

INDEPENDENT PRODUCTION AGREEMENT  
("Agreement")

between

The ACTRA PERFORMERS GUILD ("ACTRA")

and

The CANADIAN FILM AND TELEVISION  
PRODUCTION ASSOCIATION ("CFTPA")

and

L' ASSOCIATION DES PRODUCTEURS DE  
FILMS ET DE TELEVISION DU QUEBEC ("APFTQ")

(collectively the "Associations")

covering

PERFORMERS IN INDEPENDENT PRODUCTION

August 9, 1999 to December 31, 2001



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## PART A - ARTICLES OF GENERAL APPLICATION

### A1 - RECOGNITION AND APPLICATION

- A101 **Bargaining Unit** The Producer recognizes ACTRA as the exclusive bargaining agent of Performers as defined in this Agreement with respect to all minimum terms and conditions provided for by this Agreement. It is further recognized that ACTRA has exclusive jurisdiction over all Productions in Canada, save and except Productions produced in the French language.
- A102 This Agreement sets forth the minimum rates and working conditions under which Performers may be engaged in Productions produced by any method in Canada or on-location outside Canada.
- A103 a) The terms of this Agreement are the result of negotiations between representatives of the Associations and ACTRA. The Associations represent and warrant to ACTRA that they are the exclusive bargaining agent for each Producer listed in Appendix 1, by virtue of each Producer having executed, or being deemed by the provisions of Appendix 1 to have executed, the 1995/1998 version of the Negotiation Protocol (the current version of the Negotiation Protocol is Appendix 2). The parties therefore agree and acknowledge that all of the Producers listed in Appendix 1 are parties to this Agreement.
- b) While the terms and conditions of this Agreement are in effect, any Producer who is not a party to this Agreement pursuant to Article A103a), but who agrees to become a party to this Agreement shall sign a Voluntary Recognition Agreement acknowledging that ACTRA is the exclusive bargaining agent of Performers and signifying its acceptance of the terms and conditions contained herein (see Appendix 3). The Voluntary Recognition Agreement shall be executed in any number of counterpart originals, each counterpart signed by a Producer having the same effect as an original.
- A104 **Administration of Agreement** This Agreement shall be administered jointly by ACTRA and the Associations in all its facets on a principle of equality between ACTRA and the Associations in all matters pertaining to the administration of the Agreement's provisions. Questions regarding interpretation of the meaning of the clauses in this Agreement may be directed to either of the Associations 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 Producer** Except to the extent specifically modified in this Agreement, all rights and prerogatives of management, administration and direction are retained by the

Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producer's rights shall include:

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

**A107 Preservation of Bargaining Rights** The terms of Article A1 shall be subject to and read together with the provisions of the Preservation of Bargaining Rights (Appendix 4).

**A108 General Provisions**

- a) Capitalized words generally indicate that the terms are defined in Article A3, A4, C201 or elsewhere in this Agreement
- b) The term ACTRA refers to the ACTRA Performers Guild and includes, where the context requires it, any Branch or Local Union of ACTRA.
- c) The term “day” shall mean calendar day, unless otherwise stated and “business day” shall mean a day of the week the week that excludes Saturday, Sundays and statutory holidays.
- d) Notices or documents required to be given or sent pursuant to this Agreement shall be delivered personally, by courier, or sent by fax, addressed as follows:

To ACTRA:                   ACTRA Performers Guild  
                                    Fax: (416) 489 8076  
                                    2239 Yonge Street  
                                    Toronto, Ontario,  
                                    M4S 2B5  
                                    Attention: National Executive Director

To the Associations:      Canadian Film & Television  
                                    Fax: (416) 304 0499  
                                    Production Association  
                                    20 Toronto St., Ste. 830  
                                    Toronto, Ontario  
                                    M5C 2B8  
                                    Attention: Director - Industrial Relations

L'Association des Producteurs de Films  
et de Télévision du Québec  
Fax: (514) 392-0232  
740 rue St. Maurice  
Bureau 408  
Montreal, Quebec, H3C 1L5  
Attention: Labour Relations Advisor

To the Producer and to the Performer: at the address or fax number noted on the Voluntary Recognition Agreement or the deal memo or contract or other such address as the Producer or Performer advises the other parties hereto from time to time.

- e) **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"),
  - i) on the same day, if transmitted by fax prior to 15h00 local time of the addressee, or if delivered personally to the addressee; or
  - ii) the next business day, if transmitted by fax after 15h00 local time of the addressee unless the addressee is able to prove that a reasonable sender ought to have known that the document would not reach the addressee using the above methods and that the said document has not actually been received by him.
- f) **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.
- g) **GST** The GST or any like or successor tax shall be paid in respect of Administration Fees and any other amounts set out in this Agreement to which such tax is applicable.
- h) **Payment Periods** All references to Period 1 shall mean from August 9, 1999 to December 31, 2000, and references to Period 2 shall mean from January 1, 2001 to December 31, 2001

## **A2 - EXCLUSIONS**

A201 A *Performer* means a person who is engaged to appear on-camera or whose voice is heard off-camera in any manner whatsoever, subject to Articles A202 and A203.

A202 Subject to Article A204, the rates and conditions of this Agreement shall not apply to:

- a) A member of the armed forces of Canada when appearing in any Production 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 16 without professional status, appearing as themselves in a Production.
- c) A person performing as an instrumentalist, musician or conductor of a band, chorus or choir, who is within the jurisdiction of the American Federation of Musicians.

- d) A member of the public appearing incidentally as part of a public event or as a member of a studio audience, providing such person does not receive individual coaching or direction.
- e) A person or persons performing their regular employment duties or professional duties (other than Performers) at their regular place or places for performing such duties; or persons pursuing their normal activities in or about their place of abode, except where such person or persons are rehearsed or directed so as to provide individual characterization.
- f) A contestant participating in a quiz program or game program, except where such contestant is rehearsed to develop an individual characterization.

A203 Subject to Article A204, in the case of Documentary and Industrial Programs, the rates and conditions of this Agreement shall not apply to:

- 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 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.

A204 When a member of ACTRA is engaged in the above excluded categories A202 b), e), or f) or A203 b), or c), the rates and conditions of this Agreement shall apply to such members, but the participation in a Production of an ACTRA member in such excluded category shall not require the qualification of non-ACTRA participants in that who also appear in such excluded category. The Producer may request ACTRA to waive the application of the Agreement when an ACTRA member is engaged in the categories of A202 e) or f).

### **A3 - PERFORMER DEFINITIONS**

A301 *Actor* means a Performer engaged to speak or mime 5 or fewer Lines of Dialogue, or whose performance constitutes an individual characterization notwithstanding the absence of dialogue.

A302 *Animation Performer* means a Performer engaged to voice a Role or Roles in an animated Production or Productions.

A303 *Announcer* means a Performer engaged to deliver continuity or a message other than a commercial.



- A304 *Background Performers* - See Article C2 for definitions.
- A305 *Cartoonist* means a Performer who draws cartoons or caricatures as part of a performance. A Cartoonist shall be categorized as a Principal Actor.
- A306 *Choreographer* means a Performer who creates and/or stages dance numbers.
- A307 *Chorus Performer* means a Performer engaged to appear in a Production 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 1 of 2 or more Dancers, except duos engaged in dance.
- A310 *Group Singer* means 1 of 2 or more Singers except duos.
- A311 *Host* means a Performer who introduces or links segments of a Production. Included among the categories of "Host" are Master of Ceremonies, Moderator, Quiz Master, and Interviewer.
- A312 *Model* means a Performer engaged to display or physically illustrate a product, idea or service.
- A313 *Narrator or Commentator* means a Performer other than an Animation Performer engaged to perform narrative material or commentary on- or off-camera.
- A314 *Off-Camera Performer* means a Performer (other than an off-camera Narrator or Commentator or Animation Performer) engaged to execute or interpret a Role in a Production.
- A315 *Panelist* means a member of a group expressing an opinion.
- A316 *Performer* - See Article A201 for definition.
- A317 *Principal Actor* means a Performer engaged to speak or mime 6 or more Lines of Dialogue, or an Actor engaged to perform a major Role without dialogue (e.g. screenplay "Johnny Belinda").
- A318 *Puppeteer* means a Performer who manipulates hand puppets or marionettes and in this definition "manipulating" means the movement, placing and positioning of a puppet, or marionette.
- A319 *Singer* means a Performer engaged to sing either alone or with others.
- A320 *Specialty Act* means any act either individual or a group, which is available as a rehearsed entity (except for camera Rehearsals) ready for performance prior to an engagement.

- A321 *Sportscaster* means a Performer who does play-by-play description of a sporting event or who reports or announces what has transpired, is transpiring or is to transpire in the sporting field, or an Announcer specializing in sports or commenting thereon.
- A322 *Stunt Performer* means a Performer specially trained and knowledgeable in the engineering of and the performance of stunt work, as the term is generally understood in the industry, relating to a performance which would be considered dangerous if not performed by a Performer with such special training.
- A323 *Variety Principal* means a Performer engaged to appear in any combination of the categories Actor / Singer / Host / Dancer.
- A324 *Vocal or Dialogue Coach* means someone engaged to coach Performers either in vocal or script delivery techniques.

#### **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. Above minimum fees may or may not apply to overtime fees, other work fees, residual and prepaid use fees, penalty provisions, and any other additional or supplementary fees, depending on what is stipulated in the individual contract between the Performer and the Producer.
- A402 *ADR* see Post Synchronization
- A403 *Audition* means the visual and/or oral auditioning with or without cameras of a Performer or a group of Performers for the purpose of determining the Performer's or Performers' 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 Enquiry* means an approach to a Performer regarding the Performer's 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 Production.
- A406 *Booking* means notification to a Performer and acceptance by the Performer 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 Devices* means the distribution of a Production by manufacturing and selling or renting copies of a Production on tape, disc, cassette, laser disc, CD-ROM or any other similar format intended primarily for private, in-home exhibition.
- A411 *Contracted Fee* means the fee for services contracted for the guaranteed work time specified in the contract of the individual Performer.
- A412 *Distant Location* means a location at which a Performer is required to remain away and be lodged overnight.
- A413 *Documentary Program* means an information Production 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 broadcast on television of a Production, either simultaneously or not, once in any or all cities or areas in Canada served by television stations. (N.B. A broadcast 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 Production originally produced in a language other than English.
- A416 *Educational Television* means curriculum-based programming.
- A417 *Episode* means one Production, complete in itself but forming part of a Series.
- A418 *Free Television* means exhibition defined as Network and/or Syndicated Television.
- A419 *Gross Fee* means total compensation paid to a Performer during production exclusive of monies paid by a Producer for expenses, such as per diem allowances or travel costs as agreed.
- A420 *Industrial Program* means a Production which is not less than 3 minutes in length and which is produced to promote directly or indirectly the image of an organization or to promote the use of its products or services, or to offer training in the use of its products or services, or to provide education or instruction, but is not intended for broadcast on television.
- A421 *Interstitial* means filler material which in itself does not constitute a Production and which is produced for the purpose of filling short periods of time between main items of programming on Pay or Cable Television (excluding commercials, Billboards and Public Service Announcements).
- A422 *Line of Dialogue* means a line of script of 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 Production of predetermined length intended for broadcast in segments, which Production 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 at which Performers are not lodged overnight but return to the studio zone at the end of the work day.

A426 *Net Fees* means the fees which are earned by a Performer on days during which Performers work in front of the camera or behind the microphone, including blocking and ADR and which are used for the purpose of calculating residuals and Use Payments. For greater certainty:

- a) The following fees are included in the calculation of Net Fees: Fees earned for the minimum eight hour work day and any Rehearsal, makeup/hairdress/wardrobe, and overtime on such day. For clarity, fees earned on a contracted day of work in which a Performer reports for work, but does not actually go in front of the camera or microphone, for whatever reasons (delay caused by technical difficulty, etc.) shall be considered to be part of Net Fees.
- b) The following are excluded in the calculation of Net Fees: prop shots, meal penalties, travel time (except when travel is part of an eight hour work day), penalties for violation of the Rest between Days (Article A1301), Rehearsals and Reading Sessions (except, as in paragraph a) above, on a work day), 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 work day), and expense monies, such as per diem allowances, travel costs as agreed etc.

A427 *Network Television* means any Canadian network so recognized by the CRTC and any American network so recognized by the FCC.

A428 *Non-Theatrical* means the distribution in all formats in all media save for Theatrical, Network Television, Syndicated Television, Pay Television, Cable Television, and Compact Device distribution, except Uses contemplated in Article B515 of this Agreement.

A429 *Pay Television* means the exhibition of Productions 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 Production. Such payment may be in the form of (i) a separate amount for each Production or portion thereof, or (ii) a payment to receive a dedicated Pay Television channel which payment is made either in

addition to regular Cable Television subscription fee, or to the proprietor of a free standing microwave distribution system or a satellite master antenna television

distribution system (SMATV) which distributes the said channel. Exhibition in theatres or comparable places is theatrical exhibition and shall not be considered Pay Television.

A430 *Pilot Program* means a Production which is produced as one of a projected Series to enable the Producer to determine whether the Producer will produce the Series at a later date.

A431 *Post-Synchronization* (or ADR; i.e. Additional Dialogue Replacement) means the voice synchronization by a Performer of his/her voice to his/her own on-camera performance.

A432 *Producer* means the individual, company, corporation or organization which controls, administers, directs and is responsible for the production of any Production, whether or not he/she or it is or will be an owner of copyright of the finished Production. See also Articles A1 and Appendix 4.

A433 *Production* means a recorded audio/visual work embodying the services and results of Performers whether such recorded work is fixed on film, tape or otherwise and includes, but is not limited to each Episode of a Series, a Pilot, etc., regardless of the method of delivery.

A434 *Public Service Announcement* means a short recorded announcement for which the showing or broadcast time is donated by the exhibitor or broadcaster.

A435 *Reading Session* means when Performers attend a script reading session with other cast members for the benefit of the writer and/or director.

A436 *Rehearsal* means when Performers attend a rehearsal session with or without other cast members for the benefit of the Producer, writer and/or director.

A437 *Residual Market* means a market in which the Production is exploited, apart from the market that is included in the Declared Use.

A438 *Risk Performance* means the undertaking of any action by a Performer (other than a Stunt Performer engaged to perform a Stunt or Stunts) which action could be considered dangerous and beyond the Performer's general experience or the placing of the Performer in a position which would normally be considered hazardous.

A439 *Role* means the part to be portrayed by a Performer as an individual characterization.

A440 *Series* means a number of Episodes produced as a group to be presented in a regular pattern.

a) *Episodic Series* means a Series held together by the same title or identifying device common to all of the Episodes, plus a character or characters common to many or all of the Episodes.

b) *Serial* means a Series in which the same characters carry on a continuing narrative.

c) *Anthology Series* means a Series each Episode of which contains a separate complete story or other complete program entity, without a character or characters common to each of the Episodes but held together by the same title, trade name or mark or

identifying device or personality common to all of the Episodes. A continuing Host shall not be considered a character common to each of the Episodes.

A441 *Substantial Snack* means a selection of food items to make sandwiches, as well as a selection of hot and cold beverages. The occasional provision of prepared sandwiches shall not constitute a breach of this Article. During the winter, at least one food item shall be hot or warm (e.g. soup).

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

A443 *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 Devices
- g) Educational

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

## **A5 - OBLIGATIONS OF PRODUCERS**

A501 **Preference of Engagement** The Producer agrees to give preference of engagement to members of ACTRA, subject to the terms of Article 7. For the purposes of this Article, Apprentice members shall be considered to be members of ACTRA, except as provided in Article C301.

### **A502 Equal Opportunity Policy**

- a) The Producer 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 Producer will make every effort to cast Performers belonging to all groups in all types of Roles, so that the composition of Canadian society may be portrayed realistically. The Performer agrees that the Performer will not discriminate against any Producer or fellow Performer or refuse to work for any Producer or with any Performer because of age, race, sex, creed, colour, sexual orientation, disability or national origin.
- 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, Producers shall indicate, as known, those Roles which are so restricted.

- c) Demographic breakdown sheets provided by ACTRA shall be made available by the Producer to Performers for completion. The Producer will forward the completed sheets to the local ACTRA office.
- d) Affirmative Action for Disabled Performers: In respect of any available Role that requires a Performer to portray a disabled or physically challenged person, the Producer will liase with ACTRA prior to casting the Role with a Performer who is not disabled or physically challenged. The Producer will take appropriate steps to ensure that disabled or physically challenged Performers have a reasonable opportunity to audition for such Roles. The Producer will provide ACTRA with the information set out in Article 506q).

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

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



Respondent's bargaining unit present if the Respondent so desires. The Joint Standing Committee shall observe the same procedures as outlined in Article A10, except that the meeting shall be convened within 72 hours of the notice being filed with ACTRA and the Producers Associations.

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

**A504 No Requirement for ACTRA Members to work with Non-Members** The Producer shall not require a Performer to work in any Production with anyone who is not either a member or the holder of a work permit issued by ACTRA, subject to any exclusions set out in this Agreement (e.g. Articles A202, A203 and C5).

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

**A506 Production Information** The Producer shall submit to the nearest local ACTRA office not later than 48 hours whenever possible, and in any event not less than 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 Minors engaged, with their dates of birth and the names of the Parent(s) of each Minor.
- h) Names of Performers engaged to appear nude as described in Article A24
- i) Total cast budget
- j) Script (excluding Series scripts unless requested by ACTRA)
- 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) The total amount of compensation, up to the maximum as provided in the applicable agreement, for any Performers in respect of whom the American Federation of Television and Radio Artists (AFTRA) and the Screen Actors Guild (SAG) Pension and Health (P&H) contributions will be made through the ACTRA Performers' Rights Society (ACTRA PRS). An administration fee of 1% of the total P&H contributions shall be remitted to the ACTRA PRS
- o) Distributor's Assumption Agreement, when available (Appendix 9 - as provided for in Article A520)
- p) Background Performer breakdown, if and when available
- q) Any Roles which require Performers to portray disabled or physically challenged characters, the name of each Performer cast for such Role, and whether the Performer cast is disabled or physically challenged
- r) Whether a psychologist is required pursuant to Article A2709

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

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

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

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

**A511 Access to Studio or Location** The Producer shall allow 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 Producer shall require any "subcontractor" which 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 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 Production or Episode (where applicable),
- f) The date of the first Use in each medium when known,

- g) Any additional Uses of a Production, by providing dates and nature of the additional Uses 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) Copies of published shooting schedules and published updates,
- j) Calculation sheets
- k) Final Cast List.

#### **A514 Performer Work Report**

- a) When requested by ACTRA, the Producer shall furnish ACTRA with a copy of such information relating to any Performer concerning any or all of the matters referred to in Article A513. To facilitate the maintenance of such information, the Producer shall be supplied with "Performer Work Report" forms by ACTRA as reproduced in Appendix 5, and shall ensure that such forms shall be available to the Performers at the location of work.
- b) When a Performer and a Producer's representative sign the work report (Appendix 5) the representative of the Producer shall, if presented with it at the same time, sign the Performer's personal time record (i.e. diary). A copy of the work report shall be sent to the local ACTRA office.

**A515 Production Liaison** The Producer shall advise ACTRA of the name of the person having responsibility for Production liaison with Performers engaged for a Production. The Production liaison shall attempt to redress Performer complaints and shall work with ACTRA Steward to resolve disputes.

#### **A516 Security for Payments Due During Production**

- a) **Requirement for Security** ACTRA is entitled to require a Producer to post, no earlier than 30 days prior to the commencement of work by the Performers, a security for payment sufficient to cover 2 weeks Performer payroll (to be based upon the production schedule provided by the Producer) and the insurance and retirement payments. The security for payment may take the form of a cash deposit to be held in trust by ACTRA in an interest-bearing account, and all accrued interest shall be the property of the Producer, or at the Producer's election, the security for payment may take the form of one or more irrevocable letters of credit in favour of ACTRA, drawn on a Canadian chartered bank.
- b) **Cash Bond** In the case of a cash bond:
  - i) the Producer will post the bond not earlier than 15 business days and no later than 5 business days prior to the commencement of work by the Performers;
  - ii) ACTRA shall be entitled, upon written notice to the Producer and upon resolution of any dispute in favour of the Performer or ACTRA, to make payment from the cash bond to the extent of any amounts found due. The notice shall stipulate the amount claimed and that such amount is due to ACTRA as a result of a default by the Producer of its payment obligations as specified in the Agreement;
  - iii) ACTRA will repay the cash bond less any amounts in dispute within 30 days after the completion of principal photography, provided that the Producer has provided ACTRA with a Security Agreement in accordance with Article A517b), or a Distribution Guarantee or Distributor's Assumption Agreement from an Approved

Distribution Guarantor pursuant to Article A517c), and will repay the balance, if any within 5 days of the resolution of a dispute in the Producer's favour;

- c) **Letter of Credit** In the case of a letter of credit, the face of the letter of credit shall specify that:
- i) the said letter of credit shall have a term commencing not earlier than 15 business days and no later than 5 business days prior to the commencement of work by the Performers;
  - ii) ACTRA shall be entitled, upon written notice to the Producer and upon resolution of any dispute in favour of the Performer or ACTRA, to draw down on the letter of credit to the extent of any amounts found due. The notice shall stipulate the amount claimed and that such amount is due to ACTRA as a result of a default by the Producer of its payment obligations as specified in the Agreement;
  - iii) the letter of credit shall be released within 30 days after the completion of principal photography, provided that the Producer has provided ACTRA with a Security Agreement in accordance with Article A517b), or a Distribution Guarantee or Distributor's Assumption Agreement from an Approved Distribution Guarantor pursuant to Article A517c). However, if there are any amounts in dispute, such amounts will be secured by a replacement letter of credit or cash bond to the extent of the amounts in dispute, and such amounts, if any, will be released, within 5 days of the resolution of a dispute in the Producer's favour;
- d) in the event of a dispute arising or remaining outstanding after the original cash bond has been repaid or after the term of the original letter of credit, involving outstanding payments due under this Agreement, the Producer agrees to post a new cash bond or to issue a new letter of credit in an amount equal to those amounts in dispute for as long as those amounts remain in dispute. ACTRA will repay the new cash bond within 5 business days of the resolution of a dispute in the Producer's favour.
- e) when a bona fide dispute arises, all remedies and recourse provided by this Agreement shall be exhausted, or an Arbitrator shall rule in favour of the Performer prior to any disbursement from the letter of credit or cash bond.
- f) Subject to paragraphs A516b)(iii) and c)(iii), if the security for payment is not released and/or returned to the Producer within the time periods set forth in this provision, ACTRA shall pay to the Producer a late payment charge of 24% per annum of that part of the security payment that has not been returned or released to the Producer, calculated and payable monthly, from the date the payment is due until payment is made, with the first payment due on the 16<sup>th</sup> day following the date the payment is due.
- g) **Production Guarantee** Notwithstanding Article A516a), the Producer shall not be required to post as security a cash bond, or letter of credit, but shall instead be entitled to provide ACTRA with a Production Guarantee from an Approved Production Guarantor in the form set out in Appendix 6, provided that the Production Guarantee is accompanied by a Security Agreement pursuant to Article A517b), or a Distribution Guarantee (see Appendix 8) or Distributor's Assumption Agreement (see Appendix 9) from an Approved Distribution Guarantor pursuant to Article A517c). The Producer shall give ACTRA notice no later than 30 days prior to the start of principal photography of its intention to provide a Production Guarantee.

## A517 Security for Payments Due After Production

- a) A Producer may provide security to ACTRA by way of a Security Agreement, or a Distribution Guarantee or Distributor's Assumption Agreement from an Approved Distribution Guarantor (see Article A518b)), to secure of all its obligations under Part B of the IPA, including the Advance on Use or Residual Fees, Insurance, Retirement and Administration payments related to the Production, and any Use or Residual Fees.
- b) **Security Agreement** A Security Agreement shall be in the form set out in Appendix 7a. Where it is contemplated that the Production will be distributed outside of the jurisdiction in which it is produced, ACTRA may request and the Producer will provide additional Security Agreements in forms which are registerable in the jurisdictions where, in the opinion of ACTRA, the Production may be distributed. The Security Agreement provided herein shall be discharged on delivery to ACTRA of a Distribution Guarantee or Distributor's Assumption Agreement from an Approved Distribution Guarantor pursuant to Article A517c).
- c) **Distribution Guarantee and Distributor's Assumption Agreement** Only an Approved Distribution Guarantor (see Article 518b) shall be eligible to provide a Distribution Guarantee or Distributor's Assumption Agreement. A Distribution Guarantee shall be in the form set out in Appendix 8, and a Distributor's Assumption Agreement shall be in the form set out in Appendix 9. The Distribution Guarantee or Distributor's Assumption Agreement shall be terminated on delivery to ACTRA of a Security Agreement pursuant to Article A517b) or a Distribution Guarantee or Distributor's Assumption Agreement from another Approved Distribution Guarantor.

## A518

- a) An Approved Production Guarantor shall mean an entity:
  - i) which the CFTPA or APFTQ confirms by written notice to be a member in good standing;
  - ii) which has maintained a permanent active entity with established offices and staff for the previous 4 years, and has produced or financed the production of at least 4 theatrical motion pictures or 26 hours of television under this agreement or its predecessors; and
  - iii) which has had a good track record for payment of ACTRA members, excluding minor infractions.
- b) An Approved Distribution Guarantor shall mean an entity:
  - i) which has maintained a permanent active entity with established offices and staff for the previous 6 years, and has produced or financed the production of at least 8 theatrical motion pictures or 52 hours of television under this agreement or its predecessors;
  - ii) which has had a good track record for payment of ACTRA members, excluding minor infractions; and
  - iii) which is up to date in its reporting obligations to ACTRA and payments to ACTRA members.
- c) Should status as an Approved Production Guarantor or Approved Distribution Guarantor (provided that such Approved Distribution Guarantor is a party to this Agreement) be denied, a timely request having been made, the Producer shall have recourse to the following appeal procedure:

- i) ACTRA shall meet with the Producer within 5 business days of denial of a request;
  - ii) an appeal committee shall be formed which will consist of the National Executive Director of ACTRA and a representative of the CFTPA or APFTQ;
  - iii) should there be no consensus at this meeting, in the case of a Production Guarantor, the Producer shall post the cash bond or letter of credit required by ACTRA as a gesture of good faith pending the outcome of presenting its case in front of the Joint Standing Committee as set out in Article A10 of the Performer Agreement; and in the case of a Distribution Guarantor, ACTRA shall be entitled to retain the security which it holds pending the outcome of the Joint Standing Committee.
  - iv) should the Joint Standing Committee rule in the Producer's favour, ACTRA will immediately return the cash bond or letter of credit, with interest if applicable, and accept the alternative security payment agreed to by the Joint Standing Committee.
- d) A list of Approved Production Guarantors and a list of Approved Distribution Guarantors shall be updated on a regular basis and shall be available from ACTRA and Associations' offices.

#### **A519 Purchaser's Assumption Agreement**

- a) If the Producer sells, assigns, or otherwise disposes of any Production produced under this Agreement or any rights thereto, to a party other than a Distributor (in which case Article A520a) will apply), the Producer shall not be relieved of any of its obligations for payments due under this Agreement, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (the Purchaser) assumes the obligations for such payments by a Purchaser's Assumption Agreement in the form contained in Appendix 10, 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 Producer 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.

#### **A520 Distributor's Assumption Agreement**

- a) If the Producer, its successors and assigns, licences, sells, disposes or otherwise conveys any distribution rights in a Production produced under this Agreement, the Producer shall use its best efforts to obtain a Distributor's Assumption Agreement. In respect of any outright valid sale or conveyance hereunder, (i.e. a disposition, the terms of which, do not include a requirement to report revenue to a Producer) a Distributor's Assumption Agreement is a condition precedent to said sale or conveyance. The said Agreement shall be in the form attached as Appendix 9.
- b) Upon seeking the approval of ACTRA to an assignment, licence, sale, disposition or conveyance of distribution rights, the Producer 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 Producer shall not be relieved of any of its obligations for payments due under this Agreement, unless the distributor to whom the distribution 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 9, and ACTRA approves the assumption in writing. ACTRA's approval shall not be unreasonably withheld.

**A521 Injury to a Performer** The Producer shall advise ACTRA at the earliest opportunity of any injury to a Performer on set or on location.

**A522 Indemnity to Performer** The Producer shall indemnify the Performer against all legal costs and any judgement arising out of a performance based upon a script supplied to the Performer by the Producer and performed by the Performer as directed by the Producer, provided the Performer cooperates with the Producer in both notifying the Producer of any threatened action and of the commencement of any proceedings, and in the defence of any action; and further provided that the Performer makes no admission of liability without the prior authority of the Producer.

**A523 Provision of Video** If requested by ACTRA in writing, the Producer shall provide to the local ACTRA office, (in a timely manner, but in any event no earlier than the date on which the Production is first broadcast in Canada) a video cassette recording of the Production at ACTRA's sole cost and expense. ACTRA shall only utilize such video for internal purposes and such video shall not be duplicated or provided to any person (whether an employee or otherwise affiliated with ACTRA) except as required to administer this Agreement.

## **A6 - OBLIGATIONS OF ACTRA AND PERFORMERS**

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

**A602 Professional Conduct** 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 jeopardizes the day's production, the member or members, subject to the Grievance procedure, may be found to be in breach of this Agreement and may be directed by a Joint Standing Committee or by a duly-appointed Arbitrator to provide compensation.

**A603 Failure to Fulfil Engagement** When a Performer does not fulfil a contracted engagement which causes a cancellation, postponement or a delay of production, subject to the Grievance procedure the Performer may be required to forfeit the Performer's fee, except where the Performer's failure to fulfil such an engagement is caused by illness (subject to Article A1909) or other reason beyond the control of the Performer.

Certification of illness must be supplied if requested by the Producer. The Producer shall not withhold any of the Performer's fee pursuant to this Article, but may pay the disputed amount to ACTRA, in trust, pending the determination of the Joint Standing Committee of whether there has been a breach of the contract by the Performer. The Joint Standing Committee will meet within 7 days of a dispute arising under this Article.

**A604 Performers to Report** Performers shall report to the Producer 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 in A514 and shall ensure that a representative of the Producer also signs the same record. In the event of a dispute, the Performer shall report such dispute to an ACTRA steward or the nearest local ACTRA office. Should the Producer require the services of the Performer for a further period of time, the Performer shall accept such further engagement, provided it does not conflict with some previously arranged engagement.

**A605 Appointment of Steward** 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.

**A606 Performer's On-set Obligations** A Performer shall at all times report to the set or location ready to work at the time of his Call. The Performer is required to know the Performer's lines of the scenes listed on the Performer's call sheet at the time of arriving on the set or at the location. Performers will at all times comply with the reasonable requests and instructions of the Producer or its representative. The Performer will be reasonably familiar with the terms of this Agreement.

**A607** A Performer shall identify to the ACTRA Steward any perceived breach of this Agreement in order that the ACTRA Steward may give the Producer the opportunity to respond to such perceived breach at the earliest opportunity in the spirit of this Agreement.

**A608 Injury Reports** The Performer must advise the Producer at the earliest opportunity of any injury and or any inability to fulfil contracted obligations.

## **A7 - QUALIFICATION OF PERFORMERS**

**A701 Preferential engagement of 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 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 for the first week of production on any Production for which the Performer is engaged. For the second and each subsequent week for which Performer is engaged, a work permit fee of \$65 shall be paid by the Performer.
- b) Other Performers (except Performers in Background Performer categories) who are Canadian citizens or landed immigrants shall pay \$105 for the first week of



production on any Production for which the Performer is engaged. For the second and each subsequent week, a work permit fee of \$45 shall be paid by the Performer.

- c) Subject to the other provisions of this Article, when a work permit is issued to a Performer who is not a Canadian citizen or landed immigrant and not a member of ACTRA, the fee for such work permit shall be \$225 for the first week and \$175 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 A701a), b) and c) is understood to be 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**

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

**A704 Long Form Productions** For the purposes of Articles A704 and A705, Long Form Production means a Production (excluding a Variety Production) of 75 minutes or more, and Canadian Performer means a Performer who is either a citizen of Canada or a permanent resident of Canada.

The following procedures shall govern the issuance of work permits for non-Canadian Performers in Long Form Productions:

- a) i) 1 non-Canadian may be engaged for a Long Form Production, and
  - ii) A 2<sup>nd</sup> non-Canadian may be engaged only if a Canadian Performer receives billing that is not less than the 2<sup>nd</sup> most prominent cast billing, and such Canadian Performer is one of the two highest paid Performers in the cast.
- b) Notwithstanding the provisions of A704 a), ACTRA recognizes that it may be necessary in certain Long Form Productions for the Producer to allocate billing to one Performer and compensation to a different Performer. In such circumstances, the Producer may make application to the National Executive Director of ACTRA for

consideration of such requirements. The application shall include the script, proposed Roles, billing and compensation for the Canadian Performers named in the application and such other documentation as may reasonably be required by the National Executive Director. All required documentation and the oral submissions, if any, from the applicant shall be confidential communications. The decision of the National Executive Director shall be made and communicated to the applicant as promptly as possible in the circumstances.

- c) Additional work permits may be issued for Performers in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. ACTRA agrees that such work permits shall not be unreasonably withheld.
- d) In the event the production of a Production requires one or more Roles for which an unusual physical skill or physical attribute are necessary and such requirements cannot be filled by the application of the above provisions, application may be made to the National Executive Director of ACTRA for additional work permit(s). It is understood that such an application shall not be considered if the Producer has not made reasonable efforts to comply with A704 a).

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

- a) **Variety Special or Series** The total number of permits issued to non-Canadian Performers shall not exceed 50% of the contracted Principal Performers, Variety Principals or Specialty Acts. Non-Canadian Performers shall not be engaged in any other performance category.
- b) **Single Drama Production (other than a Long Form Production)** The total number of work permits shall not exceed 50% of the Principal Performers to a maximum of 2 per Production. Non-Canadian Performers shall not be engaged in any other performance category in the Production.
- c) **Drama Series** For continuing Roles in a drama Series, the number of permits issued to non-Canadian Performers shall not exceed 1 in 4 of the total number of Principal Performers contracted for the Series. With regard to "special guest stars", the Series total of non-Canadian talent engaged shall not exceed 50% of the total number of "special guest stars" contracted.
- d) **Quiz, Panel and Game Shows** In no case shall the Host (Article A311) be a non-Canadian Performer. No more than 1 Performer in 4 of the regular panel may be a non-Canadian Performer. Contestants or guests will be issued work permits.
- e) **Talk, Interview and Public Affairs Programs/Series** The engagement of non-Canadians shall be limited to guest appearances. Non-Canadians shall not be engaged as Hosts, except for public affairs Programs / Series in which specialized or expert knowledge is required.
- f) Additional work permits may be issued to Performers in television Productions or Series in a work category other than Principal Actor where the Performer's

engagement is entirely outside Canada. ACTRA agrees that such work permits shall not be unreasonably withheld.

**A706 Co-Productions** Where a Production is a co-production governed by an Official Co-production Treaty between Canada and another country (or countries), the application of A704 or A705 may be subject to the terms of the relevant International Co-production Treaty.

**A707 Non Canadian Content Productions** In the event that an entirely privately financed Production which meets the following criteria is to be produced in Canada, the foregoing provisions of A704 or A705 may be modified by ACTRA. In such instances:

- a) the Producer shall be required to provide ACTRA prior to commencement of production with information and supporting documentary evidence which establish that:
  - i) the Producer has not and will not apply for certification of such Production by CAVCO or Canadian Content under the CRTC;
  - ii) neither Telefilm Canada nor any provincial film funding agency, or their successor organizations have any direct or indirect financial participation in the Production; and
  - iii) no Crown agency or corporation and no public institution has participated in the Production either in the form of a financial participation or by the provision of production facilities or personnel.

Productions which receive federal and/or provincial production services tax credits may benefit from the provisions of this Article.

- b) the Producer will be specifically required to provide ACTRA with a written undertaking that neither the Producer nor any agent or representative of the Producer shall at any time apply for certification by CAVCO or as Canadian Content by the CRTC or to use any other instrument of Canadian tax policy in respect of the Production to which a so called Canadian Production would otherwise be entitled. ACTRA shall file a copy of such written undertaking with CAVCO and the CRTC and with any other relevant body.
- c) the Producer agrees to undertake best efforts to engage Canadian Performers in all Roles in the Production.

**A708 Modification of Limitations** The limitations on the engagement of non-Canadian Performers in all Productions, as set out in this Article A7, may be modified by ACTRA in the case of Productions where non-Canadian financiers or licensees contribute, in the aggregate, at least 1/3 of the gross Production budget, and in which the engagement of non-Canadian Performers is a condition of such investment or license, or where there are health and safety considerations. A Producer seeking to take advantage of Article A708 shall make written submissions to ACTRA as soon as possible. Such written request shall contain evidence that the Production meets the criteria of Article A707, and may also contain other documents and explanations concerning the requirements of the Production. ACTRA will respond to such request for a modification, within 5 business

days of the request being submitted by the Producer and such response shall include brief reasons for ACTRA's decision. A copy of the decision will be sent to the Association.

A709 In the event that the Producer wishes to dispute ACTRA's decision as set out in Article A708, the Producer has the right to challenge such decision on the grounds that it is not reasonable or not in keeping with standard industry practice, by filing a Notice of Objection ("Notice") which shall set out the particulars upon which the Producer relies in challenging the decision together with any relevant documentation. The following procedure shall be followed in dealing with such dispute:

- a) The Notice shall be sent by fax or delivered by direct courier to the local ACTRA office, and the relevant Producer Associations.
- b) The parties agree to name a special Arbitrator or Arbitrators who shall deal with disputes concerning the application of Article A708. Such Arbitrator(s) shall have familiarity with the film industry but not be affiliated with any of the parties to the dispute. If the parties are unable to agree upon an Arbitrator, either party shall have the right to request the Federal Minister of Labour name a special Arbitrator to deal with such disputes until such time as the parties have been able to agree on such special Arbitrator(s).
- c) ACTRA shall be allowed 5 business days from receipt of the Notice, in which to file a response ("Response"), outlining its position together with any relevant documentation.
- d) The parties shall endeavour to settle all outstanding issues arising from the Notice and Response within such 5 business days. Failure to reach a settlement shall entitle the Producer to refer the matter to final and binding arbitration, which shall be governed by the provisions of Appendix 11, unless otherwise provided in this Article.
- e) In the event the Producer wishes the matter referred to Arbitration, the Notice together with the Response shall be sent to the Arbitrator agreed upon by the parties or named as set out in sub-paragraph b). Each party shall have the right to submit any relevant documentary evidence including affidavit evidence together with their submissions.
- f) The Arbitrator shall conduct a viva voce hearing only if he is satisfied that the issues cannot be fairly dealt with absent such viva voce hearing. The Arbitrator shall hold any hearing within 5 business days of the matter being referred to Arbitration, and the Arbitrator shall render his or her decision within 2 business days of such hearing.
- g) The parties agree that time is of the essence with respect to the issues arising in this Article A709 and agree that the time lines herein contained can only be extended with the written consent of both parties.

## **A8 - CONDITIONS OF ENGAGEMENT**

A801 **Booking Notice** Upon Booking, Performers shall be given specific notice of the part to be played, wardrobe requirements, date(s), time and place of production and a work schedule. The Booking, except for Background Performers, shall be confirmed in writing by means of a completed contract which shall specify all terms of the agreement

including, but not limited to definite date(s) and fee(s). Such confirmation shall be made within 5 days of the Booking whenever possible. In the event the Producer is unable to confirm the Booking within 5 days, the Producer shall arrange with the nearest ACTRA office for the extension of such confirmation.

A802 The Producer shall not require Performers (except for Background Performers) to commence work on a Production prior to such Performers having executed a contract with the Producer. The Producer shall not submit a contract to a Performer without having first applied the Producer's signature.

A803 The Performer shall be provided with a contract at least 48 hours prior to the commencement of work. Where exceptional circumstances dictate, the Producer may apply to the local ACTRA office for relief from the provisions of this Article. The Performer shall return a fully executed copy of the contract to the Producer the earlier of 48 hours of receipt or commencement of rendering of services. The Producer shall file a copy of each contract with the local 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 Producer.

A804 **Standard Contract Forms** Performer's written contracts shall include the information required in Appendix 12 of this Agreement. The Performer and the Producer shall each retain an original of such contract. The Producer shall file a copy of each such contract with the local ACTRA office.

A805 a) The Performer Contract (Appendix 12) shall be completed in full and if the Producer has chosen the Prepayment Option pursuant to Article B501a), the contract shall contain the basic rate of Performer compensation expressed in dollars as a daily fee, exclusive of the amount of the Prepayment of Use Fees, which shall be shown as a separate item.

b) If the Producer has chosen the Advance Option pursuant to Article B501b), for any Performer who is paid an all-inclusive fee (i.e. a fee which includes a base fee, Advance, and amounts to which the Advance does not apply), the Advance shall be calculated as follows:

All amounts to which the Advance does not apply (see Article A426(b)) shall be deducted from the total all-inclusive fee, either at minimum or at a rate which has been negotiated. The balance shall be the amount on which the base fee and Advance shall be calculated.

e.g. A Performer is paid an all-inclusive fee of \$16,000 and the Advance is 50%. The amounts which do not attract an Advance total \$1000. The calculation is therefore:

\$16,000	all-inclusive fee
<u>- 1,000</u>	amounts which do not attract Advance
\$15,000	base fee plus Advance

i.e. \$10,000	base fee
\$ 5,000	Advance

A806 **Conflict of Interest** The Producer shall, as a condition precedent to hiring a casting director, or other person responsible for hiring Performers, require the said casting

director, or person to execute a Statutory Declaration in the form attached as Appendix 13, and deliver an executed copy of the said Declaration to ACTRA.

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

A901 During the life of this Agreement, ACTRA undertakes to not call or direct a work stoppage against any Producer, except where the Producer has been declared unfair.

A902 **Producer's Refusal to Abide by or Follow Grievance or Arbitration Procedure or Decision** Where a Producer does not abide by, or declares its intent not to abide by the Grievance or arbitration procedure, or refuses to comply with a decision rendered pursuant to Article A10 by a Joint Standing Committee or an Arbitrator, ACTRA may declare such Producer an Unfair Producer upon 10 days notice to the Producer concerned and to the Producer's Association, and instruct the members of ACTRA or members of another ACTRA Guild not to work for such Producer.

### **A903 Producer Failure to Meet Payroll Obligations**

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

A904 Performers shall not be required to work for a Producer declared Unfair by ACTRA prior to the revocation of such declaration.

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

## A10 - GRIEVANCE AND ARBITRATION PROCEDURES

### A1001 The Grievance Procedure

- a) Any party exercising its rights under the provisions of the Agreement does so without prejudice to its relations with the other parties.
- b) A *Grievance* is defined as a difference between the parties arising out of, or in connection with the administration, interpretation, application, operation or alleged violation of any provision of this Agreement, or any deal memorandum or contract between a Performer and a Producer, including a question as to whether a matter is arbitrable. All Grievances shall be resolved in accordance with the procedures set out in this Article.
- c) The parties acknowledge and agree that the timely and prompt settlement of all disputes between the parties should be encouraged and that therefore any dispute may be settled at the time of its occurrence by ACTRA Steward and the authorized representative of the Producer, without recourse to the formal Grievance Procedure.
- d) The Performer must advise ACTRA within 30 days of the date on which the Performer becomes aware or ought to have become aware of the act or omission giving rise to the Grievance. A party may initiate a Grievance only within 60 days of the date on which that party becomes aware or ought to have become aware of the act or omission giving rise to the Grievance.
- e) A Grievance shall be considered initiated when the initiating party (the "Grievor") sets forth in writing the facts giving rise to the dispute, the relevant articles of the Agreement or the individual contract, and the remedy sought, and delivers the Grievance to the other party to the Grievance (the "Respondent") and to the organization to which the Respondent belongs.
- f) In all cases concerning a Performer, ACTRA as the exclusive bargaining agent for Performers covered by this Agreement, will be considered the Grievor or the Respondent, as the case may be. The Association to which the Producer belongs shall be advised by the Grievor. When the Producer is not a member of one of the Associations, the Grievor shall advise all of the Associations.
- g) ACTRA or the Associations, as the case may be, shall notify forthwith the other parties to this Agreement of the Grievance and provide each with a copy of the Grievance. A representative of ACTRA, a representative of the Associations, designated by the Associations, the Producer or its duly authorized representative, and the Performer or his representative shall meet within 5 business days to attempt

to settle the Grievance informally.

- h) 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 on a without prejudice basis of those issues in order to achieve a fair and workable settlement.
- i) The persons present at the Grievance Meeting shall have the authority to settle the Grievance. The settlement, if any, shall be noted in writing and signed by those attending the Grievance Meeting, each of whom shall receive a true copy of the terms of the settlement. A copy shall be sent to each of the Associations and to ACTRA. Such settlement shall be binding on all parties, including without limitation, the Performers.
- j) In the event that attempts to settle the Grievance matter have not resulted in a satisfactory settlement of the Grievance, any party to the Grievance may, within 5 business days following the Grievance Meeting, give written notice to the other parties attending the Grievance Meeting and to the Associations, referring the Grievance to the Joint Standing Committee, or, in the discretion of the Referring party, directly to Arbitration. If the Referring party refers the matter to the Joint Standing Committee and the Responding party wishes to have the matter referred to Arbitration (instead of the Joint Standing Committee) said party shall have the right within 5 business days from receipt of the notice, to refer the grievance to Arbitration.

#### A1002 **Joint Standing Committee**

- a) The Joint Standing Committee shall convene, at a time and place to be agreed by ACTRA and the Associations, within 15 business days of the receipt of the said notice.
- b) The Joint Standing Committee shall consist of a panel, not fewer than 4 and not more than 6 representatives of the Associations and ACTRA. ACTRA and the Association shall have equal representation on the Committee.
- c) The relevant Associations shall appoint representatives of the Producers (who are listed or deemed to be listed in Appendix 1). No one appointed to the Joint Standing Committee shall have been involved in the Grievance prior to appointment to the Joint Standing Committee. The Associations shall advise ACTRA as to the number of representatives to be appointed to represent the Associations. ACTRA staff and employees of the Associations shall not be appointed to a Joint Standing Committee.
- d) At least 3 business days prior to the Joint Standing Committee hearing, the parties to the Grievance shall present all documents, including all correspondence to which they intend to refer during the course of the meeting; moreover, they shall inform ACTRA and the Associations of any witnesses they intend to call.
- e) The Joint Standing Committee shall appoint a chairperson from among themselves. The Joint Standing Committee may establish its own procedures and guidelines for the hearing, including the recording of minutes or notes. The Joint Standing



Committee shall be governed by the following principles:

- i) all parties shall have full opportunity to be heard;
  - ii) no party shall be surprised by evidence or facts adduced before the Joint Standing Committee; and
  - iii) the Joint Standing Committee may recognize industry practices where reasonable to do so under the circumstances.
- f) When the Joint Standing Committee is satisfied that it has heard fully from the parties to the Grievance, the Joint Standing Committee shall dismiss the parties in order to consider and render its decision.
- g) The Joint Standing Committee shall not have the authority to amend, modify, add to, or delete any provision of this Agreement.
- h) All decisions of the Joint Standing Committee shall be in writing and shall be signed by the members of the Committee. A copy of the decision shall be sent to all of the parties to the Grievance. A majority decision of the Joint Standing Committee shall be binding on all parties to the Grievance, including without limitation, the Performers.
- i) If the Joint Standing Committee fails to reach a majority decision, either party to the Grievance may, within 5 business days of the date the decision of the Committee is delivered to it, refer the matter to Arbitration, by giving notice to the other party to the Grievance, to ACTRA and to the Associations (“Arbitration Notice”).

### **A1003 Arbitration**

- a) A grievance which has been referred to Arbitration by Arbitration Notice, shall be heard by a sole Arbitrator who shall be selected from a list of 5 Arbitrators listed on one of the following 3 panels. A list of the Arbitrators on each panel shall be available from the ACTRA and Associations’ offices:
- (i) where the majority of the production takes place in Ontario or east of Quebec;
  - (ii) where the majority of the production takes place in Quebec; or
  - (ii) where the majority of the production takes place west of Ontario.
- b) During the term of this Agreement, the parties may mutually agree to substitute any Arbitrator on this list for another Arbitrator agreeable to the parties. The Arbitrators shall be listed in alphabetical order.
- c) The party referring the grievance to Arbitration shall remove 2 names from the list of Arbitrators provided in paragraph a) and the party responding shall remove an additional 2 names from the list, and the name of the arbitrator remaining shall be the arbitrator selected to hear the grievance.
- d) If the Arbitrator so selected is unable to convene a hearing within 21 business days of being contacted then, at the request of either party, the remaining arbitrators will be contacted in alphabetical order until one of them is found who can convene a hearing within 21 business days of being contacted. If none of the arbitrators contacted are able to convene a hearing within 21 business days of being contacted,

then the arbitrator who can convene a hearing within the shortest period shall be the arbitrator selected.

- e) By mutual agreement ACTRA and the Association concerned may each appoint 1 additional Arbitrator who has knowledge and or experience with respect to the film industry and the 2 Arbitrators so appointed together with the Arbitrator selected from the list in paragraph a) of this Article shall form a 3 person Board of Arbitration who shall hear the case. The term Arbitrator in this Agreement shall include a Board of Arbitration appointed under this provision.
- f) Nothing herein shall prevent the parties to the grievance from mutually agreeing upon the appointment of an individual who is not listed in Article A1003a) to act as the Arbitrator.
- g) The Association representing the Producer, if any, shall be an interested party and shall be entitled to participate in the hearing of the matter.

#### **A1004 The Arbitration Process**

- a) The Arbitrator shall have all necessary powers to determine the real issue in dispute according to the merits and, if appropriate, award monetary payments, adjustments, or damages consistent herewith.
- b) The Arbitrator has exclusive jurisdiction to exercise the powers conferred upon him by the provisions of this Agreement and to determine all questions of fact and law that arises in any matter before him. The finding of an Arbitrator as to the facts and as to the meaning or violation of the provisions of the Agreement shall be conclusive, final and binding on all of the parties, including without limitation, the Performers. The Arbitrator shall not have the power to amend, modify add to or delete any provision of this Agreement, or any part thereof.
- c) In order to encourage settlement of the dispute and, with the agreement of the parties, the Arbitrator may use mediation, conciliation or other procedures at any time during the arbitral proceedings.
- d) The cost, fees and expenses of the Arbitrator shall be shared equally by the Grievor and the Respondent unless otherwise ordered by the Arbitrator pursuant to this provision. The Arbitrator may, in appropriate circumstances, order one party to reimburse the other party for their:
  - i) respective costs, provided that the maximum recoverable counsel fee at the hearing shall be \$1,000 per full day of hearing;
  - ii) share of the Arbitrator's fees, either in whole or in part.
- e) The decision of the Arbitrator shall be issued in writing to the parties to the dispute, and to the Associations and shall be conclusive, final and binding on the parties, including without limitation, the Performers.
- f) Upon the mutual agreement of the parties, the Arbitrator shall be entitled to deliver an oral or bottom line decision forthwith or as soon as practicable after the completion of the hearing, and postpone the issuance of the arbitration award.

- g) Any time limits prescribed in this Article A10 may be extended by mutual agreement of the parties to the Grievance and the Associations. An Arbitrator may extend the time for the taking of any step in the Grievance & Arbitration Procedures despite the expiration of the time, where the Arbitrator is satisfied that there are reasonable grounds for the extension and that the Responding Party will not be substantially prejudiced by the extension.

## A11 - WORK DAY FOR PERFORMERS

- A1101 **Work Day** Subject to A1501, the work day shall consist of 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, transport is arranged (if transport is contractually required and has been requested), and the Performer is actually able to leave the set.
- A1102 **Calendar Day** A work day starting on one calendar day and continuing into the next, shall be deemed to be 1 work day, namely that on which work started.
- A1103 **Night Shoots** The Performer must receive prior notice of scheduled night work (i.e. Call between 19h00 and 06h00).

## A12 - OVERTIME

- A1201 Any time worked by a Performer in excess of 8 hours in any 1 day shall be paid at the rate of 150% of the Performer's contracted hourly rate, and in excess of 12 hours at the rate of 200% of the Performer's contracted hourly rate. Periods of  $\frac{1}{4}$  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 6 consecutive days, the Performer shall be paid for the 6th day at 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 7 consecutive days, the Performer shall be paid for the 7th day at 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 300% of the Performer's contracted hourly rate.

## A13 - REST PERIODS

- A1301 **Rest Between Days (Turnaround)** There shall be a rest period of not less than 11 hours between the end of one work day and the beginning of work on the next day (i.e. from set to set). If a Performer is required by the Producer to report for work within such 11 hour period, the Performer shall be paid for such hours at the rate of 200% of such Performer's contracted hourly rate.
- A1302 **Rest Periods** There shall be at least a 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 10 minutes rest in each hour during which they shall not be required to perform any physical action. However, consultation and planning may take place during such rest.

## A14 - MEAL PERIODS

A1401

- a) **Meal Period** Each Performer shall be provided a meal period of 1 hour not later than the completion of the first 6 hours of work, calculated from the first Call for the Performer. When the Performer's Call is for make-up or wardrobe, the 6 hour period of work shall commence from such Call. In the event that the first meal break of the day is called on or before the completion of 5 hours work, there will be no requirement for a Substantial Snack to be served. If the meal break is called after 6 hours a Substantial Snack shall be served. Meal periods shall not be considered as time worked and shall not be paid. Subsequent meal breaks will be called no later than 6 hours after the resumption of work, except as modified in A1404.
- b) **First Meal Break** At the Producer's option, the first meal break may be ½ hour in length, in which case the meal break shall be paid and considered to be part of the work day. In this case, it shall be the Producer's responsibility to provide the meals at the Producer's expense on the set.
- c) The Producer may at its option call for a non-deductible first meal for Performers whose Call time is prior to that of the crew, in which case the next meal break will be 6 hours from the general crew call.

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

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

A1404 There shall be a meal period of at least ½ hour after each 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 200% of the Performer's contracted hourly rate (calculated in ¼ 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** Each Producer, with 24 hours notice to ACTRA, may institute a "Plateau Continu" system which consists of:

- (i) An 11 hour period of elapsed time commencing with the general crew call and ending after camera wrap, which includes 1 hour of paid meal period before work begins; or includes ½ hour paid meal period before the shift begins and 2 x 15 minute paid breaks during the rest of such 11 hour period.

- (ii) This 11 hour work period shall be paid for as 11 hours worked. All work shall be paid as required by Article A12 of this Agreement.
- (iii) Any Producer which institutes Plateau Continu will provide a continuing hot buffet accessible to the Performers.
- (iv) Meal penalties shall apply if work continues past 11 hours of elapsed time commencing with the 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 Producer's responsibility to provide the meals at the Producer's expense on the set. It is understood that "snacks" (i.e. soft drinks and hot dogs, etc.) do not constitute a proper meal.

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

A1501 **Time for Make-up, Hairdressing, etc.** When a Performer is required to report for make-up, hairdressing, wardrobe or fitting, immediately prior to the Performer's Production Call, the following conditions shall apply: a maximum of 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 15 minutes shall be considered as part of the regular 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 \$62.50 / \$63.75 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 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 Producer.

### **A16 - WARDROBE**

A1601 **Regular Wardrobe** Where the Producer requires the Performer to supply in excess of 2 changes of clothing in any Production, the Performer shall be compensated at the rate of \$15 per week per change in excess of 2. All formal or specialty wardrobe (i.e. tuxedo, formal gowns, clown uniforms etc.) shall be compensated at the rate of \$25 per costume per week. The Producer may not specify wardrobe requirements as a condition of engagement.

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

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

A1604 **Laundering** All wardrobe supplied by 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 Producer requires the Performer to travel by alternative means. Travel time shall be calculated from door to door or from central point to central point as agreed between ACTRA and the Producer.

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

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

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

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

- a) Actual transportation expenses which a Performer is required by the Producer to incur on scheduled carriers covering economy air, first class rail fare or such other transportation as bus, taxi or limousine, and the actual costs of reasonable and appropriate accommodations;
- b) An kilometrage allowance equal to the Canadian Automobile Association National average as of the first day of the calendar quarter preceding the first day of principal photography (see Website [www.caa.ca](http://www.caa.ca)) if the Performer is required to use the Performer's own automobile;
- c) All rental or leasing costs where the Performer is required by the Producer to lease or rent a vehicle;

- d) All costs for taxi, limousine or other transportation which the Performer is required by the Producer to use in order to get to and from the destination required by the engagement;
- e) A per diem allowance of \$65 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 producer, the per diem allowance may be reduced in the following manner:

Breakfast \$15

Lunch \$20

Dinner \$30

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

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

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

A1708 When the Performer is required to fly by regularly-scheduled carrier, and where flight insurance is available to the Performer, the Producer shall reimburse the Performer, upon presentation of a receipt, the cost of securing flight insurance with a death benefit of \$250,000.

A1709 Suitable and appropriate transportation (i.e. a Production vehicle or taxi) will be provided to Performers who require accommodation due to a disability, or if there are circumstances which warrant the provision of such transportation.

## A18 - HOLDING CALLS

A1801 **Hold Over on Location** In the event the Producer requires a Performer to be on location on a day or days either prior to or following a contracted day of work in any one engagement, the Performer shall be paid 50% of the Performer's contracted daily fee for the first 2 such days and 100% of the Performer's contracted daily fee for each such subsequent day; provided that 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 A17, e.g. per diems) when Performers are on Distant location during the normal one-day or two-day weekly rest period (also known as "Production down days").



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

## A19 - CANCELLATIONS AND POSTPONEMENTS

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

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

A1903 **Series Production** Conditions for cancellation of a Series shall be the same as a single Production except that notice of cancellation to a Performer engaged for more than a single Episode but less than 26 Episodes shall be not less than 3 weeks and notice of cancellation to a Performer engaged for 26 or more Episodes in a Series shall be not less than 4 weeks. Failure by the Producer to provide notice as stated above shall make the Producer liable for all time contracted in the 3 and 4 week notice period referred to in the preceding sentence. Except as provided elsewhere in this Agreement (see Article A2901), a Performer may cancel out of a drama Series or drama Serial Production provided written notice of the Performer's intent to cancel is given to the Producer at least 8 months prior to the effective date of the cancellation. Notice shall be deemed to have been given if sent by registered mail to the last known address of the Producer.

A1904 **Remounting** Where a cancelled Production is subsequently remounted within a period of 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 12 month period, the Producer has no obligation to the original Performers.

A1905 **Performer's Engagement** If the Producer cancels a Performer's Booking or engagement on a Production which is subsequently produced, such Performer shall be paid in full the Performer's Contracted Fee(s), except where the cancellation occurred by reason of insubordination or misconduct of a serious nature.

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

- a) If the notice of change is given to the Performer less than 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) If the notice of change is given to the Performer less than 36 hours before the hour scheduled for work to commence, the Performer shall be paid 50% of the Contracted Fee for the original day.
- c) If 36 or more hours notice has been given, no payment to the Performer shall be required for the original day.

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

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

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

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

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

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

- a) if the cancelled day is not rescheduled, the Performer shall be paid 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 50% of the Contracted Fee for such rescheduled day, or,
- c) if the cancelled day is rescheduled for a day on which the Performer has a prior Booking, the Producer shall:
  - i) excuse the Performer so that the Performer may fulfil the previous commitment, or,

- ii) compensate the Performer to the extent of loss should the Performer be able to withdraw from the conflicting engagement.

## **A20 - WORKING ENVIRONMENT**

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

- a) Performers may refuse to commence work at any set or location where the Producer fails to provide the following facilities:
  - i) a supply of pure drinking water;
  - ii) a suitable seat for each Performer during rest periods;
  - iii) a stretcher or a cot of a type suitable for use as a stretcher;
  - iv) dressing room facilities where male and female Performers may separately change their clothing in privacy and comfort. No Performer may be asked to change in a public washroom (unless it is closed to the public at the time the Performer is required to change) or in unsanitary facilities;
  - v) separate dressing room facilities for Minors of each sex;
  - vi) a place (such as a locker room, dressing room with locks, or a secure area with facilities for checking personal belongings) for the proper safekeeping of the Performers clothing during working hours;
  - vii) clean and accessible toilets and washrooms.
- b) The Producer shall, where possible, provide for the exclusive use of Performers, clean and comfortable facilities (such as dressing rooms in studios and either trailers or Winnebagos on location) with reasonable temperature and adequate amount of space and an easily accessible smoke-free area.
- c) The Producer shall be responsible for damage to or loss of the Performer's wardrobe or property required by the Producer, unless the facilities described in Article A2001(a)(vi) 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 24 hours after the end of the work day.

**A2002 Safety Provisions - Dancers** In no event shall any Dancer be asked or assigned to rehearse on unsafe floors, concrete, stone, or similar surfaces unless the surface is covered in such a manner as to result in a resilient dancing surface except on "camera day" when the requirements of the production make use of such non-resilient surfaces unavoidable. It is understood that the Producer may request that ACTRA waive the above provisions which address non-camera day rehearsal when it is deemed that such precautions are not necessary for the style of dancing to be performed, such as the minuet.

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

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

A2005 The Producer shall provide either transportation or an escort to the nearest public transportation when a Performer completes a Call between the hours of 22h00 and 6h00.

## A21 - UPGRADING

A2101 When a Performer is upgraded in category during the course of production, (except as provided in Article C405; i.e. Background Performers upgraded in a Background Performer category), the Performer shall receive payment in accordance with fees and rates for the higher category of performance for the entire period of the engagement in the same Production 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 50% of the day's total Net Fee for each day on which the additional category is scheduled and/or performed. The foregoing may not apply in the case of live pick-up of stage productions under the jurisdiction of Canadian Actors Equity Association (see A3101).

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

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

**A23 - OTHER DUTIES**

**A2301 Additional Services** When a Performer is required to provide additional services such as contacting other Performers, arranging for Auditions, arranging for Rehearsals, etc., such Performer shall report to the Producer and to the steward the amount of time involved. Such time shall be paid for at a rate not less than the Performer's minimum hourly rate for the Performer's 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 Production in which the Performer is engaged; all Performers in warm-ups and after shows shall be paid an amount of \$172.75 / \$176.25 for each engagement. The above fees shall include 2 hours included work time for each occasion. Any work time in excess of 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 1½ times the Solo Singer fee for all time spent on the engagement.

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

Category	Rate
On-Camera Performer	\$465.75 / \$475
Off-Camera Performer & Group Singers	\$234 / \$238.75

**A2306 Public Service Announcements**

a) If the requirements of paragraph c) are met, Performers are permitted by ACTRA to waive their fees payable under the terms of paragraph b).

b)

Category	Fee	Included Work Time
On-Camera Performer	\$500 / \$510	8 hours
Off-Camera Performer	\$350.50 / \$357.50	1 hour
Hourly rate in excess of included work time up to and including 8 <sup>th</sup> hour on any one day	\$62.50 / \$63.75	

Upon payment of the above fees to Performers, such Public Service Announcements may be used up to a maximum period of 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 3 years upon:

- (i) renegotiation with the Performer(s) concerned;
- (ii) the Performer(s) being recontracted; and

(iii) the Performer(s) being paid not less than 100% of the fee paid at the time of original production.

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

ACTRA shall take into account all of the above noted factors in reaching a decision as to whether to allow Performers to agree to waive all or part of their Fees. Any agreement reached in respect of the waiver of Performer fees shall be in writing.

A2307 **Interstitial - Rates:** \$236.25. / \$241 per 10 minutes of finished recording with 1 hour of included work time. \$62.50 / \$63.75 per hour additional work time.

Where the performance includes 30 minutes or more of finished recording in 1 day, a 30% discount applies.

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

A2309 A Performer may voluntarily consent to waive his 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.

## **A24 - NUDE SCENES**

Where the requirements of a Role involve nudity, the following conditions of Article 24 apply:

### **A2401 Auditions**

- a) Performers shall be advised in advance of Auditions if nudity or simulated sexual activity or love scenes of any kind are a requirement of the script.
- b) No Performer shall be required to appear nude or semi-nude until after having been Auditioned as a Performer (i.e. as an Actor, Singer, Dancer, etc.) and in any case shall not be required to disrobe in whole or in part at the first Audition.

- c) In the event that nude or semi-nude Auditions are to be held, the Producer must advise 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 body. The Performers shall not be required to perform in the nude or semi-nude at the Audition.
- f) Such Auditions will be closed and will be limited to a maximum of 5 persons who, it must be demonstrated, have a direct professional or artistic relationship to the Production and to the particular Audition. No other persons will be permitted to observe the Auditions through the use of monitors or any other device that allows observation without being present. A representative of ACTRA may be present in addition to the 5 Producer representatives.
- g) No photos, filming, taping or preservation of such 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 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 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 48 hours of said Performer's first contracted day), then the 48 hour provision may be waived but all other conditions of Article A24 apply.
- b) Performers may refuse to do anything not specified in the Performer's 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 Residual Payments or Use 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 final Rehearsal 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) Using a body double of a Performer who did not originally perform in the nude in the Production to create a nude or semi-nude scene in a Production 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. Use of a body double of a Performer is permitted where a Performer was contracted and performed in a nude or semi-nude scene in the Production and has given general consent, provided that the use of such double is limited to the general outline of the original nude scene. The Performer shall be given a right to disapprove 50% of the proposed body doubles presented by the Producer to the Performer.
- f) With the consent of fellow Performers, and with the consent of the director, the Performer may have the Performer's personal representative on the set.
- g) Where necessary to verify contractual obligations, Performers may request to view the footage at the "fine-cut" stage of a scene in which they appear nude, semi-nude or in scenes of a sexual nature. Permission to view such footage shall not be unreasonably withheld.

## A25 - RISK PERFORMANCE

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

A2502 Where it is not possible to engage a qualified Stunt Performer and other Performers are called upon to undertake a Risk Performance they may:

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



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

## A26 - STUNT PERFORMANCE & COORDINATION

A2601 **Categories** The following are the Stunt performance categories:

- a) *Stunt Performer* - a Performer specially trained and knowledgeable in the engineering of and the performance of stunt work, as the term is generally understood in the industry, relating to a performance which would be considered dangerous if not performed by a Performer with such special training.
- b) *Stunt Actor* - A Stunt Performer who is engaged to enact a character (which may include up to ten words ) and who performs Stunt work.
- c) *Stunt Double* - A Stunt Performer who only performs the physical double for the character that the Performer was assigned to double.
- d) *ND Stunt* - A Stunt Performer who is engaged to perform a non-descript Stunt or a general Stunt, which is not attributed to a specific character.
- e) *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.
- f) *Associate Stunt Coordinator* - On all Productions which qualify as Canadian content and on which a non-Canadian Stunt Coordinator is engaged (subject to Article A7), the Producer shall also engage a Canadian Performer as an Associate Stunt Coordinator, whose terms and conditions of engagement shall be no less than those specified herein for the category of Stunt Coordinator.

## A2602 Fees

- a) **Stunt Performer** The minimum daily fee shall be that set out in Article B101, Category a) (plus Residual Payments or Use Fees).
- b) **Stunt Fee** The fee for a Stunt Performer to perform a stunt shall be that set out in Article B101, Category a) plus any additional amount (stunt adjustment) which may be negotiated between the Stunt Performer and the Producer in relation to the difficulties, danger and other pertinent details regarding the stunt to be performed.
- c) **Performance of Same Stunt on the Same Day** A 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.
- d) **Stunt Actor** The minimum daily fee shall be that set out in Article B101, Category a), plus 50% only on those days in which the Stunt Actor performs the Role (plus Residual Payments or Use Fees).
- e) **Stunt Double / ND Stunt Performer** The minimum daily fee shall be that set out in Article B101, Category a), subject to Article A2201 with respect to additional categories and/or Roles performed (plus Residual Payments or Use Fees).
- f) **Stunt Coordinator** The minimum daily fee shall be that set out in Article B101, Category f) for an 8 hour day (with no Residual Payments or Use Fees and no meal or turnaround penalties). Work in excess of 8 hours shall be payable in accordance with Article A12).
- g) **Conditions for a Weekly Contract** The weekly rate as set out in Article B201 shall apply only to Stunt Performers, Stunt Doubles and ND Stunt Performers. Engagement under a weekly contract includes the performance in any 1 of the foregoing Stunt performance categories per day during a specific 5 day week. Any additional performance in any 1 day requires an additional contract(s).
- h) **Consultation for Stunt Performer** There shall be a consultation fee of \$141.75 / \$144.50 for which a Stunt Performer may be available for up to 4 hours; with additional hours thereto to a maximum of 8 hours payable at Stunt Performer's hourly rate when called by the Producer to discuss the feasibility and/or planning and/or engineering of a Stunt. The foregoing fee will not be payable on days when such a Stunt Performer is engaged to perform such Stunt.
- i) **Consultation for Stunt Coordinator** There shall be a consultation fee of \$325 / \$331.50 for which a Stunt Coordinator shall be available for 4 hours, beyond which the Stunt Coordinator shall be entitled to the daily fee.
- j) **Stunt Performer Enacting Role** Except as provided for in A2602d) 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 Producer may Audition a Stunt Performer in order to establish the suitability of the Stunt Performer for photographic reasons, or reasons relating to an acting performance. However, a Performer so Auditioned shall not be required to perform the intended Stunt on a trial basis for Audition purposes.

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

- i) The precise nature of the stunt to be performed;
- ii) The Performer's agreement to perform the stunt as specified;
- iii) The amount of the Stunt Fee for each performance of the stunt; and
- iv) The nature of the agreement between the parties concerning indemnity.

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

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

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

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

A non-scripted stunt is a stunt not called for, nor contemplated by the action in the script, and not pre-planned, pre-conceived, nor 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) Producers 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 Risk Performances. This consent shall be limited to the Stunt or activity described to the Performer at the time consent was solicited. The Performer **does not** have to consent; the Performer may always request a double.
- f) All reasonable requests and requirements for safety equipment in connection with the performance of Stunts shall be complied with by the Producer or the Producer's representatives on the set or location.
- g) Equipment provided by the Producer (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 qualified special effects person and a member of the police Emergency Task Force squad (or equivalent) on the set. All Performers rigged with an explosive device (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 Producer shall obtain and adhere to all applicable safety guidelines issued by the applicable Provincial Government Ministries. The Producer further agrees to cooperate in disseminating such guidelines and adhering to future addenda and/or changes implemented by such Ministries.

A2610 **Insurance for Stunt Performers** The Producer is obligated to provide that its General Liability Insurance policy covers Stunt Performers and Coordinators.

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, smoke, 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 the speed of the vehicle is greater than is safe for the condition of the driving surface, or when other conditions exist such as the close proximity of two or more vehicles, unusual road conditions, when obstacles or difficult terrain create conditions dangerous to the driver, passengers, film crew, by-standers or the vehicle and when off road driving other than normal low-speed driving for which the vehicle was designed occurs;
- f) When a Performer is doubled on-camera as the driver of or passenger in a vehicle for safety reasons, the Stunt Double shall qualify as a Stunt Performer.

## A27 - MINORS

A2701 **Preamble** The Parties 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 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 only to Minors, Minors are also 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 Associations may agree that the circumstances are such that any time periods or steps established pursuant to the Grievance procedure may be abridged, in order that the dispute may be resolved or breach or default be cured as soon as possible. The Joint Standing Committee shall be entitled to award damages to an aggrieved party for breach

of the provisions of Article A27 where the Committee feels such damages are warranted.

### **A2703 Conditions of Engagement**

- a) The Producer shall advise the Minor's Parent(s) at the time of engagement of the complete terms and conditions of the employment, including, but not limited to, studio, location, estimated hours 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 Producer shall furnish the Parents with a script, plus all revisions, prior to shooting.
- b) In case of night shoots, 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 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 48 hours in advance when the Minor will be asked to perform work requiring superior physical skill. In the event that 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 himself with the requirements of the Role as described in the script or otherwise disclosed to the Parent. The Parent shall be given a copy of Appendices 14 and 15. Appendix 14 and, if applicable, Appendix 15 shall be completed and delivered to ACTRA and the Producer after a Booking by the Producer but prior to the delivery of a contract to the Parent, or in the case of a Minor engaged in the Background Performer categories, prior to the commencement of work.
- b) The Parent shall disclose, in writing, any medical history or condition or any attitudinal or psychological condition of which the Parent is aware which might foreseeably interfere with, or have an impact on, the Minor's ability to carry out the Role for which the Minor is being considered.
- c) Subject to Article A2708b), 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 15) enabling the Producer to obtain emergency medical

treatment for the Minor in the event the Parent cannot be located immediately when such treatment is required.

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

- a) Subject to A2705c), the work day shall not exceed 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 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 4 hours of overtime 3 consecutive days, the Minor shall not be required to work any overtime on the immediately following day, notwithstanding that the Parent consents. Such Minors shall be given rest periods of not less than 12 hours between the end of one work day and the beginning of the next work day.
- d) For Minors under 12 years of age, there shall be a rest period of not less than 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 Producer is required to provide transportation, Minors shall leave the set within 30 minutes of the end of the Minor's working day. The Producer shall ensure that transportation home (or place of accommodation) is provided for any Minor wrapped after dark.
- f) For Minors aged 16 to 18 the overtime provisions of Article A12 shall be applicable.

**A2706 Minimum Call** The minimum call for a Minor under the age of 12 shall be 4 hours. The minimum fee for such 4 hours shall be ½ the minimum daily fees provided in B101. Where the call extends beyond 4 hours, the call shall automatically revert to an 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 20 minutes)
3 - 5:	30 consecutive minutes (minimum break 15 minutes)
6 - 11:	45 consecutive minutes (minimum break 10 minutes)
12 - 15:	60 consecutive minutes (minimum break 10 minutes)

#### **A2708 Presence of Parent**

- a) A Parent of a Minor under 16 years of age must be at the Studio or the location and accessible to the Minor 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 Producer 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 15, one copy of which shall be provided to the Producer, one copy to ACTRA and one to be retained by the Parent.
- d) The Parent shall not interfere with production unless interference is required to ensure the Minor's safety.
- e) The Producer shall bear the travel expenses and per diem of 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 17). A Minor aged sixteen 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 Producer, unless the Minor's Parent(s) consents in writing to such Performer travelling alone. If the Minor travels alone, a Parent or Chaperon 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 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 Producer knows, or ought reasonably to know could be of a psychologically damaging nature to the Minor, a psychologist or therapist properly accredited by the applicable Provincial Ministry shall be hired by the Producer to guide and assist the Minor to handle the emotional and mental stress of such subject matter. The Producer shall be required to carry out the psychologist's or therapist's recommendations which may include such psychologist's or therapist being present on set.
- b) **Scenes Depicting Child Abuse, Disturbing Violence or Carnal Acts:** Without limiting the generality of paragraph a), when a Minor is engaged to perform in a scene that depicts child abuse, disturbing violence or carnal acts, the Producer 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 observe 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, (subject to the Parent's consent) be engaged by the Producer to assess the situation and suggest reasonable and effective means to deal with the stress causing factors.



## A2710 Tutoring

- a) When a Producer 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 2 days of regular school in a given school week, or at least 5 days of regular school in a school year over the course of a Production or Series, the Producer agrees to employ a Tutor to provide educational instruction to the Minor from 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 Producer shall reflect scheduled time planned for Tutoring, subject to paragraph f) of this Article.
- c) If the Production schedule is subsequently changed such that the Minor is required to miss, or actually misses, at least 2 days of regular school in a given school week, or at least 5 days of regular school in a school year over the course of a Production or Series, then the Producer shall only be obligated to employ a Tutor to provide educational instruction to the Minor from the date of the change of the Production schedule (and not from the start of the Minor's engagement), and subject to the Producer instituting those measures for Tutoring proposed by the Minor's principal or teacher.
- d) **Tutors will be properly qualified** The Producer 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 Producer 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 2 hours per Production workday, in blocks of no less than 30 minute Tutoring sessions at a time, provided that the maximum amount of instructional time per day is 5 hours per day.
- f) All educational instruction must commence within the first 3 hours of any Minor's workday and must be completed within the Minor's workday. Tutoring time is exclusive of Performer's personal break time. When Tutoring is required, the Minor shall have access to the Tutor during the work day when the Minor is not required to work.
- g) The ratio of Tutors to Minors who are engaged as Regulars on a Series or are engaged to perform in leading roles (Series Regulars) shall not exceed 1 Tutor for every 5 Minors in the classroom. A maximum of 10 Minors (Series Regulars and Non-Regulars) may be instructed in the classroom by 1 Tutor provided that there is no adverse effect on the educational needs of the Series Regulars.

- h) **Tutoring Area** The Producer will be responsible for providing an adequate teaching area that, where practicable, approximates a classroom setting and which is quiet, clean, climate controlled, adequately lighted and ventilated. Minors must not receive educational instruction while being transported to or from a location or set.
- i) The Producer 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 Producer will provide a separate, cheerful play room, complete with basic toys and games, where practicable.
- j) The Producer 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 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 work Week, the average amount of instructional time per day that the Minor shall receive is 2 hours per work day, subject to the maximum of 5 hours per day as per paragraph d) below. Subject to paragraph c) and d) of this Article, in no event shall there be less than a total of 10 hours of educational instruction per work Week.
- c) A maximum of 4 hours of Tutoring time can be accumulated per week by the Minor and credited against the minimum requirements set out in Art. 2710f). At no time will the Minor have accumulated more than 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 week-ends (unless the Minor has been called to work during that time).
- d) A maximum of 4 hours of Tutoring time can be owed to the Minor on an ongoing basis and debited against the minimum requirements set out in Art. 2710f). At no time will the Minor be owed more than 4 hours of Tutoring time. The fulfillment 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 work day as defined in 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 5 hours.
- g) It is the Producer'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 Producer to coordinate all matters relating to the welfare and comfort of such Minors. The Minors' Parents will be notified of the name of the individual designated as Coordinator. On any set on which 6 or more Minors are engaged, the Coordinator's primary responsibility shall be 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 Producer recognizes the special nutritional requirements of Minors. To that end, the Producer shall provide Minors with a selection of milk, juices and healthy snacks. All Minors 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) An 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/guardian secure a written statement from a physician confirming that he 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 Producer will provide a separate, sanitary room for the care and rest of Infants employed. This will include a crib, changing table and private, quiet and warm room where the Infant may be fed and may rest without being held. Infant accessories provided by the Production company, 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 production 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/guardian to ensure that there is one adult to care for each Infant.

**A2716 Trust Account.** After a Minor's total lifetime remuneration reaches \$5,000, 25% of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the Producer 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 \$5,000 level is reached.

## **A28 AUDITIONS AND INTERVIEWS**

- A2801 **Auditions** Performers shall sign in on a sign-in sheet (in the form of Appendix 16) provided at the place of Audition, and a copy of the sign-in sheet will be provided to the local ACTRA office after the completion of the Auditions. Performers shall not be required to learn special material or spoken lines or special business. No fees are required for the Auditioning of a Performer. It is the intention of this clause to afford the opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than 1 hour before the commencement of an Audition / interview shall be compensated for all excess time over the hour at the rate of \$32.50 / \$33.25 per hour or part thereof.
- A2802 **Audition Recall** Where a Performer is required to attend a 3<sup>rd</sup> or subsequent Audition, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than \$54.25 / \$55.25 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 \$22.50 / \$23 per hour or a minimum payment of \$109.25 / \$111.50 whichever is greater.
- A2804 **Open Audition Call** Where open Performer Auditions 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 4 days prior to such Audition when feasible. When scheduling Auditions for Performers, the Producer will make reasonable efforts to provide the Performers with 48 hours notice of such an Audition.
- A2805 **Preference of Audition** The Producer 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 Producer shall provide either transportation or an escort to the nearest public transportation when a Performer completes an Audition between the hours of 22h00 and 6h00.
- A2807 The Producer shall make reasonable efforts to have sides and/or scripts available to Performers 24 hours prior to an Audition.
- A2808 **Audition Environment** The Producer shall take reasonable and concrete steps to ensure that proper audition facilities are used when auditioning Performers, including but not limited to a closed Audition space with proper lighting and adequate acoustic insulation to ensure the Performers' privacy.

## **A29 - SERIES OPTIONS**

**A2901 Series Options** A Performer may grant an option for the Performer's services for not more than six additional year's engagement, provided that the following criteria are met:

- a) where the number of years optioned is 3 or less, the Performer, at the time of granting the option, is entitled to receive a fee of not less than 150% of the applicable minimum fees; or,
- b) where the number of years optioned exceeds 3, the Performer, at the time of granting the option is entitled to receive a fee of not less than 200% of the applicable minimum fees; and,
- c) the Contracted Fee payable for each successive year optioned is at least 115% of the previous year's Contracted Fee;
- d) the option for each successive year specifies the guaranteed engagement for each year of the option contract e.g. the number of days, weeks or Episodes;
- e) the option for subsequent seasons shall only be effective if exercised in writing;
- f) the option provides the time limits within which the Producer may exercise each option, and the degree of exclusivity of the option i.e. whether the Performer must be available at certain times or whether the Producer has a first priority call on the Performer's services; and,
- g) the option provides that either party may require a mediation meeting at the time the option is exercised. The meeting shall be convened between the Performer and the individual identified by the production entity as the Producer. The Performer and the Producer may mutually agree on a third party to act as mediator. Any cost of such third party mediation shall be borne by the party requesting mediation. The parties shall not be entitled to be represented or accompanied, except where the Performer is a child, he may be accompanied by a Parent or guardian. The parties shall be entitled to air any difficulties or problems they experience with regard to the Performer's contract or the Performer's Role in the Production, so they may cooperate in resolving or clearing such difficulties or problems. Mediation meetings may not be requested more than once in year. Contracts may only be amended upon written consent of both parties.

Notwithstanding the foregoing, B206 shall apply to the engagement of Performers for the Production of a Pilot Program. Performer fees for such engagement shall be stepped up to 150% or 200% of minimum fees, whichever step-up is applicable, only if the option is exercised and the Pilot is broadcast within the Series.

### **A30 - RETAKES, ADDED SCENES & AUDIO RECALL**

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

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

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

- a) **On-Camera Work** The original Contracted Fee, pro rated for such day of work.
- b) **Post-Synchronization (On-Camera Performer)** An on-camera Performer required to Post-Synchronize such Performer's on-camera performance following the completion of the schedule of work shall be paid the original on-camera contracted fee, pro rated to an hourly rate with a minimum of 2 hours for each day of such recall to work. There shall be no unpaid meal period in a 2 hour call.
- c) **Recall (Off-Camera Performers)** An Off-Camera Performer recalled to provide additional work shall be paid the original contracted fee, pro rated to an hourly rate with a minimum of 4 hours for each day of such recall to work. There shall be no unpaid meal period in a 4 hour call.
- d) **Recall (Narrators and Commentators)** A Narrator or Commentator recalled to provide additional work shall be paid the original hourly rate with a minimum of 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 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 pro rated to an hourly rate, with a 4 hour minimum call. If a Performer does not otherwise appear in the Production, the Performer shall be paid no less than the Actor rate, with a 4 hour minimum call. These fees shall not form part of the Net Fees.

## **A31 – PICK-UP OF PERFORMANCE**

- A3101 **ACTRA's Consent** There shall be no pick-up of Performers in any theatre, nightclub, circus, hotel, studio or other places where Performers are appearing, without the consent of ACTRA. When such consent is given, the Performers concerned shall be entitled to such 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 Performer's association having jurisdiction, whichever amount is greater. Upon request, a copy of the applicable reciprocal agreement will be furnished to the Producer. It is agreed that 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 Production of longer length (such as a promotional or publicity Production) and no extra Rehearsal or additional work is required by the Performer, the Producer may apply to the National Executive Director of ACTRA for fees and rates, including Residual Payments or Use fees, for such inserts. Such fees shall be based upon the fees provided in this Agreement.
- A3103 **News Short** Upon the consent of Performers involved, and conditional upon the pick-up of the performance being accomplished during normally scheduled performance or Rehearsal, up to 2 minutes of recorded performance may be used in information Productions only, without additional payment.

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

- A3201 **Publicity Stills** Publicity stills or trailers may be used to publicize a Production in which the Performer has appeared. Still photographs or trailers shall not be used for any other purpose except where the Producer has contracted with the Performer for use of such still photographs and trailers. The Performer shall be available as reasonably required by the Producer for the purposes of promoting and publicizing the Production. The Performer shall ensure the Performer's availability for no less than an aggregate of 4 hours for such purpose.
- A3202 **Program Excerpt** An excerpt of not more than 2 minutes in length, may be used as a trailer or promo, including use in an awards Production for the promotion of a Production or Productions within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips also may be used within a Series from which the footage was taken for recaps, previews or teasers without additional payment.
- A3203 If the Producer desires the services of a Performer in making publicity stills, promos or trailers, the Performer shall be paid a fee not less than \$251 / \$256 with 4 hours included work time, such fee to include thirteen weeks of Use.
- A3204 The Performer may not take, or cause to be taken, still pictures on the set or location, without the full knowledge and prior consent of the Producer.

## A33 - EXCERPTS

### A3301 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) Notwithstanding Article A3302, a Performer who appears in multiple excerpts not within the exceptions in subparagraph c) below, which 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 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) participates 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 4 minutes may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:
  - (i) For the purpose of advertising or promoting a program or programs within a series from which the excerpt is taken;
  - (ii) In any awards Program;
  - (iii) In News/News Magazine Programs 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.
- e) This paragraph does not apply to the use of Flashbacks, which is addressed in Article A3302 below, and does not apply to the use of Excerpts in opening montages, which is addressed in Article A3303 below.
- f) The foregoing provisions do not apply to Background Performers.

A3302 If flashbacks are used in an Episode in which a Performer does not otherwise appear, the Performer shall be paid not less than his contracted daily fee for the Production 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 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 50% of the Episodes in the Series cycle, the Performer shall be paid a fee equal to 5% of the Performer's 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 Producer to utilize the theme on one Episode of the Series. Use of the theme on additional Episodes shall require payment of an additional 5% of such fee per Episode (plus applicable Use Fees).

	Daily Fee	Hourly Rate	Overtime Rate	Included Work Hours
<b>Singers – Solo or Duo</b>				
Period 1	\$350.50	\$62.50	\$93.75	4
Period 2	\$357.50	\$63.75	\$95.75	4
<b>Group Singers</b>				
Period 1	\$236.25	\$42.25	\$63.25	4
Period 2	\$241	\$43	\$64.50	4

#### **A34 - REPLACEMENT OF A PERFORMANCE**

A3401 The Producer 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 or broadcast;
- b) when necessary to meet expeditiously censorship requirements, domestic or foreign;
- c) when, in the opinion of the Producer, the failure to use a Photographic Double for the performance of hazardous acts might result in physical injury to the Performer;
- d) when the Performer is not available, or when the exigencies of production render such impracticable; and/or
- e) when the Performer fails or is unable to meet certain requirements of the Role, such as singing or the rendition of instrumental music, or other similar services requiring special talent or ability other than that possessed by the Performer.

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

#### **A35 - CREDITS**

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

- A3502 In Documentary or Industrial Programs, if any craft credits are given, credits to Performers as provided in this Article shall apply.
- A3503 The Producer will use its best efforts to place at the end of each theatrical film and TV movie, a cast of characters naming the Performers and the Roles played.
- A3504 All credits will be in a readily-readable colour, size and speed, subject only to the requirements of the broadcaster.
- A3505 Should the Producer fail to provide the credits on the Production as required above, the Producer agrees to the following remedy:
- a) to correct the omission prior to public showing where practicable; or
  - b) if correction as in a) above is not practicable, to fulfil the intent of the provisions for credit by inserting in appropriate daily and/or trade papers announcements for the sole purpose of identifying the Performer whose credit has been omitted. The specific periodicals and the size and content of the announcements will be the subject of negotiation between the Producer and the Performer. Should the parties fail to agree on the nature of these announcements, the matter may be submitted to the Joint Standing Committee for resolution. Cost of these advertisements will be borne by the Producer.
- A3506 The Producer shall include 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** All fees must be paid within 15 calendar days following performance.
- A3602 **Late Payment Penalty** In the event that payment of fees is not forthcoming as prescribed in A3601, the Producer shall pay to the Performer a late payment charge of 24% per annum, of the total outstanding Gross Fees, payable monthly for each 30 day period or part thereof, beginning with the 16<sup>th</sup> day following performance. This provision shall not apply in the following circumstances:
- a) Where the Producer 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.
- A3603 **Reporting of Errors** Upon receipt of fees, a Performer shall have 30 days in which to report any error in payment, following which the payment shall be deemed to have been correct.
- A3604 **Right of Audit** 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 normal place of business and normal business hours, all

books, records, accounts, receipts, disbursements and any other relevant documents related to the Production.

## **A37 - ADMINISTRATION FEE**

### **A3701 Administration Fees**

- a) **ACTRA Fees** The Producer shall assist in defraying the cost of administering the terms of this Agreement, by paying to ACTRA as an Administration Fee, if the Producer is a Member in Good Standing of one of the Producers' Associations as of the date of the remittance of the Administration Fee, as evidenced by written notice from one of the Associations to such effect, 1% of the Gross Fees paid to all Performers ("Gross Performers' Fees") engaged by the Producer for the Production to a maximum of \$1,500 per Production or Episode. However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceeds \$2,000,000, the abovenoted maximum Administration Fee shall be \$3,000.
- b) **CFTPA Fees** If the Producer is a Member in Good Standing of the CFTPA as of the date of the remittance of the Administration Fee, the Producer shall pay 1% of the Gross Performers' Fees, to a maximum of \$1,500 per Production or Episode, to the CFTPA. However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceeds \$2,000,000, the abovenoted maximum Administration Fee shall be \$3,000.
- c) **APFTQ Fees** A Producer who is a member of the APFTQ shall pay any levies which may be due to the APFTQ directly to the APFTQ.
- d) **Non-Member Producer** If the Producer is not a Member in Good Standing of one of the Producers' Associations as of the date of the remittance of the Administration Fee, as evidenced by written notice from one of the Associations to such effect, 4% of the Gross Performers' Fees, with no maximum for any Production or Episode, shall be sent directly to ACTRA. All amounts collected under this paragraph shall be divided as follows: 50% shall be retained by ACTRA and 50% shall be paid to the CFTPA (or the APFTQ, if the majority of the Production was shot in Quebec). ACTRA shall remit the respective shares of the Administration Fees collected pursuant to paragraph, itemized by Production to the CFTPA or APFTQ within 30 days of the end of each calendar quarter. Upon 72 hours notice, an authorized representative of CFTPA or APFTQ may, during normal business hours, inspect the books and records of ACTRA pertaining to the collection and remittance of the administration fee.
- e) A Member in Good Standing is defined as a member of an Association whose payments to the Association for membership dues and Administration Fees are up to date.
- f) During the life of this Agreement, the CFTPA may amend the amounts payable to the CFTPA set out in Article A3701 b).
- g) The ACTRA National Office will send to the Associations on an ongoing basis, a list of all Productions containing the title of the Production, the name and address of the

Producer, the shooting dates, location, and the Producer's Association membership as declared.

**A3702 ACTRA PRS Administration Fee**

- a) To partially defray the cost of monitoring and enforcing the provisions of Part B of this Agreement, each Producer shall remit to the ACTRA PRS 0.5% of Gross Fees paid to all Performers engaged in the production of a Production. The parties agree that the amount of the ACTRA PRS administration fee payable hereunder, shall be subject to the following maximums:

For a Television Series: \$250 per Episode, subject to a maximum of \$1,500 per season

For any other Production: \$1,500

- b) In addition to the fees provided for in Article A3702a), where ACTRA PRS receives and is required to distribute monies to Performers under Part B of this Agreement, the Producer or Distributor shall pay to the ACTRA PRS an administration fee of 1% of the total amount to be distributed. The minimum administration fee shall be \$150 per Production payable as an Advance with the first Use payment.

**A3703 Non-members - Equalization Payments and Deductions**

- a) In order to equalize the payments and deductions in respect of ACTRA members and non-members, the Producer shall:

(i) contribute an amount equal to 10% 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, (a Non-Member), and

(ii) deduct from the remuneration payable to each Non-Member and Apprentice Member an amount equal to 3% of the Performer's Gross Fees (inclusive of Use Fees) to a maximum of \$3000 per Performer per Production (or per cycle in the case of a Series).

- b) The equalization Payments and deductions pursuant to this Article may be used and applied by ACTRA and ACTRA Fraternal Benefit Society for disposition in such manner and for such purposes as may be determined in their absolute and unfettered discretion.

- c) All contributions and deductions made pursuant to this Article shall be payable by cheque to:

(i) the Union of British Columbia Performers in respect of Productions in the Province of British Columbia; and

(ii) the ACTRA Fraternal Benefit Society in the case of all other Productions.

- d) With respect to Non-Member Equalization Payments And Deductions received by ACTRA Fraternal Benefit Society and the UBCP, the Society and the UBCP shall each retain an amount equal to 10% of the Gross Fees received, and the balance shall be remitted to ACTRA.

**A3704 Deductions from ACTRA Members' Fees - ACTRA Dues and Assessments**

- a) The Producer shall deduct 1.75% of the Gross Fees (inclusive of Use Fees) paid 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.
- b) The Producer will deduct any fines, assessments, or arrears in ACTRA membership dues that are not prohibited by law from the Performer's fees, provided that ACTRA makes a timely request in writing to the Producer for such deductions. The Producer shall remit such deducted amounts to ACTRA along with a written statement containing the names of the Performers from whom the deductions were made, and the amounts of the deductions. The Performers shall be deemed to have consented to such deductions. ACTRA agrees to assume liability for and to indemnify and hold harmless the Producer from and against any and all claims, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, expenses (including, without any limitation, legal fees and expenses) and damages of any kind or nature whatsoever imposed upon, incurred by or asserted against the Producer as a result of or arising directly or indirectly out of Producer making and remitting such deductions.

**A3705 Payment Procedure** All deductions made pursuant to this Article shall be remitted to the local ACTRA office in the location where the Production is being produced and/or administered. All fees, contributions and deductions shall be indicated on the Performer Remittance Statement and shall be payable at the same time as, and for the same period covered by the Production payroll.

## **A38 - INSURANCE & RETIREMENT PLANS**

**A3801 Insurance** The Producer shall contribute, for insurance benefits of each Performer who is a member of ACTRA, an amount equal to 4% of the Performer's Gross Fees (inclusive of Use Fees), subject to Articles A3804 and A3805.

**A3802 Retirement** The Producer shall contribute, for retirement purposes of each Performer who is a member of ACTRA, an amount equal to 6% of the Performer's Gross Fees (inclusive of Use Fees), subject to Articles A3804 and A3805.

**A3803 Deductions from Performer's Fees for Retirement** The Producer shall deduct, for retirement purposes, an amount equal to 3% of the Gross Fees (inclusive of Use Fees) paid each Performer who is a member of ACTRA (excluding Apprentice Members), subject to Articles A3804 and A3805.

**A3804 Maximum Contributions** With respect to Performers whose Gross Fees (inclusive of any Advance against Use Fees) from a contract of engagement exceed \$100,000, the maximum contributions pursuant to Article A38 shall be:

\$4,000 pursuant to Article A3801;  
\$6,000 pursuant to Article A3802; and  
\$3,000 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.

A3805 Except as provided in Article A3808, where non-Canadian Performers (who are not members of ACTRA) are contracted, the deductions made and Producer contributions and payments required under this Article shall be limited to the minimum fees in this Agreement.

A3806 **Payment Procedure** All contributions and deductions made pursuant to this Article shall be payable by cheque to:

- (i) the Union of British Columbia Performers in respect of Productions in the Province of British Columbia; and
- (ii) the ACTRA Fraternal Benefit Society in the case of all other Productions.

All cheques shall be remitted to the local ACTRA office in the location where the Production is being produced and/or administered. All deductions and contributions shall be indicated on the "Performer Independent Production Remittance Statement" and shall be payable at the same time as, and for the same period covered by, the Production payroll.

A3807 **Late Payment Penalties** Late payment penalties provided in A3602 shall also be applicable to the payment of Insurance and Retirement contributions and deductions.

A3808 In respect of any Performer who is a non-resident, non-Canadian, SAG or AFTRA member, engaged in the U.S. under a SAG or AFTRA Agreement and transported to Canada, the Producer will make the contributions required by such Agreement directly to the SAG or AFTRA Pension & Health Plans on behalf of the said Performer, and to the extent of such payments, the Producer will be relieved of the obligation to make contributions pursuant to this Article A38. Non-resident Canadians who are SAG or AFTRA members shall have the choice of having contributions made under the SAG or AFTRA agreement (in which case the preceding sentence shall apply), or under this Agreement.

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

**B1 - MINIMUM FEES**

**B101 Minimum Daily Fees for On-Camera Performers (Per Performer - Except Background Performer)** The rates and fees are based on an 8 hour day.

Categories (Listed below)	Period	Daily Fee	Hourly Rate	Overtime Rate	Weekly Rate
a) Principal Actor, etc.	1	\$500	\$62.50	\$93.75	\$2125
	2	\$510	\$63.75	\$95.75	\$2167.50
b) Singers etc.	1	\$374.75	\$46.75	\$70.25	\$1592.75
	2	\$382.25	\$47.75	\$71.75	\$1624.50
c) Actor, etc.	1	\$337.50	\$42.25	\$63.50	\$1434.50
	2	\$344.25	\$43	\$64.50	\$1463
d) Variety Principal	1	\$750	\$93.75	\$140.75	\$3191.25
	2	\$765	\$95.75	\$143.75	\$3255
e) Chorus Performer	1	\$486.25	\$60.75	\$91	\$2066.50
	2	\$496	\$62	\$93	\$2108
f) Stunt Coordinator	1	\$650	\$81.25	\$122	n/a
	2	\$663	\$83	\$124.25	n/a
g) Stunt Actor	1	\$750	\$93.75	\$140.75	n/a
	2	\$765	\$95.75	\$143.75	n/a

**Period 1:** From August 9, 1999 to December 31, 2000

**Period 2:** January 1, 2001 to December 31, 2001

**Categories:**

- a) Principal Actor, Announcer, Cartoonist, Dancer (solo or duo) Host, Narrator, Commentator, Puppeteer, Singer (solo or duo), Specialty Act, Sportscaster, Stunt Performer, Panelist;
- b) Singers or Dancers in groups of up to 4
- c) Actor, Model, Singers or Dancers in groups in excess of 4
- d) Variety Principal
- e) Chorus Performer
- f) Stunt Coordinator
- g) Stunt Actor

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

**B103 Minimum Fees for Off-Camera Performers and Lip Synchronization (Per Production):**

Categories	Period	Daily Fee	Hourly Fee	Overtime Rate	Included Work Hours
Principal Actor	1	\$350.50	\$62.50	\$93.75	4
	2	\$357.50	\$63.75	\$95.75	4
Actor, etc.	1	\$236.25	\$42.25	\$63.25	4
	2	\$241	\$43	\$64.50	4

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

The fees and rates in B103 are based on 4 hours of included work time. When work is continued beyond the designated 4 hours included work time on a single Production on a day, the 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> hours of work shall be paid at the hourly rate specified above. Work, if required, beyond the 8<sup>th</sup> hour of work shall be paid at the overtime rate specified above per hour. (Note: Dubbing of Animated Productions is covered by Part D).

**B104 Minimum Fees for Off-Camera Narrators and Commentators (Per Production).**

For purposes of payment to Off-camera Narrators and Commentators, the Production shall be divided into 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 1 hour included work time)

1<sup>st</sup> segment - \$234 / \$238.75 per Performer

2<sup>nd</sup> segment - \$190 / \$193.75 per Performer

3<sup>rd</sup> segment - \$94.25 / \$96.25 per Performer

4<sup>th</sup> and subsequent segments - \$65.25 / \$66.50 per Performer

b) **Additional Work Time** Any time worked in excess of the included work time provided above per segment shall be paid at the rate of \$62.50 / \$63.75 per hour per Performer.

c) **Discounts** Where the performance involves 2 Productions in one session, a 20% discount applies; and if there are 3 or more Productions in one session, a 30% discount applies.

**B2 - DISCOUNTS**

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



**B202 Multiple Productions** For game, talk, panel, exercise, cooking and similar skill or craft oriented Productions, each of which is 30 minutes in length or less, and for all other Productions of any type each of which is 15 minutes or less in length, when a Performer contracted for the Series performs in at least 3 such Productions to be produced per day of production, a 30% discount in the daily fees applicable to each Production applies. Additional work time, Overtime and other such fees shall not be subject to a discount.

**B203 Series Rates for Off-camera Performance** Where an Off-Camera Performer is guaranteed a minimum of 13 or more Episodes in a "live-action" Series to be produced within a period of 6 months for each 13 Productions, the daily work fee payable may be discounted by 35% in recognition of this guarantee. Weekly fees shall not be adjusted.

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

**B205 Adjustment if Work Cancelled** If any adjusted rate has been applied to a Performer's fee in accordance with the provisions provided herein and work is cancelled which causes a failure to meet the requirements of weekly, multiple Production 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.

**B206 Pilot Program** The minimum performance and daily fee provided in this Agreement (except for Background Performers) may be discounted by 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 Pilot Program including broadcast shall require a step-up of fees to Performers to the minimum fees in this Agreement, or the Contracted Fee, whichever is the higher, and the payment of the applicable Residual Payments or Use Fee(s).

### **B3-B5 USE RIGHTS & FEES FOR ALL PROGRAMS EXCEPT DOCUMENTARIES AND INDUSTRIAL PROGRAMS**

#### **B3 - DECLARED USE**

**B301** Upon payment of the minimum fees, the Producer is entitled to worldwide Non-Theatrical Use and one of the following Declared Uses of the Production. At the time of contracting of Performers, the Producer must declare the intended Declared Use of the Production.

- |    |                 |   |
|----|-----------------|---|
| a) | Theatrical      | Worldwide Theatrical Use for period of copyright of the Production. |
| b) | Free Television | 1 Domestic Run in Canada.   |
| c) | Pay -Television | 1 year Use in Canada.   |
| d) | Cable TV        | 3 years Use in Canada   |

- e) Compact Devices 2 years Use in Canada
- f) Educational Television 3 years Use in Canada

**B4 - RESIDUAL PAYMENTS**

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

B402 **Theatrical Use** When a Production 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) Productions 60 minutes or less in length 15%
- b) Productions exceeding 60 minutes in length 35%

**B403 Free Television**

**a) Use in Canada**

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

When the aggregate of payments to the Performer for Use under a)ii) above has reached 30% of the Performer's Net Fees, the Producer shall be entitled to authorize broadcast of the Production one time on one television station in each market in Canada in which the Production has not been so used.

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

Use	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) World Market:**

Each Use in any country except Canada, United States, Great Britain and West Germany 10%



**B5 - USE FEES - BASED ON PARTICIPATION IN DISTRIBUTORS' GROSS REVENUE**

B501 **Options:** If a Producer plans to exploit a Production by a Use other than by the Declared Use, and elects to not pay Residual Payments in accordance with Article B4, the Producer shall elect one of the two following options at the time of production:

- a) **Prepayment Option** The Producer may acquire unrestricted Use Rights in all media, throughout the world for a period of 4 consecutive years from the date of first exploitation release in any Residual Market, for 130% of Net Fees for Theatrical Productions or 105% of Net Fees for Television and Other Productions. The Producer shall declare and specify the prepayment in the individual contract of the Performer. The prepayment 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 Distributors' Gross Revenue as defined in Article B509:

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

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

- a) The only circumstances which will allow a Producer to select option Number 4, and therefore make a 25% Advance payment under Article B501 b), is if there is only one exclusively Canadian pre-sale in one media, as of the first day of principal photography of the Production, which pre-sale includes one of the Declared Uses, as defined in Article B301. Unless the Production pre-sale fulfils these conditions the Producer shall not be entitled to exercise option Number 4.
- b) A Producer who exercises option Number 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 75% (option Number 2), less the Advance payment actually made, and the Performers concerned shall continue to be entitled to participate in Distributors' Gross Revenue derived from the Production at the rate provided in option Number 4, i.e. 6.6%.

B503 **Selection of Use Payment Option** The election made by the Producer under Article B501 shall be the same for each Performer engaged on the Production. The Producer shall **either** elect to prepay all Performers as set out in Article B501 a), **or** elect one of the Advance payment options as set out in Article B501 b). For clarity, if a Producer 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** If the Producer elects to make the prepayment as set out in Article B501 a), the Performers shall be paid Use Fees in the aggregate, in an amount of 3.6 % of the Distributors' Gross Revenue, except that revenues earned by the Production within the first 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 4 year period shall not form part of the Distributors' Gross Revenue for the purposes of calculating additional Use Fees.

**B505 Participation in Gross – Advance** If the Producer elects to pay an Advance as set out in B501 b), Performers shall be paid, as Use Fees, an aggregate amount equal to the applicable percentage of Distributors' Gross Revenue, provided that no amounts shall be paid until such time as the Aggregate Advance (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 50% of the Gross Fees payable to such Performer in respect of the Production.

**B507 Calculation of Aggregate Advance** The Aggregate Advance shall be, for the purposes of calculating additional Use Fees, the total of all the Advance payments paid to Performers on a Production, with the limitation that no Performer shall be credited with an Advance payment greater than the amount equal to the number of days of principal photography multiplied by 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 B511. Although individual Advance payments in excess of the limitations specified in Article 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 B511.

**B509 Distributors' Gross Revenue** shall mean all monies derived in any manner whatsoever from 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 Distributors' Gross Revenue.

- b) Distributors' Gross Revenues shall also mean all monies received by those Distributors with which the Producer has entered into a Distribution Agreement (the "Head Distributor") in respect of the Production. The Distributors' Gross Revenues shall include all monies received by sub-distributors which:
- i) are related to (as per the provisions of Appendix 4) or which do not have an arm's length relationship with, the Producer or the Head Distributor, or,
  - ii) have an obligation to report and remit Revenue directly to the Producer or Head Distributor.
- c) Pre-sale revenues shall be included in Distributors' Gross Revenue. A pre-sale means the grant of a licence or rights to utilize a Production prior to production, to an end user, for consideration. Distribution Advances, i.e. payments received by a Producer from a Distributor, shall not be included in Distributors' 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 Distributors' Advance from the Distributors' Gross Revenues for the purpose of calculating Use Payments.
- d) Notwithstanding the foregoing, Distributors' Gross Revenue derived from the sale or rental of Compact Devices shall be deemed to be equal to 20% of the wholesale selling price of such Compact Devices, provided that in the event that the wholesale selling price is at or less than the typical sell-through price to wholesalers (currently \$30 per unit), the deemed Distributors' Gross shall be 10%.
- e) The Producer, at the time of production, 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 Distributors' Gross Revenue upon which Use Payments are based, subject to the right of ACTRA to refer any difference to Arbitration under Article B701. If, as a result of this allocation, Use Fees become payable from the Distributors' Gross Revenue, the said fees shall be paid to the ACTRA PRS at the time of production.
- 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 allocate the revenue attributable to each individual Production, subject to the right of ACTRA to refer any difference to Arbitration under Article B701.
- g) **Official Treaty Co-Productions**
- i) While Distributors' 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 Distributors' 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 budget financing derived, directly or indirectly, from any Canadian source(s).

ii) Prior to production, the Producer shall disclose the Production's status as an Official Treaty Co-production to ACTRA 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.

h) If the Associations negotiate a definition of Distributors' Gross Revenue (or the equivalent) which in some or all aspects is superior to the definition in this Article, with any other trade union or association that bargains collectively on behalf of its members, the definition hereunder shall be amended to reflect the improvement.

B510 When a Producer selects any of the Advance Options, the Producer shall deliver to ACTRA:

- i) the calculation of the total amount of Advance payments, certified by the Production Accountant or Controller, and the back-up material in this regard;
- ii) the first report that is due to the ACTRA PRS pursuant to sub-paragraph a) of this Article; and
- iii) the information, and Use Fees, if any, payable pursuant to Article B509(e).

#### **B511 Reporting and Payment Procedure**

a) The Producer shall deliver to ACTRA PRS reports setting forth the amount of Distributors' Gross Revenues in respect of the Production, derived in the applicable accounting period. Each report shall be delivered to ACTRA PRS in the same manner and frequency as the Producer reports to government agencies and/or other financiers, but it shall be no less than semi-annually for the first two years following the first report filed hereunder and annually thereafter. The first report shall be due 60 days following the last date of the first reporting period and the ensuing reports shall be due in the frequency provided above. The first reporting period is the period immediately following the delivery of the Production to the Distributor. The reports will be accompanied by the aggregate Use Payments payable to Performers and an outline of the method of calculation of the said payment.

b) At the request of ACTRA PRS the Producer will consent to the release of true copies of the reports dealing with Distributors' Gross Revenue filed with the government

agencies and/or other financiers, subject to the right of the Distributor to edit the reports on the grounds that they contain confidential information.

- c) The Producer (or Distributor) shall be deemed to hold the aggregate Use Payments in trust for the Performers, from the time that Gross Revenues are recognized, until the disbursement of same to ACTRA 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 employee of a Producer (or Distributor) liable for negligence, provided the said employee acts in a bona fide fashion. The Distributors' 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 510 a).
- d) If the currency of the Distributors' Gross Revenues is other than the Canadian Dollar, the Use payment shall be calculated at the exchange rate for the said currency, on the basis of the established practice of the Producer or Distributor, which practice shall be disclosed in writing to ACTRA PRS upon request. If the practice is amended at any time such amendment shall be disclosed to ACTRA PRS.
- e) Payments shall be made to ACTRA PRS, a corporation without share capital, in trust for the Performers concerned. ACTRA PRS shall be entitled to make a claim of interest on payments received after the due date as provided herein, i.e. the date the reports are due to be filed, at the Prime rate of interest, as of the due date, plus 3%, calculated monthly, which claim shall be enforceable under the terms of this Agreement.

**B512 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: 1 unit shall be defined as the minimum fee payable to the lowest rated residual category for one day of work.

Performers shall receive units according to the Gross Fee paid to that Performer for the production of the Production to a maximum of 20 units per Performer.

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

**B513 Fair Market Value** The Producer and/or Distributor shall meet with ACTRA PRS to determine the fair market value for distribution of a Production should such Production be distributed for Use by means of barter, or exchange, or other means for which no charge is made or a nominal fee is charged, or as part of a package of Productions. The Use Fees payable to Performers shall be based on such agreed fair market value or as determined under the terms of Article B701.

**B514 Right of Audit** The Producer 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 normal business hours, all books, records, accounts, receipts, disbursements and any other relevant documents related to the Production and its distribution.

B515 Should a Producer wish to exploit a form of Use for which terms and conditions are not specified in this Agreement, such Use shall not be made of the Production until ACTRA and the Associations have negotiated mutually acceptable terms and conditions to apply to such form of Use and any dispute hereunder will be referred to final and binding Arbitration in accordance with Article B701.

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

### **B601 Documentary Programs**

- a) **Distribution Rights** Upon payment of the minimum fees provided in this Agreement, the Producer is entitled to:
- i) Unrestricted Theatrical and Non-Theatrical release rights; or,
  - ii) Non-Theatrical release rights and one Domestic Run.
- b) **Step-up for Both Uses** Upon payment of 10% of the total Net Fees paid to the Performers, the Producer shall be entitled to the rights in both B601a)i) and B601a)ii). Performers (except Narrators and Commentators) participating on- or off-camera in a Documentary Program shall be paid re-use fees based on B3-B5.
- c) **Prepayment Rights (Narrators and Commentators)** Upon payment to Narrators and Commentators of not less than 50% of the Performer's total Net Fees, the Producer is entitled to unlimited Use of the Production in all countries for 5 years.

### **B602 Industrial Programs**

- a) **Distribution Rights** Upon payment of the minimum fees provided in this Agreement, the Producer is entitled to unrestricted Theatrical and Non-Theatrical release rights (i.e. excluding television).
- b) **Step-up for Television Use** Upon payment of 10% of the total Net Fees paid to Performers, the Producer is entitled to one Domestic Run.
- c) **Prepayment Rights** Upon payment to the Performer of not less than 50% of the Performer's total Net Fees, the Producer is entitled to unlimited Use of the Production in all countries for 5 years.

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

First re-use	10%
Second and subsequent re-use	5%

## **B7 - DISPUTE RESOLUTION MECHANISM**

B701 Any differences between the Parties to this Agreement arising from the interpretation, application, administration or alleged violation of the of the provisions of Articles B3 to B6 inclusive, or as otherwise provided in this Agreement, shall be referred to final and binding Arbitration. The Arbitrator shall be jointly selected by the relevant Producer's Association and ACTRA, and if the Parties fail to agree within 21 days from the date of referral to arbitration, the Arbitrator shall be appointed by the Federal Minister of Labour. The arbitration procedure shall be governed in all respects by the provisions of Appendix 11.

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

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

C101

Category	Year	Daily Fee	Hourly Rate	Overtime Rate	Weekly Rate	Included Work Hours
Stand In	1	\$152.25	\$19	\$28.75	\$685.25	8
	2	\$155.25	\$19.50	\$29.25	\$698.75	8
Photo-Double	1	\$144.75	\$18	\$27.25	n/a	8
	2	\$147.75	\$18.50	\$27.75	n/a	8
Special-Skill	1	\$193.50	\$24.25	\$36.50	n/a	8
	2	\$197.25	\$24.75	\$37.25	n/a	8
Background Performer	1	\$144.75	\$18	\$27.25	n/a	8
	2	\$147.75	\$18.50	\$27.75	n/a	8

C102 Except where the provisions of Part C specifically provide otherwise, the general provisions of Part 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 C201(4);
  - 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 recognizable.
  
- 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 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) *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.

### **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:

- i) inform ACTRA of the requirements for Background Performers, at the same time as giving notice of such requirements to the casting director;
- ii) offer engagement to members of ACTRA who are suitable for the engagement and who indicate that they are prepared to accept such engagement;
- iii) direct persons responsible for selecting Background Performers on each Production to adhere to the foregoing undertaking.
- iv) Where members of ACTRA are unavailable, the Producer shall first offer engagement to ACTRA Apprentice members who are suitable for the engagement and who indicate that they are prepared to accept such engagement, and only then to non-members.

C302 **Filing Work Reports** The Producer shall file on a daily basis with the local ACTRA office or provide to the ACTRA steward a Performer Work Report (Appendix 5) with the name of each qualified Background Performer, together with the Production title and date of work of each Background Performer.

C303 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 120 km. of ACTRA office in Toronto) per Permittee for each day such person is engaged.

C304 **Stand-In and Continuity Background Performer** Subject to Article C501, only ACTRA members shall be engaged in the categories of Stand-in or continuity Background Performer except in the following circumstances:

- i) Minors;

- ii) where ACTRA members who are suitable for the engagement are unavailable;
- iii) where unique characteristics are required;
- iv) where Background Performers are working for more than one day pursuant to Article C5;
- v) 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 (120 km. in the case of Toronto). ACTRA members who reside within the vicinity of the location of shoot shall receive preference of engagement from the Producer.

<b>C4 - CONDITIONS OF ENGAGEMENT (QUALIFIED BACKGROUND PERFORMERS)</b>
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**C401 Booking and Upgrades**

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

**C402 Voucher Requirement** The Producer shall not require the Background Performer to commence work without a completed ACTRA Background Performer voucher designating the category of work. (Appendix 17)

**C403 Wardrobe Call** Background Performers required by the Producer to attend specifically for the purpose of choosing and/or fitting wardrobe and/or wigs, shall be paid for all time spent on each occasion at the Background Performer's hourly rate, with a 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 2 or more changes of wardrobe for a "go see" this shall be considered a paid wardrobe Call and the Performer will be so paid, whether or not they are engaged.

**C404 Minimum Call** The minimum call for Background Performers, Special Skill Background Performers, Photographic Doubles and Stand-ins is 8 hours. There may be 1 unpaid meal break during the 8 hour call, such break to occur not earlier than 1 hour following the commencement of work. Work in excess of 8 hours shall be payable at the appropriate overtime rate.

**C405 Working in Higher Category** If any Background Performer is upgraded to Special Skill Background Performer in the course of a work day, then the higher rates shall prevail for that entire work day. If the Background Performer is called back for the next day and the Producer intends that s/he shall revert back to the original rate of engagement, the Background Performer shall be notified at the time of the callback.

**C406 Adjustment to a Higher Category** Any adjustment to a higher category and rate shall be noted on the Background Performer voucher, at the time of the adjustment, and initialed by the Producer or its designated representative. (Appendix 17)

**C407 Wardrobe**

- a) When a Background Performer is required to provide more than 1 change of clothing in the same session, the Background Performer shall be compensated at the rate of \$5 per change in excess of 1;
- b) Formal or specialty wardrobe (i.e. tuxedos, formal gowns, clown uniforms etc.) shall be compensated at the rate of \$25 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 Specialized Items** When a Background Performer is required to provide an automobile or other form of vehicular transportation or specialized equipment (e.g. scuba diving equipment) or animal for the use on camera by the Production, the Background Performer shall receive additional compensation of not less than \$35 per day.

**C409 Cast and Crew Meals** The Producer shall provide the same cast and crew meals and Substantial Snacks to all Background Performers who are 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 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 - NUMBER OF ACTRA MEMBERS AND PERMITTEES**

**C501** Subject to Article C301, the Producer is only required to engage the following number of Background Performers at the rates herein provided:

If the Producer engages:

- (i) 25 ACTRA members for any Production in Toronto;
- (ii) 15 ACTRA members for any Production in Montreal or Vancouver; or
- (iii) 10 ACTRA members for any Production outside of Toronto, Montreal or Vancouver to work on a Production on the same day, the Producer 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 Producer will pay any required permit fee for all Permittees hired up to the required limits set in Articles C501. There will be no permit fee required for the additional Background Performers, and they will be paid at a rate to be negotiated between the Producer and such Background Performers.

#### **C6 - BACKGROUND PERFORMER LIST**

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

**PART D - ANIMATION PERFORMERS**

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

D101 Except where the provisions of Part D specifically provide otherwise, the general provisions of Part A shall apply to Animation Performers.

D102 In this Part D, *Session* means a work day with a minimum call as provided in this Section.

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

<b>Categories</b>	<b>Period</b>	<b>Daily Fee</b>	<b>Hourly Fee</b>	<b>Overtime Rate</b>	<b>Included Work Hours</b>
Principal Actor	1	\$350.50	\$62.50	\$93.75	4
	2	\$357.50	\$63.75	\$95.75	4
Actor, etc.	1	\$236.25	\$42.25	\$63.25	4
	2	\$241	\$43	\$64.50	4

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

**\*Note:** Dubbing of animated Productions is governed by the Dubbing Section (see Appendix 20).

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

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

- a) Minimum call: 1 hour, paid at \$236.25 / \$241 per Performer per Production.
- b) Additional work time: \$63.25 / \$64.50 per hour per Performer
- c) Where an Animation Performer is engaged to perform in more than one Production in one Session, the following discounts apply:
  - 2 Productions - 20% discount
  - 3 or more Productions - 30% discount

**\*Note:** Dubbing of Animated Productions is governed by the Dubbing Section (see Appendix 20).



## D106 **Doubling**

- a) Principal Animation Performers may perform one additional Role without additional payment beyond the Principal Session fee set out in D103 or D105 per Production, provided the additional Role shall not exceed ten consecutive words of scripted or unscripted dialogue.
- b) Subject to Article D106 a) above, Animation Performers engaged to perform more than one Role in a Production shall be paid 50% of the rate of the category of the additional Role, for each such additional Role. For example, a Principal Animation Performer engaged to perform 2 additional Roles, one of a Principal and one of an Actor shall receive 50% of the Principal rate and 50% of the Actor rate for such Roles respectively.
- c) Participation in crowd noises or incidental sounds and words are not considered a performance.

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

A Performer engaged for the sole purpose of making Bumpers and generic promos shall be paid a Session fee of \$350.50 / \$357.50 for a 4 hour minimum call. Additional time up to and including 8 hours of work shall be paid at the hourly rate. For the purpose of calculating Use Fees, the performance in a Bumper Session shall be deemed to be the same as an Episode.

**D108 Promotional Announcers and Non-Generic Promos** An Animation Performer engaged as a promotional Announcer shall be entitled to a Session fee of \$500 / \$510. Additional time including 8 hours shall be at a pro rated hourly rate. For the purposes of calculating prepaid Uses, the performance in a Session shall be deemed to be the same as an Episode.

## D109 **Series Guarantees and Discounts**

Where an Animation Performer is guaranteed:

- i) 13 Episodes on one season, a discount of 5% will apply to such services.
- ii) 26 Episodes in one season, a discount of 10% will apply to such services.
- iii) 60 Episodes in one season, a discount of 15% will apply to such services.
- iv) a minimum of 13 or more Episodes in an Animated Series to be produced within 6 months for each 13 Episodes, and where the Performer's contracted obligations are met within no more than 2 x 8 hour sessions, the minimum fees payable may be discounted by 35%.

For the purposes of this sub-paragraphs i), ii) and iii), a season shall not exceed 6 months from the first recording Session to the last Session.

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

<u>Category</u>	<u>Session Fee</u>	<u>Included Work Time</u>
Principals	\$202.25 / \$206.25	2 hour
Actor	\$135.25 / \$138	2 hours

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

D111 **Use Payment Options** Subject to Article D110, Performers working under the provisions of Part D shall be entitled to Use Fees as provided for in Articles B3 to B5.

## **PART E – TERM AND EXECUTION, APPENDICES**

### **E1 - TERM & EXECUTION**

- E101 This Agreement will become effective on August 9, 1999 and remain in effect until December 31, 2001.
- E102 Either party desiring to renegotiate shall give notice to the other party in writing at least six (6) months prior to the termination date.
- E103 Until the parties are entitled to legally terminate the terms of this Agreement pursuant to the provisions of Appendix 2, the provisions of this Agreement shall remain in full force and effect.

### **E2 - APPENDICES**

The following Appendices shall form part of this Agreement:

1. Producers Bound by This Agreement (Article A103)
2. Negotiation Protocol (see Article A103)
3. Voluntary Recognition Agreement (Article A103)
4. Preservation of Bargaining Rights (Article A107)
5. Performer Work Report (Articles A514, A604 and C302)
6. Production Guarantee (Article A516g)
- 7a. Security Agreement (Article A517b)
- 7b. Standard Security Terms (Article 517b)
8. Distribution Guarantee (Article A517c)
9. Distributor's Assumption Agreement (Article A520a and A517c)
10. Purchaser's Assumption Agreement (Article A519a)
11. Dispute Resolution Mechanism Article A709d)
12. Standard Contract Form (Article A804)
13. Statutory Declaration for Casting Directors (Article A806)
14. Declaration of Parent in the Engagement of Children (Article A2704a)
15. Chaperon Form & Emergency Medical Authorization Form (Articles A2704a and A2708c)
16. Audition Sign-In Sheet (Article A2801)
17. Background Performer Voucher (Articles C402, C406)
18. Canadian Independent Production Incentive Program (CIPIP)
19. Daily Serials (Soaps) Agreement
20. Dubbing Section
21. Provisions Applying to Quebec Only

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

Date: as of August 9, 1999

L'Association des Producteurs de Films et de Télévision du Québec

The ACTRA Performers Guild

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

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

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

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

The Canadian Film and Television Production Association

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

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

## APPENDIX 1 - Producers Bound by This Agreement

(see Article A103)

The Companies named in this Appendix have executed or are deemed to have executed the Negotiation Protocol prior to the coming into effect of this version of the IPA. Therefore, pursuant to paragraph 2 of the said Protocol, each named Company is “bound by the terms and conditions of this Agreement, which is the result of collective bargaining between the Associations, on the one hand, and ACTRA on the other hand”. The names of any new Producers who are added to the list subsequent to the above date shall be considered by the parties to have executed the Negotiation Protocol.

<b>Note:</b>	Aviators Prods. Ltd.	Capital C. Comm. Inc.
<b>Comm.=Communications</b>	Avtek Audio Visual Inc.	Carol Reynolds Prods. Inc.
<b>Ent. = Entertainment</b>	Axis	Carter Craig Comm. Inc.
<b>LP = Limited Partnership</b>	Axon Studios Inc.	Carver Uninvited Prods. Inc.
<b>Prod. = Production</b>	B.J. Enterprises	Catalyst Ent. Inc.
<b>Prods.=Productions</b>	Backroad Films Corp.	Christmas Prod. LP
	Bar Harbour Films Inc.	ChumCity Prods.
1232480 Ontario Ltd.	BC Prods. Inc.	Cinar Prods. Inc.
16 <sup>th</sup> Round Prods Corp.	Beauga Comm. Corp.	Cindy Wilson Comm.
22 Minutes Inc.	BFD Prods.	Cinamac Inc.
4/20 Prods. Ltd.	Big Star Motion Pictures Ltd.	Cinepix Film Properties Inc.
5 <sup>th</sup> Avenue Comm.	Birch River Prods. Inc.	CIVA Comm.
Adobe Creative Inc.	Bishari Film Prods. Inc.	Clarke & Company Comm. Ltd.
Agency Films, Inc.	Black Spring Pictures Inc.	Cliffwood Prods. Ltd.
Agency Prods.	Blackwatch Comm. Inc.	Code 2 Prods. Inc.
Agora Food Merchants	Blind Faith LP	Craig Thompson Prods.
Air Farce Prods. Inc.	Blue Wave Films Inc.	Crazy Eights II Prods. Inc.
Air Farce TV4 Inc.	BlueMoon Prods. Inc.	Credo Ent. Corp.
Airborne Prods. Ltd.	Bluestone Pictures and SM Prod.	Crime Prods. Ltd.
All Fine Prods.	Brad MacDonald Music Ltd.	Cru Comm.
Allan & Bob Ent. Inc.	Bradshaw MacLeod & Assoc.Ltd.	Dash & Lilly Inc.
Alliance Prods. Ltd.	Breakthrough Films & TV Inc.	Dear America Prods. Inc.
ALP Comm.	Buffalo Gal Pictures Inc.	Deveaux Babin Prods.
Anaid Prods. Inc.	Bugz Software Inc.	Devine Ent. Corp.
Animorphs Prods. Inc.	C.A. Prods.	Digital River Inc.
Apocalypse Film Project	C.F.C. Prods.	Dinosaur Soup Prods. Inc.
Apogee Prods.	C.O.R.E. Film Prods. Inc.	Dog Boys Prods. Partnership
Applecreek Comm. Inc.	C/P Prods. I Inc.	Down in the Delta LP
Arrakis Films Inc.	C3 Ltd.	Dragon Tales Prods. (1997) Inc.
Artia Associates Ltd.	Caber Comm.	Driftwood LP
Asterix Prods.	Caber Prod. Company	Duffern Gate Prods. Inc.
Atlantis Films Ltd.	Cadence Ent. Inc.	DZ2 Prods. Inc.
Audacine Inc.	Cambium Film & Video Prod. Ltd.	East Coker LP
AVH Comm.	Camelia Frieberg (Palpable Prods. Inc.)	East Side Film Company (The)
Edge Prods. Corp. (The)	Heart Broken Company Ltd., The	Legacy Filmworks Ltd.
Empire Ent. Ltd.	Heartland Motion Pictures Inc.	Legacy Filmworks Ltd. (Ontario)

Epitome Pictures Inc.	Heat Wave LP	Les Studios Marko Inc.
Esplanade Prods.	HF Murders Prods. Inc.	Lewellyn Prod. Ltd.
Exhibit A Season III Inc.	Hidden Agenda	LFN II Prods. Inc.
External Affairs Ltd.	High Road Prods. Inc.	LFN Prods. Inc.
Extra Sensory Prods. Inc.	Hors-Ligne Inc.	Lifelearn Inc. MacNabb House
Falling Prods. Inc.	Hostile Prods. Inc.	Little Men Films
Family of Cops 3 LP	ICE (Integrated Com. & Ent. Inc.)	Livecomm Inc.
Film Works Ltd., The	Ice Pictures Inc.	LMR Creative Comm. Inc.
Firecorp I-VI Prods. Inc.	Illusions Ent. Corp.	Lumina Corporate Comm.
Fireworks Creative Inc.	In Too Deep	Major Crime Prods. inc.
Fixer LP, The	Industry Ent. Inc	Makeshift Prods.
Flight From Dhahran Prod. Ltd.	Inner City Films	Malcolm Cobley Associates Ltd.
Focus Prods.	Insight Prod. Company Ltd.	Malcolm Silver and Co. Ltd.
Fogbound Films Inc.	Intepoles Comm.	Mapmovie Canada Inc.
Fontaine Films inc.	Interface Prods.	Marano Prods. Inc.
Force Four Prods. Ltd.	Ireland LP	Marciano Prods. Inc.
Foresight Visual Comm. Inc.	It Works! Prod. canada inc.	Mark Rubin Prods. Inc.
Forever Mine Prod. LP	JAD Comm. Inc.	MBZ Prods.
Four Arrows Prods. Inc.	James A. Applebaum	McAulay Prod. Services Ltd.
Frameworks Comm. Inc.	James C. Wilson	McDonalds Restaurant of Canada Ltd.
Fran Vallee	Jangles Prod.	MD Prod. Services LP
Free of Eden LP	JR5 LP	MEC Fairy Godmother Prod. LP
Freelance Prods. Ltd.	Just peachy Prods. ltd.	Media Solutions Inc.
Front Row Prods.	Keen Comm. Systems Inc.	MediaTribe Interactive, Inc.
Fulford-Brown Prods.	Keg Prods. Ltd.	Meet Prince Charming Prods. Inc.
GAC Prods.	Keith Moore Prods. Inc.	Melenny Prods. Inc./3311716 Canada Inc.
Gail Regan (889848 Ontario Ltd.)	Kensington Comm.	Mellanby Robertson Prods. Inc.
Geneva Film co. Ltd.	Killing Moon Prod. Ltd.	Microtainment Plus International Inc.
Glendale Prods. Inc.	King St. Ent. Inc.	Midas Exploration Ltd.
Go Girl Prod. Inc.	Knowledge Corp., The	Milgrom & Associates Inc.
Gray Matter Inc.	Konamerra Films Inc.	Mitchell Brothers Prods. Ltd.
Great Big Music Inc.	Kuper Prods. Ltd.	Mitey Cinema Inc.
Great North Prod. Inc.	Landed Eagle Prods. Inc.	Monika Merinat Prods.
Grey Zone Ltd.	Landmark Comm. Inc.	Monster by Mistake Series Inc.
Griffin Bacal Volny	Lassie II Prods. Inc.	Morpheus Pictures
Hairy Bird Films, LP	Lassie Prods. Inc.	Mossanen Prods.
Hammytime III Prod. Inc.	Laughing Man Prods.	Motel Prods. Inc.
Harvest TV International	Leader Media Prods. Ltd.	Mr. Music Prods. Ltd
Have Mercy Pictures Inc.	Leatherstocking Prods., Inc.	Murder II Prods. Inc.

Murder In A Small Town Prods. Inc	Power Pictures Corp.	Screenventures XXXIV Prod. Ltd.
Murder In The Family Prods. Inc.	Power Pictures Prods. Inc.	Screenventures XXXVII Prod. Ltd
My Own Country Prods. Ltd.	Prairie Dog Prods.	Segue Moving Pictures Inc.
Naked City Prods., Inc.	Prisma Sound	Shaftesbury Films Inc.
Nan's Taxi Inc. Charles Bishop Prod.	Producers' Choice (Recording Studio)	Shavick Ent.
Nelvana Ltd.	Prods. Guy L'ecuyer Inc.	Shooting Star
Nomadic Pictures	Prods. Interface Inc.	SimEx Inc.
Norflicks Prods. Ltd.	Protocol Ent. Inc.	Sir Fir Enterprises, L.L.C.
Northport Film Prod. I Ltd	Protocol Eternity Prods. Inc.	Sirens Prods. inc.
Northquake Prods. Inc.	Protocol GB Prods. Inc.	SJ Films Inc. (Strange Justice Films)
Northstar Comm.	queen light Prods. Inc.	SKG TV Canada Inc..
Nova Motion Pictures Ltd.	Random Factory Producers Grp, Inc., The	Skinamarink Ent. Inc.
On A First Name Basis Inc.	Raven Media Ltd.	Slingshot Productions Inc.
Orbit 1 Prods. Inc.	Real Blonde Prod. LPs	SM Prod. and Bluestone Pictures
Orca Prods. Inc.	Red Bandit Prods.	SMW Advertising
Outlook Comm. Inc.	Red Green Prods. V Inc.	Snig the Goat Ltd.
Owen Burgess Prods.	Red Green Prods. VI Inc.	Sophic Learning Systems Inc.
Owl/SDA Prods. Inc.	Red Green Prods. VII Inc.	Sound Venture Productions
Paiement Consultants Inc.	Red Violin Prods. Ltd.	Space Cases Prods.
Paragon Ent. Corp.	RedCap Prods. Inc.	Spy Prods. Inc.
Paragon Prods. (Dinner) Inc.	Regina Motion Picture, Video & Sound Ltd.	St. John Group Inc., The
Paragon Prods. (Illusions) Inc.	Rescuers Prod., The	Stable Films Inc.
Paragon Prods. (The Wrong Guy) Inc.	Rez Prods. (1997) Inc.	Stone Soup Prods.
Partners in Performance	Rhombus Media Inc.	Stornoway Productions
Paul Cormier Comm.	Rink Rat Prods. Inc.	Sullivan Entertainment Inc.
Pay Raise Inc.	Ripped Canada Ltd	Summerhill Entertainment Inc.
	Riverain Prod. Ltd.	Sylvain Prods. Inc.
Pebblehut Love Services Inc.	Roadhouse Prods.	Ted Rankin Associates
Pebblehut MF Sservices Inc.	S&S Prods. Inc.	Temple St./Father's Shoes Prod. Ltd.
Pebblehut Prey Services Inc.	Saatchi & Saatchi Advertising	Temple St./Goat Christmas Prod. Ltd.
Pebblehut Spenser Services Inc.	Salter Street Films Ltd.	Temple St./Sea People Prod. Ltd.
Pebblehut Thrill Services Inc.	Sarrazin/Couture Prods.	Temple St./Summer's End Prod. Ltd.
Perception Media	SCL-SorceQuest Comm.	Thanks of a Grateful Nation Ltd.
Pika Prods. Inc.	Screenlife Incorporated	Pp.
Popular History Company Inc.	Screenventures XVII Prods. Ltd.	Thick & Thin Prod. Inc.
Portfolio Ent. Inc.	Screenventures XXI Prod. Ltd.	Three Songs Prod. Ltd

TimeChase Prods. Ltd.	Two Dimensions: Adv. By Design Inc.	Wall LP, The
Timothy Clarke Associates Inc.	Two Wheels Prods.	Water Damage Prods. Ltd.
Tohaventia Holdings Inc.	Uncrumpled Paper Prods. Inc.	White Raven Film Prod. Ltd.
Tomali Pictures Inc.	Unisol Prods. Inc.	Winterset (1996) Prod. Inc.
Top O the Mast Inc.	Uno Bandito Prods. Inc.	Wolfson Bell Prods.
Topsail Entertainment Limited	Valentine's Day Prods. Ltd.	Zee Flash
Torre LP	VCR Active Media, Ltd.	
Triune Prods. Inc.	Ventana Video Inc.	
TV Eye Ent. Ltd.	Videolink Comm. Inc.	
Twitch City Enterprises Inc.	Voyage Media Prod. Inc.	



## **APPENDIX 2 - Negotiation Protocol**

(see Article A103)

The terms and conditions of this Protocol shall be and remain in effect following the expiry of the term of the IPA in accordance with the provisions herein.

### **1 Agreement to Follow Terms of Protocol**

1.1 ACTRA recognizes each Producers' Association as the sole and exclusive bargaining agent for those of their respective Producer members who i) are deemed to be parties to this Agreement pursuant to Article A103a); or ii) execute a Voluntary Recognition Agreement appointing one of the CFTPA or APFTQ as its exclusive bargaining agent, pursuant to Article A103b), at any time during the term of the IPA.

1.2 The terms of this Negotiation Protocol shall govern the negotiations of the parties to the IPA for the renewal of this Agreement.

### **2 Written Authorization to Bargain**

2.1 Each Producer giving its Association authorization to bargain on its behalf shall, as a condition of giving such authorization, be bound by the decisions made by the Associations on their behalf.

2.2 Once such Authorization is given, such member shall be precluded from negotiating separately with ACTRA or from entering into any agreement with ACTRA different from the Agreement negotiated by the Associations and ratified by their members. Similarly ACTRA shall be precluded from entering into any negotiations or reaching any agreements with respect to any matters which are the subject of negotiations between the Associations and ACTRA with any member of the Associations who have authorized the Associations to act on their behalf.

2.3 As per Article A601 of the IPA, except by prior agreement with the Associations, ACTRA agrees that for the term of the renewed IPA, and for the freeze period set out in paragraph 5.01 herein, it shall not enter into any agreement with any Producer in Independent Production, at rates or terms more favourable to Producer than those set forth in the renewed IPA. In the event that ACTRA were to enter into such agreement, then the Producer(s) signatory to this Negotiation Protocol shall have the option of replacing the rates or terms so agreed for the similar rates or terms contained in the IPA.

2.4 Upon notice being given by either party pursuant to Article E102, the Associations shall deliver to ACTRA a list of all members on whose behalf they have been authorized to bargain, and ACTRA shall deliver to the Associations a list of Producers who have executed this Protocol. Such list shall be delivered by the Associations within 30 days of such notice having been given.

### **3 Negotiating Team**

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

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

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

## **5 Freeze**

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

## **6 Conciliation**

6.1 Where a party considers that reasonable efforts to enter into a new Agreement have been made, the said party may request the assistance of a conciliation officer. Such a request shall be made by the party giving written notice to the other party or parties of its desire to obtain the assistance of a conciliation officer. Such notice shall contain the names of three persons whom the party giving notice is prepared to accept as a conciliation officer. The proposed officers shall be neutral persons who have no direct interest in the subject matter of the negotiations, and who have not acted as employee, agent or advisor, for either of the parties or an interested party in any previous proceedings between the parties or their members.

6.2 The party receiving such notice shall within 10 days reply in writing accepting the appointment of one of the suggested conciliation officers of the other party, or shall indicate that none of the suggested conciliation officers are acceptable. The party responding may suggest alternative conciliation officers as part of their written response and the party giving original notice of a request for conciliation shall either accept such alternative suggestion or in the alternative, within 10 days of receipt of the notice, request the Federal Minister of Labour to appoint a conciliation officer as per section 71 of the *Canada Labour Code*, R.S.C. 1985, c.L-2 as amended.

6.3 Where a conciliation officer has been agreed to by the parties or appointed by the Federal Minister of Labour, such officer shall forthwith confer with the parties and endeavour to assist them in entering into a new Agreement.

6.4 The parties agree to co-operate with such conciliation officer and to make every reasonable effort to enter into a new Agreement.

6.5 After the parties have met with such officer and made every reasonable effort to enter into a new Agreement without success, either party shall have the right to request a report from the conciliation officer. Such report shall be sent to all parties and to the Federal Minister of Labour and advise the parties that a new Agreement has not been made.

6.6 The parties agree that the fees and expenses of such conciliation officer, if not paid by the Federal Department of Labour, shall be paid equally by ACTRA, and by the Associations.

## **7 No Strike or Lockout**

7.1 The parties agree that neither ACTRA, nor any agent of ACTRA, shall declare or authorize a strike against any Producer on whose behalf the Association have been authorized to negotiate until the term of the Agreement has expired and until 15 days have elapsed from the date on which the conciliation officer sends the report to the parties and the Minister as set out in Article 6.5.

7.2 The parties agree that neither the Associations or any agent of the Associations nor any Producer on whose behalf the Associations have been authorized to negotiate shall declare or cause a lock out, until the term of the Agreement has expired and until fifteen days have elapsed from the date on which the conciliation officer sends the report to the Minister as set out in Article 6.5.

7.3 The parties agree that there shall be no strike against any Producer, nor any lock out by any Producer on whose behalf the Associations have been authorized to negotiate, unless there is a strike against all Producers, or a lock out by all Producers on whose behalf the Associations have been authorized to negotiate.

7.4 The parties to this Agreement, the individual members of ACTRA and all of the Producers who have authorized the Associations to bargain on their behalf agree that ACTRA shall be authorized and permitted to call a strike in compliance with the terms of this Appendix, notwithstanding the fact that ACTRA may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada and further agree that ACTRA and its members shall be entitled to legally strike in any such province or territory so long as the provisions of this Appendix have been adhered to.

7.5 The parties to this Agreement, the individual members of ACTRA and all of the Producers who have authorized the Associations to bargain on their behalf agree that the Associations shall be authorized and permitted to declare a lock out in compliance with the terms of this Appendix notwithstanding the fact that the Producers may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada and further agree that Associations and their members shall be entitled to legally declare such lock out in any such province or territory so long as the provisions of this Appendix have been adhered to.

7.6 The parties to this Negotiation Protocol agree that a *Strike* or *Lock Out* shall have the same meaning as those terms have under the terms of the *Canada Labour Code*. For further clarity the parties agree that a refusal by Performers in concert, in combination, or in accordance with a common understanding, to enter into contractual relations with a Producer shall constitute a strike within the meaning of this Negotiation Protocol.

## **8 Enforcement**

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

8.2 The parties further agree that a breach of the terms and conditions of this Appendix shall be a breach of the statutory duty to bargain in good faith in any jurisdiction and such Labour Relations Board or other Statutory Tribunal shall be entitled to order what action any

party should take or refrain from taking in order to force compliance with this Appendix, and further agree that such Labour Relations Board or other Statutory Tribunal shall have the power to award damages including costs for any breach of the terms of this Appendix.

**APPENDIX 3 - Voluntary Recognition Agreement**

(See Article A103)

*Prior to production, Producers who are not listed in Appendix 1 but who agree to become parties to this Agreement shall sign the following Voluntary Recognition Agreement on their own letterhead and forward it to the National Executive Director or Branch Manager of the local ACTRA office. The executed Voluntary Recognition Agreement shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of this Agreement.*

**VOLUNTARY RECOGNITION AGREEMENT**

I, \_\_\_\_\_, (name of individual - print), on behalf of the Producer, hereby acknowledge receipt of the Independent Production Agreement effective from August 9, 1999 to December 31, 2001 covering Performers in Independent Production between the Canadian Film and Television Production Association ("CFTPA"), the Association des Producteurs de Film et de Television du Quebec ("APFTQ") and the ACTRA Performers Guild (the "ACTRA") and state that I am authorized to execute this Agreement on behalf of \_\_\_\_\_, (the "Producer").

The Producer hereby acknowledges that by executing this Voluntary Recognition Agreement, it is becoming signatory to the said Agreement. The Producer agrees to abide by and conform to all the terms and conditions contained herein.

The Producer recognizes that ACTRA is the exclusive bargaining agent of Performers as defined in the IPA and recognizes the Producer's Association of which it is a member as the Producer's sole and exclusive bargaining agent.

Check one of the following:

For Association Members:

The Producer hereby certifies that it is a member in good standing of the following organization:

CFTPA - Membership No. \_\_\_\_\_ APFTQ - Membership No. \_\_\_\_\_

The Negotiation Protocol set out in Appendix 2 of the IPA is hereby incorporated herein by reference, and by signing this document, the Producer appoints its Association as its exclusive bargaining agent, authorized to bargain on its behalf, and agrees that it shall be bound by the terms and conditions of the Agreement which is the result of collective bargaining between the Associations on the one hand, and ACTRA on the other hand, subject to ratification.

**OR:**

The Producer hereby certifies that it is a not a member in good standing of the CFTPA or APFTQ. The Negotiation Protocol set out in Appendix 2 of the IPA is not incorporated herein by reference, and the Producer does not appoint any Association as its exclusive bargaining agent.

A copy of this Voluntary Recognition Agreement shall be forwarded to CFTPA and APFTQ.

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

\_\_\_\_\_  
(Name of Signatory Producer)

\_\_\_\_\_  
(Address of Signatory Producer)

\_\_\_\_\_  
(Phone Number of Signatory Producer)

\_\_\_\_\_  
(Fax Number of Signatory Producer)

Per: \_\_\_\_\_  
(Signature)

Receipt of the above Voluntary Recognition Agreement/Negotiation Protocol is hereby confirmed by ACTRA.

Per: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_

## **Appendix 4 - Preservation of Bargaining Rights**

(see Article A107)

Whereas the parties agree that the purpose for the inclusion of this Appendix 4 relates to the existence of "related employer" and "successor employer" provisions in the various applicable Provincial and Federal Acts governing labour relations in Canada;

The parties have included this Appendix 4 as part of the IPA in order to provide for the consistent application of existing Canadian Law in the various jurisdictions covered by the IPA. The parties recognize that the independent film and television production industry is unique in many ways. Including these provisions as part of the IPA is intended to provide for the appointment of adjudicators who are acquainted with the film and television industry to interpret rights and obligations otherwise contained in existing Canadian law in a consistent manner across the country. The parties are of the view that the consistency of application and predictability of result will help to foster a stable and prosperous industry throughout Canada. The parties further acknowledge that Appendix 4 is not intended to create rights or obligations which do not already exist in Canada. This Appendix 4 is designed to ensure that existing rights or obligations as set out in Canadian law are interpreted and applied in a uniform manner across the country with due regard to the unique aspects of the independent film and television production industry.

### **1. PRESERVATION OF BARGAINING RIGHTS**

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

1.2 A Producer who has agreed to be bound or is presently bound to this IPA, either through the process envisaged by Article 2 of Appendix 2, or by executing a Letter of Adherence, shall be referred to as a *Signatory Producer* for the purposes of the application and enforcement of the terms of this Appendix.

1.3 Each Producer Association shall take concrete steps to obtain from each of their members, a Voluntary Recognition Agreement to the IPA, which Agreement shall bind each member to the terms of this IPA.

1.4 ACTRA has the right to allege that a Signatory Producer is attempting to avoid the bargaining relationship with ACTRA established under the terms of Appendix 2, and/or avoid or defeat the terms and conditions of this Appendix of the IPA.

1.5 ACTRA shall make any allegations of a violation of any of the provisions of this Appendix, by means of a notice, setting out the particulars upon which the allegations are based. The notice shall be sent by fax and by registered mail to the Signatory Producer, the Producer Associations and any corporate or individual parties who are involved in the alleged attempt to avoid or defeat the bargaining rights of ACTRA arising from the terms of the IPA.

1.6 The responding parties shall be allowed 8 business days from the date the notice was sent by registered mail in which to file a response, outlining their respective positions.

1.7 All parties shall endeavour to settle all outstanding issues arising from the notice and response(s) within the next 5 business days.

1.8 Failure to reach a settlement shall entitle ACTRA to refer the matter to final and binding arbitration. The arbitration procedure shall be governed in all respects by the provisions of Appendix 11.

1.9 The parties agree that Arbitrator shall have jurisdiction to apply, enforce and interpret, in the same manner as the Board, the provisions of section 35 (single employer declaration), sections 44, 45 and 46 of the Code (successor employer provisions) which provisions have been modified and are reproduced in this Appendix.

1.10 The Arbitrator shall have the jurisdiction to apply and shall apply the jurisprudence relevant to the interpretation and application of the above noted legislative provisions, (and similar legislative provisions), which above noted provisions are incorporated by reference into this Agreement.

1.11 The Arbitrator shall be selected from among the following list proceeding sequentially, based on which person has a date available 45 days from the date of the referral, or as agreed by the parties:

- a) where the Signatory Producer's head office is in Ontario or east of Quebec: Susan Tacon, Robert Howe, Louisa Davie, Rick MacDowell,
- b) where the Signatory Producer's head office is west of Ontario: Stephen Kelleher, Keith Oleksiuk,
- c) where the Signatory's head office is in Quebec: Serge Brault, Michel Picher

## **2. SECTION 35 OF THE CODE - SINGLE EMPLOYER DECLARATION**

2.1 Where in the opinion of the Arbitrator, associated or related undertakings or businesses are operated by two or more Producers having common control or direction, the Arbitrator, may, after affording the Producers a reasonable opportunity to make representations, by order, declare that for all purposes of this Agreement, the Producers and the undertakings and businesses operated by them that are specified in the order are, respectively, a single Producer and a single undertaking or business.

## **3. SECTIONS 44, 45 AND 46 OF THE CODE (SUCCESSOR EMPLOYER PROVISIONS)**

3.1 For the purposes of this Agreement,

- i) *Business* shall mean any undertaking or business and include one or more parts of a business;
- ii) *Sell*, in relation to a business, includes the lease, transfer and other disposition of the business.



- 3.2 Subject to sections 45 (1) to (3) of the Code, where a Producer sells its business,
- i) ACTRA, which is recognized by this Agreement as the trade union with exclusive bargaining rights for the Performers employed in the business continues to be their bargaining agent;
  - ii) the person to whom the business is sold is bound by the terms of this Agreement or by the terms of this Agreement as frozen by operation of law or by agreement of the Parties, and
  - iii) the person to whom the business is sold becomes a party to any proceeding taken under this Agreement that is pending on the date on which the business was sold and that affects the Performers employed in the business or ACTRA.

3.3 Where any question arises under this Article 3, as to whether or not a business has been sold or as to the identity of a purchaser of the business, the Arbitrator shall determine the question.

3.4 Where a Producer sells its business, and the Performers are intermingled with Performers of the Producer to whom the business is sold, and those Performers are represented by another trade union, the Arbitrator will have jurisdiction to deal with all of the issues arising from said intermingling provided the other trade union agrees to be bound by the decision of the Arbitrator and the provisions of sections 45 (1) to (3) of the Code, shall apply are incorporated into this Agreement.

**APPENDIX 5 - Performer Work Report**

(See Articles A514, A518 and C302)

**APPENDIX 6 - Production Guarantee**

(See Article A516g)

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

BETWEEN: ACTRA Performers Guild (the "ACTRA")

AND

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

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

AND WHEREAS the Producer is a party to the Independent Production Agreement covering Performers in Independent Production between the Canadian Film and Television Production Association (CFTPA) and the Association des Producteurs de Film et de Television du Quebec (APFTQ) and the ACTRA Performers Guild ("ACTRA") dated August 9, 1999 (the "IPA");

AND WHEREAS pursuant to Article A516 of the IPA, ACTRA is entitled to require that a Producer place security in the form of a cash deposit or letter(s) of credit, at the time, in an amount, and in the manner set out in the IPA unless a Production Guarantee in this form signed by an Approved Production Guarantor is accepted by ACTRA;

AND WHEREAS ACTRA has accepted Guarantor as an Approved Production Guarantor;

NOW THEREFORE the parties hereby agree as follows:

1. In consideration of ACTRA foregoing the requirement that the Producer put up a cash bond or letter of credit, Guarantor hereby guarantees the payment of all monies which would otherwise be secured by a cash bond or letter of credit pursuant to Article A516a of the IPA, including the Advance on Use or Residual Fees, Insurance, Retirement and Administration payments related to the Production.

2. If at any time, payment of any amount guaranteed herein is in default for more than 14 days, then ACTRA shall be entitled to deliver to Guarantor a formal demand in writing outlining the specific sum involved and particulars of the default. On receipt of such demand, Guarantor will forthwith pay to ACTRA the sum set out in such notice. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, Guarantor will nevertheless pay the sum set out in such notice to ACTRA in trust, and ACTRA will hold such sum in trust in an interest bearing account. Within 5 days of such dispute being resolved, ACTRA will refund to Guarantor any sums determined to be in excess of what was owing by the Producer, along with accrued interest.

3. ACTRA shall have the unilateral right to terminate this Agreement and revert to the requirements of Article A516b) or c) of the IPA if the payment of any amount guaranteed

herein is in default for more than 14 days after Guarantor has been served with the demand provided in paragraph 2 herein.

4. Guarantor shall be released from the guarantee given herein and all obligations resulting therefrom on the sooner of the delivery to ACTRA of a Security Agreement pursuant to Article A517b) or the delivery to ACTRA of a Distribution Guarantee or Distributor's Assumption Agreement from an Approved Distribution Guarantor pursuant to Article A517c).

5. The termination of this Agreement by ACTRA pursuant to paragraph 3 herein shall in no way annul, terminate or otherwise affect the obligations of Guarantor with respect to any amounts accruing prior to the date of such termination by ACTRA, subject to paragraph 4 herein.

6. If ACTRA terminates this Agreement pursuant to paragraph 3 herein, Producer shall, within 48 hours of receipt of written notice of such termination, post security in the form of a cash deposit or letter(s) of credit in accordance with Article A516a of the IPA. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, Producer will nevertheless pay the sum set out in such notice to ACTRA in trust, and ACTRA will hold such sum in trust in an interest bearing account. Within 5 days of such dispute being resolved, ACTRA will refund to Producer any sums determined to be in excess of what was owing by the Producer, along with accrued interest.

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

(Producer)

(Approved Production Guarantor)

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

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

\_\_\_\_\_  
(Name of Signatory Producer)

\_\_\_\_\_  
(Name of Guarantor)

\_\_\_\_\_  
(Address of Signatory Producer)

\_\_\_\_\_  
(Address of Guarantor)

\_\_\_\_\_  
(Phone Number of Signatory Producer)

\_\_\_\_\_  
(Phone Number of Guarantor)

\_\_\_\_\_  
(Fax Number of Signatory Producer)

\_\_\_\_\_  
(Fax Number of Guarantor)

ACTRA Performers Guild - Branch

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

Branch: \_\_\_\_\_



ACTRA, other lenders or financiers who specifically require priority and who are providing project financing in respect of the Production.

5. The Debtor represents and warrants as follows:

a) Debtor's Legal Name, principal place of business and mailing address:

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b) The address at which the Debtor keeps its records concerning accounts and contracts with respect to which a security interest is herein granted (if different than above) is

c) The negatives in connection with the Production will be processed by:

d) The positive copies of the Production for distribution will be made by: \_\_\_\_\_

e) The Debtor is duly organized and exists under the laws of the Province/State/Country of \_\_\_\_\_, and is not restricted by its charter documents or otherwise from entering into this Security Agreement.

f) The copyright in Production has been or upon its completion will be duly registered in the following countries: \_\_\_\_\_ free and clear of adverse claims and liens other than those created hereby or as disclosed in paragraph 3 hereof;

g) If the Debtor is not the Producer, that the Producer is: \_\_\_\_\_ and its place of business is: \_\_\_\_\_

h) That it is in receipt of a copy of the IPA, this Security Agreement and the Standard Security Terms.

IN WITNESS WHEREOF the Debtor has executed this Security Agreement at \_\_\_\_\_ this day of \_\_\_\_\_.

(Debtor)

Per: \_\_\_\_\_ Per: \_\_\_\_\_  
signature signature  
(print name / title) (print name / title)

Acknowledgment:

The ACTRA Performers Guild - Branch

The ACTRA Performers' Rights Society

Per: \_\_\_\_\_ Per: \_\_\_\_\_  
(print name / title / branch) (print name / title)

Date: \_\_\_\_\_

## **APPENDIX 7b - Standard Security Terms**

(see Article 517b)

### **1 PARTIES AND NATURE OF THE RELATIONSHIP**

- 1.1 The Security Agreement is entered into between the Debtor and ACTRA to secure the performance by the Debtor of its Secured Obligations, (defined herein at paragraph 3), and to make the Collateral (defined herein at paragraph 4) security for such Secured Obligations, to the fullest extent allowed by applicable law.
- 1.2 The Secured Parties are the ACTRA Performers Guild, which is the exclusive bargaining agent for all of the Performers who worked on the Production and the ACTRA Performers' Rights Society, a corporation whose function includes the collection and distribution of Use Fees and Residuals.
- 1.3 The Debtor acknowledges that the Secured Parties, collectively referred to as ACTRA, are thus entitled to represent the Performers in respect of any and all current and continuing claims for payment of Use Fees, Residuals, and other amounts payable under Part B of the IPA.
- 1.4 Name and address of the Secured Parties  
  
ACTRA Performers Guild  
Fax: 489-8076  
  
ACTRA Performers' Rights Society  
Fax: 489-1040  
2239 Yonge Street  
Toronto, ON M4S 2B5
- 1.5 The Debtor warrants and represents that under the terms of this Agreement, it is primarily liable for all obligations to report and remit Residual Payments, Use Fees and other payments, arising from the terms and conditions contained in Part B of the IPA, as if it was a signatory to the IPA and the terms of the IPA are hereby incorporated by reference.

### **2 CREATION OF SECURITY INTEREST**

- 2.1 The Debtor hereby grants to ACTRA, in addition to any other rights or benefits previously granted by contract, Collective Agreement or otherwise, for value received and to secure the performance of the Obligations under this Security Agreement and as a general and continuing collateral security for the payment of the full sum of Performers Fees including but not limited to Use and Residual Fees and for the due performance, observance and fulfillment of the Obligations of the Producer/Debtor, a Security Interest by way of a Charge ranking subordinate to those secured parties set out in section 7.1 hereof, but otherwise in first position in respect of the Collateral as defined herein, whether now owned or hereafter acquired directly or indirectly by the Debtor, whether now existing or hereafter arising, pursuant the Personal Property Security Act, RS0 1990, c. P.10 (the "PPSA") and the property described herein (hereinafter referred to as "Collateral").

- 2.2 All phrases which are defined in the IPA and not otherwise defined in this Security Agreement shall have the meaning ascribed by the IPA, and all phrases not otherwise defined in this Security Agreement shall have the meaning ascribed by the PPSA.

### **3 THE OBLIGATIONS**

For certainty, the Obligations shall include but shall not be limited to:

- 3.1 the obligation to pay to Performers any and all Fees due for their services performed or to be performed in the Production and any and all compensation due by reason of the Distribution of all or part of the Production, in accordance and as defined by the terms of the IPA.; and
- 3.2 the obligation to pay Insurance and Retirement Savings contributions for the benefit of Performers, in accordance with the IPA, subject to any of the above obligations being assumed in writing by another entity by means of a Purchaser's Assumption Agreement or a Distributor's Assumption Agreement, with approval of ACTRA (not to be unreasonably withheld) whereupon they shall be excluded from the Obligations secured hereunder; and
- 3.3 the full, timely and faithful performance by Producer of all terms, provisions, covenants, conditions, agreements and obligations contained in or contemplated by this Security Agreement and the IPA.

### **4 COLLATERAL**

- 4.1 "Collateral" means all right, title and interest of Producer in and to the Production, each of the component elements thereof and all rights appurtenant thereto, together with any and all proceeds and avails thereof. For certainty, no right or interest with respect to sequels, prequels, remakes, spin-offs or episodic series based on or derived from the Production or any of its underlying works nor any right to monies derived through the exploitation of ancillary, allied, underlying and like rights such as merchandising, novelization, music publishing, soundtrack and sequel rights. Any reference to Collateral shall, unless the context requires otherwise, be deemed a reference to "Collateral or any part thereof". For certainty, the Collateral includes:
- 4.1.1 all debts, accounts receivable, demands, and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Debtor and all claims of whatsoever nature or kind which the Debtor now has or may hereafter have, including claims against the Crown and claims under insurance policies;
- 4.1.2 all contracts, securities, bills, notes, lien notes, judgments, chattel mortgages, mortgages, and all other rights and benefits which now are or may hereafter be vested in the Debtor in respect of or as security for any of the said debts, demands, choses in action and claims;
- 4.1.3 all books, accounts, invoices, letters, papers and documents in any way evidencing or relating to any of the said debts, demands, choses in action and claims;



- 4.1.4 all negatives, video tapes, lavenders, dupes, sound tracks and positive prints connected with the Production whether in completed form or in some stage of completion; or any other media upon which the Production is recorded, and all rights in the said media, and other assets related to the Production of any nature, and any proceeds therefrom, now owned or which may from time to time be owned and acquired by the Debtor.
  - 4.1.5 the single production right to the original idea and story upon which the Production is based, all scripts, screenplays and other written materials used or to be used in connection with the Production;
  - 4.1.6 the synchronization rights in and to the lyrics, music and musical compositions as may be owned or acquired by Producer for use in the Production to the extent of such single use only;
  - 4.1.7 all copyrights and licences obtained or to be obtained by Producer for use in connection with the Production to the extent of such single use only;
  - 4.1.8 all sums obtained or to be obtained by Producer from distribution, exhibition and exploitation of the Production, including without limitation all moneys due or to become due to Producer under any distribution agreements entered into by Producer for the distribution of the Production; and
  - 4.1.9 all recoveries under insurance policies issued in connection with the Production.
- 4.2 The Debtor expressly warrants that to the best of its knowledge and belief it has good title to its interest in the Collateral now due and will have good title to its interest in the Collateral to become due, free and clear of all liens and encumbrances except for the security interest granted hereby, the security interests in section 7.1 hereof or as disclosed to ACTRA and that no restrictions exist, or will exist by agreement or otherwise, with respect to any of the said Collateral which impair the right of the Debtor to make this charge.

## **5 ENFORCEMENT COSTS**

ACTRA acknowledges that it shall be solely responsible for all costs and expenses, including legal fees and disbursements, in perfecting and enforcing any of its rights under this Security Agreement, save and except as herein provided.

## **6 RIGHTS AND OBLIGATIONS OF DEBTOR**

The producer shall:

- 6.1.1 at no cost, execute and deliver such further agreements, contracts, documents and instruments (each a "Security Document") as ACTRA may reasonably prepare, require to perfect, protect or maintain the Security Interest provided for herein. If, within ten (10) business days of notice from ACTRA requesting any such Security Document, Producer fails to execute and deliver it consistent with the rights of ACTRA or to provide ACTRA with notice specifying with particularity Producer's

objection to so doing, then Producer hereby irrevocably appoints ACTRA its true and lawful attorney-in-fact to execute, deliver, file and record, on its behalf and in its name, such Security Document. ACTRA will promptly provide Producer with a true and complete copy of each Security Document executed by ACTRA under this paragraph along with full information regarding each jurisdiction where it has been registered, filed or recorded.

- 6.1.2 use all reasonable good faith business efforts to defend, at its own cost and expense, Producer's right, title and interest in and to the Collateral, and the Security Interest and rights of ACTRA, against all claims of infringement and against any and all claims by third parties arising out of or resulting from the use in the Production of any story, adaptation, idea, impersonation, character, photograph, music, musical composition or other material, provided that Producer may satisfy this requirement if Producer causes ACTRA to be named as an additional insured, as its interest may appear, on any standard policy of errors & omissions insurance maintained by Producers or its successors in interest with respect to the Production.
- 6.2 ACTRA acknowledges that Producer, and its successors, licensees, and assigns, are the persons undertaking the release and exploitation of the Production and all rights within or arising from it. ACTRA further acknowledges that prior to ACTRA realizing on its Security Interest in accordance with this Security Agreement, nothing in this Security Agreement authorizes or permits ACTRA to delay, enjoin, impede, impair or otherwise interfere with the development, production, distribution, advertising, marketing, turning to account or other exploitation of the Production or any of the Collateral which is undertaken, authorized, permitted or allowed by Producer or any of its successors, licensees, or assigns in the sole exercise of their good faith business judgment, and nothing in this Security Agreement requires or prevents Producer or any of its successors in interest from taking or refraining from taking any action for any infringement or piracy of any rights in the Production or Collateral. ACTRA agrees that Producer has no obligation under this Security Agreement to release the Production or to exploit the Production or to realize any moneys with respect thereto in any manner
- 6.3 Until default or unless otherwise agreed with the Secured Party, the Debtor may deal with Collateral in the ordinary course of the Debtor's business in any manner consistent with the provisions of this Security Agreement. If the Debtor desires to change its principal place of business or mailing address from that described in paragraph 1.2 above or if the Debtor wishes to move its records and accounts from that described in paragraph 1.3 above, or if the Debtor wishes to move the Production negatives or the positive copies of the Production from the locations described in paragraphs 1.3, 1.4 and 1.5 above, the Debtor shall notify the Secured Party of the relevant change and do all such acts and execute all such documents as are required by ACTRA to effectively preserve and perfect the Secured Party's security therein in the jurisdiction to which such assets have been moved. For clarity, nothing herein shall require Debtor to notify ACTRA of the removal by any distributor of prints incorporating the Production.
- 6.4 The Debtor shall defend its own rights in Collateral against the claims and demands of all persons. The Debtor shall use its best efforts to maintain the negative and positive copies of the Production in Debtor's possession in a condition and state of repair that preserves the value of such Collateral. The Debtor will not knowingly commit or permit damage to or destruction of the negative of the Production.

6.5 The Debtor shall notify the Secured Party promptly of:

- a) any material change in the information contained in this agreement (including the schedules hereto) relating to the Debtor, the Debtor's business or Collateral,
- b) the details of any change in name or address of the Debtor or location of Collateral;
- c) the details of any disposition of the negative of the Production;
- d) the details of any claim, or litigation materially affecting the ownership of the Collateral;
- e) any material loss of or damage to Collateral;
- f) any material default known to Debtor by any distributor or broadcaster which materially affects the likelihood of further use fees to ACTRA in respect of the Production.

6.6 The Debtor will conduct its business and affairs in a proper and efficient manner in accordance with applicable law and keep records relating to the Production in accordance with generally accepted accounting procedures. The Debtor shall pay all charges, taxes, assessments, claims, liens and encumbrances relating to Collateral or the Debtor's business and affairs when the same become due. The Debtor will deliver to the Secured Party promptly such information concerning Collateral, the Debtor and the Debtor's business and affairs as the Secured Party may reasonably request.

## **7 SUBORDINATION OF ACTRA SECURITY AGREEMENT**

7.1 ACTRA acknowledges and agrees that the Security Interest will rank subordinate to security interests of the following: chartered bank, trust company or other recognized lending institution; government funded financiers, and (subject to the prior written approval of ACTRA) other lenders or financiers who specifically require priority providing project financing in respect of the Production.

Specifically in respect of the Production ACTRA hereby acknowledges and agrees that its Security Interest hereunder ranks subordinate to the security interests, whether registered or otherwise, of the following secured parties with respect to the Debtor and the Collateral:

Prior Secured Parties: \_\_\_\_\_

7.2 ACTRA further acknowledges that Producer, or its assigns, affiliates or successors, have licensed and may from time to time license certain rights in the Production to one or more distributors or licensees, which rights either have been or may be secured by security interests with respect to rights granted to them. ACTRA agrees that so long as all statements of receipts and payments have been timely paid or made by such distributor or licensee to Producer with respect to the rights and territories granted to such distributor or licensee, ACTRA will not disturb the peaceful and quiet enjoyment of the rights granted to such distributor or licensee, nor attempt to enjoin, impair or interfere with the exercise of its rights.

7.3 In the event that the Producer defaults (as per Article 8) and fails to adequately assert or protect its contractual or other rights to receive payments from third parties, pursuant to Licensing or Distribution agreements or the like, the Debtor agrees that ACTRA shall have the right of subrogation and it shall be entitled to take any steps it deems necessary for the protection of such rights, including, but not limited to, the right to commence any legal action in the place of the Debtor. However, any such step or action shall be in ACTRA's name and at ACTRA's sole expense. ACTRA shall be reimbursed for any and all reasonable costs of the action, audit, or the like in first position from any funds recovered. All recovered funds shall be directed to be paid and held by a trustee, who will disburse such funds in accordance with entitlement.

## **8 EVENTS OF DEFAULT**

8.1 The Debtor shall be in default under this Security Agreement upon occurrence of any of the following:

8.1.1 Non-payment when due, whether by acceleration or otherwise, of any amounts secured by this Security Agreement, or the failure to comply with any provisions of Part B of the IPA in any material way, subject to paragraph 8.1.2.

8.1.2 Failure to comply within 30 days after written notice from the Secured Party demanding compliance with any provision contained in the IPA or this Security Agreement and if compliance is not practically possible, failure to take steps that will produce compliance as soon as is reasonably practical.

8.1.3 If any representation or statement made or furnished in this Security Agreement or under the IPA to the Secured Party by or on behalf of the Debtor proves in any material respect to have been false when made or furnished.

8.1.4 Bankruptcy of the Debtor; the filing against the Debtor of a petition in bankruptcy if such petition remains uncontested for 30 days; the making of an authorized assignment for the benefit of creditors by the Debtor; the appointment of a receiver, trustee, or liquidator for the Debtor or for any asset of the Debtor if such appointment continues for 30 days or more; or the institution by or against the Debtor or any type of insolvency proceeding or creditor re-arrangement.

## **9 SECURED PARTY RIGHTS AND OBLIGATIONS**

9.1 In addition to the rights granted herein, the Secured Party may enforce any other rights and remedies it may have at law or in equity, and specifically shall have all rights and remedies of a secured party under the PPSA. All rights and remedies of the Secured Party shall be cumulative.

9.2 The Secured Party shall have the right at any time upon reasonable notice to confirm the existence and state of Collateral in any manner the Secured Party may consider appropriate and the Debtor agrees to furnish all assistance as the Secured Party may reasonably request in connection therewith. Upon the occurrence of an event of default, the Debtor grants to the Secured Party or its agents access to all places where Collateral

may be located and to all premises occupied by the Debtor for the purposes of inspection or obtaining possession.

- 9.3 The Secured Party may appoint by instrument a receiver or other person to act on its behalf before or after default or in any insolvency or like proceedings (receiver includes a receiver-manager). The appointee has all the powers of the Secured Party under this Security Agreement. In addition, on instructions from the Secured Party, the receiver shall be entitled in connection with any enforcement proceeding hereunder to carry on the business of the Debtor in respect of the Production with all the powers that the Debtor would have to operate its business for such time as the receiver determines advisable and in the best interest of the Secured Party.
- 9.4 The Secured Party may, subject to Debtor's rights under the PPSA, take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give binding receipts and discharges therefor. The Secured Party in possession may, subject to Debtor's rights under the PPSA, use Collateral as it sees fit, providing that any income from Collateral is applied to the Debtor's account. Upon default, the Secured Party may also, subject to Debtor's rights under the PPSA, sell, lease or otherwise dispose of Collateral in any commercially reasonable manner.
- 9.5 At any time after the occurrence of an event of default the Secured Party may direct account debtors of the Debtor in respect of the Production to make all payments owing to the Debtor directly to the Secured Party by notifying such account debtors of the Secured Party's interest, either before or after default; and upon notice from the Secured Party to the Debtor, any payments received by the Debtor in respect of the Production whether before or after notification to account debtors, shall be held by the Debtor in trust for the Secured Party in the same medium in which received, shall not be commingled with any assets of the Debtor, and shall be turned over to the Secured Party forthwith upon receipt.
- 9.6 The Debtor agrees to pay, subject to limitations under the PPSA or IPA, all charges, including solicitors', auditors', receivers' or like persons' costs and remuneration or other expenses reasonably incurred by the Secured Party or other party appointed by the Secured Party in operating the Debtor's accounts but the Secured Party shall pay the fees and expenses of preparing or otherwise enforcing the terms of this Security Agreement.
- 9.7 No variation, amendment (except for any schedule which may be added hereto pursuant to the provisions of this agreement) or waiver of any provision of this Security Agreement shall be effective unless made by written agreement executed by the parties to this Security Agreement. The Secured Party may remedy any default or perform any duty of the Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. The Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with Collateral and other securities as the Secured Party may see fit without prejudice to the liability of the Debtor, or the Secured Party's right to hold and realize Collateral.

## **10 SUCCESSOR INTERESTS**

10.1 This Security Agreement shall enure to the benefit of the and be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns.

## **11 APPLICABLE LAW**

11.1 This Security Agreement shall be governed by the laws of the Province of Ontario, unless otherwise agreed by the parties.

## **12 TERMINATION**

12.1 Upon provision to ACTRA of a Purchaser's Assumption Agreement, or a Distributor's Assumption Agreement or a Distribution Guarantee in accordance with the provisions of the IPA, ACTRA shall be deemed to have discharged its security interest and ACTRA shall, at the written request and at no cost to Debtor, cancel and discharge all security interests under this Security Agreement and execute and deliver to the Debtor such deeds or other instruments (collectively, "Release Documents"; individually, a "Release Document") as shall be required to effect such discharge and to register notice of such discharge under the PPSA and such other jurisdictions as the Secured Party may have registered its security interest. If within 10 business days of notice from Debtor requesting any such Release Document, ACTRA fails to execute and deliver it or to provide to Debtor notice specifying with particularity ACTRA's objection to so doing, then ACTRA hereby irrevocably appoints Debtor its true and lawful attorney in fact to execute, deliver, file and record on its behalf and in its name such Release Documents. Debtor will promptly provide ACTRA with a true and complete copy of each Release Document executed by Debtor under this paragraph along with full information regarding each jurisdiction where it has been registered, filed or recorded.

**Appendix 8 - Distribution Guarantee (for Approved Distribution Guarantors)**

( (See Article A517c)

*The Guarantor shall sign the following Distribution Guarantee on its own letterhead and forward it to the local ACTRA office.*

Production: \_\_\_\_\_

Date: \_\_\_\_\_

Guarantor: \_\_\_\_\_

Producer

(if not Guarantor):

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

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Address at which Guarantor keeps its records concerning accounts and contracts (if different than above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The negatives in connection with Production will be processed by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The positive copies of the Production for distribution will be made by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Guarantor has the following distribution rights in respect of the Production:

Media	Territory	Term

WHEREAS the Producer is a party to the Independent Production Agreement between the Canadian Film and Television Production Association (CFTPA) and the Association des Producteurs de Film et de Television du Quebec (APFTQ) and the ACTRA Performers Guild ("ACTRA") dated August 9, 1999 (the "IPA");

AND WHEREAS the Production was produced by the Producer under the terms and conditions of the IPA;

AND WHEREAS pursuant to Articles A516, A517 and A518 of the IPA, ACTRA has agreed to release other forms of security which it may hold in respect of the Production provided that

Producer provides ACTRA Performers' Rights Society (ACTRA PRS) with a Distribution Guarantee from an Approved Distribution Guarantor in this form;

AND WHEREAS ACTRA has accepted Guarantor as an Approved Distribution Guarantor;

NOW THEREFORE the parties hereby agree as follows:

1. In consideration of ACTRA releasing and/or foregoing other forms of security which it may hold in respect of the Production, The Guarantor hereby unconditionally guarantees the performance of the reporting requirements with respect to the distributing rights which Guarantor has in the Production, as set out above, and unconditionally guarantees the payment of all amounts which may become due pursuant to Article B4 or B5 of the IPA in respect of the Distributors' Gross Revenue generated from the distribution, exhibition or exploitation of the Production in all media and territories in respect of which the Guarantor holds distribution rights as set out above, including Residual Payments, Use Fees, administration fees, and Insurance and Retirement payments related thereto that are now due or may become due to any Performer, ACTRA, ACTRA PRS and/or ACTRA Fraternal Benefit Society ("ACTRA FBS") (collectively "ACTRA").

2. ACTRA shall execute any and all documents necessary to discharge and terminate any and all security interests or encumbrances of any kind in relation to the Production in respect of the media, territories and term set out above, that ACTRA holds which was previously granted to ACTRA and shall file such documents with the appropriate Government agency.

3. If the Guarantor transfers any interest in the distribution rights set out above to a third party and desires to be relieved of its obligations attached to those distribution rights, Guarantor shall be released from this Guarantee to the extent that those distribution rights are transferred, on delivery to ACTRA of a Security Agreement pursuant to Article A517b) or a Distribution Guarantee or Distributor's Assumption Agreement from another Approved Distribution Guarantor.

4. Nothing herein is intended, nor shall it be construed, to impose any greater obligations on the Guarantor than would apply to a Producer under the terms and conditions of the IPA. By the same token, Guarantor shall be entitled to all of the rights and benefits accorded to a Producer under the terms of the IPA.

5. This Guarantee is a continuing guarantee binding upon the Guarantor and its successors and assigns, and enuring to the benefit of, and enforceable by, ACTRA and its successors and assigns. The obligations of Guarantor hereunder shall not be discharged, affected impaired or released by any insolvency, bankruptcy, reorganization, merger, affiliation, liquidation, dissolution or similar proceeding.

6. The right of Guarantor to distribute, exhibit or exploit the Production in the media, territories and for the term described above, shall be subject to and conditioned upon the prompt reporting and payment of Use Fees due in accordance with the terms set out in the IPA. It is expressly understood that so long as such reports are submitted and payments are made, neither ACTRA nor its members shall interfere with the Guarantor's quiet enjoyment of its right to distribute, exhibit and/or exploit the Production in the territories, media and for the term set out in above.



7. All notices, requests, demands or other communications required or permitted pursuant to this Guarantee shall be governed by the terms and conditions of the IPA. (See Article A108f)

8. Copyright in the Production has been or upon its completion will be duly registered in the following countries: \_\_\_\_\_ free and clear of adverse claims and liens other than those created hereby or as disclosed herein.

9. Guarantor warrants that it is duly organized and exists under the laws of the Province / State / Country of \_\_\_\_\_, and is not restricted by its charter documents or otherwise from entering into this guarantee.

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

(Producer)

(Approved Distribution Guarantor)

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

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

ACTRA Performers Guild - Branch

ACTRA Performers' Rights Society

Per: \_\_\_\_\_  
(print name / title / branch)

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

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX 9 - Distributor's Assumption Agreement**

(See Article A520)

*The Guarantor shall sign the following Distribution Assumption Agreement on its own letterhead and forward it to the local ACTRA office.*

Whereas \_\_\_\_\_ (the "Distributor") is an Approved Distribution Guarantor, and has acquired from \_\_\_\_\_ (the "Producer") certain rights in the Production entitled \_\_\_\_\_ (the "Production");

And Whereas the Production was produced pursuant to the ACTRA Independent Production Agreement, covering Performers in Independent Production between the Canadian Film and Television Production Association (CFTPA), the Association des Producteurs de Film et de Television du Quebec (APFTQ) and the ACTRA Performers Guild (ACTRA) in effect from August 9, 1999 to December 31, 2001 (the "IPA");

The parties hereto agree as follows:

1. In consideration of ACTRA agreeing to the licence 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 IPA to remit Use Fees to the Performers in the Production payable under Part B of the IPA. The Distributor acknowledges receipt of the IPA and warrants that all Use Payments that shall become due and payable pursuant to Part B shall be paid under the terms and conditions contained in Part B.

2. The Distributor is distributing or licensing the Production:

- a) (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) \_\_\_\_\_

c) 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 ("ACTRA PRS"), in respect of the Performers in the Production. It is agreed that ACTRA PRS shall be entitled to pursue all remedies available at law, in the event that such Payments are not made when due in addition to the remedies provided for in Part B.

4. The Distributor acknowledges that in accordance with Article B510, the aggregate Use Payments are due on a bi-annual basis for the first two years after the completion of 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 ACTRA PRS all statements delivered to the Producer or to Government funding agencies or financiers regarding Gross Revenue. Any payments received after the due date shall be subject to a claim for interest at the Prime rate of interest plus 3%, calculated monthly.

5. The Distributor acknowledges its obligation under Article 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 a Producer (or Distributor) liable for negligence, provided the said employee acts in a bona fide fashion.

6. As the Producer has executed a Security Agreement and financing statement in favour of ACTRA, 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 only be relieved of its obligations to ACTRA upon any sale or other disposition of the Production or any rights in the Production to a third party, if the third party which acquires the Production or any such rights signs an Assumption Agreement in this form with Distributor and ACTRA.

8. ACTRA hereby relieves the Producer of its obligations under the IPA with respect to the Production.

9. The parties hereto acknowledge that any dispute arising from the interpretation, administration or enforcement of this Agreement and the relevant Articles of Part B of the IPA shall be submitted to final and binding arbitration under Article B701 and Appendix 11.

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

Distributor

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

The ACTRA Performers Guild - Branch

The ACTRA Performers' Rights Society

Per: \_\_\_\_\_  
(print name / title / branch)

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

Producer

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

**APPENDIX 10 - Purchaser's Assumption Agreement**

(See Article A519a)

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

And whereas the Production was produced pursuant to Independent Production Agreement, covering Performers in Independent Production between the Canadian Film and Television Production Association (CFTPA), the Association des Producteurs de Film et de Television du Quebec (APFTQ) and the ACTRA Performers Guild (ACTRA) in effect from August 9, 1999 to December 31, 2001 (the "IPA");

The parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the IPA 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 IPA to be paid by the Producer to or for the Performers in respect of the Production.

2. As the Producer has executed a Security Agreement and financing statement in favour of ACTRA, the Purchaser acknowledges and agrees that its right to exploit the Production are subject and subordinate to ACTRA's Security Interest. ACTRA agrees that so long as all the continuing obligations contained in the IPA 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 in respect of the Production.

3. The Purchaser will be relieved of its obligations to ACTRA upon any sale or other disposition of the Production only if the party which acquires the Production signs an Assumption Agreement in this form with Purchaser and ACTRA.

4. ACTRA hereby relieves the Producer of its obligations under the IPA with respect to the Production.

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

Purchaser Per: \_\_\_\_\_  
(print name / title)

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

The ACTRA Performers' Rights Society Per: \_\_\_\_\_  
(print name / title)

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

## APPENDIX 11 - Dispute Resolution Mechanism

( (see Article A709d)

The following provisions are based on the relevant provisions of the *Canada Labour Code*, R.S.C. 1985, c.L-2, as amended (in effect on September 7, 1995). For ease of reference the term "Board" has been replaced with the term "Arbitrator", appropriate modifications have been made to the language of the provisions and new sequential numbers have been assigned. This Appendix contains a complete set of provisions governing the arbitration procedure in relation to disputes arising from Appendix numbers 2 and 4 and the provisions of Articles B3 to B6, inclusive of Part B of the Agreement.

### 1. Definitions

- a) *Arbitrator* means a sole arbitrator that has been selected by the Parties to this Agreement or appointed by the Minister, under the provisions of Articles A709d) or B701;
- b) *bargaining unit* means the unit defined by this Agreement, which unit the parties agree is appropriate for collective bargaining;
- c) *employee* shall mean a Performer covered by the terms of this Agreement;

### 2. Powers of Arbitrator

The Arbitrator has, in relation to any proceeding before it, power:

- a) to summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce such documents and things as the Arbitrator deems requisite to the full investigation and consideration of any matter within its jurisdiction that is before the Arbitrator in the proceedings; [s.16(a) of the Code]
- b) to administer oaths and solemn affirmations; [s.16(b)]
- c) to receive and accept such evidence and information on oath, affidavit or otherwise as the Arbitrator in her or his discretion sees fit, whether admissible in a court of law or not; [s.16(c)]
- d) to examine, in accordance, with any regulations of the Canada Labour Relations Board, such evidence as is submitted to her or him respecting the membership of any employees in a trade union; [s.16(d)]
- e) to examine documents forming or relating to the constitution or articles of association of a trade union or council of trade unions that is alleging that it holds representation rights, for the purposes of administering the provisions of Appendix 4;
- f) to make such examination of records and such inquiries as it deems necessary; [s.16(f)]
- g) to require an Producer to post and keep posted in appropriate places any notice that the Arbitrator considers necessary to bring to attention of any Performers any matter relating to the proceeding; [s.16(g)]

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

### **3. Review or amendment of orders**

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

### **4. Application of orders**

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

### **5. Interim decision**

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

c) In this section, decision includes an order, a determination and a declaration.

## **6. Exercise of powers and duties**

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

## **7. Final and Binding Nature of Decision**

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

**APPENDIX 12 - Standard Contract Form**

( (See Article A804)



**APPENDIX 13 - Statutory Declaration For Casting Directors**

(see Article A806)

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

**Statutory Declaration**

I, \_\_\_\_\_, have been engaged as a casting director, or in another position in which I am responsible for engaging Performers, which for the purposes of this Declaration shall include Background Performers, by \_\_\_\_\_ (“ Producer”) in respect of the production of \_\_\_\_\_ (the “Production”).

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

- i) do not act as an agent for Performers;
- ii) do not and shall not act so as to require Performers to join a specific agency,
- iii) do not directly or indirectly own or operate a talent agency,
- iv) do not receive any money from any talent agency for using Performers represented by such agency,
- v) will not give any personal information relating to any Performer to any talent agency, except for the agency which represents such Performer,
- vi) will not be eligible to work on an ACTRA Performer contract or Background Performer voucher.
- vii) will, when negotiating terms of engagement with Performers or their agents, negotiate in good faith. Without limiting the generality of the foregoing, I will not apply undue pressure or coerce Performers into accepting only minimum terms and conditions. Furthermore, I will negotiate only the terms and conditions applicable to the particular engagement without explicit or implicit reference with respect to any other engagement.

I understand that ACTRA and the Producer are relying on this Declaration in order to permit me to be engaged as a Casting Director in respect of the above noted Production, and that this Declaration shall survive and not merge upon the completion of 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 14 - Declaration of Parent in the Engagement of Minors

(See Article A2704a)

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

- 1) If your child is offered a Role in a film or television Production, you, as the Parent, are required to complete and sign this form and return it to the Producer prior to a contract being entered into engaging your child.
- 2) You have the ultimate responsibility for the health, education and welfare of your child in making decisions concerning your child with respect to his/her engagement in a Role in a film or television project. The better informed you are, the better informed decisions you will make.
- 3) Firstly, you must be familiar with the requirements of the Role your child is being considered for - this usually means reading the script. It may help you to speak to the Producer or Director to get a clear picture of what the Role entails.
- 4) Having familiarized yourself with the requirements of the Role, you are required to disclose hereunder any medical history or condition or any attitudinal or psychological condition which you are aware of which might foreseeably interfere with or impact on your child's ability to do what may be required. If you think something might be important but you are not sure, please fill it in.
- 5) If your child is less than 16 years of age, you must accompany your child to or from the set or location and must be accessible while your child is on the set. If your child is 16 years of age or older, it is your right to be accessible at all times when your child is on set.
- 6) If you cannot attend, you shall appoint a chaperon for your child. It is strongly recommended that this person has your confidence to act in your child's best interests. The appointment shall be in the form of Appendix 15 and must be completed in triplicate: one copy to be delivered to the Producer, 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 Producer to obtain emergency treatment when you cannot be contacted at once.
- 8) You are also responsible to ensure your child's education is taken care of when your child is working. If your child is required to work during regular school days and this interferes with your child's education, you should consult the school principal or your child's teacher and ask them what tutoring the child may need. The Producer will institute the tutoring plan proposed by the principal or teacher, but is up to you to make sure this is taken care of.
- 9) Article A2716 of the IPA provides that after a Minor's total lifetime remuneration reaches \$5,000, 25% percent of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the Producer 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.

10) The Minor :

is a resident of Canada within the meaning of the Income Tax Act of Canada

is not a resident of Canada within the meaning of the Income Tax Act of Canada

If the residence of the Minor changes, I hereby undertake to promptly notify ACTRA PRS of the change.

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

Date: \_\_\_\_\_ day of \_\_\_\_\_,

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

**APPENDIX 15 - Chaperon Form & Emergency Medical Authorization Form**

(See Articles A2704a and A2708c)

**APPOINTMENT OF CHAPERON**

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

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

1) I, \_\_\_\_\_ (Name of Parent/Custodian), am the Parent or legal custodian of \_\_\_\_\_ (Name of Minor), who is ten years of age or older.

2) I hereby appoint \_\_\_\_\_ (Name of Chaperon) to be the Chaperon of the above noted Minor, my child for all times that I am unable to accompany my child to or from the set and remain in attendance while my child is present on the set.

3) I agree to advise you if I will accompany my child instead of the Chaperon any time during the production. I warrant that the Chaperon I have appointed has my full authority and confidence to supervise and care for the above noted Minor during this production.

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

\_\_\_\_\_) )  
Witness ) Signature of Parent or guardian  
Tel: \_\_\_\_\_

**CONSENT OF CHAPERON**

I, \_\_\_\_\_ (name of Chaperon), have read and familiarized myself with the provisions of the current IPA relating to Minors (in particular A2708), 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, prevails at all times and I consent to assume this responsibility. I warrant I am at least 21 years of age.

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

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

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

\_\_\_\_\_

Telephone Number \_\_\_\_\_

**EMERGENCY MEDICAL AUTHORIZATION FORM**

This form is to be completed and signed by the Parent of a child Performer six years of age or older.

I, \_\_\_\_\_, am the Parent of \_\_\_\_\_, a child Performer, who is a minor, engaged under the terms of the IPA, and I hereby authorize the Producer 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 other Parent, of the child is unavailable to provide the consent.

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

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

\_\_\_\_\_  
Signature of Parent or Guardian

Tel: \_\_\_\_\_

**APPENDIX 16 - Audition Sign-In Sheet**

(See Article A2801)

**Appendix 17 - Background Performer Voucher**

(see Article C402, C406)

## **APPENDIX 18 - Canadian Independent Production Incentive Program (CIPIP)**

### **1. PURPOSE**

- a) The purpose of the CIPIP is to encourage low-budget Canadian film and television projects engaging professional Performers represented by ACTRA.
- b) To this end, Performers' minimum fees under the Independent Production Agreement ("IPA") may be discounted in CIPIP-qualified projects in accordance with the Schedule of Discounts found below.

### **2. APPLICATION PROCEDURE**

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

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

- a) New Projects Only: No projects which are in production or which have previously been in production under the IPA may apply;
- b) Canadian Content: Projects must be able to qualify as Canadian content under the requirements of the Canadian Audio Visual Certification Office (CAVCO);
- c) Certified Budgets: Budgets of qualifying projects must be certified by a bonding company or public agency, such as Telefilm Canada. Where it is not possible to provide a Certified Budget, the Producer agrees to sign a statutory declaration that the budget submitted is the true and final budget.
- d) Open Market: Any project seeking qualification under CIPIP cannot have its world distribution rights pre-sold to finance production, i.e. there must be meaningful open markets for distribution of a CIPIP-qualified project. Distribution rights for Canadian Use only may be pre-sold to finance production;
- e) Qualified Producer: To access the CIPIP, the Producer(s) of a project must be CFTPA-qualified (or APFTQ-qualified).



- 4. EXCLUDED PROJECTS** The CIPIP does not apply to the following types of projects:
- a) Industrial / corporate video;
  - b) All Productions of any type which are 15 minutes or less in length;
  - c) Animated Productions or Series;
  - d) Dubbing;
  - e) Pilot Productions (for which the Producer is utilizing Article B206 of the IPA).
- 5. SERIES** Producers seeking qualification for television Series must reapply for CIPIP approval for each production cycle or season of such Series. Producers wishing to engage Performers on Series option contracts must conform to the requirements of Article A805 of the IPA for Performers.

**6. SCHEDULE OF DISCOUNTS OF MINIMUM FEES**

Budget	All-Canadian Cast Percentage Discount	* Other Percentage Discount
<i>Features, Movies of the Week (MOWs) and each Two hours of Mini-Series</i>		
Under \$1,200,000.	35%	25%
\$1,200,001 to \$1,800,000.	25%	15%
<i>Super Low Budget Features &amp; MOWs [see Note 1]</i>		
Under \$137,500.	45%	35%
<i>TV Series - On Film (per 1/2 hour) [see Note 2]</i>		
Up to \$121,000.	30%	20%
\$121,001. to \$272,000.	20%	10%
\$272,001 to \$393,000.	15%	5%
<i>TV Series – On Tape (per 1/2 hour) [see Note 2]</i>		
Up to \$25,000	40%	30%
\$25,001 to \$60,500.	30%	20%
\$60,501. to \$121,000.	20%	10%
\$121,001. to \$181,500.	15%	5%
<i>TV Drama Specials and One off Productions (per 1/2 hour and less than 2 hours)</i>		
Up to \$302,500.	35%	25%
\$302,501 to \$363,000.	25%	15%
\$363,001. to \$423,500.	15%	5%

Note 1 Re: Limitation on Super Low-Budget Features and MOWs:

- a) This limitation will apply to Producers who have not previously produced a feature film or MOW.
- b) A Producer may produce only one project under this category.
- c) A minimum of 10% of the total Production budget must be apportioned to cast.

- d) The following statement must appear directly under the ACTRA Logo in the credit roll in all prints of the Production - *This Production was made with the generous support of the ACTRA membership.*

Note 2 Re: Series:

CIPIP discounts will not apply to Series beyond the production of the initial 65 Episodes, except in the case of game, talk, panel, exercise, cooking and similar skill or craft oriented programs.

**Nota Bene**

- a) Minimum fees payable to Performers in Background Performer categories may not be discounted. However, the minimum daily requirement for Background Performers may be ten (10) Qualified Extras.
- b) Discounts noted above are to be calculated solely upon the minimum daily, hourly, overtime, and weekly fees under the IPA. No other rates or fees (including the Residual, Prepayment or Use Payments, if exercised) in the IPA may be discounted.
- c) The Schedule of Discounts under the Other category (above) represents the discounts in minimum fees applicable in the event that a Producer wishes to engage a non-Canadian Performer in a CIPIP project. Such non-Canadian Performer may not be paid fees (including deferrals) higher than the second highest paid Performer on the project.

**7. CREDITS**

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

**8. PRIOR NOTICE AND RIGHT TO NEGOTIATE**

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

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

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

- 10. JOINT ADMINISTRATION** The CFTPA and the APFTQ agree to administer the CIPIP in all facets jointly with ACTRA on a principle of equality between ACTRA and the Producer Associations. ACTRA and the Producer Associations will monitor the progress of any CIPIP project and will intervene should there be any default in a CIPIP produced project. The CFTPA and APFTQ undertake to work jointly with ACTRA to resolve any problems which may occur on a project, and recover any monies which may be owing to Performers.
- 11. TERM** To monitor the application and effectiveness of the CIPIP, representatives of ACTRA, CFTPA and APFTQ shall meet periodically (but no less frequently than every six (6) months) during the term of the CIPIP.

## APPENDIX 19 - Daily Serials (Soaps)

The Independent Production Agreement (“IPA”) may be amended as follows with respect to the Production of Daily Serials (Soaps) produced in Canada engaging Performers represented by ACTRA.

1. **OPTIONS** The Producer may exercise the provisions of Article A2901 of the IPA and negotiate options with Performers who are Series Regulars consistent with the provisions of Article A2901 with the following variations:
  - a) Complete exclusivity shall be limited to Daily Serials (Soaps).
  - b) Hiatus periods shall be limited to one eight-week production hiatus per year, plus two weeks production shutdown at Christmas/New Years. Any extensions or additional breaks beyond those specified will require payment of the Contracted Fees to Series Regulars.
  - c) Performers may request time off to work on other Productions with four weeks notice to the Soap Producer. Permission shall not be unreasonably withheld.
  - d) The minimum Option compensation payable to the Series Regular shall be an additional 25% above minimum (rather than 50% provided in Article A2901) for a maximum three year option period.
  - e) Series Regulars may be contracted on the following minimum basis:

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

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

Notice of pick-up of Options for subsequent periods will be provided to Performers four weeks prior to the end of the previous period in the case of thirteen week period pick-ups, or six weeks notice in the case of 26 or 52 week option period pick-ups. Failure to provide such notice in accordance with the required time specified above shall mean that the Option for the subsequent period has been picked up automatically.

2. **VACATIONS** Series Regulars shall be entitled to two consecutive weeks' paid vacation to be taken during each confirmed fifty-two week contract period, such entitlement effective following the exercise of the options confirming a 52 week period. For each week of vacation, the Performer will receive vacation pay at the Performer's individual performance rate times the number of performances per week guaranteed.
3. **TURNAROUND** The minimum rest between days will be 12 hours (rather than 11 hours).
4. **CREDITS** Performer credits must be run no less than once per broadcast week.

5. **OVERTIME** The regular work shall consist of 8 hours (exclusive of required meal periods and fifteen minutes of straight time per day for makeup). When two half-hour shows are produced on a single work day, the straight time work day may be extended to eleven hours after which time Overtime will be paid at double time per hour.
6. **ANNUAL FEE INCREASES** Series Regulars will receive a minimum 20% increase in fees per year (rather than 15% provided in Article A2901).
7. **SCRIPTS** Scripts shall be provided to Series Regulars at least twenty-four hours in advance of production of the applicable Episode. It is understood that minor script revisions may be provided to the Performers within twenty-four hours. Failure to provide scripts twenty-four hours in advance of production of an Episode will require payment to the Performer(s) affected at the Performer's contracted hourly rate for a minimum of two hours.
8. **RECAPS** Producers may utilize up to a total of three minutes of clips (per Episode) from a prior Episode to recap a storyline without additional compensation to the Performers appearing in the clips.
9. **ADMINISTRATION FEES** Producers will remit Administration Fees totaling \$1,000 per week of production, which sum may be divided between the ACTRA & CFTPA/APFTQ on a 50/50 basis. The ACTRA PRS Administration Fee of 0.5% shall be paid to ACTRA PRS in accordance with the IPA.
10. **NOTIFICATION OF SCHEDULED DAYS** Performers shall receive tentative notification of days to be worked not less than 2 weeks in advance of a production week. Final confirmation of scheduled days of work will be provided to Performers not later than the Wednesday of the prior week
11. **ADVANCE OPTION** As an exception to Article B502, Soap Producers may exercise the 25% Advance option provided in Article B501 b).

Except as provided above, the provisions of the IPA (including the term of the Agreement) shall apply in all respects to the production of Soaps.

## APPENDIX 20 – The Dubbing Section

### ARTICLE 1 - RECOGNITION AND APPLICATION

- 101 The provisions of the present Dubbing Section (i.e. "this Dubbing Section") stand alone. The provisions of the Independent Production Agreement (IPA) shall apply where the Dubbing Section is silent. If there is a conflict between a matter specified in the Appendix and the IPA, this Appendix 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 Associations and ACTRA. Each Producer who agrees to adhere to this Dubbing Section shall sign a Voluntary Recognition Agreement signifying acceptance of the rates and conditions contained herein (see Appendix 3). It shall be executed in any number of counterpart originals, each counterpart signed by a Producer having the same effect as an original.
- 105 This Dubbing Section shall be administered jointly by ACTRA and the Associations in all its facets on a principle of equality between ACTRA and the Associations in all matters pertaining to the administration of the Dubbing Section's provisions. Questions regarding interpretation of the meaning of the clauses in this Dubbing Section may be directed to any of the Associations with experience in Dubbing or to 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.
- 107 **Rights of Producer.** Except to the extent specifically modified in this Dubbing Section, all rights and prerogatives of management, administration and direction are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producer's rights shall include:

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

108 **General Provisions:**

- a) The term ACTRA refers to the ACTRA Performers Guild and includes, where the context requires it, any Branch or local Union of ACTRA.
- b) The term “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.
- c) Notices or documents required to be given or sent pursuant to this Dubbing Section shall be delivered personally, by courier or sent by fax, addressed as follows:

To ACTRA :                   ACTRA Performers Guild  
2239 Yonge Street  
Toronto, Ontario  
M4S 2B5  
Fax; (416) 489-8076  
Attention: National Executive Director

To the Associations: Canadian Film & Television  
Production Association  
20 Toronto St., Ste 830  
Toronto, Ontario  
M5C 2B8  
Fax: (416) 304-0499  
Attention: Director - Industrial Relations

Association Québécoise des Industries  
Techniques du Cinéma et de la Télévision  
c/o 2101 ouest rue Ste-Catherine  
Montréal, Québec  
H3H 1M6  
Telephone (514) 939-5060  
Fax: (514) 939-5070  
Attention: President

L'Association des Producteurs de Films

Et de Télévision du Québec  
740 rue St. Maurice  
Bureau 408  
Montreal, Quebec  
H3C 1L5  
Fax: (514) 392-0232  
Attention: Labour Relations Advisor

To the Producer and to the Performer at the address or fax number noted on the Negotiation Protocol or the deal memo or contract or other such address as the Producer or Performer advises the other parties hereto from time to time.

- d) **Deemed Receipt** In this Section, notices or other documents shall be deemed to be received by the party to whom it is addressed (the "addressee"), unless otherwise specifically provided in this Section or in the individual performer contract:
- (i) on the same day, if transmitted by Fax prior to 15h00 local time of the addressee, or if delivered personally to the addressee;
  - (ii) the next business day, if transmitted by Fax after 15h00 local time of the addressee; and
  - (iii) on the third business day following the date on which the document is sent by Registered Mail, unless the addressee is able to prove that the said document has not been received by him.

## ARTICLE 2 - PERFORMER DEFINITIONS

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

## ARTICLE 3 - DEFINITION OF TERMS

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

302 *ADR* - See Post Synchronization

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

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

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

306 *Dubbing* means the voice synchronization by a Performer off-camera to match a performance of a Performer in an existing Program, which Program was originally



produced in a language other than English. For the purposes of clarification an animated program will be considered an existing program only if at least fifty percent (50%) of the program has been animated and the picture is accompanied by a guide track in a language other than English.

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

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

- 317 *Role* means the part to be re-voiced by a Performer as an individual characterization.
- 318 *Series* means a number of Episodes produced as a group to be presented in a regular pattern.

#### **ARTICLE 4 - OBLIGATIONS OF PRODUCERS**

- 401 **Preference of Engagement.** The producer agrees to give preference of engagement to members of ACTRA.

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

- 402 **Policy of Equal Opportunities.**

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

- 403 **Personal Harassment Policy.** The provisions of article 503 of Section A concerning the Personal Harassment Policy shall apply to this Dubbing Section.

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

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

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

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

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

- 409 **Assignment of Fees.** All payments shall be made directly to the Performer unless written authorization has been received by the Producer from such Performer authorizing payment to another party. Payment will also be made to another party in the event of a court order.
- 410 **Access to Recording Studio.** The Producer shall allow an ACTRA representative access to recording studio upon reasonable notice to verify compliance with the terms of this Dubbing Section. Any such access shall not interfere with the recording schedule.
- 411 **Dubbed Production Records.** The Producer shall maintain adequate records with respect to Performers. Such records shall include the following :
- (1) Name of Performers engaged and categories of performance.
  - (2) Date or dates of services rendered by Performers.
  - (3) Amount paid for such services.
  - (4) The hours booked
  - (5) The hours worked.
  - (6) The name and number of the Program or Episode (where applicable).
  - (7) A copy of the script.
  - (8) The line count.
  - (9) Calculation sheets.
- 412 Where requested by ACTRA the Producer shall furnish ACTRA with a copy of such information relating to any Performer concerning any or all of the aforementioned matters.
- 413 No later than 48 hours prior to the commencement of recording, the Producer shall forward to the nearest local ACTRA office a cast list of principals for each production and a tentative recording schedule.
- 414 During the recording session, a final version of the working script, properly paginated, with loops marked, shall be made available to the performers and a copy of the Performer Dubbing Time Sheet shall be duly prepared for signing by performers. Such Time Sheets shall include the line count per performer, the hour of call for each performer and a record of the length of time worked by each performer.

415 With payment, the Producer shall forward to the local ACTRA office a copy of the Performer Dubbing Time Sheet duly completed and initialed by the performer and a designated representative of the producer (see Appendix "A"). Furthermore, upon request by a representative of ACTRA, the Producer 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 .

416 **Security for Payment.**

- a) ACTRA is entitled to require a Producer to post, no sooner than ten (10) days prior to the commencement of work by the Performers, a security for payment sufficient to cover the payroll per Program (to be based upon the production schedule provided by the Producer) and the insurance and retirement payments. The security for payment may take the form of a cash deposit to be held in trust by ACTRA in an interest-bearing account, and all accrued interest shall be the property of the Producer or at the Producer's election, the security for payment may take the form of one or more irrevocable letters of credit in favour of ACTRA, drawn on a Canadian chartered bank. The face of the letter of credit shall specify that:
- (i) ACTRA shall be entitled, upon written notice to the Producer, to draw down on the letter of credit. The notice shall stipulate the amount claimed and that such amount is due to ACTRA as a result of default by the Producer of its payment obligations as specified in the Dubbing Section;
  - (ii) the said letter of credit shall have a term commencing not sooner than ten (10) days prior to the commencement of work by the Performers and terminating at a mutually-agreed date after the completion of recording;
  - (iii) in the event of a dispute involving outstanding payments due under the Dubbing Section, the Producer agrees to re-issue a letter of credit or to post a cash bond in an amount equal to those amounts in dispute for as long as those amounts remain in dispute.
  - (iv) when a bona fide dispute arises, all remedies and recourses provided by this Dubbing Section shall be exhausted, or an Arbitrator shall rule in favour of the Performer prior to any disbursement from the letter of credit.
- b) The provisions of (iii) and (iv) above shall apply equally to a cash bond.
- c) Notwithstanding Article 416(a), an Established Producer as defined herein shall not be required to post as security a cash deposit, letter of credit or bond, but shall instead be entitled to provide to ACTRA with a corporate guarantee Production Guarantee, in the form set out in Appendix 6.

An Established Producer shall mean a Producer:

- i) whom the CFTPA or APFTQ confirms by written notice to be a member in good standing;
  - ii) L'APFTQ recognizes that a member in good standing of l'AQITCT is recognized as an established producer.
  - iii) who has maintained a permanent active Dubbing Production entity with established offices and staff for the previous four years, and has engaged ACTRA members for a minimum of eight hours of completed programming; and
  - iv) who has had a good track record for payment of ACTRA members, excluding minor infractions.
- d) The Producer shall give ACTRA notice no later than 30 days prior to the start of recording of its intention to provide a corporate guarantee, and shall contact ACTRA within five days of giving such notice to discuss the form of such guarantee.
- e) should the option for a corporate guarantee be denied, a timely request having been made, the Producer shall have recourse to the following appeal procedure:
- i) ACTRA shall meet with the Producer within five (5) business days of denial of a request;
  - ii) an appeal committee shall be formed which will consist of the National Executive Director, ACTRA and a representative of the CFTPA and the APFTQ;
  - iii) should there be no consensus at this meeting, the Producer shall post the cash bond required by ACTRA as a gesture of good faith pending the outcome of presenting his case in front of the Joint Standing Committee as set out in Article 8 of the Dubbing Section; and
  - iv) should the Joint Standing Committee rule in the Producer's favour ACTRA will immediately return the cash bond, with interest if applicable, and accept the alternative security payment agreed to by the Joint Standing Committee.
- 417 The Producer shall indemnify the Performer against all legal costs and any judgment arising out of a performance based upon a script supplied to him/her by the Producer and performed by the Performer as directed by the Producer, provided the Performer cooperates with the Producer in both notifying the Producer of any threatened action and of the commencement of any proceedings, and in the defense of any action; and further provided that the Performer makes no admission of liability without the prior authority of the Producer.

## ARTICLE 5 - OBLIGATIONS OF ACTRA AND PERFORMERS

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

## ARTICLE 6 - QUALIFICATION OF PERFORMERS

- 601 In accordance with 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 this 601 (a) and (b) is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

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

## **ARTICLE 7 - NO STRIKE AND UNFAIR DECLARATION**

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

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

703 **Producer Failure to Meet Payroll Obligations**

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

- (ii) such time as ACTRA may determine, in its sole discretion, to reduce such security from four to two weeks' of Performer payroll.

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

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

### **801 The Grievance Procedure:**

- a) Any party exercising its rights under the provisions of the Agreement this Dubbing Section does so without prejudice to its relations with the other parties.
- b) A Grievance is defined as a difference between the parties arising out of , or in connection with the administration, interpretation, application, operation or alleged violation of any provision of this Agreement, or any deal memorandum or contract between a Performer and a Producer, including a question as to whether a matter is arbitrable. All Grievances shall be resolved in accordance with the procedures set out in this Article.
- c) The parties acknowledge and agree that the timely and prompt settlement of all disputes between the parties should be encouraged and that therefore any dispute may be settled at the time of its occurrence by ACTRA Steward and the authorized representative of the Producer, without recourse to the formal Grievance Procedure.
- d) The Performer must advise ACTRA within 30 days of the date on which the Performer becomes aware or ought to have become aware of the act or the omission giving rise to the Grievance. A party may initiate a Grievance only within 60 days of the date on which that party becomes aware or ought to have become aware of the act or omission giving rise to the Grievance.
- e) A Grievance shall be considered initiated when the initiating party (the “Grievor”) sets forth in writing the facts giving rise to the dispute, the relevant articles of this Dubbing Section or the individual contract, and the remedy sought, and delivers the Grievance to the other party to the Grievance (the “Respondent”) and to the organization to which the Respondent belongs.
- f) In all cases concerning a Performer, ACTRA as the exclusive bargaining agent for Performers covered by this Dubbing Section, will be considered the Grievor or the Respondent, as the case may be. The Association to which the Producer belongs shall be advised by the Grievor. When the Producer is not a member of one of the Associations, the Grievor shall advise all of the Associations.
- g) ACTRA or the Associations, as the case may be, shall notify forthwith the other parties to this Dubbing Section of the Grievance and provide each with a copy of the Grievance. A representative of ACTRA, a representative of the Associations,



designated by the Associations, the Producer or its duly authorized representative, and the Performer or his representative shall meet within 5 business days to attempt to settle the Grievance informally;

- h) 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 on a without prejudice basis of those issues in order to achieve a fair and workable settlement.
- i) The persons present at the Grievance Meeting shall have the authority to settle the Grievance. The settlement, if any, shall be noted in writing and signed by those attending the Grievance Meeting, each of whom shall receive a true copy of the terms of the settlement. A copy shall be sent to each of the Associations and to ACTRA. Such settlement shall be binding on all parties, including without limitation, the Performers.
- j) In the event that attempts to settle the Grievance matter have not resulted in a satisfactory settlement of the Grievance, any party to the Grievance may, within 5 business days following the Grievance Meeting, give written notice to the other parties attending the Grievance Meeting and to the Associations, referring the Grievance to the Joint Standing Committee, or, in the discretion of the Referring party, directly to Arbitration. If the Referring party refers the matter to the Joint Standing Committee and the Responding party wishes to have the matter referred to Arbitration (instead of the Joint Standing Committee) said party shall have the right within 5 business days from receipt of the notice, to refer the grievance to Arbitration.

## 802 **Joint Standing Committee**

- a) The Joint Standing Committee shall convene, at the time and place to be agreed by ACTRA and the Associations, within 15 business days of the receipt of the said notice.
- b) The Joint Standing Committee shall consist of a panel, not fewer than four (4) and not more than six (6) representatives of the Associations ACTRA. ACTRA and the Associations shall have equal representation on the Committee.
- c) The Association's representatives shall be directors, officers or permanent employees of Producers who are involved in dubbing and who are currently, or have been within the proceeding twelve months, a signatory to this or to the former Dubbing Section. No one appointed to the Joint Standing Committee shall have been involved in the Grievance prior to appointment to the Joint Standing Committee. The Associations shall advise ACTRA as to the number of representatives to be appointed to represent the Associations. At no time shall ACTRA staff and/or employees of the Associations be appointed to a Joint Standing Committee.

- d) At least 3 business days prior to the Joint Standing Committee hearing, the parties to the Grievance shall present all documents, including all correspondence to which they intend to refer during the course of the meeting; moreover, they shall inform ACTRA and the Associations of any witnesses they intend to call.
- e) The Joint Standing Committee shall appoint a chairperson from among themselves. The Joint Standing Committee may establish its own procedures and guidelines for the hearing, including the recording of minutes or notes. The Joint Standing Committee shall be governed by the following principles:
  - i) both parties shall have full opportunity to be heard;
  - ii) no party shall be surprised by evidence or facts adduced before the Joint Standing Committee; and
  - iii) the Joint Standing Committee may recognize industry practices where reasonable to do so under the circumstances.
- f) When the Joint Standing Committee is satisfied that it has heard fully from the parties to the Grievance, the Joint Standing Committee shall dismiss the parties in order to consider and render its decision.
- g) The Joint Standing Committee shall not have the authority to amend, modify, add to, or delete any provision of this Dubbing Section.
- h) All decisions of the Joint Standing Committee shall be in writing and shall be signed by the members of the Committee. A copy of the decision shall be sent to the parties to the Grievance, including without limitation, the Performers.
- i) If the Joint Standing Committee fails to reach a majority decision, either party to the Grievance may, within 5 business days of the date the decision of the Committee is delivered to it, refer the matter to Arbitration, by giving notice to the other party to the Grievance, to ACTRA and to the Associations.

### 803 **Arbitration**

- a) A grievance which has been referred to Arbitration by Arbitration Notice, shall be heard by a sole Arbitrator who shall be selected from a list of 5 Arbitrators listed on one of the following 3 panels. A list of the Arbitrators on each panel shall be available from the ACTRA and Associations' offices:
  - i) Where the majority of the production takes place in Ontario or east of Quebec;
  - ii) Where the majority of the production takes place in Quebec; or
  - iii) Where the majority of the production takes place west of Ontario.

- b) During the term of this Dubbing Section, the parties may mutually agree to substitute any Arbitrator on this list for another arbitrator agreeable to the parties. The Arbitrators shall be listed in alphabetical order.
- c) The party referring the grievance to Arbitration shall remove 2 names from the list of Arbitrators provided in paragraph a) and the party responding shall remove an additional 2 names from the list, and the name of the arbitrator remaining shall be the arbitrator selected to hear the grievance.
- d) If the Arbitrator so selected is unable to convene a hearing within 21 business days of being contacted then, at the request of either party, the remaining arbitrators will be contacted in alphabetical order until one of them is found who can convene a hearing within 21 business days of being contacted. If none of the arbitrators contacted are able to convene a hearing within 21 business days of being contacted, then the arbitrator who can convene a hearing within the shortest period shall be the arbitrator selected.
- e) By mutual agreement ACTRA and the Associations concerned may each appoint 1 additional Arbitrator who has knowledge and or experience with respect to the film industry and the 2 Arbitrators so appointed together with the Arbitrator selected from the list in paragraph a) of this Article shall form a 3 person Board of Arbitration who shall hear the case. The term Arbitrator in this Dubbing Section shall include a Board of Arbitration appointed under this provision.
- f) Nothing herein shall prevent the parties to the grievance from mutually agreeing upon the appointment of an individual who is not listed in paragraph a) to act as the Arbitrator.
- g) The Association representing the Producer, if any, shall be an interested party and shall be entitled to participate in the hearing of the matter.

#### 804 **The Arbitration Process**

- a) The Arbitrator shall have all necessary powers to determine the real issue in dispute according to the merits and, if appropriate, award monetary payments, adjustments, or damages consistent herewith.
- b) The Arbitrator has the exclusive jurisdiction to exercise the powers conferred upon him by the provisions of this Dubbing Section and to determine all questions of fact and law that arise in any matter before him. The finding of an Arbitrator as to the facts and as to the meaning or violation of the provisions of this Dubbing Section shall be conclusive, final and binding on all of the parties, including without limitation, the Performers. The Arbitrator shall not have the power or authority to amend, modify, add to or delete any provision of this Dubbing Section or any part thereof.

- c) In order to encourage settlement of the dispute and, with the agreement of the parties, the Arbitrator may use mediation, conciliation or other procedures at any time during the arbitral proceedings.
- d) The cost, fees and expenses of the Arbitrator shall be shared equally by the Grievor and the Respondent unless otherwise ordered by the Arbitrator pursuant to this provision. The Arbitrator may, in appropriate circumstances, order one party to reimburse the other party for their:
  - i) respective costs, provided that the maximum recoverable counsel fee at the hearing shall be \$1,000 per full day of hearing;
  - ii) share of the Arbitrator's fees, either in whole or in part.
- e) The decision of the Arbitrator shall be issued in writing to the parties to the dispute, and to the Associations and shall be conclusive, final and binding on the parties, including without limitation, the Performers.
- f) Upon the mutual agreement of the parties, the Arbitrator shall be entitled to deliver an oral or bottom line decision forthwith or as soon as practicable after the completion of the hearing, and postpone the issuance of the arbitration award.
- g) Any time limits prescribed in this Article A10 may be extended by mutual agreement of the parties to the Grievance and the Associations. An Arbitrator may extend the time for the taking of any step in the Grievance & Arbitration Procedures despite the expiration of the time, where the Arbitrator is satisfied that there are reasonable grounds for the extension and that the Responding Party will not be substantially prejudiced by the extension.

## ARTICLE 9 -CONDITIONS OF WORK FOR PERFORMERS

- 901 a) Upon Booking, Performers shall be given specific notice of the roles to be performed, the nature of those roles, the total line count and the duration of the engagement. The Booking shall be verbally confirmed.
- b) When the length of call is not specified at the time of booking, it shall be assumed to be a two (2) hour call and paid as such.
- 902 **Work Day.** The work day shall consist of eight (8) consecutive hours in any day exclusive of meal periods. The work day shall commence at the Performer's Booking time or when the Performer commences recording, whichever is earlier, and the work day does not end until the time indicated in the booking or when the Performer finishes recording, whichever is the later.

- 903 **Calendar Day.** A work day starting on one calendar day and continuing into the next, shall be deemed to be one (1) work day, namely that on which work started, provided that work past midnight was originally scheduled.
- 904 **Night Recording.** Night Recording shall refer to the work performed between the hours of 2200h on one day and 0800h on the following.
- 905 **Reporting time.**
- a) Should the producer call a performer for more than one separate reporting time during any one day, each new reporting time will constitute a new first hour of work.
  - b) Notwithstanding the foregoing, if the producer allows more than one separate reporting time during any one (1) day at the request of the performer, then the rate of pay for that performer will be calculated on the actual number of hours worked by the performer as an uninterrupted day.

## ARTICLE 10 - OVERTIME

- 1001 Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate, and in excess of twelve (12) hours at the rate of two hundred percent (200%) of the Performer's contracted hourly rate. Periods of a half hour or less may be paid in half-hour units, at the pro rated rate.
- 1002 Any time worked by a Performer during night recording shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate.
- 1003 When a Performer is required to work on a Dubbed Production for six (6) consecutive days, the performer shall be paid for the sixth (6th) day at one hundred and fifty percent (150%) of the Performer's contracted daily, hourly or overtime rate.
- 1004 When the exigencies of the Dubbed Production schedule demand extraordinary measures and require a Performer to work seven (7) consecutive days, the Performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly or overtime rate.
- 1005 When a Performer is required to work on a Dubbed Production between 1800h on a Saturday and 800h on the following Monday, the performer shall be paid at one hundred and fifty (150%) of the Performer's contracted daily, hourly or overtime rate.

1006 The maximum compounding effect of the application of overtime and penalty payments provided in this Dubbing Section shall not exceed three hundred percent (300%) of the Performer's contracted hourly rate.

## **ARTICLE 11 - REST PERIODS**

1101 Rest Between Days. There shall be a rest period of not less than ten (10) hours between the end of one work day and the beginning of work on the next day. If a Performer is required by the Producer to report for work within such a ten (10) hour period, the Performer shall be paid for such hours at the rate of two hundred percent (200%) of such Performer's contracted hourly rate.

1102 Rest Periods. There shall be a five (5) minute rest period provided for each two (2) hours of work. During recording, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day.

## **ARTICLE 12 - MEAL PERIODS**

1201 No work session shall be more than five (5) hours without a meal break. Such meal break shall not be paid.

1202 No such meal break shall be less than one (1) hour or more than two (2) hours at a time

1203 Should the producer call a meal break of longer than one hundred and twenty (120) minutes, the resumption of work after the meal break will constitute a new reporting time.

1204 There shall be a meal period of one-half (1/2) hour after each four (4) hours of overtime worked.

1205 Where the exigencies of a Dubbing Production make it necessary and the Performers agree to work during the meal period, each Performer shall be compensated at two hundred percent (200%) of the Performer's contracted hourly rate (calculated in half-hour units) in addition to the applicable payment for the period being worked, until the meal period is provided. The meal period shall be provided at the earliest time possible thereafter. Completion of a loop shall not be considered a breach of this Article.

## ARTICLE 13 - CANCELLATIONS AND POSTPONEMENTS

1301 **Force Majeure.** If a Dubbing Production is frustrated or interrupted by reason of any cause beyond the reasonable control of the Producer, such as, but not limited to, war, fire, hurricane or flood, or governmental regulation or order in a national emergency, power failure, the Producer may either cancel the Dubbing Production (in which event the Producer shall pay to the Performer monies accrued to the date of such cancellation) or make such other arrangement with the Performer by way of postponement and the like as may be practicable to fulfill the engagement.

1302 **Cancellation of a Dubbing Production.** If a Dubbing Production is canceled for any reason other than that provided in 1301, the Producer shall not be required to pay the Performers, provided notice of such cancellation is received by the Performers seventy-two (72) hours in advance of a booking. Should the Producer be unable to give seventy-two (72) hours notice, the Producer shall be liable for all time contracted in the seventy-two (72) hour notice period.

1303 **Illness.** Should illness or other physical or similar cause prevent the Performer from carrying on the Performer's individual contract, the Performer shall provide a medical certificate. If the Performer is absent by reason of illness for more than one day, the Producer may:

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

## ARTICLE 14 - WORKING ENVIRONMENT

1401 Performers may refuse to commence work where the Producer 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; or

d) Clean and accessible toilets and washrooms.

## ARTICLE 15 - DOUBLING

1501 **Live action programs or films** Except in the case of an animated film or program, during one session, a performer who is required to dub more than two (2) roles in the same film (or in the same episode of a series) or four (4) roles in different episodes of a series, shall receive additional payment of not less than \$47 (\$48) for the first such double and \$28.50 (\$29) for the second and each subsequent double.

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

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

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

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

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

## ARTICLE 16 - SONGS

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

1602 Incidental humming is not considered to be singing.

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

b) The performer dubbing such a song will be paid as follows:

i) the number of lines in the song added to the lines of script the performer is called upon to voice multiplied by the appropriate per line fee; or

ii) the hourly rate of the duration of the work session or sessions



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

## ARTICLE 17 - DIALOGUE IN OPENING AND CLOSING SEQUENCES

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

## ARTICLE 18 - TALENT AUDITIONS

- 1801 Voice tests are those try-out periods wherein a Performer or group of Performers are tested for ability, talent and /or suitability for inclusion in a Dubbed Production. No fees are required for the auditioning of a Performer. It is the intention of this clause to afford the opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than one (1) hour before the commencement of an Audition shall be compensated for all excess time over the hour at the rate of \$33 (\$33.50) per hour or part thereof.
- 1802 **Audition Recall.** Where a Performer is required to attend a third (3rd) or subsequent Audition, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than \$42.50 (\$43.) for each hour or part thereof.
- 1803 The audition should take place with a projection of the picture with the original sound track and the rythmo band (where available).
- 1804 **Open Audition Call.** Where open Performer Auditions, tests or interviews are to be held for any category. notice of such Audition with necessary details shall be given to ACTRA not less than four (4) days prior to such Audition when feasible.

1805 **Preference of Audition.** The Producer 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.

## **ARTICLE 19 - TRAILERS, PROMOS AND EXCERPTS**

1901 An excerpt of not more than two (2) minutes in length, may be used as a trailer or promo, including use in an awards Program for the promotion of a Program or Programs within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips also may be used with a Series from which the footage was taken for recaps, previews or teasers without additional payment.

1902 The Producer may take excerpts of more than two (2) minutes from a Dubbed Production in which a Performer has participated for use in another Dubbed Production upon payment to the Performer in the excerpt of a fee calculated upon the line count in the excerpt. . The fee shall either be added to the Performer's fee for the second Dubbed Production or shall constitute a separate payment. All other terms and conditions of this Dubbing Section shall apply to the new Program as if the Performer had actually participated.

1903 If the Producer desires the services of a Performer in making promos or trailers, the Performer shall be paid the appropriate per line or per hour dubbing fee, whichever is higher.

## **ARTICLE 20 - CREDITS**

2001 When the Producer receives an on-screen credit, the principal actors will be given credit whenever possible. If the Producer receives an on-screen credit and the principal actors don't, the Producer will explain the reasons to ACTRA.

## **ARTICLE 21 - FEES**

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

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

whichever is greatest.

**NB: The next Article is 2102 – Dubbing Fee Schedule.**

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

Fee Schedule:	Period 1	Period 2
	August 9, 1999 to December 31, 2000	January 1, 2001 to December 31, 2001

<b>Live Action</b>			
Hours	1	121.00	123.50
	2	173.00	176.50
	3	228.75	233.25
	3.5	256.50	261.50
	4	284.25	290.00
	4.5	312.00	318.25
	5	340.00	346.75
	5.5	367.75	375.00
	6	395.50	403.50
	6.5	423.25	431.75
	7	451.25	460.25
	7.5	479.00	488.50
	8	506.75	517.00
Each Additional hour payable in 1/2 hour units		83.50 per hour	85.25 per hour
Fee per line		3.40	3.47

<b>Animation</b>			
Hours	1	126.00	128.50
	2	183.00	186.50
	3	241.00	245.75
	3.5	270.00	275.50
	4	299.00	305.00
	4.5	328.25	334.75
	5	357.25	364.50
	5.5	386.25	394.00
	6	415.25	423.50
	6.5	444.25	453.25
	7	473.25	482.75
	7.5	502.50	512.50
	8	531.50	542.25
Each Additional hour payable in 1/2 hour units		86.50 per hour	88.25 per hour
Fee per line		3.40	3.47

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

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

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

**ARTICLE 22 - PAYMENT**

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

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

- a) Where the Producer has filed with 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.

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

2204 **Assumption Agreement**

- a) If the Producer sells, assigns, or otherwise disposes of any Dubbed Production produced under this Dubbing Section, or any rights thereto, the Producer shall not be relieved of any of his obligations for the payment due under this Dubbing Section, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (the Purchaser) assumes the obligations for such payments by Distributor's Assumption Agreement in the form contained in Appendix 9, 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 Producer 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.

## **ARTICLE 23 - ADMINISTRATION FEE**

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

- a) If the Producer is a Member in Good Standing of the CFTPA as of the date of the remittance of the fee, (which membership in good standing shall be confirmed by the Association by written notice), one percent (1%), to a maximum of \$1,500.00 dollars per Production or Episode, to each of ACTRA and the CFTPA.
- b) If the Producer is a Member in Good Standing of APFTQ or of AQITCT, only as of the date of the remittance of the fee, one percent (1%), to a maximum of \$1,500.00 dollars per Production or Episode, to ACTRA. A Producer who is a member of the APFTQ or AQITCT shall pay any levies which may be due to the APFTQ or AQITCT directly to the APFTQ or AQITCT as the case may be.
- c) If the Producer is not a Member in Good Standing of one of the Producers' Associations as of the date of the remittance of the fee, as evidenced by written notice from one of the Associations to such effect, four percent (4%), with no maximum for any Production or Episode, to be sent directly to ACTRA.
- d) All amounts collected under paragraphs b and c above shall be divided as follows: 50% shall be retained by ACTRA and 50% shall be paid to the CFTPA (or the APFTQ, if the majority of the Production was dubbed in Quebec). ACTRA shall remit the respective shares of the administration fees itemized by the Production to the CFTPA or APFTQ within 30 days of the end of each calendar quarter. Upon seventy-

two (72) hours notice, an authorized representative of CFTPA or APFTQ may, during normal business hours, inspect the books and records of ACTRA pertaining to the collection and remittance of the administration fee.

- e) During the life of this Agreement, the CFTPA may amend the amounts payable to the CFTPA set out in paragraph (a) above.

## **ARTICLE 24 - INSURANCE AND RETIREMENT PLAN AND PERFORMER DEDUCTIONS**

2401 **Insurance.** The Producer shall contribute, for insurance benefits of each Performer who is a member of ACTRA, an amount equal to four (4%) percent of the Gross Fees paid to such Performer.

2402 **Retirement Plan.** The Producer shall contribute, for retirement purposes of each Performer who is a member of ACTRA, an amount equal to six percent (6%) of the Gross Fees paid to each such Performer.

2403 **Deduction from Performer's Fees - Retirement Plan.** The Producer shall deduct, for retirement purposes, an amount equal to three percent (3%) of the Gross Fees paid to each Performer.

2404 **Deduction from Performer's Fees - ACTRA Dues.** The Producer shall deduct 1.75% of the Gross Fees paid each Performer who is a Guild ACTRA member and remit such amount to ACTRA. During the life of this Agreement, ACTRA may amend the percentage of the deduction.

2405 **Non-members – Equalization Payments and Deductions.**

- a) In order to equalize the payments and deductions in respect of ACTRA members and non-members, the Producer shall:
- (i) contribute an amount equal to 10% 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, (a Non-Member); and
  - (ii) deduct from the remuneration payable to each Non-Member and Apprentice Member an amount equal to 3% of the Performer's Gross Fees (inclusive of Use Fees) to a maximum of \$3000 per Performer per Production (or per cycle in the case of a Series).
- b) The equalization Payments and deductions pursuant to this Article may be used and applied by ACTRA and ACTRA Fraternal Benefit Society for disposition in such manner and for such purposes as may be determined in their absolute and unfettered discretion.

- c) All contributions and deductions made pursuant to this Article shall be payable by cheque to:
  - (i) the Union of British Columbia Performers in respect of Productions in the Province of British Columbia; and
  - (ii) the ACTRA Fraternal Benefit Society in the case of all other Productions.
- d) With respect to Non-Member Equalization Payments and Deductions received by ACTRA Fraternal Benefit Society and the UBCP, the Society and the UBCP shall each retain an amount equal to 10% of the Gross Fees received, and the balance shall be remitted to ACTRA.

- 2406 With respect to Performers whose gross fees from a contract of engagement exceed \$100,000.00 (Canadian), the maximum contributions pursuant to Article 24 shall be:
- a) \$3,000.00 (Canadian) pursuant to Article 2401
  - b) \$6,000.00 (Canadian) pursuant to Article 2402
  - c) \$3,000.00 (Canadian) pursuant to Article 2403

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

- 2407 All contributions and deductions made pursuant to this Article other than payments made pursuant to Article A2404, shall be payable by cheque to the ACTRA Fraternal Benefit Society. All contributions and deductions made pursuant to Article A2404 shall be payable by cheque to the ACTRA Performers Guild ACTRA. All cheques shall be mailed to the local ACTRA Performers Guild ACTRA office in the location where the Production is being produced and/or administered. All deductions and contributions shall be indicated on the "Performer Independent Production Remittance Statement" and shall be payable at the same time as, and for the same period covered by, the Production payroll.

- 2408 Late Payment Penalties: In the event that the payment of Insurance and Retirement contributions and deductions are left outstanding after the actors' fees have been paid as prescribed in article 2201, the Producer shall incur a late payment charge of twenty-four per cent (24%) per annum, payable monthly, of the total of the outstanding contributions and deductions, for each thirty (30) day period or part thereof, beginning with the first day following the fifteenth (15th) day. The remittance of the late payment charge shall be made as prescribed in article 2407. This provision shall not apply in the following circumstances:
- a) Where the Producer has filed with ACTRA a bona fida dispute relating to the charges payable.
  - b) Where the normal methods of payment are interrupted, e.g. by reasons of National mail strike.



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

**REFER TO THE FOLLOWING APPENDICES FROM IPA:**

**Appendix 3** - Voluntary Recognition Agreement

**Appendix 6** - Production Guarantee

**Appendix 9** - Distributor's Assumption Agreement

## Dubbing Time Sheet

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**ARTICLE 26 - DURATION**

This Agreement will come into effect on August 9, 1999 and remain in effect December 31, 2001. Time frames governing notice to re-negotiate shall be as per the Negotiation Protocol.

In witness whereof the parties have caused this Agreement to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1999

CANADIAN FILM & TELEVISION  
PRODUCTION ASSOCIATION

ACTRA PERFORMERS GUILD

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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ASSOCIATION DES PRODUCTEURS  
DE FILM ET DE TELEVISION  
DU QUEBEC

\_\_\_\_\_

\_\_\_\_\_

ASSOCIATION QUEBECOISE DES  
INDUSTRIES TECHNIQUES DU CINEMA  
ET DE LA TELEVISION

\_\_\_\_\_

\_\_\_\_\_

## Appendix 21 - Provisions Applying to Quebec Only

Vu la Loi sur le statut professionnel et les conditions d'engagement des artistes de la scène, du disque et du cinéma (L.R.Q., c. S-32.1) ci-après la Loi, et la nécessité d'accommodements concernant certaines dispositions du I.P.A., la présente Annexe est conclue pour s'appliquer aux producteurs membres de l'APFTQ ou, le cas échéant, à tout producteur oeuvrant dans un champ d'activités pour lequel l'APFTQ serait reconnue par la Commission de reconnaissance des associations d'artistes et des associations de producteurs (ci-après la Commission).

1. Conformément à l'une des reconnaissances entrées en vigueur le 15 octobre 1994 accordée à la Guilde par la Commission, la juridiction exclusive de la Guilde vise tous les artistes exécutants dans le domaine du film de langue anglaise dans la province de Québec ;
2. Les parties conviennent d'entamer immédiatement et de procéder avec diligence et bonne foi à des négociations avec l'UDA en ce qui concerne les conditions de travail minimales pour les productions produites simultanément en langue anglaise et dans une autre langue (« double shoots »).

Dans l'éventualité où aucun accord n'est conclu à ce sujet d'ici le 31 octobre 1999, les parties conviennent de référer le différend à un arbitre à la condition que l'UDA accepte ce processus d'arbitrage.

Le Code de procédure civile du Québec s'applique à cet arbitrage mais le tribunal d'arbitrage est composé d'un seul arbitre choisi ainsi qu'il suit :

La Guilde, l'UDA et l'APFTQ proposent par écrit avant le 15 novembre 1999 chacun le nom de deux arbitres. Si un seul nom est commun à chaque liste, cet arbitre est retenu et si les deux noms sont les mêmes dans les trois listes, un nom est tiré au hasard parmi les deux. À défaut, chaque partie propose par écrit un nom et il est tiré au hasard.

Les parties doivent proposer des arbitres qui apparaissent à la liste d'arbitres dressée annuellement par la Commission de reconnaissance des associations d'artistes et des associations de producteurs conformément à l'article 56-6° de la Loi.

3. Il est convenu que dans la province de Québec, l'I.P.A. lie les membres de l'APFTQ dès que celle-ci l'a signé et, en conséquence, les membres de l'APFTQ ne seront pas tenus de signer la Reconnaissance volontaire (« Voluntary Recognition ») et le protocole de négociation (« Negotiation Protocol »).
4. Il est convenu que pour le moment l'APFTQ ne lie au I.P.A. que ses membres. Dans l'éventualité où l'APFTQ est reconnue en vertu de la Loi, l'I.P.A. liera tous les producteurs du Québec oeuvrant dans le champ d'activités défini par la Commission.

Quel que soit le champ établi par la Commission, toutes les dispositions de l'I.P.A. continueront de lier tous les membres de l'APFTQ.

Toutefois, si une autre entente collective intervient entre la Guilde et une autre association de producteurs pour une catégorie de productions couverte par l'I.P.A. (ex. vidéo corporatif, vidéoclip, multimédia, etc.), l'I.P.A. cessera de lier les membres de l'APFTQ quant à cette catégorie de productions le jour où une telle entente collective entrera en vigueur.

5. L'incorporation au I.P.A. d'une catégorie d'exécutant (« performer ») ne constitue d'aucune façon une admission par l'APFTQ à l'effet que cette catégorie est couverte par la définition d'artiste à la Loi.
6. La section A902 doit se lire ainsi dans la province de Québec :  
« A902 Défaut d'un producteur de se conformer à la procédure de grief ou d'arbitrage ou d'exécuter une décision arbitrale Lorsqu'un producteur fait défaut de se conformer, ou qu'il déclare son intention de ne pas se conformer, à la procédure de grief ou d'arbitrage ou qu'il fait défaut d'exécuter une décision rendue conformément à l'article A10 par le Comité conjoint ou l'arbitre, la Guilde peut, suite à l'envoi d'un préavis de 10 jours au producteur et à l'Association de producteurs dont il est membre, le déclarer producteur irrégulier. »
7. Rien dans la présente Annexe ne peut être interprété comme restreignant toute reconnaissance accordée à la Guilde par la Commission. Sans limiter la généralité de ce qui précède, la Guilde peut continuer de négocier des conditions minimales de travail ou l'application de l'I.P.A. avec tout producteur qui n'est pas représenté par l'APFTQ.

Because of the Act Respecting the Professional Status and Conditions of Engagement of Performing, Recording and Film Artists (R.S.Q., c. S-32.1) (hereafter the “Act”) and the need for some accommodations to the terms and conditions of the IPA, the present Appendix is applicable to producers who are members of APFTQ and, as the case may be, to any producer who would be included in any recognition granted to APFTQ by the Commission de reconnaissance des associations d’artistes et des associations de producteurs (hereafter the “Commission”).

1. As per one of the Recognitions by the Commission which came into force on October 15, 1994, the ACTRA Performers Guild’s (“ACTRA”) exclusive jurisdiction in the province of Quebec pertains to all performers in the field of film in the English language ;
2. For programs produced simultaneously in the English language and another language (a “double shoot”), the parties agree to enter promptly into negotiations in good faith with Union des Artistes (“UDA”) to reach an agreement on the terms and conditions that would apply to such productions.

In the event that no agreement has been reached by October 31, 1999, the parties shall refer this issue to a private arbitrator, provided that UDA’s consent has been obtained to this arbitration process.

The Quebec Civil Code Procedure applies to this arbitration but the Arbitration Tribunal shall be comprised of one arbitrator only, chosen as follows: ACTRA, UDA and APFTQ will each suggest in writing before November 15, 1999 the names of two arbitrators. If one name appears on all three lists this person shall be retained to act as arbitrator and if two names are common to the three lists, one name shall be “pulled out of a hat”. Failing this, each party shall suggest one name in writing and one name shall be “pulled out of a hat”.

The names of the arbitrators suggested by the parties must appear in the List drawn up annually by the Commission de reconnaissance des associations d’artistes et des associations de producteurs as per section 56-6° of the Act.

3. It is understood that in the province of Quebec, the IPA, once ratified by the APFTQ, shall bind its members, and, as a consequence, such members shall not be required to sign the Voluntary Recognition and Negotiation Protocol.
4. It is understood that for the moment the APFTQ binds only its members to the provisions of the IPA.

When, and if, the APFTQ is recognized under the Act Respecting the Professional Status and Conditions of Engagement of Performing, Recording and Film Artists (R.S.Q., c. S-32.1) the IPA will also bind all producers in Quebec in the field of activity established by

the Quebec Commission de reconnaissance des associations d'artistes et des associations de producteurs.

Regardless of the field of activity appearing in its recognition, APFTQ always binds its members to the entire provisions of the IPA.

However, if another group agreement is concluded between ACTRA and another group of producers for a type of production covered by the IPA (e.g. industrial programs, videoclips, multimedia, etc.) the IPA will cease to be applicable to members of the APFTQ for that type of production on the day the other group agreement comes into force.

5. The inclusion of a particular category of performer in the IPA shall not be deemed an admission on the part of the APFTQ that such performers are artists within the meaning of the Act.
6. Section A902 must be read as follows in the province of Quebec:  
  
“A902 Producer’s Refusal to Abide by or Follow Grievance or Arbitration Procedure or Decision. Where a Producer does not abide by, or declares his intent not to abide by the grievance or arbitration procedure, or refuses to comply with a decision rendered pursuant to Article A10 by a Joint Standing Committee or an Arbitrator, ACTRA may declare such Producer an “Unfair Producer” upon 10 days notice to the Producer concerned and to the Producer’s Association.”
7. Nothing in the present Appendix shall be interpreted as limiting any exclusive recognition granted to ACTRA by the Commission. Without limiting the generality of the foregoing, ACTRA may continue to negotiate minimum working conditions or the application of the IPA with any producer not represented by APFTQ.

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