

# **IPA Tentative Agreement – TL;DR Version (Condensed Highlights)**

Please refer to the tentative Memorandum of Agreement to read the exact language that was negotiated.

#### **MONETARY:**

### Minimum Fees Increase (excluding Background Performers):

- 6% increase for all minimum fees upon ratification.
- 4% increase in 2026 and 3.5% in 2027.

### **Background Performers' Fees:**

- 7% increase in Background Performers' minimum fees upon ratification
- 4% increase in 2026 and 3.5% in 2027.

### **Additional Background Performers**

• Rate increases: \$0.75 in Year 1, \$0.50 in Year 2, and \$0.50 in Year 3.

#### **Choreographers:**

Increased minimum compensation for choreographers at 125% of applicable solo Dancer fees.

#### **Insurance & Retirement Contributions:**

- 0.5% increase in Year 2 for insurance contributions, totaling 5.5% by 2026.
- 0.5% increase in Year 3 for retirement contributions, totaling 7.5% by 2027.

#### Per Diem Allowance:

7.7% increase in Year 1 (from \$65 to \$70) and another 7.7% in 2027 (from \$70 to \$75).

#### Wardrobe:

- 50% increase (from \$20 to \$30) for regular wardrobe compensation.
- 43% increase (from \$35 to \$50) for formal and specialty wardrobe compensation for all Performers.
- 50% increase (from \$5 to \$10) for Background Performers wardrobe compensation.

#### **ARTIFICIAL INTELLIGENCE:**

### **Digital Replicas:**

- Introduction of new provisions in Part G and Part H for AI, digital replication and alteration in live action and animated Productions.
- Performers must be notified 48 hours in advance of a Digital Replica being created and asked for their signed explicit consent.

### **Background Performers:**

- Background Performers must be notified 48 hours in advance of a Digital Replica being created and asked for their signed explicit consent.
- If a Background Performer is digitally altered to appear as if they are speaking lines with dialogue included, they will be upgraded accordingly.

### **Animation Performers:**

 Animation Performers must be notified 48 hours in advance of a Digital Replica being created and asked for their signed explicit consent.

### Transparency in Use of Digital Replicas:

• Performers will be given a reasonably specific description of how their Digital Replicas will be used, ensuring transparency and informed consent.

### Compensation for Use of Digital Replicas:

- All time spent creating a Digital Replica on a workday is considered work time, and forms part of a Performer's workday, including Background Performers and Animation Performers.
- If a Performer is called in only for the creation of a Digital Replica, they shall be appropriately compensated.

#### Synthetic Performers and Synthetic Voices:

 Digitally generated characters and voices may only be used after prior negotiations with ACTRA.

### **RESIDUALS:**

### Faster Residuals for High Budget SVOD:

 The initial use period for all High Budget SVOD Productions has been reduced from one year to six months.

#### Foreign Series:

- No Advance Option for foreign series, ensuring Performers share in profits.
- Advance multiplier reduced from 20 to 12, limiting the amount of the overall size of the Aggregate Advance.

### Residuals Enforcement:

 ACTRA will focus on stronger enforcement of residual payments and detailed reporting of sales and profits.

#### **WORK OPPORTUNITIES:**

### **Non-ACTRA Performers:**

• Work permit fee for a Performer who is not a Canadian citizen or permanent resident and not a member of ACTRA has been increased to \$260 for the first week.

#### **Increased Background Counts:**

• New Background Performer count requirements increase work opportunities across regions.

### **AUDITIONS AND SELF-TAPES:**

#### **Accents or Dialects:**

 Performers cannot be required to audition with a specific accent/dialect unless specified in the casting notice.

### Self-Tape Limits:

- The Producer option to provide two scenes of unlimited length has been eliminated.
- First self-tape auditions cannot exceed 8 pages of industry standard scripted material.
- Performers auditioned in Canada will receive similar Audition materials to Performers outside of Canada.
- Standardization of information a Producer may request in a Performer's slate for a self-tape.
- Limitations to what a Producer may ask of a Dancer for a self-tape.
- The 48-hour deadline for submission of a self-tape now excludes Saturdays, Sundays, and Statutory Holidays.

#### **Disability Accommodations:**

• Producers must provide necessary human rights legislation accommodations for Performers with disabilities during auditions.

### **RESPECT AND EQUAL TREATMENT:**

### Support for Performers with Disabilities:

 Strengthened Equal Opportunity Policy ensuring accommodations in line with human rights legislation.

#### Fairer Booking Process:

 Background Performers to receive notification on whether a location is interior or exterior when they are provided with their Call time and location details.

### **Payment Corrections:**

Removed 30-day limit for reporting payment errors.

### **Indigenous Performers:**

 New committee to discuss Indigenous Productions and organize a summit between Indigenous Performers and Producers.

#### **ANIMATION:**

#### Additional work time:

Additional work time for Animation Performers to be compensated in 6-minute increments.

#### **Discount Terms:**

- The 30% discount for Short Animated Productions will be **eliminated** in year 2.
- The 20% discount for Short Animated Productions will apply in year 2 to Performers recording 3 or more Productions in a Session (increased from 2).

#### **INTIMACY AND CONSENT-BASED INTERACTIONS:**

### **Protection of Audition Materials:**

- Stronger language ensures nude, or semi-nude audition materials are destroyed after use.
- Only individuals with a legitimate business purpose may be granted access to nude or seminude materials.

### **Intimacy Coordinators:**

- Producers must use best efforts to hire an intimacy coordinator for scenes involving nudity or sex acts.
- Performers can request an intimacy coordinator for other scenes for safety without concern of reprisal.

#### **Post-Production Considerations for Nude Scenes:**

• Post-production supervisors and editors will be provided with a copy of a nudity rider for Performers involved in nude scenes to ensure the rider requirements are upheld.

#### **MINORS:**

### Parental Access to Filming:

 Parents and guardians can access audio and video feeds when filming requirements do not allow for presence on set. These protections also apply to Minors aged 16 and 17.

### **Health & Safety Committee for Minors:**

• New committee established to advocate for Minor Performers' health and safety on set.

### **Night Shoot Notice for Minors:**

Notice period for night shoots involving Minors increased from 36 to 48 hours.

#### Sensitive Content Scenes:

Parents/guardians must be notified 48 hours in advance if a Minor is scheduled for scenes
with sensitive content. If the required 48 hours is not given, the Minor is not required to
perform in the scene.

#### **HEALTH AND SAFETY:**

#### Safe Pick-Up Locations:

 When transportation is required, Producers must provide safe, well-lit pick-up locations for Performers.

#### Wildfire Smoke Protection:

 New provisions ensure Performers' health is safeguarded when working in areas affected by wildfire smoke.

#### **STUNT PROVISIONS:**

#### **Risk Performance Definition:**

 Expanded definition includes any action considered reasonably dangerous and beyond a Performer's general experience.

#### **Rest Periods:**

Stunt Coordinators guaranteed 11 hours of rest between workdays.

#### HAIR AND MAKEUP PROVISIONS:

### **Industry Improvements:**

- Performers, excluding Background Performers, will be offered the opportunity for a consultation with the hair and makeup department prior to work.
- Commitment to improve the availability and expertise of hair and makeup professionals in the industry.

#### Time Increments:

Time increments for hair and makeup changed to 18 minutes for consistency.

### **Self-Styling Compensation:**

• Performers, excluding Background Performers, will be compensated for approved self-styling or using third-party services when no hair/makeup services are available by Production.

### **Background Performers' Hair Styling and Compensation:**

- If a Producer requests changes, Background Performers will be compensated for approved time spent changing hairstyle.
- Before booking, a Producer may request an updated photo of a Background performers current hairstyle and color.

#### **INDUSTRY CONDITIONS AND CHANGES:**

#### **Updated Definition of "Series":**

Episodes no longer need to follow a regular pattern, offering more flexibility.

#### **Reality Productions Update:**

 Reality productions have been added to the definition of Fact-based shows and are no longer an emerging genre. The financial thresholds have been removed to encourage more work opportunities.

#### Changes to Recurring Roles:

 Requirement for recurring individuals to appear in Fact-based/Lifestyle/Reality Productions has been reduced from 6 to 5 episodes.

#### **Promos:**

- Rehearsal footage can be used for promotional purposes provided notice and consent are given.
- If materials are used for promotional purposes, Performers will be compensated.

#### Streamlined Voluntary Recognition:

 Producers can easily notify ACTRA if relying on Non-Canadian Content provisions, simplifying processes.

### CIPIP Restructure:

• New budget tier for CIPIP Features introduces discounts for Canadian and non-Canadian Performers based on budget range.

# Appendix 21 Modifications:

• Recognizing the Quebec National Health and Safety Committee and allowing AQPM to collect admin fees to fund the committee activities.

## **New Definition of "Toronto":**

• "Toronto" now includes the City of Toronto as well as Durham, Halton, Peel, and York regions, impacting Background Performer counts.