

AGREEMENT

BETWEEN

THE NATIONAL FILM BOARD OF CANADA ("NFB")

AND

ACTRA

May 1, 2014 to April 30, 2017



TABLE OF CONTENTS

SECTION A – General Articles.....	3
A1 - RECOGNITION AND APPLICATION	3
A2 – EXCLUSIONS.....	4
A3 - PERFORMER DEFINITIONS	5
A4 - DEFINITION OF TERMS.....	6
A6 - OBLIGATIONS OF ACTRA AND PERFORMERS	16
A7 - QUALIFICATION OF PERFORMERS	17
A8 - CONDITIONS OF ENGAGEMENT	18
A9 - NO STRIKE	19
A10 - GRIEVANCE PROCEDURES AND RESOLUTION.....	19
A11 - WORK DAY FOR PERFORMERS.....	21
A12 – OVERTIME	22
A13 - REST PERIODS	22
A14 - MEAL PERIODS	23
A15 - TIME FOR MAKE-UP, DRESSING, COSTUME FITTING	24
A16 – WARDROBE	24
A17 - TRAVEL AND EXPENSES	25
A19 - CANCELLATIONS AND POSTPONEMENTS.....	27
A20 - WORKING ENVIRONMENT	29
A21 – UPGRADING	30
A22 – DOUBLING.....	30
A23 - OTHER DUTIES	31
A24 - NUDE SCENES.....	34
A25 - RISK PERFORMANCE	36
A26 - STUNT PERFORMANCE & COORDINATION.....	36
A27 – MINORS	40
A29 - PILOT PROGRAM	48
A30 - RETAKES, ADDED SCENES AND AUDIO RECALL	48
A31 - PICKUP OF PERFORMANCE	49
A32 - PUBLICITY STILLS, TRAILERS AND PROMOS.....	50
A33 – EXCERPTS	50
A34 - REPLACEMENT OF A PERFORMANCE.....	52
A35 – CREDITS	53
A36 – PAYMENT	54
A37 - ADMINISTRATION FEE.....	55
A38 - INSURANCE AND RETIREMENT PLAN AND PERFORMER DEDUCTIONS	55
A39 – APPENDICES.....	57
SECTION B - Minimum Fees, Use Rights and Fees.....	58
B1 - MINIMUM FEES	58
B3 - B6 - USE RIGHTS & FEES FOR ALL PROGRAMS	61
B3 - DECLARED USE	61
B4 - USE RIGHTS FOR DOCUMENTARY AND ANIMATION PROGRAMS.....	61
B5 - USE RIGHTS FOR ALL PROGRAMS (EXCEPT DOCUMENTARY AND ANIMATION PROGRAMS).....	66

B6 - RESIDUAL PAYMENTS	70
B7 – NEW MEDIA.....	73
SECTION C - Minimum Fees and Conditions for Background Performers	75
C1 - MINIMUM DAILY & WEEKLY FEES FOR QUALIFIED BACKGROUND PERFORMERS IN PROGRAMS (Per Program)	75
C2 - QUALIFIED BACKGROUND PERFORMERS.....	75
C5 - NON-QUALIFIED BACKGROUND PERFORMERS	79
C6 - BACKGROUND PERFORMER LIST.....	79
SECTION D - Animation Performers	80
D1 - MINIMUM FEES AND CONDITIONS OF ENGAGEMENT OF ANIMATION PERFORMERS	80
SECTION E - Duration	83
APPENDIX 1- LETTER OF ADHERENCE FOR CO-PRODUCER.....	85
APPENDIX 2 - PERFORMERS WORK REPORT	86
APPENDIX 3 - STANDARD CONTRACT FORM.....	87
APPENDIX 4 - DECLARATION OF PARENT IN THE ENGAGEMENT OF MINORS	89
APPENDIX 5 - Chaperon Form & Emergency Medical Authorization Form.....	91
APPENDIX 6 - DISTRIBUTOR'S ASSUMPTION AGREEMENT	94
APPENDIX 7 - PURCHASER'S ASSUMPTION AGREEMENT	97
APPENDIX 8(a) - BACKGROUND VOUCHER - MEMBER	98
APPENDIX 8(b)- BACKGROUND VOUCHER - PERMITTEE	99
APPENDIX 8(c) - BACKGROUND VOUCHER – APPRENTICE MEMBER PERMITTEE.....	100
APPENDIX 9 - STATUTORY DECLARATION FOR CASTING DIRECTORS	101
APPENDIX 10 - THE DUBBING SECTION	102
APPENDIX A (DUBBING SECTION) - PERFORMERS DUBBING TIME SHEET.....	114
APPENDIX 11 - AUDITION SIGN-IN SHEET	115
APPENDIX 12 - Declaration Respecting Selection of the 25% Advance Option	116
ACTRA OFFICES	117
LETTER OF AGREEMENT 1.....	118
LETTER OF AGREEMENT 2.....	119
LETTER OF AGREEMENT 3.....	120
INDEX	121

SECTION A – GENERAL ARTICLES

A1 - RECOGNITION AND APPLICATION

- A101 **Bargaining Unit** The NFB recognizes ACTRA as the exclusive bargaining agent for the Performers engaged by the NFB subject to the Status of the Artist Act to perform the functions described in the certification issued by the Canadian Artists and Producers Professional Relations Tribunal on June 25, 1996.
- 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 the NFB and ACTRA.
- A104 **Administration of Agreement** This Agreement shall be administered jointly by ACTRA and the NFB in all its facets on a principle of equality between ACTRA and the NFB in all matters pertaining to the administration of the Agreement's provisions. Questions regarding interpretation of the meaning of the articles in this Agreement may be directed to the NFB or to ACTRA. 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 NFB** Except to the extent specifically modified in this Agreement, all rights and prerogatives of management, administration and direction are retained by the NFB and may be exercised by the NFB as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the NFB's rights shall include:
- (i) the right to maintain efficiency, discipline and order, and to discipline and discharge Performers in accordance with this Agreement; and,
 - (ii) the right to select and engage 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 NFB's property; and generally the right to conduct its business the most effective way it sees fit, without interference.

A2 – EXCLUSIONS

- A201 **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.
- 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.
 - (e) Persons appearing as themselves, including ACTRA members, except when they are performing a Role.
- A203 When a member of ACTRA 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 by an ACTRA member in an excluded category, shall not require the qualification of non-ACTRA participants in that Production who appear in excluded

categories. This article shall not apply to an ACTRA member engaged in the above excluded categories in Articles A201(a), A201(c), A201(d), or A202(a) or A202(d). The NFB may request ACTRA to waive the application of the Agreement when an ACTRA member is engaged in the category of Article A201(e).

A204 **Tribute Documentaries** A Performer is entitled to waive any applicable interview fee required under the agreement at his or her discretion. A copy of the waiver is to be provided to ACTRA.

A3 - PERFORMER DEFINITIONS

A301 **Actor** means a Performer engaged to speak or mime ten (10) lines or less 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 Performer** See Section C, Article C201(a) for definition.

A305 **Cartoonist** means a Performer who draws cartoons or caricatures as part of a performance. A Cartoonist shall be categorised 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 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 **Narrator** or **Commentator** means a Performer other than an Animation Performer engaged to perform narrative material or commentary on- or off-camera.
- A313 **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.
- A314 **Performer** See Article A201 for definition.
- A315 **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").
- A316 **Puppeteer** means a Performer who manipulates hand puppets or marionettes; in this definition, "manipulating" means the movement, placing and positioning of a puppet, or marionette.
- A317 **Singer** means a Performer engaged to sing either alone or with others.
- A318 **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.
- A319 **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 that would be considered dangerous if not performed by a Performer with such special training.
- A320 **Vocal or Dialogue Coach** means someone engaged to coach Performers either in vocal or script delivery techniques.
- A321 **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 NFB.
- 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 his/her or their value or suitability for a specified performance, and includes screen and/or voice tests 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.
- A404 **Availability Inquiry** means an approach to a Performer regarding his/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 him/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 or programming services for which a single fee is charged for all or some of such signals or services. Cable Television Use includes "basic cable" channels and "specialty" channels but 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 Device** means the distribution of a Production by manufacturing and selling or renting copies of a Production on tape, disc, cassette, laser disc, CD-ROM, DVD 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 over night.
- 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. (N.B.: 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 Program** 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 the NFB for expenses, such as per diem allowances or travel costs as agreed.
- A420 **Industrial Program** means a Program of three (3) minutes in length or longer 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 workday.
- 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 (8) hour work day and any Rehearsal, makeup/hair dress/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 [8] hour work day), penalties for violation of the Rest Between Days (Article A1301), Rehearsals and Reading Sessions (except, as in [a] above, on a workday), cancellations or postponements that are in accordance with Article A19, hold-overs on location (Article A1801), talent Audition fees, late payment penalties, wardrobe fitting or special make-up (except, as in [a] above, on a workday), 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 **New Media** means all media currently known in the marketplace, other than those media listed in Article B301.

A429 **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 Article B302 of this Agreement. It includes loans, rentals and NFB direct sales to consumers, institutions, presentation via the NFB websites or similar way, in NFB theatres or offices, at festivals or in-flight, as special events in Art houses or Repertory Cinema and distribution via NFB partner libraries.

A430 **Parties** means ACTRA and the NFB.

A431 **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 a regular Cable Television subscription fee, or to the proprietor of a freestanding microwave distribution system or a satellite master antenna television distribution system (SMATV) that distributes the said channel. Exhibition in theatres or comparable places is theatrical exhibition and shall not be considered Pay Television.

A432 **Pilot Program** means a Program which is produced as one of a projected Series to enable the NFB to determine whether the NFB will produce the Series at a later date.

A433 **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.

A434 **Producer** means the NFB when it controls, administers, directs and is responsible for

the Production of any Production, whether or not it is or will be an owner of copyright of the finished Production.

- A435 **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.
- A436 **Public Service Announcement** means a short recorded announcement for which the showing or broadcast time is donated by the exhibitor or broadcaster.
- A437 **Reading Session** means when Performers are required to attend a script reading session with other cast members for the benefit of the writer and/or director.
- A438 **Rehearsal** means when Performers are required to attend a Rehearsal session with or without other cast members for the benefit of the NFB, writer and/or director.
- A439 **Residual Market** means a market in which the Production is exploited, apart from the Use that is included in the declared Use.
- A440 **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.
- A441 **Role** means the part to be portrayed by a Performer as an individual characterization.
- A442 **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.
- A443 **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).

A444 **Syndicated Television** means exhibition on television, broadcast by UHF or VHF, other than Network Television.

A445 **Use** means the exhibition or broadcast of a Production on:

- (a) Free Television:
 - (i) Network Television
 - (ii) Syndicated Television
- (b) Cable Television
- (c) Pay Television
- (d) Theatrical
- (e) Non-Theatrical
- (f) Compact Device
- (g) Educational Television
- (h) New Media

A5 – OBLIGATIONS OF THE NFB

A501 **Preference of Engagement** The NFB agrees to give preference of engagement to members of ACTRA, subject to Article A7. For the purposes of this Article, Apprentice members shall be considered to be members of ACTRA except as provided for in Article C301.

A502 Policy of Equal Opportunities

- (a) The NFB will not discriminate against any Performer because of age, race, sex, creed, colour, sexual orientation, disability or national origin. In accordance with this policy, the NFB 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/she will not discriminate against any NFB representative or fellow Performer or refuse to work for any NFB representative or with any Performer because of age, race, sex, creed, colour, sexual orientation, disability or national origin. In light of the foregoing, the Producer is committed to inclusive casting policies that are based on ability and the requirements of a particular Role.
- (b) All Roles in a Production shall be open to all Performers regardless of age, sex, race, creed, colour, sexual orientation, disability or national origin, except those Roles which may be restricted because of specific requirements. In initiating casting sessions, NFB shall indicate, as known, those Roles which are so restricted.
- (c) Demographic breakdown sheets provided by ACTRA shall be made available by the

NFB to Performers for completion. The NFB will forward the completed sheets to ACTRA.

- (d) **Affirmative Action for Performers with Disabilities:** In respect of any available Role that requires a Performer to portray a person with a disability, the NFB will liaise with ACTRA prior to casting these Roles with a Performer who does not have a disability. The NFB will take appropriate steps to ensure that Performers with disabilities have a reasonable opportunity to audition for such Roles. The NFB will provide ACTRA with the information set out in Article A506(p).
 - (i) Casting of Production facilities which are barrier-free for Performers with disabilities shall be used when such facilities exist and are available.
 - (ii) In respect of any Role that requires a Performer to portray a character with disability, the Producer agrees to include these facts in the casting breakdown, if known, so as to enhance the opportunity for Performers with similar disabilities to audition for the Role.

A503 Personal Harassment Policy

- (a) The NFB shall use its best efforts to maintain a working environment which is free from sexual/racial/personal harassment.
- (b) For the purposes of this Article, 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/her race, colour, creed, ancestry, place of origin or ethnic origin.
- (d) For the purposes of this Article, personal harassment includes 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 inform the NFB or its representative

and may at his or her discretion immediately make his or her disapproval known to the individual whose conduct is in question ("Respondent"), but in any case shall also report the incident to a representative of ACTRA. The ACTRA representative shall make the complaint known to a representative of the NFB, who shall meet with the Respondent and ask for an explanation.

- (i) ACTRA and the NFB agree to work cooperatively with each other so that the principles of this section are honoured.
- (f) If the Complainant is not satisfied that the situation has been resolved, or if the harassment continues, the Complainant may request a meeting between one representative from ACTRA and one from the NFB. The meeting shall be convened within seventy-two (72) hours of the notice being filed with ACTRA and the NFB.
- (g) Where the NFB and ACTRA representatives conclude 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 ACTRA Members to work with Non-Members** The NFB 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 ACTRA. However, a Performer may participate in any Production with persons covered by the exclusions of this Agreement (see Article A201).

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

A506 **Production Information** The NFB shall submit to the nearest local ACTRA 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 Article A515)
- (g) names of all children engaged, with their dates of birth and the names of the Parent(s) of each Minor
- (h) names of Performers engaged to appear nude
- (i) total cast budget
- (j) script (for drama only)
- (k) casting Notices (if requested by ACTRA)
- (l) description of Stunts (if requested by ACTRA)
- (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 ACTRA has a reciprocal agreement (as soon as possible)
- (n) Distributor's Assumption Agreement, when available (Appendix 6, as provided for in Article B416).
- (o) Background Performer breakdown, if and when available.
- (p) Any Roles which require Performers to portray characters with disabilities, the name of each Performer cast for such Role, and whether the Performer cast has a disability.

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 Minimum Terms** The NFB 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 NFB 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 NFB from such Performer authorising payment to another party or in the event of a court order. Payments will be made by cheque or direct bank deposits.

A511 **Access to Studio or Location** The NFB shall allow an ACTRA 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 NFB shall require any subcontractor who it 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 **Co-production** When the NFB, at the initial stage of a Production (before the engagement of any Performer), becomes the Co-producer of a Production with a Producer who is not already a signatory to the IPA Agreement, the NFB shall require this Co-producer 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. A copy of the letter confirming the adherence of the Producer will be sent to ACTRA.

ACTRA may require from the Producer a Corporate Guarantee, a Security for Payment and may declare the Producer unfair if, after due process, it is determined he has not respected the terms of the Agreement. With respect to the foregoing, ACTRA will not apply to the Co-producer less advantageous conditions than the ones described in the IPA Agreement.

A514 **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, including ADR
- (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 ACTRA or its designated representative)
- (i) updates of the shooting schedule,
- (j) calculation sheets,
- (k) final cast list.

A515 **Production Liaison** The Producer shall advise ACTRA 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 ACTRA Steward to resolve disputes.

A516 **Performers Work Report** Where requested by ACTRA, the NFB shall furnish ACTRA with a copy of 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 Performers Work Report forms by ACTRA as reproduced in Appendix 2, and shall

ensure that such forms shall be available to the Performers at the location of work.

- A517 **Work Report** When a Performer and an NFB representative sign the work report (see Appendix 2), the representative of the NFB 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 ACTRA.
- A518 **Injury to a Performer** The NFB shall advise ACTRA at the earliest opportunity of any injury to a Performer on set or on location.
- A519 **Indemnity to a Performer** The NFB shall indemnify the Performer against all legal costs and any judgement arising out of a performance based upon a script supplied to him or her by the NFB and performed by the Performer as directed by the NFB, provided the Performer co-operates with the NFB in both notifying the NFB 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 NFB.
- A520 **Provision of Video** Upon request from ACTRA, the NFB shall provide to the local ACTRA Office, in a timely manner, a video cassette recording of the Production, at ACTRA's sole cost and expense. ACTRA shall only utilise such video for internal purposes and such video shall not be duplicated or provided to any person (whether an employee or otherwise affiliated with ACTRA) except as required to administer this Agreement.

A6 - OBLIGATIONS OF ACTRA AND PERFORMERS

- A601 **Professional Conduct** ACTRA 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 ACTRA members engaged under the provisions of this Agreement jeopardises 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 duly-appointed Arbitrator to provide compensation.
- A602 **Failure to Fulfill Engagement** When a Performer does not fulfill 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 or her fee, except where the Performer's failure to fulfill such an engagement is caused by illness (subject to Article A1909) or other reason beyond the control of the Performer. Valid and verifiable certification of illness must be supplied if requested by the NFB. The NFB shall not withhold any of the Performer's fee pursuant to this Article, but may pay the disputed amount to ACTRA, in trust, pending the determination by an Arbitrator of whether there has been a breach of the contract by the Performer.
- A603 **Performers to Report** Performers shall report to the NFB or its representative before leaving the studio or location following the completion of scheduled work. The Performer

shall sign a Performers Work Report as provided for in Article A516 and shall ensure that a representative of the NFB also signs the same record. In the event of a dispute, the Performer shall report such dispute to an ACTRA steward or the nearest ACTRA office. Should the NFB 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.

- A604 **Appointment of Steward** ACTRA 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 ACTRA.
- A605 **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 or her Call. The Performer is required to know his or her lines of the scenes listed on his or her 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 NFB or its representative. The Performer will be reasonably familiar with the terms of this Agreement.
- A606 A Performer shall identify to an ACTRA Steward any perceived breach of this Agreement in order that the ACTRA steward may give the NFB the opportunity to remedy such perceived breach at the earliest opportunity in the spirit of this Agreement. There shall be no retaliation by the NFB or its representatives against any Performer for exercising his or her rights under the Agreement or for identifying to the ACTRA steward any perceived breach of the Agreement.
- A607 **Injury Report** The Performer must advise the NFB at the earliest opportunity of any injury and or any inability to fulfill contracted obligations.

A7 - QUALIFICATION OF PERFORMERS

- A701 **Preferential Engagement of ACTRA Members** In accordance with Article A501, preference of engagement shall be given to ACTRA members. However, after making reasonable efforts to comply and having established that a person who is not a member of ACTRA is required in a Production, an application shall be made for a work permit at the Local ACTRA 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. During the life of this Agreement, ACTRA may amend the work permit fee with ninety (90) days notification.
 - (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. During the life of this Agreement, ACTRA may amend the work permit fee with ninety (90) days notification.

For Performers in Background Performer categories, see Articles C303 (Qualified Permittees) and C501 (Non-Qualified Background Performers).

- (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 ACTRA, 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 Article A701(a), (b), and (c) is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

A702 **Union des Artistes Members** The issuance of work permits for members of the Union des Artistes will be governed by the reciprocal agreement between ACTRA and the Union des Artistes. However, the terms of their engagement shall be governed by this Agreement.

A703 **Engagement of Non-Canadians** 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. 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.

In the event the NFB wishes to engage a non-Canadian for specific reasons in a Production, including but not limited to a co-production with another country, the Parties will meet to discuss the case. ACTRA will not refuse to issue a work permit to a non-Canadian performer without good reason.

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 that 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 NFB is unable to confirm the Booking within five (5) days, the NFB shall arrange with the nearest ACTRA office for the extension of such confirmation.

A802 The NFB shall not require Performers (except for Background Performers) to commence work on a Program prior to such Performers having executed a contract with the NFB. The NFB shall not submit a contract to a Performer without having first applied the NFB'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 NFB may apply to the nearest ACTRA office for relief from the provisions of this Article. The Performer shall return a fully executed copy of the contract to the NFB the earlier of forty-eight (48) hours of receipt or commencement of rendering of services. The NFB shall file a copy of each contract with the nearest ACTRA office. ACTRA undertakes to maintain such information confidential and shall not allow anyone who is not a full-time employee of ACTRA or a party to the contract access to same without prior written consent of the NFB.
- A804 **Standard Contract Forms** Performers' written contracts shall include the information required in Appendix 3 of this Agreement (Appendix 3a for Narrator or Commentator). The NFB shall retain the original of such contract and shall provide the Performer with a copy. The NFB shall file a copy of each such contract with the nearest ACTRA office. The contract shall be sent by email or any other electronic means.

A9 - NO STRIKE

- A901 During the life of this Agreement, ACTRA undertakes to not call or direct a work stoppage against the NFB.
- A902 **No Discipline for Honouring Picket Line** The NFB agrees that no Performer shall be disciplined in any manner, nor have his contract terminated for refusing to cross a picket line at the NFB's place of business and/or shooting location where the Performer has a bona fide concern for his personal safety.
- In such a case, the Performer should immediately contact the NFB representative. The Performer will not be paid if the day is rescheduled. If the day is cancelled, the Performer will be paid in accordance with Article A1907.

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 party.
- A1002 Where a dispute arises out of, or in connection with, this Agreement, or any deal memorandum or contract between a Performer and the NFB, 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 an ACTRA steward and the authorised representative of the Producer.
- A1004 In the event that the complaint is not resolved in the manner described in Article A1003 above, either party to this Agreement may file a grievance to the other party within

thirty (30) days of the date on which the Performer or the NFB representative becomes aware of the act or omission giving rise to the grievance. The thirty (30) day delay is extended to sixty (60) days when discussions related to the complaint occur between the Parties within the initial thirty (30) day delay.

A1005 **Grievance** A grievance shall be considered filed 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 (the "Respondent"). In all cases concerning a Performer, ACTRA will be considered the Grievor or the Respondent, as the case may be.

A1006 A representative of ACTRA, the NFB representative or a duly authorised representative, and the Performer or his or 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. 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 **Arbitration** In the event that attempts to settle the matter have not resulted in a satisfactory settlement of the Grievance, any Party may, within fourteen (14) days following the Grievance Meeting, refer the matter to Arbitration, by giving notice to the other Party. The notice should include the suggested names of two Arbitrators.

A1009 At least seven (7) days prior to the Arbitration hearing, the Parties shall exchange all documents, including all correspondence to which they intend to refer during the course of the meeting; moreover, they shall inform the other Party of any witnesses they intend to call.

A1010 The Arbitrator shall be such person upon whom the Parties agree. If the Respondent does not agree with the suggested names from the Grievor, he could suggest two (2) other names. If the Parties cannot agree on any name, they have the choice of selecting one (1) name at random among the four (4) names submitted or to refer to the minister as per Article 36 of the Status of the Artist Act.

A1011 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.

A1012 The cost, fees and expenses of the Arbitrator shall be shared equally by the Parties.

A1013 The decision of the Arbitrator shall be issued in writing to the Parties and shall be final and binding on the Parties.

A1014 Any time limits prescribed herein may be extended by mutual agreement of the Parties.

A1015 Notices required to be given or sent pursuant to this Agreement shall be mailed, delivered personally by courier, sent by fax, or sent electronically, addressed as follows:

To ACTRA: **ACTRA National Office** c.c. Appropriate Branch Office
625 Church Street, 3rd Floor
Toronto, Ontario
M4Y 2G1
Fax: 416-489-8076
Attention: National Executive Director - ACTRA
Electronic Address: swaddell@actra.ca

To the NFB: **National Film Board of Canada**
3155 Côte-de-Liesse Road
Montréal, Québec
H4N 2N4
Fax: 514-496-1646
Attention: Director, Business Affairs and Legal Services
Electronic Address: d.aubry@nfb.ca

A1016 **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),

- (a) on the same day, if transmitted by fax or electronically, prior to 15h00 local time of the addressee, or if delivered personally to the addressee,
- (b) the next business day, if transmitted by fax or electronically after 15h00 local time of the addressee,
- (c) unless the addressee is able to prove that the said document has not actually been received by him.

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 Article 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.

A1103 **Night Shoots** The Performer must receive prior notice of scheduled night work (i.e. Calls

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 eleven (11) hours between the end of one work day and the beginning of work on the next day. If a Performer is required by the NFB to report for work within such an eleven (11) 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

- A 1401 (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 less than six (6) hours after the resumption of work, except as modified in Article A1404.
- (b) **First Meal Break** At the NFB'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 NFB's responsibility to provide the meals at the NFB's expense on the set.
- (c) The NFB 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 (1/2) 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 (1/2) 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 (1/2) 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 **Plateau continu** The Producer, with 24 hours notice to ACTRA, may institute a "Plateau continu" system which consists of:
- (a) An eleven (11) hour period of elapsed time commencing with the general crew Call and ending after camera wrap, which includes one (1) hour of paid meal period before work begins; or includes one half (1/2) hour paid meal period before the shift begins and two (2) fifteen (15) minute paid breaks during the rest of such eleven (11) hour period.

- (b) This eleven (11) hour work period shall be paid for as eleven (11) hours worked. All work shall be paid as required by Article A12 of this Agreement.
- (c) Any Producer which institutes Plateau continu will provide a continuing hot buffet accessible to Performers.
- (d) Meal penalties shall apply if work continues past eleven (11) hours of elapsed time commencing with general crew Call, in which case meal penalties shall be paid commencing at the beginning of the Performer's Call.

A1407 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 NFB's responsibility to provide the meals at the NFB's expense on the set. It is understood that "snacks" (e.g. 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 \$83.75/\$85.00/\$86.25 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 ACTRA.

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 NFB.

A16 – WARDROBE

A1601 **Regular Wardrobe** Where the NFB 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 (i.e. tuxedo,

formal gowns, clown uniforms etc.) shall be compensated at the rate of \$25.00 per costume per week. The NFB 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 NFB or through an accident for which the Performer is not responsible (except for reasonable wear and tear), the NFB 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 NFB's representative at the end of the production day. Performers must provide the NFB 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 NFB.

A1604 **Laundering** All wardrobe supplied by the 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 NFB 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 ACTRA and the NFB.

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

- (a) a Nearby Location beyond a forty (40) kilometre radius from the city centre or such other specified central point, as may be agreed upon by ACTRA and the NFB; or
- (b) a Distant Location.

A1703 Travel time shall be paid at no less than the minimum hourly rate in one-quarter (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 do not exceed eight (8) hours.

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

- (a) Actual transportation expenses which a Performer is required by the NFB to incur on scheduled carriers covering economy air, first class rail fare or such other transportation as bus, taxi or limousine and; with prior approval from the NFB, the actual costs of reasonable and appropriate accommodation;
- (b) A kilometrage allowance equal to the kilometric travel policy allowance in force at the NFB, when the Performer is required by the NFB to use his or her own automobile;
- (c) All rental or leasing costs where the Performer is required by the NFB to lease or

rent a vehicle;

- (d) All costs for taxi, limousine or other transportation which the Performer is required by the NFB to use in order to get to and from the destination required by the engagement and for which the Performer submits proper receipts;
- (e) A per diem allowance of \$65.00 in the case of a Nearby Location or Distant Location to cover all personal expenses. However, if meals are provided at the expense of the NFB, the per diem allowance may be reduced in the following manner:

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$30.00

A1705 The NFB 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 NFB requires a Performer to travel within a forty (40) kilometre radius, the NFB 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 NFB, cost of taxi transportation from location to residence within that forty (40) kilometre radius shall be paid by the NFB. If travel by the quickest means of surface public transportation exceeds one (1) hour each way, transportation shall be provided by the NFB.

A1707 The NFB shall pay all authorised 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 NFB shall reimburse the Performer, upon presentation of a receipt, the cost of securing flight insurance with a death benefit of \$250,000.00.

A18 - HOLDING CALLS

A1801 **Hold Over on Location** In the event the NFB 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 Article A17 for the day of arrival and departure only. There shall be no compensation (other than that required by Article 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 NFB 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 NFB 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 NFB, such as but not limited to war, fire, hurricane or flood, or governmental regulation or order in a national emergency, then the NFB may either cancel the Production (in which event the NFB 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 fulfill the engagement.

A1902 **Cancellation of a Single Production** If a single Production is cancelled for any reason other than that provided in Article A1901, the NFB 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 NFB be unable to give a full two (2) weeks' notice, the NFB 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 NFB has no obligation to the original Performers.

A1904 **Cancellation of a Series Production** Conditions for cancellation of a Series shall be the same as a single Production except that notice of cancellation for 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 NFB to provide notice as stated above shall make the NFB liable for all time contracted in the three (3) and four (4) week notice period referred to in the preceding sentence. 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 NFB 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 NFB.

A1905 **Cancellation of a Performer's Engagement** If the NFB 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 NFB 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 fulfill. For the purpose of this Article, 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 **Cancellation of Scheduled Days** If the NFB 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 Article 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 NFB 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 NFB shall:

- (i) excuse the Performer so that the Performer may fulfill 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 NFB 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 NFB 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.
- (c) The NFB 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. Notice of such damage or loss shall be given to an authorized representative of the Producer at the time the loss is discovered but in no case more than twenty-four (24) hours after the end of the work day.

A2002 Safety Provisions - Dancers Performers shall not be required to dance on concrete or marble floors or on any other surface which ACTRA 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 NFB may request that ACTRA waive the above provisions when it is deemed that such precautions are not necessary for the style of dancing to be performed (e.g. the minuet).

A2003 Clean Air Whenever fire, fog, smoke or other airborne special effects are used, the NFB 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 NFB to the ACTRA National Executive Director (or his or her) 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.

A2005 If known at the time of contracting, the Performer is to be informed if there are to be airborne special effects such as fog or smoke, cigarette smoking, or animals on set.

A2006 If known at the time of the Audition, the Performer is to be informed when smoking is a requirement of the engagement.

A21 – UPGRADING

A2101 When a Performer is upgraded in category during the course of production, (except as provided in Article C405: 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 Article 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/her Role, or a Dancer may speak lines or do such minor singing which is incidental to his/her 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 NFB 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 or her 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 \$231.75/\$235.25/\$238.75 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 an ACTRA 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 an ACTRA 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)

Category	Year	Rate
On-Camera Performer	1	\$624.25
	2	\$633.50
	3	\$643.00
Off-Camera Performer & Group Singers	1	\$313.50
	2	\$318.25
	3	\$323.00

A2306 **Public Service Announcements**

Category	Year	Fee	Included Work Time
On-Camera Performer	1	\$670.00	8 hours
	2	\$680.00	
	3	\$690.25	
Off-Camera Performer	1	\$469.50	1 hour
	2	\$476.50	
	3	\$483.75	
Hourly rate in excess of included work time up to and including 8th hour on any one day	1	\$83.75	
	2	\$85.00	
	3	\$86.25	

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.

Waiver of Fees A Performer may voluntarily consent to waive his minimum fee for the inclusion of a performance, interview, or appearance in a Public Service Announcement with the written consent of ACTRA. Prior to commencement of Productions which could be categorized as Public Service in nature, the Producer may submit in writing an

application for a waiver of all or part of the Performers' Fees. The application shall contain full information relating to the grounds for the waiver relied upon by the applicant Producer, including without limitation:

- (a) whether the air-time is donated or partially donated by the broadcaster of the announcement, and
- (b) whether the Producer(s)/Director(s)/others providing services or goods to the Producer are waiving all or part of their fees.

ACTRA will take into account all of the above noted factors in reaching a decision as to whether or not to allow Performers to agree to waive all or part of their Fees. Any agreement reached in respect of the waiver of Performers' fees shall be in writing.

A2307 Waiver of Minimum fee for Documentary A Performer may voluntarily consent to waive his/her minimum fee for the inclusion of a performance, interview, or appearance in a Documentary Program, the subject of which is "the making of" the Production in which the Performer has been engaged.

A2308 Interstitial – Rates

	Year	Rates
per ten (10) minutes of finished recording - one (1) hour of included work time	1	\$316.00
	2	\$320.75
	3	\$325.50
per hour additional work time	1	\$83.75
	2	\$85.00
	3	\$86.25

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

A2309 Preproduction Rehearsal and Reading Session Prior to the commencement of Production, Performers may be called for Rehearsal(s) and/or Reading Sessions(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 Sessions(s) at the Performer's contracted hourly rate with a minimum two (2) hour Call and one half (1/2) hour increments thereafter.

A24 - NUDE SCENES

Where the requirements of a Role involve nudity, the following conditions 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/she 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 NFB must advise ACTRA 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 Performer's body. 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 by any other device that allows observation without being present. A representative of ACTRA 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 ACTRA.
- (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 Article A24 apply.

- (b) A Performer may refuse to do anything not specified in his or 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 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 fifty percent (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 or her 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, NFB shall engage qualified Stunt Performers to undertake such work.

- (a) 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:
 - (i) negotiate an additional fee which shall not be less than the fee for a Stunt Performer; or
 - (ii) refuse to perform the risk or dangerous performance but such Performers shall be paid fully for the engagement.
- (b) Notwithstanding any agreement to proceed, the Parties reserve the right to review the circumstances and require that a Stunt Fee be paid.

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 performs only 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 nondescript Stunt or a general Stunt that 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 ACTRA, 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 NFB 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 NFB 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) that may be negotiated between the Stunt Performer and the NFB in relation to the difficulties, danger and other pertinent details regarding the stunt to be performed.
- (b) **Stunt Coordinator** - Minimum daily fee shall be that set out in Article B101 for a ten (10) hour day \$872.75/\$885.75/\$899.00 (with no residual payments or 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 \$190.00/\$192.75/\$195.75 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 NFB 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 \$349.50/\$354.75/\$360.00 for which a Stunt Coordinator shall be available for four (4) hours, beyond which the Stunt Coordinator shall be entitled to his or her daily fee.
- (k) **Stunt Performer Enacting Role** Except as provided for in Article A2602(d), the Contracted Fee for a Stunt Performer or Stunt Double shall be exclusive of any performance in a residual category (e.g. 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 NFB 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 NFB 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, Visible Minorities and Performers with Disabilities** Where a Stunt Performer doubles for a Role which is identifiable as female or a visible minority, and/or a person with a disability, 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 and/or Performers with disabilities with due regard for safety 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 NFB 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-scripted 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-scripted stunts, a Stunt Coordinator shall be engaged and present on the set where appropriate in accordance with customary industry practice. 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) NFB shall instruct Stunt Coordinators to notify the local ACTRA 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. The Performer does 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 NFB or the NFB's representatives on the set or location.
- (g) Equipment provided by the NFB (e.g. 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 special effects person qualified in the film and television industry and a member of the police Emergency Task Force squad or equivalent

(e.g. a member of the Sûreté du Québec) on the set. All Performers rigged with an explosive device (e.g. 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 NFB shall obtain and adhere to all applicable safety guidelines issued by the Federal Government. The NFB further agrees to cooperate in disseminating such guidelines and adhering to future addenda and/or changes. When weapons are to be fired, the NFB, through the Stunt Coordinator, shall use best practices to ensure that all Performers directly involved, including those Performers at whom the weapon is aimed or fired, are properly trained.

A2610 Insurance for Stunt Performers The NFB 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 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 eighteen (18) years. The term "Parent" shall include the Minor's legal guardian. Furthermore, the Parties agree that they shall be guided in all respects by what is in the best interests of the Minor, which shall always prevail in the interpretation, application and administration of the terms of this

Agreement.

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, ACTRA and the NFB 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 Arbitrator shall be entitled to award damages to an aggrieved party or person for breach of the provisions of Article A27.

A2703 Conditions of Engagement

- (a) The NFB 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, including any night shoots (i.e. between 19h00 and 06h00), hazardous work and special abilities required, including 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. The NFB shall furnish the Parents with a script, plus all revisions, prior to shooting.
- (b) 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 ACTRA.
- (c) When, prior to the Audition, it is known that a Minor will be required for a night shoot during the course of the Production and it is not possible to provide at least forty-eight (48) hours notice of the night shoot, details of this will be provided to a Parent responsible for the Minor prior to the Audition Call, to allow each Parent to make an informed decision as to whether they wish the Minor to Audition for the Role.
- (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). 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 ACTRA.

A2704 Parental Responsibilities

- (a) The Parent shall familiarize him/herself 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 4 and 5. Appendix 4 and, if applicable, Appendix 5 shall be completed and delivered to ACTRA and the NFB after a Booking by the NFB 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) Subject to Article A2708(b), where the Parent is not present with the Minor at all times, the Parent shall execute and deliver, with the contract, an Emergency Medical Authorization (see Appendix 5) enabling the NFB 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) Subject to Article A2705(c), the work day shall not exceed eight (8) consecutive hours per day excluding meal periods but including tutoring time.
- (b) For Minors under 12 years of age, overtime is forbidden.
- (c) For Minors aged 12 to 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 the age of 12, there shall be a rest period of not less than twelve (12) hours between the time the Minor arrives at 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 NFB 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 NFB shall ensure that transportation home (or place of accommodation) is provided for any Minor wrapped after dark.
- (f) The workday for minors aged 16 to 18 shall not exceed twelve (12) consecutive hours per day, excluding meal periods but including tutoring time. Rest periods shall be twelve (12) hours between the end of one work day and the beginning of the next work day.

A2706 Minimum Call The minimum Call for a Minor under the age of 12 shall be four (4) hours. The minimum fee for such four (4) hours shall be one-half (1/2) the minimum

daily fees provided in Article B101. Where the Call extends beyond four (4) hours, the Call shall automatically revert to an eight (8) 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 of 20 minutes)
age 3 – 5	30 consecutive minutes	(minimum break of 15 minutes)
age 6 – 11	45 consecutive minutes	(minimum break of 10 minutes)
age 12 – 15	60 consecutive minutes	(minimum break of 10 minutes)

A2708 Presence of Parent

- (a) A Parent of a Minor under 16 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) The Parent shall advise the NFB if and when he or she will be present. When the Parent is not present, a responsible chaperon not less than 21 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 5, one copy of which shall be provided to the NFB, one copy to ACTRA and one to be retained by the Parent.
- (d) The Parent shall not interfere with the Production unless interference is required to ensure the Minor's safety.
- (e) The NFB 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 (see Article A17). A Minor aged 16 or 17 living with a Parent shall have the right to travel to a Distant Location with a mutually agreed-to chaperon provided by the NFB, unless the Minor's Parent(s) consent(s) in writing to such Performer travelling alone. If the Minor travels alone, a mutually agreed person not less than 21 years of age shall accompany the Minor between the airport, train station or the like, and the set or the Minor's hotel. In no case shall the Minor work or be held on a Distant Location without a Parent or a chaperon.

A2709 Dangerous Work

- (a) No Minor shall be required to work in a situation that places the Minor 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 NFB 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 NFB to guide and assist the Minor to handle the emotional and mental stress of such subject matter. The NFB shall be required to carry out the psychologist's or therapist's recommendations, which may include such psychologist or therapist being present on set.

- (b) **Scenes Depicting Child Abuse, Disturbing Violence or Carnal Acts**
Without limiting the generality of subparagraph (a), when a Minor is engaged to perform in a scene that depicts child abuse, disturbing violence or carnal acts, the NFB shall consult with the Parent and, should the Parent agree, make available to the Minor and his Parent a psychologist or therapist properly accredited by the applicable provincial ministry to assist the Minor in preparing for and participating in any such depiction. A Minor shall not be present during such scenes unless it is essential for the Child to be on-camera.
- (c) In cases where the Parent or tutor observes that a Minor is or appears to be suffering emotional, physical or mental stress during the course of production (which may be evidenced by changes in behaviour), a psychologist or therapist properly accredited by the applicable provincial ministry shall be, subject to the Parent's consent, engaged by the NFB to assess the situation and suggest reasonable and effective means to deal with the stress-causing factors.

A2710 **Tutoring**

- (a) When the NFB engages a Minor as a Performer, the education of such a Performer will not be jeopardized or hampered by such engagement. The Performer must be provided with tutoring appropriate to the Minor's educational requirements. For Performers under the age of 6, no tutoring is required.
- (b) Where a Minor is engaged in a Production, such that the Minor is required to miss at least two (2) days of regular school in a given school week, or at least five (5) days of regular school in a school year over the course of a Production or Series, the NFB agrees to employ a tutor to provide educational instruction to the Minor from the date of the first day of such engagement. The Parent shall be responsible for providing to the tutor the Minor's schoolbooks and assignments from the Minor's regular school. Call sheets prepared by the NFB shall reflect scheduled time planned for tutoring, subject to subparagraph (g) of this Article.
- (c) If the Production schedule is subsequently changed such that the Minor is required to miss, or actually misses, at least two (2) days of regular school in a given school week, or at least five (5) days of regular school in a school year over the course of a Production or Series, then the NFB shall be obligated to employ a tutor to provide educational instruction to the Minor only from the date of the change of the Production schedule (and not from the start of the Minor's engagement), and subject to the NFB's instituting those measures for tutoring proposed by the Minor's principal or teacher.
- (d) Tutors will be properly qualified. The NFB and ACTRA 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. Any tutor employed by the NFB shall have proper provincial certification(s) and/or teaching credentials as required by the Minor's regular school. If a Minor's regular instruction primarily occurs in some language other than English, teaching in that language will be provided.

- (e) During the course of a Minor's work day, the Minor is entitled to tutoring (i.e. educational instruction from a tutor), a minimum of two (2) hours per Production work day, in blocks of no less than thirty (30) minute tutoring sessions at a time, commencing when instruction in the classroom actually begins, provided that the maximum amount of instructional time per day is five (5) hours per day.
- (f) Production time sheets indicating each Minor's attendance in the classroom shall be forwarded to the ACTRA steward on a weekly basis.
- (g) All educational instruction must commence within the first three (3) hours of any Minor's work day and must be completed within the Minor's work day. Tutoring time is exclusive of the Performer's personal break time. When tutoring is required, the Minor shall have access to the tutor during the workday when the Minor is not required to work.
- (h) **Tutoring Area** The NFB will be responsible for providing an adequate teaching area that, where practicable, approximates a classroom setting and that is quiet, clean, climate controlled, adequately lit and ventilated. Minors must not receive educational instruction while being transported to or from a location or set.
- (i) The NFB will provide basic schooling supplies, appropriate furniture and equipment, including a computer, printer, and other applicable equipment, if required by the Minor's school curriculum. For Minors 5 years of age and under, the NFB will provide a separate, cheerful playroom, complete with basic toys and games, where practicable.
- (j) The NFB shall require the tutor to prepare a weekly written report for each Minor, covering attendance, grades and the like. These reports (or copies) shall be given to the Minor's Parent to deliver to the Minor's regular school at the end of each assignment or as required by the school.

A2711 **Banking of Tutoring Time**

- (a) Banking of tutoring time shall only be permitted when the combined work/school schedule is unusually heavy in a particular week. Banking of tutoring hours is a privilege that requires the permission of the tutor and the Parent of the Minor. At any time, a tutor and the Parent may decide that it is in the best interest of the Minor to cease the banking of hours.
- (b) Banking of hours shall be allowed in order to permit that, during the course of a Minor's workweek, the average amount of instructional time per day that the Minor shall receive is two (2) hours per workday, subject to the maximum of five (5) hours per day as per subparagraph (f) below. Subject to subparagraphs (c) and (d) of this Article, in no event shall there be less than a total of ten (10) hours of educational instruction per workweek.

- (c) A maximum of four (4) hours of tutoring time can be accumulated per week by the Minor and credited against the minimum requirements set out in Article A2710(e). At no time will the Minor have accumulated more than four (4) hours of tutoring time. Such accumulated tutoring time may commence no earlier than the week immediately prior to principal photography and shall not occur on Production down days or weekends (unless the Minor has been called to work during that time).
- (d) A maximum of four (4) hours of tutoring time can be owed to the Minor on an ongoing basis and debited against the minimum requirements set out in Article A2710(e). At no time will the Minor be owed more than four (4) hours of tutoring time. The fulfilment of owed tutoring time shall be concluded no later than the week immediately following principal photography and shall not occur on Production down days or weekends.
- (e) Banked hours may not extend the workday as defined in Article A2705.
- (f) In the event that a Minor is called to work for the sole purpose of being instructed by the tutor, such day shall be paid as a full day at the contracted daily fee, during which the instruction time with the tutor shall not exceed five (5) hours.
- (g) It is the NFB's responsibility to ensure that an accurate weekly record is kept reflecting when tutoring time is banked and when it is used.
- (h) To qualify as banked time, the Minor must always be under the immediate supervision of the tutor.
- (i) Homework is not to be counted as banked tutoring time.

A2712 **Minor's Coordinator** When Minors are engaged, one individual on each set or location will be designated by the NFB 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 or her 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.

A2713 **Time of Calls** Auditions, interviews, individual voice and photographic tests, fittings, wardrobe tests, makeup tests and photographic conferences for Minors shall only take place after school hours on school days and will end before 20h00 on days before school. Calls for actual production shall not be so limited. However, Minors shall not be required to work after 23h00 without the consent of the Parent.

A2714 **Food** The NFB recognizes the special nutritional requirements of Minors. To that end, the NFB shall provide Minors with a selection of milk, juices and healthy snacks. All Minors under the age of 14 shall be fed meals on the basis of a schedule reasonably approximating their normal meal times, which may be provided during a break and shall not require a Meal Period as set out in Article A14.

A2715 **Infants**

- (a) The term "Infant" means a person who is less than 2 years old and more than 15 days old. A person who is less than 15 days shall not be permitted to be engaged.
- (b) It is recommended that the Parent secure a written statement from a physician confirming that he or she has examined the Infant, that the Infant is in good health and whether there is any reason why the Infant should not be engaged.
- (c) The NFB will provide a separate, sanitary room for the care and rest of Infants employed. This will include a crib, changing table and a private, quiet, and warm room where the Infant may be fed and may rest without being held. Infant accessories provided by the NFB, such as bassinets, cribs, and changing tables must be sanitized at the time of delivery to set and on a regular basis.
- (d) Once wardrobe and props have been issued by the NFB for use on/with an Infant, the wardrobe and props may not be reissued for another Infant until the wardrobe has been laundered and the props sanitized. Bottles, nipples and pacifiers must not be exchanged among Infants.
- (e) When more than one Infant of a Parent is employed on the same Production at the same time, it is the responsibility of the Parent to ensure that there is one adult to care for each Infant.

A2716 **Trust Account** After a Minor's total lifetime remuneration reaches five thousand dollars (\$5,000), twenty-five percent (25%) of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the NFB and remitted to the ACTRA PRS, which shall hold such monies in trust for the Minor upon terms and conditions consistent with the obligations of the ACTRA PRS to act as a Trustee. ACTRA PRS shall keep track of the Minor's earnings to determine whether the five thousand dollars (\$5,000) level is reached. For those Minor Performers engaged to work pursuant to this Agreement in British Columbia, the twenty-five percent (25%) Minor's Trust deduction shall be remitted to the Public Guardian and Trustee for British Columbia.

A28 - TALENT AUDITIONS, INTERVIEWS AND 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 given to ACTRA 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 Article to afford the opportunity for Performers to display their individual talents. However, a Performer who is detained by the NFB 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 \$43.50/\$44.25/\$45.00 per hour or part thereof.

A2802 **Audition Recall** Where a Performer is required to attend a third (3rd) or subsequent Audition, the NFB shall compensate the Performer for expenses incurred by paying an amount not less than \$73.00/\$74.00/\$75.00 for each hour or part thereof.

A2803 A Performer engaged to take part in another Performer's Audition shall be paid at the rate of \$30.00/\$30.50/\$31.00 per hour or a minimum payment of \$146.25/\$148.50/\$150.75, 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 ACTRA 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 NFB agrees to give ACTRA members preference in the Auditioning of Performers. In the case of "open Calls", ACTRA members shall be auditioned in advance of and separate from non-ACTRA members. However, ACTRA members may be Auditioned during non-member Auditions if they are unavailable during member Audition time.

A2806 The NFB 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 06h00.

A2807 The NFB shall make character breakdowns, sides and/or scripts available to Performers no less than twenty-four (24) hours prior to an Audition except for revisions.

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 higher, and the payment of the applicable Use fee(s).

A30 - RETAKES, ADDED SCENES AND 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 NFB 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 NFB 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** ACTRA must be notified of any proposed work under this Article. ACTRA shall receive work reports concerning such work except for audio recall. 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)** An 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)** An 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)** A 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, he or she 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 - PICKUP OF PERFORMANCE

A3101 **ACTRA's or Performer's Consent** There shall be no pick-up of Performers in any theatre, night-club, circus, hotel, studio or other places where Performers are appearing, without the consent of ACTRA. In the event of emergency, where the consent of ACTRA cannot be obtained, then the Performer's consent shall be obtained in writing and provided to ACTRA as soon as possible. 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 ACTRA

and any other Performers' association having jurisdiction, whichever amount is greater. Upon request, a copy of the applicable reciprocal agreement will be furnished to the NFB. It is agreed that ACTRA may waive the provisions of Article 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 NFB may apply to the National Executive Director of ACTRA 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 pickup 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 STILL, TRAILERS AND PROMOS

A3201 **Publicity Stills** Publicity stills or trailers may be used to publicise a Program in which the Performer has appeared. Still photographs or trailers shall not be used for any other purpose except where the NFB 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 NFB for the purposes of promoting and publicising 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 four (4) 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 NFB desires the services of a Performer in making publicity stills, promos or trailers, the Performer shall be paid a fee not less than \$336.00/\$341.00/\$346.00 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 NFB.

A33 – EXCERPTS

A3301 **Excerpts**

- (a) Any Performer appearing in an excerpt not within the exceptions in subparagraph (c) below, will be paid a fee not less than the contracted daily fee

such Performer received in the original Program from which the excerpt is taken. All other terms and conditions of this Agreement (including Use fees) shall apply to the new Program as if the Performer had actually participated.

- (b) A Performer who appears in multiple excerpts not within the exceptions in subparagraph (c) below, that are used in a single Program, will receive a fee equal to the highest contracted daily fee such Performer received in one of the original Programs from which the excerpts are taken.
- (c) Excerpts (except for Flashbacks - see Article A3302) may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:
 - (i) when such excerpt is used in a Program in which the Performer(s) participate(s) in new work for such Program;
 - (ii) as a recap, preview or teaser within a Series from which the footage was taken.
- (d) Excerpts of not more than four (4) minutes may be used, including in New Media, in the following circumstances, without additional compensation to the Performer(s) appearing in such excerpts:
 - (i) for the purpose of advertising or promoting a Production or Series from which the excerpt is taken;
 - (ii) in any awards Production; or
 - (iii) in news, newsmagazine or lifestyle Productions for the promotion of the Performer(s) and/or Production or Series, or because of the newsworthy nature of the performance or Performer(s) and/or the original Production.
 - (iv) in a Documentary Production, for the purpose of supporting an interview or comment about a Production, a filmmaker, and/or a Performer.
- (e) For excerpts used in Documentary Productions, the Performer shall be paid a fee of not less than \$100 per excerpt of thirty (30) seconds or less, up to the highest originally contracted daily fee or the current daily fee, whichever is greater.
- (f) The foregoing provisions do not apply to Background Performers.

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 or her 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 percent (50%) or more of the Episodes in the Series cycle, the Performer shall receive no additional payment for such Use. If a Performer appears in an opening montage and in less than fifty percent (50%) of the Episodes in the Series

cycle, the Performer shall be paid a Use fee equal to five percent (5%) of his/her contracted daily fee for each Episode in which the opening montage is used in which the Performer does not otherwise appear.

A3304 **Series Theme Music** Payment of the following fees shall entitle the NFB to utilise 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).

Category	Year	Daily Fee	Hourly Rate	Overtime Rate	Included Work Hours
Singers, Solo or Duo	1	\$469.50	\$83.75	\$125.75	4
	2	\$476.50	\$85.00	\$127.75	4
	3	\$483.75	\$86.25	\$129.75	4
Group Singers	1	\$316.00	\$56.50	\$84.50	4
	2	\$320.75	\$57.25	\$85.75	4
	3	\$325.50	\$58.00	\$87.00	4

A34 - REPLACEMENT OF A PERFORMANCE

A3401 The NFB 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 NFB, 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 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 NFB 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 NFB.

A35 – CREDITS

A3501 In its distribution or licensing agreements with exhibitors, distributors, broadcasters, or similar licensees, the NFB 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 NFB 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 NFB fail to provide the credits on the Program as required above, the NFB agrees to the following remedy:

- (a) to correct the omission prior to public showing where possible; or
- (b) if correction as in subparagraph (a) above is not possible, to fulfill 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 NFB and the Performer. Should the NFB and the Performer fail to agree on the nature of these announcements, the matter may be the subject of a grievance as per Article A10. Cost of these advertisements will be borne by the NFB.

A3506 The NFB shall include the ACTRA logo on the credit or cast roll, if that of any other union or guild is included, and if ACTRA 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. Payments will be made to Performers by cheques or by direct bank deposit.

A3602 **Late Payment Penalty** In the event that payment of fees is not forthcoming as prescribed in Article A3601, the NFB 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 NFB has filed with ACTRA a bona fide dispute relating to the fees payable.
- (b) Where normal methods of payment are interrupted, e.g., by reasons of a 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 NFB 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 Article B416(c) will apply), the NFB 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 Purchaser) assumes the obligations for such payments by a Purchaser's Assumption Agreement in the form contained in Appendix 7, and ACTRA approves the assumption in writing. Such approval shall not be unreasonably withheld.
- (b) Upon seeking the approval of ACTRA of a sale, assignment or other disposition as provided for herein, the NFB shall provide to ACTRA such information and material pertaining to the Purchaser as ACTRA 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 NFB agrees that, for the purposes of verifying the propriety of payments made under this Agreement, ACTRA 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 ACTRA, at the 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 NFB shall assist in defraying the cost of administering the terms of this Agreement by paying as an administration fee one percent (1%) of the Gross Fees paid to all Performers engaged for the Production of a Program to a maximum of one thousand dollars (\$1,000) per Production or Episode.

A3702 The NFB shall remit the administration fees to ACTRA at the same time and for the same period covered by the Production payroll. The fees shall be payable by cheque or by direct deposit to ACTRA, accompanied by a completed copy of the Performer Remittance Statement Form sent by email from the NFB.

A38 - INSURANCE AND RETIREMENT PLAN AND PERFORMER DEDUCTIONS

A3801 **Insurance** The NFB shall contribute, for insurance benefits of each Performer who is a member of ACTRA, an amount equal to six percent (6%) of the Gross Fees (inclusive of Use fees) paid to such Performer.

A3802 **Retirement Plan** The NFB shall contribute, for the retirement purposes of each Performer who is a member of ACTRA or member of another ACTRA 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 NFB shall deduct, for retirement purposes, an amount equal to three percent (3%) of the Gross Fees (inclusive of Use fees) paid to each ACTRA Member.

A3804 **Deductions from Performer's Fees: ACTRA Dues** The NFB shall deduct dues at a rate determined by ACTRA from the Gross Fees (inclusive of Use fees) paid to each Performer who is an ACTRA member and remit such amount to ACTRA. During the life of this Agreement, ACTRA may amend the percentage of this deduction with thirty (30) days notice to the NFB.

A3805 Non-member Equalization Payments and Deductions

(a) In order to equalize the payments and deductions in respect of ACTRA Members and Non-Members, the NFB shall:

(i) contribute an amount equal to twelve percent (12%) of the Gross Fees paid to each Performer who is not a member of ACTRA, including those designated as Apprentice or temporary members, and work permittees, (non-members). Where Performers who are not Canadian citizens or landed immigrants and who are not members of

ACTRA are contracted, the deductions made and NFB contributions and payments required under this Article shall be limited to the minimum fees in this Agreement.

- (ii) deduct from the remuneration payable to each Non-Member and Apprentice Member an amount equal to three percent (3%) of the Performer's Gross Fees (inclusive of Use fees).
- (b) The equalization payments and deductions pursuant to this Article may be used and applied by ACTRA for disposition in such manner and for such purposes as may be determined in its absolute and unfettered discretion.

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 38 shall be:

- (a) \$3,000.00 (Canadian) pursuant to Article A3801;
- (b) \$7,920.00 (Canadian) pursuant to Article A3802; and
- (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 shall be payable by cheque or by direct bank deposit to the local ACTRA office bank account in the location where the Production is being produced and/or administered. All contributions, deductions, and administration fees shall be indicated on the Performer National Film Board Remittance Statement and shall be payable at the same time as, and for the same period covered by, the Production payroll. Said Statement shall be sent to ACTRA by email or any other electronic means. No payment of an amount of 2\$ and less payable by the NFB to ACTRA, and it shall be reported to the next reporting period until it exceeds \$2, in which case, it will be paid to ACTRA.

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

A3809 Benefits Administration Fee The NFB shall contribute a Benefits Administration Fee (BAF) of 0.5% of the Performer's Gross Fees, remitted and payable to ACTRA or the Union of British Columbia Performers, as applicable. Such BAF shall be paid on all engagements.

A3810 ACTRA's Insurance and Retirement service provider of record is ACTRA Fraternal Benefit Society.

A39 – APPENDICES

A3901 The following appendices shall form part of this Agreement:

Appendix 1	Letter of Adherence for Co-producer (Article A513)
Appendix 2	Performers Work Report (Articles A516, A517 and C302)
Appendix 3	Standard Contract Form (Article A804)
Appendix 3a	Contract for Services of Narrator or Commentator (Article A804)
Appendix 4	Declaration of Parent in the Engagement of Minors (Article A2704)
Appendix 5	Chaperon Form & Emergency Medical Authorization Form (Articles A2704 and A2708)
Appendix 6	Distributor's Assumption Agreement (Article B416[c])
Appendix 7	Purchaser's Assumption Agreement (Article A3604)
Appendix 8	Background Voucher (Articles C402 and C406)
Appendix 9	Statutory Declaration for Casting Directors (Article C202)
Appendix 10	The Dubbing Section
Appendix 11	Audition Sign-in Sheet
Appendix 12	Declaration Respecting Option for 25% Advance

SECTION B - MINIMUM FEES, USE RIGHTS AND 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	Year	Daily Fee	Hourly Rate	Overtime Rate	Weekly Rate
1. Principal Actor, etc.	1	\$670.00	\$83.75	\$125.75	\$2679.50
	2	\$680.00	\$85.00	\$127.75	\$2719.75
	3	\$690.25	\$86.25	\$129.75	\$2760.50
2. Singers, etc.	1	\$502.00	\$63.25	\$94.25	\$2008.75
	2	\$509.50	\$64.25	\$95.75	\$2039.00
	3	\$517.25	\$65.25	\$97.25	\$2069.50
3. Actor, etc.	1	\$452.75	\$56.50	\$84.50	\$1809.00
	2	\$459.50	\$57.25	\$85.75	\$1836.25
	3	\$466.50	\$58.00	\$87.00	\$1863.75
4. Chorus Performer	1	\$650.50	\$81.25	\$122.00	\$2606.50
	2	\$660.25	\$82.50	\$123.75	\$2645.50
	3	\$670.25	\$83.75	\$125.50	\$2685.25
5. Stunt Coordinator	1	\$872.75	\$87.75	\$130.75	n/a
	2	\$885.75	\$89.00	\$132.75	n/a
	3	\$899.00	\$90.25	\$134.75	n/a
6. Stunt Actor	1	\$1004.25	\$125.50	\$188.25	n/a
	2	\$1019.25	\$127.50	\$191.00	n/a
	3	\$1034.50	\$129.50	\$193.75	n/a

Year 1: As of August 1st, 2014

Year 2: As of May 1st, 2015

Year 3: As of May 1st, 2016

Categories:

- (a) Principal Actor, Announcer, Cartoonist, Dancer (solo or duo), Host, Narrator, Commentator, Puppeteer, Singer (solo or duo), Specialty Act, Stunt Performer

- (b) Singers or Dancers in groups of up to four (4)
- (c) Actor, Singers or Dancers in groups in excess of four (4)
- (d) Chorus Performer
- (e) Stunt Coordinator
- (f) Stunt Actor

B102 Minimum Fees for Performers in Series

- (a) In a Series, the performance fees may be calculated on the basis of the minimum daily fees (provided in Article B101) either per Episode or per day of production, whichever is the greater.
- (b) Notwithstanding subparagraph (a) above, should the NFB do a Series by repackaging a minimum of thirteen (13) films from its collection and want to use a Host, and where the Host Performer's contracted obligations are met within no more than two (2) eight (8) hour sessions (performed within six [6] months), the minimum fees applicable may be discounted by thirty-five percent (35%), provided that the Host is guaranteed a minimum of thirteen (13) Episodes over a period of not more than six (6) months.

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
Principal Actor	1	\$469.50	\$83.75	\$125.75	4
	2	\$476.50	\$85.00	\$127.75	4
	3	\$483.75	\$86.25	\$129.75	4
Actor, etc.	1	\$316.00	\$56.50	\$84.50	4
	2	\$320.75	\$57.25	\$85.75	4
	3	\$325.50	\$58.00	\$87.00	4

For the purpose of this article, Principal Actor shall include all categories noted under Article B101(a) and (b); Actor shall include all categories noted under Article B101(c).

The Fees and Rates in Article 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 Section 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)

Segment	Year 1	Year 2	Year 3
1st	\$313.50	\$318.25	\$323.00
2 nd	\$254.75	\$258.50	\$262.50
3rd	\$126.00	\$128.00	\$130.00
4th	\$88.25	\$89.50	\$90.75

(b) **Additional Work Time** Any time worked in excess of the included work time per segment provided above shall be paid at the rate of \$83.75 / \$85.00 / \$86.25 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 **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%).

B203 **No Pyramiding** Whenever one of the above rates is 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.

B204 **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.

B3 - B6 - USE RIGHTS & FEES FOR ALL PROGRAMS

Preamble

The Parties recognize the major cultural and historical value which the NFB collection has for Canadians. To promote access to this important part of our national film heritage, the Parties agree to the following conditions: Notwithstanding provisions in prior agreements between ACTRA, or its predecessors, and the NFB, if the NFB wishes to acquire additional rights for a recording it produced prior to April 1, 1980, it may do so in accordance with the conditions set forth herein. If the NFB acquired rights for a minimum term of five (5) years at the time of Production, it is deemed to meet the conditions stipulated in Article B402(a) or Article B501(a).

If the NFB wishes to distribute the film on Free Television, the NFB will pay to the eligible Performers 3.6% of the NFB Gross Revenues. For other Residual Markets, the percentage will then be 5.6%. When sending a payment to a Performer under this Article, the NFB will inform the Performer of the present Article.

B3 - DECLARED USE

B301 Upon payment of the minimum fees, the NFB is entitled to world wide Non-theatrical Use and one of the following declared Uses of the Program. At the time of contracting of Performers, the Producer must declare the intended Use of the Program.

- | | | |
|-----|------------------------|---|
| (a) | Theatrical | worldwide theatrical Use for period of copyright of the Program |
| (b) | Free Television | one (1) Domestic Run in Canada |
| (c) | Pay Television | three (3) years Use in Canada |
| (d) | Cable Television | 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 the NFB 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 ACTRA and the NFB 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 Article A10.

B4 - USE RIGHTS FOR DOCUMENTARY AND ANIMATION PROGRAMS

B401 (a) **Distribution Rights** Upon payment of the minimum fee, the NFB is entitled to world-wide Non-theatrical Use for the term of the copyright and one of the Uses

specified in Article B301.

- (b) **Rights for Narrators and Commentators** Upon payment to Narrators and Commentators of an amount equal to fifty percent (50%) of the Performer's total Net Fees, the NFB is entitled to unlimited Use of the Program in all media throughout the world for a period of five (5) years, or an amount equal to one hundred percent (100%) for fifteen (15) years, starting from the date of first exploitation release in any Residual Market. As an alternative to Article B405(b), the NFB may secure additional blocks of five (5) or fifteen (15) year Use periods provided that such payments are made to Performers prior to the expiry date of the initial five (5) or fifteen (15) year period.

B402 Rights for Performers (except for Narrators and Commentators)

Options: The NFB shall elect one of the two following options at the time of production, subject to Article B601.

- (a) **Prepayment Option** The NFB may acquire unrestricted Use rights in all media throughout the world for a period of five (5) consecutive years, from the date of first exploitation release in any Residual Market, for a payment equal to one hundred percent (100%) of Net Fees. The NFB 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 ("Advance") against the following Use Fees based on Performer Participation in NFB's Gross Revenue as defined in Article B410:

Option Number	Non-Refundable Advance (% of Net Fees)	Participation in NFB's Gross Revenue
1	100.0%	4.0%
2	75.0%	4.6%
3	50.0%	5.6%
4	25.0%	6.6%

- (c) **New Media** Use rights for New Media are acquired by purchasing rights in accordance with B7.

B403 Limitation of Selection of 25% Advance

- (a) The only circumstances which will allow a Producer to select Option 4 above, and therefore make a twenty-five percent (25%) Advance payment under Article B402(b), is if there are only exclusively Canadian pre-sale(s) in one media, as of the first day of principal photography of the Production, which pre-sale(s) must include one of the declared Uses, as defined in Article B301. Unless the Production pre-sale(s) fulfills these conditions, the Producer shall not be entitled

to exercise Option 4. In the event that prior to the completion of principal photography of a Production or a Series there is a non-Canadian sale, the Producer shall immediately and retroactively increase the Advance payment to at least fifty percent (50%).

- (b) A Producer who exercises Option 4 without strictly fulfilling all of the conditions in Article B403(a) shall be liable to pay damages to the ACTRA PRS 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. The Performers concerned shall continue to be entitled to participate in NFB's Gross Revenue derived from the Production at the rate provided for in Option 4, i.e., 6.6%.
- (c) A co-producer (pursuant to Article A513) accessing the terms of this Article shall sign the Declaration Respecting the 25% Advance Option attached as Appendix 12.

B404 Selection of Use-Payment Option The election made by the NFB under Article B402 shall be the same for each Performer engaged on the Production. The NFB shall either elect to prepay all Performers as set out in Article B402(a), or elect one of the Advance payment options as set out in Article B402(b). For clarity, if the NFB elects to prepay Performers as set out in Article B402(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 the NFB elects to make Advance payments as set out in Article B402(b), the NFB must select the same percentage of the Advance and thus provide for the identical rate of participation in the NFB's Gross Revenue for each Performer on the Production.

B405 Participation in Gross: Prepayment

- (a) **Performers (except Narrators and Commentators)** After the NFB has exercised the option of making the prepayments as set out and in conformity with Article B402(a), the Performers shall be paid Use fees in the aggregate, in an amount of 4.0% of NFB's Gross Revenue, except that revenues earned by the Production within the first five (5) year period of prepaid Use shall not entitle the Performer to receive any such payments on such revenues, i.e., revenues attributed to Uses within the initial five (5) year period shall not form part of NFB's Gross Revenue for the purposes of calculating additional Use fees.
- (b) **Narrators and Commentators** After the NFB has exercised the option of making the prepayment as set out and in conformity with Article B401(b), the Performers shall be paid Use fees in the aggregate, in an amount of 4.0% of the NFB's Gross Revenue, except that revenues earned by the Production within the first five (5) year or fifteen (15) year period of prepaid Use shall not entitle the Performer to receive any such payments on such revenues, i.e., revenues attributed to Uses within the initial five (5) year or fifteen (15) year period shall not form part of NFB's Gross Revenue for the purposes of calculating additional Use fees.

B406 Participation in Gross: Advance After the NFB has elected to make Advance

payments as set out in Article B402(b), Performers shall be paid, as Use fees, an aggregate amount equal to the applicable percentage of NFB's Gross Revenue, provided that no amounts shall be paid until such time as the Aggregate Advance (as defined in Article B408) is recouped from NFB's Gross Revenue.

- B407 **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.
- B408 **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 Article B101.
- B409 **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 Article B412. Although the individual Advance payments in excess of the limitations specified in Articles B407 and B408 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 Article B412.
- B410 **NFB's Gross Revenue** shall mean a sum of all monies, including pre-sales and distribution advances, received by the NFB, derived in any manner whatsoever through the distribution of the Production in all Residual Markets, 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, NFB's 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 NFB's Gross Revenue;
 - (b) the NFB 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 NFB's Gross Revenue upon which Use payments are based, subject to the right of ACTRA to refer any difference to Arbitration under Article A10.
 - (c) **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 ACTRA to refer any difference to Arbitration under Article A10.

B411 Reporting and Payment Procedure

- (a) The NFB shall make and deliver to ACTRA reports setting forth the amount of NFB's Gross Revenues in respect of the Production, derived in the applicable accounting period, annually. The reports shall be sent by email or any other electronic means. The reports will include an outline of the method of calculation of the said payment. Payments of the aggregate Use fee payable to Performers will be made by cheque or direct bank deposits following the transmission of the reports.
- (b) The NFB 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, i.e., the date that each report is due. In the enforcement of this Article, ACTRA, subject to its rights as a creditor, shall agree to not hold any NFB employee liable for negligence, provided the said employee acts in a bona fide fashion. NFB'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 Article B411(a).
- (c) Payments shall be made by cheque or by direct bank deposit to the ACTRA Performers Rights Society, a corporation without share capital (the ACTRA PRS), in trust for the Performers concerned. The ACTRA PRS shall be entitled to make a claim of interest on payments received after the due date as provided for herein, (i.e., the date the reports are due to be filed) at the Prime rate of interest as of the due date, plus three percent (3%), calculated monthly, which claim shall be enforceable under the terms of this Agreement.

B412 Distribution of Payments Residual and Use payments shall be distributed to Performers through the ACTRA PRS 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 (1) 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 or she has accumulated and the dollar value calculated in the preceding sentence.

B413 Fair Market Value The NFB shall meet with ACTRA to determine the fair market value for distribution of a Program should such Program be distributed for Use by means of barter, exchange, or other means for which no charge is made, or a nominal fee 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 Article A10.

B414 Right of Audit The NFB agrees that, for the purposes of verifying the propriety of payments made under this Agreement, ACTRA 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 ACTRA or the ACTRA PRS in its sole discretion) at the normal place of business and during normal business hours, all books, records, accounts, receipts, disbursements and any other relevant documents related to the Production and its distribution.

B415 The ACTRA PRS Administration Charge In addition to the charges provided for in Article A37, where the ACTRA PRS receives and is required to distribute monies to Performers under Section B of this Agreement, the NFB shall pay to the ACTRA PRS an administration charge of one percent (1%) of the total amount to be distributed.

B416 Assumption Agreement

- (a) If the NFB or its successors assigns, licenses, sells, disposes or otherwise conveys a Production or any distribution rights in a Production produced under this Agreement, the NFB shall use its best efforts to obtain a Distributor's Assumption Agreement. In respect of any outright valid sale or conveyance hereunder (i.e., a disposition, the terms of which do not include a requirement to report revenue to the NFB), 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 6.
- (b) Upon seeking the approval of ACTRA to a sale, disposition or conveyance, the NFB shall also provide to ACTRA such information and material pertaining to the Distributor as ACTRA 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 NFB 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 6, and ACTRA approves the assumption in writing. ACTRA's approval shall not be unreasonably withheld.

B5 - USE RIGHTS FOR ALL PROGRAMS (EXCEPT DOCUMENTARY AND ANIMATION PROGRAMS)

B501 Options: The NFB shall elect one of the two following options at the time of Production, subject to Article B601:

- (a) **Prepayment Option** The NFB 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 an amount equal to one hundred and thirty percent (130%) of Net Fees for theatrical Productions and an amount equal to one hundred and five percent (105%) of Net Fees for television and other Productions. The NFB 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 NFB may pay, at the time of Production, one of the following percentages of Net Fees as a non-refundable advance ("Advance") against the following Use fees based on Performer Participation in Distributors' gross revenue as defined in Article B508:

Option Number	Non-Refundable Advance (% of Net Fees)	Participation in Distributors' Gross Revenue
1	100.0%	4.0%
2	75.0%	4.6%
3	50.0%	5.6%
4	25.0%	6.6%

- (c) **New Media** Use rights for New Media are acquired by purchasing rights in accordance with B7.

B502 Limitation of Selection of 25% Advance

- (a) The only circumstances which will allow a Producer to select Option 4 above, and therefore make a twenty-five percent (25%) Advance payment under Article B501(b), is if there are only exclusively Canadian pre-sale(s) in one media, as of the first day of principal photography of the Production, which pre-sale(s) must include one of the declared Uses, as defined in Article B301. Unless the Production pre-sale(s) fulfills these conditions, the Producer shall not be entitled to exercise Option 4. In the event that prior to the completion of principal photography of a Production or a Series there is a non-Canadian sale, the Producer shall immediately and retroactively increase the Advance payment to at least fifty percent (50%).
- (b) A Producer who exercises Option 4 without strictly fulfilling all of the conditions in Article B502(a) shall be liable to pay damages to the ACTRA PRS 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. The Performers concerned shall continue to be entitled to participate in NFB's Gross Revenue derived from the Production at the rate provided for in Option 4, i.e., 6.6%.
- (c) A co-producer (pursuant to Article A513) accessing the terms of this Article shall sign the Declaration Respecting the 25% Advance Option attached as Appendix 12.

- B503 Selection of Use-Payment Option** The election made by the NFB under Article B501 shall be the same for each Performer engaged on the Production. The NFB shall either elect to prepay all Performers as set out in Article B501(a), or elect one of the Advance payment options as set out in Article B501(b). For clarity, if the NFB elects to prepay Performers as set out in Article 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 Article 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 NFB 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 4.0% of the Distributor's 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, i.e., revenues attributed to Uses within the initial four (4) year period shall not form part of the Distributor's Gross Revenue for the purposes of calculating additional Use fees.
- B505 Participation in Gross: Advance** After the NFB has elected to make Advance payments as set out in Article B501(b), Performers shall be paid, as Use fees, an aggregate amount equal to the applicable percentage of Distributor's Gross Revenue, provided that no amounts shall be paid until such time as the Aggregate Advance (as defined in Article B507) 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 Article 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 Article B412. Although the individual Advance payments in excess of the limitations specified in Articles 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 Article B412.

B509 **Distributor's 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 NFB 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 that:
 - (i) are related to or which do not have an arm's length relationship with the NFB or the Head Distributor, or,
 - (ii) have an obligation to report and remit Revenue directly to the NFB or Head Distributor.
- (c) Pre-sale revenues shall be included in Distributor's Gross Revenue. A pre-sale means the grant of a license or rights to utilise a Production, prior to production, to an end user, for consideration. The amount of verified distribution Advances, i.e. payments received by the NFB 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 calculating 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 twenty percent (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 Revenue shall be ten percent (10%).
- (e) The NFB 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 ACTRA to refer any difference to Arbitration under Article A10.
- (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 ACTRA to refer any difference to Arbitration under Article A10.

(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:
 - A. 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;
 - B. 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, which proportion shall be 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's budget financing derived directly or indirectly from any Canadian source(s).
- (ii) Prior to production, the NFB shall disclose to ACTRA that the Production is an official treaty co-production and will provide the following information to ACTRA:
 - A. the name and legal status of the co-producers;
 - B. 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.

B510 Article B411, Reporting and Payment Procedure; Article B412, Distribution of Payments; Article B413 Fair Market Value; Article B414 Right of Audit; and Article B415, PRS Administration Charge, also apply to this section.

B6 - RESIDUAL PAYMENTS

B601 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 Article B4 or Article B5, Performers shall be 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.

B602 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:

- (a) Programs sixty (60) minutes or less in length 15%
- (b) Programs exceeding sixty (60) minutes in length 35%

B603 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 for in subparagraph (a)(i) above, the Producer shall be entitled to authorize broadcast of the Program one (1) time on one (1) television station in each market in Canada in which the Program has not been so Used.

(b) Use in the United States

	Network	Syndicated	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) Use in World Markets

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, United States, Great Britain and West Germany	2%

B604 Pay-Television

(a) Use in Canada	
for each three (3) months' Use in Canada	10%
for twelve (12) months' Use in Canada	25%
(b) Use in the United States	
for each three (3) months' Use in the U.S.	15%
for twelve (12) months' Use in the U.S.	30%
(c) Use in Foreign Markets	
for each three (3) months' Use in foreign markets	15%
for twelve (12) months' Use in foreign markets	30%

B605 Cable Television

(a) Use in Canada	
each one (1) year of Use in Canada	10%
(b) Use in the United States	
each one (1) year of Use in the U.S.	15%
(c) Use in Foreign Markets	
each year of Use in Foreign Markets	15%

B606 Compact Devices

(a) Use in Canada	
each one (1) year of Use in Canada	10%
(b) Use in the United States	
each one (1) year of Use in the U.S.	15%
(c) Use in Foreign Markets	
each year of Use in Foreign Markets	15%

B607 Educational Television

(a) Use in Canada	
each one (1) year of Use in Canada	10%
(b) Use in the United States	
each one (1) year of Use in the U.S.	15%

(c) Use in Foreign Markets	
each year of Use in Foreign Markets	15%

B7 – NEW MEDIA

B701 For Use on non-revenue-generating New Media controlled by the NFB, the NFB shall pay to the Performer the following percentages of the Performer's Net Fees as a residual payment for such Use:

- (a) Ten percent (10%) for five (5) years Use as of the first day the Program is made available online
- or,
- (b) Seventeen percent (17%) for ten (10) years Use as of the first day the Program is made available online.

The NFB may secure additional blocks of five (5) or ten (10) years Use, provided that payments for such extended Use are made to the Performer prior to the expiry date of the initial five (5) or ten (10) years Use period.

B702 For Use on revenue-generating New Media, the NFB shall pay to the Performer an amount equal to ten percent (10%) of the Performer's Net Fees. In addition to this amount, the NFB shall pay Use fees calculated on the NFB's Gross Revenue arising from the New Media exploitation of the Production, earned from first dollar of such New Media Use. The Use fees shall be paid in accordance with section B405, B406, B504 or B505, depending on the option selected for the acquisition of unrestricted Use rights for the Production (Prepayment Option or Advance Payment Option). In the event that no such option was exercised, the NFB shall pay Use fees equal to four percent (4%) of the NFB's Gross revenue arising from the New Media exploitation of the Production, earned from the first dollar of such New Media Use.

For clarity, should the NFB choose to distribute a Production for both revenue-generating and non-revenue generating Use, the NFB shall pay the Use fees stated in Articles B701 and B702 above.

B703 Residual fees payable pursuant to Articles B701 and B702 above shall be paid within thirty (30) days of such Use.

B704 Payment of Use fees as a percentage (%) of NFB's Gross Revenues shall be reported and paid to ACTRA PRS as per Article B4.

B705 For the purpose of Articles B701 and B702, Net Fees earned by the Performer at the time of production shall be adjusted to reflect current base fees with respect to Productions produced under ACTRA's jurisdiction prior to the coming into force of the present Agreement. The current base fee is calculated by taking the Performer's Net

Fee per Production (Gross Fee exclusive of prepayment and expenses, but including above-minimum payments and overtime/penalties), dividing it by the daily fee at the time of production, and multiplying the result by the current daily fee for the appropriate category.

- B706 Subject to the Performer's consent, Articles B701 and B702 may also apply to Productions produced under ACTRA's jurisdiction prior to the coming into force of the present Agreement, where New Media rights (or Internet or Digital Distribution rights in previous agreements) have not been acquired, as well as new Productions produced under this Agreement. Any renewal of New Media rights for Productions under ACTRA's jurisdiction for which New Media rights were acquired prior to the coming into force of the present Agreement shall be undertaken in accordance with the terms of this Agreement.

The NFB shall provide to ACTRA PRS, for each Production for which it wishes to acquire New Media rights: the title of the Production(s), the name(s) of the Performer(s), the category(ies) of Performer(s), the breakdown of their respective Net Fees paid under their original contracts and the detailed residual Use Fees and applicable benefits to be paid under Section B701 and/or Section B702, along with the payment. In accordance with Section B415, the NFB shall also pay to ACTRA PRS an administration charge of one percent (1%) of the total amount to be distributed to Performers. ACTRA PRS shall seek the Performer's consent and distribute the residual Use Fees accordingly. Should a Performer refuse to grant consent or wish to negotiate the residual Use Fees, ACTRA PRS will contact the designated NFB representative as soon as possible. The NFB shall then negotiate directly with said Performer or the Performer's representative, and inform ACTRA PRS of the result of its negotiation.

- B707 For the purpose of this Agreement, New Media Use is understood to be included as a media granted under Non-theatrical Use as per Article A429, and therefore the NFB shall be entitled to worldwide Non-theatrical Use in New Media in perpetuity without further payment in accordance with Article B401.

However, it is understood that any NFB direct sales in New Media made to consumers by the NFB through its controlled website, using streaming or downloading techniques or any similar techniques allowing a reproduction of a Production on New Media, shall be subject to payment of the Use fees set out in Article B702.

- B708 **Production "Made for" New Media** Upon payment of minimum fees to the Performer as per Sections B or D of the Agreement for a performance in a Production "Made for New Media" only, the NFB shall be entitled to one (1) year's Use in New Media.

Prior to the expiry of the one (1) year Use period, should the NFB wish to continue distribution of such Production in New Media, the NFB shall pay to the Performer Use fees in the amount of four percent (4%) of the NFB's Gross Revenue derived from the New Media exploitation of the Production.

SECTION C - MINIMUM FEES AND 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	\$202.25	\$26.00	\$38.00	\$908.50	8
	2	\$205.25	\$26.50	\$38.50	\$922.25	8
	3	\$208.25	\$27.00	\$39.00	\$936.00	8
Photo-Double	1	\$151.00	\$26.00	\$38.00	n/a	8
	2	\$153.25	\$26.50	\$38.50	n/a	8
	3	\$155.50	\$27.00	\$39.00	n/a	8
Special-Skill	1	\$202.25	\$34.00	\$50.50	n/a	8
	2	\$205.25	\$34.50	\$51.25	n/a	8
	3	\$208.25	\$35.00	\$52.00	n/a	8
Background Performer	1	\$151.00	\$26.00	\$38.00	n/a	8
	2	\$153.25	\$26.50	\$38.50	n/a	8
	3	\$155.50	\$27.00	\$39.00	n/a	8

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

C2 - QUALIFIED BACKGROUND PERFORMERS

C201 Definitions

- (a) **Background Performer** means any Performer other than a Principal Actor or an Actor who is
- (i) not required to give individual characterization;
 - (ii) not required to speak or sing any word or Line of Dialogue;
 - (iii) not required to perform as a Special Skill Background Performer as described in Article C201(d) ;

- (iv) 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.
- (b) **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 recognisable.
- (c) **Stand-In** means a Performer engaged to replace physically another Performer during a set-up period.
- (d) **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 Article A26. Examples of such special silent businesses are
 - (i) water skiing, diving, skin or scuba diving;
 - (ii) driving a marine vessel or a commercial motor vehicle, or any motor vehicle requiring a chauffeur's license;
 - (iii) any sport such as, but not limited to, baseball, football, skiing, hockey, soccer, and horseback riding.
- (e) **Qualified Background Performer** means a Member or a Qualified Permittee.
- (f) **Qualified Permittee** means a person granted a work permit who performs the work of a Background Performer, Photographic Double, or Special Skill Background Performer.

C202 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.

C203 **Conflict of Interest** The NFB 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 9, and shall, prior to the commencement of principal photography, deliver an executed copy of the said Declaration to ACTRA.

C3 - QUALIFICATION OF BACKGROUND PERFORMERS

C301 **Preference of Engagement** Subject to Articles C501 and C502, prior to offering engagement as Background Performers to non-members of ACTRA, the Producer shall

- (a) inform ACTRA 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 ACTRA 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 NFB shall file on a daily basis with the local ACTRA office or provide to the ACTRA steward a Performers 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 ACTRA members upon the payment of a work permit fee to ACTRA of \$7.50 (or \$12.50 for production locations within one hundred and twenty [120] kilometres of the ACTRA office in Toronto) per Qualified Permittee for each day such person is engaged.
- C304 **Stand-In and Continuity Background Performer** Only ACTRA members shall be engaged in the categories of Stand-In or Continuity Background Performer except in the following circumstances:
- (a) Minors;
 - (b) where ACTRA 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 (1) day pursuant to Article C5;
 - (e) where Continuity Background Performers are engaged exclusively for work in a location as described in Article 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 ACTRA for production locations eighty (80) kilometres or more from the nearest ACTRA office in all cities where ACTRA branches are located (one hundred and twenty [120] kilometres in the case of Toronto). ACTRA members who reside within the vicinity of the location of the shoot shall receive preference of engagement from the NFB.

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 before the Call time, subject to unexpected occurrences which can be verified.

- (c) With respect to upgrades, additional work time and additional work days, etc., ACTRA members shall be given preference, except for the purposes of continuity in a scene or specific characteristic requirements.
- C402 **Voucher Requirement** The NFB shall not require the Background Performer to commence work without a completed ACTRA Background voucher designating the category of work (see Appendix 8).
- C403 **Wardrobe Call** Background Performers required by the NFB 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 the Performer is engaged.
- C404 **Minimum Call** The minimum Call for Background Performers, Special Skill Background Performers, Photographic Doubles, and Stand-Ins is eight (8) hours. There may be one (1) unpaid meal break during the 8 hour Call, such break to occur not earlier than one (1) hour following the commencement of work. Work in excess of 8 hours shall be payable at the appropriate overtime rate.
- C405 **Working in a 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 NFB intends that she or 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 Voucher, at the time, and initialled by the NFB-designated representative (see Appendix 8).
- 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 \$5.00 per change.(b) Formal or specialty wardrobe (i.e. tuxedos, formal gowns, clown uniforms etc.) shall be compensated at the rate of \$25.00 per change per week.
 - (c) Where the Performer is wearing the Performer's 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 \$25.00 per day.

C409 **Cast and Crew Meals** The NFB shall provide the same cast and crew meals and Substantial Snacks to all Background Performers who are ACTRA 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 Subject to Article C301, the NFB is only required to engage the following number of Background Performers under the rates herein provided:

- (a) Twenty-five (25) ACTRA members for any Production in Toronto,
 - (b) Fifteen (15) ACTRA members for any Production in Montreal or Vancouver,
- or
- (c) Ten (10) ACTRA members for any Production outside Toronto, Montreal or Vancouver

to work on a Production on the same day. The NFB may hire any additional number of persons to perform work normally performed by ACTRA members (subject to Article C304) on that day. The minimum shall exclude Stand-Ins and Photo Doubles.

C502 The NFB will pay the required permit fee for all Qualified Permittees hired up to the required limits set in Article C501. 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 NFB and such non-Qualified Background Performers.

C6 - BACKGROUND PERFORMER LIST

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

SECTION D - ANIMATION PERFORMERS

D1 - MINIMUM FEES AND CONDITIONS OF ENGAGEMENT OF ANIMATION PERFORMERS

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

D102 **Session** means a work day with a minimum Call as provided for in this Section.

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

Categories	Year	Daily Fee	Hourly Fee	Overtime Rate	Included Work Hours
Principal Actor	1	\$469.50	\$83.75	\$125.75	4
	2	\$476.50	\$85.00	\$127.75	4
	3	\$483.75	\$86.25	\$129.75	4
Actor, etc.	1	\$316.00	\$56.50	\$84.50	4
	2	\$320.75	\$57.25	\$85.75	4
	3	\$325.50	\$58.00	\$87.00	4

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

Note : Dubbing of animated Productions is governed by the Dubbing Agreement (Appendix 10)

D104 **Initial Session Allowance** The initial recording session of an animated Series or animated Pilot shall include eight (8) hours of work at the rate of a regular four (4) hour Call as provided in Article D103.

D105 **Minimum Fees for Animation Performers for Short Animated Productions** (per Production of ten [10] minutes or less running time)

Note : Dubbing of animated Productions is governed by the Dubbing Agreement (Appendix 10)

(a) Minimum Call per Production

1 hour \$313.50/\$318.25/\$323.00 per Performer

(b) Additional work time

per hour \$85.00/\$86.25/\$87.50 per Performer

(c) Where an Animation Performer is engaged to perform in more than one (1) Production in one Session, the following discounts apply:

2 Productions 20% discount

3 or more Productions 30% discount

D106 Doubling

(a) Principal Animation Performers may perform one (1) additional Role without additional payment beyond the Principal Session fee set out in Articles D103 or D105 per Production, provided the additional Role shall not exceed ten (10) consecutive words of scripted or unscripted dialogue.

(b) Subject to Article D106 (a) above, Animation Performers engaged to perform more than one (1) Role in a Production shall be paid fifty percent (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 two (2) additional Roles, one as a Principal and one as an Actor, shall receive fifty percent (50%) of the Principal rate and fifty percent (50%) of the Actor rate respectively for such Roles.

(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 that 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 \$469.50/\$476.50/\$483.75 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 in 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 \$670.00/ \$680.00/\$690.25 for a four (4) hour minimum Call. Additional work time up to and including eight (8) hours shall be at a prorated hourly rate. For the purposes of calculating prepaid Uses, the performance in a Session shall be deemed to be the same as in an Episode.

D109 Series Guarantees and Discounts

Where an Animation Performer is guaranteed

(a) thirteen (13) Episodes on one season, a discount of five percent (5%) will apply to such services;

(b) twenty-six (26) Episodes in one season, a discount of ten percent (10%) will apply to such services;

- (c) sixty (60) Episodes in one season, a discount of fifteen percent (15%) will apply to such services.

For the purposes of this article, 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:

Category	Year	Session Fee	Included Work Time
Principal	1	\$271.00	2 hours
	2	\$275.00	
	3	\$279.25	
Actor	1	\$182.00	2 hours
	2	\$184.75	
	3	\$187.50	

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

- D111 **Use-Payment Options** Performers working under the provisions of Section D shall be entitled to Use Fees as provided in Articles B3 to B6.

SECTION E - DURATION

E1 – DURATION

E101 This Agreement will become effective as of May 1st, 2014, and remain in effect until April 30, 2017.


E102 Either Party desiring to renegotiate shall give notice to the other party in writing at least three (3) months immediately preceding the expiration date of the Agreement.

E103 Until the Parties are entitled to legally terminate the terms of this Agreement, the provisions of this Agreement shall remain in full force and effect.

In witness whereof the Parties have caused this Agreement to be executed as of the 12th day of September, 2014.

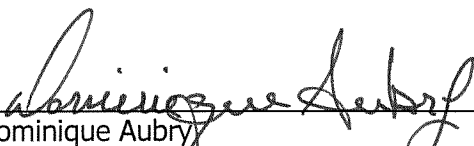
NATIONAL FILM BOARD OF CANADA

ACTRA




Claude Joli-Coeur

Acting Government Film Commissioner
and Chairperson

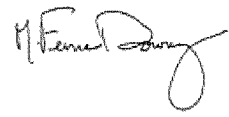


Dominique Aubry

Director, Business Relations and Legal
Services



Stephen Waddell



Ferne Downey

Members of the bargaining teams:

Daintry Dalton

Marit Stiles

DJ Anderson

Claire Martel

APPENDIX 1 - LETTER OF ADHERENCE FOR CO-PRODUCER

I, _____, (name of individual - print), on behalf of the Producer, hereby acknowledge receipt of the NFB-ACTRA 2014-2017 Agreement and state that I am authorised to execute this Letter of Adherence to the Agreement on behalf of _____, (the "Producer").

The Producer hereby acknowledges that by executing this Letter of Adherence, the Producer agrees to abide by and conform to all the terms and conditions contained in the 2014-2017 NFB-ACTRA Agreement.

Dated this _____ day of _____, _____.

(Name of Producer) 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 ACTRA.

Per: _____ Date: _____

APPENDIX 2 - PERFORMERS WORK REPORT

(See Articles A516, A517 and C302)

NFB ACTRA
PERFORMERS WORK REPORT

- 1 copy - NFB
- 1 copy - ACTRA

PROJECT NO:

ACTRA NO. OR

WORK PERMIT NO

PERFORMERS NAMES

CATEGORY

CALL TIME

START

FINISH

START

FINISH

SET TIME

START

FINISH

START

FINISH

MEAL

START

FINISH

MEAL

START

FINISH

ADJUSTMENT

START

FINISH

PERFORMER SIGNATURE

PRODUCTION

NO.

DATE

ACTRA NO. OR WORK PERMIT NO		PERFORMERS NAMES	CATEGORY	CALL TIME	START	FINISH	START	FINISH	SET TIME	START	FINISH	START	FINISH	MEAL	START	FINISH	ADJUSTMENT	PERFORMER SIGNATURE	PRODUCTION NO.

ACTRA STEWARD'S SIGNATURE

APPENDIX 3 - STANDARD CONTRACT FORM

(See Article A804)

New version to come



**NFB - ACTRA
PERFORMER CONTRACT FOR ALL PRODUCTIONS
(except for narrator and commentator)**

Contract No. Amendment Oracle PC No.

NFB represented by _____ (Name) _____ (Title)
with Office at _____ Telephone _____
Contract with _____ to provide the
(Performing company if applicable)
Services of _____ Tel. (off.) _____ Fax _____
(Address) Tel. (res.) _____
SIN _____ Corp./Reg. No. _____ ACTRA No. or Work Permit No. ACTRA _____
Ago (if under 16 years) Band No. _____ No. _____ **Not reg. under
GST/HST**

(Name and address of agent if representative)

IN THE PRODUCTION ENTITLED
Project No. _____

Activity Codes _____

NATURE OF PRODUCTION

(Indicate Declared Use - check one only. See clause B301)

Theatrical _____ Pay Television _____ Cable TV _____
Free Television _____ Compact Devices _____ Educational TV Program _____
Other _____

Length of production _____ min. If series, total no. of episodes _____ No. of episodes guaranteed to performer _____
Episodes no. _____

NATURE OF ENGAGEMENT

Role _____ Performance Category _____
Date(s) of engagement (specify day, month, year) _____
Fees Daily _____ Weekly _____
Hourly rate _____ Additional Work Time _____ Overtime rate _____
Series adjustment _____ % based on _____
Locations _____ Living expenses _____ per diem _____
Transportation _____ Travel time _____ per hr _____ Mileage allowance _____ per km _____
Other transportation expenses _____
Credit/billing _____
Other contractual obligations _____
Rider attached Yes No Please note such riders form part of this contract.

USE RIGHTS

Documentary _____ Animation _____	Theatrical Production _____	TV and Other Productions _____
Prepayment Option (B402a) Unlimited use rights in all media for 5 years: 100% of Net Fees	Prepayment Option (B501a) Theatrical Production _____ Unlimited use rights in all media for 4 years: 136% of net fees	TV and Other Production _____ Unlimited use rights in all media for 4 years: 105% of net fees
Advance Option (B402b) Non-Refundable Advance % of Net Fees	OR	Advance Option (B501b) Documentary & Animation Participation in NFB's Gross Revenue
100%		Theatrical, TV and Other Productions Participation in Distributors' Gross Revenue
75%		Selected Option
50%		
25%		
		3.6%
		4.6%
		5.6%
		6.6%

Non Revenue generating New Media (B701)

Non revenue generating new media for 5 years: 10% of Net Fees

OR

Non revenue generating new media for 7 years: 10% of Net Fees

Revenue generating New Media (B702)

Revenue generating new media: 10% of Net Fees and
5% of NFB's Gross Revenue arising from the New
Media exploitation

The parties to this contract warrant that they have familiarized themselves with the provisions of the NFB-Actra Agreement and are bound by its terms.

(Signature of performer)

(Signature of producer)

Date

Date

7638 (2008-03-31) 1- SEND ORIGINAL 2- PERFORMER 3- ACTRA LOCAL OFFICE 4- NFB STUDIO

APPENDIX 3a - CONTRACT FOR SERVICES OF NARRATOR OR COMMENTATOR

(See Article A804)

New version to come

NFB - ACTRA
CONTRACT AND INVOICE

Contract N° _____ Amendment _____ Oracle PO N° _____

PERFORMER / COMPANY _____ PAYABLE TO _____

ACTRA No _____ BAND No _____
 SIN _____ COMPANY No _____
 Tel. (pna) _____ Tel. (off) _____ FAX _____
 GST/HST Reg. No _____ Not reg. under GST/HST _____

PROJECT No _____ PO No _____ ACCOUNT No _____ Activity Code(s) _____

NATURE OF PRODUCTION
 FILM TITLE(S) _____

NATURE OF ENGAGEMENT
 CATEGORY
NARRATOR

CALL TIME	INCLUDED WORK TIME	NUMBER OF SEGMENTS OR LINE	DATE OF RECORDING

FEES: \$ _____
 OVERTIME: \$ _____
 DISCOUNTED FEES: \$ _____
 USE RIGHTS (SEE SECTION BELOW): \$ _____
 PERFORMER GROSS FEES: \$ _____
 RETIREMENT DEDUCTION: 3.00% of \$ _____ \$ _____
 ACTRA DUES: 2.25% of \$ _____ \$ _____
 WORK PERMIT DEDUCTION: \$ _____
 PERFORMER NET FEES: \$ _____ **TOTAL: \$ _____**

FOR ACCOUNTS USE ONLY

APPLICABLE DUTY AND TAXES: HST/GST: _____ % of \$ _____
 OTHER: _____ % of \$ _____

PRODUCER CONTRIBUTIONS: Total fees & services \$ _____
 Retirement & Insurance 12.00% \$ _____
 Administration fees 1.00% \$ _____

TOTAL CHEQUE AMOUNT: \$ _____

(Indicate Declared Use - check one only. See clause B301.)
 Theatrical Free Television Pay Television Compact Devices Cable TV Educational TV Program
 Other

USE RIGHTS

NARRATOR OR COMMENTATOR IN DOCUMENTARY OR ANIMATION PROGRAM
Prepayment Option (B401-b)
 Unlimited use rights in all media for 5 years: 50% of Net Fees
 OR
 Unlimited use rights in all media for 15 years: 100% of Net Fees

Non Revenue generating New Media (B701)
 Non revenue generating new media for 5 years: 10% of Net Fees
 OR
 Non revenue generating new media for 7 years: 15% of Net Fees

Revenue generating New Media (B702)
 Revenue generating new media: 10% of Net Fees and 5% of NFB's Gross Revenue arising from the New Media exploitation

NARRATOR OR COMMENTATOR IN THEATRICAL, TV OR OTHER PRODUCTION
Prepayment Option (B501a)
 Theatrical Production: Unlimited use rights in all media for 4 years: 130% of net fees
 TV and Other Production: Unlimited use rights in all media for 4 years: 105% of net fees
 OR
Prepayment Option (B501b)

Non-Refundable Advance % of Net Fees	Participation in Distributors' Gross Revenue	Selected Option
100%	3.6%	<input type="checkbox"/>
75%	4.6%	<input type="checkbox"/>
50%	5.6%	<input type="checkbox"/>
25%	6.6%	<input type="checkbox"/>

Remarks _____

This engagement is subject to the terms and conditions of the NFB - ACTRA Agreement in force at the time of the signing of the contract.

I hereby certify that GST/HST received in relation to this invoice will be remitted to Canada Customs and Revenue Agency. This is to certify that services ordered hereby are being purchased by the National Film Board of Canada with crown funds, and are not therefore subject to provincial/territorial sales and consumption taxes.

PERFORMER _____ PRODUCER _____

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

7255 (2008-03-31) 1- SEND ORIGINAL AND 1 COPY TO ACCOUNTING 2- PERFORMER 3- ACTRA LOCAL OFFICE 4- NFB STUDIO

APPENDIX 4 - DECLARATION OF PARENT IN THE ENGAGEMENT OF MINORS

(See Article A2704(a))

Please read this form carefully as well as the section of the ACTRA-NFB AGREEMENT setting out the minimum terms and conditions for the engagement of Minors in film and TV projects. 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, are required to complete and sign this form and return it to the NFB 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 or 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 familiarised 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 sixteen (16) 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. If your child is sixteen (16) years of age or older, it is your right to be present at all times when your child is working.
6. If you cannot attend, you shall appoint a chaperon for your child. It is strongly recommended that this person have your confidence to act in your child's best interests. The appointment shall be in the form of Appendix 5 and must be completed in triplicate, one copy to be delivered to the NFB, one to ACTRA, and one for you to keep.
7. As you may not be available at all times, please fill out and return the Emergency Medical Authorization form attached, allowing the NFB to obtain emergency treatment when you cannot be contacted at once.
8. You are also responsible for ensuring that 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 NFB will institute the tutoring plan proposed by the principal or teacher, but it is up to you to make sure this is taken care of.

9. Article A2716 of the Agreement provides that after a Minor's total lifetime remuneration reaches \$5,000, twenty-five percent (25%) of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the NFB and remitted to the ACTRA Performers' Rights Society, which shall hold such monies in trust for the Minor. Your child's engagement is subject to this provision.

Your signature on this form indicates that you have received a copy of the ACTRA-NFB Agreement. Please sign and date this form and deliver it to the NFB as soon as possible.

Date: _____

Witness

Signature

APPENDIX 5 – CHAPERON FORM AND EMERGENCY MEDICAL AUTHORIZATION FORM

(See Articles A2704 and A2708(c))

APPOINTMENT OF CHAPERON

To _____ (name of Producer)

Re _____ (name of Production)

1. I, _____ (name of Parent), am the Parent of _____ (name of Minor), who is under the age of sixteen.
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 to remain in attendance while my child is present on the set.

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 _____, ____.

Witness

Signature of Parent

CONSENT OF CHAPERON

I, _____ (name of Chaperon), have read and familiarised myself with the provisions of the current ACTRA-NFB Agreement relating to Minors and the script with respect to the Role of _____ (name of Minor). I understand my responsibility is to ensure that the best interests of the Minor in my care prevail 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 _____,

Witness

Signature of chaperon

Address: _____

Telephone: () - _____

EMERGENCY MEDICAL AUTHORIZATION FORM

This form is to be completed and signed by the Parent of a child Performer under the age of 16.

I, _____, am the Parent of _____
a child Performer, who is a Minor engaged under the terms of the ACTRA-NFB Agreement, and
I hereby authorise the NFB or its 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 another
Parent of the child is unavailable to provide the consent.

Child Medical Insurance Number:

Dated at _____ this _____ day of _____, _____

Witness

Signature of Parent

APPENDIX 6 - DISTRIBUTOR'S ASSUMPTION AGREEMENT

(See Article B416)

(Please execute on Distributor's Letterhead)

DISTRIBUTOR'S ASSUMPTION AGREEMENT

Whereas _____ (the "Distributor")
has acquired from the NFB certain rights in the Production entitled _____
_____ ("the Production");

And whereas the Production was produced pursuant to the ACTRA-NFB Agreement in effect from ____, 2014 to ____, 2017.

The Parties hereto agree as follows:

1. In consideration of the ACTRA 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 ACTRA-NFB Agreement to remit Use fees to the Performers in the Production, payable under Section B of the Agreement. The Distributor acknowledges receipt of the Agreement and warrants that all Use payments that shall become due and payable pursuant to Section B shall be paid under the terms and conditions contained in Section B.
2. The Distributor is distributing or licensing the Production:
 - (a) (i) in perpetuity (i.e., for the period of copyright and any renewals thereof),
or
(ii) for a limited term of _____ years.
 - (b) Territories: (please provide list)
 - (i) _____
 - (ii) _____
 - (iii) _____
 - (iv) _____
 - (v) _____
 - d. Media: (please refer to Article B3 and provide list)
 - (i) _____
 - (ii) _____
 - (iii) _____

(iv) _____

(v) _____

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 licensing, 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 ACTRA 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 Section B.
4. The Distributor acknowledges that in accordance with Articles B411 and B510, the aggregate Use payments are due on a biannual 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 ACTRA PRS 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 prime rate of interest plus three percent (3%), calculated monthly.
5. The Distributor acknowledges its obligation under Articles B411 and 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, ACTRA, subject to its rights as a creditor, shall agree to not hold any employee of the NFB (or Distributor) liable for negligence, provided the said employee acts in a bona fide fashion.
6. 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 licensing, are subject and subordinate to ACTRA's Security Interest. ACTRA 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 be relieved of its obligations to ACTRA only upon any sale or other disposition of the Production or any rights in the Production, if the party that acquires the Production or any such rights signs an Assumption Agreement in this form with Distributor and ACTRA.
8. ACTRA hereby relieves the NFB of its obligations under the Agreement 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 Section B of the Agreement shall be submitted to final and binding Arbitration under Article A10.

Dated this _____ day of _____, 20__

Distributor Per: _____
(print name)

ACTRA Per: _____
(print name)

NFB: Per: _____
(print name)

APPENDIX 7 - PURCHASER'S ASSUMPTION AGREEMENT

(See Article A3604)

(Please execute on Purchaser's Letterhead)

PURCHASER'S ASSUMPTION AGREEMENT

Whereas _____, (the "Purchaser")
has acquired from the NFB certain rights in the Production entitled

_____(the "Production");

And whereas the Production was produced pursuant to the ACTRA-NFB Agreement, in effect
from _____, 2014 to _____, 2017.

The Parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the ACTRA-NFB Agreement 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 Agreement to be paid by the NFB to or for the Performers in respect of the Production.
2. 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 ACTRA's Security Interest. ACTRA agrees that, so long as all the continuing obligations contained in the Agreement 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 ACTRA upon any sale or other disposition of the Production or any rights in the Production only if the party that acquires the Production or any such rights signs an Assumption Agreement in this form with the Purchaser and ACTRA.
4. ACTRA hereby relieves the NFB of its obligations under the Agreement with respect to the Production.

Dated this _____ day of _____, 20__

Distributor Per: _____ (print name)

ACTRA Per: _____ (print name)

NFB Per: _____ (print name)

APPENDIX 8(A) - BACKGROUND VOUCHER - MEMBER
(See Article C402, C406)



ACTRA

BACKGROUND VOUCHER

435002

ACTRA MEMBER #		Date	Category
Performer Name			Upgrade
Address		Call Time	Crew Call
			Nudity
			Prop Shot
Phone #		Travel To	For Engager's Use
		Start	Finish
			8 hr
SIN #		Non-Deductible First Meal	
E-mail		Start	Finish
			(OT 1.5)
GST #	QST #	Make-up / Wardrobe Call	
		Start	Finish
HST #			(OT 2)
PRODUCTION TITLE		Set Call	MP1
Episode Title & Number		Substantial Provided	
		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Production Company		1st Meal	Penalty (Y/N) <input type="checkbox"/>
		Start	Finish
Performer's Signature		2nd Meal	Penalty (Y/N) <input type="checkbox"/>
		Start	Finish
Producer's Representative		Wrap Time	
			Misc.
			Gross
AGREE <input type="checkbox"/>	DISAGREE <input type="checkbox"/>	Travel From	Dues Ded. 2.25%
Comments		Start	Finish
			Less I & R
		Mileage	_____ kms
		Turnaround	Penalty (Y/N) <input type="checkbox"/>
Specialty Wardrobe	Regular Wardrobe		
# of Changes	# of Changes	Date of Wardrobe Fitting**	
Specialty Item / Car	Misc.	Date	
		Start	Finish
**Pd when Wardrobe occurs on a previous day			

ACC-A6 02/26-25

PRODUCER'S COPY



APPENDIX 8(B)- BACKGROUND VOUCHER - PERMITTEE
(See Articles C402 and C406)



ACTRA

BACKGROUND VOUCHER

210681


ACTRA PERMITTEE		Date	Category
Performer Name			Upgrade
Address		Call Time	Nudity
		Crew Call	Prop Shot
Phone #		Travel To	For Engager's Use
		Start	8 hr
		Finish	
SIN #		Non-Deductible First Meal	.25 MU
E-mail		Start	(OT 1.5)
		Finish	
GST #	QST #	Make-up / Wardrobe Call	(OT 2)
HST #		Start	
		Finish	
PRODUCTION TITLE		Set Call	MP1
Episode Title & Number		Substantial Provided	MP2
		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Production Company		1st Meal	Travel
		Start	Mileage
		Finish	
Performer's Signature		2nd Meal	Turnaround
		Start	Wardrobe Fitting**
		Finish	
Producer's Representative		Wrap Time	Misc.
			Gross
AGREE <input type="checkbox"/>	DISAGREE <input type="checkbox"/>	Travel From	Less Equalization Deduction
Comments		Start	Net Amount Due
		Finish	
		Mileage _____ kms	
		Turnaround	
		Penalty <input type="checkbox"/>	
Specialty Wardrobe	Regular Wardrobe		
# of Changes	# of Changes	Date of Wardrobe Fitting**	
Specialty Item / Car	Misc.	Date _____	
		Start	**Pd when Wardrobe occurs on a previous day
		Finish	

(ACC-A9 4/03-25)

PRODUCER'S COPY

APPENDIX 8(C) - BACKGROUND VOUCHER – APPRENTICE MEMBER PERMITTEE

(See Articles C402 and C406)

		BACKGROUND VOUCHER		115901
ACTRA				
ACTRA APPRENTICE MEMBER PERMITTEE	AM#	Date	Category	
Performer Name			Upgrade	
Address		Call Time	Crew Call	Nudity
				Prop Shot
Phone #		Travel To		For Engager's Use
		Start	Finish	8 hr
SIN #		Non-Deductible First Meal		.25 MU
E-mail		Start	Finish	(OT 1.5)
GST #	GST #	Make-up / Wardrobe Call		(OT 2)
HST #		Start	Finish	
PRODUCTION TITLE		Set Call		MP1
Episode Title & Number		Substantial Provided		MP2
		Yes <input type="checkbox"/> No <input type="checkbox"/>		
Production Company		1st Meal	Penalty (✓) <input type="checkbox"/>	Travel
		Start	Finish	Mileage
Performer's Signature		2nd Meal	Penalty (✓) <input type="checkbox"/>	Turnaround
		Start	Finish	Wardrobe Fitting**
Producer's Representative		Wrap Time		Misc.
				Gross
AGREE <input type="checkbox"/>	DISAGREE <input type="checkbox"/>	Travel From		Less Equalization Deduction
Comments		Start	Finish	Net Amount Due
		Mileage _____ kms		
		Turnaround Penalty (✓) <input type="checkbox"/>		
Specialty Wardrobe	Regular Wardrobe			
# of Changes	# of Changes	Date of Wardrobe Fitting**		
Specialty Item / Car	Misc.	Date _____		
		Start	Finish	**Pd when Wardrobe occurs on a previous day

ACC-A10 R102-50

PRODUCER'S COPY

APPENDIX 9 - STATUTORY DECLARATION FOR CASTING DIRECTORS

(See Article C203)

The NFB 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 ACTRA, properly executed and sworn, prior to the commencement of principal photography.

STATUTORY DECLARATION FOR CASTING DIRECTORS

I, _____, have been hired as a casting director, or in another position in which I am responsible for hiring Background Performers, by the NFB 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 an ACTRA Background Performer voucher.

I understand that ACTRA 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 _____

A Commissioner for taking Affidavits

APPENDIX 10 - THE DUBBING SECTION

1 - RECOGNITION AND APPLICATION

- 101 Unless otherwise specified or modified in this Dubbing Section, the provisions of the ACTRA-NFB Agreement shall apply.
- 102 The Producer recognizes ACTRA 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 ACTRA 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 NFB and ACTRA.
- 105 This Dubbing Section shall be administered jointly by ACTRA and the NFB in all its facets on a principle of equality between ACTRA and the NFB in all matters pertaining to the administration of the Dubbing Section's provisions. Questions regarding interpretation of the meaning of the articles in this Dubbing Section may be directed to the NFB or to ACTRA. 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.

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 **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 NFB agree to meet within forty-eight (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.

305 **Dubbed Production** means a Production that qualifies under this section.

306 **Gross Fee** means total compensation paid to a Performer during a Dubbed Production exclusive of monies paid by the NFB for expenses, such as per diem allowances or travel costs, as agreed.

307 **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.

308 **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.

309 **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.

- 310 **Post-Synchronization** means, for the purposes of this section, the voice synchronization by a Performer of his/her voice to his or her own on-camera performance in the original version.
- 311 **Program** means a film, each Episode of a Series or a Single Unit.
- 312 **Reporting time** means the booked hour of commencement of work for a Performer.
- 313 **Role** means the part to be re-voiced by a Performer as an individual characterization.
- 314 **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 NFB agrees to give preference of engagement to members of ACTRA.
- It is understood that in the case of Performers under the age of sixteen (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 NFB will not discriminate against any Performer because of age, race, sex, creed, colour, sexual orientation or national origin. The Performer agrees that she or he will not discriminate against any NFB Producer or refuse to work for any Producer or with any Performer because of age, race, sex, creed, colour, sexual orientation or national origin.
- 403 **Access to Recording Studio** The NFB shall allow an ACTRA 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.
- 404 **Dubbed Production Records** The NFB 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

- 405 Where requested by ACTRA, the NFB shall furnish ACTRA with a copy of such information relating to any Performer concerning any or all of the aforementioned matters.
- 406 No later than forty-eight (48) hours prior to the commencement of recording, the NFB shall forward to the nearest ACTRA office a cast list of principals for each Production and a tentative recording schedule.
- 407 During the recording session, a final version of the working script, properly paginated and 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.
- 408 With payment, the NFB shall forward to the local ACTRA office a copy of the Performer Dubbing Time Sheet duly completed and initialled by the Performer and a designated representative of the NFB (see Appendix A of this Section). Furthermore, upon request by a representative of ACTRA, the NFB shall forward to the nearest ACTRA office a copy of the script and/or, when applicable, make the "rythmo band" available to a representative of ACTRA. All documents shall be sent by email or any other electronic means.

5 - OBLIGATIONS OF ACTRA AND PERFORMERS

- 501 A Performer shall, at all times, report to the recording studio ready to work at the time of his or her reporting time. Performers will, at all times, comply with the reasonable requests and instructions of the Producer or his or her representative. The Performer will be reasonably familiar with the terms of this Dubbing Section.
- 502 A Performer shall identify to ACTRA any perceived breach of this Dubbing Section whenever such breach is considered to occur, in order that ACTRA may give the Producer the opportunity to remedy such perceived breach at the earliest opportunity, in the spirit of this Dubbing Section.

6 - QUALIFICATION OF PERFORMERS

- 601 In accordance with Paragraph 401, preference of engagement shall be given to ACTRA members. However, after making reasonable efforts to comply and having established that a person who is not a member of ACTRA is required in a Dubbed Production, then application shall be made for a work permit at the nearest ACTRA 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 ACTRA 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 these sub-paragraphs 601 (a) and (b) is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

7 - CONDITIONS OF WORK FOR PERFORMERS

- 701 (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.
- 702 **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.
- 703 **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.
- 704 **Night Recording** Night Recording shall refer to the work performed between the hours of 22h00 on one day and 08h00 on the following.
- 705 **Reporting time**
 - (a) Should the NFB call a Performer for more than one separate reporting time during any one (1) day, each new reporting time will constitute a new first hour of work.
 - (b) Notwithstanding the foregoing, if the NFB 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.

8 - OVERTIME

- 801 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 (½) hour or less may be paid in half (½) hour units, at the prorated rate.

- 802 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.
- 803 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.
- 804 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.
- 805 When a Performer is required to work on a Dubbed Production between 18h00 on a Saturday and 08h00 on the following Monday, the Performer shall be paid at one hundred and fifty percent (150%) of the Performer's contracted daily, hourly or overtime rate.
- 806 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.

9 - REST PERIODS

- 901 **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.
- 902 **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.

10 - MEAL PERIODS

- 1001 No work session shall be more than five (5) hours without a meal break. Such meal break shall not be paid.
- 1002 No such meal break shall be less than one (1) hour or more than two (2) hours at a time.
- 1003 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.

- 1004 There shall be a meal period of one-half (1/2) hour after each four (4) hours of overtime worked.
- 1005 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.

11 - CANCELLATIONS AND POSTPONEMENTS

- 1101 **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; governmental regulation or order in a national emergency; or 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 fulfill the engagement.
- 1102 **Cancellation of a Dubbing Production** If a Dubbing Production is cancelled for any reason other than that provided in Paragraph 1101, 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.
- 1103 **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.

12 - WORKING ENVIRONMENT

- 1201 Performers may refuse to commence work where the NFB fails to provide the following facilities:
- (a) a supply of pure drinking water;
 - (b) a suitable seat for each Performer during rest periods;
 - (c) 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; and
- (d) Clean and accessible toilets and washrooms.

13 - DOUBLING

1301 **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 \$63.00/\$64.00/\$65.00 for the first such double and \$38.00/\$38.50/\$39.00 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.

1302 **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 1301 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.

1303 **Participation in Off-Camera Crowd Noises** Participation in off-camera crowd noises shall not be considered as doubling, and is permissible without additional compensation.

14 - SONGS

1401 The present Article establishes the conditions for the dubbing of songs.

1402 Incidental humming is not considered to be singing.

1403 (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 or her "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 sessions,

according to whichever method of payment is greater for the Performer.

- 1404 (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 (26) Episodes of a Series.
- (c) For the Use of each subsequent group of thirteen (13) Episodes or less, the Producer will pay to the Performer forty percent (40%) of the fee mentioned in Paragraph 1404 (a) above.

15 - DIALOGUE IN OPENING & CLOSING SEQUENCES

- 1501 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.

16 - TALENT AUDITIONS

- 1601 **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 article to afford the opportunity for Performers to display their individual talents. However, a Performer who is detained by the NFB 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 \$44.25/\$45.00/\$45.75 per hour or part thereof.
- 1602 **Audition Recall** Where a Performer is required to attend a third (3rd) or subsequent Audition, the NFB shall compensate the Performer for expenses incurred by paying an amount not less than \$56.50/\$57.25/\$58.00 for each hour or part thereof.
- 1603 The Audition should take place with a projection of the picture with the original sound track and the rythmo band (where available).
- 1604 **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 ACTRA not less than four (4) days prior to such Audition, when feasible.
- 1605 **Preference of Audition** The NFB agrees to give ACTRA members preference in the auditioning of Performers. In the case of open Calls, ACTRA members shall be auditioned in advance of and separate from non-ACTRA members. However, ACTRA members may be auditioned during non-member Auditions if they are unavailable during

member Audition time.

17 - TRAILERS, PROMOS AND EXCERPTS

- 1701 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.
- 1702 The NFB 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.
- 1703 If the NFB 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.

18 – CREDITS

- 1801 When the NFB receives an on-screen credit, the Principal Actors will be given credit whenever possible. If the NFB receives an on-screen credit and the Principal Actors do not, the Producer will explain the reasons to ACTRA.

19 - FEES

- 1901 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, or
 - (c) the line count,
- whichever is the greatest.

1902 The dubbing of Live-Action and Animation Programs shall be paid in accordance with the following Fee Schedule:

Hours	Live Action			Animation		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
1	\$162.50	\$165.00	\$167.50	\$169.00	\$171.50	\$174.00
2	\$232.00	\$235.00	\$239.00	\$245.00	\$248.75	\$252.50
3	\$306.50	\$311.00	\$315.75	\$323.00	\$327.75	\$332.75
3.5	\$343.50	\$348.75	\$354.00	\$361.75	\$367.25	\$372.75
4	\$381.00	\$386.75	\$392.50	\$401.00	\$407.00	\$413.00
4.5	\$418.25	\$424.50	\$430.75	\$439.75	\$446.25	\$453.00
5	\$455.50	\$462.25	\$469.25	\$478.50	\$485.75	\$493.00
5.5	\$492.75	\$500.25	\$507.75	\$517.75	\$525.50	\$533.50
6	\$530.00	\$538.00	\$546.00	\$556.50	\$564.75	\$573.25
6.5	\$567.25	\$575.75	\$584.50	\$595.25	\$604.25	\$613.25
7	\$604.50	\$613.50	\$622.75	\$634.25	\$643.75	\$653.50
7.5	\$641.75	\$651.50	\$661.25	\$673.25	\$683.25	\$693.50
8	\$679.00	\$689.25	\$699.50	\$712.25	\$723.00	\$733.75
Each additional hour payable in ½ hour units	\$111.75 per hour	\$113.50 per hour	\$115.25 per hour	\$116.00 per hour	\$117.75 per hour	\$119.50 per hour
Fee per line	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00

1903 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.

1904 **Use** The payment of the rates shall entitle the NFB to unlimited Use of the dubbed programs without additional payment of fees.

20 - PAYMENT

2001 **Payment** For work done between the first (1st) and fifteenth (15th) of the month, payment will be due by the thirtieth (30th) of that same month. Work done between the sixteenth (16th) and the last day of the month will be payable not later than the fifteenth (15th) day of the subsequent month. If the fifteenth (15th) day or the thirtieth (30th) day of a month falls on a holiday or weekend, the payment will be due on the workday immediately preceding. Payments will be made by cheque or by direct bank deposits.

2002 **Late Payment Penalty** If the payment of fees is not executed as prescribed in Paragraph 2001, 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 NFB has filed with ACTRA 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.

2003 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.

2004 Assumption Agreement

- (a) If the NFB sells, assigns, or otherwise disposes of any Dubbed Production produced under this Dubbing Section, or any rights thereto, the NFB shall not be relieved of any of its 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 7, and ACTRA approves the assumption in writing. Such approval shall not be unreasonably withheld.
- (b) Upon seeking the approval of ACTRA to a sale, assignment or other disposition as provided for herein, the NFB shall provide to ACTRA such information and material pertaining to the Purchaser as ACTRA 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.

APPENDIX A (DUBBING SECTION) - PERFORMERS DUBBING TIME SHEET

(See Paragraph 407)



PERFORMERS DUBBING TIME SHEET

1 copy - NFB
1 copy - ACTRA

Producer: _____

Live Action:

Series (Episode #): _____

Production #: _____

Animation:

Feature: _____

Date of Recording: _____

Performer's Name	ACTRA Membership # or Work Permit #	Social Insurance #	Booked From/To	Worked		Total Hours	Role(s)	Line Count	Performer's Signature	Gross Fee
				Morning (From/To)	Afternoon (From/To)					

APPENDIX 11 - AUDITION SIGN-IN SHEET

(See Article A2801)



ACTRA

ACTRA NFB AUDITION SIGN-IN SHEET

PART A

TO BE COMPLETED BY CASTING DIRECTOR

✓ CHECK APPROPRIATE OPTION : TELEVISION () FILM () FEATURE () SERIES () OTHER-SPECIFY () ON CAMERA () OFF CAMERA ()		
INTENDED USE:	FAX THIS SHEET TO THE LOCAL ACTRA OFFICE	TOTAL NUMBER AUDITIONED:
CASTING DIRECTOR'S NAME:	PRODUCTION TITLE:	PRODUCTION CO.:

PART B

PLEASE PRINT CLEARLY

TO BE COMPLETED BY PERFORMERS

DATE: _____

NAME	ACTRA NUMBER	AGENT	ROLE	CALL TIME	TIME IN	TIME OUT	INITIAL	INTERVIEW NUMBER				INITIAL DECLINE
								1	2	3	4	

APPENDIX 12 - DECLARATION RESPECTING SELECTION OF THE 25% ADVANCE OPTION

(See Articles B403(c) and B502(c))

Prior to electing the 25% Advance Option, the Co-Producer shall execute a Declaration in the form as provided below, and deliver same to ACTRA and ACTRA PRS.

DECLARATION

I, _____, ("the Producer") in respect of the co-production of _____ ("the Production") solemnly declare to:

- (a) Notify ACTRA and ACTRA PRS of all Canadian presales prior to the first day of principal photography of the Production;
- (b) Notify ACTRA and ACTRA PRS of all non-Canadian sales prior to the completion of principal photography of a Production, Series or the commencement of principal photography of the next cycle of the Series;
- (c) Full copies of licence and distribution agreements will be provided, should such disclosure be ordered by an Arbitrator upon such terms as the Arbitrator deems appropriate in his or her full discretion.

I understand that ACTRA and ACTRA PRS are relying on this Declaration in order to permit the selection of Article B403(a) or B502(c).

Co-Producer

Per _____
(signature)

(print name and title)

ACTRA Branch

ACTRA Performers' Rights Society

Per _____
(print name and title)

Per _____
(print name and title)

Date _____
(month/day/year)

ACTRA OFFICES

Union of B.C. Performers (UBCP)	400 – West Pender Street Vancouver, BC V6E 2P4	☎ 604-689-0727 Fax 604-689-1145 Email: info@ubcp.com
ACTRA Alberta/ Western Regional Office	7015 MacLeod Trail SW, Suite 602 Calgary, AB T2H 2K6	☎ 403-228-3123 or 1-866-913-3123 Fax 403-228-3299 Email: alberta@actra.ca
ACTRA Saskatchewan	1808 Smith Street, Suite 212 Regina, SK S4P 2N4	☎ 306-757-0885 Fax 306-359-0044 Email: saskatchewan@actra.ca
ACTRA Manitoba	203-245 McDermot Avenue Winnipeg, MB R3B 0S6	☎ 204-339-9750 Fax 204-947-5664 Email: manitoba@actra.ca
ACTRA Toronto Performers	625 Church Street, Suite 200 Toronto, ON M4Y 2G1	☎ 416-928-2278 Fax 416-928-2026 Email: info@actratoronto.com
ACTRA Ottawa	The Arts Court 2 Daly Avenue, Room 170 Ottawa, ON K1N 6E2	☎ 613-565-2168 Fax 613-565-4367 Email: ottawa@actra.ca
ACTRA Montréal/ Eastern Regional Office	1450 City Councillors, Ste 530 Montreal, QC H3A 2E6	☎ 514-844-3318 Fax 514-844-2068 Email: montreal@actra.ca
ACTRA Maritimes	1660 Hollis Street, Suite103 Halifax, NS B3J 1V7	☎ 902-420-1404 Fax 902-422-0589 Email: maritimes@actra.ca
ACTRA Newfoundland/Labrador	687 Water Street, P.O. Box 575 St. John's, NF A1C 5K8	☎ 709-722-0430 Fax 709-722-2113 Email: newfoundland@actra.ca
ACTRA National	625 Church Street, Suite 300 Toronto, ON M4Y 2G1	☎ 416-489-1311 or 1-800-387-3516 Fax 416-489-8076 Email: national@actra.ca
ACTRA Performers' Rights Society (APRS)	625 Church Street, Suite 300 Toronto, ON M4Y 2G1	☎ 416-489-1311 or 1-800-387-3516 Fax 416-489-1040 Email: prs@actra.ca
ACTRA FRATERNAL BENEFITS SOCIETY (AFBS)	1000 Yonge Street Toronto, Ontario M4W 2K2	☎ 416-967-6600 or 1-800-387-8897 Fax 416-967-4744 or 1-888-804-8929

LETTER OF AGREEMENT 1

Stephen A. Waddell
National Executive Director
ACTRA National Office
625 Church Street, Suite 300
Toronto, Ontario M4Y 2G1

Subject: Shorter and longer versions of productions

Dear Mr. Waddell,

During our recent negotiations, it was agreed that the present letter would confirm the following interpretation.

"Where justified by requirements of the target market, presenting a Production in segments or making a shorter or longer version of it shall be considered as a use of the same Production.

The NFB may group a number of Productions together under the same title without having to pay additional amounts, provided it has acquired the rights for the target markets for each of these Productions."

Yours truly,

Dominique Aubry
Director, Business Affairs and Legal Services

For ACTRA:

Agreed

Steven Waddell, National Executive Director

Date

LETTER OF AGREEMENT 2

Stephen A. Waddell
National Executive Director
ACTRA National Office
625 Church Street, Suite 300
Toronto, Ontario M4Y 2G1

Subject: Versioning

Dear Mr. Waddell,

During our recent negotiations, it was agreed that we would forward you a letter to confirm the following interpretation.

"When the NFB is versioning a Production, ACTRA agrees it may continue the present practice, which is to pay the Performers according to the fees under Clause B104 of the agreement (Minimum Fees for Off-Camera Narrators and Commentators in Programs).

For the purposes of this letter, versioning means the off-camera simultaneous translation of a performer to match the dialogue of either an on camera performer or narrator in a production which has been originally produced in a language other than English."

Yours truly,

Dominique Aubry
Director, Business Affairs and Legal Services

For ACTRA:

Agreed

Steven Waddell, National Executive Director

Date

LETTER OF AGREEMENT 3

Stephen A. Waddell
National Executive Director
ACTRA National Office
625 Church Street, Suite 300
Toronto, Ontario M4Y 2G1

Subject: Work permits for non-members engaged in low budget projects specific to training programs

Dear Mr. Waddell,

During our recent negotiations, it was agreed that ACTRA would accommodate the NFB for low-budget Productions designated as specific to emerging filmmakers within the scope of an emerging filmmaker program or a training program (e.g. Hothouse).

Specifically, ACTRA understands that these Productions' timelines are shorter than typical projects and has agreed to issue work permits to non-members engaged in these Productions in a shorter delay and without audition requirements, to allow the NFB to meet its project deadlines. The other conditions of the Agreement will apply to the non-members, when applicable.

These projects will be submitted to ACTRA on a case by case basis.

Yours truly,

Dominique Aubry
Director, Business Affairs and Legal Services

For ACTRA:

Agreed

Steven Waddell, National Executive Director

Date

INDEX

A

- accommodation (A412), 7
- actor. *See also* performer; principal actor
 - in animated production (D103), 77
 - as chorus performer (A307), 5
 - definition of (A301), 5
 - minimum fees for (B101), 55
 - nude appearance fees for (A2402), 33
 - upgrading to (A2101), 29
- ACTRA
 - as bargaining unit (A101), 3
 - deductions from performer fees (A3804), 53
 - and dubbed productions (App 10:1), 98
 - obligations of (A6, App 10:5), 16-17, 101
- ACTRA Fraternal Benefit Society
 - service provider of record (A3809), 54
- ACTRA members
 - in excluded categories (A203), 4-5
 - preference of audition for (A2805, App 10:1605), 46, 106
 - requirement to work with non-members (A504), 13
 - temporary (A3805), 53
- ACTRA PRS
 - additional use fees payable to (B409, B508), 60-61, 65
 - administration fees payable to (B415), 62
 - damages payable to (B403b, B502b), 59, 64
 - fees held in trust by (B411), 61-62
 - payment distribution by (B412), 62
 - and trust accounts for minors (A2716), 45
- ACTRA representatives (A511, App 10:403), 14, 100. *See also* Steward
- ADR (additional dialogue replacement). *See also* post synchronization
 - in animated productions (D110), 79
 - definition of (A433), 9
 - records of (A514), 15
- advance option
 - across-the-board application of (B404, B503), 59, 64
 - for use payments (B402b, B501b), 59, 63
- advances. *See also* fees; payments; prepayment option
 - aggregate calculation of (B408, B507), 60, 65
 - for distribution (B410, B501-502, B509c), 61, 63-64, 65-66
 - limitations on (B403, B407, B502, B506), 59, 60, 64, 65
 - of per diem allowance (A1705), 25
 - for use (B402b, B501b), 59, 63
- affirmative action
 - for performers with disabilities (A502d), 11-12
 - in stunt doubling (A2605), 36
- after-shows (A2302), 30
- agreement (ACTRA-NFB). *See also* assumption agreement; licensing agreement
 - administration of (A104), 3
 - breach of (A606), 17
 - duration of (E1), 80
 - exclusions to (A2), 4-5
 - interpretation of (A104), 3
- airborne special effects (A2005) 29
- air quality (A2003, App 10:12), 29, 104
- American Federation of Musicians (A201c), 4
- animals (A2005, A2608h), 29, 38
- animation performer
 - definition of (A302), 5
 - minimum fees for (D1), 77-79
 - series discounts for (B202b), 57
 - in short animated productions (D105), 77-78
- animation programs
 - definition of gross revenue for (B410), 61
 - distribution rights for (B401a), 58
 - fees for dubbing (App 10:19), 107-108
- announcer
 - definition of (A303), 5
 - minimum fees for (B1), 55-57
 - promotional (D108), 78
- anthology series (A442c), 10
- apprentices
 - equalization payments for (A3805), 53
 - meals for (C409), 76
- arbitration
 - involving minors (A2702), 39
 - procedure for (A1008-1013), 20
- armed forces personnel (A201a), 4
- art houses (A429), 9
- associate stunt coordinator (A2601), 34-35
- assumption agreement (A3604, B416), 52, 62-63
 - distributor's (A506, App 6), 13-14, 90-91-92
 - for dubbed production (App 10:2004), 109

and payment of performers (B416), 62-63
 purchaser's (A3604a, App 7), 52, 93
 audience, studio (A201d), 4
 audio recall. *See* recall
 auditions
 appearance in other performers' (A2803), 46
 definition of (A403), 6-7
 for dubbed productions (App 10:303, App 10:16), 99, 106
 exclusion from net fees of (A426b), 8-9
 NFB responsibilities in (A2806, A2807), 46
 nudity in (A2401), 32-33
 open (A2804, App 10:1604), 46, 106
 recalls for (A2802), 46
 for stunt performers (A2603), 36
 transportation provisions for (A2806), 46
 audit, right of
 for distribution payments (B414), 62
 audit, right of (*continued*)
 for production payments (A3605), 52
 automobile. *See also* stunts; vehicles
 for travel to location (A1704), 25
 use of own by background performers (C408), 75
 availability inquiry (A404), 7
 awards programs
 2-minute excerpts on (A3202), 48
 4-minute excerpts on (A3301d), 49

B

background performers. *See also specific types of background performers*
 ACTRA members list for (C601), 76
 dance requirements of (C202), 73
 definition of (A304, C201), 5, 72-73
 meal breaks for (C404), 75
 minimum calls for (C404), 75
 minimum fees for (C101), 72
 non-members as (C304), 74
 non-qualified (C5), 76
 numbers to be engaged (C501), 76
 overtime for (C404), 75
 production information on (A506), 13-14
 qualification of (C201e, C3), 73, 73-74
 stunt requirements of (A2607), 37
 upgrading of (A2101, C405-406), 29, 75
 voucher requirement for (C402), 74-75
 wardrobe calls for (C403), 75
 wardrobe for (C407), 75
 working conditions for (C409, C410), 75, 75-76
 bands (A201c), 4

billboards
 definition of (A405), 7
 fees for (A2305), 30
 boats (C201d), 73
 body doubles. *See* doubling
 booking (A406, App 10:701), 7, 102
 booking notice
 for background performers (C401), 74
 for performers (A801), 18
 breaks. *See* rest periods
 broadcast. *See specific types of media*
 bumpers
 for animated productions (D107), 78
 definition of (A407), 7
 fees for (A2305), 30
 business day (A1016), 20-21

C

cable television
 definition of (A408), 7
 interstitial material on (A421), 8
 use of production on (A445b), 11
 calendar day (A1102, App 10:703), 21, 102
 calls. *See also specific types of calls*; call time
 definition of (A409, App 10:701b), 7, 102
 minimum for background performers (C404), 75
 minimum for minors (A2706), 41
 weather-permitting (A1908), 27
 call time
 definition of (A1906), 27
 for minors (A2713), 44
 Canada
 program use on compact devices in (B606), 68-69
 program use on television in (B603-605, B607), 67-68-69
 Canadian content (A2601), 34-35
 cancellation
 caused by force majeure (A1901), 26
 caused by illness (A1909), 27-28
 caused by weather (A1910), 28
 and discounts (B204), 57
 of dubbed production (App 10:11), 104
 of engagement (A1905), 27
 exclusion from net fees of (A426b), 8-9
 of production (A1902, A1904), 26, 27
 of scheduled days (A1907), 27
 cartoonist
 definition of (A305), 5
 minimum fees for (B101), 55

cassette. *See* compact devices

casting

- conflict of interest in (C203, App 9), 73, 97
- notices of (A506), 13-14
- of stunt performers (A2606), 37

cast of characters. *See* credits

CD-ROM. *See* compact devices

copyright requirements (A3401b), 50

chaperons (A2708, App 5), 41-42, 87-88

child abuse scenes (A2709), 42

children. *See also* infants; minors

- non-professional (A201b), 4
- production information on (A506), 13-14

choirs (A201c, A202b), 4

choreographer

- definition of (A306), 5
- fees for (A2303), 30

choruses. *See* choirs

chorus performer

- definition of (A307), 5
- minimum fees for (B101), 55

Ciné-Route (A429), 9

classrooms (A2710), 42-43

closed-circuit television (A431), 9

coach. *See* dialogue coach; vocal coach

commentator

- contract form for (App 3a), 84
- definition of (A312), 5
- minimum fees for (B101, B104), 55, 56-57
- participation in gross of (B405b), 60

commentator (*continued*)

- recall of (A3003), 47
- rights in program use (B401b), 58

compact devices

- definition of (A410), 7
- revenue from (B509d), 66
- use of production on (A445f, B301), 11, 58

compensation. *See* fees

competence (A505), 13

complaints (A1003), 19

conductors, musical (A201c), 4

conflicts

- of interest (C203, App 9), 73, 97
- retakes and (A3002), 47
- schedule changes and (A1906, A1910c), 27, 28

contracted fee (A411), 7

contracts. *See also* subcontractors

- for background performer (A802), 18
- dispute over (A1002), 19
- for narrator or commentator (App 3a), 84
- and nudity (A2402), 33
- for retakes, added scenes and audio recall (A3003), 47
- standard form for (A804, App 3), 18, 83
- for stunt performers (A2602g, A2604), 36
- timing of (A803), 18

co-productions (B509g), 66-67

- and this agreement (A513), 14
- letter of adherence for (App 1), 81

copyright (A434), 9

costume call (A1503), 24

credits

- ACTRA logo in (A3506), 51
- in dubbed productions (App 10:18), 107
- licensing agreements and (A3501), 50-51
- publication of (A3505), 51

crowd noises

- not considered dialogue (C202), 74
- not considered doubling (A2203, App 10:1303), 30, 105
- not considered performance (D106c), 78

D

dance groups (A202b), 4

dancers. *See also* choreographer

- actors as (A2202), 30
- definition of (A308), 5
- doubling by (A2202), 30
- minimum fees for (B101), 56
- rest periods for (A1303), 22
- safety provisions for (A2002), 29

day (A1016), 20-21. *See also* calendar day; work day

DBS (direct broadcast satellite) (A431), 9

deal memorandum (A1002), 19

definitions

- of performers (A3, A2601, C201), 5-6, 34-35, 72-73

definitions (*continued*)

- of terms (A4), 6-11

dialogue

- in definition of actor (A301), 5
- in definition of background performer (C201a), 73
- line of, defined (A422, App 10:307), 8, 100
- in opening/closing sequences (App 10:15), 107

dialogue coach

- definition of (A320), 6
- fees for (A2304), 30

direct broadcast satellite (DBS) (A431), 9

disabled performers

- equal opportunities for (A502), 11-12

production information on (A506), 13-14
 disc. *See* compact devices
 discharge (A106), 3
 discipline (A106), 3
 discounts
 for off-camera performers (B104c, B202), 57
 for work cancelled (B204), 57
 discrimination. *See* equal opportunity
 disputes (A1002), 19
 distant location (A412), 7
 distribution advances (B410, B509:3), 61
 (preamble), 65. *See also* gross revenue
 distributor, head (B509b), 65
 distributor's gross revenue. *See* gross revenue
 diversity. *See* equal opportunity
 documentary programs
 credits in (A3502), 51
 definition of (A413), 7
 distribution rights for (B401a), 58
 gross revenue for (B410), 61
 performer status in (A202), 4
 use rights in (A3301d), 49
 waiver of fees for (A204, A2307), 5, 31
 domestic run (A414), 7
 doubles. *See also* photographic doubles
 ACTRA members as (C501), 76
 definition of (C201b), 72-73
 minimum calls for (C404), 75
 minimum fees for (C101), 72
 doubling. *See also* doubles; photographic
 doubles; stunt doubles
 in animated productions (D106, App 10:13),
 78, 104-105
 consent required for (A3401), 50
 fees for (A2201, App 10:13), 29-30, 104-105
 of nude scenes (A2403), 33-34
 of stunts (A2608e), 37-38
 down days (A1801), 26
 dressing rooms (A2001), 28-29
 dubbing (App 10), 98-109
 of animated productions (D103, D105), 77,
 78
 definition of (A415, App 10:304), 7, 99
 dubbing (*continued*)
 fees for (App 10:19), 107-108

E

educational programs. *See also* industrial
 programs
 definition of (A416), 7
 program use in Canada (B301), 58

use as (A445g), 11
 emergencies
 and background performers in stunts
 (A2607), 37
 and cancellation/postponement (A1901), 26
 medical authorization for (A2704, App 5), 40,
 87
 engagement. *See also* booking
 of background performers (C4), 74-76
 conditions of (A8), 18
 failure to fulfill (A602), 16
 of non-Canadian performers (A703, App
 10:6), 18, 101-102
 preference for ACTRA members in (A501,
 A701, C301, App 10:401), 11, 17, 73,
 100
 episode (A417), 8. *See also* series
 equalization payments (A3805), 53
 equal opportunity
 policy on (A502, App 10:402), 11-12, 100
 in stunt doubling (A2605), 36-37
 excerpts
 fees for (A3301a, App 10:1702), 48-49, 106-
 107
 of 2 minutes or less (A3202, App 10:1701),
 48, 106
 of 4 minutes or less (A3301d), 49
 multiple (A3301b), 49
 expenses
 and definition of gross fee (A419), 8
 exclusion from net fees of (A426b), 8-9
 of parents (A2708), 41-42
 for transportation (A1704), 25
 explosive devices (A2608i), 38

F

fair market value (B413), 62
 fees. *See also specific types of fees, performers
 and performances; fees, above
 minimum; payments; prepayment option
 for additional services (A2301), 30
 administration (A37), 52
 for after shows (A2302), 30
 assignment of (A510), 14
 for auditions (A2802, A2803, App 10:1602),
 46, 106
 for billboards and bumpers (A2305), 30
 for cancelled engagements (A1905), 27
 contracted (A411), 7
 for distribution, 57 (preamble)
 for dubbed productions (App 10:16, App
 10:19), 106, 107-108*

for excerpts (A3301), 48-49
 fees (*continued*)
 forfeit of (A602), 16
 gross (A419), 8
 for inserts (A3102), 48
 minimum (A507-509, B101-104), 14, 55-57
 net (A426), 8-9
 overtime (A401, A426), 6, 8-9
 penalty (A401), 4
 for prepaid use (A401), 4
 for promos (A3203, App 10:17), 48, 106-107
 for public service announcements (A2306),
 31
 for retakes (A3002), 47
 for screen tests (A2801), 45-46
 for stunt performer consultation (A2602i, j),
 36
 for stunt performers (A2602), 35-36
 supplementary (A401), 6
 upgrading and (A2101), 29
 for voice tests (A2801, App 10:1601), 45, 106
 for warm-ups (A2302), 30
 weekly (A2602h, B201), 34, 57
 for work permits (A701, C303), 17, 74
 fees, above minimum
 definition of (A401, App 10:301), 6, 99
 right to negotiate (A508), 14
 festivals (A429), 9
 filler material (A421), 8
 fires (A1901), 26
 flashbacks (A3302), 49
 flight insurance (A1708), 25-26
 floods (A1901), 26
 food. *See* meals; snacks
 foreign markets
 program use on compact devices in (B606),
 68-69
 program use on television in (B603-605,
 B607), 67-68
 foreign performers. *See* non-Canadian
 performers
 forms
 commentator contract (App 3a), 84
 medical authorization for minors (App 5), 87
 narrator contract (App 3a), 84
 parent declaration (App 4), 85
 performers work report (App 2), 82
 standard contract (A804, App 3), 18, 83
 free television
 definition of (A418), 8
 distribution on, 57 (preamble)

use of programs on (A445a, B301, B603),
 10-11, 58, 67-68

G

gender (A321), 6
 Germany (B603), 67-68
 Great Britain (B603), 67-68
 grievance
 filing (A1005), 19
 meeting to settle (A1006-1007), 19
 grievance (*continued*)
 notices about (A1015-1016), 20-21
 time to file (A1004), 19
 grievance procedure (A10), 19-21
 involving minors (A2702), 39
 time limits for (A1014), 20
 gross fee (A419, App 10-306), 8, 99
 gross revenue
 advance for participation (B406, B502, B505),
 61, 65, 65-66
 allocation of (B410, B509), 61, 65
 from co-productions (B509g), 66
 definition of (B410), 61
 distributor's (B509), 65-67
 performers' percentage, 57 (preamble)
 prepayment for participation (B405, B504),
 60, 64
 reporting of (B411), 61-62
 and use payments (B411), 61-62
 group dancer
 as chorus performer (A307), 5
 definition of (A309), 5
 minimum fees for (B101), 55
 groups. *See* group dancer; group singer;
 specialty act
 group singer
 as chorus performer (A307), 5
 definition of (A310), 5
 fees for (A3304, B101), 50, 55
 guarantees, co-production (A513), 14
 guardian. *See* parents

H

hairdressing
 fee calculation for (A426), 8-9
 time for (A1501), 23
 hair, requirement to change (A1504), 24
 Hamilton, Ontario (B603), 67-68
 harassment policy (A503), 12-13
 head distributor (B509b), 67
 health
 of infants (A2715b), 45
 of minors (A2701, App 4:2), 39, 86

hiring rights (A106), 3
holding calls (A18), 26
homework (A2711i), 44
hospitals (A202d), 4
host
 definition of (A311), 5
 minimum fees for (B101, B102), 55-56
hours of work (A106), 3
humming, incidental (App 10:1402), 105
hurricanes (A1901), 26

I

illness
 absence caused by (A1909), 27-28
 certification of (A602, App 10:1103), 16, 104
 and failure to fulfill engagement (A602), 16
incidental sounds (D106c), 78
indemnity to performer (A519), 15
Independent Production Agreement (IPA)
 (A513), 14
industrial programs
 credits in (A3502), 51
 definition of (A420), 8
 performer status in (A202), 4
infants (A2715), 45
in-flight presentations (A429), 9
injury
 NFB to advise ACTRA of (A518), 15
 performer to advise NFB of (A607), 17
insert fees (A3102), 48
instrumentalists (A201c), 4
insubordination (A1905), 27
insurance
 flight (A1708), 25-26
 for stunt performers (A2610), 38
insurance plan, ACTRA
 maximum contributions to (A3806), 53
 NFB contribution to (A3801), 52
 payment procedure for (A3807), 54
interstitial material
 definition of (A421), 8
 fees for (A2308), 32
interviewer. *See* host
interviews. *See* auditions

K

kilometrage allowance (A1704), 25

L

language
 and lip synching (A423), 8
 of original program (A415), 7
 of television stations (A414), 7

liaison, production (A515), 15
libraries (A429), 9
licensing agreement (A3501), 50-51
lines. *See* dialogue
lip synchronization
 consent required for (A3401), 50
 definition of (A423, App 10:308), 8, 99
 fees for (B103), 56
live pick-up (A2201), 29-30
loans (as distribution method) (A429), 9

location

distant (A412, A1702b), 7, 25
hold-over on (A1801), 26
nearby (A425, A1702a), 8, 24-25
NFB rights regarding (A106), 3
non-member background performers at
 (C305), 74
overnight (A1801), 26
love scenes. *See* nudity

M

makeup
 fee calculation for (A426), 8-9
 time for (A426b, A1501), 8-9, 23
marionettes (A316), 6
market value. *See* fair market value
master of ceremonies. *See* host
meal breaks (A14), 22-23
 for background performers (C404), 75
 for dubbed productions (App 10:10), 103-104
 extension of (A1402), 22
 first (A1401b), 22
 payment for (A1405), 23
 plateau continu for (A1406), 23
 timing of (A1401a), 22
 travel time during (A1403), 22-23
 work during (A1405), 23
meal penalties
 application of (A1406), 23
 exclusion from net fees of (A426b), 8-9
meals. *See also* meal breaks; meal penalties;
 snacks
 for background performers (C409), 75
 definition of (A1407), 23
 for infants (A2715d), 45
 for minors (A2714), 44-45
 and per diem allowances (A1704), 25
 provision of (A1407), 23
medical conditions. *See also* illness
 of minors (A2704), 40
medical personnel (A2608), 37-38

members. *See* ACTRA members
 merchandising (B410), 61
 microwave television distribution (A431), 9
 mileage. *See* kilometrage allowance
 miming (A301), 5
 minimum call
 for background performers (C404), 75
 for minors (A2706), 41
 minimum terms and conditions (A507), 14
 mini-series (A424), 8
 minors (A27), 39-45. *See also* chaperon; infants;
 parents
 call time for (A2713), 44-45
 conditions of engagement of (A2703), 39-40
 coordinator for (A2712), 44
 dangerous work by (A2709), 42
 definition of (A2701), 39
 dressing rooms for (A2001), 28-29
 hours of work for (A2713), 44
 meals for (A2714), 44-45
 medical authorization form for (App 5), 87-88
 medical or psychological conditions of
 (A2704), 40
 overtime for (A2705), 40-41
 parent declaration form for (App 4), 85-86
 psychological assistance for (A2709), 42
 minors (*continued*)
 rest periods for (A2705), 40-41
 special skills required of (A2703), 39-40
 stand-ins for (C304), 74
 transportation for (A2705), 40-41
 travel by (A2708), 41-42
 trust accounts for (A2716), 45
 tutoring for (A2710), 42-43
 violations regarding (A2702), 39
 work day for (A2705), 40-41
 misconduct (A1905), 27
 moderator. *See* host
 montages (A3303), 49-50
 Montreal (C501), 76
 multilingual dubbed production
 definition of (App 10:309), 99
 fees for (App 10:1903), 108
 musicians (A201c), 4
 music, theme (A3304), 50

N

narrator
 contract form for (App 3a), 84
 definition of (A312), 5
 minimum fees for (B101, B104), 55, 56
 participation in gross by (B405b), 60
 recall of (A3003), 47
 rights in program use for (B401b), 58
 National Film Board (NFB)
 and auditions (A2806, A2807), 46
 and chaperons (A2708), 41-42
 and non-theatrical use (A429, B301), 9, 58
 obligations of (A5), 11-16
 payments to ACTRA by (A3701, A3802), 52,
 53
 and performer injuries (A518, A607), 15, 17
 rights of (A106), 3
 and travel expenses (A17), 24-26
 video provision by (A520), 16
 and work permits (C502), 76
 ND stunt
 definition of (A2601), 34-35
 fees for (A2602e), 35
 nearby location (A425), 8
 net fee (A426), 8-9. *See also* advances; fees;
 payments; prepayment option
 network television
 definition of (A427), 9
 as free television (A418), 8
 in United States (B603), 67-68
 and use (A445a), 10
 new media
 adjustment of fees for use (B705), 70
 definition of (A428), 9
 use fees (B701, B702), 69
 and use (A445h), 11
 and non-theatrical use (B708), 70-71
 news programs (A202c), 4
 pick-up of performance for (A3103), 48
 program excerpts on (A3301d), 49
 night recording (App 10:704), 102
 night shoots
 call time for (A1906), 27
 definition of (A1103), 21
 notice of (A1103, A2703), 21, 39-40
 non-Canadian performers
 engagement of (A703, App 10:6), 18, 101-
 102
 equalization payments for (A3805), 53
 production information on (A506), 13-14
 work permit fees for (A701c), 17
 non-members of ACTRA
 as background performers (C301), 73
 deductions and equalization payments for
 (A3805),
 53
 on location shoots (C305), 74
 preference of members over (A2805), 46

requirement for members to work with (A504), 13
restrictions on engagement for (C501), 76
as stand-ins (C304), 74
work permits for (A701), 17
non-professionals (A201, A202), 4
non-scripted stunts (A2607), 37
non-theatrical use
definition of (A429, A445e), 9, 11
NFB and (A429, B301), 9, 59
not-for-profit groups (A202b), 4
notices
booking (A801), 18
cancellation (A1902, A1904), 26, 27
of casting (A506), 13-14
deemed receipt of (A1016), 20-21
grievance (A1015-1016), 20-21
of night shoots (A1103, A2703), 21, 39-40
of open auditions (A2804), 46
to parents (A2703), 39-40
of schedule changes (A1906), 27
novelization (B410), 61
nudity (A24), 32-33
in auditions (A2401), 32-33
contract requirements for (A2402), 33
fees for (A2402), 33
production information on (A506), 13-14
in rehearsals and performance (A2403), 33-34
number (A321), 6

O

off-camera noises (A2203, App 10:1303), 30, 105
off-camera performer
definition of (A313), 6
minimum fees for (B103), 56
recall of (A3003), 47-48
overtime (A12), 21
for background performers (C404), 75
definition of (A1201-1203), 21
for dubbed productions (App 10:8), 102-103
fee calculation for (A426), 8-9
maximum (A1204), 21
and meal breaks (A1404), 23
for minors (A2705), 40-41

P

packaging
of documentary and animation programs (B410), 61

of other programs (B509f), 66
parents. *See also* chaperon; infants; minors
declaration form for (App 4), 85-86
definition of (A2701), 39
expenses for (A2708), 41-42
interference by (A2708), 41-42
notices to (A2703), 39-40
presence of (A2708), 41-42
responsibilities of (A2704), 40
parties (to agreement) (A430), 9
payments. *See also* advances; fees; prepayment
option
equalization (A3805), 53
late penalty for (A3602, App 10:2002), 51, 108
reporting of errors in (A3603, App 10:2003), 52, 108
step-up for dubbed productions (App 10:1903), 108
timing of (A3601, App 10:2001), 51, 109
units of (B412a), 63
pay television
definition of (A431), 9
interstitial material on (A421), 8
use of program on (A445c, B301), 11, 58
penalties
exclusion from net fees of (A426b), 8-9
for late insurance/retirement plan contributions (A3808), 54
for late payment (A3602, App 10:2002), 51, 108
per diems. *See also* expenses
advances on (A1705), 25
and definition of gross fee (A419), 8
exclusion from net fees of (A426b), 8-9
for personal expenses (A1704), 25
performance, replacement of (A34), 50
performers. *See also* background performers
definition of (A201, App 10:2), 4, 98
indemnity to (A519), 15
minimum fees for (B1), 55-57
obligations of (A6, App 10:5), 16-17, 101
participation in gross for (B405a, B504), 60, 64
qualification of (A7, App 10:6), 17-18, 101-102
remittance statement for (A3807), 53
performers (*continued*)
rights for (B402), 58-59
work permit fees for (A701), 17
Performers' Rights Society. *See* ACTRA PRS

performers work report (A516–517, A603, App 2), 15-16, 82

permittees

- permit fees for (C303, C502), 74, 76
- qualified (C201f), 73

personal harassment. *See* harassment

photographic doubles

- definition of (C201b), 72-73
- excluded from minimum number of members
 - engaged (C501), 76
- minimum calls for (C404), 75
- minimum fees for (C101), 72

photography. *See also* prop shots

- of auditions (A2401), 32-33
- of nude scenes (A2401, A2403), 32-33, 33-34
- by performer (A3204), 48

physically challenged. *See* disabled performers

picket lines (A902), 19

pick-up performance

- insert fees for (A3102), 48
- need for consent (A3101), 47-48
- for news shorts (A3103), 48

pilot program

- definition of (A432), 9
- fees for (A2901), 46

plateau continu (A1406), 23

playrooms (A2710), 42-43

postponements

- caused by force majeure (A1901), 26
- of dubbed production (App 10:11), 104
- exclusion from net fees of (A426b), 8-9

post synchronization

- compensation for (A3001), 46-47
- definition of (A433, App 10:310), 9, 99-100
- on-camera (A3003), 47

preference of engagement. *See under* engagement

prepayment option

- across-the-board application of (B404, B503), 59-60, 64
- for participation in gross (B405, B504), 60, 64
- for use payments (B402a, B501a), 58-59, 63

presales

- and advances (B403, B502a), 59, 64
- definition of (B509c), 66-67
- as part of gross revenue (B410, B509c), 61, 65-66

previews

- program excerpts as (A3202), 48
- use within series of (A3301c), 49

principal actor

- in animated productions (D103), 77
- definition of (A315, B103), 6, 56

principal actor (*continued*)

- minimum fees for (B101, B103), 55, 56
- upgrading to (A2101), 29

principal performer work permit fees (A701a), 17

prisons (A202d), 4

privacy (A2001), 28-29

producers

- and conflict of interest (C203), 73
- definition of (A434), 9
- obligations of (App 10:4, App 10:2004), 100-101, 110

production down days (A1801), 26

productions. *See also* programs

- definition of (A435, App 10:305, App 10:309), 9, 99
- disposal of (A3604, App 10:2004), 52, 109
- dubbed, definition of (App 10:305, App 10:309), 99
- information on (A506), 13-14
- liaison for (A515), 15
- multilingual dubbed, definition of (App 10-309), 99
- packaging of (B410, B509f), 61, 66
- records of (A514, App 10:404), 15, 100

professional conduct (A601), 16

programs. *See also* productions

- definition of (A435), 9
- definition of, dubbed productions (App 10:311), 100
- excerpts from (A3202), 48

promos

- in animated productions (D107), 78
- excerpts as (A3202, App 10:1701), 48, 106
- fees for (A3203, App 10:17), 48, 106-107
- generic (D107), 78
- non-generic (D108), 78

property rights (NFB) (A106), 3

prop shots

- exclusion from net fees of (A426b), 8-9
- fees for (A3004), 47

psychological conditions of minors (A2704), 40

psychologist to assist minors (A2709), 42

public affairs programs (A202c), 4

publicity stills (A3201), 48

- fees for (A3203), 48

public, members of (A201d), 4

public service announcements (PSAs)

- definition of (A436), 9-10
- fees for (A2306), 31

puppeteers
definition of (A316), 6
minimum fees for (B101), 55
rest periods for (A1303), 22
purchaser's assumption agreement (A3604a), 52
format for (App 7), 93
pyramiding (B203), 58

Q

qualified background performers (C201e), 73
qualified permittees
definition of (C201f), 73
work permit fees for (C303, C502), 74, 76
quiz master. *See* host

R

racial harassment. *See* harassment
rates. *See* fees
reading session
definition of (A437), 10
fees for (A2309), 32
recalls (A3003, App 10:1602), 47, 106
recaps
program excerpts as (A3202), 48
in series (A3301c), 49
recording session
allowance for initial (D104), 77
definition of (D102), 77
records of production (A514, App 10:404), 15, 100
rehearsals
definition of (A438), 10
fee calculation for (A426, A2309, App 10:1403), 8, 32, 105
for minors (A2707), 41
nudity in (A2403), 33-34
reimbursement for wardrobe (A1602), 24
remounting of cancelled production (A1903), 26
renegotiation of this agreement (E102), 80
rentals (as distribution method) (A429), 9
repertory cinema (A429), 9
replacement of performance (A34), 50
reporting time (dubbed productions) (App 10:312, App 10:705), 100, 102
reports
for background performers (C302), 73-74
of gross revenues (B411), 61-62
of injury (A518, A607), 15, 17
of payment error (A3603, App 10:2003), 52, 108
performers work report (A516-517, A603, C302, App 2), 15, 16, 73-74, 82

for retakes and added scenes (A3002), 47
tutoring (A2710), 42-43
residual markets
definition of (A439), 10
for documentary and animation programs (B410), 61
fees to performers for, 57-58 (preamble) and use rights (B501a), 64
residual payments
and above minimum fees (A401), 6
calculation of (B6), 67-69
net fees in calculating (A426), 8-9
rest periods (A13), 22
for background performers (C410), 75-76
between days (A1301, App 10:901), 22, 103
for dubbed productions (App 10:9), 103
for infants (A2715c), 45
for minors (A2705, A2707), 40-41, 41
per hour (A1302), 22
for puppeteers and dancers (A1303), 22
requirements for on set (A2001, App 10:12), 28-29, 104
retakes (A3002, A3003), 47, 47
retirement plan
maximum contributions to (A3806), 53
NFB contribution to (A3802), 53
payment procedure for (A3807), 54
performer fee deductions for (A3803), 53
rights
for documentary and animation performers (B402), 58-59
for narrators and commentators (B401b), 58
of NFB (A106), 3
for sequels (documentary and animation programs) (B410), 61
risk performance (A2501), 34. *See also* stunts
definition of (A440), 10
role
in defining principal actor (A315), 6
definition of (A441), 10
definition of, dubbed productions (App 10:313), 101

S

safety
for dancers (A2002), 29
guidelines for (A2609), 38
for minors (A2708), 41-42
replacement of performance for (A3401c), 50
for stunt performers (A2608), 37-38
sales, direct (as distribution method) (A429), 9
sanitary provisions

- for infants (A2715c-d), 45
- requirements for (A2001), 28-29
- satellite television (A431), 9
- schedule changes (A1906), 27
- schools (A202d), 4
- screen tests
 - as auditions (A403), 6-7
 - definition of (A2801), 45-46
 - fees for (A2801), 45-46
- script
 - for auditions (A2807), 46
 - production information on (A506), 13-14
- security for payment (A513), 14
- security of property
 - NFB rights regarding (A106), 3
 - for performers (A2001), 28-29
- sequel rights (B410), 62
- serials (A442b), 10
- series. *See also* episode; pilot program
 - animation performers in (D109), 78
 - anthology (A442c), 10
 - definition of (A442), 10
 - definition of, dubbed productions (App 10:314), 100
 - discounts for (B202), 57
 - episodic (A442a), 10
 - insurance/retirement plan contributions for performers in (A3806), 53
 - minimum fees for (B102), 57
 - songs in (App 10:1404), 105
- session (D102), 77. *See also* work day
- sexual acts, 42. *See also* nudity
 - in auditions (A2401), 32-33
 - scenes with involving minors (A2709), 42
- sexual harassment. *See* harassment
- singer
 - definition of (A317), 6
 - doubling by (A2202), 30
 - dubbing of songs by (App 10:14), 105-106
 - fees for series theme to (A3304), 50
 - minimum fees for (B101), 55
- singing. *See also* songs
 - minor (A2202), 30
 - unrehearsed (C202), 73
- skaters (A308), 5
- SMATV. *See* satellite television
- smoking as a requirement of engagement (A2006), 29
- snacks. *See also* meals
 - for background performers (C409), 75
 - definition of (A443), 10
 - substantial (A1401a, C409), 22, 75
- special effects
 - and air quality (A2003), 29
 - explosive (A2608), 37-38
- special skills
 - minimum fees for (C101), 72
 - and replacement of performance (A3401e), 50
 - required of minors (A2703), 39-40
- special skills background performers (C201d), 74
- special skills performers
 - minimum calls for (C404), 75
- specialty act
 - definition of (A318), 6
 - minimum fees for (B101), 55
- specialty channels (A408), 7
- sports as special skills (C201d), 72-73
- standards of performance (A106), 3
- stand-ins
 - definition of (C201c), 73
 - excluded from minimum number of members engaged (C501), 76
- stand-ins (*continued*)
 - minimum calls for (C404), 75
 - minimum fees for (C101), 72
 - non-members as (C304), 74
- Steward
 - appointment of (A604), 16
 - and production liaison (A515), 15
 - role of (A606), 17
- stills
 - of nude scenes (A2403), 33-34
 - for publicity (A3201), 48
- stretchers (A2001), 28-29
- strikes (A901), 18
- studio audience (A201d), 4
- stunt actor
 - definition of (A2601), 34-35
 - fees for (A2602d), 35
 - minimum fees for (B101), 55
- stunt coordinator
 - consultation fee for (A2602j), 36
 - definition of (A2601), 34-35
 - fees for (A2602b, B101), 35, 55
 - use of (A2608), 37-38
- stunt double
 - definition of (A2601), 34
 - enacting role (A2602k), 36
 - fees for (A2602e), 35
 - for females (A2605), 36-37
 - as stunt performer (driving) (A2611), 38-39
 - for visible minorities (A2605), 36-37

stunt performers
 consultation fee for (A2602i), 36
 definition of (A319), 6
 enacting role (A2602k), 36
 fees for (A2602c, f; A2608), 35, 37-38
 insurance for (A2610), 38
 minimum fees for (B101), 55
 as vehicle drivers (A2611), 38-39
 weekly contract for (A2602g), 36
 stunts. *See also* risk performance
 consent to perform (A2608), 37
 creating and engineering (A2606), 37
 devices used for (A2608), 37
 driving in (A2611), 38-39
 fees for (A2602a), 35
 medical personnel required for (A2608), 37-38
 non-script (A2607), 37
 non-stunt performers in (A2608), 37-38
 production information on (A506), 13-14
 re-performance of (A2602f), 35
 specialists in (A2606b), 37
 subcontractors (A512), 14
 substantial snack (C409), 75. *See also* meals
 swimmers (A308), 5
 syndicated television
 definition of (A444), 10
 syndicated television (*continued*)
 as free television (A418), 8
 in United States (B603), 67
 and use (A445a), 10

T

talent agents (C203), 73
 tape. *See* compact devices; video cassettes
 teasers
 program excerpts as (A3202), 48
 in series (A3301c), 49
 Telefilm Canada (B509g), 66-67
 television
 closed-circuit (A431), 9
 free (A418), 8
 network (A418, A427), 8, 9
 pay (A431), 9
 syndicated (A418), 8
 use of productions on (A414, A445, B501a), 7, 10-11, 63
 television production use rights (B501a), 63
 temporary member equalization payments (A3805), 53
 termination of this agreement (E102), 80
 tests. *See* auditions; screen tests; voice tests

theatrical exhibition
 definition of (A431), 9
 NFB entitlement to (B301), 57
 payments to performers for (B602), 67
 and use (A445d, B501a), 11, 63
 theme music (A3304), 50
 therapist to assist minors (A2709), 42
 Toronto
 numbers of background performers to be engaged in (C501), 76
 program use on television in (B603), 67
 trailers (A3201), 48
 excerpts as (A3202, App 10:1701), 48, 106
 fees for (A3203, App 10:17), 48, 106-107
 transportation
 after auditions (A2806), 46
 availability of (A1706), 25
 travel expenses. *See also* transportation; travel time
 coverage by NFB of (A17), 24-26
 and definition of gross fee (A419), 8
 exclusion from net fees of (A426b), 8-9
 for flight insurance (A1708), 25-26
 outside Canada (A1707), 25
 of parents (A2708), 41-42
 travel time
 calculation of (A1701), 24
 and distance travelled (A1702), 24-25
 exclusion from net fees of (A426b), 8-9
 payment for (A1703), 25
 treaty co-productions. *See* co-productions

trust accounts. *See also* ACTRA PRS
 for minors (A2716), 45
 tutoring (A2710-2711), 42-44

U

Union des Artistes (UDA) (A702), 17
 Union of British Columbia Performers (A3807), 54
 United States
 program use on compact devices in (B606), 68
 program use on television in (B603-605, B607), 67-69
 unprofessional conduct (A601), 16
 upgrading
 of background performers (C405-406), 75
 of performers (A21), 29
 use. *See also* use payments; use rights
 definition of (A445), 10-11
 types of (B301), 58

use payments
 additional (B409, B508), 60-61, 65
 in calculating net fees (A426), 8-9
 calculation of (B410, B509), 61, 65-67
 distribution of (B412), 62
 options for (B404, B503, D111), 59, 64, 79
 prepayment of (B402a, B501a), 58, 63
 reports of (B411), 61-62
 residual payments for (B601), 67
use rights
 for documentary and animation programs
 (B4), 58-63
 for dubbed productions (App 10:1904), 108
 for other programs (B5), 63-67

V

Vancouver (C501), 76
vehicles
 as special skills (C201d), 73
 used for stunts (A2608, A2611), 37-38, 38-39
video cassettes (provision by NFB) (A520), 16
violence involving minors (A2709), 42
vocal coach
 definition of (A320), 6
 fees for (A2304), 30
voice synchronization. *See* ADR; dubbing; lip
 synchronization
voice tests
 as auditions (A403, App 10:1601), 6-7, 106
 definition of (A2801), 45-46
 fees for (A2801, App 10:1601), 45-46, 106
vouchers (background performers)
 format of (App 8), 94-96
 requirement for (C402), 74-75
 and upgrades (C406), 75

W

waivers
 of fees (A204, A2306, A2307), 5, 31
 for working conditions (A2004), 29

war (A1901), 26
wardrobe (A15-16), 23-24. *See also* costume
 call
 for background performers (C407), 75
 cleaning of (A1604), 24
 compensation for use of (A1601), 24
 damage reimbursement for (A1602), 24
 exclusion from net fees of (A426b), 8-9
 fee calculation for (A426), 8-9
 payment for fitting (A1502), 23-24
 protection of (A2001c), 28-29
 regular (A1601), 24
 repair facilities for (A1603), 24
 time for fitting (A1501), 23
wardrobe calls
 for background performers (C403), 75
warm-up fees (A2302), 30
washrooms
 as changing rooms (A2001), 28-29
 provision of (A2001, App 10:12), 28-29, 104
water, provision of (A2001, App 10:12), 28-29,
 104
weather
 cancellation because of (A1910), 28
 inclement (C410), 75-76
weather-permitting calls (A1908), 27
week (A701), 17
work day. *See also* session
 definition of (A1101, App 10:702), 21, 102
 for minors (A2705), 40-41
working conditions
 minimum (A507), 14
 requirements for (A2001, App 10:7, App
 10:12), 28-29, 102, 104
work permit fees (A701), 17
work permittee equalization payments (A3805),
 53
work reports. *See under* reports
work stoppage. *See* strikes