

**ACTRA RADIO**

**AGREEMENT**

**Between**

**THE CANADIAN BROADCASTING CORPORATION**

**and**

**ACTRA**

**DECEMBER 19<sup>TH</sup>, 2001 TO JULY 3<sup>RD</sup>, 2002**

## SECTION A -- RELATIONSHIP OF THE PARTIES

### ARTICLE A1

#### RECOGNITION AND APPLICATION

- A101 The Corporation recognizes ACTRA as the sole bargaining agent for performers engaged by the Corporation as per the terms and conditions of its certification by the Canadian Artists and Producers Professional Relations Tribunal (CAPPRT) under the provisions of the Status of Artists Act, except as may be amended elsewhere in this agreement.
- A102 The Corporation further agrees to engage performers under the terms of this Agreement for all production undertaken by the Corporation regardless of the type of production or nature of distribution (i.e. broadcast, non-broadcast, multi-media, etc.). Such commitment will only apply where the category of engagement normally falls under ACTRA Performer Guild jurisdiction under this Agreement. If this agreement does not clearly address appropriate compensation for a particular type of engagement, the parties will enter into good faith negotiations to determine appropriate terms and conditions.
- A103 The provisions of this Agreement shall apply to all programs contracted during the term of this Agreement. In the event the Corporation wishes to apply the provisions of this Agreement to previously produced program material, the permission of performers engaged in residual categories will be a prerequisite. The Corporation agrees to advise ACTRA that the Corporation is approaching individual performers in this regard.

### ARTICLE A2

#### EXCLUSIONS

A201 Total Exclusions

The following shall be totally excluded from the provisions of this Agreement.

- a) A person performing as a musician, instrumentalist, self-accompanied vocalist, conductor of a band, chorus or choir, who is within the jurisdiction of the American Federation of Musicians.

- b) A member of the public appearing incidentally as part of a public event or of a studio audience or as a participant in an open-line broadcast.
- c) Persons holding or candidates for public office.
- d) A participant in a broadcast of any religious service.
- e) A student participating in an educational broadcast.
- f) Persons (except teachers) appearing as themselves on a broadcast produced in co-operation with a school, college, university, or educational organization.
- g) Children under sixteen (16) years of age appearing as themselves.
- h) A member of the Armed Forces of Canada when appearing in any program primarily for the purpose of describing military ceremony or for the purpose of recruitment, education or information relating to the Armed Forces.
- i) Any person heard on a newscast or in a news review.
- j) A contestant on any bona fide amateur, talent, or opportunity program.
- k) A contestant participating in a quiz program or program game, provided that such a contestant is not rehearsed to develop an individual characterization.
- l) Non-professionals appearing as part of local community affairs, historical re-enactments, county fairs and similar events on location, of which the Corporation is not the prime producer.

A202 Qualified Exclusions

Non-professional performing groups from ethnic, religious, educational, cultural or philanthropic organizations not associated with any commercial enterprise and who are not operated for the profit of such organizations or of their individual members may be engaged up to two (2) occasions in any twelve (12) month period.

The Corporation and ACTRA agree that in the event the Corporation is desirous, in exceptional circumstances, of engaging a choral group or choir in excess of the two (2) occasions within a twelve (12) month period, the Corporation may seek such extension by applying in writing to the National Executive Director of ACTRA on each occasion. ACTRA will consider such application and advise the Corporation of its decision.

A203 With the exception of Article A201 c) and h), when a member of ACTRA is engaged in any of the excluded categories, the conditions of this Agreement shall apply, and the member shall be paid not less than the rates of this Agreement. It is understood that any Corporation employee who happens to be a member of ACTRA but whose employment by the Corporation is in any of the excluded or qualified excluded categories shall not be eligible for payment. An ACTRA Performers Guild member may appear for promotional purposes without fee with the written permission of the performer, and with the notification of the local ACTRA Performers Guild office. However, an ACTRA member's appearance in any of the excluded categories shall not require the qualification of other persons appearing in the same program in an excluded category.

## ARTICLE A3

### CONDITIONS GOVERNING THE RELATIONSHIP BETWEEN THE PARTIES

- A301 NON-DISCRIMINATION: The Corporation agrees that there shall be no discrimination against any performer because of age, race, gender, sexual preference, creed, colour, national origin, or disability.
- A302 The Corporation assumes the risk of the artistic and professional competence of a performer engaged by the Corporation.
- A303 ACTRA undertakes to promote and demand professional conduct from performers engaged to perform under the provisions of this Agreement.
- A304 CONDITIONS ON ENGAGEMENT:  
Nothing in this Agreement shall be deemed to prevent a performer from obtaining better rates, terms or conditions than the minimum rates or conditions provided herein. A performer engaged at rates, terms or conditions in excess of the minima provided herein shall continue to have the benefit of all other provisions of the Agreement.
- A305 INDEPENDENT PRODUCER: In the event that the Corporation engages or commissions an independent producer to produce a program, and where no Agreement exists between the independent producer and ACTRA, the Corporation shall, in any Agreement with such producer, include a provision requiring such producer to become a signatory to this Agreement by means of a Letter of Adherence which then shall be an Agreement between such producer and ACTRA. ACTRA may require an independent producer to post adequate cash bond or other negotiable security to be held in trust by ACTRA for the protection of its members.
- A306 It is understood that the Corporation is required to enact policies governing the status of persons who declare their candidacy for public office in federal, provincial or municipal elections and who are employed and/or engaged by the Corporation.

- A307 ACTRA shall provide each major CBC location with a National list of members in good standing with their social insurance numbers where possible, once each year.
- A308 ACTRA may appoint stewards for each program on which performers are engaged. The steward shall receive any complaints or grievances and shall act as a representative of ACTRA.
- A309 ADMINISTRATION FEE: In recognition of ACTRA's responsibility in administering the Agreement, the Corporation shall share in the costs of such stewarding by contributing one percent ( 1%) of the total gross fees paid under ACTRA Performers Guild jurisdiction. Such payment shall be made monthly, on or before the fifteenth (15th) of the month following payment of such fees and shall be forwarded to the National Office of ACTRA.
- A310 DEDUCTION FROM PERFORMER'S FEES-GUILD DUES: The CBC shall deduct 1.75% of the Gross Fees (inclusive of Use Fees) paid each Performer who is a guild member and remit such amount to the Guild. During the life of this Agreement, the Guild may amend the percentage of this deduction.

#### ARTICLE A4

##### WAIVERS

- A401 Upon a written request by the Corporation to the National Executive Director of ACTRA, the provisions of this Agreement governing working conditions may be waived where it is established that it is physically impossible to do so or the burden involved is unreasonable. The rates and fees paid to performers shall not be waived or changed by any waiver. Such request for a waiver shall be in writing from the Senior Corporate Talent Relations Officer.

#### ARTICLE A5

##### HARASSMENT IN THE WORK PLACE

- A501 The Corporation and ACTRA agree that Performers must be able to perform their functions free of harassment without the fear of reprisal. The Parties will establish

a Joint Committee to review the Management Policy on this matter for the express purpose of discussing its application to Performers.

## ARTICLE A6

### NON-CANADIAN PERFORMERS

A601 As a matter of policy and practice, the Corporation agrees to provide preference of engagement to Guild members and Apprentice members

ACTRA agrees that it is the right of the Corporation to determine the casting and engagement of performing talent in its productions.

The Corporation recognises that members of ACTRA are obligated to observe the requirements of the Constitution and By-laws of the Association in all respects.

However, whenever the Corporation considers the engagement of a non-Canadian performer in a drama or variety program who is not an ACTRA Performers Guild member, the following rules shall be followed (a non-Canadian performer shall be a person who is not a Canadian citizen or a person who has not obtained permanent residency status in Canada):

a) The Corporation and ACTRA shall establish joint advisory committees as necessary, comprised of equal representation from the Corporation and ACTRA. Such joint advisory committees shall consider and investigate the circumstances relating to the proposed engagement of a non-Canadian performer in any drama or variety program produced by the Corporation.

b) The Corporation shall notify the joint advisory committee of its intention to engage a non-Canadian performer not less than two (2) weeks in advance of the first day of production on the program concerned. In the case of a variety series, the two (2) week period will not be applicable. However, the Corporation agrees that the casting policy of the series will be discussed in advance with the advisory committee, following which the committee will be advised of engagement of foreign talent. Further, the Corporation shall provide to the joint advisory committee information in writing defining the role or category of work for which the non-Canadian performer is being considered. Among the responsibilities of the joint advisory committee shall be:

(i) To review whether the non-Canadian performer is of international reputation upon agreement by the committee that the performer is of international reputation, a work permit shall be issued.

(ii) If the Committee disagrees concerning the international reputation of a non-Canadian performer, the Corporation shall provide to the joint advisory committee information in writing concerning the role for which the performer is being considered and details relating to the search conducted by the Corporation to engage a Canadian performer for such a role or category of work.

(iii) In the case of programs in which the Corporation is a co-producer and non-Canadian performing talent is required for such co-production, the Corporation shall provide the joint advisory committee with information in writing relating to the co-production arrangement and the basic provisions involving performing talent.

(iv) In the event of emergency situations caused by illness to a performer or some other situation of an emergent nature, the joint advisory committee may waive the requirement for specific information.

c) It is understood and agreed that upon the filing of information referred to above to the joint advisory committee, work permits will be issued to the non-Canadian talent requested by the Corporation. Notwithstanding this understanding, the joint advisory committee may, in certain circumstances, request a senior program representative in authority in the department concerned to appear before the committee with a view to seeking further information and discussion concerning the request.

d) In the event the Corporation fails, at any time, to provide the information referred to above in writing to the joint standing committee, the Corporation shall waive its right to request a work permit for a non-Canadian performer, and ACTRA may refuse to issue a work permit in such instances.

e) It is understood that the foregoing does not apply to talk, panel and magazine programs.

## **ARTICLE A7**

### **GRIEVANCE PROCEDURE**

A701 The Corporation agrees that performers exercising their rights under the provisions of this Article do so without prejudice to their relationship with the Corporation or its agents.

A702 A complaint of a minor nature may be discussed and settled at the time of its occurrence between the representative of ACTRA and the representative of the Corporation. In the event that a satisfactory resolution of this minor complaint is arrived at, no further steps need to be taken.

A703 LOCAL LEVEL: A grievance which arises out of, or in connection with, the application or interpretation of this Agreement must be submitted in writing to the Officer-in-Charge of Talent Relations at the location or the representative of ACTRA at the location, as the case may be. The written grievance shall be delivered to the appropriate officer of the other party within thirty (30) calendar days of the occurrence giving rise to the grievance.

A written reply to the grievance shall be made within seven (7) calendar days of its receipt. A reply deemed unsatisfactory may be referred by the dissatisfied party to a Local Grievance Meeting within four (4) days of receipt of the reply. Minutes of such meetings shall be kept, read and signed by both parties at the close thereof. Where the local settlement of a grievance calls for payment or remedial action, instructions shall be given to make payment or to take the required action as soon as the minutes recording the grievance settlement are signed.

No local settlement, however, shall have the weight of precedent until it has been reviewed and ratified by the parties at a National Grievance Meeting.

At Local Grievance Meetings, matters of common concern may be discussed and recorded in the minutes of the meeting.

A704 NATIONAL LEVEL: In the event that the parties fail to arrive at an acceptable solution during the course of the local level procedure, the grievance shall be referred to the National Level by giving written notice to that effect to the Senior Corporate Talent Relations Officer, or to the National Executive Director of ACTRA, as the case may be, within seven (7) calendar days of the local meeting.

The Committee at the National Level will consist of any person(s) designated by each party to represent the Corporation and ACTRA respectively for the purpose. The National Grievance Meeting will be held within thirty (30) days of receipt of such notice. Minutes of such meetings shall be kept, read and signed by both parties at the close thereof.

The parties agree that once in each of the first, third and fourth quarters, a national grievance meeting shall take place. The dates for these meetings shall be the first available business day in the quarter, as agreed by the parties.

At National Grievance Meetings, matters of common concern may be discussed and recorded in the minutes of the meeting.

A705 EXTENSION OF TIME LIMITS: The time limits of either the Local or National Level may be extended by mutual agreement between the parties.

A706 REFERRAL TO ARBITRATION: In the event that the grievance is not settled at the National Level, either party may, within fourteen (14) days, take its grievance to arbitration upon notice by registered mail to the Senior Corporate Talent Relations Officer, or to the National Executive Director of ACTRA, as the case may be.

A707 ARBITRATORS: Grievances shall be submitted to arbitration to a mutually agreed upon arbitrator.



A708 THE ARBITRATOR'S AUTHORITY: The arbitrator shall hear and determine the grievance and shall issue a decision, and the decision shall be final and binding upon the parties and upon any performer affected by it. Such decision must be implemented forthwith after its receipt unless some other time for its implementation is provided in the award. The arbitrator shall not have the power to change, modify, extend or revise the provisions of this Agreement or to award costs or damages against either party.

A709 The expenses of the arbitrator shall be borne equally by the Corporation and ACTRA.

### ARTICLE A8

#### NO STRIKE, WORK STOPPAGE OR LOCKOUT

A801 The parties to this Agreement covenant and agree that during the term of this Agreement, neither ACTRA nor any ACTRA Performers Guild branch will engage in or permit a strike or work stoppage or direct any member of any branch to refrain from accepting engagement with the Corporation or interfere with the normal process of engagement; and, the Corporation will not refuse to engage members of ACTRA nor interfere with the normal process of engagement.

### ARTICLE A9

#### DURATION, TERMINATION AND RENEWAL

A901 This Agreement shall become effective on July 6, 1997 and shall remain in full force and effect until July 3, 1999.

A902 In the event that, prior to the expiry date of this Agreement, either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party not less than ninety (90) days prior to the expiry date of this Agreement.

A903 Notwithstanding Article A902 above, if the parties should fail to execute a new Agreement sixty days (60) in advance of the expiry date of this Agreement, extension of the existing Agreement shall be a matter of mutual decision between the parties.

## SECTION B -- DEFINITIONS

### ARTICLE B1

#### PERFORMER DEFINITIONS

- B101 For the purpose of this Agreement, "performer" shall include: principal actors, actors, , singers, and variety principals.
- B102 PRINCIPAL PERFORMER: means any performer engaged as a principal actor,.
- B103 a) PRINCIPAL ACTOR: means a performer engaged to execute or interpret a major role in a dramatic form of presentation or an actor engaged to perform a major role.
- b) ACTOR: means a performer engaged in a minor acting role requiring individual characterization comprising not more than **fifty (50)** words of dialogue.
- B104 SINGER: means a performer engaged to sing, either alone or with others.
- B105 VARIETY PRINCIPAL: means a performer engaged to appear in any combination of the categories of actor/singer/host.
- B106 VOCAL COACH: means an ACTRA Performers Guild member engaged to coach a chorus, choir or group of singers or actors.

### ARTICLE B2

#### DEFINITIONS OF TERMS

- B201 ABOVE MINIMUM PAYMENT: means the fee which a performer has negotiated in excess of the minimum rates and terms provided in this Agreement. The negotiation of a performance fee at above minimum rates may or may not apply to overtime, residual and pre-payment fees, penalty provisions, and any other additional provisions, depending on what is stipulated in the individual contract between the performer and the Corporation; however, where the above

minimum fees are to be applied against fees other than the performance fee, the individual contract shall state the extent of such application.

- B202 AFTER SHOW OR WARM-UP: means planned entertainment for studio audiences, either before, during or after the program.
- B203 BASE FEE: means gross fees paid exclusive of expenses paid and pre-payment options exercised.
- B204 BOOKING: means notification to a performer and acceptance by the performer of an engagement.
- B205 BROADCAST: means the transmission of a radio program, either live or by means of a recording or pre-recording.
- B206 BROADCAST RECORDING: means a recording produced by the Corporation by any means for unrestricted use.
- B207 CALL: means the notification to a performer of the date, hour and place of commencement of work.
- B208 CBC BROADCAST WINDOW: means use of a contracted program or program insert in its entirety by CBC Radio on any of its English and/or French language stations, networks and affiliated stations (however distributed as a basic signal destined for Canada only) for a period of forty-eight (48) consecutive hours from the first broadcast. Notwithstanding the above, the Corporation shall retain the right to broadcast such program or program insert in two or more parts, without additional editing, within the 48-hour window.
- The Corporation will also have the right to segment musical concerts within broadcast windows subject to the performers separate consent obtained at the time of contracting
- B209 CONTRACTED HOURLY RATE: means the hourly rate expressed in the performer's individual contract. Where the performer's individual contract is silent, the contracted hourly rate will be the performance category hourly rate provided in this Agreement.

- B210 MAGAZINE PROGRAM: A program composed of segments such as, but not limited to, talk items, commentaries, interviews, poetry items, drama items, musical segments, panel discussions, documentaries, with all such segments integrated by a host and/or identifying device.
- B211 MINIMUM BASIC FEE: means a fee payable at the scale of rates provided herein for broadcasts and included work time.
- B212 NATIONAL COVERAGE FOR RADIO PROGRAMS: means one (1) broadcast window over each Corporation owned or affiliated station.
- B213 PRE-RECORDING: means the recording of a portion of a radio program for incorporation into a complete program.
- B214 PILOT PROGRAM: means a program produced for evaluation purposes without rights to broadcast, except as provided in this Agreement.
- B215 PROGRAM: means a produced entity for broadcast, either live or recorded by any means whatsoever.
- B216 PROGRAM SERIES: means a group of programs having a common name and a common format.
- B217 SCRIPT DEVELOPMENT WORKSHOP: means a session called for the purpose of reading or performing contracted script material in connection with the development of the script and/or writer concerned. No recording for broadcast of the reading or performance shall be made.
- B218 SIMULCAST: means a production broadcast over both television and radio.
- B219 TALENT AUDITION: means the auditioning, which may be recorded, of a performer or group of performers for the purpose of determining their value as performers for radio and/or suitability for given roles.

## SECTION C -- RIGHTS AND OBLIGATIONS OF THE PARTIES

### ARTICLE C1

#### PRODUCTION INFORMATION

C101 ACTRA PERFORMERS GUILD FORMS: The Corporation's producer shall allow the steward to complete any form required by ACTRA, provided, however, that all activities required by ACTRA must be so conducted that they do not reduce the time to which the Corporation is entitled from each performer for rehearsal and broadcast.

Daily Time Sheet: The Corporation and ACTRA agree that the maintenance of adequate records are essential. To this end, the Corporation shall make available in network radio drama productions a daily time sheet as provided in Appendix "G". Performers and a representative of the Corporation shall initial the report at the end of each day and a copy shall be provided to ACTRA within seventy-two (72) hours of the end of each week's production."

C102 CONDITIONS ON ENGAGEMENT:

a) The Corporation shall not require any performer to take part in any broadcast with any person unless such person is qualified for performance prior to the commencement of the engagement.

b) The Corporation agrees that performer contracts will be executed prior to the commencement of engagement.

C103 COPIES OF CONTRACTS: A copy of such contract engaging a performer within ACTRA's jurisdiction will be supplied to the local ACTRA office within seven (7) days of the receipt by the CBC of fully signed contract. the Corporation shall not submit a contract to a performer without first applying the appropriate Corporation signature.

C104 ACCESS TO STUDIO: An accredited representative of ACTRA shall be admitted at any reasonable time to the place where performers are working, provided the permission of the producer is secured. Such permission shall not be unreasonably withheld.

C105 Prior to production the Corporation will send to the local ACTRA Performers Guild office a letter containing the following information for each of its drama, variety and musical productions:

- a) Name of production.
- b) Date of first rehearsal or production date if no rehearsal.
- c) Studio location.
- d) Cast list as booked (including the Guild member numbers).
- e) Name of production.
- f) Name of Production Liaison.

## **ARTICLE C2**

### **OBLIGATIONS OF PERFORMERS**

C201 Performers are required to arrive ten (10) minutes before the scheduled work start. In the event that a performer is late, the Corporation may deduct from the performer's fee double the work rate for the period of lateness, and the Corporation may notify ACTRA for possible disciplinary action.

C202 **PERFORMERS MUST REPORT BEFORE LEAVING:** Performers shall report to the producer or the producer's deputy before leaving the studio following a rehearsal or broadcast. Should the producer require the services of the performer for a further period of time, the performer shall accept such further engagement, providing that it does not conflict with a previously arranged engagement.

## **ARTICLE C3**

### **ENGAGEMENT OF NON-MEMBERS**

C301 **WORK PERMITS:** Persons who are not members of ACTRA engaged by the Corporation in a location where ACTRA has a business office shall apply for a work permit at such business office and pay the appropriate work permit fee:

In the event it is not possible to secure a work permit during normal business hours, the Corporation shall notify the local ACTRA Performers Guild representative of the details of the engagement of such person on the first working day on which ACTRA office is open.

When an emergency prevents such person from applying at the local ACTRA Performers Guild office or where ACTRA does not have a business office, the Corporation shall make arrangements with the appropriate representative of ACTRA to qualify such person and remit the appropriate work permit fee to ACTRA.

a) Performers who are resident in Canada shall pay the following work permit fee to ACTRA for each of their first six (6) engagements: **\$36.41**

b) On the seventh (7th) engagement by the Corporation, such performers shall become members in good standing of ACTRA in accordance with the applicable provisions of ACTRA Constitution.

c) In the event that upon a seventh (7th) engagement a performer does not wish to become a duly constituted member of ACTRA as provided above, such performer shall signify his decision not to become a member of ACTRA in writing, both to the Corporation and to ACTRA and shall thereafter pay to ACTRA the appropriate work permit fee described in item a) above per engagement.

d) Except where a reciprocal agreement between ACTRA and another performers' union provides otherwise, persons who are non-Canadians shall pay, for each engagement, a work permit fee of **\$182.07**. The engagement of non-Canadians shall be as per Article A6 of this agreement.

#### **ARTICLE C4**

#### **PILOT PROGRAMS**

C401 **Pilot Programs**: Pilot programs may not be broadcast to the public generally but may be heard by prospective sponsors and/or a studio/non-broadcast audience for evaluation purposes only. Each performer on such pilot shall be paid one-half the program rate applicable to the performer's category. Included rehearsal shall be the full number of hours included in the program minimum fee, and extra rehearsal required shall be paid at the full extra rehearsal rate. However, any such pilot program subsequently broadcast will be adjusted to not less than the applicable fee.

## ARTICLE C5

### PUBLICITY AND PROMOS

C501 When a performer is involved in a promo during such performer's contracted hours, no additional payments are required. If, however, a performer is asked to stay beyond contracted time, such additional time will be paid at the applicable work time or overtime rate, whichever is applicable. When a performer is required to come in on a separate call to prepare a promo, the rates in Article E301 will apply.

C502 There shall be no limitation on the number of occasions on which such promos shall be used prior to the original performance or to the replay of the program being promoted.

C503 STILL PHOTOGRAPHS FOR PROMOTIONAL PURPOSES The Performer shall be provided with advance notice that photographs will be taken for promotional purposes during a work session. In addition, credits shall be provided to each Performer appearing in the Photographs which are utilized for promotional purposes, unless such photograph pictures more than four (4) performers.

## ARTICLE C6

### CREDITS

C601 The Corporation shall reserve specific and adequate time for credits on each program or, in the case of daily information programs, each week. Performers have the right to have no credit given.

## ARTICLE C7

### PROVISIONS GOVERNING PAYMENT OF PERFORMERS

C701 The applicable fee shall be net to the performer, and no deductions whatsoever may be made therefrom, save and except those required to be made by law or by this Agreement. All fees must be paid within fourteen (14) calendar days following production of the program.



C702 LATE PAYMENT PENALTY: In the event that ACTRA or the performer notifies the Corporation that a payment is late, and if such payment is not made within seven (7) days following such notice, the performers concerned will be paid an additional two percent (2%) per month for each thirty (30) day period or part thereof, beginning with either:

a) the first day following the fourteenth (14) day from the date that payment was due, or

b) the date 90 days prior to the date of notification, whichever is the lesser. In the event of a dispute over the payment, this Article shall not apply to that portion of the payment in dispute.

The parties to this Agreement agree that late payments are not an acceptable practice, and the Corporation agrees that every effort will be made to correct the situation where it continually occurs. It is agreed that ACTRA, may, from time to time, request a joint committee at the location concerned. Such a committee will include senior CBC officers in authority. Such matters, if not resolved, may be referred to a national joint committee.

C703 THIRD PARTY AGREEMENTS: The Corporation may provide "Third Party Agreements" to any performer to facilitate payment of initiation fees and dues from fees to be paid the performer by the Corporation.

C704 ASSIGNMENT OF FEES: All payments shall be made directly to the performer unless written authorization has been received by the Corporation from such performer authorizing payment to another party. Payment will also be made to another party in the event of a court order.

C705 NON-WAIVER OF RIGHTS: The acceptance by a performer of payment shall not be deemed a waiver by such performer nor constitute a release or discharge of rights under this Agreement.

C706 STATUS: (U.I.C., Canada Pension and Income Tax) The Corporation shall not, on its own initiative, reclassify a performer's status during the life of a contract.

## ARTICLE C8

### USE OF RECORDINGS

C801 Upon payment of the base fees provided herein, the Corporation shall acquire the right to one (1) CBC broadcast window, provided that such CBC broadcast window is utilized within twenty-four (24) months after all performers have completed their services.

2802 The right to broadcast under Article C801 includes transmission of the basic CBC signal over the internet, as per the provisions of Appendix "K" (INTERNET).

2803 When a program is to be used in a manner not provided for in this agreement, the Corporation and ACTRA shall negotiate mutually acceptable terms and conditions to apply to such use.

## **ARTICLE C9**

### **INDEMNITY - ACTION IN DAMAGES**

2901 The Corporation shall indemnify any performer against all legal costs and any judgement arising out of a script supplied to the performer by the Corporation and enacted as directed by the Corporation, provided the performer co-operates with the Corporation, both in notifying it 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 Corporation.

## SECTION D - CONDITIONS OF ENGAGEMENT

### ARTICLE D1

#### AUDITIONS

D101 Performer Auditions: A performer may audition without payment. However, any performer engaged to take part in another's audition shall be paid:

Minimum guarantee: **\$79.90**

Per hour rate: **\$22.11**

D102 AUDITIONS FOR CHORUS SINGERS: Where a performer audition is to be held for chorus singers for a program(s), notice of such auditions, with necessary details, shall be given to ACTRA's local representative seven (7) days prior to such audition.

D103 Any performer who takes a voice test as a member of a group but is dropped from such group when it is accepted for a broadcast shall be paid a sum equal to the minimum fee for two (2) programs of the length of the accepted broadcast.

### ARTICLE D2

#### GENERAL CONDITIONS OF ENGAGEMENT

D201 READING SESSION: Provided members of the cast have been definitely engaged for a production prior to the reading session for such production, and provided that such reading session is not for the purpose of assessing or evaluating performers for casting purposes, a reading session may be called without being included in the rehearsals. The payment for a reading session, shall be a minimum payment of two (2) hours at the rehearsal rate.

D202 Where an unpaid lapse of time is required between the final rehearsal session and the program due to circumstances beyond the ordinary control of the Corporation, performers shall stand by for a fifteen (15) minute period immediately before the broadcast without additional compensation.

D203 Of the foregoing, Articles D201 shall not apply to singers.

- D204 REHEARSALS - CALCULATION OF TIME: Rehearsal time shall be deemed to commence at the scheduled time at which it is called.
- D205 Rehearsal is ended when the producer releases the performers.
- D206 Time spent in making recordings where cutting is delayed or recordings discarded for any reason at the same sessions at which the recordings are being made shall be deemed rehearsal time.
- D207 WORK DAY: When the majority of work time spent in one session falls after midnight, that portion that is worked after midnight and before 6:00 a.m. shall be paid at double the work time rate.
- D208 MEAL PERIODS: Meal periods of at least one (1) hour or a maximum of one and one-half (1 1/2) hours shall begin at a time close to the normal periods (i.e. 11:00 a.m. to 2:30 p.m. for lunch and 4:30 p.m. to 8:00 p.m. for dinner), but in no case shall the period between the end of lunch and the beginning of dinner, nor in the case of early morning work time, between the beginning of the work time and lunch time, exceed five (5) hours. Meal periods shall not be considered as time worked and shall not be paid.
- D209 MEAL PENALTY: Notwithstanding Article D208, where the exigencies of the production of a program require and the performers agree to work during a meal period, performers will be compensated at double the work rate for such time worked.
- D210 REST PERIODS: Each performer in a production shall be entitled to a five (5) minute rest period provided for each hour of work, cumulative at the producer's discretion. Such rest periods shall not be given at the beginning of work.
- D211 SIMULCAST: When the Corporation wishes to engage a performer in a simulcast, the performer will have the opportunity to negotiate fees for each medium, which, in no case, shall be less than the combined minimum provided in the applicable agreements. Extra work time and audience fees shall be paid according to the television rates only.
- D212 OVERTIME: If, on any day, the work session exceeds eight (8) consecutive hours, excluding meal breaks, such additional hours of work shall be paid on a pro-rated basis at one and one-half (1 1/2) times the performer's work time rates, calculated in one-half (1/2) hour units.

D213 STATUTORY HOLIDAYS: Performers required to work on legal holidays, unless the broadcast takes place on the same day, shall receive double the applicable additional work time rate. All Federal legal holidays shall be considered as holidays for the purposes of this Agreement

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Labour Day
Thanksgiving Day	Christmas Day

### ARTICLE D3

#### TRAVEL

D301 When the Corporation requires a performer to travel:

a) the performer shall, if transportation and/or accommodation are not provided by the Corporation, be entitled to not less than:

(i) Where authorized, the Corporation will pay actual transportation expenses on scheduled carriers covering economy air or first class rail fare, taxis, or limousine service or, a car mileage allowance of:

Per mile: \$ 0.44

Per kilometer : \$0.27

(ii) A per diem rate of \$ 119.05 to cover all personal expenses when staying at a hotel, motel or similar accommodation in Canada. However, if certain meals or living accommodation are provided at the Corporation's expense, the per diem allowance shall be reduced in the following manner:

Breakfast: \$ 8.60

Lunch: \$ 11.60

Dinner: \$ 24.35

Accommodation: \$ 106.08

(iii) All rental or leasing costs where the performer is authorized to lease or rent a vehicle.

If a performer is required to travel outside Canada, the performer shall be paid actual reasonable expenses incurred, supported by receipts.

b) It is further understood that the terms of Article D301 (a) are minimum conditions under this Agreement and are subject to individual negotiation, depending upon the circumstances.

c) (i) Nearby Location: means a location within twenty-five (25) miles (forty (40) kilometers) by the most direct route from the offices of the Corporation.

(ii) Distant Location: means any location beyond a nearby location.

(iii) Travel Time: The time reasonably required by a performer to travel to and from an engagement at a distant location shall be paid at the hourly rate for the performer, in half-hour units. Such payment for travel shall be calculated on the basis of actual travel time spent. There shall not be travel time allowance for travel to a nearby location. It is understood that time spent in actual travel shall not be paid in excess of eight (8) hours in any one (1) day, and such travel time shall not create an overtime situation.

d) Allowable expenses as per this Article shall be payable at the conclusion of the engagement. However, at the performer's option, a non-accountable payment covering allowable expenses under this Agreement may be made to the performer prior to the engagement instead.

D302 If Corporate rates exceed minimums payable under the agreement, Corporate rates shall prevail. If either the AFM or the WGC negotiate superior conditions under this Article, such conditions will automatically apply to ACTRA.

#### ARTICLE D4

#### CANCELLATION

D401 CANCELLED ENGAGEMENT IN A SINGLE PROGRAM OR EPISODE: In the event the Corporation cancels a performer's booking or engagement in a program which is subsequently produced, such performer shall be paid in full the contracted fee, except where the cancellation occurred by reason of insubordination or misconduct of a serious nature.

D402 FOUR (4) WEEKS NOTICE TO ESTABLISHED CHARACTER: A performer who, by virtue of successive performance in the same role in a program series, has become identified with the character enacting the role shall be bound to accept an engagement for any program in the series incorporating such character if four (4) weeks' notice is given by the Corporation, but the Corporation shall relieve such performer of the requirement to perform as such character in a program if the performer gives the Corporation four (4) weeks' notice in writing of an intention not to perform.

- D403 DISMISSAL OF MEMBER OF SINGING GROUP: Any performer who is a member of a singing group who has performed on three (3) or more consecutive programs of a program series shall receive at least two (2) weeks notice of termination of engagement from such series of programs or two (2) weeks payment in lieu of notice. Such performers wishing to terminate their engagement with the Corporation for such series of programs shall be required to give two (2) weeks notice. Notice in either case shall be given in writing.
- D404 CANCELLATION OF SINGLE PRODUCTION: If a single production or an episode in a series is cancelled, performers who have been booked or contracted shall be paid in full for the contracted fee.
- D405 NO WEATHER-PERMITTING CALLS IN STUDIO: No weather-permitting calls shall be allowed for work in studio.
- D406 CANCELLATION OF A SERIES BEFORE COMMENCEMENT OF PRODUCTION: When a series is cancelled prior to the commencement of production, performers engaged for the series shall be given twenty-one (21) days notice of such cancellation. If the required notice is not given, performers shall be paid for all time booked within a twenty-one (21) day period from the day notice is given.
- D407 CANCELLATION OF A SERIES AFTER COMMENCEMENT OF PRODUCTION: When a series is cancelled after the commencement of production, performers engaged for the series shall be given twenty-eight (28) days notice of such cancellation and shall be paid for all time booked within the twenty-eight (28) day period.
- D408 TERMINATION OF SERIES CONTRACT: Where a performer is contracted in writing for a definite number of programs in a series which will be produced, either the performer or the Corporation may terminate such contract by notice in writing under the following conditions:
- a) If the performer is contracted for thirteen (13) programs or less, the period of notice shall be not less than fourteen (14) days;
  - b) If the performer is contracted for fourteen (14) or more programs, the period of notice shall be not less than twenty-eight (28) days;
  - c) The Corporation may elect to pay fees in lieu of notice for all work scheduled in the applicable period of notice.
- D409 FAILURE TO APPEAR: A performer who fails to appear at a rehearsal or broadcast or whose engagement is cancelled for just cause or for cause within the performer's control shall receive no payment beyond that which is due for the actually completed portion of the

engagement. But, if a performer fails to appear at a rehearsal or broadcast for reasons beyond the control of the performer, or if the performer is excused from a rehearsal with the prior consent of the producer, the performer shall not be penalized and shall be paid the minimum guarantee and for such extra rehearsal as the performer actually attended beyond the minimum.

D410 NOTICE OF CHANGE IN SCHEDULED WORK: The work or production time for a production may be altered or cancelled without payment thereof if twenty-four (24) hours' notice prior to the first scheduled rehearsal is given. If less than twenty-four hours' notice is given, the performer shall be paid in full. A performer is hereby relieved from appearing at a rescheduled rehearsal or production if such performer has accepted a conflicting engagement prior to actual notice of the new work time.

D411 FORCE MAJEURE: If the production of a program is prevented by government regulation or order in a national emergency or by the failure of production facilities because of war or other calamity, such as fire, earthquake, hurricane or flood, or because of the breakdown of said production facilities due to causes beyond the reasonable control of the Corporation, the Corporation shall be relieved of any financial responsibility for the payment of compensation for the program so prevented. However, the Corporation shall reimburse the performer for all out-of-pocket costs necessarily incurred in connection with such program. In addition, the performer shall be paid in full the applicable rehearsal rate for all hours rehearsed prior to notice of cancellation. The same consequences shall ensure if the program time is pre-empted for a broadcast made necessary by developments of paramount national importance and notice of cancellation for such purpose is given to the performer promptly upon such notice having been received by the Corporation.

## ARTICLE D5

### DOUBLING

D501 DOUBLING OUT-OF-CATEGORY: No performer engaged as an announcer, actor or singer shall perform duties in any other of these categories than the one for which the performer was engaged without payment of minimum guarantee to such second category, provided, however, that a singer shall speak lines, which are a minor part of the singer's vocal role in a musical production, and an actor shall do such minor singing as is an integral part of the actor's dramatic role without additional compensation.



D502 DOUBLING IN-CATEGORY (ACTORS ONLY):

a) A performer is said to "double" when, in addition to the part for which the performer is engaged, the performer participates in another part, provided that such other part contains more than one (1) speech or more than ten (10) words. If a performer participates in more than one additional part, regardless of the number of speeches or words of such part, the performer shall be paid the appropriate doubling fee. It is not a "double" to participate in crowd noises.

b) Actors performing in a program having a cast of less than nine (9) persons shall be compensated for each double at an extra payment of fifty percent (50%) of the minimum fee for the broadcast.

c) Actors performing in a program having a cast of more than eight (8) persons and less than fifteen (15) shall be compensated for each double at an extra payment of twenty-five percent (25%) of the minimum fee.

d) Actors performing in a program having a cast of more than fourteen (14) persons shall be compensated for each double at fifteen percent (15%) of the minimum fee.

D503 DOUBLING IN-CATEGORY (SINGERS):

a) Opera, Musical Comedy and Oratorio Work: Upon payment of an additional fifty percent (50%) of the highest broadcast fee, a performer in a program which may be defined as opera, light opera, musical comedy, oratorio, or a work of a religious or devotional nature may perform in all categories according to the requirements of the role being played.

b) Soloist Doubling as Group Singer: A singer engaged as a soloist and required to perform other than as a soloist in a group shall be paid the applicable minimum guaranteed fee for such other group in addition to the soloist fee.

c) Size of Singing Group: No performer in a major role, soloist, choir conductor, or any member of a cast shall be added to a singing group for the purpose of increasing the group for determining the appropriate group rate, i.e. to increase the size of the overall group.

d) Group Singers Doubling: A singer engaged other than as a soloist, who is required to perform outside the group for which the singer was engaged, shall be paid the following step-ups:

(i) A singer performing incidentally as a soloist a total of less than thirty-two (32) bars shall be paid an extra fee which shall be not less than fifty percent (50%) of the minimum fee for such group.

(ii) A singer performing incidentally as a soloist a total of thirty-two (32) bars or more shall be paid an extra fee which shall be not less than one hundred percent (100%) of the minimum fee for such group.

(iii) A singer performing incidentally in another group of two (2) or more voices a total of less than thirty-two (32) bars shall be paid an extra fee which shall not be less than twenty-five percent (25%) of the minimum fee for the group into which the singer doubles.

(iv) A singer performing incidentally in another group of two (2) or more voices a total of thirty- two (32) bars or more shall be paid an extra fee which shall not be less than fifty percent (50%) of the minimum fee for the group into which the singer doubles.

(v) In the case of unmeasured music ninety (90) seconds shall be considered to be equivalent of thirty-two (32) bars.

D504 The provisions of this Article do not apply to opera productions

## **ARTICLE D6**

### **MINORS**

D601 **PREAMBLE:** The parties to this Agreement recognize the special situation that arises when Minors are engaged in the workplace. The Parties are dedicated to ensuring safe environment for all Performers, with extra care given to the proper health, education, morals, and safety of Minors. For the purpose of this Agreement, the term Minor shall refer to Performers under the age of sixteen (16) years. The term Parent shall include Minor's legal guardian.

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

D602 **VIOLATIONS:** The parties acknowledge that a breach or violation of the provisions of this Article D6 may result in harm to a Minor and therefore the Parties undertake to act expeditiously when a violation is alleged to have occurred. In this regard the Guild and the Corporation 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.

D603 **CONDITIONS OF ENGAGEMENT:**

a) The Corporation shall advise the Minor's Parent(s) at the time of engagement of the complete terms and conditions of the engagement, including, but not limited to- studio, location,

estimated hours. The Producer shall furnish the Parents with a script, plus all revisions, prior to shooting.

b) The Corporation is required to provide 36 hours notice to the Parent responsible for the Minor in the case of night shoots (i.e. Between 7.00 p.m. and 6.00 a.m.). In the event that less than 36 hours notice is provided, such notice shall be provided to the Minor's Parent and the Guild.

#### D604 WORK DAY AND REST PERIODS

a) The work day shall not exceed 8 consecutive hours per day excluding meal periods.

b) Notwithstanding the above, minors aged twelve (12) to fifteen (15) may work a maximum of two (2) hours overtime in a day.

c) Where the Corporation is providing transportation, provision must be made for Minors to leave the studio within 30 minutes of the end of the Minors' work day wherever possible.

d) The Corporation shall ensure that transportation home is provided for any Minor who completes a work session after dark

#### D605 PRESENCE OF PARENT

a) A Parent of a Minor has the right to be present at all times when a Minor is working, if the space can accommodate the Parent, and provided that the Parent is not disruptive.

b) The Parent shall advise the Corporation if and when he or she cannot be present. When the Parent is not present, a responsible Chaperon (not less than 18 years of age) must be appointed by the parent to assume full supervision of the Minor for the duration of the engagement.

c) The Parent or Guardian shall not interfere with the Production unless interference is required to ensure the Minor's safety.

D606 DANGEROUS WORK: No Minor shall be required to work in a situation that places him or her 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 Corporation and the Parent agree 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 Corporation 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 or therapist being present in the studio.

- D607 MINOR'S CO-ORDINATOR: When Minors are engaged, one individual will be designated by the Corporation to co-ordinate all matters relating to the welfare and comfort of such Minors. The Minors' Parents will be notified of the name of such individual designated as Co-ordinator, who shall, in the event that six (6) or more minors are engaged, have as his or her primary responsibility the welfare and comfort of the Minors.
- D608 TIME OF CALLS: Auditions, interviews, individual voice tests, etc. For Minors will be after school hours whenever possible. Calls for actual production will not be so limited. However, Minors will not be required to work beyond 23h00 without the consent of the Parent.
- D609 FOOD: The Corporation recognizes the special nutritional requirements of Minors. To that end, the Corporation will provide Minors with access to a selection of milk, juices and healthy snacks. All Minors will be fed meals in the event a day production extends into the evening.
- D610 ONEROUS CONDITIONS: The Corporation agrees that Minors shall not be called upon to work under onerous conditions.
- D611 NOTICE TO ACTRA: One (1) week prior to first day of production, the Corporation shall endeavour to notify ACTRA of any program which will involve the use of any Minors.
- D612 TRUST ACCOUNT ACTRA will notify the CBC and the Minor's parent or guardian when a Minor's total lifetime remuneration reaches \$5,000.00. On subsequent engagements of the minor by the CBC, 25% of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the CBC 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. In the event that the parent and guardian has set up a trust fund where such fund will take the place of this requirement, the CBC will be advised of that fact by ACTRA.

## ARTICLE D7

### WORKING CONDITIONS

- D701 WORKING ENVIRONMENT: The Corporation will continue to make adequate provisions for the safety and comfort of performers during their engagement and, without restricting the generality of the foregoing, shall provide in or adjacent to all studios and rehearsal halls drinking water and washroom facilities.

## SECTION E - RATES

### ARTICLE E1

#### MINIMUM RATES FOR PERFORMERS - CBC ENGAGEMENTS

E101 a) The provisions of this article will apply to any performer engaged directly by the CBC whose engagement does not fall under the terms and conditions of Article E2 (MINIMUM RATES FOR PERFORMERS - REMOTE PICKUPS).

b) Rates paid to performers engaged under this article will be based on hours worked, with such hours to be contracted in advance.

c) Performers contracted and paid separately for each program or program episode on which they perform, with a two (2) hour minimum call.

d) Contracted hours for a program or program episode may be split over more than one (1) day on the understanding that the performer will be paid at least two (2) hours at the appropriate additional work time rate for any additional day worked.

e) Payment to performers shall be as per Salary Schedule 1 as follows:

(i) Grid 1 - Principal Performer / 1 Singer / 2 Singers

(ii) Grid 2 - 3 Singers

(iii) Grid 3 - Actor / 4 Singers

(iv) Grid 4 - 5 to 8 Singers

(v) Grid 5 - 9 or more Singers

E102 VARIETY PRINCIPAL: One hundred and seventy-five percent (175%) of the principal rate including the performance fee and the additional work time rate.

E103 VOCAL COACH: When the Corporation engages an ACTRA Performers Guild member to coach a chorus, choir, group of singers, an actor or actors, the person so engaged will be paid the following minimum fee for each such engagement:

a) WHEN A MEMBER OF THE GROUP: An additional fifty percent (50%) of the applicable group fee for all hours worked on the engagement.

b) WHEN NOT A MEMBER OF THE GROUP: One hundred and fifty percent (150%) of the principal rate if not otherwise engaged in the production.

c) COACHING - ACTOR OR ACTORS: Fifty percent (50%) of the applicable principal work time rate with a minimum four (4) hours.

E104 PERFORMANCE SCRIPT DEVELOPMENT WORKSHOP:

Performance Fee- **\$103.00** (includes two [2] hours of work time)

Each additional hour or part thereof - **\$34.28**

E105 WARM-UPS AND AFTER-SHOWS:

a) Persons performing warm-ups or after-shows who are also engaged to appear in the program shall be paid the following fee in addition to the regular rate for the program: \$ 63.75 Per hour or thereof .

b) Persons performing a warm-up or after-show who do not also appear in the program shall receive the following fee: **\$116.21** per program.

E106 STUDIO AUDIENCE:

Performing with an audience shall carry the following extra fee for each performance:

Performers and soloists: **\$30.02**

Group singers: **\$18.21**

E107 ADJUDICATIONS:

When a member is engaged as an adjudicator for the purpose of judging performers or material, the following rate shall apply:

a) An adjudicator engaged to judge material which is broadcast shall be paid the principal performer rate.

b) An adjudicator engaged to judge material which is not broadcast shall be paid:

(i) Minimum two (2) hours - **\$121.01**

(ii) Each subsequent hour or part thereof - **\$39.95**

E108 a) Themes and program billboards for radio programs broadcast as a series may be recorded and broadcast upon payment to the performers taking part in such recordings in accordance with the following conditions: in a one (1) hour session, there may be recorded not more than three (3) minutes of theme, and the fee shall be:

(i) Single performer - \$120.01

(ii) Group - \$60.19

b) Such themes and program billboards may be used in any or all of the programs of an entire broadcast series of forty (40) weeks for which it was produced.

## **ARTICLE E2**

### **MINIMUM RATES FOR PERFORMERS - REMOTE PICKUPS**

E201 The provisions of this article will apply when an event being broadcast would take place without CBC involvement, and the fact of the CBC broadcast does not impact on the event taking place. For purposes of this article, "CBC involvement" is defined as investment or direct contributions in terms of cash or facilities. In such a case, the terms and conditions of this article will apply. For all other productions, payment will be made as per the terms and conditions of Article E1 ("MINIMUM RATES FOR PERFORMERS - CBC ENGAGEMENTS").

E202 There shall not be, without the consent of the performers concerned, any pick-ups by any means of performers while performing in any theatre, night-club, circus, hotel, studio or location for the making of motion pictures, and other places where performances are taking place.

E203 In the event of such consent, payment to performers (other than to performers in an Opera) shall be as per Rate Schedule 2 ("REMOTE RATES - NON-OPERA") as follows:

a) Grid 1 - Principal Performer / 1 Singer / 2 Singers

b) Grid 2 - 3 Singers

c) Grid 3 - Actor / 4 Singers

d) Grid 4 - 5 to 8 Singers

e) Grid 5 - 9 or more Singers

f) Grid 6 - 20 or more singers performing for 120 minutes or more.

E204 The parties agree that payment under this article will be determined by the length of the performance of the complete work.

E205 Performances that the Corporation records of ninety (90) minutes and longer shall include intermission; performances of less than ninety (90) minutes shall not include intermission.

Intermissions occurring prior to or following the performance shall in no case be counted toward the length of the performance.

E206 The provisions of Article D5 ("Doubling") and Article D2 ("General Conditions of Engagement") will not apply to engagements under this Article.

E207 The Corporation may record two (2) performances of an identical concert and select the best recorded segments from each to comprise a broadcast performance.

E208 a) Notwithstanding the above, pick-ups of two (2) minutes or less in length (five [5] minutes in length or one song [whichever is shorter] for music) may be used in news or magazine programs without payment to performers provided that the consent of the performers has been secured and ACTRA has been informed. Further, there shall be no more than one (1) such pick-up per production nor more than three (3) such pick-ups in any thirty (30) minute period. Further, each performer featured in such pick-up shall receive an audio credit.

b) Solo singers who are pre-contracted by a Canadian Symphony Orchestra and whose contract provides both for public performance and broadcast, where the rate for broadcast is not less than this Agreement shall not be required to be contracted by the Corporation.

E209 Unless otherwise indicated, the above provisions shall apply to all engagements under this article, including Opera. Provisions relating specifically to Opera are included as Appendix "NEW" (OPERA).

E210 In the case of engagements under Article E2, any member of a group of singers who sings thirty-two (32)-bars or more as a soloist in the course of the engagement will be engaged and paid as a Soloist (Rate Schedule 2 - Grid 1). Any singer so engaged will still be counted in determining the number of singers in the group.

### ARTICLE E3

#### PUBLICITY AND PROMOS

E301 Performers taking part in live or recorded promos used as spots for programs shall be paid for their participation in the promos at the rate of \$70.17 Including two (2) hours rehearsal.

Additional rehearsals at regular rehearsal rates. When a performer is specifically called to take part in publicity stills for program promos, such calls shall be subject to the minimum rehearsal call at the performer's appropriate rehearsal rate, including make-up and costume



changes. Other publicity stills may be made, subject to minimum payment for one (1) hour at the rehearsal rate.

## ARTICLE E4

### OPTIONS FOR PREPAID USE

E401 The provisions of this article shall apply to any engagement under Article E1 ("MINIMUM RATES FOR PERFORMERS - CBC ENGAGEMENTS") or Article E2 ("MINIMUM RATES FOR PERFORMERS - REMOTE PICKUPS").

#### E402 PREPAYMENT OPTIONS - BASIC WINDOWS

a) Upon prepayment of an additional an additional twenty-five percent (25%) of the base fee, the Corporation shall acquire the rights to one (1) additional CBC broadcast window.

b) Upon prepayment of an additional an additional fifty percent (50%) of the base fee, the Corporation shall acquire the rights to two (2) additional CBC broadcast windows.

c) The Corporation retains the right to utilize the additional CBC broadcast windows selected for a period of five (5) years from the date of the original broadcast, or for a period of five (5) years from the date six (6) months after the last day of production.(whichever is earlier). After five (5) years, repeat fees as detailed in article F1 shall be payable for any additional windows used.

#### E403 PREPAYMENT OPTIONS - EXTENDED WINDOWS

a) Upon prepayment of an additional an additional seventy-five percent (75%) of the base fee, the Corporation shall acquire the rights to one (1) continuous year of unlimited use (on CBC Radio services only).

b) Upon prepayment of an additional an additional one hundred percent (100%) of the base fee, the Corporation shall acquire the rights to three (3) continuous years of unlimited use (on CBC Radio services only).

c) Upon prepayment of an additional an additional one hundred and fifty percent (150%) of the base fee, the Corporation shall acquire the rights to five (5) continuous years of unlimited use (on CBC Radio services only).

d) Upon prepayment of an additional an additional two hundred percent (200%) of the base fee, the Corporation shall acquire the rights to seven (7) continuous years of unlimited use (on CBC Radio services only).

e) Each extended window will commence with the first broadcast of the program or program insert, or six months after the last day of production, whichever is earlier.

f) Each extended window will provide CBC Radio with use of a contracted program or program insert in its entirety by CBC Radio on any of its English and/or French language stations, networks and affiliated stations (however distributed) as a basic signal destined for Canada only within the designated period. Notwithstanding the above, the Corporation shall retain the right to broadcast such program or program insert in two or more parts, without additional editing, within the designated period.

E404 The following will apply to any prepayment option exercised under this article:

- a) Prepayment options must be selected and paid for at time of contracting.
- b) Prepayment options are not renewable.
- c) Prepayment options can only be exercised with permission of performer.
- d) Performers retain the right to negotiate terms and conditions in excess of these provisions.

## **ARTICLE E5**

### **BROADCAST RECORDINGS**

E501 The Corporation may make a broadcast recording upon payment of double the minimum rates set out in Article E1 or E2. However, it is understood and agreed that the use of such broadcast recording for sale to the public through outside channels will require separate negotiation with the performers involved before such recording is issued.

E502 It is further agreed that the Corporation shall have the right following a broadcast to treat the recording of any program as a broadcast recording. For Radio Canada International use, an additional one hundred percent (100%) of the broadcast fees for the original program shall be paid. For use by the domestic service, as well as Radio Canada International, an additional two hundred percent (200%) of the broadcast fees for the original program shall be paid.

E503 In the case of spoken word program material, the unrestricted use shall not include domestic repeats which shall continue to require payment according to Article F101.

## **ARTICLE E6**

### **DISCOUNTS**

NOTE: Effective August 1, 1989, Local and Regional Discounts are discontinued.

E601 The original fees may be subject to frequency discounts and multiple performance discounts as set forth below. In no case shall the total discount exceed forty percent (40%) of the minimum rates provided in this Agreement.

E602 FREQUENCY DISCOUNTS: The minimum fee may be discounted as follows:

a) When a performer is guaranteed not less than thirteen (13) engagements in a period of not more than thirteen (13) calendar weeks by written contract - 5%

b) When a performer is guaranteed not less than twenty-six (26) engagements in a period of not more than twenty-six (26) calendar weeks by written contract - 10%

c) When a performer is guaranteed not less than thirty-nine (39) engagements in a period of not more than thirty-nine (39) calendar weeks by written contract - 15%

d) When a performer is guaranteed not less than fifty-two (52) engagements in a period of not more than fifty-two (52) calendar weeks by written contract - 20%

E603 MULTIPLE PERFORMANCE DISCOUNTS: The original fees paid to performers contracted to appear on the same program more frequently than once per week shall be subject to multiple performance discounts as follows:

a) Two (2) or three (3) occasions per week - 5%

b) Four (4) or five (5) occasions per week - 10%

c) Six (6) or seven (7) occasions per week - 15%

d) Eight (8) or more occasions per week - 20%

E604 MAXIMUM DISCOUNTS: It is agreed that in no case shall the total discount exceed forty percent (40%).

E605 In the event that a frequency discount has been applied and the program is cancelled, the fee paid to the performer will be adjusted to the appropriate scale rate for the work performed.

## ARTICLE E7

### INSURANCE AND RETIREMENT PLAN CONTRIBUTION

E701 INSURANCE: The Corporation shall contribute an amount equal to **four percent (4%)** of the gross fee of each performer who is a member of ACTRA for insurance purposes. Insurance payments will not be paid on behalf of deceased persons.

E702 RETIREMENT: The Corporation shall contribute an amount equal to six percent (6%) of the gross fees of each performer who is a member of ACTRA for retirement benefits.

E703 The Corporation shall deduct from the gross fees earned by each performer, member and non-member, an amount equal to three percent (3%) of such gross fees for retirement purposes.

E704 NON-MEMBERS: The Corporation shall pay to ACTRA Fraternal Benefit Society an amount equal to ten percent (10%) of the gross fees of each performer who is not a member of ACTRA, including those designated as temporary members and probationary members, for disposition in such manner and for such purposes as may be determined in the absolute discretion of ACTRA Fraternal Benefit Society.

E705 All deductions, contributions and payments as required under this Article shall be payable by cheque to the ACTRA Fraternal Benefit Society and mailed to the Head Office of the Society. Such amounts shall be payable monthly, on or before the fifteenth (15th) of the month following the earning of such fees.

E706 For the purposes of this Article, "gross fee" means for services and time provided to the Corporation, but exclusive of moneys paid to a performer by the Corporation for expenses, such as a per diem allowance or travel receipts, as agreed upon. In the event that payment is not forthcoming as required, the CBC shall pay a late payment charge as per the provisions of Article C702.

**E707 – Equalization payments and Deductions**

- a) In order to equalize the payments and deductions in respect of ACTRA members and non-members, the CBC 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).
- 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.

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.

NOTE: ALSO SEE ARTICLE A309 (“ADMINISTRATION FEE”)

## SECTION F - RE-USE

### ARTICLE F1

#### RE-USE OF PROGRAMS

F101

a) The fees herein contained are payable upon the rebroadcast of a program on the CBC following the expiry of broadcast rights obtained upon payment under Article E1 ("MINIMUM RATES FOR PERFORMERS - CBC ENGAGEMENTS"), Article E2 ("MINIMUM RATES FOR PERFORMERS - REMOTE PICKUPS"), Article E4 ("OPTIONS FOR PREPAID USE") and/or Article F102 ("MULTIPLE PROGRAM RE-USE")

b) Payment of a single re-use fee contained herein will entitle the Corporation to one (1) CBC Broadcast Window.

c) (i) The first and second CBC Broadcast Window obtained following the expiry of rights stipulated in Article F101 (a) will be payable at the rate of fifty percent (50%) of base fees per CBC Broadcast Window.

(ii) The third and fourth CBC Broadcast Window obtained following the expiry of rights stipulated in Article F101 (a) will be payable at the rate of forty percent (40%) of base fees per CBC Broadcast Window.

(iii) The fifth and subsequent CBC Broadcast Window obtained following the expiry of rights stipulated in Article F101 (a) will be payable at the rate of thirty percent (30%) of base fees per CBC Broadcast Window.

d) When a network program is re-used on a single station, or when there is network use of a program previously used on a single station, performers shall receive a step-up payment of fifteen percent (15%) of original contracted fee.

F102 MULTIPLE PROGRAM RE-USE

Notwithstanding the above provisions, the following terms and conditions may apply to the rebroadcast of multiple episodes from the same series:

a) The fees herein contained are payable upon the rebroadcast of a program on the CBC following the expiry of broadcast rights obtained upon payment under Article E1 ("MINIMUM RATES FOR PERFORMERS - CBC ENGAGEMENTS"), Article E2 ("MINIMUM RATES FOR PERFORMERS - REMOTE PICKUPS"), and/or Article E4 ("OPTIONS FOR PREPAID USE").

b) Payment of a single re-use fee contained herein will entitle the Corporation to one (1) CBC Broadcast Window.

c) The provisions of this article may apply when commitment to purchase and re-use programs must be made in advance of the rebroadcast of any of the programs, and payment must be made in advance of the rebroadcast of any of the programs.

d) (i) If the Corporation commits to the rebroadcast of 13 to 25 episodes from a single series, the re-use rate per episode will be 40% for one (1) CBC broadcast window for each episode.

(ii) If the Corporation commits to the rebroadcast of 26 to 38 episodes from a single series, the re-use rate per episode will be 35% for one (1) broadcast window for each episode.

(iii) If the Corporation commits to the rebroadcast of 39 or more episodes from a single series, the re-use rate per episode will be 30% for one (1) broadcast window for each episode.

F103 ALTERNATE SERVICE: A program first broadcast on one (1) service may be re-broadcast on one (1) alternate service upon payment to the performer of a step-up fee provided herein:

a) A program first broadcast on one (1) service may be re-broadcast once on one (1) alternate service upon payment to the performer of a total of ten percent (10%) of the original gross fee.

b) All other re-broadcasts of a program shall be paid in accordance with the re-use payments required in Articles F1 and G3.

F104 Performers may negotiate for replay fees in excess of the amount set out in this Agreement.

F105 Fifteen (15) calendar days after each broadcast, the Corporation will pay to the performer replay fees as outlined in this Agreement. In the event that payment is not forthcoming as required, the CBC shall pay to the Performer a late payment charge as per the provisions of Article C702.

F106 Programs broadcast prior to September 1, 1966 will require approval of the National Executive Director of ACTRA before being re-broadcast. This approval will not be unreasonably withheld.

F107 Payment for excerpt re-use will be as per Article F2 of this Agreement.



F108 Where ever possible, payment for re-use under this Article will be made directly to the performer. Where a particular performer cannot be identified or located after every effort has been made by the Corporation and ACTRA, payment will be made by the Corporation to a fund to be maintained by ACTRA. Such payment will satisfy the Corporation's obligations under this Article."

## **ARTICLE F2**

### **EXCERPTS AND RESTRUCTURED RE-USE**

#### F201 **RESTRUCTURED RE-USE**

A restructured re-use shall be defined as any re-use which is not either:

- a) a straight repeat of the program in its original form (except for necessary minor editing for timing purposes), or
- b) an excerpt as provided in article F203.

In all cases the Corporation shall first secure the written consent of the performers involved. Where the performer is unavailable, permission from the National Executive Director of ACTRA or his/her delegate will be secured, and such permission shall not be unreasonably withheld.

#### F202 Payment for restructured re-use shall be as follows:

a) Where a program is re-used completely in two (2) or more sections or where complete programs are combined together to form a longer program and such division or combination is accomplished with no editing (other than an opening or closing), the Corporation shall pay to the performers involved the regular repeat fees applicable to the original program.

b) Where a program is edited to create a shorter version or where two (2) or more programs are restructured to create a new program(s), the following conditions shall apply:

- (i) Such restructuring shall be limited to programs in the same series.
- (ii) Performers involved in such restructuring shall be paid sixty percent (60%) of their original per program fee.

c) Any new work required for this program restructuring shall be contracted and paid at the current appropriate fee, and shall be in addition to any other payment made to the performer pursuant to this Article.

d) The above fees shall be considered as original fees, and the Corporation shall be entitled to use according to Article C8. Additional uses of the program shall be paid at the appropriate amounts provided in this Agreement.

F203 EXCERPTS OF RECORDINGS: The Corporation may edit recordings for the purpose of scheduling excerpts in the context of news, magazine or documentary-type programs provided that, where ACTRA Performers Guild members are involved, their prior permission or that of ACTRA shall be requisite to such privilege and the following provisions shall apply;

- a) (i) Payment for use of an excerpt of five (5) minutes or less shall be the regular hourly work time rate for the category of engagement times two (2).
- (ii) Payment for use of an excerpt of fifteen (15) minutes or less shall be the regular hourly work time rate for the category of engagement times three (3).
- (iii) Payment for use of an excerpt of thirty (30) minutes or less shall be the regular hourly work time rate for the category of engagement times four (4).
- (iv) All regular provisions of this agreement, including provisions relating to prepayment options, broadcast windows, re-use and further use shall apply to the use of excerpts.

b) Notwithstanding (a), the Corporation may excerpt a program segment of five (5) minutes in length or one song (whichever is shorter) for music, or two (2) minutes in length for spoken word for use in CBC news or magazine programs without payment to the performers involved provided the material is used for the promotion of the performers or because of the newsworthy nature of the performance. There shall be no more than three (3) such excerpts of different programs in any thirty (30) minute period.

F204 NOSTALGIC PROGRAMS: Where, for reasons of nostalgia, a program is predominantly based on excerpts of previously recorded performances, performers shall be paid in accordance with the provisions of Article F203(a). Performers shall be paid the foregoing fee for each excerpt in which they appear. Use of the program shall be as per the terms and conditions of this agreement. In the case of nostalgic programs, the Corporation shall make every reasonable effort (including contacting the local ACTRA Performers Guild office) to secure the permission of the performer or performers concerned prior to the use of an excerpt of a program. Upon request of ACTRA, the Corporation will supply verification of its effort to contact a performer.

F205 An excerpt from a recording involving an ACTRA Performers Guild member five (5) minutes in length or one song (whichever is shorter) for music, or two minutes in length for spoken word may be broadcast for promotional purposes for the broadcast without payment to the performer.

## ARTICLE F3

### RADIO CANADA INTERNATIONAL

- F301 ACTRA recognizes the desirability of making Canadian artistic achievements more widely known throughout the world and, toward this end, co-operates with the Corporation in the following manner. When an ACTRA Performers Guild member is engaged by Radio Canada International to perform in a language other than French, the terms and conditions of this Agreement shall apply.
- F302 Such broadcast must not be sponsored or associated with any commercial enterprise, and Radio Canada International or the Corporation must receive no payment, direct or indirect, for such broadcast use.
- F303 SHORT-WAVE BROADCASTING (RADIO CANADA INTERNATIONAL): Whenever Radio Canada International produces a program on short-wave, either live or by means of a recording, the same terms and conditions as for programs produced by the Corporation found elsewhere in this Agreement shall apply.
- F304 CORPORATION ORIGINATION: Any domestic service program produced by the Corporation may be broadcast once to each target area over the short-wave facilities of Radio Canada International, either simultaneously or delayed by means of recording, but not later than two (2) years after the date of the live broadcast or the advance recording, as the case may be, without additional fee.
- F305 FOREIGN DISTRIBUTION OF CORPORATION
- Domestic Services Programs (Relays): Radio Canada International may make a recording of a Corporation domestic service program. This recording may be shipped to Radio Canada International target areas outside of Canada and may be made available for re-broadcasting in such target areas.
- a) This broadcast shall take place within five (5) years from the date of first release by RCI, which date shall be no later than two (2) years from first broadcast of the program in Canada.
- b) Radio Canada International shall pay the performer for such relays fifteen percent (15%) of the original performing fee paid in respect of the original broadcast of the programs, excluding transportation and travel expenses.
- c) Notwithstanding the foregoing, any such program that is distributed to either of the United Kingdom or the United States and is concurrently or subsequently distributed to the other of these two countries shall call for an additional payment to such performer of fifteen percent (15%) of such amount calculated as aforesaid.

## SECTION G - FURTHER USE

### ARTICLE G1

#### ROYALTY FOR FURTHER USE

G101 This Article will apply to all uses of CBC programming other than use of a program by CBC Radio on any of its English and/or French language stations, networks and/or affiliated stations (however distributed)

G102 The provisions of this Article shall apply to all programs contracted during the term of this Agreement, or to programs contracted prior to the term of this Agreement where written approval of the performer(s) has first been obtained by the Corporation.

G103 DEFINITIONS: For the purposes of this Agreement, the following definitions shall apply

- a) (i) Audio compact devices for sale or rent to the public. An audio compact device is any audio device or other similar device containing a program (recorded on disc, tape or other material) and designed for replay on a personal playback system, including CD-ROMs.
- (ii) Sale or licensing for transmission by satellite (outside Canada).
- (iii) Commercial carrier use - exhibition of programs on any commercial carrier such as, but not limited to, airlines, trains, ships and buses (i.e. "in-flight").
- (iv) Any other distribution which provides any form of subscriber fee, on the understanding that revenue generated by those who distribute the basic CBC signal is not subject to this article
- (v) Distribution in any market domestic or foreign including non-broadcast use and use over the internet.

b) Cable: shall mean the exhibition of programs on a home-type playback system by means of transmission by a CATV system where subscribers qualify for programming by payment of a general charge.

c) Pay Cable: shall mean the exhibition of programs on a home-type playback system by means of cable, closed circuit or any other form of distribution requiring that the audience pay to receive such program. Such payment may be in the form of (i) a separate payment for each program; (ii) a payment to receive one or more special channels which shall be in addition to the regular cable subscription fee.

d) Free Radio: Exhibition of radio programs by means of broadcast for which the listening audience makes no payment.

e) Broadcast Use - Foreign and Domestic Non-CBC: Where a program is subsequently sold or distributed for broadcast, including educational broadcast, in a country other than Canada, or for broadcast within Canada other than CBC broadcast, the Performer may be paid according to this Article, except that upon payment of basic fees as per Article E1 or Article E2, the Corporation shall be entitled to release a broadcast once throughout the world (excluding Canada and the United States) on Public, Non- Commercial radio stations and/or networks without payment to performers. Such release shall require the permission of performers. In the event the Corporation receives any revenue for such release, the provisions of Article G107 shall apply. This provision will apply to music only.

G104 DISTRIBUTOR'S GROSS REVENUES shall mean the absolute gross income, earned or derived by all distributors of a program anywhere in the world. This shall apply whether the Corporation acts as its own distributor or engages any other agency, company or individual to distribute the program. This shall include the total amount paid by all purchasers or licensees for use of the program but shall not include the income generated by the use of the program by the purchaser or licensee. In addition, the gross revenues shall not include:

(i) sums realized or held by way of deposit as security, until and unless earned, other than such sums as are non-returnable;

(ii) rebates, credits or repayments for cassettes returned (and in this connection, the producer shall have the right to set up a reasonable reserve for returns);

(iii) sums required to be paid or withheld as taxes in the nature of sales taxes or similar taxes based on actual receipts of such programs or on any moneys to be remitted to or by the producer or such other distributor. There shall not be excluded from the distributor's gross revenues any net income tax, franchise tax or excess profit tax or similar tax payable by the producer or such other distributor on its net income or for the privilege of doing business;

(iv) frozen foreign currency until the producer shall either have the right to freely use such foreign currency, or producer or distributor has the right to transmit to Canada to producer or distributor such foreign currency from the country or territory where it is frozen.

G105 In the event the Corporation wishes to apply these provisions to previously produced program material, the permission of performers engaged in residual categories will be a prerequisite. The Corporation agrees to advise ACTRA that the Corporation is approaching individual performers in this regard.

G106 RE-EDITING OF PROGRAMS: The Corporation shall have the right to re-edit a specific program or series for purposes of distribution. The Corporation shall advise ACTRA in writing of the planned editing. In addition, the prior permission of the lead characters in a drama or drama series and the host(s) or other principal performer(s) in a variety

or general program or series must be obtained prior to the editing. Such permission shall be obtained through ACTRA Notwithstanding the above, the provisions of Articles G202 and F205 shall apply to this Article.

G107 PAYMENT: Ten percent (10%) of the distributor's gross revenues generated by the distribution of a program in any of the markets outlined above shall be paid to the ACTRA Performers' Rights Society in trust for the performers who worked in residual categories. This amount shall be distributed to performers on the following basis:

a) Units will be assigned to performers as follows: One (1) unit shall be defined as the minimum fee payable to the lowest rated residual category for one day of work or for the appropriate program length, whichever is applicable.

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

It is agreed that the division of units to performers provided in this Article may be changed by mutual agreement of the parties should the system provided herein prove unworkable.

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

c) Spoken-word Audio Compact Devices: When spoken-word radio programming (e.g. drama, variety, documentary) is released in retail markets in audio compact devices form, as defined in A2501 (a) (i), the performer or performers shall be paid ten percent (10%) of the absolute gross sales revenue received by the Corporation during the term the Corporation holds the rights to distribute the program.

d) Cable Radio / Satellite Radio In the case of such distribution, the royalty payable will be ten percent (10%) of gross distributor's receipts. Such royalty will be paid directly into the ACTRA Performers' Rights fund. Cable/satellite radio sales and revenues will be reported to ACTRA on a quarterly basis.

G108 FAIR MARKET VALUE. When a program is bartered, exchanged or otherwise distributed for no licence fee or a token amount, the performer(s) shall receive ten percent (10%) of total original fees for unlimited use within a twelve month period.

G109 PAYMENT

The Corporation shall make quarterly payments to the ACTRA Performers' Rights Society to be held in trust for the performers, based upon all income received in the previous quarter. Payment shall be made no later than thirty (30) days after the quarter following receipt.

The Corporation shall include a complete list of all sales together with the gross sales price.

It is understood that sales price information will be strictly confidential between the Corporation, the performer and officers of ACTRA, and this information is not to be released to any other party in any way.

G110 The Corporation shall provide all performer earnings information necessary to permit the ACTRA Performers' Rights Society to properly distribute the royalty payments to performers.

G111 RIGHT TO AUDIT: The Corporation agrees that the ACTRA Performers' Rights Society shall have complete access to and be entitled to audit all books, records, accounts, receipts, disbursements and other relevant documents related to a program or series.

G112 ADMINISTRATION FEE: In recognition of the services provided by the ACTRA Performers' Rights Society, the Corporation shall pay an administration fee of one percent (1%) of the total royalty paid each quarter to the ACTRA Performers' Rights Society.

G113 ACTRA PERFORMERS' RIGHTS SOCIETY

The ACTRA Performers' Rights Society is a legally incorporated entity established by ACTRA for the purpose of the collection and distribution of residual, royalty and other fees due to performers working in ACTRA Performers Guild jurisdiction.

ACTRA acknowledges that payment to the Society by the Corporation of royalties due to performers under this Article or payment to the Society of concomitant insurance and retirement contributions shall fulfil the Corporation's responsibilities to the individual performers and the ACTRA Fraternal Benefit Society. The Society will hold in trust for performers and for the ACTRA Fraternal Benefit Society all funds remitted by the Corporation to the Society.

## ARTICLE G2

### EDUCATIONAL AND NON-BROADCAST USE

G201 NON-BROADCAST USE: The following conditions shall cover release of programs for non-broadcast use.

a) The Corporation shall apply twenty percent (20%) of the contracted fee or network fee.

b) In the event that the Corporation applies the twenty percent (20%) noted above, the Corporation will be entitled to release such program for non-broadcast purposes for a period of five (5) years.

c) It is agreed that the Corporation has the right to re-edit the program in question to the applicable length required.

d) Any release described in (a) above, shall prohibit the following uses:

(i) the exhibition of the program or part thereof to a paying audience;

(ii) the broadcast of that program on free radio or the use of that program in any market covered by Article G1.

G202 RELEASE OF RECORDINGS: The Corporation may release, for non-broadcast use, by loan or otherwise, any recording of a program involving ACTRA Performers Guild members to any accredited, non-profit making ethnic, religious, cultural or educational organization or institution, provided that the responsible officer of the said organization or institution signs the Corporation Standard Release Form.

G203 RECORDING LABELS: The Corporation undertakes that recordings of broadcasts be so labelled as to ensure that affiliated stations to which such recording is made available will abide by the limitations for the use of such recordings provided in this Agreement.

### ARTICLE G3

#### FESTIVALS AND COMPETITIONS

G301 The Corporation may enter its programs in festivals and competitions and authorize all uses ancillary and incidental thereto without additional payment. However, if as a result the programs are broadcast, residual fees shall be paid in accordance with the appropriate article.



CANADIAN BROADCASTING CORPORATION

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ROBERT RABINOVICH

President

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ALEX FRAME

Vice-President, English Radio Networks

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GEORGE C.B. SMITH

Senior Vice-President, Human Resources

---

FREEMAN KEATS

Executive Director, Finance

---

CATHERINE SPRAGUE

Senior Director, Human Resources

---

IAN HENRY

Director, Corporate Industrial & Talent Relations

---

ROBERT THISTLE

Senior Consultant, Industrial and Employee Relations

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LORETTA HENSEL

Senior Manager, Radio Programming Production Services

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LIZ JENNER

Director, CBC Business Affairs

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SHARON GRYFE

Contracts Manager, CBC Business Affairs

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NORM SMITH

Project Manager, CBC Finance and Administration

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KAY SOARES

Production Executive, CBC Network Television

---

DEE GILCHRIST

Production Executive, CBC Network Television

ACTRA

---

THOR BISHOPRIK

National President

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STEPHEN WADDELL

National Executive Director

## SECTION H - APPENDICES

Rate Schedule 1	CBC Engaged Rates
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## RATE SCHEDULE 1 -- CBC ENGAGED RATES

### GRID 1 - Principal Performer / 1 Singer / 2 Singers

	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
CALL	100%	125%	150%	175%	200%	250%	300%
1	\$182.07	\$227.59	\$273.11	\$318.62	\$364.14	\$455.18	\$546.21
2	\$182.07	\$227.59	\$273.11	\$318.62	\$364.14	\$455.18	\$546.21
3	\$208.60	\$260.75	\$312.90	\$365.05	\$417.20	\$521.50	\$625.80
4	\$235.13	\$293.91	\$352.70	\$411.48	\$470.26	\$587.83	\$705.39
5	\$261.66	\$327.08	\$392.49	\$457.91	\$523.32	\$654.15	\$784.98
6	\$288.19	\$360.24	\$432.29	\$504.33	\$576.38	\$720.48	\$864.57
7	\$314.72	\$393.40	\$472.08	\$550.76	\$629.44	\$786.80	\$944.16
8	\$341.25	\$426.56	\$511.88	\$597.19	\$682.50	\$853.13	\$1,023.75

Additional Work Time Rate - \$26.53 per hour

### GRID 2 - 3 Singers

	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
CALL	100%	125%	150%	175%	200%	250%	300%
1	\$154.76	\$193.45	\$232.14	\$270.83	\$309.52	\$386.90	\$464.28
2	\$154.76	\$193.45	\$232.14	\$270.83	\$309.52	\$386.90	\$464.28
3	\$177.31	\$221.64	\$265.97	\$310.29	\$354.62	\$443.28	\$531.93
4	\$199.86	\$249.83	\$299.79	\$349.76	\$399.72	\$499.65	\$599.58
5	\$222.41	\$278.01	\$333.62	\$389.22	\$444.82	\$556.03	\$667.23
6	\$244.96	\$306.20	\$367.44	\$428.68	\$489.92	\$612.41	\$734.89
7	\$267.51	\$334.39	\$401.27	\$468.15	\$535.03	\$668.78	\$802.54
8	\$290.06	\$362.58	\$435.10	\$507.61	\$580.13	\$725.16	\$870.19

Additional Work Time Rate - \$22.55 per hour

### GRID 3 - Actor / 4 Singers

	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
CALL	100%	125%	150%	175%	200%	250%	300%
1	\$142.38	\$177.97	\$213.57	\$249.16	\$284.76	\$355.95	\$427.14
2	\$142.38	\$177.97	\$213.57	\$249.16	\$284.76	\$355.95	\$427.14
3	\$163.13	\$203.91	\$244.69	\$285.47	\$326.25	\$407.81	\$489.38
4	\$183.87	\$229.84	\$275.81	\$321.78	\$367.74	\$459.68	\$551.62
5	\$204.62	\$255.77	\$306.93	\$358.08	\$409.24	\$511.55	\$613.86
6	\$225.37	\$281.71	\$338.05	\$394.39	\$450.73	\$563.41	\$676.10
7	\$246.11	\$307.64	\$369.17	\$430.70	\$492.22	\$615.28	\$738.34
8	\$266.86	\$333.57	\$400.29	\$467.00	\$533.72	\$667.15	\$800.58

Additional Work Time Rate - \$20.75 per hour

RATE SCHEDULE 1 -- CBC ENGAGED RATES ... Cont'd

GRID 4 - 5 to 8 Singers

	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
CALL	100%	125%	150%	175%	200%	250%	300%
1	\$125.29	\$156.62	\$187.94	\$219.26	\$250.59	\$313.23	\$375.88
2	\$125.29	\$156.62	\$187.94	\$219.26	\$250.59	\$313.23	\$375.88
3	\$143.55	\$179.44	\$215.33	\$251.21	\$287.10	\$358.88	\$430.65
4	\$161.81	\$202.26	\$242.71	\$283.16	\$323.61	\$404.52	\$485.42
5	\$180.06	\$225.08	\$270.10	\$315.11	\$360.13	\$450.16	\$540.19
6	\$198.32	\$247.90	\$297.48	\$347.06	\$396.64	\$495.80	\$594.96
7	\$216.58	\$270.72	\$324.87	\$379.01	\$433.16	\$541.45	\$649.74
8	\$234.84	\$293.54	\$352.25	\$410.96	\$469.67	\$587.09	\$704.51

Additional Work Time Rate - \$18.26 per hour

GRID 5 -9 or more Singers

	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
CALL	100%	125%	150%	175%	200%	250%	300%
1	\$110.26	\$137.82	\$165.39	\$192.95	\$220.52	\$275.65	\$330.77
2	\$110.26	\$137.82	\$165.39	\$192.95	\$220.52	\$275.65	\$330.77
3	\$126.32	\$157.91	\$189.49	\$221.07	\$252.65	\$315.81	\$378.97
4	\$142.39	\$177.99	\$213.59	\$249.18	\$284.78	\$355.98	\$427.17
5	\$158.46	\$198.07	\$237.68	\$277.30	\$316.91	\$396.14	\$475.37
6	\$174.52	\$218.15	\$261.78	\$305.41	\$349.05	\$436.31	\$523.57
7	\$190.59	\$238.24	\$285.88	\$333.53	\$381.18	\$476.47	\$571.77
8	\$206.66	\$258.32	\$309.98	\$361.65	\$413.31	\$516.64	\$619.97

Additional Work Time Rate - \$16.07 per hour

## RATE SCHEDULE 2 – REMOTE RATES (NON-OPERA)

### GRID 1 - Principal Performer / 1 Singer / 2 Singers

Performance Length	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
	100%	125%	150%	175%	200%	250%	300%
30	\$140.08	\$175.10	\$210.12	\$245.14	\$280.16	\$350.20	\$420.24
45	\$200.02	\$250.02	\$300.03	\$350.03	\$400.03	\$500.04	\$600.05
60	\$260.05	\$325.06	\$390.07	\$455.08	\$520.10	\$650.12	\$780.14
75	\$300.00	\$375.00	\$450.00	\$525.00	\$600.00	\$750.00	\$900.00
90	\$339.95	\$424.94	\$509.93	\$594.91	\$679.90	\$849.88	\$1,019.85
120	\$419.85	\$524.82	\$629.78	\$734.74	\$839.71	\$1,049.63	\$1,259.56
135	\$459.80	\$574.76	\$689.71	\$804.66	\$919.61	\$1,149.51	\$1,379.41
180+	\$579.66	\$724.57	\$869.49	\$1,014.40	\$1,159.32	\$1,449.15	\$1,738.98

### GRID 2 - 3 Singers

Performance Length	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
	100%	125%	150%	175%	200%	250%	300%
30	\$127.97	\$159.96	\$191.95	\$223.95	\$255.94	\$319.92	\$383.91
45	\$152.18	\$190.22	\$228.27	\$266.31	\$304.36	\$380.45	\$456.54
60	\$176.16	\$220.20	\$264.24	\$308.28	\$352.32	\$440.40	\$528.48
75	\$216.11	\$270.14	\$324.17	\$378.20	\$432.22	\$540.28	\$648.34
90	\$256.06	\$320.08	\$384.09	\$448.11	\$512.13	\$640.16	\$768.19
120	\$335.97	\$419.96	\$503.95	\$587.94	\$671.93	\$839.91	\$1,007.90
135	\$375.92	\$469.90	\$563.88	\$657.86	\$751.83	\$939.79	\$1,127.75
180+	\$495.77	\$619.71	\$743.66	\$867.60	\$991.54	\$1,239.43	\$1,487.31

### GRID 3 - 5 to 8 Singers

Performance Length	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
	100%	125%	150%	175%	200%	250%	300%
30	\$123.96	\$154.95	\$185.95	\$216.94	\$247.93	\$309.91	\$371.89
45	\$147.94	\$184.93	\$221.92	\$258.90	\$295.89	\$369.86	\$443.83
60	\$171.82	\$214.78	\$257.73	\$300.69	\$343.64	\$429.56	\$515.47
75	\$211.77	\$264.72	\$317.66	\$370.60	\$423.55	\$529.43	\$635.32
90	\$251.72	\$314.66	\$377.59	\$440.52	\$503.45	\$629.31	\$755.17
120	\$331.63	\$414.53	\$497.44	\$580.35	\$663.26	\$829.07	\$994.88
135	\$371.58	\$464.47	\$557.37	\$650.26	\$743.16	\$928.95	\$1,114.74
180+	\$491.43	\$614.29	\$737.15	\$860.01	\$982.87	\$1,228.58	\$1,474.30



RATE SCHEDULE 2 -- REMOTE RATES (NON-OPERA) ... Cont'd

GRID 4 - 5 to 8 Singers

Performance Length	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
	100%	125%	150%	175%	200%	250%	300%
30	\$108.15	\$135.19	\$162.22	\$189.26	\$216.30	\$270.37	\$324.45
45	\$130.10	\$162.63	\$195.15	\$227.68	\$260.20	\$325.26	\$390.31
60	\$152.02	\$190.03	\$228.03	\$266.04	\$304.05	\$380.06	\$456.07
75	\$191.97	\$239.97	\$287.96	\$335.96	\$383.95	\$479.94	\$575.92
90	\$231.93	\$289.91	\$347.89	\$405.87	\$463.85	\$579.81	\$695.78
120	\$311.83	\$389.79	\$467.74	\$545.70	\$623.66	\$779.57	\$935.49
135	\$351.78	\$439.73	\$527.67	\$615.62	\$703.56	\$879.45	\$1,055.34
180+	\$471.63	\$589.54	\$707.45	\$825.36	\$943.27	\$1,179.09	\$1,414.90

GRID 5 - 9 or more Singers

Performance Length	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
	100%	125%	150%	175%	200%	250%	300%
30	\$92.08	\$115.09	\$138.11	\$161.13	\$184.15	\$230.19	\$276.23
45	\$113.71	\$142.13	\$170.56	\$198.98	\$227.41	\$284.26	\$341.12
60	\$138.17	\$172.71	\$207.25	\$241.79	\$276.33	\$345.41	\$414.50
75	\$178.12	\$222.65	\$267.17	\$311.70	\$356.23	\$445.29	\$534.35
90	\$218.07	\$272.58	\$327.10	\$381.62	\$436.14	\$545.17	\$654.20
120	\$297.97	\$372.46	\$446.96	\$521.45	\$595.94	\$744.93	\$893.91
135	\$337.92	\$422.40	\$506.88	\$591.36	\$675.84	\$844.80	\$1,013.77
180+	\$457.78	\$572.22	\$686.66	\$801.11	\$915.55	\$1,144.44	\$1,373.33

GRID 6 - 20 or more Singers\*

Performance Length	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
	100%	125%	150%	175%	200%	250%	300%
120+	-	\$337.74	\$405.29	\$472.84	\$540.38	\$675.48	\$810.58

\* Grid 6 applies in cases where there are 20 singers or more AND the performance is 120 minutes or more (including intermissions)

- If performers are engaged under Grid 6, the Corporation must pre-purchase a minimum of two (2) windows

## RATE SCHEDULE 3 -- REMOTE RATES (OPERA)

### GRID 1 - Soloist / Lead

Performance Length	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
	100%	125%	150%	175%	200%	250%	300%
30	\$140.08	\$175.10	\$210.12	\$245.14	\$280.16	\$350.20	\$420.24
45	\$200.02	\$250.02	\$300.03	\$350.03	\$400.03	\$500.04	\$600.05
60	\$260.05	\$325.06	\$390.07	\$455.08	\$520.10	\$650.12	\$780.14
75	\$300.00	\$375.00	\$450.00	\$525.00	\$600.00	\$750.00	\$900.00
90	\$339.95	\$424.94	\$509.93	\$594.91	\$679.90	\$849.88	\$1,019.85
120	\$419.85	\$524.82	\$629.78	\$734.74	\$839.71	\$1,049.63	\$1,259.56
135	\$459.80	\$574.76	\$689.71	\$804.66	\$919.61	\$1,149.51	\$1,379.41
180+	\$579.66	\$724.57	\$869.49	\$1,014.40	\$1,159.32	\$1,449.15	\$1,738.98

### GRID 2 - Secondary Soloist

Performance Length	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
	100%	125%	150%	175%	200%	250%	300%
30	\$127.97	\$159.96	\$191.95	\$223.95	\$255.94	\$319.92	\$383.91
45	\$152.18	\$190.22	\$228.27	\$266.31	\$304.36	\$380.45	\$456.54
60	\$176.16	\$220.20	\$264.24	\$308.28	\$352.32	\$440.40	\$528.48
75	\$216.11	\$270.14	\$324.17	\$378.20	\$432.22	\$540.28	\$648.34
90	\$256.06	\$320.08	\$384.09	\$448.11	\$512.13	\$640.16	\$768.19
120	\$335.97	\$419.96	\$503.95	\$587.94	\$671.93	\$839.91	\$1,007.90
135	\$375.92	\$469.90	\$563.88	\$657.86	\$751.83	\$939.79	\$1,127.75
180+	\$495.77	\$619.71	\$743.66	\$867.60	\$991.54	\$1,239.43	\$1,487.31

### GRID 3 - Chorus Bit

Performance Length	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
	100%	125%	150%	175%	200%	250%	300%
30	\$123.96	\$154.95	\$185.95	\$216.94	\$247.93	\$309.91	\$371.89
45	\$147.94	\$184.93	\$221.92	\$258.90	\$295.89	\$369.86	\$443.83
60	\$171.82	\$214.78	\$257.73	\$300.69	\$343.64	\$429.56	\$515.47
75	\$211.77	\$264.72	\$317.66	\$370.60	\$423.55	\$529.43	\$635.32
90	\$251.72	\$314.66	\$377.59	\$440.52	\$503.45	\$629.31	\$755.17
120	\$331.63	\$414.53	\$497.44	\$580.35	\$663.26	\$829.07	\$994.88
135	\$371.58	\$464.47	\$557.37	\$650.26	\$743.16	\$928.95	\$1,114.74
180+	\$491.43	\$614.29	\$737.15	\$860.01	\$982.87	\$1,228.58	\$1,474.30

RATE SCHEDULE 3 -- REMOTE RATES (OPERA) ... Cont'd

GRID 4 - Chorus / Choir of 5 to 8 Singers

Performance Length	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
	100%	125%	150%	175%	200%	250%	300%
30	\$108.15	\$135.19	\$162.22	\$189.26	\$216.30	\$270.37	\$324.45
45	\$130.10	\$162.63	\$195.15	\$227.68	\$260.20	\$325.26	\$390.31
60	\$152.02	\$190.03	\$228.03	\$266.04	\$304.05	\$380.06	\$456.07
75	\$191.97	\$239.97	\$287.96	\$335.96	\$383.95	\$479.94	\$575.92
90	\$231.93	\$289.91	\$347.89	\$405.87	\$463.85	\$579.81	\$695.78
120	\$311.83	\$389.79	\$467.74	\$545.70	\$623.66	\$779.57	\$935.49
135	\$351.78	\$439.73	\$527.67	\$615.62	\$703.56	\$879.45	\$1,055.34
180+	\$471.63	\$589.54	\$707.45	\$825.36	\$943.27	\$1,179.09	\$1,414.90

GRID 5 - Chorus / Choir of 9 or more Singers

Performance Length	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
	100%	125%	150%	175%	200%	250%	300%
30	\$92.08	\$115.09	\$138.11	\$161.13	\$184.15	\$230.19	\$276.23
45	\$113.71	\$142.13	\$170.56	\$198.98	\$227.41	\$284.26	\$341.12
60	\$138.17	\$172.71	\$207.25	\$241.79	\$276.33	\$345.41	\$414.50
75	\$178.12	\$222.65	\$267.17	\$311.70	\$356.23	\$445.29	\$534.35
90	\$218.07	\$272.58	\$327.10	\$381.62	\$436.14	\$545.17	\$654.20
120	\$297.97	\$372.46	\$446.96	\$521.45	\$595.94	\$744.93	\$893.91
135	\$337.92	\$422.40	\$506.88	\$591.36	\$675.84	\$844.80	\$1,013.77
180+	\$457.78	\$572.22	\$686.66	\$801.11	\$915.55	\$1,144.44	\$1,373.33

GRID 6 - more than 20 Singers

Performance Length	BASE	2 Windows	3 Windows	1 Year	3 Years	5 Years	7 Years
	100%	125%	150%	175%	200%	250%	300%
120+	\$270.19	\$337.74	\$405.29	\$472.84	\$540.38	\$675.48	\$810.58

APPENDIX "A"

PERFORMER CONTRACT FORM

**APPENDIX "B"**

**LETTER OF INTENT**

**RE: STAFF ANNOUNCER - JURISDICTION**

Mr. Stephen Waddell  
Executive Director  
Alliance of Canadian Cinema,  
Television and Radio Artists  
2239 Yonge Street  
Toronto, Ontario M4S 2B5

Dear Stephen:

The following is notwithstanding the position of the parties regarding under whose jurisdiction Freelance Announcers properly fall.

With regard to Staff Announcers, the Corporation undertakes not to grant to CUPE exclusive jurisdiction in areas which are presently shared by CUPE and ACTRA.

Moreover, the present undertaking to give first consideration to Staff Announcers does not imply automatic selection when the assignment in question is one of those that are from time to time carried out by Freelance Performers and Staff Announcers.

Yours very truly,

Robert Thistle  
Senior Corporate  
Talent Relations Officer  
P. O. Box 500  
Station "A"  
Toronto, Ontario M5W 1E6

APPENDIX "C"

ALLIANCE OF CANADIAN CINEMA, TELEVISION  
AND RADIO ARTISTS (ACTRA)

ASSIGNMENT OF FEES

**APPENDIX "D"**

**LETTER OF INTENT**

**APPLICATION OF AGREEMENTS**

In view of the Corporation's recognition of ACTRA as the sole bargaining agent for performers in terms of the Agreements, the Corporation agrees to engage performers in ACTRA Performers Guild jurisdiction throughout Canada under the terms and conditions of the relevant Agreement and to apply the terms of the Agreements generally in all centres and locations. ACTRA agrees to make the necessary arrangements to administer the terms of the Agreements in all centres and locations, to issue work permits in terms of the Agreements, and generally to provide the necessary administrative structure to ensure the proper application of the Agreements.

---

Stephen Waddell  
Executive Director  
ACTRA Performers Guild

---

Robert Thistle  
Senior Corporate  
Talent Relations Officer

## APPENDIX "E"

### WORKSHOPS

Should the Corporation wish to initiate a workshop situation, i.e. a training or development process, not to be broadcast, for performers, the Corporation Management in the region concerned shall submit its workshop proposals for consideration to the relevant ACTRA Performers Guild Branch Council(s). Any recording of workshops will be used solely for the purposes of evaluation in the context of the workshop.

In responding to such proposals, the relevant ACTRA Performers Guild Council(s) will bear in mind the mutual interests of the Corporation and ACTRA in developing professional talent.



**APPENDIX "F"**

**DUES CHECK OFF**

APPENDIX "G"

DAILY TIME SHEET

## APPENDIX "H"

### JURISDICTION

The parties acknowledge that their positions differ with regard to proper jurisdiction for some categories of engagement. The specific categories of engagement in question are as follows:

- Announcer
- Commentator
- Host
- Interviewer
- Master of Ceremonies
- Moderator
- Narrator
- Panelist
- Quiz Master
- Sportscaster

It is the position of the Corporation that any individual engaged by the Corporation to perform services in any of the above categories is properly represented by the Canadian Media Guild as per relevant decisions of the Canadian Labour Relations Board.

It is the position of the Guild that any individual engaged by the Corporation to perform services in any of the above categories on a freelance, per-occasion is properly represented by ACTRA Performers' Guild.

The execution and implementation of this memorandum of agreement is without prejudice or precedent to either party's position on the above matter. Should ACTRA Performers' Guild elect to pursue its position, and should it be subsequently determined that, under law, these categories of engagement properly fall under the jurisdiction of ACTRA Performers' Guild, payment to individuals engaged in such categories of engagement shall be as per the terms and conditions set out in this agreement for "Principal Performer".

## Appendix H - Jurisdiction (Cont'd)

The Corporation retains its right to participate in any forum in which this issue may be raised.

For purposes of this appendix, the following definitions apply:

ACTUALITY COMMENTATOR: means a person commenting on an actuality event, whether speaking extemporaneously, from notes or from a prepared text.

DISC-JOCKEY: means an announcer who announces a program of recorded music and/or the recorded/spoken word.

FREELANCE ANNOUNCER: means a performer who delivers a non-commercial message or continuity material.

HOST: means a performer who introduces or links segments of a program. The term "host" shall include:

- a) Master of Ceremonies
- b) Moderator
- c) Quiz Master
- d) Interviewer

NARRATOR: means a performer who reads poetry, narrative fiction or dramatic narration.

PANELIST: means a member of a group expressing an opinion.

PERFORMER/HOST: means a performer engaged to work on a daily program in any combination of the categories of host, actor, announcer, interviewer, narrator and/or disc jockey and shall also include such writing and research as is required for the performance of the performer/host functions.

## Appendix H - Jurisdiction (Cont'd)

SPORTSCASTER: means a performer who does play-by-play descriptions 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.

TRAFFIC COMMENTATOR: means a performer who provides reports on the current traffic conditions.

Notwithstanding the parties positions on this issue, and without prejudice to those positions, the parties agree that the following constitute legitimate exclusions to the jurisdiction of ACTRA:

- Persons commenting, hosting, reporting or interviewing on programs about the news.
- Persons commenting, reporting or interviewing on programs dealing with matters of current public concern and farm and fisheries broadcasts.
- Interviewees, except where the parties agree that the interviewee is a professional broadcaster.
- A staff announcer, except when participating in a television program as an actor, singer, dancer, puppeteer, cartoonist, specialty or variety act, chorus performer, or a variety principal.
- Panelists.( up to and including their ninth (9th) appearance on the air)
- Actuality commentators.( up to and including their ninth (9th) appearance on the air)
- Persons having special knowledge or authority in the arts and sciences, religious and educational affairs(up to and including their ninth (9th) appearance on the air).
- Reporters and commentators appearing on local actuality and special events (up to and including their ninth (9<sup>th</sup>) appearance on the air).

## APPENDIX "I"

### EXPENDITURES IN ACTRA PERFORMERS GUILD JURISDICTION

The Corporation agrees to the establishment of non-binding targets of expenditures in ACTRA Performers Guild jurisdiction, such targets to extend through the life of the agreement. The Corporation will provide ACTRA with regular reporting of actual expenditures for television under the CBC Agreement within ACTRA Performers Guild jurisdiction. It will make such reporting on a quarterly basis, and will make every effort to report by regions and program genre (music, variety, drama).

## APPENDIX "J"

### PROFESSIONAL DEVELOPMENT

The Corporation agrees to provide facilities for the professional development of ACTRA Performers Guild members as follows:

- a) The Corporation will provide CBC facilities for not less than one hundred (100) hours per year.
- b) In the event the parties sign a multi-year agreement, the number of hours agreed to by the parties for subsequent years may change based on changes in the level of Corporate facilities. Such change will not occur without prior consultation with the Guild.
- c) The topic of such professional development will be at the discretion of ACTRA, although the parties agree that such training will relate to radio performance skills.
- d) Such facilities may be designated to any location where the Corporation has such facilities available.
- e) Administration of such professional development programs will be the responsibility of ACTRA, with the assistance of CBC Radio training staff.
- f) Out-of-pocket expenses will be borne by ACTRA.
- g) Any revenues will be retained by ACTRA.
- h) The corporation agrees to provide ACTRA with regular updated lists as to locations where facilities for such activities are available.

In addition, the CBC will make facilities available to ACTRA for professional development purposes on a local level where practical and economically feasible.

In meeting the requirements of this provision, the parties agree to enter into discussions regarding training co-ventures

## APPENDIX "K"

### INTERNET

During the life of the agreement, the parties will review the use of the basic CBC signal on the internet outside of Canada. The parties further agree that any change in the amount of use of the basic CBC signal on the internet outside of Canada as it relates to basic fees will be specifically addressed during subsequent negotiations.



## APPENDIX "L"

### OPERA

Except where otherwise indicated, the terms and conditions of Article E2 ("MINIMUM RATES FOR PERFORMERS - REMOTE PICKUPS") will apply to Operas recorded under this agreement. In addition, the following terms and conditions will also apply:

- Opera performer definitions based on "AGMA Schedule C".
- Payment for Opera will be as per Rate Schedule 3 ("REMOTE RATES - OPERA") as follows:
  - (i) Grid 1 - Soloist / Lead
  - (ii) Grid 2 - Secondary Soloist
  - (iii) Grid 3 - Chorus Bit
  - (iv) Grid 4 - Chorus / Choir of 5 to 8 Singers
  - (v) Grid 5 - Chorus / Choir of 9 or more Singers
  - (vi) Grid 6 - more than 20 Singers
- If CBC directly produces opera, performers will be paid based on the appropriate CBC Engaged Rate grid.
- Following the negotiation and ratification of the Radio Collective Agreement, the Corporation agrees to enter into good faith negotiations with ACTRA, Actors' Equity and Opera companies regarding the broadcast of operas., and the results of such negotiations shall supersede current provisions relating to opera.

**APPENDIX "M"**

**LETTER OF AGREEMENT**

**Between**

**THE CANADIAN BROADCASTING CORPORATION**

**(CBC)**

**and**

**ACTRA**

During the life of the collective agreement, the parties agree to form a working committee to monitor the use of material originally produced for television and/or radio which is subsequently made available via an alternative platform (ie CBC's internet websites), and material produced specifically for an alternative platform. During this process, the working committee will create a framework for a comprehensive agreement between the parties concerning original production for and distribution of existing material on an alternative platform. To address these matters in a meaningful way, the parties agree that the committee will meet within thirty (30) days following the successful conclusion of negotiations and will endeavour to reach agreement prior to the expiration of the Collective Agreement.

Issues to be addressed in the working committee process will include:

- a) Length of time works will be made available
- b) Scope of geographic distribution
- c) Minimum compensation scale(s)
- d) Experience of other public and private broadcasters and producers
- e) Technological innovations that may impact distribution
- f) Revenue generation opportunities
- g) Reproduction quality
- h) Audience reach
- i) Maintaining the integrity of the original work
- j) Archives
- k) Monitoring process

The working committee will review relevant material posted on alternative platforms and synopsis of relevant material intended for use on alternative

platforms. The working committee will also be provided access to view all finished product and will be provided with summaries of all postings.

Subject to CBC's alternative platform remaining non-commercial, accessible to the public without charge and free of advertising, the parties agree that material produced specifically for use on an alternative platform in whole or in part will initially be contracted pursuant to the CBC/ACTRA Radio Collective Agreement. For the term of the CBC/ACTRA Agreements the minima paid to Performers for such original material may be paid pursuant to the minima provided in the ACTRA/CBC Radio Agreement. In the case of material originally contracted for and broadcast on radio or television, the payment made originally to Performers appearing in such material will also provide for use on an alternative platform in whole or in part.

Any new schedule(s) of minima negotiated by the parties through the working committee process will apply retroactively to material produced for the alternate platform as well as work produced for television and/or radio and subsequently made available on an alternate platform. Retroactive payments to be paid to performers within sixty (60) days following ratification of a comprehensive agreement, unless otherwise mutually agreed to by the parties.

In any case, Performers who have a right of consent under previous ACTRA/CBC collective agreements shall retain their rights of consent, and the CBC agrees to obtain permission from Performers where required in every instance before producing new material or making existing material available on an alternative platform.

The working committee will meet as required but no less than every two months.

This Letter of Agreement will expire at the same time as the ACTRA/CBC Radio and Television Agreements, unless the parties have successfully negotiated and ratified a comprehensive agreement concerning original production for, and distribution of existing material on an alternative platform or unless the parties mutually agree to extend this letter. The parties strictly reserve their respective positions with regards to whether or not the CBC has a right to continue to exhibit ACTRA-covered material on an alternative platform in the event agreement is not reached.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**APPENDIX "O"**

**LETTER OF UNDERSTANDING**

The parties acknowledge that open, proactive communication is critical to the proper administration of the Collective Agreement, as well as to the overall maintenance of good relations between the parties.

As such, the parties agree that they will hold quarterly joint meetings to discuss issues of mutual concern.

The parties will indicate in writing the issues they wish to discuss at least three (3) weeks prior to each meeting. The subject matter may include, but will not necessarily be limited to:

- Issues regarding supplemental market sales
- Business practices issues
- Current or pending grievances

The Corporation agrees that production and/or administrative staff will be invited to such meetings as may be required. ACTRA agrees that local officers and/or performers will be invited to such meetings as may be required.

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