see Article B514), to partially defray the cost of monitoring and enforcing the provisions of Part B of this Agreement, each signatory Producer shall remit to the PRS one half of one percent (0.5%) of Gross Fees paid to all Performers engaged in the production of a Program on the same terms and conditions as contained in Art. A3701. The parties agree that the amount of the administration fee payable hereunder, shall be subject to the following maximums:

For a Television Series:      \$250.00 per episode, subject to a maximum of \$1,500.00 per season

For any other Production:      \$1,500.00

A3703 A Member in Good Standing is defined as a member of an Association whose payments to the Association for membership dues and administration fees are up to date.

A3704 The Producer shall remit the administration fees to the Local Guild Office and to the Association at the same time and for the same period covered by the Production payroll. The fees shall be payable by cheques to the Guild and to the Association and mailed to the Local Guild and Association offices.

A3705 All amounts collected under Art. A3701 d. above shall be divided as follows: 50% shall be retained by the Guild and 50% shall be paid to the CFTPA (or the APFTQ, if the majority of

the Production was shot in Quebec). The Guild shall remit the respective shares of the administration fees itemized by Production to the CFTPA or APFTQ within 30 days of the end of each calendar quarter. Upon seventy-two (72) hours notice, an authorized representative of CFTPA or APFTQ may, during normal business hours, inspect the books and records of the Guild pertaining to the collection and remittance of the administration fee.

A3706 Amounts paid under Art. A3701 to the Guild and to the Association shall each be accompanied by a completed copy of the Performer Remittance Statement Form provided to Producers.

A3707 During the life of this Agreement, the CFTPA may amend the amounts payable to the CFTPA set out in Article A3701 a.

### **A38 - INSURANCE & RETIREMENT PLAN & PERFORMER DEDUCTIONS**

A3801 **Insurance** The Producer shall contribute, for insurance benefits of each Performer who is a member of the Guild, an amount equal to three percent (3%) of the Gross Fees (inclusive of Use fees) paid to such Performer.

A3802 **Retirement Plan** The Producer shall contribute, for retirement purposes of each Performer who is a member of the Guild, an amount equal to six percent (6%) of the Gross Fees (inclusive of Use Fees) paid to each such Performer.

A3803 **Deductions from Performer's Fees - Retirement Plan** The Producer shall deduct, for retirement purposes, an amount equal to three percent (3%) of the Gross Fees (inclusive of Use Fees) paid each Performer.

A3804 **Deductions from Performer's Fees - Guild Dues** The Producer shall deduct 1.75% of the Gross Fees (inclusive of Use Fees) paid each Performer who is a Guild member and remit such amount to the Guild. During the life of this Agreement, the Guild may amend the percentage of this deduction.

A3805 **Non-members** The Producer shall contribute an amount equal to nine percent (9%) of the Gross Fees paid to each Performer who is not a member of the Guild (including those designated as Apprentice or temporary members, and work permittees) for disposition in such manner and for such purposes as may be determined in the absolute discretion of the ACTRA Fraternal Benefit Society. Where non-resident Performers (who are not members of the Guild) are contracted, the deductions made and Producer contributions and payments required under this Article shall be limited to the minimum fees in this Agreement.

A3806 **Maximum Contributions** With respect to Performers whose Gross Fees (inclusive of Use Fees) from a contract of engagement exceed \$100,000 (Canadian), the maximum contributions pursuant to Article A38 shall be:

- a. \$ 3,000.00 (Canadian) pursuant to Article A3801
- b. \$ 6,000.00 (Canadian) pursuant to Article A3802;



- c. \$ 3,000.00 (Canadian) pursuant to Article A3803.

For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.

**A3807 Payment Procedure** All contributions and deductions made pursuant to this Article, other than payments made pursuant to A3804, shall be payable by cheque to the *ACTRA Fraternal Benefit Society*. All contributions and deductions made pursuant to A3804 shall be payable by cheque to the Guild. All cheques shall be mailed to the Local Guild Office in the location where the Production is being produced and/or administered. All deductions and contributions shall be indicated on the "Performer Independent Production Remittance Statement" and shall be payable at the same time as, and for the same period covered by, the Production payroll.

**A3808 Late Payment Penalties** Late payment penalties provided in A3602 shall also be applicable to the payment of Insurance and Retirement contributions and deductions.

**A39 - APPENDICES** The following Appendices shall form part of this Agreement:

2. Letter of Adherence (A103)
3. Performer Work Report (A515, A518 and C302)
4. Corporate Guarantee (A517)
5. Standard Contract Form (A804)
6. Declaration of Parent in the Engagement of Children (A2704)
7. Chaperon Form & Emergency Medical Authorization Form (A2704 and A2708(3))
8. Distributor's Assumption Agreement on Sale or Other Disposition (B512)
- 7a. Purchaser's Assumption Agreement on Sale or Other Disposition (A3604)
9. Security Agreement
10. Background Performer Voucher (C402, C406)
11. Preservation of Bargaining Rights
12. Negotiation Protocol
13. Arbitration Provisions (Appendix 10 and 11 and Article B3)
14. Statutory Declaration for Casting Directors (C202)
15. Canadian Independent Production Incentive Program (*CIPIP*)
16. Daily Serials (*Soaps*) Agreement
17. The Dubbing Section

PART B: MINIMUM FEES, DISTRIBUTION, USE RIGHTS & FEES

**B1 - MINIMUM FEES**

**B101 Minimum Daily Fees for On-Camera Performers** (Per Performer - Except Background Performer) *The rates and fees are based on an EIGHT (8) hour day, except for **Stunt Coordinator** rates and fees, which are based on a TEN (10) hour day.*

Categories (Listed below)	Year	Daily Fee	Hourly Rate	Overtime Rate	Weekly Rate
<b>1. Principal Actor, etc.</b>	1	\$445.00	\$55.75	\$83.75	\$1,780.00
	2	\$454.00	\$56.75	\$85.25	\$1,816.00
	3	\$463.00	\$58.00	\$87.00	\$1,852.00
<b>2. Singers etc.</b>	1	\$333.50	\$41.75	\$62.75	\$1,334.00
	2	\$340.25	\$42.50	\$63.75	\$1,361.00
	3	\$347.00	\$43.50	\$65.25	\$1,388.00
<b>3. Actor, etc.</b>	1	\$300.25	\$37.50	\$56.25	\$1,201.00
	2	\$306.25	\$38.25	\$57.50	\$1,225.00
	3	\$312.50	\$39.00	\$58.50	\$1,250.00
<b>4. Variety Principal</b>	1	\$668.25	\$83.50	\$125.25	\$2,673.00
	2	\$681.50	\$85.25	\$128.00	\$2,726.00
	3	\$695.25	\$87.00	\$130.50	\$2,781.00
<b>5. Chorus Performer</b>	1	\$432.75	\$54.00	\$81.00	\$1,731.00
	2	\$441.50	\$55.25	\$83.00	\$1,766.00
	3	\$450.25	\$56.25	\$84.50	\$1,801.00
<b>6. Stunt Coordinator</b>	1	\$580.00	\$58.00	\$87.00	n/a
	2	\$591.50	\$59.25	\$89.00	n/a
	3	\$603.25	\$60.25	\$90.50	n/a
<b>7. Stunt Actor</b>	1	\$667.50	\$83.50	\$125.25	n/a
	2	\$680.50	\$85.00	\$127.50	n/a
	3	\$694.00	\$86.75	\$130.25	n/a

Year 1: From November 1, 1995 to December 31, 1996  
 Year 2: January 1, 1997 to December 31, 1997  
 Year 3: January 1, 1998 to October 31, 1998

**Categories:**

1. Principal Actor, Announcer, Cartoonist, Dancer (solo or duo) Host, Narrator, Commentator, Puppeteer, Singer (solo or duo), Specialty Act, Sportscaster, Stunt Performer, Panelist;
2. Singers or Dancers in groups of up to four (4)
3. Actor, Model, Singers or Dancers in groups in excess of four (4)
4. Variety Principal
5. Chorus Performer
6. Stunt Coordinator
7. Stunt Actor

**B102 Minimum Fees for Performers in Series** In a Series, the performance fees may be calculated on the basis of the minimum daily fees (provided in B101) either "per Episode" or "per day of production", whichever is the greater.

**B103 Minimum Fees for Off-Camera Performers and Lip Synchronization in Programs** (Per Program).

Categories	Year	Daily Fee	Hourly Fee	Overtime Rate	Included Work Hours
<i>Principal Actor</i>	1	\$312.00	\$55.75	\$83.75	4
	2	\$318.25	\$56.75	\$85.25	4
	3	\$324.50	\$58.00	\$87.00	4
<i>Actor, etc.</i>	1	\$210.25	\$37.50	\$56.25	4
	2	\$214.50	\$38.25	\$57.50	4
	3	\$218.75	\$39.00	\$58.50	4

For the purpose of this clause, *Principal Actor* shall include all categories noted under B101 (1.) and (2.); *Actor* shall include all categories noted under B101 (3.).

*The Fees and Rates in B103 are based on Four (4) Hours of Included Work Time.* When work is continued beyond the designated Four (4) hours included work time on a single program on a day, the fifth (5th), sixth (6th), seventh (7th) and eighth (8th) hours of work shall be paid at the hourly rate specified above. Work, if required, beyond the eighth (8th)

hour of work shall be paid at the overtime rate specified above per hour. (Note: dubbing of animated programs is covered by *Part D*).

**B104 Minimum Fees for Off-Camera Narrators and Commentators in Programs** (Per Program). For purposes of payment to Off-camera Narrators and Commentators, the Program shall be divided into ten (10) minute segments.

Payment shall be based on the number of such segments in which the Performer appears and shall be a minimum of the following:

a. **Fees:** *(based on One (1) hour included work time)*

First (1st) segment - \$208.25 / 212.50 / 216.75 per Performer

Second (2nd) segment - \$169.00 / 172.50 / 176.00 per Performer

Third (3rd) segment - \$83.75 / 85.50 / 87.25 per Performer

Fourth (4th) and subsequent segments - \$58.00 / 59.25 / 60.50 per Performer

b. **Additional Work Time** Any time worked in excess of the included work time provided above per segment shall be paid at the rate of \$55.75 / 56.75 / 58.00 per hour per Performer.

c. **Discounts** Where the performance involves two (2) Programs in one session, a twenty percent (20%) discount applies; and if there are three (3) or more Programs in one session, a thirty percent (30%) discount applies.

## **B2 - DISCOUNTS**

**B201 Weekly Rate** The weekly rate is applicable when no less than five (5) consecutive days of work out of seven (7) consecutive days are guaranteed in the Performer's written contract.

**B202 Multiple Program Production** For game, talk, panel, exercise, cooking and similar skill or craft oriented Programs, all of which Programs must be thirty (30) minutes in length or less, and for all Programs of any type which are fifteen (15) minutes or less in length, a Performer contracted for the Series on the basis of performing in at least three (3) Programs to be produced per day of production may provide a thirty percent (30%) discount in the daily fees applicable to each program. Additional work time, Overtime and other such fees shall not be subject to a discount.

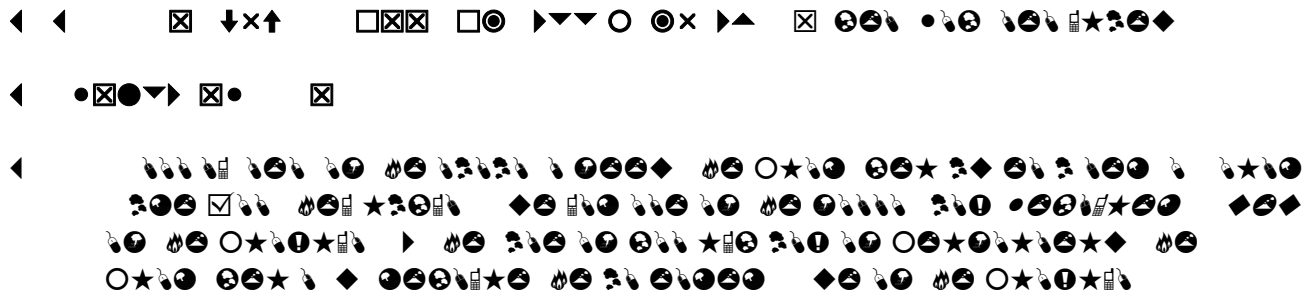
**B203 Series Rates for Off-camera Performance** Where an Off-Camera Performer is guaranteed a minimum of thirteen (13) or more Episodes in:

a. a "live-action" Series to be produced within a period of six (6) months (for each thirteen (13) Programs), the daily work fee payable may be discounted by thirty-five percent (35%) in recognition of this guarantee. Weekly fees shall not be adjusted.

- b. Animated Series to be produced within six (6) months, (for each thirteen episodes) and where the Performer's contracted obligations are met within no more than two (2) eight (8) hour sessions, the minimum fees payable may be discounted by thirty-five percent (35%).

**B204 No Pyramiding** Whenever one of the above rates are applied, there shall not be a pyramiding of such rates. Only one of the above rates may be applied to any engagement of a Performer.

**B205 Adjustment if Work Cancelled** If any adjusted rate has been applied to a Performer's fee in accordance with the provisions provided herein and work is cancelled which causes a failure to meet the requirements of weekly, multiple Program or Series rates provisions, the Performer concerned shall be paid the contracted daily fee for the days of work for which the Performer is contracted.



- a. *Theatrical* Worldwide Theatrical use for period of copyright of the Program.
- b. *Free Television* One (1) Domestic Run in Canada.
- c. *Pay-Television* One (1) year use in Canada.
- d. *Cable TV* Three (3) years use in Canada
- e. *Compact Devices* Two (2) years use in Canada
- f. *Educational Television* Three (3) years use in Canada

**B302** Should a Producer wish to exploit a form of use for which terms and conditions are not specified in this Agreement, such use shall not be made of the Production until the Guild and the Associations have negotiated mutually acceptable terms and conditions to apply to such form of use and any dispute hereunder will be referred to final and binding Arbitration in accordance with Art. B701.

**B4 - RESIDUAL PAYMENTS**

B401 When a Program is exploited in a market other than the market provided for in the *Declared Use* and the Producer has elected to not adopt the Use Payment system in B5, Performers shall paid the following minimum Use Fees based upon the following percentages of *Net Fees* earned during the production of the Program. Use Fees to Performers shall be paid within thirty (30) days of the date of such Use.

B402 **Theatrical Use** When a Program produced with a Declared Use of Free Television, Pay Television, Cable Television, Compact Devices or Educational Television is distributed for Theatrical Use, the Producer shall pay to Performers the following percentages of the Performer's Net Fees for unlimited Theatrical Use:

- i. Programs sixty (60) minutes or less in length 15%
- ii. Programs exceeding sixty (60) minutes in length 35%

B403 **Free Television**

a. **Use in Canada**

- i. Each Domestic Run 30%
- ii. Each use on a single television station:
  - Toronto / Hamilton 20%
  - Each other station 10%

When payment to the Performer for use has reached thirty percent (30%) of the Performer's Net Fees provided in 1.1. above, the Producer shall be entitled to authorize broadcast of the Program one time on one television station in each market in Canada in which the Program has not been so used.

b. **Use in the United States:**

Use	Network	Syndicated Network	Non-Commercial
First	35%	25%	25%
Second	30%	20%	20%
Third	25%	15%	15%
Fourth	25%	15%	15%
Fifth and subsequent	10%	10%	10%

c. **World Market:**

Each use in any country except Canada, United States, Great Britain and West Germany	10%
Each use in Great Britain	5%
Each use in West Germany	4%
Each use in any single country, except Canada, U.S., Great Britain and West Germany	2%

**B404 Pay-Television**

- a. Use in Canada: Each three (3) months in Canada 10% or 25% for twelve (12) months use in Canada;
- b. Use in the U.S.: Each three (3) months use in the U.S. 15% or 30% for twelve (12) months use in the U.S.
- c. Use in the Foreign Markets: Each three (3) months use in Foreign Markets 15% or 30% for twelve (12) months use.

**B405 Cable TV**

- a. Use in Canada each one year of use 10%
- b. Use in U.S. each one year of use 15%
- c. Use in the Foreign Markets: each year of use in Foreign Markets - 15%

**B406 Compact Devices**

- a. Use in Canada each one year of use 10%
- b. Use in U.S. each one year of use 15%
- c. Use in the Foreign Markets: each year of use in Foreign Markets - 15%

**B407 Educational Television**

- a. Use in Canada each one year of use 10%
- b. Use in U.S. each one year of use 15%
- c. Use in the Foreign Markets: each year of use in Foreign Markets - 15%

**B5 - USE FEES - Based on Participation in Distributors' Gross Revenue**

**B501 Options:** The Producer shall elect one of the two following options at the time of Production, subject to Art. B401:

- a. **Prepayment Option** The Producer may acquire unrestricted Use Rights in all media, throughout the world for a period of Four (4) consecutive years, from the date of first exploitation release in any *Residual Market*, for one hundred and thirty percent (130%) of *Net Fees* for Theatrical Productions and one hundred and five percent (105%) of *Net Fees* for Television and Other Productions. The Producer shall declare and specify the prepayment in the individual contract of the Performer. The prepayments must be paid to Performers at the time of Production.
- b. **Advance Option** The Producer may pay, at the time of production, one of the following percentages of *Net Fees* as a *Non-Refundable Advance* against the following Use Fees based on Performer Participation in *Distributors' Gross Revenue*:

Option Number	Non-Refundable Advance (% of Net Fees)	Participation in Distributors' Gross Revenue
1	100.0%	3.6%
2	75.0%	4.6%
3	50.0%	5.6%
4	25.0%	6.6%

**B502 Limitation of Selection of 25% Advance**

- a. The only circumstances which will allow a Producer to select option # 4, and therefore make a 25% Advance payment under para. B501 b., is if there is only one exclusively Canadian pre-sale in one media, as of the first day of principal photography of the Production, and which pre-sale must include one of the Declared Uses, as defined in para. B301. Unless the Production pre-sale fulfils these conditions the Producer shall not be entitled to exercise option # 4.
- b. A Producer who exercises option # 4 without strictly fulfilling all of the conditions in para. B502 a. shall be liable to pay damages to the ACTRA Performers Rights Society in respect of the Performers affected, based on the difference in the Advance payment calculated at the rate of seventy five percent (75%) (option # 2), less the Advance payment actually made, and the Performers concerned shall continue to be entitled to participate in Distributors' Gross Revenue derived from the Production at the rate provided in option # 4, ie. 6.6%.

**B503 Selection of Use Payment Option**



The election made by the Producer under Art. B501 shall be the same for each Performer engaged on the Production. The Producer shall **either** elect to prepay all performers as set out in Art. B501 a., **or** elect one of the Advance payment options as set out in Art. B501 b. For clarity, if a Producer elects to prepay Performers as set out in Art. B501 a., all Performers engaged in respect of the Production shall be entitled to receive the same percentage of fees as a Prepayment. On the other hand, if a Producer elects to make Advance payments as set out in Art. B501 b., the Producer must select the same percentage of the Advance and thus provide for the identical rate of participation in the Distributor's Gross Revenue for each Performer on the Production.

#### **B504 Participation in Gross - Prepayment**

After the Producer has exercised the option of making the Prepayments as set out and in conformity with Article B501 a., the Performers shall be paid Use Fees in the aggregate, in an amount of 3.6 % of the *Distributors' Gross Revenue*, except that revenues earned by the Production within the first four (4) year period of prepaid use shall not entitle the Performer to receive any such payments on such revenues, ie. revenues attributed to uses within the initial four (4) year period, shall not form part of the Distributors' Gross Revenue for the purposes of calculating Additional Use Fees.

#### **B505 Participation in Gross - Advance**

After the Producer has elected to make Advance Payments as set out in B501 b., Performers shall be paid, as Use Fees, an aggregate amount equal to the applicable percentage of *Distributors' Gross Revenue*, provided that no amounts shall be paid until such time as the Aggregate Advance is recouped from the *Distributor's Gross Revenue*.

#### **B506 Limit on Individual Advance**

The parties acknowledge that the maximum amount of an individual Performer's Advance shall be fifty percent (50%) of the Gross Fees payable to such Performer in respect of the Production.

#### **B507 Calculation of Aggregate Advance**

For purposes of calculating additional Use Fees, the Aggregate Advance shall be the total of all the Advance payments paid to Performers on a Production, with the following cap or limitation: No Performer shall be credited with an Advance payment greater than the amount equal to the number of days of principal photography multiplied by twenty (20) times the minimum daily fee for a Principal Actor as set out in Art. B101.

#### **B508 Payment of Use Fees**

Additional Use Fees shall be payable to the ACTRA PRS and shall be distributed to Performers pursuant to the provisions of Art. B511. Although the individual Advance payments in excess of the limitations specified in Art. B506 and B507 payable to individual Performers may not be credited to the Aggregate Advance, the ACTRA PRS shall have the

right to take into account such excess Advance payment to an individual Performer when determining the allocation that will be made to the said Performer under Art. B511.

**B509 *Distributors' Gross Revenue*** shall mean a sum of all monies derived in any manner whatsoever through the distribution of the Production, including through the sale, license or other like means of distribution of the Production and shall be calculated before or simultaneously with any other gross participants from first dollar, without deductions of expenses of any kind. In the case of animated Productions, Distributors' Gross Revenue shall include only revenues from licenses of the English language version of the Productions. For greater certainty:

- a. Monies derived through the exploitation of ancillary, allied and underlying rights and like rights, such as merchandising, novelization and sequel rights, shall not be included in Distributor's Gross Revenue
- b. Distributor's Gross Revenues shall also mean all monies received by those Distributors with which the Producer has entered into a Distribution Agreement (the *Head Distributor*) in respect of the Production. The Distributor's Gross Revenues shall also include all monies received by sub-distributors which:
  - i. are related to (as per the provisions of *Appendix 10*) or which do not have an arm's length relationship with, the Producer or the Head Distributor, or,
  - ii. have an obligation to report and remit Revenue directly to the Producer or Head Distributor.
- c. Pre-sale revenues shall be included in Distributor's Gross Revenue. A pre-sale means the grant of a licence or rights to utilize a Production, prior to Production, to an end user, for consideration. The amount of verified distribution Advances, ie. payments received by a Producer from a Distributor, shall not be included in Distributor's Gross Revenue for the purpose of triggering the payment of Use Fees to Performers, however, a Distributor shall not be entitled to deduct the amount of the Advance from the amount of the Distributor's Gross Revenues, for the purpose of the calculation of Use Payments.
- d. Notwithstanding the foregoing, Distributor's Gross Revenue derived from the sale or rental of Compact Devices shall be deemed to be equal to 20% of the wholesale selling price of such Compact Devices provided that in the event that the wholesale selling price is at or less than the typical sell-through price to wholesalers (currently \$30. per unit), the deemed Distributors' Gross shall be 10%.
- e. The Producer will make a reasonable allocation of revenues for the purposes of determining which portion thereof is attributable to the Declared Use and/or prepayment and which portion thereof is attributable to the Gross Distributor's Revenue upon which Use Payments are based, subject to the right of the Guild to refer any difference to Arbitration under Art. B701.

- f. **Packaging** It is acknowledged by the parties that distributors may seek to diversify their risks by packaging more successful and less successful Productions. Where productions are packaged together for the purposes of distribution, the parties shall attempt to allocate the revenue attributable to each individual Production, subject to the right of the Guild to refer any difference to Arbitration under Art. B701.
- g. **Official Treaty Co-productions**
- i. While Distributor's Gross Revenue includes revenue from all sources on a world wide basis, in respect of Official Treaty Co-productions certified by Telefilm or by any successor organization, the Distributor's Gross Revenue shall be:
- (1) all those revenues derived from the distribution of the Official Treaty Co-production in those territories to which the Canadian Co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the foreign co-producer;
  - (2) a proportion of those revenues derived from the distribution of the Official Treaty Co-production in those territories in which the Canadian Co-producer is entitled to distribution revenues on some shared basis with its foreign co-producer equal to that proportion of revenues agreed by the co-producers to be paid to the Canadian Co-producer from such territories (the *Canadian Share*). The Canadian Share shall be no less than the percentage of the total amount of the production budget financing derived, directly or indirectly, from any Canadian source(s).
- ii. Prior to production, the Producer shall disclose to the Guild that the Production is an Official Treaty Co-production and will provide the following information to the Guild:
- (1) the name and legal status of the Co-producers;
  - (2) the details of the agreement between or among the Co-producers in respect of the manner in which the revenues from the Official Treaty Co-production will be divided between (or among) them, including details of territories to which either Co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the other, and any material amendments to the agreement in such respect.
- h. If the Producer Associations, who are parties to this I.P.A. negotiate a definition of Distributor's Gross Revenue (or the equivalent) which in some or all aspects is superior to the definition in this Article, with any other trade union or association that bargains collectively on behalf of its members, the definition hereunder shall be amended to reflect the improvement.

## B510 Reporting and Payment Procedure

- a. The Producer shall make and deliver to the Guild reports setting forth the amount of Distributor's Gross Revenues in respect of the Production, derived in the applicable accounting period. Each report shall be delivered to the Guild in the same manner and frequency as the Producer reports to government agencies and/or other financiers, but it shall be no less than semi-annually for the first two years following the first report filed hereunder and annually thereafter. The first report shall be due 60 days following the last date of the first reporting period and the ensuing reports shall be due in the frequency provided above. The first reporting period is the period immediately following the delivery of the Production to the Distributor. The reports will be accompanied by the aggregate Use Payments payable to Performers and an outline of the method of calculation of the said payment.
- b. At the request of the Guild (or the PRS) the Producer will consent to the release of true copies of the reports dealing with Distributor's ~~×★\◆◆~~ Revenue, filed with the government agencies and/or other financiers, subject to the right on the part of the Distributor to edit the reports on the grounds that they contain confidential information.
- c. The Producer (or Distributor) shall be deemed to hold the aggregate Use Payments in trust for the Performers, from the time that Gross Revenues are recognized, until the disbursement of same to the PRS on the due date, ie. the date that each report is due. In the enforcement of this Article, the Guild, subject to its rights as a creditor, shall agree to not hold any employee of a Producer (or Distributor) liable in negligence, provided the said employee acts in a *bona fide* fashion. The Distributor's Gross Revenues shall be recognized when a contract for the sale or conveyance of any rights in a Production is made, but Use payments shall only be payable when the reports are due under Art. B510.1. above.
- d. If the currency of the Distributor's Gross Revenues is other than the Canadian Dollar, the aggregate Gross participation payment shall be calculated at the exchange rate for the said currency, on the basis of the established practice of the Producer or Distributor, which practise shall be disclosed in writing to the Guild upon request. If the practise is amended at any time such amendment shall be disclosed to the Guild.
- e. Payments shall be made to the *ACTRA Performers Rights Society*, a corporation without share capital, (the "PRS") in trust for the Performers concerned. The PRS shall be entitled to make a claim of interest on payments received after the due date as provided herein, ie. the date the reports are due to be filed at the rate of the Prime rate, as of the due date, plus three percent (3%), calculated monthly, which claim shall be enforceable under the terms of this Agreement.

## B511 Distribution of Payments

Such payments shall be distributed to Performers through the *ACTRA Performers Rights Society's National Office* on the following basis:

- a. Units will be assigned to Performers as follows: One (1) unit shall be defined as the minimum fee payable to the lowest rated residual category for one day of work.

Performers shall receive units according to the gross fee paid to that Performer for the production of the Program to a maximum of twenty (20) units per Performer.

- b. For each Program, the total revenue will be divided by the total units accumulated by all Performers with respect to the Program involved and therefore a dollar value will be assigned to each unit. The distribution made to each individual Performer will be based on the number of units he has accumulated and the dollar value calculated in the preceding sentence.

**B512 Fair Market Value** The Producer and/or Distributor shall meet with the Guild to determine the fair market value for distribution of a Program should such Program be distributed for use by means of barter, or exchange, or other means for which no charge is made or a nominal fee is charged, or as part of a package of Programs. The Use Fees payable to Performers shall be based on such agreed fair market value or as determined under the terms of Art. B701.

**B513 Right of Audit** The Producer agrees that, for the purposes of verifying the propriety of payments made under this Agreement, the Guild or the ACTRA PRS, shall have full access to and shall be entitled to examine and audit at annual intervals, or more frequently if warranted by the circumstances as determined by the Guild or the ACTRA PRS in its sole discretion, at the normal place of business and normal business hours, all books, records, accounts, receipts, disbursements and any other relevant documents related to the Production and its distribution.

**B514 PRS Administration Charge** In addition to the charges provided for in Art. A3702, where the PRS receives and is required to distribute monies to Performers under Part B of this Agreement, the Distributor shall pay to the *ACTRA Performers Rights Society* an administration charge of one percent (1%) of the total amount to be distributed. The minimum administration charge shall be \$150.00 per Program payable as an Advance with the first Use Payment. See also Article A3702.

**B515 Assumption Agreement**

- a. If the Producer, its or her successors and assigns, licences, sells, disposes or otherwise conveys a Production or any distribution rights in a Production produced under this Agreement, the Producer shall use its best efforts to obtain a Distributor's Assumption Agreement. In respect of any outright valid sale or conveyance hereunder, (ie. a disposition, the terms of which, do not include a requirement to report revenue to a Producer) a Distributor's Assumption Agreement is a condition precedent to said sale or conveyance.. The said Agreement shall be in the form attached as *Appendix 7*.
- b. Upon seeking the approval of the Guild to a sale, disposition or conveyance, the Producer shall also provide to the Guild such information and material pertaining to the Distributor, as the Guild may reasonably require, including but not limited to, the financial status, the individual principals and directors of the Distributor, and the conditions of the Agreement of Purchase and Sale.

- c. The Producer shall not be relieved of any of its obligations for payments due under this Agreement, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (the Distributor) assumes the obligations for such payments by a Distributor's Assumption Agreement in the form contained in *Appendix 7*, and the Guild approves the assumption in writing. The Guild's approval shall not be unreasonably withheld.

**B516 Security Agreement** In accordance with Art. A516.a.v., a Security Agreement in the form of *Appendix 8* shall be provided to the Guild, prior to the completion of principal photography and the security for payment provided under either A516 or A517 shall not be released by the Guild until the delivery of the said executed Security Agreement. Where it is contemplated that the Production or Program will be distributed outside of the jurisdiction in which it is produced, the Guild may request and the Producer will provide additional Security Agreements in forms which are registerable in the jurisdictions where, in the opinion of the Guild, the Production or Program may be distributed.

## **B6 - USE RIGHTS FOR DOCUMENTARY & INDUSTRIAL PROGRAMS**

### **B601 Documentary Programs**

- a. **Distribution Rights** Upon payment of the minimum fees provided in this Agreement, the Producer is entitled to:
  - (1) Unrestricted Theatrical and Non-Theatrical release rights; or,
  - (2) Non-Theatrical release rights and one Domestic Run.
- b. **Step-up for Both Uses** Upon payment of ten percent (10%) of the total Net Fees paid to the Performers, the Producer shall be entitled to rights in both areas outlined in a. for use beyond the foregoing. Performers (except Narrators and Commentators) participating on- or off-camera in a Documentary Program shall be paid re-use fees based on B3-B5.
- c. **Prepayment Rights (Narrators and Commentators)** Upon payment to Narrators and Commentators of not less than fifty percent (50%) of the Performer's total Net Fees, the Producer is entitled to unlimited use of the Program in all countries for five (5) years.

### **B602 Industrial Programs**

- a. **Distribution Rights** Upon payment of the minimum fees provided in this Agreement, the Producer is entitled to unrestricted Theatrical and Non-Theatrical release rights excluding television.
- b. **Step-up for Television Use** Upon payment of ten percent (10%) of the total Net Fees paid to Performers, the Producer is entitled to one Domestic Run.

- c. **Prepayment Rights** Upon payment to the Performer of not less than fifty percent (50%) of the Performer's total Net Fees, the Producer is entitled to unlimited Use of the Program in all countries for five (5) years.

**B603 Re-Uses on Canadian Television - Documentary Programs (Narrators and Commentators) and Industrial Programs** The Producer shall pay to the Performer the following percentages of the total Net Fees for each Domestic Run of a Program on Television:

First re-use	10%	/	Second and subsequent re-use	5%
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**B7 - DISPUTE RESOLUTION MECHANISM**

B701 Any differences between the Parties to this Agreement arising from the interpretation, application, administration or alleged violation of the of the provisions of Articles B3 to B6, inclusive of Part B of this Agreement, or as otherwise provided in this Agreement, shall be referred to final and binding Arbitration. The Arbitrator shall be jointly selected by the relevant Producer's Association and the Guild, and if the Parties fail to agree within 21 days from the date of referral to arbitration, the Arbitrator shall be appointed by the Federal Minister of Labour. The arbitration procedure shall be governed in all respects by the provisions of *Appendix 12*.

**PART C - MINIMUM FEES & CONDITIONS FOR BACKGROUND PERFORMERS**

**C1 - MINIMUM DAILY & WEEKLY FEES FOR QUALIFIED BACKGROUND PERFORMERS IN PROGRAMS (Per Program)**

C101

Category	Year	Daily Fee	Hourly Rate	Overtime Rate	Weekly Rate	Included Work Hours
Stand In	1	\$134.00	\$16.75	\$25.25	\$603.00	8.0
	2	\$136.75	\$17.00	\$25.50	\$615.50	8.0
	3	\$139.50	\$17.50	\$26.25	\$627.75	8.0
Photo-Double	1	\$100.25	\$16.75	\$25.25	n/a	6.0
	2	\$102.25	\$17.00	\$25.50	n/a	6.0
	3	\$104.25	\$17.50	\$26.25	n/a	6.0
Special-Skill	1	\$134.00	\$22.25	\$33.50	n/a	6.0
	2	\$136.75	\$22.75	\$34.25	n/a	6.0
	3	\$139.50	\$23.25	\$35.00	n/a	6.0
Background Performer	1	\$100.25	\$16.75	\$25.25 0	n/a	6.0
	2	\$102.25	\$17.00	\$25.50	n/a	6.0
	3	\$104.25	\$17.50	\$26.25	n/a	6.0

C102 Except where the provisions of Part A specifically provides otherwise, the general provisions of Part A shall apply to Background Performers.

**C2 - QUALIFIED BACKGROUND PERFORMERS**

**C201 Definitions**

1. *Background Performer* means any Performer other than a Principal Actor or an Actor who is:
  - a. not required to give individual characterization;
  - b. not required to speak or sing any word or Line of Dialogue;



- c. not required to perform as a *Special Skill Background Performer* as described in C201(4);
  - d. engaged to perform, either alone or as a member of a team or group, special silent businesses requiring a level of proficiency or other physical skill within the competence of the average person, even if required to perform in dress clothes or costumes.
2. *Photographic Double* means a Performer doubling photographically for a member of the cast during on-camera long shots and other scenes in which the photographic double is not recognizable.
  3. *Stand-In* means a Performer engaged to replace physically another Performer during a set-up period.
  4. *Special Skill Background Performer* means a Background Performer engaged to perform, either alone or as a member of a team or group, special silent businesses with a level of physical proficiency or other physical skills superior to that of the average person, provided that such level of proficiency or other physical skills shall be deemed to exclude stunt work as provided for in A26. Examples of such special silent businesses are:
    - a. water skiing, diving, skin or scuba diving;
    - b. driving a marine vessel or a commercial motor vehicle, or any motor vehicle requiring a chauffeur's license;
    - c. any sport such as, but not limited to, baseball, football, skiing, hockey, soccer, and horseback riding.
  5. *Qualified Background Performer* means a Member or a Qualified Permittee.
  6. *Qualified Permittee* means a person granted a work permit who performs the work of a Background Performer, Photographic Double, or Special Skill Background Performer.
  7. Unrehearsed crowd noises and singing and/or recital of certain commonly known verses in crowd scenes when no music or words have been supplied and when such crowd noises, singing and/or recital has not been rehearsed as a directed entity shall not be deemed dialogue and shall not be individually directed. No Background Performer shall be required to perform choreographed dances.

**C202 Conflict of Interest** The Producer shall, as a condition precedent to hiring a casting director, or other person responsible for hiring Background Performers, require the said casting director, or person to execute a Statutory Declaration (in the form attached as *Appendix 13*) containing the said clauses, and shall prior to the commencement of principal photography, deliver a executed copy of the said Declaration to the Guild:

I, or any one in my employ,

- a. do not act as an agent for performers;
- b. do not and shall not act so as to require performers to join a specific agency,
- c. do not directly or indirectly own or operate a talent agency,
- d. do not receive any money from any talent agency for using Background Performers represented by such agency,
- e. will not give any personal information relating to any Background Performer to any talent agency, except for the agency which represents such Performer,
- f. will not be eligible to work on a Guild Background Performer voucher.

### **C3 - QUALIFICATION OF BACKGROUND PERFORMERS**

**C301 Preference of Engagement** Subject to Articles C501 and C502, prior to offering Background Performers engagements to non-members of the Guild, the Producer shall:

- a. inform the Guild of the requirements for Background Performers, at the same time as giving notice of such requirements to the casting director;
- b. offer engagement to members of the Guild who are suitable for the engagement and who indicate that they are prepared to accept such engagement;
- c. direct persons responsible for selecting Background Performers on each Production to adhere to the foregoing undertaking.

**C302 Filing Work Reports** The Producer shall file on a daily basis with the Local Guild Office (or provide to the ACTRA steward) a Performer work report (*Appendix 2*) with the name of each qualified Background Performer, together with the Production title and date of work of each Background Performer.

**C303** Qualified Permittees shall be permitted to work with Guild members upon the payment of a work permit fee to the Guild of \$7.50 (or \$12.50 for Production locations within 120 km. of the Guild office in Toronto) per Qualified Permittee for each day such person is engaged.

**C304 Stand-In and Continuity B G Performer** Only Guild members shall be engaged in the categories of Stand-in or continuity Background Performer except in the following circumstances:

- a. Minors;
- b. where Guild members who are suitable for the engagement are unavailable;
- c. where unique characteristics are required;
- d. where Background Performers are working for more than one day pursuant to C5;

- e. where Continuity Background Performers are engaged exclusively for work in a location as described in C305.

**C305 Location Shoots** The terms and conditions of this Agreement shall not apply to the engagement of Background Performers, who are not members of the Guild, at Production locations eighty (80) kilometres or more from the nearest Guild office in all cities where Guild branches are located (120 km. in the case of Toronto). Guild members, who reside within the vicinity of the location of shoot shall receive preference of engagement from the Producer.

#### **C4 - CONDITIONS OF ENGAGEMENT (Qualified Background Performers)**

##### **C401 Booking and Upgrades**

- a. Upon Booking, Background Performers shall be given specific notice of wardrobe requirements, date, time and place of production and category of Background Performer work.
- b. Background Performers will be provided with time of call and location prior to twelve (12) hours of the call time, subject to unexpected occurrences which can be verified;
- c. With respect to upgrades, additional work time and additional work days, etc., Guild members shall be given a preference, except for the purposes of continuity in a scene or specific characteristic requirements.

**C402 Voucher Requirement** The Producer shall not require the Background Performer to commence work without a completed Guild Background Performer voucher designating the category of work. (*Appendix 9*)

**C403 Wardrobe Call** Background Performers, required by the Producer to attend specifically for the purpose of choosing and/or fitting wardrobe and/or wigs, shall be paid for all time spent on each occasion at the Background Performer's hourly rate with a two (2) hour minimum for each such call, if such time is not otherwise being credited and paid for at the applicable rates. Where Performers are required to provide two (2) or more changes of wardrobe for a "go see" this shall be considered a paid wardrobe call and the Performer will be so paid, whether or not they are engaged.

**C404 Minimum Call** The minimum call for Background Performers and Special Skill Background Performers and Photographic Doubles is six (6) hours. For Stand-ins the minimum call is eight (8) hours. There may be one (1) unpaid meal break during the six (6) hour call, such break to occur not earlier than one (1) hour following the commencement of work. The seventh (7th) and eighth (8th) hours shall be payable at the applicable straight hourly rate. Work in excess of eight (8) hours shall be payable at the appropriate overtime rate.

- C405 **Working in Higher Category** If any Background Performer is upgraded to Special Skill Background Performer in the course of a work day, then the higher rates shall prevail for that entire work day. If the Background Performer is called back for the next day and the Producer intends that s/he shall revert back to the original rate of engagement, the Background Performer shall be notified at the time of the callback.
- C406 **Adjustment to a Higher Category** Any adjustment to a higher category and rate shall be noted on the Background Performer voucher, at the time, and initialled by the Producer or designated representative. (*Appendix 9*)
- C407 **Wardrobe**
- a. When a Background Performer is required to provide more than one (1) change of clothing in the same session, the Background Performer shall be compensated at the rate of five dollars (\$5.00) per change;
  - b. Formal or specialty wardrobe (ie. tuxedos, formal gowns, clown uniforms etc.) shall be compensated at the rate of twenty-five dollars (\$25.00) per change per week;
  - c. Where the Performer is wearing their own personal wardrobe and has not been required to change, there shall be no time deducted for wardrobe.
- C408 **Provision of Automobile** When a Background Performer is required to provide an automobile or other form of vehicular transportation for the use on camera by the Production, the Background Performer shall receive additional compensation of not less than twenty-five dollars (\$25.00) per day.
- C409 **Cast and Crew Meals** The Producer shall provide the same cast and crew meals and substantial snacks to all Background Performers who are Guild members, including Apprentice members.
- C410 **Inclement Weather** No Background Performer will be required to be exposed to inclemency or extremes of weather for unreasonably long periods of time. During intemperate or inclement weather, Background Performers will be allowed a rest period of not less than ten (10) minutes per hour, when they will be able to seek shelter from the elements, provided that completion of the shot shall not be considered a breach of this Article.

## **C5 - NON-QUALIFIED BACKGROUND PERFORMERS**

- C501 The Producer is only required to engage the following number of Background Performers under the rates herein provided:

**Toronto** If the Producer engages twenty-five (25) Qualified Background Performers or fifteen (15) Guild members to work on a Production on the same day, the Producer may hire any additional number of persons (non-Qualified Background Performers) to perform work

on that day normally performed by Qualified Background Performers (subject to C304). The minimum shall exclude Stand-ins and Photo Doubles.

**C502 Other Than Toronto** For any Production other than in Toronto, if the Producer engages ten Qualified Background Performers (or fifteen Qualified Background Performers in Montreal or Vancouver) to work on a Production on the same day, the Producer may hire any additional number of persons (non-Qualified Background Performers) to perform work on that day normally performed by Qualified Background Performers (subject to C304). The minimum shall exclude Stand-ins and Photo Doubles.

**C503** The Producer will pay the required permit fee for all Qualified Permittees hired up to the required limits set in Articles C501 and C502. There will be no permit fee required for the additional non-Qualified Background Performers, and they will be paid at a rate to be negotiated between the Producer and such non-Qualified Background Performers.

## **C6 - BACKGROUND PERFORMER LIST**

**C601** Upon request, the Guild will provide a Producer with a copy of an up-to-date list of members of the Guild who have indicated their willingness to accept Background Performer engagements.

**PART D - ANIMATION PERFORMERS**

**D1 - MINIMUM FEES & CONDITIONS OF ENGAGEMENT OF ANIMATION PERFORMERS**

D101 Unless Animation Performers are excepted from the general provisions of Part A, or unless more specific provisions are set out in this Part, the general provisions of Part A shall apply to Animation Performers.

D102 *Session* shall be the equivalent of a Work Day with a minimum call as provided in this Section.

D103 **Minimum Fees for Animation Performers**  
(Per Production of more than 10 minutes running time)

Categories	Year	Daily Fee	Hourly Fee	Overtime Rate	Included Work Hours
<i>Principal Actor</i>	1	\$312.00	\$55.75	\$83.75	4
	2	\$318.25	\$56.75	\$85.25	4
	3	\$324.50	\$58.00	\$87.00	4
<i>Actor, etc.</i>	1	\$210.25	\$37.50	\$56.25	4
	2	\$214.50	\$38.25	\$57.50	4
	3	\$218.75	\$39.00	\$58.50	4

When work is required beyond the included work time, the additional hours up to and including 8 hours of work shall be paid at the hourly rate. Work beyond 8 hours shall be paid at the overtime rate.

\*Note: Dubbing of animated productions is governed by the Dubbing Agreement.

D104 **Initial Session Allowance** The initial recording session of an animated Series or animated pilot shall include 8 hours of work at the rate of a regular 4 hour call as provided in D103.

D105 **Minimum Fees for Short Animated Productions** (Per Production of ten (10) minutes or less running time)

a. Minimum call: 1 hour, paid at \$208.25 / 212.50 / 216.75 per Performer per Production.

b. Additional work time: \$55.75 / 56.75 / 58.75 per hour per Performer

- c. Where an Animation Performer is engaged to perform in more than one Production in one session, the following discounts apply:

- 2 Productions - 20% discount
- 3 or more Productions - 30% discount

\*Note: Dubbing of Animated Productions is governed by the Dubbing Agreement.

**D106 Doubling**

- a. Principal Animation Performers may perform one additional role without additional payment beyond the Principal session fee set out in D103 or D105 per Production, provided the additional role shall not exceed ten consecutive words of scripted or unscripted dialogue.
- b. Subject to a. above, Animation Performers engaged to perform more than one role in a Production shall be paid 50% of the rate of the category of the additional role, for each such additional role. For example, a Principal Animation Performer engaged to perform 2 additional roles, one of a Principal and one of an Actor shall receive 50% of the Principal rate and 50% of the Actor rate for such roles respectively.
- c. Participation in crowd noises or incidental sounds and words are not considered a performance.

**D107 Bumpers and Generic Promos** An Animation Performer may perform "bumpers" in the nature of "We'll be right back" or generic promos for the Production or Series, i.e. those which do not identify a particular broadcaster or station, during a regularly scheduled session, for no additional compensation.

A Performer engaged for the sole purpose of making *bumpers and generic promos* shall be paid a session fee of \$312.00 / 318.25 /324.50 for a four (4) hour minimum call. Additional time up to and including eight (8) hours of work shall be paid at the hourly rate. For the purpose of calculating Use Fees, the performance in a bumper session shall be deemed to be the same as an *episode*.

**D108 Promotional Announcers and Non-Generic Promos** An Animation Performer engaged as a promotional Announcer shall be entitled to a Session fee of \$445.00 / \$454. / \$463.. Additional time including 8 hours shall be at a pro rated hourly rate. For the purposes of calculating prepaid uses, the performance in a Session shall be deemed to be the same as an Episode.

**D109 Series Guarantees and Discounts**

Where an Animation Performer is guaranteed:

- i. Thirteen (13) Episodes on one season, a discount of 5% will apply to such services.

- ii. Twenty-six (26) Episodes in one season, a discount of 10% will apply to such services.
- iii. Sixty (60) Episodes in one season, a discount of 15% will apply to such services.

For the purposes of this clause, a season shall not exceed six (6) months from the first recording session to the last session.

**D110 Additional Dialogue Replacement (ADR).** Animation Performers may be recalled for the purposes of correcting or replacing the original performance given in a regular Session (ADR). The rates for ADR where it occurs in other than a regularly scheduled Session are as follows:

<u>Category</u>	<u>Session Fee</u>	<u>Included Work Time</u>
Principal	\$180.00 / 183.50 / 187.25	2 hours
Actor	\$120.25 / 122.75 / 125.25	2 hours

Time in excess of the Session Fee shall be at the applicable hourly rate provided in D103 or D105. No Use Fee payments are applicable to ADR.

**D111 Use Payment Options** Performers working under the provisions of Part D shall be entitled to Use Fees as provided in Arts. B3-B5.



**A40 - TERM & EXECUTION**

A4001 This Agreement will become effective on November 1, 1995 and remain in effect until December 31, 1998.

A4002 Either party desiring to renegotiate shall give notice to the other party in writing at least six (6) months prior to the termination date.

A4003 Until the parties are entitled to legally terminate the terms of this Agreement pursuant to the provisions of *Appendix 11*, the provisions of this Agreement shall remain in full force and effect.

The Producers' Associations and the ACTRA Performers Guild hereby agree to be bound by the terms and conditions of this Collective Agreement and it is hereby executed by their duly authorized representatives.

Date: As of November 1, 1995

L'ASSOCIATION DES PRODUCTEURS DE  
FILM ET TÉLÉVISION DU QUÉBEC per: per:

THE ACTRA PERFORMERS GUILD

\_\_\_\_\_  
Louise Baillargeon

Brian Gromoff - President

\_\_\_\_\_  
Josée Vallée

Stephen Waddell - National Executive Director

THE CANADIAN FILM AND TELEVISION  
PRODUCTION ASSOCIATION, per:

John Morayniss

Mireille F. E. Watson

Appendix 1 - Letter of Adherence

APPENDIX 1

(See Article A103) Prior to production, Producers shall sign a Letter of Adherence as follows, on their own letterhead and forward it to the Executive Director or Branch Manager of the Local Guild Office, in quadruplicate. The executed Letter of Adherence shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of this Agreement.

LETTER OF ADHERENCE

I, \_\_\_\_\_, (name of individual - print), on behalf of the Producer, hereby acknowledge receipt of the **Independent Production Agreement** effective from November 1, 1995 to December 31, 1998 covering Performers in Independent Production between the Canadian Film and Television Production Association ("CFTPA"), the Association des Producteurs de Film et de Television du Quebec ("APFTQ") and the ACTRA Performers Guild (the "Guild") and state that I am authorized to execute this Letter of Adherence to the I.P.A. on behalf of \_\_\_\_\_, (the "Producer", i.e. name of company).

The Producer hereby acknowledges that by executing this Letter of Adherence, it is becoming signatory to the said Agreement. The Producer agrees to abide by and conform to all the terms and conditions contained therein.

Please forward a copy of this Letter of Adherence to CFTPA and APFTQ. The Producer hereby certifies that it is / is not a member in good standing of the following organization(s):

CFTPA  - Membership No. \_\_\_\_\_ / APFTQ  / Non-member

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199

(Name of Signatory Producer, i.e name of company)

Per:

(Signature)

(Print or type name of individual)

(Address, phone and Fax number of Producer)

Receipt of the above letter of Adherence is hereby confirmed by the Guild.

Per: \_\_\_\_\_

Date: \_\_\_\_\_, 199

Appendix 2 - Performer Work Report (A515, A518 and C302)

Appendix 3 - Corporate Guarantee (A517)

**CORPORATE GUARANTEE**

MEMORANDUM OF AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

BETWEEN:

**ACTRA Performers Guild**

(the "Guild")

AND

\_\_\_\_\_  
(insert name and address of *Established Producer*)

(the "Guarantor")

WHEREAS \_\_\_\_\_ (*Producer*) intends to produce a Production entitled \_\_\_\_\_ (*the Production*);

AND WHEREAS the Producer has signed a Letter of Adherence to the ACTRA Independent Production Agreement covering Performers in Independent Production between the Canadian Film and Television Production Association (CFTPA) and the Association des Producteurs de Film et de Television du Quebec (APFTQ) and the ACTRA Performers Guild (the Guild) dated November 1, 1995 to December 31, 1998 (*the I.P.A.*);

AND WHEREAS pursuant to Article A516 of the I.P.A., the Guild is entitled to require that a Producer place security in the form of a cash deposit or letter(s) of credit, at the time, in an amount, and in the manner set out in the I.P.A. unless a Corporate Guarantee in this form signed by an Established Producer is accepted by the Guild;

AND WHEREAS the Guild has accepted Guarantor as an Established Producer;

NOW THEREFORE the parties hereby agree as follows:

1. In consideration of the Guild foregoing the requirement that the Producer put up a cash bond Guarantor hereby guarantees the payment of all monies which would otherwise be secured by a cash bond pursuant to Article A516 of the I.P.A., including the Advance on Use or Residual Fees, Insurance, Retirement and Administration payments related to the Production.
2. If at any time, payment of any amount guaranteed herein is in default for more than fourteen (14) days, then the Guild shall be entitled to deliver to Guarantor a formal demand in writing outlining the specific sum involved and particulars of the default. On receipt of such demand, Guarantor will forthwith pay to the Guild the sum set out in such notice. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all,

Guarantor will nevertheless pay the sum set out in such notice to the Guild in trust, and the Guild will hold such sum in trust in an interest bearing account. Immediately upon such dispute being resolved, the Guild will refund to Guarantor any sums determined to be in excess of what was owing by the Producer, along with accrued interest.

- 3. The Guild shall have the unilateral right to terminate this Agreement and revert to the requirements of Article A516 of the I.P.A. if the payment of any amount guaranteed herein be in default for more than fourteen (14) days after Guarantor has been served with the demand provided in paragraph 2 herein.
- 4. Guarantor shall be released from the guarantee given herein and all obligations resulting therefrom on the sooner of:
  - i. the full payment of all amounts guaranteed herein; or
  - ii. the full execution and approval by the Guild of any Assumption Agreement entered into pursuant to Article A3604 of the I.P.A..
- 5. The termination of this Agreement by the Guild pursuant to paragraph 3 herein shall in no way annul, terminate or otherwise affect the obligations of Guarantor with respect to any amounts accruing prior to the date of such termination by the Guild, subject to paragraph 4 herein.
- 6. If the Guild terminates this Agreement pursuant to paragraph 3 herein, Producer shall, within forty-eight (48) hours of receipt of written notice of such termination, post security in the form of a cash deposit or letter(s) of credit in accordance with Article A516 of the I.P.A.. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, Producer will nevertheless pay the sum set out in such notice to the Guild in trust, and the Guild will hold such sum in trust in an interest bearing account. Immediately upon such dispute being resolved, the Guild will refund to Producer any sums determined to be in excess of what was owing by the Producer, along with accrued interest.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date herein above firstly mentioned.

(Producer)

(Guarantor)

Per: \_\_\_\_\_

Per: \_\_\_\_\_

ACTRA Performers Guild

Per: \_\_\_\_\_

Appendix 4 - Standard Contract Form (A804)

## Appendix 5 - Declaration of Parent in the Engagement of Minors (A2704)

### **Declaration of Parent in the Engagement of Minors**

*Please read this form carefully as well as the section of the ACTRA I.P.A. setting out the minimum terms and conditions for the engagement of minors in independently produced film and TV projects (the "IPA"). This agreement is available from the ACTRA office and will be provided to you upon request. In addition, if you have any questions they should be directed to the minor's Steward at your local ACTRA office. They are there to assist you.*

1. If your child is offered a role in a film or television program, you, as the parent or legal custodian, are required to complete and sign this form and return it to the Producer prior to a contract being entered into engaging your child.
2. You have the ultimate responsibility for the health, education and welfare of your child in making decisions concerning your child with respect to his/her engagement in a role in a film or television project. The better informed you are, the better informed decisions you will make.
3. Firstly, you must be familiar with the requirements of the role your child is being considered for - this usually means reading the script. It may help you to speak to the Producer or Director to get a clear picture of what the role entails.
4. Having familiarized yourself with the requirements of the role, you are required to disclose hereunder any medical history or condition or any attitudinal or psychological condition which you are aware of which might foreseeably interfere with or impact on your child's ability to do what may be required. If you think something might be important but you are not sure, please fill it in.
5. If your child is under ten (10) years of age, you must be present at all times accompanying your child to or from the location and while your child is on the set.
6. If your child is (10) years of age or older, it is your right to be present at all times when your child is working. If you cannot attend, you shall appoint a chaperon for your child. It is strongly recommended that this person has your confidence to act in your child's best interests. The appointment shall be in the form of *Appendix 6* and must be completed in triplicate. One copy to be delivered to the Producer, one to the Guild and you keep the last.
7. As you may not be available at all times please fill out and return the emergency medical authorization form attached allowing the Producer to obtain emergency treatment when you cannot be contacted at once.

...2

8. You are also responsible to ensure your child's education is taken care of when your child is working. If your child is required to work during regular school days and this interferes with your child's education, you should consult the school principal or your child's teacher and ask them what tutoring the child may need. The Producer will institute the tutoring plan proposed by the principal or teacher, but is up to you to make sure this is taken care of.

Your signature on this form indicates that you have received a copy of the I.P.A.. Please sign and date this form and deliver it to the Producer as soon as possible.

Date: \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Witness )  
)  
)

\_\_\_\_\_  
Signature



Appendix 6 - Chaperon Form & Emergency Medical Authorization Form (A2704 and A2708(3))

**APPOINTMENT OF CHAPERON**

To: \_\_\_\_\_ (Name of Producer)

Re: \_\_\_\_\_ (Name of Production)

1. I, \_\_\_\_\_ (Name of Parent/Custodian), am the parent or legal custodian of \_\_\_\_\_ (Name of Child), who is ten (10) years of age or older.
2. I hereby appoint \_\_\_\_\_ (Name of Chaperon) to be the *Chaperon* of my child for all times that I am unable to accompany my child to or from the set and remain in attendance while my child is present on the set.
3. I agree to advise you if I will accompany my child instead of the Chaperon any time during the production. I warrant that the Chaperon I have appointed has my full authority and confidence to supervise and care for my child during this production.

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_ .

\_\_\_\_\_  
 Witness )  
 )  
 ) \_\_\_\_\_  
 Signature of parent or guardian

**CONSENT OF CHAPERON**

I, \_\_\_\_\_ (name of Chaperon), have read and familiarized myself with the provisions of the current Agreement for Performers in Independent Production relating to child performers and the script with respect to the role of \_\_\_\_\_ (name of child). I understand my responsibility is to ensure that the best interests of the child in my care, prevails at all times and I consent to assume this responsibility. I warrant I am at least 18 years of age.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

\_\_\_\_\_  
 Witness )  
 )  
 ) \_\_\_\_\_  
 Signature of Chaperon

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ / \_\_\_\_\_

Tel. Number

### EMERGENCY MEDICAL AUTHORIZATION FORM

This form is to be completed and signed by the parent of a child Performer ten (10) years of age or older.

I, \_\_\_\_\_, am the parent of \_\_\_\_\_ a child Performer engaged under the terms of the I.P.A., and I hereby authorize the Producer or his designate to arrange for the provision of medical treatment for my child in the event of an emergency. This authorization will only be used when I or other parent, of the child is unavailable to provide the consent.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 199 \_\_\_\_.

_____	)	_____
Witness	)	Signature of parent or guardian
	)	

Appendix 7 - Distributor's Assumption Agreement

A P P E N D I X 7

(See Article B515)

*(Please execute on Distributor's Letterhead)*

**DISTRIBUTOR'S ASSUMPTION AGREEMENT**

Whereas \_\_\_\_\_ (the "Distributor") has acquired from \_\_\_\_\_ (the "Producer") certain rights in the production entitled \_\_\_\_\_ (the "Production");

And Whereas the Production was produced pursuant to the ACTRA Independent Production Agreement, covering Performers in Independent Production between the Canadian Film and Television Production Association (CFTPA), the Association des Producteurs de Film et de Television du Quebec (APFTQ) and the ACTRA Performers Guild (the Guild) in effect from November 1, 1995 to December 31, 1998 (the "I.P.A.");

The parties hereto agree as follows:

1. In consideration of the ACTRA Performers Guild agreeing to the conveyance of the rights described herein in the Production to the Distributor, the Distributor agrees that it, its successors, assigns and related companies that are not dealing at arm's length (collectively the *Distributor*) are bound by all continuing obligations contained in the I.P.A. to remit Use Fees to the Performers in the Production payable under Part B of the I.P.A.. The Distributor acknowledges receipt of the I.P.A. and warrants that all Use Payments that shall become due and payable pursuant to Part B shall be paid under the terms and conditions contained in Part B.
2. The Distributor is distributing or licensing the Production:
  - a. in perpetuity (ie. for the period of copyright and any renewals thereof), or
  - b. for a limited term of \_\_\_\_\_ years.
  - c. Territories: (please provide list)
    1. \_\_\_\_\_
    2. \_\_\_\_\_
    3. \_\_\_\_\_
    4. \_\_\_\_\_
    5. \_\_\_\_\_

d. Media: (please refer to Art. B3 and provide list)

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

- 3. The Distributor acknowledges and agrees that its right to distribute or license the Production, or to in any way exploit the rights in the Production that it is purchasing, shall be subject to and conditioned upon the prompt payment of Use Payments to the ACTRA Performers Rights Society, in respect of the Performers in the Production. It is agreed that the Guild shall be entitled to pursue all remedies available at law, in the event that such Payments are not made when due in addition to the remedies provided for in Part B.
- 4. The Distributor acknowledges that in accordance with Art. B510, the aggregate Use Payments are due on a bi-annual basis for the first two years after the completion of the Production, and annually thereafter, which payments are to be sent along with the reports showing gross Revenue during the preceding time period. The Distributor shall also make available for inspection by the Guild, all statements delivered to the Producer or to Government funding agencies or financiers regarding Gross Revenue. Any payments that are received following the due date shall be subject to a claim for interest at the rate of Prime plus 3%, calculated monthly.
- 5. The Distributor acknowledges its obligation under Art. B510 that while it is holding the aggregate Gross participation payments, prior to their disbursement, such monies are deemed to be held in trust for the Performers until disbursement to the ACTRA PRS. In the enforcement of this Article, the Guild, subject to its rights as a creditor, shall agree to not hold any employee of a Producer (or Distributor) liable in negligence, provided the said employee acts in a *bona fide* fashion.
- 6. As the Producer has executed a Security Agreement and financing statement in favour of the Guild, the Distributor acknowledges and agrees that its right to distribute or license the Production or to in any way exploit the rights in the Production that it is purchasing, are subject and subordinate to the Guild's Security Interest. The Guild agrees that so long as the Use Payments are remitted in a timely manner, it will not exercise any rights under its Security Agreement which would in any way interfere with the Distributor's rights to distribute or license the Production and receive all revenue therefrom.
- 7. The Distributor will only be relieved of its obligations to the Guild upon any sale or other disposition of the Production or any rights in the Production if the party which acquires the Production or any such rights signs an Assumption Agreement in this form with Distributor and the Guild.

- 8. The Guild hereby relieves the Producer of its obligations under the I.P.A. with respect to the Production.
- 9. The parties hereto acknowledge that any dispute arising from the interpretation, administration or enforcement of this Agreement and the relevant Articles of Part B of the I.P.A. shall be submitted to final and binding arbitration under Art. B701 and *Appendix 12*.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

Distributor Per: \_\_\_\_\_ / (print name)

(Address, phone and fax number of Distributor)

ACTRA Performers Guild Per: \_\_\_\_\_ / (print name)

Producer Per: \_\_\_\_\_ / (print name)

Appendix 7 a - Purchaser's Assumption Agreement

**A P P E N D I X 7 a**

(See Article A3604)

*(Please execute on Purchaser's Letterhead)*

**PURCHASER'S ASSUMPTION AGREEMENT**

Whereas \_\_\_\_\_, ("Purchaser") has acquired from \_\_\_\_\_ ("Producer") certain rights in the production entitled \_\_\_\_\_ ("Production");

And whereas the Production was produced pursuant to the ACTRA Independent Production Agreement, covering Performers in Independent Production between the Canadian Film and Television Production Association (CFTPA), the Association des Producteurs de Film et de Television du Quebec (APFTQ) and the ACTRA Performers Guild (the Guild) in effect from November 1, 1995 to December 31, 1998 (the "I.P.A.");

The parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the I.P.A. with respect to the Performers in the Production; and, without limiting the generality of the foregoing, the Purchaser will pay when due all payments required by the I.P.A. to be paid by the Producer to or for the Performers in respect of the Production.
2. As the Producer has executed a Security Agreement and financing statement in favour of the Guild, the Purchaser acknowledges and agrees that its right to distribute or license the Production or to in any way exploit the rights in the Production that it is purchasing, are subject and subordinate to the Guild's Security Interest. The Guild agrees that so long as all the continuing obligations contained in the I.P.A. with respect to the Performers in the Production, are remitted in a timely manner, it will not exercise any rights under its Security Agreement which would in any way interfere with the Purchaser's rights to distribute or license the Production and receive revenue therefrom.
3. The Purchaser will be relieved of its obligations to the Guild upon any sale or other disposition of the Production or any rights in the Production only if the party which acquires the Production or any such rights signs an Assumption Agreement in this form with Purchaser and the Guild.
4. The Guild hereby relieves the Producer of its obligations under the I.P.A. with respect to the Production.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199

Purchaser Per:

(Address, phone and Fax number of Purchaser)

ACTRA Performers Guild Per:

Producer Per:

Appendix 8 - Security Agreement

Letter of Understanding

The parties agree that the consultation process in respect of drafting a standard form Security Agreement shall continue, and that during the course of the process the ACTRA Performers Guild will negotiate with each individual Producer in respect of the actual form.

Please contact your Local Guild Office for a copy of the form of Agreement acceptable to the Guild.

## Appendix 9 - Background Performer Voucher



Appendix 10 - Preservation of Bargaining Rights

**APPENDIX 10**

**THE ACTRA PERFORMERS GUILD**

(the "Guild")

and

**THE CANADIAN FILM AND TELEVISION PRODUCTION ASSOCIATION**

("CFTPA")

and

**L'ASSOCIATION DES PRODUCTEURS DE  
FILM ET TÉLÉVISION DU QUÉBEC**

("APFTQ")

(collectively the "Associations")

Whereas the parties hereto agree to the following provisions, which are included in the I.P.A. as an Appendix thereto, and which shall be and remain in effect following the expiry of the term of the I.P.A..

And Whereas the parties agree that the purpose for the inclusion of this Negotiation Protocol relates to the existence of "related employer" and "successor employer" provisions in the various applicable Provincial and Federal Acts governing labour relations in Canada.

The parties have included this Appendix 10 as part of the I.P.A. in order to provide for the consistent application of existing Canadian Law in the various jurisdictions covered by the I.P.A.. The parties recognize that the independent film and television production industry is unique in many ways. Including these provisions as part of the I.P.A. is intended to provide for the appointment of adjudicators who are acquainted with the film and television industry to interpret rights and obligations otherwise contained in existing Canadian law in a consistent manner across the country. The parties are of the view that the consistency of application and predictability of result will help to foster a stable and prosperous industry throughout Canada. The parties further acknowledge that Appendix 10 is not intended to create rights or obligations which do not already exist in Canada. This Appendix 10 is designed to ensure that existing rights or obligations as set out in Canadian law are interpreted and applied in a uniform manner across the country with due regard to the unique aspects of the independent film and television production industry.

**1. PRESERVATION OF BARGAINING RIGHTS**

1.1 The CFTPA and the APFTQ (the "Producers Associations") acknowledge and agree that the ACTRA Performers Guild (the "Guild") is the sole and exclusive bargaining agent for the Performer members covered by the Independent Production Agreement (the "I.P.A.").

- 1.2 A Producer who has agreed to be bound or is presently bound to this I.P.A., either through the process envisaged by Art. 2 of *Appendix 11*, or by executing a Letter of Adherence, shall be referred to as a *Signatory Producer* for the purposes of the application and enforcement of the terms of this Appendix.
- 1.3 Each Producer Association shall take concrete steps to obtain from each of their members, a Letters of Adherence to the I.P.A., which Letter shall bind each member to the terms of this I.P.A..
- 1.4 The Guild has the right to allege that a Signatory Producer is attempting to avoid the bargaining relationship with the Guild established under the terms of *Appendix 11*, and/or avoid or defeat the terms and conditions of this Appendix of the I.P.A..
- 1.5 The Guild shall make any allegations of a violation of any of the provisions of this Appendix, by means of a Notice, setting out the particulars upon which the allegations are based. The Notice shall be sent by Fax and by Registered Mail to the Signatory Producer, the Producer Associations and any corporate or individual parties who are involved in the alleged attempt to avoid or defeat the bargaining rights of the Guild arising from the terms of the I.P.A..
- 1.6 The responding parties shall be allowed eight (8) business days from the date the Notice was sent by Registered Mail in which to file a response, outlining their respective positions.
- 1.7 All parties shall endeavour to settle all outstanding issues arising from the Notice and Response(s) within the next five (5) business days.
- 1.8 Failure to reach a settlement shall entitle the Guild to refer the matter to final and binding arbitration. The arbitration procedure shall be governed in all respects by the provisions of *Appendix 12*.
- 1.9 The parties agree that Arbitrator shall have jurisdiction to apply, enforce and interpret, in the same manner as the Board, the provisions of s. 35 (single employer declaration), sections 44, 45 and 46 of the Code (successor employer provisions) which provisions have been modified and are reproduced in this *Appendix*.
- 1.10 The Arbitrator shall have the jurisdiction to apply and shall apply the jurisprudence relevant to the interpretation and application of the above noted legislative provisions, (and similar legislative provisions), which above noted provisions are incorporated by reference into this Agreement.
- 1.11 The Arbitrator shall be selected from among the following list proceeding sequentially, based on which person has a date available 45 days from the date of the referral, or as agreed by the parties:
  - a. where the Signatory Producer's head office is in Ontario and east of the Quebec border: Susan Tacon, Robert Howe, Louisa Davie, Rick McDowell,
  - b. where the Signatory Producer's head office is west of the Ontario border: Stephen Kelleher, Keith Oleksiuk,

- c. where the Signatory's head office is in Quebec: Serge Brault, Michel Picher
2. Section. 35 of the Code - Single Employer Declaration
    - 2.1 Where in the opinion of the Arbitrator, associated or related undertakings or businesses are operated by two or more Producers having common control or direction, the Arbitrator, may, after affording the Producers a reasonable opportunity to make representations, by order, declare that for all purposes of this Agreement, the Producers and the undertakings and businesses operated by them that are specified in the order are, respectively, a single Producer and a single undertaking or business.
  3. Sections 44, 45 and 46 of the Code (successor employer provisions)
    - 3.1 For the purposes of this Agreement,
      - i. *Business* shall mean any undertaking or business and include one or more parts of a business;
      - ii. *Sell*, in relation to a business, includes the lease, transfer and other disposition of the business.
    - 3.2 Subject to sections 45 (1) to (3) of the *Code*, where a Producer sells its or his business,
      - I. the Guild, which is recognized by this Agreement as the trade union with exclusive bargaining rights for the Performers employed in the business continues to be their bargaining agent;
      - ii. the person to whom the business is sold is bound by the terms of this Agreement or by the terms of this Agreement as frozen by operation of law or by agreement of the Parties, and
      - iii. the person to whom the business is sold becomes a party to any proceeding taken under this Agreement that is pending on the date on which the business was sold and that affects the Performers employed in the business or the Guild.
    - 3.3 Where any question arises under Article 3, as to whether or not a business has been sold or as to the identity of a purchaser of the business, the Arbitrator shall determine the question.
    - 3.4 Where a Producer sells his business, and the Performers are intermingled with Performers of the Producer to whom the business is sold, and those Performers are represented by another trade union, the Arbitrator will have jurisdiction to deal with all of the issues arising from said intermingling provided the other trade union agrees to be bound by the decision of the Arbitrator and the provisions of sections 45 (1) to (3) of the *Code*, shall apply are incorporated into this Agreement.

Appendix 11 - Negotiation Protocol

**APPENDIX 11**

**NEGOTIATION PROTOCOL**

**THE ACTRA PERFORMERS GUILD**

(the "Guild")

and

**THE CANADIAN FILM AND TELEVISION PRODUCTION ASSOCIATION**

("CFTPA")

and

**L'ASSOCIATION DES PRODUCTEURS DE  
FILM ET TÉLÉVISION DU QUÉBEC**

("APFTQ")

(collectively the "Associations")

(the "Producer")

The parties hereto agree to the following provisions, which are reproduced in the I.P.A. as an Appendix thereto, (but which Appendix is executed separately from the I.P.A.,) which shall be and remain in effect following the expiry of the term of the I.P.A..

**1 Agreement to Follow Terms of Protocol**

- 1.1 The Guild recognizes each Producers' Association as the sole and exclusive bargaining agent for their respective Producer members who execute this Negotiation Protocol at any time during the term of the I.P.A. or who provide an Authorization under para. 2.1.
- 1.2 The above Parties to the I.P.A. agree to the terms of this Negotiation Protocol which is included as Appendix 11 to the I.P.A., the provisions of which shall govern the Parties including the Producers who are bound by this Protocol or who have given an authorization under para. 2.1., and their negotiations for the renewal of this Agreement.

**2 Written Authorization to Bargain**

- 2.1 The Producers Associations shall each take concrete steps to obtain from each of their Producer members executed Authorizations to bargain on their behalf with respect to the renewal of this I.P.A.. By January 31, 1998, original copies of the executed Authorizations or this Appendix 11, shall be provided to the Guild.

- 2.2 The Authorizations shall include, a requirement that each Producer member of the Associations providing same, agrees that the relevant Association is their exclusive bargaining agent, authorized to bargain on their behalf and that each such member shall be bound by the terms and conditions of the Agreement which is the result of collective bargaining between the Associations, on the one hand, and the Guild on the other hand, subject to ratification.
- 2.3 Each member giving such authorization to bargain shall, as a condition of giving such authorization, be bound by the decisions made by the Associations on their behalf.
- 2.4 Once such Authorization is given, such member shall be precluded from negotiating separately with the Guild or from entering into any agreement with the Guild different from the Agreement negotiated by the Associations and ratified by their members. Similarly the Guild shall be precluded from entering into any negotiations or reaching any agreements with respect to any matters which are the subject of negotiations between the Associations and the Guild with any member of the Associations who have authorized the Associations to act on their behalf.
- 2.5 As per Art. A601 of the I.P.A., except by prior agreement with the Associations, the Guild agrees that for the term of the renewed I.P.A., and for the freeze period set out in para. 5.1, it shall not enter into any agreement with any Producer in Independent Production, at rates or terms more favourable to Producer than those set forth in the renewed I.P.A.. In the event that the Guild did enter into such agreement then the Producer(s) signatory to this Negotiation Protocol shall have the option of replacing the term so agreed for the similar term contained in the I.P.A..
- 2.6 Upon notice being given by either party pursuant to Art. A4002, the Associations shall deliver to the Guild a list of all members on whose behalf they have been authorized to bargain. In like manner, the Guild shall deliver to the Associations a list of Producers who have executed this Protocol. Such list shall be delivered by the Associations within thirty (30) days of such notice having been given.

### **3 Negotiating Team**

- 3.1 The Guild agrees to recognize the negotiating team as appointed by the Associations as the sole bargaining agent for all Producers who have authorized the Associations to act on their behalf in accordance with this Protocol.

### **4 Agreement to Bargain in Good Faith**

- 4.1 The parties agree to meet within forty-five (45) days of notice having been given and to commence to bargain in good faith and to make every reasonable effort to enter into a new Agreement.

### **5 Freeze**

- 5.1 While bargaining continues, and until the right to strike or to lock out has accrued pursuant to this Protocol, the terms and conditions of the current I.P.A. shall continue in full force and effect and neither party shall threaten to alter or to alter any of the terms thereof. In particular, without limiting the generality of the foregoing, the Producers shall not alter any rates or any other term of the current I.P.A. or any right, privilege of the Performers in the bargaining unit or any right or privilege of the Guild until the requirements of para. 7.1 have been met, unless the Guild consents to the alteration in writing.

## **6 Conciliation**

- 6.1 Where a party, considers that reasonable efforts to enter into a new Agreement have been made, the said party may request the assistance of a conciliation officer. Such a request shall be made by the party giving written notice to the other party or parties of its desire to obtain the assistance of a conciliation officer. Such notice shall contain the names of three persons who the party giving notice is prepared to accept as a conciliation officer. The proposed officers shall be neutral persons who have no direct interest in the subject matter of the negotiations, and who have not acted as employee, agent or advisor, for either of the parties or an interested party in any previous proceedings between the parties or their members.
- 6.2 The party receiving such notice shall within ten (10) days reply in writing accepting the appointment of one of the suggested conciliation officers of the other party, or shall indicate that none of the suggested conciliation officers are acceptable. The party responding may suggest alternative conciliation officers as part of their written response and the party giving original notice of a request for conciliation shall either accept such alternative suggestion or in the alternative, within ten (10) days of receipt of the notice, request the Federal Minister of Labour to appoint a conciliation officer as per section 71 of the *Canada Labour Code*, R.S.C. 1985, c.L-2 as amended.
- 6.3 Where a conciliation officer has been agreed to by the parties or appointed by the Federal Minister of Labour, such officer shall forthwith confer with the parties and endeavour to assist them in entering into a new Agreement.
- 6.4 The parties agree to co-operate with such conciliation officer and to make every reasonable effort to enter into a new Agreement.
- 6.5 After the parties have met with such officer and made every reasonable effort to enter into a new Agreement without success, either party shall have the right to request a report from the conciliation officer. Such report shall be sent to all parties and to the Federal Minister of Labour and advise the parties that a new Agreement has not been made.
- 6.6 The parties agree that the fees and expenses of such conciliation officer, if not paid by the Federal Department of Labour, shall be paid equally by The Guild, and by the Associations.

## **7 No Strike or Lockout**

- 7.1 The parties agree that neither the Guild, nor any agent of the Guild, shall declare or authorize a strike against any Producer on whose behalf the Association have been authorized to negotiate until the term of the Agreement has expired and until fifteen (15) days have elapsed from the date on which the conciliation officer sent the report to the parties and the Minister as set out in Article 6.5.
- 7.2 The parties agree that neither the Associations or any agent of the Associations nor any Producer on whose behalf the Association have been authorized to negotiate shall declare or cause a lock out, until the term of the Agreement has expired and until fifteen days have elapsed from the date on which the conciliation officer sent the report to the Minister as set out in Article 6.5.
- 7.3 The parties agree that there shall be no strike against any Producer, nor any lock out by any Producer on whose behalf the Association has been authorized to negotiate, unless there is a strike against all Producers, or a lock out by all Producers on whose behalf the Association has been authorized to negotiate.
- 7.4 The parties to this Agreement, the individual members of The Guild and all of the Producers who have authorized the Associations to bargain on their behalf agree that the Guild shall be authorized and permitted to call a strike in compliance with the terms of this Appendix, notwithstanding the fact that the Guild may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada and further agree that the Guild and its members shall be entitled to legally strike in any such province or territory so long as the provisions of this Appendix have been adhered to.
- 7.5 The parties to this Agreement, the individual members of The Guild and all of the Producers who have authorized the Associations to bargain on their behalf agree that the Associations shall be authorized and permitted to declare a lock out in compliance with the terms of this Appendix notwithstanding the fact that the Producers may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada and further agree that Associations and their members shall be entitled to legally declare such lock out in any such province or territory so long as the provisions of this Appendix have been adhered to.
- 7.6 The parties to this Negotiation Protocol agree that a *Strike* or *Lock Out* shall have the same meaning as those terms have under the terms of the *Canada Labour Code*. For further clarity the parties agree that a refusal by performers in concert, in combination, or in accordance with a common understanding, to enter into contractual relations with a Producer shall constitute a strike within the meaning of this Negotiation Protocol.

## **8 Enforcement**

- 8.1 The parties agree that either party shall have the right to enforce the provisions of this Appendix either by reference to Arbitration as set out in *Appendix 11*, or by application to any Labour Relations Board or similar Statutory Tribunal in any province or territory.

8.2 The parties further agree that a breach of the terms and conditions of this Appendix shall be a breach of the statutory duty to bargain in good faith in any jurisdiction and such Labour Relations Board or other Statutory Tribunal shall be entitled to order what action any party should take or refrain from taking in order to force compliance with this Appendix, and further agree that such Labour Relations Board or other Statutory Tribunal shall have the power to award damages including costs for any breach of the terms of this Appendix.

Date:

THE CANADIAN FILM AND TELEVISION  
PRODUCTION ASSOCIATION, per:

\_\_\_\_\_

THE ACTRA PERFORMERS GUILD, PER:  
per:

\_\_\_\_\_

L'ASSOCIATION DES PRODUCTEURS DE  
FILM ET TÉLÉVISION DU QUÉBEC

\_\_\_\_\_

The Producer, per:

\_\_\_\_\_ / \_\_\_\_\_ (print name)



## Appendix 12 - Dispute Resolution Mechanism

## APPENDIX 12

**Dispute Resolution Mechanism**

The following provisions are based on the relevant provisions of the *Canada Labour Code*, R.S.C. 1985, c.L-2, as amended (in effect on September 7, 1995). For ease of reference the term "Board" has been replaced with the term "Arbitrator", appropriate modifications have been made to the language of the provisions and new sequential numbers have been assigned. This Appendix contains a complete set of provisions governing the arbitration procedure in relation to disputes arising from Appendix numbers 10 and 11 and the provisions of Articles B3 to B6, inclusive of Part B of the Agreement.

## 1. Definitions

- a. *Arbitrator* means a sole arbitrator that has been selected by the Parties to this Agreement or appointed by the Minister, under the provisions of Articles 39 or B5;
- b. *bargaining unit* means the unit defined by this Agreement, which unit the parties agree is appropriate for collective bargaining;
- c. *employee* shall mean a Performer covered by the terms of this Agreement;

## 2. Powers of Arbitrator The Arbitrator has, in relation to any proceeding before it, power:

- a. to summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce such documents and things as the Arbitrator deems requisite to the full investigation and consideration of any matter within its jurisdiction that is before the Arbitrator in the proceedings; [s.16(a) of the Code]
- b. to administer oaths and solemn affirmations; [s.16(b)]
- c. to receive and accept such evidence and information on oath, affidavit or otherwise as the Arbitrator in her or his discretion sees fit, whether admissible in a court of law or not; [s.16(c)]
- d. to examine, in accordance, with any regulations of the Canada Labour Relations Board, such evidence as is submitted to her or him respecting the membership of any employees in a trade union; [s.16(d)]
- e. to examine documents forming or relating to the constitution or articles of association of a trade union or council of trade unions that is alleging that it holds representation rights, for the purposes of administering the provisions of *Appendix 10*;
- f. to make such examination of records and such inquiries as it deems necessary; [s.16(f)]

- g. to require an Producer to post and keep posted in appropriate places any notice that the Arbitrator considers necessary to bring to attention of any Performers any matter relating to the proceeding; [s.16(g)]
- h. subject to the *bona fide* productions requirements, enter any premises of an Producer and to inspect any work, material, documents, financial records and any other thing and interrogate any person respecting any matter this is before the Arbitrator in the proceeding; [s.16(h)]
- i. to authorize any person to do anything the Arbitrator may do under paragraphs a. to h., inclusive and to report to the Arbitrator thereon; [s.16(k)]
- j. to adjourn or postpone the proceeding from time to time; [s.16(l)]
- k. to abridge or enlarge the time for instituting proceeding or for doing any act, filing any document or presenting any evidence in connection with the proceeding; [s.16(m)]
- l. to amend or permit the amendment of any document filed in connection with the proceeding; [s.16(n)]
- m. to add a party to the proceeding at any stage of the proceeding; and [s.16(o)]
- n. to decide for all purposes of the matter referred to her or him, any question that may arise in the proceeding, including, without restricting the generality of the foregoing, any question as to whether
  - i. a person is a member of a trade union,
  - ii. council of trade unions,
  - iii. a collective agreement has been entered into,
  - iv. any person or organization is a party to or bound by a collective agreement, and
  - v. a collective agreement is in operation. [s.16(p)]

### 3. Review or amendment of orders

- a. The Arbitrator may review, rescind, amend, alter or vary any order or decision made by it, and may rehear any application before making an order in respect of the application.

4. Application of orders

- a. Where the Arbitrator may make or issue any order or decision, prescribe any term or condition or do any other thing in relation to any person or organization, the Arbitrator may do so, either generally or in any particular case or class of cases.

5. Interim decision

- a. Where, in order to dispose finally of an application or complaint, it is necessary for the Arbitrator to determine two or more issues arising therefrom, the Arbitrator may, if it is satisfied that it can do so without prejudice to the rights of any party to the proceeding, issue a decision resolving only one or some of those issues and reserve its jurisdiction to dispose of the remaining issues.
- b. A decision referred to in para. 5 a. is, except as stipulated by the Arbitrator, final.
- c. In this section, *decision* includes an order, a determination and a declaration.

6. Exercise of powers and duties

- a. The Arbitrator shall exercise such powers and perform such duties as are conferred or imposed on it by this Part of the Agreement, or as may be incidental to the attainment of the objects of this Part, including, without restricting the generality of the foregoing, the making of orders requiring compliance with the provisions of this Part or any decisions made hereunder. Either party has the right to enforce any decision, interim or final, by registering same under the relevant Rules of a Court of competent jurisdiction provided there is an indication that either party is unwilling to comply with the decision. A *Court of competent jurisdiction* means either the Federal Court of Canada, or a Court in the Provincial Jurisdiction in which the Production is produced, depending on the circumstances.
- b. The parties agree and acknowledge that the Arbitrator has exclusive jurisdiction to exercise the powers conferred upon it by the provisions of this Part of the Agreement and to determine all questions of fact and law that arises in any matter before him or her. The finding of an Arbitrator as to the facts and as to the meaning or violation of the provisions of this Part of the Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of this Agreement.

7. Final and Binding Nature of Decision

- a. The decision of the Arbitrator is final and binding upon the parties, and upon the Performers covered by this Agreement who are affected by the decision, and such parties, shall do or abstain from doing anything required of them by the decision. Any decision made under the provisions of this Appendix, shall only be judicially reviewed by a Court of competent jurisdiction if the Arbitrator has violated the rules of natural justice or if the Arbitrator has committed a jurisdictional error either by imposing upon any term or provision of the I.P.A., an interpretation that it cannot reasonably bear, or otherwise, consistent with the standard of review applied to decisions made by statutory Arbitrators in Canadian law.

Appendix 13 - Statutory Declaration for Casting Directors (C202)

*The Producer shall, as a condition precedent to hiring a casting director or other person responsible for hiring Background Performers, require the said casting director or person to execute a Statutory Declaration in the form as provided below, and deliver same to the APG, properly executed and sworn, prior to the commencement of principal photography.*

**Statutory Declaration**

I, \_\_\_\_\_, have been hired as a casting director, or in another position in which I am responsible for hiring Background Performers, by \_\_\_\_\_ (the Producer) in respect of the Production of \_\_\_\_\_, (the Production)

I, Solemnly Declare that I, (and all other persons in my employ, if any),

- a. do not act as an agent for performers;
- b. do not and shall not act so as to require performers to join a specific agency,
- c. do not directly or indirectly own or operate a talent agency,
- d. do not receive any money from any talent agency for using Background Performers represented by such agency,
- e. will not give any personal information relating to any Background Performer to any talent agency, except for the agency which represents such Performer,
- f. will not be eligible to work on a Guild Background Performer voucher.
- g. I understand that the ACTRA Performers Guild is relying on this Declaration in order to allow me to work as a Casting Director in respect of the above noted Production, and that this Declaration shall survive and not merge upon the completion of the Production.

AND I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath

Affirmed before me at the City of \_\_\_\_\_ )  
\_\_\_\_\_ in the \_\_\_\_\_ )  
Province of \_\_\_\_\_ )  
on \_\_\_\_\_, 19\_\_\_\_ ) \_\_\_\_\_ )  
) )  
)

A Commissioner for taking Affidavits

Appendix 14 - Canadian Independent Production Incentive Program (*CIPIP*)

**ACTRA PERFORMERS GUILD & CFTPA/APFTQ**

**CANADIAN INDEPENDENT PRODUCTION INCENTIVE PROGRAM  
(" C I P I P ")**

Effective from November 1st, 1995 to December 31st, 1998

1. PURPOSE

- a. The Canadian Independent Production Incentive Program ("CIPIP") is the result of negotiations between the ACTRA Performers Guild ("APG"), the Canadian Film and Television Production Association ("CFTPA") and the Association des Producteurs de Films et de Television du Quebec ("APFTQ").
- b. The purpose of the CIPIP is to encourage low-budget Canadian film and television projects engaging professional Performers represented by the ACTRA Performers Guild.
- c. To this end, Performers' minimum fees under the 1995-1998 Independent Production Agreement (I.P.A.) may be discounted in CIPIP-qualified projects in accordance with the *Schedule of Discounts* found below.

2. APPLICATION PROCEDURE

- a. Producers wishing to access the CIPIP must first be signatory to the 1995-1998 I.P.A..
- b. In all instances in which the CIPIP is silent, the terms and conditions of the 1995-1998 I.P.A. apply. Producers may apply to the APG (National and Local), and the CFTPA (and APFTQ for APFTQ members) for qualification of projects under CIPIP.
- c. Filing documents will include a copy of the shooting script, detailed and certified production and cast budgets, outlines of distribution arrangements (both extant and under negotiation), and full disclosure of all sources of financing for the project.
- d. Representatives of the APG and/or CFTPA & APFTQ may require such other documentation as they may deem necessary in their sole discretion.
- e. Producers seeking to qualify projects under CIPIP should submit all required materials at least **four (4) weeks** in advance of principal photography.

3. QUALIFYING PROJECTS Those projects which may qualify for CIPIP shall be of the following nature and type:

- a. *New Projects Only*: No projects which are in production or which have previously been in production under the I.P.A. may apply;

- b. *Canadian Content:* Projects must be able to qualify as Canadian content under the requirements of the Canadian Audio Visual Certification Office (CAVCO);
  - c. *Certified Budgets:* Budgets of qualifying projects must be certified by a bonding company or public agency, such as Telefilm Canada. Where it is not possible to provide a Certified Budget, the Producer agrees to sign a statutory declaration that the budget submitted is the true and final budget.
  - d. *Open Market:* Any project seeking qualification under CIPIP cannot have its world distribution rights pre-sold to finance production, i.e. there must be meaningful *open markets* for distribution of a CIPIP-qualified project. Distribution rights for Canadian use only may be pre-sold to finance production;
  - e. *Qualified Producer:* To access the CIPIP, the Producer(s) of a project must be CFTPA-qualified (or APFTQ-qualified).
4. EXCLUDED PROJECTS The CIPIP does not apply to the following types of projects:
- a. Industrial / corporate video productions;
  - b. Game, talk, panel, exercise, cooking and similar skill or craft-oriented programs;
  - c. All programs of any type which are fifteen (15) minutes or less in length;
  - d. Animated programs or series;
  - e. Dubbing;
  - f. Pilot programs (for which the Producer is utilizing Article A2901 of the IPA).
5. SERIES
- a. Producers seeking qualification for television series must reapply for CIPIP approval for each production cycle or season of such series. Producers wishing to engage performers on series option contracts must conform to the requirements of Article A805 of the I.P.A. for Performers.
6. SCHEDULE OF DISCOUNTS OF MINIMUM FEES

Budget	All-Canadian Cast Percentage Discount	* Other Percentage Discount
<i>Features, Movies of the Week (MOW's) and each Two hours of Mini-series</i>		
Under \$1,100,000.	35%	25%
\$1,100,001 to \$1,650,000.	25%	15%
<i>Super Low Budget Features &amp; MOW's</i> [see Note 1]		

Under \$125,000.	45%	35%
<i>TV Series - On Film (per ½ hour) [see Note 2]</i>		
Up to \$110,000.	30%	20%
\$110,001. to \$247,500.	20%	10%
\$247,501 to \$357,500..	15%	5%
<i>TV Series - On Tape (per ½ hour) [see Note 2]</i>		
Up to \$55,000.	30%	20%
\$55,001. to \$110,000.	20%	10%
\$110,000. to \$165,000.	15%	5%
<i>TV Drama Specials and One off Productions (per ½ hour and less than 2 hours)</i>		
Up to \$275,000.	35%	25%
\$275,001. to \$330,000.	25%	15%
\$330,001. to \$385,000.	15%	5%

Note 1 Re: Limitation on Super Low-Budget Features & MOW's:

1. This limitation will apply to Producers who have not previously produced a feature film or MOW.
2. A Producer may produce only one project under this category
3. A minimum of 10% of the total production budget must be apportioned to cast.
4. The following statement must appear directly under the ACTRA Logo in the credit roll in all prints of the production - *This production was made with the generous support of the ACTRA membership.*

Note 2 Re: Series: CIPIP discounts will not apply to series beyond the production of the initial 65 episodes.

**Nota Bene**

1. Minimum fees payable to performers in Background Performer categories may not be discounted. However, the minimum daily requirement for Background Performers may be ten (10) Qualified Extras.
2. Discounts noted above are to be calculated solely upon the minimum daily, hourly, overtime, and weekly fees under the 1995-1998 I.P.A.. No other rates or fees (including the Residual, Prepayment or Use Payments, if exercised) in the I.P.A. may be discounted.



- \* 3. The *Schedule of Discounts* under the *Other* category (above) represents the discounts in minimum fees applicable in the event that a Producer wishes to engage a non-Canadian Performer in a CIPIP project. Such non-Canadian Performer may not be paid fees (including deferrals) higher than the second highest paid Performer on the project.

7. CREDITS

- a. Lead Actors will receive up-front credits if the Producer receives such credits, or
- b. Each Lead Actor will receive single card billing in tail credits, or
- c. Lead Actors will receive credit at the end of the production to be no less prominent than any other key personnel.
- d. Lead Actors will receive equivalent credit in all print campaigns when any other key personnel receive credit.
- e. The Producer shall include the Guild logo on the credit or cast roll.

8. PRIOR NOTICE AND RIGHT TO NEGOTIATE

- a. Producers must give notice to Performers at the time of casting (through casting notices) that the Producer is seeking qualification of the project as a CIPIP project. Such notices shall not contain any statement that attempts to restrict the right of any Performer to negotiate terms (including rates and fees) and conditions in excess of the minimum fees, rates and conditions.

- 9. USE PAYMENTS At the time of production, the Producer shall choose one of the following options which requires payment of a corresponding percentage of *Performers' Net Fees* as a *Non-Refundable Advance* against the *Performers' Participation in Distributors' Gross Revenue*:

Option Number	Non-Refundable Advance (% of Net Fees)	Participation in Distributors' Gross Revenue
1	100.0%	6.0%
2	75.0%	7.0%
3	50.0%	8.0%
4	25.0%	9.0%
5	0.0%	11.0%
6. Super Low Budget	0.0%	13.0%

Features and MOW's		
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- 10. JOINT ADMINISTRATION The CFTPA and the APFTQ agree to administer the CIPIP in all facets jointly with the Guild on a principle of equality between the Guild and the Producer Associations. The Guild and the Producer Associations will monitor the progress of any CIPIP project and will intervene should there be any default in a CIPIP produced project. The CFTPA and APFTQ undertake to work jointly with the Guild to resolve any problems which may occur on a project, and recover any monies which may be owing to Performers.
  
- 11. TERM The CIPIP shall be in effect from November 1, 1995, to December 31, 1998. Thereafter, the CIPIP shall not be renewed unless all parties to the CIPIP (APG, CFTPA and APFTQ) agree to such renewal. To monitor the application and effectiveness of the CIPIP, representatives of the APG, CFTPA and APFTQ shall meet periodically (but no less frequently than every six (6) months) during the term of the CIPIP.

In witness whereof the parties to this Program have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1996, in Toronto, Ontario.

THE CANADIAN FILM AND TELEVISION  
PRODUCTION ASSOCIATION, per:

\_\_\_\_\_

THE ACTRA PERFORMERS GUILD, PER:  
per:

\_\_\_\_\_

L'ASSOCIATION DES PRODUCTEURS DE  
FILM ET TÉLÉVISION DU QUÉBEC

\_\_\_\_\_

Appendix 15 - Daily Serials (*Soaps*) Agreement**Agreement Respecting the Production of****Daily Serials (*Soaps*)****Negotiated between the ACTRA Performers Guild and CFTPA & APFTQ**

*The 1995-1998 Independent Production Agreement (IPA) may be amended as follows with respect to the production of Daily Serials (Soaps) produced in Canada engaging Performers represented by the ACTRA Performers Guild.*

1. **OPTIONS** The Producer may exercise the provisions of Article A805 of the I.P.A. and negotiate options with Performers who are Series Regulars consistent with the provisions of Article A805 with the following variations:
  - a. Complete exclusivity shall be limited to Daily Serials (Soaps).
  - b. Hiatus periods shall be limited to one eight-week production hiatus per year, plus two weeks production shutdown at Christmas/New Years. Any extensions or additional breaks beyond those specified will require payment of the contracted fees to Series Regulars.
  - c. Performers may request time off to work on other productions with four weeks notice to the Soap Producer. Permission shall not be unreasonably withheld.
  - d. The minimum Option compensation payable to the Series Regular shall be an additional 25% above minimum (rather than 50% provided in Article A805) for a maximum three year option period.
  - e. Series Regulars may be contracted on the following minimum basis:

A minimum guarantee of one episode per week which may be amortised over twenty-six weeks; and,

for the first contract year	1 x 13 week period followed by 3 x 13 week periods;
for the second contract year	2 x 26 week periods;
for the third contract year	1 x 52 week period.

Notice of pick-up of Options for subsequent periods will be provided to Performers four weeks prior to the end of the previous period in the case of thirteen week period pick-ups, or six weeks notice in the case of twenty-six or fifty-two week option period pick-ups. Failure to provide such notice in accordance with the required time specified above shall mean that the Option for the subsequent period has been picked up automatically.

2. **VACATIONS** Series Regulars shall be entitled to two consecutive weeks' paid vacation to be taken during each confirmed fifty-two week contract period, such entitlement effective following the exercise of the options confirming a 52 week period. For each week of vacation, the Performer will receive vacation pay at the Performer's individual performance rate times the number of performances per week guaranteed.
3. **TURNAROUND** The minimum Rest Between Days will be twelve hours (rather than ten hours).
4. **CREDITS** Performer credits must be run no less than once per broadcast week.
5. **OVERTIME** The regular work shall consist of eight hours (exclusive of required meal periods and fifteen minutes of straight time per day for makeup). When two half-hour shows are produced on a single work day, the straight time work day may be extended to eleven hours after which time Overtime will be paid at double time per hour.
6. **ANNUAL FEE INCREASES** Series Regulars will receive a minimum 20% increase in fees per year (rather than 15% provided in Article A805).
7. **SCRIPTS** Scripts shall be provided to Series Regulars at least twenty-four hours in advance of production of the applicable episode. It is understood that minor script revisions may be provided to the Performers within twenty-four hours. Failure to provide scripts twenty-four hours in advance of production of an episode will require payment to the Performer(s) affected at the Performer's contracted hourly rate for a minimum of two hours.
8. **RECAPS** Producers may utilize up to a total of three minutes of clips (per episode) from a prior episode to recap a storyline without additional compensation to the Performers appearing in the clips.
9. **ADMINISTRATION FEES** Producers will remit Administration Fees totalling \$1,000 per week of production, which sum may be divided between the APG & CFTPA/APFTQ on a 50/50 basis. The PRS Administration Fee of 0.5% shall be paid to the APG in accordance with the I.P.A..
10. **NOTIFICATION OF SCHEDULED DAYS** Performers shall receive tentative notification of days to be worked not less than two weeks in advance of a production week. Final confirmation of scheduled days of work will be provided to Performers not later than the Wednesday of the prior week
11. **ADVANCE OPTION** As an exception to Article B502, Soap Producers may exercise the 25% Advance option provided in Article B501 b).

Except as provided above, the provisions of the 1995-98 I.P.A. (including the term of the Agreement) shall apply in all respects to the production of Soaps.

In witness whereof the Parties to the I.P.A. have executed this Soap Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 1996 in Toronto, Ontario.

THE CANADIAN FILM AND TELEVISION  
PRODUCTION ASSOCIATION, per:

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L'ASSOCIATION DES PRODUCTEURS DE  
FILM ET TÉLÉVISION DU QUÉBEC

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THE ACTRA PERFORMERS GUILD, PER:  
per:

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## Appendix 16 - The Dubbing Section

### THE DUBBING SECTION

#### 1 - RECOGNITION AND APPLICATION

- 101 The provisions of the present Dubbing Section (ie "this Dubbing Section") stand alone. The provisions of the *Independent Production Agreement (I.P.A.)* shall apply where the Dubbing Section is silent.
- 102 The Producer recognizes the Guild as the exclusive bargaining agent of Performers as defined in this Dubbing Section with respect to all minimum terms and conditions provided for by this Dubbing Section. It is further recognized that the Guild has exclusive jurisdiction over all Dubbed Productions produced in the English language in Quebec and all productions dubbed into languages other than French in the rest of Canada.
- 103 This Dubbing Section sets forth the minimum rates and working conditions under which performers may be engaged in Dubbed Productions produced by any method in the English language in Quebec and all productions dubbed into languages other than French in the rest of Canada.
- 104 The terms of this Dubbing Section are the result of negotiations between representatives of the Associations and the Guild. Each Producer who agrees to adhere to this Dubbing Section shall sign a Letter of Adherence signifying acceptance of the rates and conditions contained herein (see *Appendix C*). It shall be executed in any number of counterpart originals, each counterpart signed by a Producer having the same effect as an original.
- 105 This Dubbing Section shall be administered jointly by the Guild and the Associations in all its facets on a principle of equality between the Guild and the Associations in all matters pertaining to the administration of the Dubbing Section's provisions. Questions regarding interpretation of the meaning of the clauses in this Dubbing Section may be directed to any of the Associations with experience in Dubbing or to the Guild. Neither of the parties shall give interpretations binding upon the other without the written agreement of the other.
- 106 This Dubbing Section constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions, whether oral or written, of the parties with respect to Dubbed Productions produced pursuant hereto, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Dubbing Section shall be binding unless executed in writing by the parties to be bound thereby.
- 107 **Rights of Producer.** Except to the extent specifically modified in this Dubbing Section, all rights and prerogatives of management, administration and direction are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producer's rights shall include:

- a. the right to maintain efficiency, discipline and order, and to discipline and discharge Performers in accordance with this Dubbing Section; and,
- b. the right to select and hire Performers; the right to establish the methods and means of production, including determining the qualification of Performers, the hours and dates Performers are required, and the location and standards of performance; methods used to ensure security of the Producer's property; and generally the right to conduct its business the most effective way it sees fit, without interference.

## 2 - PERFORMER DEFINITIONS

201 *A Performer* means a person whose voice is recorded off-camera in any manner whatsoever.

## 3 - DEFINITION OF TERMS

301 *Above Minimum Fee* means the fee or fees which a Performer has contracted at rates in excess of the minimum fees and terms provided in this Dubbing Section.

302 *ADR* - See Post Synchronization

303 *Audition* means the vocal auditioning of a Performer or a group of Performers for the purpose of determining his, her or their value or suitability for a specified performance.

304 *Availability Inquiry* means an approach to a Performer regarding his/her interest and/or availability for an engagement.

305 *Booking* means notification to a Performer and acceptance by him/her of an engagement on a definite date or dates.

306 *Dubbing* means the voice synchronization by a Performer off-camera to match a performance of a Performer in an existing Program, which Program was originally produced in a language other than English. For the purposes of clarification an animated program will be considered an existing program only if at least fifty percent (50%) of the program has been animated and the picture is accompanied by a guide track in a language other than English.

In the event of any dispute or confusion as to whether or not the Production qualifies under this section, the representatives of ACTRA and the Association(s) representing the Producer agree to meet within 48 hours to screen the material and make a determination as to whether or not the material qualifies to be produced under the Dubbing Section. The Associations must agree unanimously or the issue will be referred to article 8 for further disposition.

307 *Dubbed Production* means a production which qualifies under this section.

308 *Episode* means one Program, complete in itself but forming part of a Series.

- 309 *Gross Fee* means total compensation paid to a Performer during a Dubbed Production exclusive of monies paid by a Producer for expenses, such as per diem allowances or travel costs as agreed.
- 310 *Line of Dialogue* means a line of script of fifty (50) key strokes or spaces and includes all dialogue which the Performer is directed to deliver. In addition to the above:
- a. each line of three (3) words and more up to and including fifty (50) key strokes or spaces is considered to be a line;
  - b. in the case of a line of three (3) words or less, each word will be considered to be a residual of a third of a line;
  - c. in the final line count, the remaining residuals of a line will be rounded to the nearest line.
- 311 *Lip Synchronization* means, for the purposes of this section, the voice synchronization by a Performer off-camera to match the on-camera performance of another Performer in the original version.
- 312 *Multilingual Dubbed Production* means a program produced predominately in a language or languages other than English, but which may contain original performances delivered in the English language.
- 313 *Post-Synchronization* means, for the purposes of this section, the voice synchronization by a Performer of his/her voice to his/her own On-camera performance in the original version.
- 314 *Producer* means the individual, company, corporation or organization which controls, administers, directs and is responsible for the dubbing of any Program, whether or not s/he or it is or will be the Copyright Holder of the finished Program.
- 315 *Program* means a film, each Episode of a Series or a Single Unit.
- 316 *Reporting time* means the booked hour of commencement of work for a Performer.
- 317 *Role* means the part to be re-voiced by a Performer as an individual characterization.
- 318 *Series* means a number of Episodes produced as a group to be presented in a regular pattern.

#### 4 - OBLIGATIONS OF PRODUCERS

- 401 **Preference of Engagement** The Producer agrees to give preference of engagement to members of the Guild.

It is understood that in the case of performers under the age of 16 years, permits will be issued upon application by the engager showing that all efforts have been made to engage a suitable ACTRA member for the role.



402 **Policy of Equal Opportunities**

The Producer will not discriminate against any Performer because of age, race, sex, creed, colour, sexual orientation or national origin. The Performer agrees that s/he will not discriminate against any Producer or fellow Performer or refuse to work for any Producer or with any Performer because of age, race, sex, creed, colour, sexual orientation or national origin.

403 **Personal Harassment Policy** The provisions of Article A503 of Part A of the I.P.A. concerning Personal Harassment shall apply to this Dubbing Section.

404 The Producer shall not required a Performer to work in any Dubbing Production with anyone who is not either a member, an Apprentice Member or the holder of a work permit issued by the Guild.

405 The Producer assumes the risk of artistic competence of a Performer.

406 This Dubbing Section represents minimum rates and working conditions. No Performer shall be compensated at rates or fees less than those provided herein or subject to working conditions that are less favourable than the provisions of this Dubbing Section.

407 The Producer shall not restrict the right of the Performer to negotiate terms (including rates or fees) and conditions in excess of the minimum provisions of this Dubbing Section.

408 Performers engaged at terms or conditions in excess of the minimum provisions of this Dubbing Section shall be entitled to exercise all the benefits and protection of the provisions of this Dubbing Section.

409 **Assignment of Fees** All payments shall be made directly to the Performer unless written authorization has been received by the Producer from such Performer authorizing payment to another party. Payment will also be made to another party in the event of a court order.

410 **Access to Recording Studio** The Producer shall allow a Guild representative access to a recording studio upon reasonable notice to verify compliance with the terms of this Dubbing Section. Any such access shall not interfere with the recording schedule.

411 **Dubbed Production Records** The Producer shall maintain adequate records with respect to Performers. Such records shall include the following:

- a. Name of Performers engaged and categories of performance.
- b. Date or dates of services rendered by Performers.
- c. Amount paid for such services.
- d. The hours booked

- e. The hours worked.
- f. The name and number of the Program or Episode (where applicable).
- g. A copy of the script.
- h. The line count.
- i. Calculation sheets.

412 Where requested by the Guild the Producer shall furnish the Guild with a copy of such information relating to any Performer concerning any or all of the aforementioned matters.

413 No later than 48 hours prior to the commencement of recording, the Producer shall forward to the nearest Guild office a cast list of principals for each production and a tentative recording schedule.

414 During the recording session, a final version of the working script, properly paginated, with loops marked, shall be made available to the performers and a copy of the Performer Dubbing Time Sheet shall be duly prepared for signing by performers. Such Time Sheets shall include the line count per Performer, the hour of call for each Performer and a record of the length of time worked by each Performer.

415 With payment, the Producer shall forward to the Local Guild Office a copy of the Performer Dubbing Time Sheet duly completed and initialled by the Performer and a designated representative of the Producer (see *Appendix A*). Furthermore, upon request by a representative of the Guild, the Producer shall forward to the nearest Guild office a copy of the script and/or, when applicable, make the "rythmo band" available to a representative of the Guild .

416 **Security for Payment**

- a. The Guild is entitled to require a Producer to post, no sooner than ten (10) days prior to the commencement of work by the Performers, a security for payment sufficient to cover the payroll per Program (to be based upon the production schedule provided by the Producer) and the insurance and retirement payments. The security for payment may take the form of a cash deposit to be held in trust by the Guild in an interest-bearing account, and all accrued interest shall be the property of the Producer or at the Producer's election, the security for payment may take the form of one or more irrevocable letters of credit in favour of the Guild, drawn on a Canadian chartered bank. The face of the letter of credit shall specify that:
  - i. The Guild shall be entitled, upon written notice to the Producer, to draw down on the letter of credit. The notice shall stipulate the amount claimed and that such amount is due to the Guild as a result of default by the Producer of its payment obligations as specified in the Dubbing Section;

- ii. the said letter of credit shall have a term commencing not sooner than ten (10) days prior to the commencement of work by the Performers and terminating at a mutually-agreed date after the completion of recording;
  - iii. in the event of a dispute involving outstanding payments due under the Dubbing Section, the Producer agrees to re-issue a letter of credit or to post a cash bond in an amount equal to those amounts in dispute for as long as those amounts remain in dispute.
  - iv. when a bona fide dispute arises, all remedies and recourse provided by this Dubbing Section shall be exhausted, or an Arbitrator shall rule in favour of the Performer prior to any disbursement from the letter of credit.
- b. The provisions of iii. and iv. above shall apply equally to a cash bond.
- c. Notwithstanding Article 416 a., an Established Producer as defined herein shall not be required to post as security a cash deposit, letter of credit or bond, but shall instead be entitled to provide to the Guild with a corporate guarantee, in the form set out in *Appendix D*.

An *Established Producer* shall mean a Producer:

- i. whom the CFTPA or APFTQ confirms by written notice to be a member in good standing;
  - ii. L'APFTQ recognizes that a member in good standing of l'AQITCT is recognized as an established Producer.
  - iii. who has maintained a permanent active Dubbing Production entity with established offices and staff for the previous four years, and has engaged Guild members for a minimum of eight hours of completed programming; and
  - iv. who has had a good track record for payment of Guild members, excluding minor infractions.
- d. The Producer shall give the Guild notice no later than 30 days prior to the start of recording of its intention to provide a corporate guarantee, and shall contact the Guild within five days of giving such notice to discuss the form of such guarantee.
- e. should the option for a corporate guarantee be denied, a timely request having been made, the Producer shall have recourse to the following appeal procedure :
- i. the Guild shall meet with the Producer within five (5) business days of denial of a request;
  - ii. an appeal committee shall be formed which will consist of the National Executive Director (Performer's Guild) and a representative of the CFTPA and the APFTQ;

- iii. should there be no consensus at this meeting, the Producer shall post the cash bond required by the Guild as a gesture of good faith pending the outcome of presenting his case in front of the Joint Standing Committee as set out in Article 8 of the Dubbing Section; and
- iv. should the Joint Standing Committee rule in the Producer's favour, the Guild will immediately return the cash bond, with interest if applicable, and accept the alternative security payment agreed to by the Joint Standing Committee.

417 The Producer shall indemnify the Performer against all legal costs and any judgment arising out of a performance based upon a script supplied to him by the Producer and performed by the Performer as directed by the Producer, provided the Performer cooperates with the Producer in both notifying the Producer of any threatened action and of the commencement of any proceedings, and in the defence of any action; and further provided that the Performer makes no admission of liability without the prior authority of the Producer.

## **5 - OBLIGATIONS OF ACTRA AND PERFORMERS**

- 501 Except by prior agreement with the Associations, the Guild shall not enter into any agreement with any Producer in independent Dubbing Production at rates or terms more favourable to such Producer than those set forth in this Dubbing Section, and shall not permit performers to be engaged at rates less than those provided for herein or at terms more favourable to such Producer than those set forth herein.
- 502 The Guild undertakes to require and maintain professional conduct from Performers engaged to perform under the provisions of this Dubbing Section. In the event that unprofessional conduct of one or more the Guild members engaged under the provisions of this Dubbing Section jeopardizes the day's production, the member or members, subject to the grievance procedure, may be found to be in breach of this Dubbing Section and may be directed by a Joint Standing Committee or by a duly-appointed Arbitrator to provide compensation.
- 503 A Performer shall at all times report to the recording studio ready to work at the time of his/her reporting time. Performers will at all times comply with the reasonable requests and instructions of the Producer or his/her representative. The Performer will be reasonably familiar with the terms of this Dubbing Section.
- 504 A Performer shall identify to the Guild any perceived breach of this Dubbing Section whenever such breach is considered to occur in order that the Guild may give the Producer the opportunity to remedy such perceived breach at the earliest opportunity in the spirit of this Dubbing Section.
- 505 The Performer must advise the Producer at the earliest opportunity of any injury and or any inability to fulfil contracted obligations.

## 6 - QUALIFICATION OF PERFORMERS

601 In accordance with 401, preference of engagement shall be given to Guild members. However, after making reasonable efforts to comply and having established that a person who is not a member of the Guild is required in a Dubbed Production, then application shall be made for a work permit at the nearest Guild office at least forty-eight (48) hours prior to the commencement of work, and the following procedure will apply for the issue of work permits:

- a. Performers who are Canadian citizens or landed immigrants shall pay \$60.00 per week of work on a Dubbed Production for which the Performer is engaged.
- b. Other Performers who are not either Canadian citizens or landed immigrants and not a member of the Guild shall pay \$225.00 per week of work on a Dubbed Production for which the Performer is engaged.

Note: For the purpose of clarification, a *week* as used in this 601 a. and b. is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

602 The engagement of members of Union des Artistes will be governed by the reciprocal agreement between the Guild and Union des Artistes.

## 7 - NO STRIKE AND UNFAIR DECLARATION

701 During the life of this Dubbing Section, the Guild undertakes to not call or direct a work stoppage against any Producer, except where the Producer has been declared unfair.

702 **Producer's Refusal to Abide by or Follow Grievance or Arbitration Procedure or Decision** Where a Producer does not abide by, or declares his intent not to abide by the grievance or arbitration procedure, or refuses to comply with a decision rendered pursuant to Article 8 by a Joint Standing Committee or an Arbitrator, the Guild may declare such Producer an "Unfair Producer" upon 10 days notice to the Producer concerned and to the Producer's Association, and instruct the members of the Guild or members of another ACTRA guild not to work for such Producer.

### 703 **Producer Failure to Meet Payroll Obligations**

- a. In the event that a Producer fails to meet its payroll obligations, in respect of which obligations there is no bona fide controversy, the Guild has the right to declare the said Producer Unfair, provided that the Producer receives written notice from the Guild setting forth the facts upon which the declaration is based and the Producer is given ten (10) days' from the date of receipt, to cure such failure, which cure period must be specified in the notice. For greater certainty, the Guild shall not be entitled to make such a declaration under this paragraph in the case of a dispute between one

or more Performers or the Guild, on the one hand, and the Producer, on the other hand, as to the amount of fees due, so long as the Producer continues to meet all of its payroll obligations, in respect of which there is no bona fide controversy, to the Performers engaged on the Production.

- b. A Producer who receives a notice under paragraph a., and who does not cure the default, on or prior to the expiry of the ten (10) days' notice period, may be declared Unfair.
- c. The Unfair Producer Declaration shall be revoked by the Guild once the Producer is in full compliance with all of its payroll obligations in respect of which there is no bona fide controversy.
- d. A Producer who has been declared Unfair, (which declaration has been revoked under the terms of paragraph c.), shall be required to post, a security for payment sufficient to cover four (4) productions produced by the said Producer, under the terms of this Agreement, until the earlier of:
  - i. two (2) years from the date on which the Producer has cured its default, as a result of which, a revocation is issued by the Guild, under paragraph c.;
  - ii such time as the Guild may determine, in its sole discretion, to reduce such security from four to two weeks' of Performer payroll.

704 Performers shall not be required to work for a Producer declared unfair by the Guild.

## **8 - GRIEVANCE PROCEDURES AND RESOLUTION**

801 The parties agree that any party exercising its rights under the provisions of the Dubbing Section does so without prejudice to its relations with the other parties.

802 Where a dispute arises out of, or in connection with, this Dubbing Section, or any deal memorandum or contract between a Performer and a Producer, the dispute shall be resolved in accordance with the procedures set out in this Article.

803 A complaint of a minor nature may be settled at the time of its occurrence by a representative of the Guild and an authorized representative of the Producer.

804 In the event that the complaint is not resolved in the manner described in 803 above, either party to the complaint may initiate a grievance within 90 days. The Performer must advise the Guild within thirty (30) days of the date on which the Performer becomes aware of the act or omission giving rise to the grievance.

805 A grievance shall be considered initiated when the initiating party (the "Grievor") sets forth in writing the facts giving rise to the dispute, the relevant articles of the Dubbing Section or the I.P.A. or the individual contract, and the remedy sought, and delivers the Grievance to the other party to the Grievance (the "Respondent") and to the organization to which the Respondent belongs. In all cases concerning a Performer, the Guild will be considered the

- Grievor or the Respondent, as the case may be. The Association to which the Producer belongs shall be advised by the Grievor. When the Producer is not a member of one of the Associations, the Grievor shall advise all of the Associations.
- 806 The Guild or the Associations, as the case may be, shall notify forthwith the other parties to this Dubbing Section of the Grievance and provide each with a copy of the Grievance. A representative of the Guild, a representative of the Associations with experience in dubbing, designated by the Associations, the Producer or its duly authorized representative, and the Performer or his/her representative shall meet within five (5) business days to attempt to settle the Grievance informally. The persons present at the Grievance Meeting shall have the authority to settle the Grievance. The settlement, if any, shall be noted in writing and signed by those attending the Grievance Meeting, each of whom shall receive a true copy of the terms of the settlement. A copy shall be sent to each of the Associations and to the Guild. Such settlement shall be binding on all parties.
- 807 Those present at the Grievance Meeting shall adduce all available and relevant facts, documents and evidence in order that the parties may have the clearest understanding of the issues. At the meeting there shall be a full and frank discussion of the those issues in order to achieve a fair and workable settlement.
- 808 In the event that attempts to settle the matter have not resulted in a satisfactory settlement of the Grievance, any party to the Grievance may, within seventy-two (72) hours following the Grievance Meeting, give written notice to the other parties attending the Grievance Meeting and to the Associations, referring the Grievance to the Joint Standing Committee.
- 809 The Joint Standing Committee shall convene, at the time and place to be agreed by the Guild and the Associations, within three (3) weeks of the receipt of the notice described in 808 above.
- 810 The Joint Standing Committee shall consist of a panel of not fewer than four (4) and not more than six (6) representatives of the Associations and the Guild.
- 811 The Association's representatives shall be directors, officers or permanent employees of Producers who are involved in dubbing and who are currently, or have been within the proceeding twelve months, a signatory to this Dubbing Section. No one appointed to the Joint Standing Committee shall have been involved in the Grievance prior to appointment to the Joint Standing Committee. The Associations shall advise The Guild as to the number of representatives to be appointed to represent the Associations. Guild staff shall not be appointed to a Joint Standing Committee.
- 812 At least seventy-two (72) hours prior to the Joint Standing Committee hearing, the parties to the Grievance shall present all documents, including all correspondence to which they intend to refer during the course of the meeting; moreover, they shall inform The Guild and the Associations of any witnesses they intend to call.
- 813 The Joint Standing Committee shall appoint a chairperson from among themselves. The Joint Standing Committee may establish its own procedures and guidelines for the hearing,

including the recording of minutes or notes. The Joint Standing Committee shall be governed by the following principles:

- i. both parties shall have full opportunity to be heard;
- ii. neither party shall be surprised by evidence or facts adduced before the Joint Standing Committee; and,
- iii. the Joint Standing Committee may recognize industry practices where reasonable to do so under the circumstances.

814 When the Joint Standing Committee is satisfied that it has heard fully from the parties to the Grievance, the Joint Standing Committee shall dismiss the parties in order to consider and render its decision.

815 The Joint Standing Committee shall not have the authority to amend, modify, add to, or delete any provision of this Dubbing Section or any part of the Dubbing Section.

816 All decisions of the Joint Standing Committee shall be in writing and shall be signed by the members of the Joint Standing Committee. A copy of the decision shall be sent to the parties to the Grievance, to the Guild and to the Associations.

817 A majority decision of the Joint Standing Committee shall be binding on all parties to the Grievance. If the Joint Standing Committee fails to reach a majority decision, either party to the Grievance may, within two (2) weeks of the date of the hearing, refer the matter to Arbitration, by giving notice to the other party to the Grievance, to the Guild and to the Associations.

818 Arbitration: Within two (2) weeks of the notice of intent to refer, as described in 817 above, a time and place for Arbitration shall be agreed, taking into account the availability of the Arbitrator.

819 The Arbitrator shall be such person upon whom the Associations and the Guild agree.

820 The Arbitrator shall not have the power or authority to amend, modify, add to or delete any provision of this Dubbing Section or any part thereof.

821 The cost, fees and expenses of the Arbitrator shall be shared equally by the Grievor and the Respondent.

822 The decision of the Arbitrator shall be issued in writing to the parties to the dispute, and to the Associations and shall be final and binding on the parties.

823 Any time limits prescribed herein may be extended by mutual agreement of the parties to the Grievance and the Associations.



824 Notices required to be given or sent pursuant to this Dubbing Section shall be mailed, postage pre-paid, delivered personally by courier, or sent by telex, telefax, or other means of near instantaneous communication, addressed as follows:

To the Guild : ACTRA Performers Guild  
 2239 Yonge Street  
 Toronto, Ontario, M4S 2B5  
  
 Fax; (416) 489-8076  
  
 Attention: National Executive Director - Performers  
  
 with a copy to the local ACTRA office

To the Associations: Canadian Film & Television  
 Production Association Fax: (416) 922-4038  
 175 Bloor Street East  
 North Tower, Suite 806  
 Toronto, Ontario, M4W 3R8  
  
 Attention: Director - Industrial Relations  
  
 Association Québécoise des Industries  
 Techniques du Cinéma et de la Télévision Fax: (514) 939-5070  
 c/o 2101 ouest rue Ste-Catherine  
 Montréal, Québec, H3H 1M6  
  
 Telephone (514) 939-5060  
  
 Attention: President  
  
 APFTQ Fax: (514) 392-0232  
 740 rue St. Maurice  
 Bureau 201  
 Montreal, Quebec, H3C 1L5  
  
 Attention: Labour Relations Advisor

To the Producer and to the Performer at the address noted on the Letter of Adherence or the deal memo or contract or other such address as the Producer or Performer advises the other parties hereto from time to time.

825 **Deemed Receipt** In this Section, notices or other documents shall be deemed to be received by the party to whom it is addressed (the "addressee"), unless otherwise specifically provided in this Section or in the individual Performer contract:

- a. on the same day, if transmitted by Fax prior to 15h00 local time of the addressee, or if delivered personally to the addressee;

- b. the next business day, if transmitted by Fax after 15h00 local time of the addressee, and
- c. on the third business day following the date on which the document is sent by Registered Mail,

unless the addressee is able to prove that the said document has not been received by him.

In this Section *day* shall mean calendar day, unless otherwise stated and *business day* shall mean a day of the week that excludes Saturdays, Sundays and statutory holidays.

## 9 - CONDITIONS OF WORK FOR PERFORMERS

- 901 a. Upon Booking, Performers shall be given specific notice of the roles to be performed, the nature of those roles, the total line count and the duration of the engagement. The Booking shall be verbally confirmed.
- b. When the length of call is not specified at the time of booking, it shall be assumed to be a two (2) hour call and paid as such.
- 902 **Work Day** The work day shall consist of eight (8) consecutive hours in any day exclusive of meal periods. The work day shall commence at the Performer's Booking time or when the Performer commences recording, whichever is earlier, and the work day does not end until the time indicated in the booking or when the Performer finishes recording, whichever is the later.
- 903 **Calendar Day** A work day starting on one calendar day and continuing into the next, shall be deemed to be one (1) work day, namely that on which work started, provided that work past midnight was originally scheduled.
- 904 **Night Recording** Night Recording shall refer to the work performed between the hours of 2200h on one day and 0800h on the following.
- 905 **Reporting time**
  - a. Should the Producer call a Performer for more than one separate reporting time during any one day, each new reporting time will constitute a new first hour of work.
  - b. Notwithstanding the foregoing, if the Producer allows more than one separate reporting time during any one (1) day at the request of the Performer, then the rate of pay for that Performer will be calculated on the actual number of hours worked by the Performer as an uninterrupted day.

## 10 - OVERTIME

- 1001 Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate, and in excess of twelve (12) hours at the rate of two hundred percent (200%) of the Performer's contracted hourly rate. Periods of a half hour or less may be paid in half-hour units, at the pro rated rate.
- 1002 Any time worked by a Performer during night recording shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate.
- 1003 When a Performer is required to work on a Dubbed Production for six (6) consecutive days, the Performer shall be paid for the sixth (6th) day at one hundred and fifty percent (150%) of the Performer's contracted daily, hourly or overtime rate.
- 1004 When the exigencies of the Dubbed Production schedule demand extraordinary measures and require a Performer to work seven (7) consecutive days, the Performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly or overtime rate.
- 1005 When a Performer is required to work on a Dubbed Production between 1800h on a Saturday and 800h on the following Monday, the Performer shall be paid at one hundred and fifty (150%) of the Performer's contracted daily, hourly or overtime rate.
- 1006 The maximum compounding effect of the application of overtime and penalty payments provided in this Dubbing Section shall not exceed three hundred percent (300%) of the Performer's contracted hourly rate.

## 11 - REST PERIODS

- 1101 **Rest Between Days** There shall be a rest period of not less than ten (10) hours between the end of one work day and the beginning of work on the next day. If a Performer is required by the Producer to report for work within such a ten (10) hour period, the Performer shall be paid for such hours at the rate of two hundred percent (200%) of such Performer's contracted hourly rate.
- 1102 **Rest Periods** There shall be a five (5) minute rest period provided for each two (2) hours of work. During recording, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day.

## 12 - MEAL PERIODS

- 1201 No work session shall be more than five (5) hours without a meal break. Such meal break shall not be paid.
- 1202 No such meal break shall be less than one (1) hour or more than two (2) hours at a time

- 1203 Should the Producer call a meal break of longer than one hundred and twenty (120) minutes, the resumption of work after the meal break will constitute a new reporting time.
- 1204 There shall be a meal period of one-half (½) hour after each four (4) hours of overtime worked.
- 1205 Where the exigencies of a Dubbing Production make it necessary and the Performers agree to work during the meal period, each Performer shall be compensated at two hundred percent (200%) of the Performer's contracted hourly rate (calculated in half-hour units) in addition to the applicable payment for the period being worked, until the meal period is provided. The meal period shall be provided at the earliest time possible thereafter. Completion of a loop shall not be considered a breach of this Article.

### 13 - CANCELLATIONS AND POSTPONEMENTS

- 1301 **Force Majeure** If a Dubbing Production is frustrated or interrupted by reason of any cause beyond the reasonable control of the Producer, such as, but not limited to, war, fire, hurricane or flood, or governmental regulation or order in a national emergency, power failure, the Producer may either cancel the Dubbing Production (in which event the Producer shall pay to the Performer monies accrued to the date of such cancellation) or make such other arrangement with the Performer by way of postponement and the like as may be practicable to fulfil the engagement.
- 1302 **Cancellation of a Dubbing Production** If a Dubbing Production is cancelled for any reason other than that provided in 1301, the Producer shall not be required to pay the Performers, provided notice of such cancellation is received by the Performers seventy-two (72) hours in advance of a booking. Should the Producer be unable to give seventy-two (72) hours' notice, the Producer shall be liable for all time contracted in the seventy-two (72) hour notice period.
- 1303 **Illness** Should illness or other physical or similar cause prevent the Performer from carrying on the Performer's individual contract, the Performer shall provide a medical certificate. If the Performer is absent by reason of illness for more than one day, the Producer may:
- a. terminate the engagement forthwith upon payment to the Performer of monies accrued to the date of the Performer's absence; or,
  - b. suspend the engagement for the period of absence and subject to the Performer's other engagements entered into before the beginning of such period, extend the period of first booking by the period of absence.

### 14 - WORKING ENVIRONMENT

- 1401 Performers may refuse to commence work where the Producer fails to provide the following facilities:

- i. a supply of pure drinking water;
- ii. a suitable seat for each Performer during rest periods;
- iii. The Producer agrees to maintain a "smoke free" working environment at locations where performers are dubbing, save and except where such prohibition would conflict with the provisions of a collective agreement with another union.
- iv. Clean and accessible toilets and washrooms

## 15 - DOUBLING

1501 **Live action programs or films** Except in the case of an animated film or program, during one session, a Performer who is required to dub more than two (2) roles in the same film (or in the same episode of a series) or four (4) roles in different episodes of a series, shall receive additional payment of not less than \$41.80 / \$42.64 / \$43.49 for the first such double and \$25.30 / \$25.81 / \$26.32 for the second and each subsequent double.

A Performer who is required to dub roles in more than one film or series in the same session, shall be paid for each film or series as a separate call.

1502 **Animated Programs or Films** During one session, a Performer who is required to dub more than three (3) roles of indefinite length and two (2) roles of not more than 3 lines, in the same animated film (or in the same episode of an animated series) shall receive additional payment for doubling. Such additional payment shall be in accordance with the fees in 1501 above.

A Performer who is required to dub roles in more than one animated film or animated series in the same session, shall be paid for each animated film or animated series as a separate call.

For purposes of the Dubbing Section, the following will also be treated as animated programs: puppet, animal, animated object and claymation programs.

1503 **Participation in Off-Camera Crowd Noises** Participation in off-camera crowd noises shall not be considered as doubling, and is permissible without additional compensation.

## 16 - SONGS

1601 The present article establishes the conditions for the dubbing of songs.

1602 Incidental humming is not considered to be singing.

1603 a. When a song is part of a Dubbed Production, whenever possible, the Producer will supply to the Performer prior to the recording, a cassette or a music sheet of the song. For his "at home" rehearsal time, the Performer will be paid one (1) hour at the appropriate first hour fee.

- b. The Performer dubbing such a song will be paid as follows:
  - i. the number of lines in the song added to the lines of script the Performer is called upon to voice multiplied by the appropriate per line fee;
  - or
  - ii. the hourly rate of the duration of the work session or sessionsaccording to whichever method of payment is greater for the Performer.

- 1604 a. When a song is included in the opening or closing sequence of a series, the Performer dubbing such a song will be paid as follows:
- i. a minimum four hours booking at the appropriate rate;
  - or
  - ii. the number of lines multiplied by the number of episodes multiplied by the appropriate per line fee
- according to whichever method of payment is greater for the Performer.
- b. The above fees entitle the Producer to the use of the song in twenty six episodes of a series.
  - c. For the use of each subsequent group of thirteen episodes or less, the Producer will pay to the Performer forty per cent (40%) of the fee mentioned in 1604 a. above

## **17 - DIALOGUE IN OPENING & CLOSING SEQUENCES**

- 1701 When a Performer participates in standard openings and/or closings for a series, this will be paid at the line count multiplied by the number of episodes it is used on.

## **18 - TALENT AUDITIONS**

- 1801 Voice tests are those try-out periods wherein a Performer or group of Performers are tested for ability, talent and /or suitability for inclusion in a Dubbed Production. No fees are required for the auditioning of a Performer. It is the intention of this clause to afford the opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than one (1) hour before the commencement of an Audition shall be compensated for all excess time over the hour at the rate of \$29.43 / \$30.01 / \$30.61 per hour or part thereof.

- 1802 **Audition Recall** Where a Performer is required to attend a third (3rd) or subsequent Audition, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than \$37.68 / 38.43 / \$39.20 for each hour or part thereof.
- 1803 The audition should take place with a projection of the picture with the original sound track and the rythmo band (where available).
- 1804 **Open Audition Call** Where open Performer Auditions, tests or interviews are to be held for any category, notice of such Audition with necessary details shall be given to the Guild not less than four (4) days prior to such Audition when feasible.
- 1805 **Preference of Audition** The Producer agrees to give the Guild members preference in the auditioning of Performers. In the case of "open calls", Guild members shall be auditioned in advance of and separate from non-Guild members. However, Guild members may be auditioned during non-member auditions if they are unavailable during member Audition time.

## 19 - TRAILERS, PROMOS AND EXCERPTS

- 1901 An excerpt of not more than two (2) minutes in length, may be used as a trailer or promo, including use in an awards Program for the promotion of a Program or Programs within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips also may be used with a Series from which the footage was taken for recaps, previews or teasers without additional payment.
- 1902 The Producer may take excerpts of more than two (2) minutes from a Dubbed Production in which a Performer has participated for use in another Dubbed Production upon payment to the Performer in the excerpt of a fee calculated upon the line count in the excerpt. The fee shall either be added to the Performer's fee for the second Dubbed Production or shall constitute a separate payment. All other terms and conditions of this Dubbing Section shall apply to the new Program as if the Performer had actually participated.
- 1903 If the Producer desires the services of a Performer in making promos or trailers, the Performer shall be paid the appropriate per line or per hour dubbing fee, whichever is higher.

**20 - CREDITS**

2001 When the Producer receives an on-screen credit, the Principal Actors will be given credit whenever possible. If the Producer receives an on-screen credit and the Principal Actors do not, the Producer will explain the reasons to the Guild.

**21 - FEES**

2101 The fees paid to Performers shall be based on the following:

- a. the length of the booking or bookings
- b. the length of time actually spent in recording
- c. the line count

whichever is the greatest.

NB The next Article is 2102 - Dubbing Fee Schedule.

2102 The dubbing of Live-Action and Animation Programs shall be paid in accordance with the following Fee Schedule:

Fee Schedule	Jan. 29 /96 to Dec. 31 /96	Jan.1 /97 to Dec. 31 /97	Jan. 1 /98 to Dec. 31 /98	
<b>Live Action</b>				
Hours	1	\$107.80	\$109.96	\$112.16
	2	\$154.00	\$157.08	\$160.22
	3	\$203.50	\$207.57	\$211.72
	3.5	\$228.25	\$232.82	\$237.47
	4	\$253.00	\$258.06	\$263.22
	4.5	\$277.75	\$283.31	\$288.97
	5	\$302.50	\$308.55	\$314.72
	5.5	\$327.25	\$333.80	\$340.47
	6	\$352.00	\$359.04	\$366.22
	6.5	\$376.75	\$384.29	\$391.97
	7	\$401.50	\$409.53	\$417.72
	7.5	\$426.25	\$434.78	\$443.47
	8	\$451.00	\$460.02	\$469.22
Each Additional hour payable in ½ hour units		\$74.80 per hour	\$76.30 per hour	\$77.21 per hour
Fee per line		\$3.03	\$3.09	\$3.15
<b>Animation</b>				



Hours	1	\$112.20	\$114.44	\$116.73
	2	\$162.80	\$166.06	\$169.38
	3	\$214.50	\$218.79	\$223.17
	3.5	\$240.35	\$245.16	\$250.07
	4	\$266.20	\$271.52	\$276.96
	4.5	\$292.05	\$297.89	\$303.86
	5	\$317.90	\$324.25	\$330.75
	5.5	\$343.75	\$350.62	\$357.65
	6	\$369.60	\$376.98	\$384.54
	6.5	\$395.45	\$403.35	\$411.44
	7	\$421.30	\$429.71	\$438.33
	7.5	\$447.15	\$456.08	\$465.23
	8	\$473.00	\$482.44	\$492.12
Each Additional hour payable in ½ hour units		\$77.00 per hour	\$78.54 per hour	\$80.11 per hour
Fee per line		\$3.03	\$3.09	\$3.15

### 2103 **Payment Step-up in Multilingual Dubbing Productions**

- a. When a Performer is engaged to dub a major role, originally performed in the English language, in a multilingual production, the performer's total earning shall be subject to a seventy-five percent (75%) step-up fee. Such step-up will apply whenever a Performer provides synchronized dialogue (lip-sync) consistent with the original English language performance.
- b. As an exception to the foregoing, when "incidental English" is employed in a production, and where such is retained in the original version, no premium shall be payable. Nor would the dubbing of minor roles in English language performance attract the premium.

2104 **Use** The payment of the rates shall entitle the Producer to unlimited use of the dubbed programs without additional payment of fees.

## 22 - PAYMENT

2201 **Payment** For work done between the first and fifteenth of the month, payment will be due by the thirtieth of that same month. Work done between the sixteenth and the last day of the month will be payable not later than the fifteenth day of the subsequent month. If the fifteenth day or the thirtieth day of a month falls on a holiday or weekend, the payment will be due on the workday immediately preceding.

**2202 Late Payment Penalty:** If the payment of fees is not executed as prescribed in 2201, the Producer shall pay to the Performer a late payment charge of three dollars (\$3.00) per day per Performer up to and including seven (7) days. Beyond that delay, the late payment charge shall be five dollars (\$5.00) per day, per Performer. This provision shall not apply in the following circumstances:

- a. Where the Producer has filed with the Guild a bona fide dispute relating to the fees payable.
- b. Where normal methods of payment are interrupted, e.g. by reasons of National mail strike.

**2203** Upon receipt of fees, a Performer shall have thirty (30) days in which to report any error in payment, following which the payment shall be deemed to have been correct.

**2204 Assumption Agreement**

- a. If the Producer sells, assigns, or otherwise disposes of any Dubbed Production produced under this Dubbing Section, or any rights thereto, the Producer shall not be relieved of any of his obligations for the payment due under this Dubbing Section, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (the Purchaser) assumes the obligations for such payments by Assumption Agreement in the form contained in *Appendix "B"*, and the Guild approves the assumption in writing. Such approval shall not be unreasonably withheld.
- b. Upon seeking the approval of the Guild to a sale, assignment or other disposition as provided for herein, the Producer shall provide to the Guild such information and material pertaining to the Purchaser as the Guild may reasonably require, including but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

**23 - ADMINISTRATION FEE**

**2301** The Producer shall assist in defraying the cost of administering the terms of this Agreement, by paying as an administration fee the following percentage of the Gross Fees paid to all Performers engaged for the production of a Program:

- a. If the Producer is a Member in Good Standing of the CFTPA as of the date of the remittance of the fee, (which membership in good standing shall be confirmed by the Association by written notice), one percent (1%), to a maximum of \$1,500.00 dollars per Production or Episode, to each of the Guild and the CFTPA.
- b. If the Producer is a Member in Good Standing of APFTQ or of AQITCT, as of the date of the remittance of the fee, one percent (1%), to a maximum of \$1,500.00 dollars per Production or Episode, to the Guild. A Producer who

is a member of the APFTQ or AQITCT shall pay any levies which may be due to the APFTQ or AQITCT directly to the APFTQ or AQITCT as the case may be.

- c. If the Producer is not a Member in Good Standing of one of the Producers' Associations as of the date of the remittance of the fee, as evidenced by written notice from one of the Associations to such effect, four percent (4%), with no maximum for any Production or Episode, to be sent directly to the Guild.
- d. All amounts collected under paragraphs b and c above shall be divided as follows: 50% shall be retained by the Guild and 50% shall be paid to the CFTPA (or the APFTQ, if the majority of the Production was dubbed in Quebec). The Guild shall remit the respective shares of the administration fees itemized by the Production to the CFTPA or APFTQ within 30 days of the end of each calendar quarter. Upon seventy-two (72) hours notice, an authorized representative of CFTPA or APFTQ may, during normal business hours, inspect the books and records of the Guild pertaining to the collection and remittance of the administration fee.
- e. During the life of this Agreement, the CFTPA may amend the amounts payable to the CFTPA set out in paragraph a. above.

#### **24 - INSURANCE & RETIREMENT PLAN & PERFORMER DEDUCTIONS**

- 2401 **Insurance** The Producer shall contribute, for insurance benefits of each Performer who is a member of the Guild, an amount equal to three (3%) percent of the Gross Fees paid to such Performer.
- 2402 **Retirement Plan** The Producer shall contribute, for retirement purposes of each Performer who is a member of the Guild, an amount equal to six percent (6%) of the Gross Fees paid to each such Performer.
- 2403 **Deduction from Performer's Fees - Retirement Plan** The Producer shall deduct, for retirement purposes, an amount equal to three percent (3%) of the Gross Fees paid each Performer.
- 2404 **Deduction from Performer's Fees - Guild Dues** The Producer shall deduct 1.75% of the Gross Fees paid each Performer who is a Guild member and remit such amount to the Guild. During the life of this Agreement, the Guild may amend the percentage of the deduction.
- 2405 **Non-Members** The Producer shall contribute an amount equal to nine per cent (9%) of the Gross Fees paid to each Performer who is not a member of the Guild (including those designated as Apprentice or temporary members and work permittees) for disposition in such manner and for such purposes as may be determined in the absolute discretion of the ACTRA Fraternal Benefit Society. Where non-resident Performers (who are not members of the Guild) are contracted,

the deductions made and Producer contributions and payments required under this Article shall be limited to the minimum fees in this Agreement.

2406 With respect to Performers whose gross fees from a contract of engagement exceed \$100,000.00 (Canadian), the maximum contributions pursuant to Article 24 shall be:

- a. \$3,000.00 (Canadian) pursuant to Article 2401
- b. \$6,000.00 (Canadian) pursuant to Article 2402
- c. \$3,000.00 (Canadian) pursuant to Article 2403

For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.

2407 All contributions and deductions made pursuant to this Article, other than payments made pursuant to Article 2404, shall be payable by cheque to the ACTRA Fraternal Benefit Society. All contributions and deductions made pursuant to Article 2404 shall be payable by cheque to the ACTRA Performers Guild. All cheques shall be mailed to the local ACTRA Performers Guild office in the location where the Production is being produced and/or administered. All deductions and contributions shall be indicated on the "Performer Independent Production Remittance Statement" and shall be payable at the same time as, and for the same period covered by, the Production payroll.

2408 Late Payment Penalties: In the event that the payment of Insurance and Retirement contributions and deductions are left outstanding after the actors' fees have been paid as prescribed in article 2201, the Producer shall incur a late payment charge of twenty-four per cent (24%) per annum, payable monthly, of the total of the outstanding contributions and deductions, for each thirty (30) day period or part thereof, beginning with the first day following the fifteenth (15th) day. The remittance of the late payment charge shall be made as prescribed in article 2407. This provision shall not apply in the following circumstances:

- a. Where the Producer has filed with the Guild a bona fide dispute relating to the charges payable.
- b. Where the normal methods of payment are interrupted, e.g. by reasons of National mail strike.

## **25 - APPENDICES - PARTICULAR TO DUBBING SECTION**

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B. Assumption Agreement (IPA Appendix 7)

- C. Letter of Adherence (IPA Appendix 1)
- D. Corporate Guarantee (IPA Appendix 3)

**26 - DURATION**

This Agreement will come into effect on January 29, 1996 and remain in effect until December 31st, 1998. Time frames governing notice to re-negotiate shall be as per Article A4002 of the Independent Production Agreement. As well, Article A4003 of the I.P.A. applies to this section.

In witness whereof the parties have caused this Agreement to be executed as of the 29th day of January, 1996

CANADIAN FILM & TELEVISION  
PRODUCTION ASSOCIATION

ACTRA PERFORMERS GUILD  
per:

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ASSOCIATION DES PRODUCTEURS  
DE FILM ET DE TELEVISION DU QUEBEC

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ASSOCIATION QUEBECOISE DES  
INDUSTRIES TECHNIQUES DU CINEMA  
ET DE LA TELEVISION

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