

ACTRA TELEVISION

AGREEMENT

Between

THE CANADIAN BROADCASTING CORPORATION

and

ACTRA

DECEMBER 14TH, 2001 TO JULY 3RD, 2002

**Terms of Settlement Negotiated between the
Alliance of Canadian Cinema, Television and Radio Artists (ACTRA)
and the Canadian Broadcasting Corporation (CBC)
respecting the Radio and Television Agreements**

Term of Agreement: July 3, 2002 until June 30, 2003

General Increases: Two and one-half percent (2.5%) increase on base rates effective July 3, 2002.

Payments due to performers: Within sixty (60) days of the date of ratification of these Terms of Settlement, CBC will issue cheques to performers who worked from July 3, 2002 until the date of ratification to compensate such performers for the 2.5% increase in base rates.


Next Negotiations: ACTRA and the CBC jointly commit to commencing bargaining with respect to the next ACTRA/CBC Agreements no later than March 30, 2003 with the intent of concluding Terms of Settlement of a successor Agreement no later than June 30, 2003.


Internet Programming (Appendix N): ACTRA and the CBC jointly commit to continuing the working committee process begun following the last round of negotiations with a view to concluding a framework for a comprehensive agreement between ACTRA and the CBC prior to June 30, 2003.

Excerpts: In instances where the permission or notification of ACTRA is required in Articles F102, F201, F203, F207, G103, G104, G109, and G302, reference to ACTRA will be changed to "ACTRA Performers' Rights Society".


**Letter of Understanding
Re: Country Canada:** See Attached.


Dated this 27th day of January, 2003.





CBC





ACTRA

Letter of Understanding respecting Country Canada

In the case of programming contracted specifically for CBC's newly-acquired digital channel Country Canada, the following terms and conditions will apply on an experimental basis until the expiry of the Television Agreement on June 30, 2003:

1. The rates in the ACTRA/CBC Television Agreement will apply, but those rates will provide for one (1) year of use on Country Canada.
2. Re-use of such programming beyond the one year window will be payable at fifteen percent (15%) of the base contracted fee for a five (5) year use period.
3. Re-use on Country Canada of programming originally recorded for broadcast on the main network will be payable at ten percent (10%) of base contracted fee for a five (5) year use period.
4. All other terms and conditions of the ACTRA/CBC Television Agreement will apply.
5. ACTRA and the CBC will monitor the utilization of this Letter of Understanding during the life of the Agreement.
6. Given that Country Canada is a new digital channel, and that this Understanding is intended to be experimental, ACTRA and the CBC jointly agree to apply retroactively any provisions of the successor Television Agreement (to the 2002/03 Television Agreement) related to use periods for Country Canada, if such use period provisions alter materially the terms of this Understanding.

SECTION A -- RELATIONSHIP OF THE PARTIES

ARTICLE A1

RECOGNITION AND APPLICATION

A101 The Corporation recognizes **ACTRA** as the sole bargaining agent of 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 Performers 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

Total Exclusions

A201 For the purposes of this Agreement, performer means any person who appears on-camera in a category of engagement covered by this agreement or whose voice is

heard off- camera in any manner whatsoever in a category of engagement covered by this agreement, but specifically does not include:

- a) a person performing as a musician, instrumentalist, self-accompanied vocalist, conductor of a band or a 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 as a member of a studio audience, providing such person does not receive individual coaching or direction;
- c) a contestant participating in a quiz program or program game, provided that such contestant is not rehearsed to develop an individual characterization;
- d) a person holding or a candidate for public office when participating in a program on political affairs;
- e) a participant in a broadcast of any religious service;
- f) an amateur athlete demonstrating or discussing any aspect of the sport in which such amateur athlete specializes;
- g) (i) student participating in an educational broadcast;
(ii) persons (except teachers) appearing as themselves on a broadcast produced in co- operation with a school, college, university, or educational organization;
- h) a contestant on any bona fide amateur talent opportunity program which involves competition out of which a winner is chosen on each program, provided that such contestant shall be limited to three (3) appearances as an amateur on any such series in any twelve (12) month period. The competitions referred to specifically do not include plays or operas but will include contestants, either individually or as groups, who present excerpts from plays or operas;
- i) a member of the armed forces of Canada when appearing in any television program primarily for the purpose of displaying military ceremony or for the purpose of recruitment, education or information relating to the armed forces;
- j) children under sixteen (16) years of age appearing as themselves;
- k) any person appearing in regular or special newscasts or programs or program segments dealing exclusively with the discussion of the current news;

A202 Qualified Exclusions

A dancing group, choir, or chorus of any ethnic, religious, military, educational, cultural or philanthropic organization not operated for the profit of its individual

members may appear a maximum of two (2) occasions in any twelve (12) month period.

A203 When members of **ACTRA** are engaged to appear in any excluded category, with the exception of Articles A201 d), A201 g) and A201 j), the rates and conditions of this Agreement shall apply to such members unless they are appearing as themselves in a news program or unless, with the written permission of the performer and notification to the local ACTRA Performers Guild office, they are appearing as themselves to be interviewed for promotional purposes.

ARTICLE A3

CONDITIONS GOVERNING THE RELATIONSHIP BETWEEN THE PARTIES

A301 Equal Opportunity Policy: The Corporation agrees that there shall be no discrimination against any performer because of age, race, sex, creed, colour, sexual preference, national origin, or disability. In accordance with this policy the Corporation agrees to make every effort to cast Performers belonging to all groups in all types of roles, so that the composition of Canadian society may be portrayed realistically. All roles in a Production shall be open to all Performers regardless of age, sex, race, creed, colour, sexual orientation, national origin, or disability, except those roles which may be restricted because of specific requirements. In initiating casting sessions, the Corporation shall indicate those roles which are known at the time to be so restricted

A302 Preference of Engagement: The Corporation agrees to give preference of engagement to members of **ACTRA**. For purposes of this Article, Apprentice members shall be considered to be members of the Guild.

A303 The Corporation shall not require a performer working under the terms and conditions of this Agreement to work in a production with anyone who is not either a member or the holder of a work permit or waiver permit issued by **ACTRA**. However, a performer may participate in any production with persons covered by the exclusions of this Agreement.

- A304 Artistic Competence: The Corporation assumes the risk of the artistic competence of a performer.
- A305 Professional Conduct: **ACTRA** undertakes to promote and demand professional conduct from performers engaged to perform under the provisions of this Agreement.
- A306 Minimum Terms and Conditions: This Agreement represents minimum rates and working conditions. No performer shall be compensated at rates or fees less than those provided herein or subject to working conditions that are less favourable than the provisions of this Agreement.
- A307 The Right to Negotiate: Nothing in this Agreement shall prevent a performer from obtaining more favourable rates or conditions than the minimum rates and conditions provided for herein. A performer engaged at rates and conditions in excess of or more favourable than the minima provided herein shall nevertheless continue to have the benefit and protection of all provisions of this Agreement.
- A308 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 an adequate cash bond or other negotiable security to be held in trust by **ACTRA** for the protection of its members.
- A309 Political Activities: 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.
- A310 **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.

- A311 **ACTRA** may appoint a steward for each production, and the Corporation will be notified of such an appointment by **ACTRA**. Such steward shall carry out stewarding duties as instructed by **ACTRA**. Among the duties of the steward shall be to:
- a) Verify that all performers are qualified by **ACTRA**.
 - b) Receive and, where possible, adjust complaints or grievances of performers.
 - c) Generally, to enforce and administer the provisions of this Agreement at the studio or on location.
- A312 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's 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**.
- A313 The CBC shall deduct 1.75% of the Gross Fees (inclusive of User 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 Industrial & Talent Relations Office.

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, and shall engage Canadian Performers as a matter of course.

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

The Corporation recognizes 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** 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 foreign 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 foreign 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 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 meeting 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 take the required action as soon as the minutes recording the grievance and 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. There shall be no appeal from 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.

A802 No Discipline for Honouring Picket Line: The Corporation agrees that no performer shall be disciplined in any manner, nor have his/her contract terminated for refusing to cross a picket line at the Corporation's place of business, and/or shooting location where the performer has a bona fide concern for his/her personal safety

ARTICLE A9

DURATION, TERMINATION AND RENEWAL

A901 This Agreement shall become effective on **December 19th, 2001** and shall remain in full force and effect until **July 3rd, 2002**.

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 ACTOR: means a performer engaged to speak not more than ten (10) lines of dialogue, or an actor whose performance constitutes an individual characterization notwithstanding the absence of dialogue.
- B102 BACKGROUND PERFORMERS: shall be divided into three (3) categories as follows:
- a) General Background Performer: means a performer who is not required to give individual characterization or speak or sing any word or line of dialogue, provided, however, that:
 - (i) crowd noises and/or
 - (ii) singing and/or recital of certain well established verses, for which no words or music have been supplied and which have not been rehearsed as a separate entity, shall not be deemed to be dialogue.
 - b) Special Business Background Performer: means a performer engaged to perform, in addition to the provisions of a) above, special silent business for atmospheric purposes, such as, but not limited to:
 - (i) ordinary swimming and skating;
 - (ii) driving an automobile under normal conditions;
 - (iii) contemporary dancing;
 - (iv) dress or costume background performer who is not required to perform as a special skill background performer when dress clothes or costume are provided by the performer.
 - (v) mime to pre-recorded songs (as per the provisions of Article E305)
 - c) Special Skill Background Performer: means a performer who is engaged to perform, in addition to the provisions of a) above, special silent business which is a skill not reasonably in the competence of the average person, such as, but not limited to:

- (i) water-skiing, diving, skin or scuba diving;
- (ii) driving a commercial motor vehicle, or any motor vehicle requiring a chauffeur's licence;
- (iii) any sport, such as, but not limited to: baseball, skiing, horseback riding, etc.

The performance of any stunt shall not be required of a special skill background performer.

d) Residual and royalty fees do not apply to background performers, and the permission of background performers will not be required for any subsequent use of the program or program material.

B103 CARTOONIST: means a person who draws cartoons and caricatures as part of a performance.

B104 CHOREOGRAPHER: means a person who creates entire dance numbers.

B105 CHORUS PERFORMER: means a performer engaged to appear in a variety or revue program, including book musicals, in the combined categories of group singer or group dancer, actor and background performer.

B106 DANCER: means a performer engaged to dance, either alone or with others.

B107 MODEL: means a performer engaged to display or physically illustrate a product, idea or service.

B108 PHOTOGRAPHIC DOUBLE: means a performer engaged to substitute for a member of the cast during on-camera long shots and other scenes in which the photographic double is not recognizable.

B109 PRINCIPAL ACTOR: means a performer engaged to speak more than **five (5)** lines of dialogue, or a performer engaged to perform a major role without dialogue (e.g. screenplay "Johnny Belinda").

- B110 PUPPETEER: means a performer who manipulates a puppet or gives character to, or animates, an inanimate object by manipulating that object.
- B111 SINGER: means a performer engaged to sing, either alone or with others.
- B112 SPECIALTY ACT: means any act, either individual or group, which is available, except for camera rehearsal, as a rehearsed entity, ready for performance prior to engagement.
- B113 STAND-IN: means a performer engaged by the Corporation to substitute for members of the cast during rehearsals. Residual and royalty fees do not apply to stand-ins, and the permission of stand-ins will not be required for any subsequent use of the program or program material.
- B114 STUNT PERFORMER: means a person engaged for the purpose of assignments which are dangerous and/or require special abilities to perform.
- B115 UNDERSTUDY: means a performer whose services are retained for the purpose of learning another performer's part so as to be ready and able to substitute for or replace such other performer at a moment's notice. Residual and royalty fees do not apply to understudies, and the permission of understudies will not be required for any subsequent use of the program or program material.
- B116 VARIETY PRINCIPAL: means a performer engaged to appear in any combination of the categories of actor/singer/host/dancer, including a performer performing in several comedy sketches in a program.
- B117 VOCAL COACH: means an ACTRA Performers Guild member engaged to coach a chorus, choir, group of singers, an actor or actors.
- B118 VOICE-OVER PERFORMER: means that performer who is engaged to give off-camera voicing and who is not involved in an on-camera performance.

ARTICLE B2

DEFINITION 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 AVAILABILITY ENQUIRY: means an approach to a performer regarding the performer's interest in and availability for an engagement.
- B203 BASE FEE: is the original fee paid exclusive of prepayment option exercised.
- B204 BILLBOARD: is an off-camera qualifying message on behalf of an advertiser that contains descriptive selling words or phrases qualifying the actual mention of the advertiser's name, product, services or outlets, either at the opening or closing of a program.
- B205 BOOKING: means notification to a performer and acceptance by the performer of an engagement.
- B206 BROADCAST: means the transmission of a program either live or recorded.
- B207 CALL: means notification to a performer of the date, hour and place of commencement of work.
- B208 CBC BROADCAST WINDOW: means unlimited use of a program by CBC Television on any of its English and/or French language stations, networks and affiliated stations (however distributed as part of the basic CBC signal destined for Canada only) for a period of twenty four (24) or forty-eight (48) consecutive hours from the first use, with the proviso that there may only be one (1) prime

time broadcast during any twenty-four (24) hour period. For purposes of this Article, prime time shall be defined as the period between 7.00 p.m. and 11.00 p.m.

B209 CHILDREN'S PROGRAMMING: means those programs possessing all of the following characteristics:

- a) They do not contain any commercial product advertising nor do they promote commercial products;
- b) They are primarily directed at a pre-school audience;
- c) They have an educational and/or developmental component;
- d) They are produced for broadcast off-prime, in the morning or afternoon hours;
- e) They are produced for multiple broadcast during the week;
- f) CBC Advertising Standards and Program Policy govern corporate sponsorship;
- g) Performers have the right to negotiate terms and conditions related to merchandising tie-ins

B210 COMMERCIAL MESSAGE: means any message pertaining to a sponsor, the sponsor's products and/or services, except that the mention of a sponsor's name and/or product(s) and/or service(s) only does not, in itself, constitute a commercial message.

B211 CONTRACTED FEE: means the fee for performance and work time shown in the performer's contract. The fee does not necessarily include overtime and penalty provisions and does not include travelling time.

B212 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.

B213 DISTANT LOCATION AND NEARBY LOCATION:

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

b) Distant Location: means any location beyond a nearby location.

- B214 DOCUMENTARY PROGRAM: means an information program that is not designed to be purely entertainment and may include dramatized or variety portions. Performers appearing in dramatized or variety portions will be paid residuals based on Article F.
- B215 GROSS FEE: means total compensation paid to a performer during a production exclusive of moneys paid by a Producer for expenses, such as per diem allowances or travel costs as agreed.
- B216 LINE OF DIALOGUE: means a line of script of ten (10) words or less including directed but unscripted dialogue
- B217 LIP SYNCHRONIZATION: means a voice synchronization to lip movement of an on-camera performance or animation, or synchronization of lip movement to an off-camera voice. Where a group of singers is engaged, the dancers may lip synchronize in any number combining dancing and singing without an additional payment.
- B218 MAGAZINE PROGRAM: means a program composed of segments such as, but not limited to, talk items, dramatic items, musical segments, panel discussions, documentaries, with all such segments integrated by a host and/or identifying device.
- B219 NATIONAL COVERAGE FOR TELEVISION PROGRAMS: means one (1) broadcast window over each Corporation owned or affiliated station.
- B220 OFF-CAMERA: means a performance which is not picked up by the camera.
- B221 PILOT PROGRAM: means a program produced for evaluation purposes without rights to broadcast except as provided in this Agreement.
- B222 POST SYNCHRONIZATION: means the voice synchronization by a performer of the performer's voice to the performer's own on-camera performance.
- B223 PRODUCER OR ENGAGER: shall be defined as the individual company, corporation or organization which controls, administers, directs and is responsible for the production of any programs, whether or not or it is or will be the copyright holder

of the finished program or the authorized officers, employees or agents of such individual company, corporation or organization.

- B224 PRODUCTION/PROGRAM: means the creation of any audio/visual work embodying the services and results of Performers whether such work is fixed on film, tape or otherwise and includes, but is not limited to each episode of a series, an in-house corporate presentation, a pilot, etc., regardless of the method of delivery or distribution
- B225 PROGRAM COMMERCIAL: means a commercial used within the span of any live, filmed or pre-recorded sponsored program of five (5) minutes or more in length.
- B226 PROMOTION: means any programming which serves to further awareness of and/or interest in a performer, a performance, and/or the CBC
- B227 RISK PERFORMANCE: means the undertaking of any action by a performer which could be considered dangerous beyond that performer's general experience or the placing of the performer in a position which would normally be considered hazardous.
- B228 SCRIPT DEVELOPMENT WORK SHOP: 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.
- B229 SERIES: means episodes produced as a group to be presented in a regular pattern:
- a) Episodic Series: means a sequence of programs, each complete in itself but held together by the same title or identifying device common to all the programs in the sequence, plus a character or characters common to many or all the programs in the series.
 - b) Serial: means a series of programs in which the same characters carry on a continuing narrative.

c) Unit or Program Series: means a series or sequence of programs, each of which contains a separate complete story, ballet, concert or other complete program entity, without a character or characters common to each of the series but held together by the same title, trade-name or mark or identifying device or personality common to all the programs in the series. A continuing host shall not be considered a character common to each of the programs in the series.

- B230 SIMULCAST: means a production broadcast over both television and radio.
- B231 SPONSORED PROGRAM: means a program for which a sponsor or sponsors and/or their agents have purchased the time or portion of the time occupied by the entertainment part of such program.
- B232 SPOT CARRIER: means a program which contains one (1) or more spot commercials but which is not sponsored.
- B233 SPOT COMMERCIAL: means a commercial not in excess of two (2) minutes used within station break periods and/or non-sponsored programs, or in the body of a spot carrier.
- B234 TALENT AUDITION: means the visual and/or oral auditioning, with or without cameras, which may be recorded, of a performer or group of performers for the purpose of determining the performer's value as a performer(s) for television and/or suitability for given roles.
- B235 VARIETY PROGRAM: means a program that that consists primarily of songs, music, dance, interviews, and/or skating and may contain some sketch material
- B236 WARM-UP AND AFTER SHOW: means planned entertainment for studio audiences, either before, during or after the program.

SECTION C -- RIGHTS AND OBLIGATIONS OF THE PARTIES

ARTICLE C1

PRODUCTION INFORMATION

- C101 Cast List: The Corporation agrees to provide ACTRA's local representative with a complete, up-to-date list of persons appearing on each program prior to production.
- C102 Production Liaison: The Corporation shall advise the Guild of the name of the person having responsibility for production liaison with Performers engaged for a Program. The Production Liaison shall attempt to redress performer complaints and shall work with the Guild Steward and Industrial and Talent Relations to resolve disputes.
- C103 Production Information: The Corporation shall submit the following information, if generated and distributed as part of production practice, to the nearest local Guild office prior to the first scheduled working day. In the case of drama specials and series, such information will be provided not later than forty-eight (48) hours, and in any event not less than twenty-four (24) hours, prior to the first scheduled working day:
- a) Name of Producer
 - b) Title of Production
 - c) Production date and location
 - d) Cast list of Performers
 - e) Persons for whom work permits are required
 - f) Name of Production Liaison
 - g) Name of all children engaged
 - h) Names of Performers engaged to appear nude
 - i) Description of Stunts (if requested by the Guild)
 - j) Script (if requested)
 - k) Casting notices

- C104 Notwithstanding the provisions of Article , the Corporation shall notify **ACTRA** of any program which will involve the use of any child or children. Such notice must be received by **ACTRA** one (1) calendar week before the first day of production if the use of a child/children is known at that time.
- C105 Access to Studio or Location: An accredited representative of **ACTRA** shall be admitted, with the permission of the producer, to the place where performers are working in a production. Such permission shall not be unreasonably withheld.
- C106 ACTRA Performers Guild's Forms: The Corporation's producer shall not hamper the steward in completion of 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 production.
- C107 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 all dramatic productions a daily time sheet as provided in Appendix "M". 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**.
- C108 Background Performer Voucher: Background Performers will be provided with a Voucher in accordance with Appendix G, for each day of work.
- C109 Production Records: The Corporation shall maintain adequate records with respect to Performers. Such records shall include the following:
- a) Name of Performers engaged and categories of performance;
 - b) Date or dates of services rendered by Performers;
 - c) Amount paid for such services;
 - d) Cost sheets;
 - e) The name and number of the Program or episode;
 - f) The date of the first use in each medium;

g) Any re-use of a Program, by providing dates and nature of re-use and payments made to the Performers concerned;

h) Daily call sheets (a call sheet will be sent to the Guild, as part of Production's regular distribution pattern);

i) Updates of the shooting schedule (where appropriate).

C110 Where requested by the Guild, due to a question regarding the proper payment of a performer the Corporation will furnish the Guild with a copy of such information relating to any performer concerning any or all of the aforementioned matters.

ARTICLE C2

OBLIGATIONS OF PERFORMERS

C201 Penalties and Deductions for Lateness: 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 shall report to the producer or the producer's deputy before leaving the studio or location following the completion of scheduled work. Should the Corporation require the services of the performer for a further period of time, the performer shall accept such further engagement, provided it does not conflict with some previously arranged engagement.

C203 Performance Default: In the event that a performer does not fulfil an engagement, in addition to not receiving a fee, the Corporation may, subject to the grievance procedure, require the performer to pay an amount equivalent to the minimum guarantee involved, except where the performer's failure to fulfil such engagement is due to illness. Certification of illness must be supplied if requested by the Corporation. Where failure to fulfil such engagement is due to illness, only that portion of the performer's fee earned to that time will be paid, at the additional work time rate for the hours worked.

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** 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 a work permit fee to **ACTRA** for each of their first six (6) engagements as follows:

i) **Principal Performers**:

\$93.64 for the first week of production of any Program, and **\$67.63** for the second and subsequent week

ii) **Other Performers**:

\$67.63 for the first week of production of any Program, and **\$46.82** for the second and subsequent week

b) On the seventh (7th) engagement within a two (2) year period by the CBC, a Canadian resident performer shall, prior to commencement of work, become a member of **ACTRA** unless the provisions of C301 c) apply.

c) In the event that upon the seventh (7th) engagement a performer does not wish to become a duly constituted member of **ACTRA** as provided above, such performer shall signify the decision not to become a member of **ACTRA** in writing, both to CBC and to **ACTRA**, and shall thereafter pay to **ACTRA** the appropriate work permit fee described in item a) above per engagement. An engagement shall, for the purpose of this Agreement, mean an engagement as a performer (except as a background performer) in a single program or an episode in a series.

d) A Canadian resident performer may apply to become a member of **ACTRA** prior to the seventh (7th) engagement.

e) 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** for the first week of production of any Program, and **\$104.04** for each subsequent week. The engagement of non-Canadians shall be as per Article A6 of this agreement.

f) Work permit fees paid by performers in accordance with item a) above shall be credited to the initiation fee prescribed by **ACTRA** for persons who become members of **ACTRA**.

g) Background Performer: Where it is not possible to engage members of **ACTRA**, non-members engaged shall be permitted to work with **ACTRA** members upon payment of a work permit fee of - **\$8.32** per person per day. The maximum number of persons required to be qualified shall be twenty-five (25) per day of production excluding Stand-ins, continuity Background Performers and Photo doubles who shall be **ACTRA** members.

h) The Corporation will continue to give background performers who are **ACTRA** members booking preference.

ACTRA will provide the Corporation with a list of members willing to work as background performers and will update this list on a regular basis with respect to appropriate physical attributes, addresses, telephone numbers, additions and deletions.

The Corporation will provide **ACTRA** with a list of those Casting Agencies used by the Corporation to acquire background performers. In addition, the Corporation will require those agencies to give preference to **ACTRA** members in the selection of individuals to be referred to the CBC for engagement as background performers. Should **ACTRA** institute a service whereby they will provide referral of individuals for engagement as background performers, the Corporation undertakes to give such service first opportunity to provide the Corporation with individuals for engagement as background performers. Further, it is agreed that members accepting engagements in the background performer categories will not prejudice their chances for consideration and engagement in other performance categories.

The Corporation agrees to direct persons responsible for engaging background performer to adhere to the foregoing.

i) Not Applicable - Eighty kilometres (80) from office: The terms and conditions of this Agreement shall not apply to the engagement of Background Performers, who are not members of the Guild, at production locations eighty (80) kilometres or more from the nearest Guild office in all cities where
Guild

branches are located (120 km. in the case of Toronto). The Corporation shall give Guild members who reside within the vicinity of the location of the shoot preference of engagement

j) Crowd Work: Whenever the Corporation employs twenty-five (25) or more background performers, qualified and paid according to this Agreement, for work in a particular production under ACTRA Performers Guild's jurisdiction on a particular day, the Corporation may employ any additional number of persons to perform crowd work. ACTRA shall grant a waiver to use unqualified persons in crowd work, and they shall respond to direction by group and cannot be required to perform individual business.

ARTICLE C4

PROVISIONS GOVERNING ENGAGEMENT

C401 Conflict of Interest: The Corporation shall, as a condition precedent to hiring a casting director, or other person responsible for hiring Background Performers, require the said casting director, or person to execute a Statutory Declaration in the following form, and shall prior to the commencement of principal photography, deliver an executed copy of the said Declaration to the Guild:

I, or any one in my employ,

a) do not act as an agent for Performers;

b) do not and shall not act so as to require Performers to join a specific agency;

c) do not directly or indirectly own or operate a talent agency;

d) do not receive any money from any talent agency for using Background Performers represented by such agency;

e) will not give any personal information relating to any Background Performer to any talent agency, except for the agency which represents such Performer;

f) will not be eligible to work on a Guild Background Performer voucher.

C402 A performer shall not be bound or committed to the Corporation in any way until such time as the performer is booked. Upon booking, performers shall be given specific notice of the part to be played, wardrobe requirements, the fee to be paid and other basic requirements of the engagement as well as dates of work as known at the

time of booking. A booking shall be confirmed by written contract not later than 24 hours prior to the first work day.

C403 The Corporation shall not require any performer to commence work on a production prior to performers having agreed upon all terms (including specific dates) of the engagement. Except for background performers, such agreement shall be expressed in the form of a completed contract between the performer and the Corporation, as in Appendix "A." The Corporation shall not submit a contract to a performer without having first applied the signature of the appropriate Corporation representative.

C404 Standard Contract Forms: Performers' written contracts shall govern the performer's engagement and shall be on forms mutually acceptable to **ACTRA** and the Corporation and which are part of this Agreement (see Appendix "A"). The following number of copies of such contract will be completed by the performer and the Corporation.

a) 4 to Corporation

b) 1 to Performer

c) 1 to **ACTRA**

The Corporation shall file a copy of each performer's individual contract or revised contract with the nearest ACTRA Performers Guild office, it being understood that contracts are strictly confidential between the Corporation, the performer and officers of **ACTRA**, and the information contained in these contracts is not to be released to any other party in any way.

C405 Rehearsal Schedule: The Corporation shall provide a complete rehearsal schedule, and copies shall be picked up by the performers 24 hours before the first rehearsal. The Corporation's copy shall be initialled by each cast member to indicate each performer's understanding and acceptance of the schedule of rehearsal and performance.

C406 Series Options A performer may grant an option for his services for not more than six additional years' engagement, provided that the following criteria are met:

a) Where the number of years optioned is three (3) or less, the Performer, at the time of granting the option, is entitled to receive a fee of not less than one hundred and fifty per cent (150%) of the applicable minimum fees; or,

b) Where the number of years optioned exceeds three (3), the Performer, at the time of granting the option is entitled to receive a fee of not less than two hundred percent (200%) of the applicable minimum fees; and,

c) The contracted fee payable for each successive year optioned is at least one hundred and fifteen percent (115%) of the previous year's total original gross fee (exclusive of any prepayment option exercised); and,

d) The option for each successive year specifies the minimum guaranteed engagement for each year of the option contract e.g. the number of days, weeks or episodes; and,

e) The option for subsequent seasons shall only be effective if exercised in writing;

f) The option provides the limits within which the Producer may exercise each option, and the degree of exclusivity of the option i.e. whether the performer must be available at certain times or whether the Producer has a priority call on the Performer's services.

Notwithstanding the foregoing, Article C406 shall apply to the engagement of Performers for the Production of a Pilot Program. performer fees for such engagement shall be stepped up to one hundred and fifty per cent (150%) or two hundred percent (200%) of minimum fees, whichever step- up is applicable, only if the option is exercised and the pilot is broadcast within the Series.

ARTICLE C5

PILOT PROGRAMS

C501 PILOT PROGRAMS: may not be shown to the public generally but may be performed before prospective sponsors and/or studio/non-broadcast and 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 paid in accordance with Article C502.

C502 PILOT PROGRAMS USED FOR BROADCAST: If a recording of a pilot program is subsequently used for broadcast, the performer shall receive for such broadcast a minimum guarantee plus any above minimum payment, if applicable, in addition to the pilot fee. However, a pilot may not be used for broadcast after twelve (12) months have expired following the recording of the program.

C503 Options for series regulars appearing in a pilot must be exercised within sixty (60) days from completion of the pilot.

ARTICLE C6

PUBLICITY AND PROMOS

C601 When a performer is involved in a promo during the performer's contracted hours, no additional payments are required. If, however, a performer is asked to stay beyond the 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 E501 will apply.

C602 There shall be no limitation on the number of occasions on which such promos or publicity stills shall be used.

C603 PHOTOGRAPHS FOR OTHER PURPOSES: Still photographs, trailers or promos shall not be used for any other purposes than provided above, unless the performer concerned agrees to such use and is paid in accordance with a written contract agreed upon between the performer and the Corporation. This provision applies only to performers who would receive residual payments in accordance with this Agreement.

ARTICLE C7

CAST CREDITS

C701 MAJOR ROLES AND SPECIALTY ACTS: All performers in major roles and specialty acts shall receive a cast credit. On drama productions, the Corporation will

place at the end of each production a cast of characters naming the Performers and the roles played.

C702 CREDITS TO PERSONS INVOLVED IN THE PRODUCTION: Credits of all the above performers shall be larger than all other credits, except five (5) priority credits, which may be assigned at the Corporation's discretion to any person involved in the production concerned; such as, Producer, Executive Producer, Director, Author, Designer, etc. These five (5) priority credits may be larger than the performer credits.

C703

- a) **All performer credits in all productions produced by the CBC will continue to be in a readily readable colour, size and speed. Should the CBC fail to provide credits in a readily readable colour, size and speed the remedy will be to correct the failure prior to the first broadcast, or, where this is not possible, to correct the failure prior to any rebroadcast or sale.**
- b) **The CBC will make best efforts to ensure that all performer credits broadcast by the CBC shall not be squeezed so as to render the credits illegible.**

C704 PRIORITY CREDITS: The Corporation has the option of assigning in place of the priority credits in Article C702 herein, two (2) priority credits, which may be larger than the performer credit in combination with two (2) priority credits, which may be the same size as the performer credits.

C705 REFERENCE TO THE CORPORATION AND/OR SPONSOR: A reference to or mention of the Corporation and/or sponsor shall not be deemed to be a credit, and no limitations whatsoever shall apply to the identification on any program of either the Corporation or the sponsor.

C706 OMISSION OF CREDITS: The Corporation shall not be deemed to have breached this provision if a cast credit is omitted on a live program due to unavoidable contingencies occurring during the program. It is understood that in such a case the only credits which shall be given priority to the performers shall be those priority credits elected by the Corporation in either Article C702 or C703.

C707 Where there are air credits, and where the logo of another talent guild is displayed, the logo of ACTRA will also be displayed.

ARTICLE C8

PROVISIONS GOVERNING PAYMENT OF PERFORMERS

C801 a) Payment Net to Performers: The contracted fee, overtime and penalty provisions 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 payment of fees must be made within fourteen (14) calendar days following broadcast or recording of a program or completion of work, whichever is sooner.

b) 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:

- (i) the first day following the fourteenth (14) day from the date that payment was due, or
- (ii) 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.

c) 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. In addition, work permit fees from non-members may be remitted to **ACTRA** by means of "Third Party Agreements" in the case of engagements not provided in Article C3 of this Agreement. The "Third Party Agreement" form shall become part of this Agreement as Appendix "C".

C802 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 or in the event of a court order.

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 by such performer of rights under this Agreement.

C803 PAYMENT ON PROGRAMS WITH MULTIPLE SPONSORS: Regardless of whether or not a production is partly or wholly sponsored by one (1) or more advertiser(s) and/or is sustaining, the minimum fee payable to the performer shall be based on the overall length of the program.

C804 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 C9

USE OF RECORDINGS

C901 PRE-RECORDING OF PROGRAMS:. The Corporation shall, upon payment of the minimum rates set out in this agreement, acquire the right to one (1) CBC twenty-four (24) hour broadcast window, plus whatever rights have been acquired by the Corporation through the exercise of a prepayment option as per Article E6.

The right to broadcast upon payment of minimum fees shall also include the right to transmit the basic CBC signal over the internet .

C902 SYNDICATION OF LOCAL PROGRAMS: Local programs produced under the terms and conditions of this Agreement and recorded by any means whatsoever may be utilized on one (1) or more other member stations of the network as twenty-four (24) hour broadcast windows (one on each) during the period of two (2) years from the original broadcast date, provided the appropriate fee is paid as per this Agreement.

C903 Notwithstanding Article F101 hereof, the Corporation shall have the right at any time within six (6) months of the original broadcast to re-broadcast as a twenty-four (24) hour broadcast window over Canadian stations other than the stations on the network and the original stations, without additional payment to the performers, any recordings of broadcasts, save that, after such other stations have been in regular operation for more than sixty (60) days, the recording provisions are applicable. It is understood that such recordings may be used at any time during the preliminary operating period preceding the inauguration of regular operations on such stations. The preliminary operating period is defined as that period preceding the official inauguration of a station during which it is telecasting without its complete facilities; i.e. with film only, pending completion of studios. Any repeat of recordings used during the temporary operating period after the official inauguration of the service other than a rebroadcast as part of a broadcast window will constitute a re-broadcast under the terms of Article F101 of this Agreement.

- C904 The Corporation shall be entitled to the use of a program upon payment to performers of fees for uses expressly provided herein. Any intended use of a program not expressly provided in this Agreement is prohibited until the completion of the following procedure:
- a) The Corporation shall secure the consent of **ACTRA** for any such intended use.
 - b) The Corporation and **ACTRA** shall agree upon the use fees to be paid to performers for the use of a program in a defined market.
- C905 RELEASE OF RECORDINGS BY CORPORATION: Recordings involving **ACTRA** members may be made and used for references, file and private audition for prospective sponsors and their agencies without payment to the performer, provided this right is not abused. The Corporation further undertakes not to release, by loan or otherwise, any recording of a broadcast involving **ACTRA** members to any person, firm or corporation whatsoever, whether for broadcast or showing to a live audience, except as provided in this Agreement or with the written consent of the National Executive Director of **ACTRA**.
- C906 EDITING OF RECORDINGS: Recordings of programs which have been broadcast may not be edited or changed so as to alter the original form of the program, except for changes necessary in the interest of eliminating bad taste or obvious error, or to present a condensed version of a sportscast or news event, except in accordance with Article F207. However, this shall not prevent the Corporation from deleting any commercials in order to schedule or repeat a program on a sustaining basis, or for export, or to change or substitute commercial message or mentions of the original sponsor to meet regional or local market requirements.
- C907 REPLACEMENT OF A PERFORMANCE: The Corporation agrees that it will not without consulting with the performer lip synchronize or use a Photographic Double in lieu of the Performer.

ARTICLE C10

INDEMNITY - ACTION IN DAMAGES

C1001 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 authorization of the Corporation.

SECTION D - CONDITIONS OF ENGAGEMENT

ARTICLE D1

AUDITIONS

D101 TALENT AUDITIONS: are those try-out periods wherein a performer or a package act, or group of performers, are tested for ability, talent, physical attributes and/or suitability for inclusion in a program. Performers may only be asked to learn lines from the part for which they are being auditioned. Where the Corporation requires a performer to learn lines, a copy of the script shall be made available to the performer as soon as possible. In any case, the performer shall receive adequate time to learn such lines.

D102 Auditions: When auditions are to be called for a specific program which includes performances in ACTRA Performers Guild's jurisdiction, or jurisdiction which is shared by **ACTRA** with another bargaining agent, the audition will always be open to ACTRA Performers Guild members. When auditions are being called, the Corporation will notify **ACTRA** office in the locality.

D103 AUDITION PROCEDURE

a) The Corporation will endeavour to conduct auditions for ACTRA Performers Guild and non-ACTRA Performers Guild members in separate sessions. The auditions for ACTRA Performers Guild members shall be scheduled prior to non-member auditions. However, ACTRA Performers Guild members may be auditioned during non-member auditions if they are unavailable during member audition time. The Corporation agrees to give Guild members preference in the auditioning of Performers.

b) There shall be a reasonable amount of time provided for each performer to study the text. Each performer shall have an opportunity to discuss the role with the Director or Producer, or Casting Director or delegate at the time of the audition.

c) The Corporation will endeavour to restrict the number of CBC personnel present at any audition to four (4). This procedure is subject to production requirements and shall not inhibit the Corporation from having additional CBC personnel present at any given audition. All CBC personnel at an audition shall be identified to the Performer.

- D104 A performer engaged to take part in another performer's audition shall be paid at the following rate:
Minimum guarantee: **\$120.01**
Per hour: **\$22.11**
- D105 AUDITIONS FOR CHORUS SINGERS OR DANCERS: Where a performer audition is to be held for chorus singers or dancers for a program or series of programs, notice of such audition, with necessary details, shall be given to ACTRA's local representative three (3) days prior to such audition.
- D106 GROUP SINGER NOT ACCEPTED FOR BROADCASTS: Any singer who performs an audition as a member of a group but is dropped from such group when it is accepted for a program (or series of programs) shall be paid for the audition at the following rate:
Minimum guarantee: **\$100.19**
Per hour: **\$22.11**
- D107 The Corporation shall provide either transportation or an escort to the nearest public transportation when a performer completes an audition or call between the hours of 10.00 p.m. and 6.00 a.m.
- D108 The Producer shall make reasonable efforts to have sides and/or scripts available to Performers twenty-four (24) hours prior to an audition.

ARTICLE D2

WORK DAY

- D201 WORK DAY: The work day shall consist of not more than eight (8) hours in any day, exclusive of meal periods. Any work in excess of eight (8) or any combination of travel and work time in excess of nine (9) shall be governed by the overtime provisions of Article D3.

D202 CALENDAR DAY: A work day starting on one calendar day and continuing into the following calendar day shall be deemed to be one work day; namely, the work day on which work started, provided that work past midnight was a part of the originally scheduled work.

D203 a) MINIMUM CALL -

A work session called for a studio or near location shall not be scheduled for less than :

(i) four (4) hours for off-camera performers, children, or any other performer in a residual category appearing in a program other than a drama;

(ii) five (5) hours for background performers appearing in any kind of program; or

(iii) eight (8) hours for any performers in residual categories appearing in a drama, except for children and off-camera performers, except that if a session is resumed after a proper meal break, a minimum of one (1) hour may be scheduled following such a meal break.

b) MINIMUM CALL 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, reading sessions may be held prior to regularly scheduled work time. Such reading work time shall be subject to minimum payment of two (2) hours' work for any such call.

D204 USE OF AUDIO TAPE -

If pre-recorded material is used during the rehearsal or production of a program, performers who took part in such pre-recording(s) shall be deemed to be present at such rehearsals or production sessions and shall be credited a minimum of two (2) hours additional work time. In any eight (8) hour working day, a maximum four (4) hour session fee will be paid provided there has been a minimum of six (6) hours for pre-recording purposes preceding the use of the pre-recordings.

ARTICLE D3

OVERTIME

- D301 OVERTIME: If work exceeds eight (8) hours on any day, the hours of work in excess of eight (8) hours shall be computed at time and one-half of the performer's additional work time rate. Periods of one-half hour or less may be calculated in half-hour units.
- D302 WORK ON SIXTH CONSECUTIVE DAY: When a performer is required to work on a production for six (6) consecutive days, the performer shall be paid for the sixth (6th) day at time and one-half of the contracted daily, hourly and overtime rate.
- D303 WORK ON 7TH CONSECUTIVE DAY: When the exigencies of the production schedule demand extraordinary measures and require a performer to work seven (7) consecutive days, such performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly or overtime rate.
- D304 DOUBLE TIME FOR WORK ON HOLIDAYS: Performers required to work on legal holidays shall receive double time for all time worked. The following days shall be considered holidays for the purpose of this Article -- New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day and Christmas Day. All Federal legal holidays shall be considered as holidays for the purposes of this Agreement.

ARTICLE D4

REST PERIODS

- D401 REST BETWEEN DAYS: There shall be a rest period of not less than twelve (12) hours between the end of one (1) work day and the beginning of the next. If any performer is required to report for work on the same program or series of programs within such twelve (12) hour rest period, such performer shall be credited for the hours worked in this period at time and one-half the additional work rate.

- D402 REST PERIODS: There shall be at least a five (5) minute rest period provided for each hour of work. During actual shooting, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day. Such rest periods will not be given at the beginning of work.
- D403 REST PERIOD FOR PUPPETEERS, DANCERS AND CHORUS PERFORMERS: Puppeteers, dancers and chorus performers shall be permitted ten (10) minutes rest in each hour during which they shall not be required to perform any physical action. However, consultation and planning may take place during such rest.
- D404 REST PERIOD PRIOR TO LIVE BROADCAST: There shall be a rest period of one-half (1/2) hour immediately preceding the warm-up or live broadcast, during which performers cannot be required for make-up, costume fittings, script changes, etc. Such rest periods shall not be considered as work time and shall not be paid. When a performer is required to work during such time, such performer shall be paid at double the performer's additional work time rate.
- D405 REST PERIODS FOR SPECIALTY ACTS: Specialty acts (physical) shall not be required to rehearse their full act more than two (2) times "full out" in any one (1) day, and in no instance shall they be asked to rehearse "full out" with less than one (1) hour between rehearsals. On programs where only one (1) day of camera rehearsal is scheduled, specialty acts (physical) may be required to rehearse their full act three (3) times "full out" on such day. In such an event there shall be not less than one (1) hour's rest between the first and second "full out", and not less than two (2) hours rest between the second and third "full out".

ARTICLE D5

MEAL PERIODS

- D501 MEAL PERIODS: Each performer shall be entitled to a meal period for one (1) hour or a maximum of one and a half (1 1/2) hours to commence close to the normal meal times (i.e. 11:00 AM to 2:30 PM for lunch; 4:30 PM to 8:00 PM for dinner). In no case shall the meal period commence later than six (6) hours from the first call of the day whether that be for make-up, wardrobe or travel time.

Meal periods shall not be considered as time worked and shall not be paid. If, upon the expiration of such six (6) hours, the camera is in the actual course of recording, it shall not be a violation to complete that shot.

D502 MEAL PENALTY: Where the exigencies of production require a performer to work during a meal period, the performer shall be compensated at an additional one (1) hour for each hour of missed meal period or portion thereof until the meal period is actually received or the end of the work day whichever is earlier.

D503 There shall be a meal period of one (1) hour after each four (4) hours of overtime worked.

The performer shall be paid in addition to the overtime rate an additional one (1) hour for each hour of missed meal period or portion thereof until the meal period is actually received or the end of the work day whichever is earlier.

D504 MEALS ON LOCATION: It is understood that under certain circumstances, particularly on location, normal meal facilities may not be readily available. Should reasonable restaurant facilities not be available, either by virtue of location or of scheduling, it shall be the Corporation's responsibility to provide meals at the Corporation's own expense on the set.

D505 CAST AND CREW MEALS: The Corporation will provide the same cast and crew meals to all Background Performers.

ARTICLE D6

MAKE-UP AND COSTUME

D601 Time for Make-up, Hairdress, Etc.: When a performer is required to report for make-up, hairdress, wardrobe or fitting on a production day, such time shall be considered part of the work day in all respects.

D602 Choosing and Fitting Wardrobe: Other than immediately prior to a production call as in D601 above, the performer called to choose or fit any wardrobe, wigs, make-up, etc., shall be paid the appropriate hourly fee for such time spent during the work day. When performers are required by the Corporation to appear outside the

studio premises for choosing or fitting wardrobe or wigs and such call is not on a work day, performers shall be paid for actual time spent at the hourly contracted rate with a minimum payment of two (2) hours.

With respect to any fitting call, it is understood that in the case of a fitting call for any group of performers, such calls shall be staggered in order to avoid unnecessary waiting.

D603 Additional Expenses: Expenses or costs incurred by a performer at the direction of the Corporation for costumes, repairs, hairdressing, haircuts, etc., shall be paid by the Corporation on presentation of receipts.

D604 When Background Performers are required to provide two (2) or more changes of wardrobe for a "go see", this shall be considered a paid wardrobe call, and the Background Performer will be so paid, whether or not they are engaged.

ARTICLE D7

WARDROBE

D701 WARDROBE: Any apparel which may reasonably be expected to be included in the personal wardrobe of a performer and not more than two (2) additional changes of apparel in any single production, shall be considered as regular wardrobe. In the event that a performer is asked to bring an additional change of apparel, the performer shall be paid a wardrobe maintenance fee of \$10.00 (ten dollars) per costume per day.

D702 SPECIAL WARDROBE: Wigs, costumes, special appurtenances and clothes, and apparel other than those specified under Article D701 hereof, shall be considered as special wardrobe.

D703 Performers shall not be required to furnish any special wardrobe, except specialty acts or units, which may supply their own special wardrobe if so contracted.

D704 Dancers shall not be required to supply their own outer regular wardrobe.

D705 The Corporation shall furnish performers with all costumes except those customarily used by such performers in their act when other than regular wardrobe is required.

D706 WARDROBE REPAIRS OR REPLACEMENTS: In the event that wardrobe furnished by a performer is damaged during work time through negligence on the part of CBC or through an accident for which the performer is not clearly responsible, or if apparel requires cleaning, CBC shall reimburse for the cost of repair or replacement or cleaning, as the case may be. Performers must secure authorization from the producer of the program and must provide a receipted bill or other proof of cost of such repair or replacement.

D707 PERFORMER LIABILITY: In the event that regular or special wardrobe furnished by the Corporation or other Corporation property is damaged during rehearsal or production through negligence on the part of the performer, the performer will be liable for the cost of repair or replacement, as the case may be.

ARTICLE D8

TRAVEL

D801 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:	\$ 74.50

(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 D801 (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) Advance Payment to Performers: 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

D802 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**.

D803 When the Corporation requires a performer to travel to a Nearby Location, and the Corporation is not providing transportation to such nearby location, the Corporation will be obliged to ensure that public or private transportation is readily accessible and convenient to the Performer. If such public or private transportation is not available and subject to prior approval by the Corporation, cost of taxi

transportation from the Nearby Location to the Performer's residence shall be paid by the Corporation.

D804 When the performer is required to fly by regularly-scheduled carrier, and where flight insurance is available to the Performer, the Corporation shall reimburse the Performer, upon presentation of a receipt, the cost of securing flight insurance with a death benefit of \$250,000.00.

ARTICLE D9

HOLDING/HOLDOVER

D901 Holding Call: Where the Corporation directs a performer to hold a day(s) in readiness to be called to work, the performer shall be paid not less than the contracted daily fee in the case of performers engaged under the daily fee provisions or eight (8) times the contracted hourly rate for other performers, for each day on which a performer is "held". The period of, and payment for the "holding call" shall not end until the performer is released by the Corporation from the "holding call".

D902 Hold-Over on Overnight Location: If a performer is specifically required by the Corporation to lay over at or near the place of the engagement without being scheduled to perform between work days, such performer shall be paid at the rate of fifty percent (50%) of his/her contracted fee for the first two (2) of such days. Thereafter, the performer shall receive one hundred percent (100%) of his/her daily contracted fee. This is in addition to payment under Article D8.

D903 Pyramiding of Payments: The parties agree there will be no pyramiding of payments in Articles D901 and D902.

ARTICLE D10

CANCELLATION AND SCHEDULE CHANGES

D1001 Productions Cancelled

a) Force Majeure: If the production of a program is prevented by governmental 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. In such case, 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 ensue if the program time is pre-empted for a program 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.

b) Production Cancelled and Rescheduled: If a production cancelled for any of the reasons referred to in Article D1001 a) should be rescheduled, the performers originally engaged shall have first opportunity to accept their previous assignments on such production.

c) Single Productions, Episodes and Series:

(i) If a single production or an episode in a series is cancelled, performers who have been booked or contracted shall be paid in full the contracted fee.

(ii) Performers booked or contracted for more than a single production or episode but less than twenty-six (26) productions or episodes shall be given three (3) weeks' notice, and performers booked or contracted for twenty-six (26) or more productions or episodes shall be given four (4) weeks' notice. Failure by the Corporation to provide notice as stated above shall make the Corporation liable for all time contracted in the three (3) and four (4) week notice periods.

d) Cancellation of a Day's Production: In the event of cancellation of a day's production for any reason other than weather, performers who have been booked shall be paid in full in respect of such day, unless notice of cancellation is given at least forty-eight (48) hours before the hour scheduled for work to commence. If forty-eight (48) hours' notice has been given, the performer shall receive fifty percent (50%) of such performer's daily contracted fee in respect of the engagement cancelled.

e) Postponed Production: If a postponed production involves a change in the call of a performer to another production day, it shall be treated as a cancelled production. In the event that a production is postponed to a later hour of the same production day (such change not having been made known to the performer twenty-four (24) hours in advance), then the hours intervening between the originally scheduled time for the performance and the time of the actual performance shall be considered work time, and the performer shall be paid time and one-half the appropriate work rate for such period. In the event that such call for postponement conflicts with the performer's prior commitments, the original performance shall be considered as a cancelled production for which the performer shall be paid. Subject to the above provisions, the change of a performance from a live to a pre-recorded basis shall not be deemed to be a cancelled program.

D1002 Performers Engagement Cancelled

a) Cancellation of a Single Engagement: A performer booked or contracted to work in a single production or in an episode in a series shall be paid the contracted fee if the engagement is cancelled for any reason, except where the cancellation occurs by reason of the performer's insubordination or gross misconduct.

b) 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:

(i) If the performer is contracted for thirteen (13) programs or less, the period of notice shall be fourteen (14) days;

(ii) If the performer is contracted for fourteen (14) or more programs, the period of notice shall be twenty-eight (28) days;

(iii) The Corporation may elect to pay fees in lieu of notice for all work scheduled in the applicable period of notice;

(iv) 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 minimum rate for the work performed.

c) Four (4) Weeks' Notice to Established Character: A performer who, by virtue of successive appearances 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. The Corporation shall relieve such performer of the requirement to appear as such character in a program if the performer gives the Corporation four (4) weeks' notice in writing of an intention not to appear.

d) Dismissal of Member of Singing or Dancing Group: Any performer who is a member of a singing or dancing group who has appeared 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. A performer wishing to terminate his 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.

e) Cancellation of Scheduled Day: In the event the Corporation cancels one (1) or more day(s) of a multi-day booking, the performer shall be paid in full for the cancelled day(s), unless the reasons for such cancellation are otherwise covered in Article D9.

D1003 Changes

a) Notice of Change in Scheduled Work: The time of scheduled work may be changed by the Corporation if the performer is given not less than twenty-four (24) hours' notice prior to the appropriate call and any place of work may be changed to another place in the same general area on reasonable notice, provided that such change in place or time does not conflict with any confirmed engagement by the performer prior to the giving of such notice.

b) Notice of Change in Scheduled Day(s): Unless twenty-four (24) hours' notice is given prior to the performers' first scheduled call, performers shall be paid in full for any such days which have been rescheduled.

c) For the purpose of this Article, where the call time of the performer has not been specified, it shall be considered 10:00 AM, except when it has been designated as a night shoot, in which case the call time shall be considered to be 7:00 PM.

d) In the event that the changes above-mentioned legitimately conflict with a performer's previous commitment, the Corporation shall:

(i) excuse the performer so that such performer may fulfil the previous commitment; or

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

e) Weather Cancellation or Postponement: Whenever work is postponed because of weather, the performer shall receive compensation at fifty percent (50%) of his/her contracted fees for the hours originally scheduled. If the work is cancelled, the performer shall be paid one hundred percent (100%) of his/her contracted fees for the hours originally scheduled.

f) No Weather-Permitting Calls in Studio: No weather-permitting calls shall be allowed for work in studio.

g) Rescheduled or Postponed on Overnight Location: When production on overnight location is rescheduled or postponed for any reason, the performer shall be paid at not less than fifty percent (50%) of the minimum rate for the hours originally scheduled or fifty percent (50%) of the applicable daily rate.

D1004 Illness: If the performer is absent by reason of illness for one (1) day, or, in the case of an engagement for a series, six (6) consecutive days, then the Corporation may, at its option, either:

a) terminate the engagement forthwith upon payment to the performer of moneys accrued to the date of the performer's non-attendance; or

b) suspend the engagement for the period of absence and, subject to the performer's other engagements entered into before the beginning of such period, extend the period of first call by the period of absence.

D1005 Pyramiding of Payments: The parties agree there will be no pyramiding of payments in Articles D1001 d), D1003 d), D1003 c), D1003 e) and D901.

ARTICLE D11

UPGRADING

D1101

a) Where, during the course of production of a program, a performer is upgraded from one category to another, such performer shall be paid at the higher rate retroactively for all hours worked on the same production.

When a performer is upgraded from the category originally contracted, the performer shall receive an addendum to the original contract reflecting such upgrade. A copy of such addendum shall be forwarded to **ACTRA**.

b) Where a performer is portraying a continuing character in a series and that character is upgraded in category during that series, such performer shall be paid at the higher rate for the remainder of the series. This shall not apply if the performer portrays a different role.

ARTICLE D12

DOUBLING

D1201 DOUBLING OUT-OF-CATEGORY

Performers Doubling: Except for Variety Principals, Chorus Performers, and Background Performers, Performers (on or off-camera) who are engaged to perform in more than one category or role shall receive an additional payment of fifty percent (50%) of the day's total gross fees for each day on which the additional category is scheduled and/or performed.

D1202 DOUBLING IN VARIETY PROGRAMS:

a) A singer or dancer in a variety program may perform as an actor or background performer on payment of the fee equivalent to the appropriate actor or background performer fee for the program concerned. There shall be no additional rehearsal included for such service.

b) A singer in a variety program may take part in group movement without additional compensation where such movement is an essential part of the staging of the program concerned.

c) It is agreed that where a group of singers is engaged, the dancers may lip synchronize in any number combining dancing and singing without an additional payment.

D1203 INCIDENTAL DOUBLING: An actor may do such minor singing or dancing as is an integral part of a dramatic role without additional compensation. A solo singer may speak lines or dance a few steps which are incidental to the singer's role, or a solo dancer may speak lines or do such minor singing which is incidental to the dancer's role.

D1204 ADJUSTMENTS FOR PERFORMERS IN OPERA AND MUSICAL COMEDY ROLES: A performer in a program which can be defined as opera, light opera, or musical comedy may, upon the payment of an additional fifty percent (50%) of the performer's minimum guarantee, perform in all categories according to the requirements of the role being played.

D1205 PARTICIPATION IN CROWD NOISES: Participation in crowd noises shall not be considered as doubling and is permissible without additional compensation.

DOUBLING IN-CATEGORY

D1206 SINGERS: A soloist is a singer who sings alone or steps out of a group to sing to more than sixteen (16) bars of music. A singer engaged other than as a soloist, who is required to perform outside the group for which the singer is engaged, shall be paid the following extras:

a) If such singer performs incidentally as a soloist a total of less than thirty-two (32) bars, an extra payment of fifty percent (50%) of the minimum fee for such group which shall include fifty percent (50%) additional included rehearsal;

b) If such singer performs incidentally as a soloist a total of thirty-two (32) bars or more, an extra payment of one hundred percent (100%) of the minimum fee for such group, which shall include fifty percent (50%) additional included rehearsal;

c) If such singer performs incidentally in another group of two (2) or more voices, a total of less than thirty-two (32) bars, an extra payment of twenty-five percent (25%) of the minimum fee for the group into which the singer doubles;

d) If such singer performs incidentally in another group of two (2) or more voices, a total of thirty-two (32) bars or more, an extra payment of fifty percent (50%) of the minimum fee for the group into which the singer doubles.

D1207 A singer engaged as a soloist and required to perform other than as a soloist in a group shall be paid the applicable minimum fee for such other group, in addition to the soloist fee. This shall not apply to a soloist singing a role for an opera, oratorio or musical comedy, where the soloist engages in group singing as an integral part of the role.

No additional included rehearsal shall apply in the case of doubling in-category under sub-paragraphs c) and d) of Article D1206 or under Article D1207.

D1208 DANCERS DOUBLING IN-CATEGORY: Dancers doubling in-category shall be paid the rates of the smaller group in which they perform.

D1209 GROUP DANCER DOUBLING AS SOLOIST: Where any dancer steps out of a group to dance alone to more than sixteen (16) bars of music, such dancer shall be classified as a soloist.

D1210 COMPUTING SINGERS' OR DANCERS' GROUP RATES: No performer in a major role or any member of a specialty act or chorus or choir conductor shall be considered as part of the singers' or dancers' group in determining the appropriate group rate.

ARTICLE D13

EXTRA DUTIES - SINGING OR DANCING GROUP

D1301 When any member of a singing or dancing group is requested to give additional services such as contacting performers, arranging for auditions, arranging for rehearsal, etc., the following fee for a minimum of two (2) hours will be paid: \$ 21.25

ARTICLE D14

NUDE SCENES

Where the requirements of a role involves nudity, the following conditions of Article D14 apply.

D1401 Auditions

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

- f) Such auditions will be closed and will be limited to maximum of five (5) persons who, it must be demonstrated, have a direct professional or artistic relationship to the production and to the particular Audition. No other persons will be permitted to observe the Auditions through the use of monitors or any other device that allows observation without being present. A representative of the Guild may be present in addition to the five (5) Producer representatives.
- g) No photos, filming, taping or preservation to the Audition by any means whatsoever will be permitted without the prior written consent of the performer which written consent must be provided on a form approved by the Guild.
- h) No sex acts shall be required of any performer at any audition.
- i) Performers will be required to Audition nude or semi-nude on one (1) occasion only.

D1402 Contracts

- a) The specific requirements, including but not limited to the exact nature of the nude, semi-nude or love scenes of any kind, the maximum degree of nudity, required the nature of attire (see -through clothes etc.) and any other relevant information pertaining to the scene which may reasonably be expected to give a full, true and complete disclosure of the nature of the nudity required must form part of the Performer's written contract and must be submitted to the performer in writing at least forty-eight (48) hours prior to the signing of the Performer's contract. In exceptional circumstances, when a Producer is required to replace a performer who has been previously contracted for a nude scene on short notice (i.e. within forty-eight (48) hours of said Performer's first contracted day), then the forty-eight (48) hour provision may be waived but all other conditions of Article D14 apply.
- b) Performers may refuse to do anything not specified in her contract without liability or forfeiture of any portion of the contracted fee.
- c) All Performers' contracts must contain as rider to such contracts all provisions of this Article.
- d) The minimum fee for a Background performer appearing nude in a scene shall be not less than that specified herein for an Actor but such performance shall not attract Use or Residual Fees. The minimum fee for an Actor appearing nude in a scene shall not be less than that of a Principal Actor, however, only those fees earned as a function of the Actor category shall attract Use or residual Fees.

D1403 Rehearsal and Performance

- a) With the exception of the final rehearsal for camera and lighting, there will be no rehearsing in the nude or semi-nude.
- b) During the rehearsal as in a. above and during the shooting of nude or semi-nude scenes the set will be closed to all persons (and observation by means of a monitor prohibited) except for those having a direct and proven professional need to be present.
- c) Except for continuity purposes, still photos, Polaroid's, etc. of nude or semi-nude scenes will be taken only if the performer gives prior written consent, said consent to specify the nature of the photo and planned use of said photo. Unused stills, Polaroid's, etc. and negatives of such scenes will either be turned over to the performer concerned or otherwise accounted for to the Performer's satisfaction.
- d) Clips or stills of nude or semi-nude scenes shall not be used in promotion, publicity, trailers or in the case of television in recaps of previous Episodes without the written consent of the Performer.
- e) Doubling of a performer (who did not originally perform in the nude in the Production) to create a nude or semi-nude scene in a program shall not be done without the written consent of the performer originally contracted for the role. A complete description of the scene to be doubled will be submitted to the originally contracted performer at the time of his consent to the use of a double is sought. Doubling of a performer is permitted where a performer was contracted and performed in a nude or semi-nude scene in the Production and has given general consent, provided that the use of such double is limited to the general outline of the original nude scene. The performer shall be given a right to disapprove fifty percent (50%) of the proposed body doubles presented by the Producer to the Performer.
- f) With the consent of fellow Performers, and with the consent of the director, the performer may have his personal representative on the set.
- g) Where necessary to verify contractual obligations, Performers may request to view the footage at the "fine-cut" stage of a scene in which they appear nude, semi-nude or in scenes of a sexual nature. Permission to view such footage shall not be unreasonably withheld.

ARTICLE D15

RISK PERFORMANCE

D1501 Performers shall not as a rule be required to undertake risk performances. Whenever possible, the Corporation shall engage qualified Stunt Performers to undertake such work. Performers instructed to undertake a risk or dangerous performance and who have not agreed to undertake such risk performance at the time of accepting the engagement may:

a) negotiate for an additional fee which, in any case, shall not be less than the fee for a stunt performer; or

b) refuse to perform a risk or dangerous performance not specified at the time of engagement but shall be paid fully for the engagement.

c) Notwithstanding any agreement to proceed, the parties reserve the right to review the circumstances and require that an additional fee be paid to undertake the risk performance.

d) Where a performer is injured on the set or location and unable to fulfil the engagement, such performer shall nonetheless be fully paid for the balance of the contracted fee.

D1502 UNSCRIPTED STUNTS: Unscripted stunts are those which are not called for nor contemplated by the action in the script. A performer shall not be required to perform such work. When a performer agrees to perform the stunt, a stunt performer fee shall be paid.

ARTICLE D16

STUNT PERFORMERS

D1601 Categories - The following are the categories of *Stunt Performer*

a) *Stunt Actor* - A Stunt performer who is engaged to enact a character (which may include up to ten words) and who performs Stunt work.

b) *Stunt Double* - A Stunt Performer who only performs the physical double for the character that the performer was assigned to double.

c) *ND Stunt* - A Stunt Performer who is engaged to perform a non-descript Stunt or a general Stunt, which is not attributed to a specific character.

- d) *Stunt Coordinator* - A Stunt Coordinator is responsible for the creation and engineering of Stunts and the engagement of Stunt Performers. The Stunt Coordinator must be a member of the Guild, and be an experienced and qualified Stunt Performer. In consultation with and subject to the approval of the Producer, the Stunt Coordinator is responsible for determining:
- (i) The number and category of personnel required for the Stunt;
 - (ii) The amount of Stunt adjustment that is required for each performance of each Stunt, and
 - (iii) The safety precautions that are required for each Stunt.

D1602 Fees

- a) *Stunt Fee* - Upon the actual engagement of a Stunt Performer to perform a stunt, the minimum fee shall be that of the Stunt Performer category plus any additional amount (Stunt Fee) which may be negotiated between the Stunt Performer and the Producer in relation to the difficulties, danger and other pertinent details regarding the stunt to be performed.
- b) *Stunt Coordinator* - Minimum daily fee for a ten (10) hour day shall be thirty percent (30%) in excess of the Principal Performer daily rate for an eight (8) hour day, with overtime payable at the rate of one hundred and fifty percent (150%) of the regular rate for the 11th and 12th hours and two hundred percent (200%) of the regular rate thereafter (with no Royalty or Residual Payments and no meal or turnaround penalties).
- c) *Stunt Performer* - Minimum daily fee shall be equivalent to the Principal Performer category rate (with Royalty or Residual Payments).
- d) *Stunt Actor* - Minimum daily fee shall be equivalent to the Stunt Performer category rate, plus fifty percent (50%) only on those days in which the Stunt Actor performs the role (plus Royalty and Residual Payments on those days).
- e) *Stunt Double/ND Stunt Performer* - Minimum daily fee shall be equivalent to the Principal Performer rate, subject to Article D1201 with respect to additional categories and/or roles performed (with Royalty or Residual Payments).

- f) *Performance of Same Stunt on the Same Day* - A twenty-five (25%) discount of the negotiated Stunt fee may be applicable for the re-performance of a Stunt if the same Stunt Performer, for any reason, is required to repeat the same Stunt on the same day.
- g) *Conditions for a Weekly Contract* - The engagement of a Stunt Performer under a weekly contract includes the performance in any one (1) Stunt performance category per day during a specific five (5) day week. Any additional performance in any one (1) day requires an additional contract(s).
- h) *Minimum Weekly Fees* - The minimum weekly fees are only applicable to Stunt Performers and shall be calculated on the basis of four (4) times the applicable minimum daily fee, and is understood to include performance on five (5) consecutive days. The hourly rate for Stunt Performers is calculated on the basis of the applicable minimum daily fee divided by eight (8) (hours).
- i) *Consultation for Stunt Performer* - There shall be a consultation fee of thirty percent (30%) of the daily Stunt Performer rate for which a Stunt Performer may be available for up to four (4) hours; with additional hours thereto to a maximum of eight (8) hours payable at Stunt Performer's hourly rate when called by the Producer to discuss the feasibility and/or planning and/or engineering of a Stunt. The foregoing fee will not be payable on days when such a Stunt Performer is engaged to perform such Stunt.
- j) *Consultation for Stunt Coordinator* - There shall be a consultation fee of forty percent (40%) of the daily Stunt Coordinator rate for which a Stunt Coordinator shall be available for four (4) hours, beyond which the Stunt Coordinator shall be entitled to her daily fee.
- k) *Stunt Performer Enacting Role* - Except as provided for in D1604 (d), the contracted fee for a Stunt Performer or Stunt Double shall be exclusive of any performance in a residual category (e.g. Principal Actor, Actor etc.). If the Stunt Performer, in addition to performing the Stunt, also enacts the role of the "character" involved in the stunt, (with the above noted exception for a Stunt Actor role) an additional performance fee applicable to such performance category shall be paid to the Stunt Performer.

D1603 Audition

The Producer may Audition a Stunt Performer in order to establish the suitability of the Stunt Performer for photographic reasons, or reasons relating to an acting performance. However, a performer so Auditioned shall not be required to perform the intended Stunt on a trial basis for Audition purposes.

D1604 Contract of Engagement

Prior to any stunt performance, a contract will be signed between the performer and the Producer specifying:

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

D1605 Stunt Doubling for Females and Visible Minorities

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

D1606 Creating and Engineering Stunts

The creation and engineering of a Stunt and the engagement of other Stunt Performers shall be governed by the following:

a) Actual work involved in accomplishing the Stunt including engineering and planning details, shall be satisfactory to the Stunt Performer, particularly when the performer has not been retained to engineer and/or plan the Stunt as well as perform in it.

b) In creating, performing or engineering a Stunt, a Stunt Performer may also be contracted at a negotiable fee to engage other Stunt Performers who may be known to him as a specialist in the Stunt work of the particular type required, e.g. auto crashing, Stunt work with horses, tree felling, etc. Casting of additional Stunt Performers when required shall be mutually satisfactory to the Producer and all Stunt Performers engaged for the same Stunt.

D1607 Scripted Stunts

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

A Stunt is a *non-script Stunt* when not called for, nor contemplated by the action in the script, and not pre-planned, nor pre-conceived, nor deliberately omitted for the purpose of evading this rule.

D1608 Safety and Protection of Performers

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

b) When a Production requires scripted or non-script Stunts, a Stunt Coordinator shall be engaged and present on the set where appropriate in accordance with customary industry practice. No performer without requisite training and/or experience shall be required to perform a Stunt, without an opportunity for prior consultation by the performer with such qualified Stunt Coordinator or such other individual with the requisite experience and/or expertise in the case that a Stunt Coordinator is not required.

c) Persons involved in the planning and/or execution of a Stunt shall be entitled to inspect any vehicle, mechanical device and/or equipment that is to be used in the execution of such Stunt, on the day prior to its use, provided that the equipment is available. In any event, such persons shall be granted reasonable time for such inspections. No payment shall be due for such final inspections.

d) Producers shall instruct Stunt Coordinators to notify the Local Guild Office of scripted Stunts involving non-Stunt Performers, which notice shall include the date, location and Producer involved, to the extent known.

e) The Performer's consent shall be a requisite precondition to performing Stunts or other hazardous activity. This consent shall be limited to the Stunt or activity described to the performer at the time consent was given. They do not have to agree; the performer may always request a double.

f) All reasonable requests and requirements for safety equipment in connection with the performance of Stunts shall be complied with by the Producer or the Producer's representatives on the set or location.

g) Equipment provided by the Producer (e.g. Autos, motorcycles, wagons) shall be in suitable repair for the safe and proper performance of the Stunt.

h) No performer shall be required to work with dangerous animals without qualified handler or trainer being present on the set.

i) No Stunt Performer shall be rigged with an explosive device of any kind without the presence of a qualified special effects person and a member of the police Emergency Task Force squad (or equivalent) on the set. All performers rigged with an explosive device (e.g. Squibs) shall be considered to be undertaking a Risk Performance.

j) Stunt Performers shall have the right to negotiate for additional compensation for any Stunt work required that is over and above that originally agreed.

D1609 Safety Guidelines

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

D1610 Insurance for Stunt Performers

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

D1611 Stunt Driving Guidelines

When the Producer requires any of the following conditions to occur, a vehicle driver shall qualify as a Stunt Performer;

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

ARTICLE D17

MINORS

D1701 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 a 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.

D1702 Violations

The parties acknowledge that a breach or violation of the provisions of this Article D17 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.

D1703 Conditions of Engagement

a) The Corporation shall advise the Minor's Parent(s) or Guardian at the time of engagement of the complete terms and conditions of the engagement, including, but not limited to- studio, location, estimated hours, hazardous work, special abilities required. The Producer shall furnish the Parents or Guardian with a script, plus all revisions, prior to shooting.

b) The Producer is required to provide special notification of night shoots (i.e. Between 7.00 p.m. and 6.00 a.m.), and/or performances where a Minor is asked to perform activity with a level of physical proficiency or other physical skill superior to that of the average Minor.

c) If not notified at the time of contracting, a Parent or Guardian responsible for the Minor shall be notified at least forty-eight (48) hours in advance when the Minor will be asked to perform work requiring superior physical skill. In the event that forty-eight (48) hours notice cannot be given, the Minor shall not be required to perform work requiring superior physical skill unless the Minor's Parent or Guardian consents, such consent not to be reasonably withheld. In such instances, notice shall be given to the Guild.

d) In case of work requiring superior physical skill, a description of the activity required will be provided in the Minor's contract (if known at the time of contracting).

e) In case of night shoots, thirty (36) hours notice shall be provided to a Parent or Guardian responsible for the Minor, subject to the exigencies of production. In the event that less than thirty-six (36) hours notice is provided, such notice shall be provided to the Minor's Parent or Guardian and the Guild.

D1704 Parental Responsibilities

a) The Parent or Guardian shall familiarize himself with the requirements of the role as described in the script or otherwise disclosed to the Parent or Guardian.

b) The Parent or Guardian shall disclose, in writing, any medical history or condition or any attitudinal or psychological condition of which the Parent or Guardian is aware which might foreseeably interfere with, or have an impact on, the Minor's ability to carry out the role for which the Minor is being considered.

c) For Minors ten (10) years of age and older, the Parent or Guardian shall execute and deliver, with the contract, an Emergency Medical Authorization enabling the Producer to obtain emergency medical treatment for the Minor in the event the Parent or Guardian cannot be located immediately when such treatment is required.

D1705 Work Day and Rest Periods

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

b) For Minors under twelve (12) years of age, overtime is forbidden.

c) For Minors aged twelve (12) to fifteen (15), a maximum of two (2) hours per day of overtime may be permitted, provided that in the event that a minor is required to work a cumulative maximum of four (4) hours of overtime three (3) consecutive days, the Minor shall not be required to work any overtime on the immediately following day, unless the Parent or Guardian consents. Such Minors shall be given rest periods of not less than twelve (12) hours between the end of one work day and the beginning of the next work day.

d) For Minors under age of twelve (12), there shall be a rest period of not less than twelve (12) hours between the time the Minor arrives at his home (or place of accommodation, while at a Distant Location) and the time that the Minor leaves for the set for the next call.

e) When the Producer is required to provide transportation, best efforts shall be made for Minors to leave the set within thirty (30) minutes of the end of the Minor's working day. The Producer shall ensure that transportation home (or place of accommodation) is provided for any Minor wrapped after dark.

D1706 Minimum Call

The minimum call for a Minor under the age of twelve (12) shall be four (4) hours. The minimum fee for such four hours be one-half (1/2) the minimum daily fees for eight hours provided in this agreement. In all Drama programs, if the call extends beyond four (4) hours, the call will automatically convert to eight (8) hours.

D1707 Time before Camera, or Rehearsal

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

2 years and under:	15 consecutive minutes (minimum break 20 minutes)
3 to 5 years	30 consecutive minutes (minimum break 15 minutes)
6 to 11 years (Children's programming)	10 minutes break for every 45-minutes worked (no more than 60 minutes before the camera)
6 to 11 years (All other programming)	45 consecutive minutes (minimum break 10 minutes)
12 to 15 years	10 minutes break for every 60-minutes worked (no more than 90 minutes before the camera)

D1708 Presence of Parent

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

b) A Parent or Guardian of a Minor ten (10) or older shall have the right to be present at all times when their child is working. The Parent or Guardian shall advise the Producer if and when he or she will be present. When the Parent or Guardian is not present, a responsible Chaperon (not less than eighteen (18) years of age) shall be appointed by the Parents or Guardian 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.

d) The Producer shall bear the travel expenses and per diem of one (1) Parent or Guardian accompanying a Minor to a Distant Location. The amounts of such travel expenses and per diem shall be equivalent to those paid to a performer under this Agreement. With respect to performers aged sixteen (16) and seventeen (17) who are living with a Parent or Guardian, such performer shall have the right to travel to a Distant Location with a mutually agreed Chaperon provided by the Producer, unless the performer's Parent(s) or Guardian consents in writing to such performer travelling alone.

D1709 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 or Guardian believes the Minor is in such a situation. Where a Minor is engaged to perform subject matter which the Corporation and the Parent or Guardian 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.

D1710 Minor's Co-ordinator

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

D1711 Tutoring

a) Where a Minor who normally attends school is required to work during school time, the Parent or Guardian, unless the Producer undertakes to do so, shall consult the Minor's school principal or regular teacher prior to commencement of work. The Producer shall institute the measures for tutoring that the Minor's principal or teacher propose. The cost of the Tutor will be borne by the Producer.

b) Where a Minor is engaged in a Production, such that he is required to miss at least three (3) days of regular school in a given school week, or at least nine (9) days of regular school in a school year over the course of a Production, the Producer agrees to employ a Tutor to be present during the Minor's work day from the first day of such engagement.

c) Notwithstanding the foregoing, in the event that at the time of contracting, the production schedule is such that the Producer is not required to employ a Tutor in accordance herewith, but the production schedule is subsequently changed such that the Minor is required to miss, or actually misses, at least (3) days of regular school in a given school week, or at least (9) days of regular school in a school year over the course of a Production, then the Producer shall only be obligated to employ a Tutor from such date on a non-retroactive basis, subject to the producer instituting those measures for tutoring proposed by the Minor's principal or teacher.

d) Tutors will be properly qualified. The Guild shall advise the Parent or Guardian to consult with the Minor's school and secure the Minor's regular school assignments and school books which will be used by the Minor and the Tutor.

e) When tutoring is required, the Minor shall have access to the Tutor during the work day when the Minor is not required to work.

D1712 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 11.00 p.m. without the consent of the Parent or Guardian.

D1713 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.

D1714 Onerous Conditions

The Corporation agrees that Minors shall not be called upon to work under onerous conditions.

D1715 Notice to ACTRA

One 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.

D1716 **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 D18

WORKING ENVIRONMENT

D1801 DRESSING ROOM AND SANITARY PROVISIONS

a) The Corporation will continue to make adequate provision for the safety and comfort of performers during their engagement. Without limiting the generality of the foregoing, the Corporation shall provide -

- (i) a supply of drinking water;
- (ii) a suitable seat for each performer during rest periods;
- (iii) a stretcher or a cot of a type suitable for use as a stretcher;

(iv) dressing room facilities where male and female performers may separately change their clothing in privacy and comfort. A performer may not be asked to change in a public washroom unless it is closed to the public at the time the performer is required to change. A performer will at no time be asked to change in unsanitary facilities.

(v) separate dressing room facilities for minors of each sex;

(vi) first aid kits at the production site;

(vii) a place of safekeeping (such as a locker room or locked box) for the proper maintenance during working hours of the performer's personal effects. The Corporation shall be responsible for damage to, or loss of the performer's wardrobe or property, unless such facilities are provided.

(viii) clean and accessible toilets and washrooms.

b) An accredited representative of **ACTRA** shall be provided access to each production site with the permission of the producer or his deputy. Such permission shall not be unreasonably withheld.

D1802 a) **Safety Provisions - Dancers:** Performers engaged to perform in ballet productions will not be required to perform on concrete or marble floors. Wood floors will continue to be provided in rehearsal studios and in production studios.

b) In Corporation productions, when dancers are involved in modern, jazz, or ballet, the performers involved will be entitled to a warm-up period within their scheduled call.

D1803 The Corporation shall provide for the use of Performers, clean and comfortable facilities (such as dressing rooms in studios and either trailers or Winnebagos on location) with reasonable temperature and adequate amount of space and an easily accessible smoke-free area.

D1804 Clean Air: Whenever fire, fog, smoke or other airborne special effects are use, the Corporation will provide a room where Performers may breathe clean air when they are not required on the set.

D1805 Inclement Weather: No performer will be required to be exposed to inclemency or extremes of weather for unreasonably long periods of time. During intemperate or inclement weather, Performers will be allowed a rest period of not less than ten (10) minutes per hour when they will be able to seek shelter from the elements, provided that completion of the shot shall not be considered a breach of this Article.

ARTICLE D19

GENERAL CONDITIONS APPLICABLE TO ALL RECORDINGS

- D1901 CONTINUOUS RECORDING OF PROGRAM: For the purpose of obtaining a continuous recording of any program, the performers undertake to repeat portions of the program immediately following the complete performance, in which case payment shall be at the rate of one (1) full additional work hour according to the category of service performed.
- D1902 RE-RECORDING OF PROGRAM: A recording of a live program or portion thereof may be re-recorded in order to make adjustments necessitated by mechanical failure or to correct failures in performance, provided that such re-recording is done not later than fourteen (14) days after the broadcast of the live program and at a time that does not conflict with the bona fide prior commitments of the performers involved in such re-recording. If only a portion of the program is thus re-recorded, the performers involved shall be entitled to compensation in half-hour segments for the time for which they are called for such re-recording (but in no event for less than one (1) hour, at an hourly rate of pay equal to three (3) times the additional work rate). If the entire program is thus re-recorded, the performers involved shall be entitled to one-half the applicable minimum guarantee, and if they are required to work preparatory to the making of such re-recording, they shall be entitled, in addition, to compensation in half-hour segments for the time spent in rehearsing at the additional work rate.
- D1903 COMMERCIALS ON SEGMENTED PROGRAMS: When programs are sold in segments, performers rendering services in the commercial message portion of a segment shall be entitled to compensation based on the length of the segment during which they rendered services. In the case of performers rendering such services on two (2) or more segments, the overall length of the program shall govern the minimum rate applicable.
- D1904 SIMULCAST: Performers engaged for a simulcast shall be entitled to the applicable minimum radio rates and conditions in addition to the program fee.
- D1905 WORK TIME RATE: All performers shall be paid for additional work time at the appropriate additional work time rate for their category. Work time shall be computed in half-hour segments for each half-hour or part thereof.

D1906 In the event that performers are required by the Corporation to return for re-takes or added scenes following the completion of the regular schedule of work, the performer shall be obligated to work on such re-takes, or added scenes provided such engagement does not conflict with a prior commitment made by the performer. The performer shall be paid the original pro-rata contract rate for such day of work. Should there be a conflict of engagements, the Corporation shall:

a) re-schedule work to permit the performer to keep prior commitments; or,

b) compensate the performer to the extent of the loss incurred by the performer in the event the performer is able to withdraw or postpone the conflicting prior commitment.

ARTICLE D20

LIP SYNCHRONIZATION AND POST-SYNCHRONIZATION

D2001 Performers required to do lip or post-synchronization pertaining to the same role on a production in the course of a working day may do such work without additional compensation.

D2002 Performers engaged to provide lip synchronization shall be engaged as Off-camera Performers, and paid in accordance with the rates provided in Section E. Performers may provide lip synchronization for more than one performer in a single session.

D2003 When a program is dubbed from one language to another language, such work will not be done under this Agreement.

SECTION E - RATES

ARTICLE E1

MINIMUM FEES

E101 APPLICATION

The parties agree to apply this Section to all productions except for those programs that fall under the definition of "Children's Programs" as defined in Article B209 of this agreement.

E102 The following terms and conditions will apply to programs produced under this section:

a) Minimum call for Drama programs will be eight (8) hours except in the case of minors and off-camera performers.

b) Minimum call for all other programs, and for all minors and all off-camera performers, will be four (4) hours.

c) For background performers, minimum call will be five (5) hours for any engagement.

d) For series, daily fees will be calculated based on the minimum fee per episode or the minimum fee per day of production, whichever is greater.

e) Except for programs being broadcast live-to air, the minimum payment to performers will include prepayment of at least one (1) additional twenty-four (24) hour broadcast window, unless another prepayment option has been selected.

f) Further residual payments based on the base fee.

g) In the event performers in a program are contracted for different prepayment options, current administrative practices with regard to the payment of royalties will continue.

E103 Rates are contained in **Rate Schedule 1**.

ARTICLE E2

MINIMUM FEES - CHILDREN'S PROGRAMMING

E201 APPLICATION

The parties agree to apply this Section to those programs that fall under the definition of "Children's Programs" as defined in Article B209 of this agreement.

E202 The following terms and conditions will apply to programs produced under this section:

a) Payment to performers will include either a three (3) year or a seven (7) year prepayment for CBC use.

b) Minimum call for performers in Children's programs will be four (4) hours (except for background performers who shall have a five (5) hour minimum call).

c) In a series, daily fees will be calculated based on the minimum per episode or the minimum per production call, whichever is greater.

d) The base rate for purposes of residuals will be as per the appropriate non-Children's base for the category of engagement.

e) In the event of a program sale, performers will share ten percent (10%) of gross distributor's receipts.

f) Any performer whose services on a program series are renewed for the same services will be contracted for no less a total fee than under the previous contract.

E203 Rates are contained in **Rate Schedule 2**.

ARTICLE E3

MISCELLANEOUS RATES

E301 CHOREOGRAPHER:

<u>LENGTH OF PROGRAM</u>	<u>PERFORMANCE FEE</u>
30 minute program -	\$970.33
60 minute program -	\$1,598.16
60 minute special -	\$2,568.49
90 minute special -	\$3,818.16
15 minute insert in specials or other programs -	\$680.89

E302 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.

E303 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:

Per hour or part thereof: **\$92.28**

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

Per program: **\$232.58**

E304 Themes, Program Introductions, Closing: Assignments of the nature of themes, opening and/or closing signature, four (4) hours' included time:

Minimum Guarantee for Each Thirteen (13) Uses

On-camera: **\$394.94**

Off-camera and group singers **\$197.36**

E305 The following provisions will apply to performers who appear on camera and "mime" to songs pre-recorded by other performers:

a) this article only applies to Variety programs;

b) this article only applies to groups of 12 or more;

c) this article only applies to performers who are not individually featured;

d) Performers meeting the above criteria will be engaged as special business background performers;

e) In addition, performers will receive at least two (2) hours of paid rehearsal time in addition to the minimum call;

Anyone performing this activity not falling in the above criteria will be engaged as actor.

E306 DRY REHEARSAL/PERFORMANCE SCRIPT DEVELOPMENT WORKSHOP (4 hour
minimum call)

<u>CATEGORY</u>	<u>PER HOUR</u>
Principal performer -	\$40.58
Group singers and dancers three (3) or four (4) -	\$32.15
Actors, singers and dancers, five (5) or more -	\$27.05
Special skill background performer -	\$17.27
Special business background performer -	\$16.28
General background performer -	\$13.84

OVERTIME RATE: Time and one-half dry rehearsal hourly rate for all hours worked in excess of eight (8) on any one (1) day.

ARTICLE E4

OUTSIDE PERFORMANCES (PICK-UPS)

- E401 Pick-ups shall be defined as the live broadcast, and/or taping, recording, or preserving by any means whatsoever in a manner suitable for subsequent broadcast, of any live performance in any theatre, night-club, concert hall, circus or studio or location and any other places where performances are taking place.
- E402 Such pick-ups shall, in all cases -
- a) require the consent of the performers concerned prior to any taping, recording or live broadcast;
 - b) require the Corporation to contract with the performers for such filming, taping etc. In the case of choirs, excluded under Article A202, the Corporation will be required to contract only ACTRA Performers Guild members. The rates being contracted shall be not less than the provisions of this agreement.
- E403 a) Notwithstanding the above, pick-ups may be broadcast without payment to performers under any of the following conditions.
- (i) The pick-up is being broadcast in a news or magazine program
 - (ii) The pick-up is being used in a program, which is focusing on an upcoming television, theatrical or stage productions, and which includes clips from the production, interviews, etc. An example of this type of program would be a "MAKING OF ..." program.
 - (iii) The pick-up is being used in a promotional program which features clips and pick ups dealing with the CBC and/or the entire Canadian entertainment industry
 - (iv) The pick-up is being used for the promotion of the performers or the performance, or because of the newsworthy nature of the performers or the performance
- The parties agree that these provisions will not apply to documentary programs as defined in Article B214 of this agreement. The parties further agree that the application of this article to programs covered by (ii) and (iii) above will only extend to current or upcoming programs or performances.

b) The consent of the performers must be secured and **ACTRA** must be informed Each pick-up may be up to two (2) minutes or less in length and no more than one (1) such pick-up may be used per production nor more than three (3) such pick-ups in any thirty (30) minute period. However, with the permission of performers, length of pick-up can be four (4) minutes (five (5) minutes, or the length of one (1) song whichever is shorter in the case of musical excerpts), and limitation on number of pickups may be lifted. Each performer featured in such pick-up shall receive either an audio or visual credit.

ARTICLE E5

PAYMENT FOR PUBLICITY AND PROMOS

E501 Performers taking part in live or recorded promos, used either as cut-ins and/or spots, for programs shall be paid for their participation in the promos at the rate of: \$ 134.60, for which two (2) hours rehearsal shall be included, with 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.

E502 PROMOS FOR THEMES, PROGRAMMING IN GENERAL: Performers engaged in promos which are not intended to promote a specific program shall be paid: **\$113.64** for production as a work session fee, which includes two (2) hours' work. Additional hours shall be paid at the applicable hourly rate. The following use fees shall apply to each promo produced during the session:

for each thirteen (13) weeks or part thereof - **\$340.31**

or, in the alternative, a pre-paid fee for each one (1) year period of use - \$ 327.10

ARTICLE E6

OPTIONS FOR PREPAID USE

E601 At its option, the Corporation may acquire the noted release rights, provided such rights are exercised at the time of contracting except in the case of theatrical release which may be exercised at any time.

a) Theatrical Release. Upon payment of twenty-five percent (25%) of the performer's base fee, the Corporation shall be entitled to unlimited world use theatrically.

b) Foreign Free Television Release. Upon payment of seventy-five percent (75%) of the performer's base fee, the Corporation shall be entitled to distribute a program for free television use anywhere outside Canada for a period of seven (7) years. Further seven (7) year periods may be purchased on payment of a further seventy-five percent (75%).

c) Re-broadcast on the CBC Upon pre-payment of the amounts detailed below, the Corporation will be entitled to rebroadcast rights as specified:

(i) one (1) additional CBC twenty-four (24) hour broadcast window upon prepayment of an additional thirty percent (30%) of the performer's base fee;

(ii) two (2) additional CBC twenty-four (24) hour broadcast windows upon prepayment of an additional forty percent (40%) of the performer's base fee;

(iii) three (3) additional CBC twenty-four (24) hour broadcast windows or unlimited use of the program on the CBC for a period of one (1) year of upon prepayment of an additional fifty percent (50%) of the performer's base fee;

(iv) four (4) additional CBC twenty-four (24) hour broadcast windows or unlimited use of the program on the CBC for a period of three (3) year of upon prepayment of an additional seventy-five percent (75%) of the performer's base fee;

(v) unlimited use of the program on the CBC for a period of seven (7) years upon payment of an additional one hundred percent (100%) of the performer's base fee. This option is renewable with the permission of the performer.

d) Unlimited Release Rights (All Markets Excluding Theatrical). Upon payment of one hundred and twenty-five percent (125%) of the performer's base fee, the Corporation shall be entitled to distribute a program in all countries of the world, in all media except theatrical, for a period of seven (7) years in each defined market. Further seven (7) year periods may be purchased on payment of a further one hundred and twenty-five percent (125%) of the performer's base fee.

- E602 Twenty-four (24) hour broadcast windows can be upgraded to forty-eight (48) hour broadcast windows upon payment of a premium of fifteen percent (15%) of the performer's total fee (total fee defined as base fee plus the prepayment option exercised).
- E603 Calculation of Pre-Paid Use Period. The period for broadcast use will be from the date and time of first Canadian domestic use; all other uses will be from the date of first release in any market, cable, Pay-T.V., video cassette, etc.
- E604 Except for programs being broadcast live-to-air, minimum payment to performers will include the exercise of a prepayment option under Article E601(c) or Article E601(d). The minimum prepayment will be one (1) additional twenty-four (24) hour broadcast window.
- E605 In the event performers in a program are contracted for different prepayment options, current administrative practices with regard to the payment of royalties will continue.
- E606 Notification and Identification
- a) The Corporation shall notify the performer and ACTRA in writing of its intention to exercise prepayment options.
 - b) Full prepayments will be issued within thirty (30) days of such notice.

ARTICLE E7

DISTRIBUTION RIGHTS, RESIDUAL FEES AND

ADDITIONAL RIGHTS FOR NON-DOCUMENTARY PROGRAMS

(Applicable to all performers -- except performers in dramatized and variety portions -- excluding background performers, stand-ins and understudies)

E701 NON-DOCUMENTARY FILMS

a) The Corporation may produce a theatrical film upon payment of the minimum fees provided in this Article. Upon payment of such fees, the Corporation shall be entitled to unlimited theatrical distribution plus unlimited non-theatrical rights.

b) Where the theatrical film is subsequently used on television, the Corporation shall pay thirty-five percent (35%) of the performer's total contracted fee, excluding overtime and penalty payments for the first domestic free television play. All other uses shall be paid according to appropriate Article.

ARTICLE E8

DISCOUNTS

E801 WEEKLY RATES: A twenty percent (20%) discount on the minimum daily rate is applicable only when no less than five (5) consecutive days of work are guaranteed in the performer's contract.

E802 SINGLE PICTURES - THREE (3) CONSECUTIVE DAYS' GUARANTEE:

A ten percent (10%) discount on the minimum daily rate is applicable only when a contracted performer is guaranteed three (3) consecutive days of work on a film a half-hour or more in length.

E803 A 30% discount for three programs or more per day for a) game, talk, cooking or similar skill or craft oriented programs (30 minutes or less); or b) any program which is 15 minutes or less will apply.

DISCOUNTS APPLICABLE TO ALL PROGRAMS

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

E804 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.

E805 FREQUENCY DISCOUNTS: The original fees are also subject to discounts 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 a written contract: 5% discount

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 a written contract - 10% discount

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 a written contract: 15% discount

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 a written contract: 20% discount

E806 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% discount |
| b) Four (4) or five (5) occasions per week | 10% discount |
| c) Six (6) or seven (7) occasions per week | 15% discount |
| d) Eight (8) or more occasions per week | 20% discount |

E807 MAXIMUM DISCOUNTS: It is agreed that in no case shall the total discount exceed forty percent (40%).

E808 In the event that a frequency and/or multiple discount has been applied and the program is cancelled, the fee paid to the performer will be adjusted to the appropriate minimum rate for the work performed.

E809 DISCOUNTS APPLICABLE TO SERIES CONTRACTS - ONE-HALF HOUR THIRTEEN (13) EPISODES: PROGRAMS,

a) Contracts for Engagement in a Series of One-Half Hour Television Programs:

The performer shall be guaranteed engagement in a group of not less than thirteen (13) episodes to be produced within a period of not more than thirteen (13)

consecutive weeks. If a pilot program in which the performer was engaged is included in the first group, the guarantee for such first series need be for a group of only twelve (12) episodes, to be made within twelve (12) weeks.

b) A thirty percent (30%) discount on the minimum daily rate is applicable upon guarantee to the contracted performer that the engagement will be for not less than thirteen (13) weeks.

c) Unless otherwise provided in the performer's individual contract with the Corporation, the Corporation shall have the right to intermingle episodes and require the performer to work in more than one (1) episode on any day and during any week of engagement.

d) If more than thirteen (13) episodes are produced in a thirteen (13) week period as provided above, the Corporation shall not credit the excess number of episodes against the minimum obligation of the Corporation against the next group of episodes. The performer shall be paid for each additional episode in accordance with the episodic rate specified in the performer's individual contract.

e) Where more than thirteen (13) work weeks are required to produce thirteen (13) episodes, the time beyond thirteen (13) work weeks shall run continuously and consecutively, and the performer shall be paid an amount that is equivalent to the performer's episodic rate or fee for each week beyond thirteen (13) weeks or the applicable pro-rata rate for each day or part thereof beyond thirteen (13) weeks. The pro-rata rate for each day shall be computed by dividing the episodic rate or fee by five (5).

E810 DISCOUNTS APPLICABLE TO SERIES CONTRACTS - ONE (1) HOUR PROGRAMS - THIRTEEN (13) EPISODES:

Contracts for Engagement in a Series of One-Hour Television Programs:

a) The performer shall be guaranteed engagement in not less than thirteen (13) episodes, to be produced within a period of not more than seventeen (17) weeks. If a pilot program in which the performer was engaged is included in the first series, the guarantee for such first series need be for only twelve (12) episodes, to be made within sixteen (16) weeks.

b) A thirty percent (30%) discount on the minimum daily rate is applicable upon a guarantee to the contracted performer that the engagement will be for not less than thirteen (13) episodes, to be produced within a period of not more than seventeen (17) weeks.

c) Whenever a weekly rate is required, such rate shall be deemed to be five-sixths (5/6) of the episodic guarantee referred to in b) above.

d) Whenever a daily rate is required, such rate shall be computed by dividing the weekly rate by five (5).

e) Unless otherwise provided in the performer's individual contract, the Corporation shall have the right to intermingle episodes and require the performer to perform in more than one (1) episode on any day and during any week of employment.

f) If more than thirteen (13) episodes are produced in a period of seventeen (17) weeks, as provided above, the Corporation shall not credit the excess number of episodes against the minimum obligation of the Corporation against the next group of episodes. The performer shall be paid for each additional episode in accordance with the episodic rate specified in the performer's individual contract.

g) Where more than seventeen (17) weeks are required to produce thirteen (13) episodes, the time beyond seventeen (17) weeks shall run continuously and consecutively, and the performer shall be paid the weekly rate as provided in c) above for each week beyond seventeen (17) weeks or the performer's daily rate, as provided in d) above, for each day beyond seventeen (17) weeks.

ARTICLE E9

INSURANCE AND RETIREMENT

E901 **Insurance:** The Corporation shall contribute an amount equal to **four percent (4%)** of the gross fees of each performer who is a member of **ACTRA** for insurance purposes. Insurance payments will not be paid on behalf of deceased persons.

E902 **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.

E903 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.

E904 **Non-Members:** The Corporation shall pay to the 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.

E905 All deductions, contributions and payments as required under this Article shall be payable by cheque to the ACTRA Fraternal Benefit Society and mailed to 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.

E906 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.

E907 For the purposes of this Article, "gross fee" means fees for services and time provided to the Corporation, and all use and re-use fees provided in this Agreement, 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.

E908 For the purpose of this Article contributions and deductions for non-Canadians working under the provisions of Section E shall be based on the base fee.

E909 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.
- d) With respect to Non-Member Equalization Payments and Deductions received by ACTRA Fraternal Benefit Society and the UBCP, the Society and the UBCP shall each retain an amount equal to 10% of the Gross Fees received, and the balance shall be remitted to ACTRA.

NOTE: ALSO SEE ARTICLE A1302 ("ADMINISTRATION FEE")

SECTION F - RE-USE

ARTICLE F1

RE-USE OF PROGRAMS

F101 RE-USE OF PROGRAMS:

Single re-use fees are payable upon expiry of original contracted use. - Any original contracted use will not count as single re-uses in calculation of applicable re-use rate. Re-use fees shall be based on the base fee, which is the original fee paid exclusive of prepayment option exercised. Payment of a single re-use fee will purchase one (1) twenty-four (24) hour broadcast window.

- a) First and Second re-use are payable at 30% of base fees per re-use.
- b) Third and Fourth re-use payable at 25% of base fees per re-use.
- c) Fifth and subsequent re-use payable at 10% of base fees per re-use.

F102 Payment of Re-use Fees: Payment for the first re-use shall be made by the Corporation to the performers within thirty (30) days after the first re-use occurs. In the case of a television series, it is understood that the Corporation must pay residuals to the performers of each episode within the above time limit after the re-use of such episode in which they appear.

Subsequent re-use residual payments shall be made on the same basis within thirty (30) days after each additional re-use occurs.

Upon written notice to **ACTRA** for on-camera performers, the Corporation may elect to compute re-use compensation for not less than two (2) re-uses by prepaying performers the above appropriate scale of percentages, less a one-third (1/3) discount for such prepayment.

F103 Excerpts: Payment for excerpt re-use will be as per Article F2 of this Agreement.

F104 Program "Stripping": If a series not originally broadcast on a daily basis is reused on off-prime time at the rate of 3 to 5 episodes per week, reuse may be paid as per this Article. In this case, the reuse rate will be:

a) For programs from three (3) to seven (7) years since date of original broadcast - fifteen percent (15%) of the total original gross fee (exclusive of any prepayment option exercised) with a minimum payment of fifteen percent (15%) of the current daily base rate based on the original category of engagement.;

b) For programs seven (7) years or more since date of original broadcast - ten percent (10%) of the total original gross fee (exclusive of any prepayment option exercised) with a minimum payment of ten percent (10%) of the current daily base rate based on the original category of engagement.

With the express permission of **ACTRA** and the performers involved, the terms of this Article may be applied to programs less than three (3) years from broadcast.

For purposes of this Article, prime time shall be defined as the period between 7.00 p.m. and 11.00 p.m.

F105 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 Performers Guild, payment will be made by the Corporation to a fund to be maintained by ACTRA Performers Guild. Such payment will satisfy the Corporation's obligations under this article. In the case where permission of a performer for use or re-use is required under this agreement, and the performer cannot be identified or located by the Corporation, **ACTRA** will attempt to identify and/or locate such performer. If **ACTRA** is unable to identify and/or locate such performer prior to such use and re-use, **ACTRA** shall grant such permission, on behalf of the performer, and payment shall be made to the ACTRA Performers Rights Society in trust.

ARTICLE F2

EXCERPTS AND RESTRUCTURED RE-USE

F201 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 either the written consent of the performers involved or the consent of the local branch of **ACTRA**. 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 either sixty percent (60%) of their original fee(s) or no less than the current minimum rate for the new program length based on their original category of performance, whichever is greater.

c) Where the material is used in existing form but incorporated into a program containing new and/or additional material, which is not part of the same series, performers shall be paid as per Article F203 ("Excerpts").

d) 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.

e) The above fees shall be considered as original fees, and the Corporation shall be entitled to use according to Article C9. Additional uses of the program shall be paid at the appropriate amounts provided in this Agreement.

F203 EXCERPTS: The use of excerpts from one (1) program for use in another shall require the prior permission of the performers involved or that of **ACTRA**. If such prior permission has not been obtained, the excerpt may not be used.

The following conditions shall apply to the use of excerpts: -

Payment to performers for the use of a program excerpt shall be as follows:

- a) The length of the excerpt (in minutes);
- b) multiplied by the current daily rate for the original category of engagement;
- c) divided by thirty (30).

Notwithstanding the above, the minimum payment to a performer for the use of a single excerpt will be the current two (2) hour work time rate for the original category of engagement

The provisions of Article C9 (Use of Recordings), Article E6 ("Options for Pre-paid Use") and Article G1 ("Royalty Payments for Further Use") will apply to excerpt use under this article.

F204 a) NEWS/PROMOTION

Notwithstanding F203, the Corporation may excerpt up to two (2) minutes of a program 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 the performance, or because of the newsworthy nature of the performers or performance. With the permission of the performer involved, and upon notification to the Guild Branch, the time limit may be extended from two (2) minutes to four (4) minutes. There shall be no more than three (3) such excerpts of different programs in any thirty (30) minute period.

This Article will apply to the use of CBC program material outside the CBC, provided that the outside producer/broadcaster agrees in writing to utilize such material in a manner consistent with the terms of the CBC/ACTRA Performers Guild Agreement.

b) DRAMA

Notwithstanding (b) and (c) above, in the event that the excerpt (not more than one (1) minute in length) is taken from an episode in a dramatic series, and used in a subsequent episode within the same dramatic series, performers who do not portray continuing roles in such series, who appear in such excerpts, shall be paid not less than five percent (5%) of the applicable daily rate based on the original category of engagement.

F205 a) Excerpts may be broadcast without payment to performers under any of the following conditions:

- (i) The excerpt is being broadcast in a news or magazine program.

(ii) The excerpt is being used in a program, which is focusing on an upcoming television, theatrical or stage productions, and which includes clips from the production, interviews, etc. An example of this type of program would be a "MAKING OF ..." program.

(iii) The excerpt is being used in a promotional program which features clips and pick ups dealing with the CBC and/or the entire Canadian entertainment industry.

(iv) The excerpt is being used for the promotion of the performers or the performance, or because of the newsworthy nature of the performers or the performance.

The parties agree that these provisions will not apply to documentary programs as defined in Article B214 of this agreement. The parties further agree that the application of this article to programs covered by (ii) and (iii) above will only extend to current or upcoming programs or performances

b) It is a condition of this Article that the consent of the performers must be secured and **ACTRA** must be informed Each excerpt may be up to two (2) minutes or less in length and no more than one (1) such excerpt may be used per production nor more than three (3) such excerpts in any thirty (30) minute period. However, with the permission of performers, length of excerpt can be four (4) minutes (five (5) minutes, or the length of one (1) song whichever is shorter in the case of musical excerpts), and limitation on number of excerpts may be lifted. Each performer featured in such excerpt shall receive either an audio or visual credit.

c) This Article will apply to the use of CBC program material outside the CBC, provided that the outside producer/broadcaster agrees in writing to utilize such material in a manner consistent with the terms of the CBC/ACTRA Performers Guild Agreement.

F206 Notwithstanding the provisions of Article E502, the following terms and conditions will apply to Archival Projects (such as 30 second to 60 second pieces consisting of previously broadcast program material):

a) Permission of all performers in residual categories is required.

b) Performers will be paid two (2) hours at the current base work time rate (based on the original category of performance) which will provide the Corporation with a single broadcast of the promo.

c) Prepayment options as per Article E6 ("Options for Pre-paid Use") will apply.

d) Payment of the above noted fee will allow multiple excerpts in the same promo featuring the same performer.

e) If a single performer appears in more than fifty percent (50%) of the promo, s/he will receive double payment.

F207 RELEASE OF PROGRAMS THAT HAVE BEEN RE-EDITED: In the event that the Corporation wishes to release or repeat either domestically or in a foreign market, a program which, by reason of its length, would not be suitable for such a release unless a re-edited version is made available, it is agreed that the Corporation will negotiate with **ACTRA** the applicable terms. The Corporation agrees that prior to any commitment releasing a re-edited version of a program, the Corporation shall:

a) Advise **ACTRA** of its intent to release the program;

b) Negotiate with **ACTRA** fees to be paid to the performers involved in the re-edited version of the program;

c) Stipulate the precise form of use for which payment is made.

ARTICLE F3

NEWSWORLD

F301 In 1989, the CBC will provide a National English Language news and information specialty service. This satellite to cable service will be available to cable T.V. affiliates on an optional basis for distribution on the basic service. In light of this new service, the parties have agreed to the following special provisions for the engagement of performers for this service and for the reuse of material from the main CBC service.

F302 MATERIAL CONTRACTED ORIGINALLY FOR NEWSWORLD

a) Where a performer is contracted originally for work on NEWSWORLD, all of the provisions of the Agreement shall apply.

b) Upon payment of the contracted fee, the CBC is entitled to unlimited use on NEWSWORLD for a period of sixteen (16) consecutive days from the first use. For use beyond sixteen (16) days, a repeat fee as provided below shall be payable.

F303 REUSE OF MATERIAL

When material originally produced for the main CBC service is used on NEWSWORLD, or when material originally produced for NEWSWORLD is reused beyond the sixteen (16) day entitlement provided above, the following rates shall be paid: 20% of the original contract fee

Use entitlement - sixteen (16) consecutive days unlimited use from the date of first use or reuse on NEWSWORLD.

F304 APPLICABILITY OF EXISTING PREPAYMENT OPTIONS

When the CBC has exercised the provisions of Article E601 (c) (iii) (1-year CBC window); E601 (c) (iv) (3-year CBC window); E601 (c) (v) (7-year CBC window); or E601 (d) of the Performer Agreement, such rights shall include distribution on NEWSWORLD.

F305 USE OF NEWSWORLD MATERIAL ON MAIN SERVICE

In the event program material produced originally for NEWSWORLD is used on the main service, the appropriate step-up fee for that service to performers shall be paid for each broadcast window. When the material is distributed beyond the CBC, the normal distribution Articles shall apply in all respects.

The parties agree that this service is a new concept for Canadian television and it is difficult at this time to predict accurately the evolution of CBC NEWSWORLD and the pattern of use of these materials.

The parties agree they will not regard these special provisions as precedent setting when renegotiating.

In addition, a side letter will be signed which provides that, for previously produced material, use on NEWSWORLD shall be covered by the above reuse percentage based upon the minimum fee for the contract provided that the agreement of the individual performer shall be obtained prior to the use on NEWSWORLD.

SECTION G - FURTHER USE

ARTICLE G1

ROYALTY PAYMENTS FOR FURTHER USE

- G101 This article will apply to all uses of CBC programming other than use of a program by CBC Television on any of its English and/or French language stations, networks and/or affiliated stations.
- G102 The provisions of this Article shall apply to any distribution of a program beyond the markets outlined in Section F and Article G2, except where the Corporation has exercised the prepayment options. In cases in which the prepayment option provided by Article E6 has been used, the royalty shall apply after the expiry of the seven (7) years period.
- G103 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.
- G104 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**.
- G105 DEFINITIONS OF FURTHER USE MARKETS: For the purposes of this Agreement, the following definitions shall apply --
- a) (i) Video compact devices for sale or rent to the public. A video compact device is any audio-visual device or other similar device containing a program (recorded on film, disc, tape or other material) and designed for replay on a home-type television screen. This section does not apply to the use of a video compact device for exhibition of a program by a television broadcast station,

theatrically, pay and/or cable T.V. or other uses covered elsewhere in this Agreement.

(ii) Sale or licensing for transmission by satellite.

(iii) Commercial carrier use - exhibition of programs on any commercial carrier such as, but not limited to, airlines, trains, ships and buses.

(iv) Use on the internet (other than simultaneous transmission of the basic CBC signal) or on CD-ROM.

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

c) Pay Television: shall mean the exhibition of programs on a home-type television screen by means of telecast, 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 T.V. subscription fee. Exhibition in theatres or comparable places is theatrical exhibition and shall not be considered pay television.

d) Free Television means the exhibition of a program on home type television receivers which exhibition gives rise to no specific charge either for the program or for the channel on which the program is received and the program does not originate on a cable facility.

e) 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 the theatrical market, the licensee is the physical distributor to cinemas. 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; but, 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.

G106 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 Article G1.

G107 PAYMENT: Five percent (5%) of the distributor's gross revenues generated by the distribution of a program in any of the markets provided in Article G105 plus required Insurance and retirement Plan contributions based on such gross payment shall be paid to 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) Video Compact Devices: When video compact devices are released in retail markets as defined in Article G105 (a), the performer or performers shall be paid eight percent (8%) of the absolute gross sales revenue received by the Corporation during the term the Corporation holds the rights to distribute the program.

G108 Advance Payments: Notwithstanding the above, on the occasion of the first sale of a program in one of the markets, performers involved in residual categories shall receive the following amounts as a non-returnable down payment against the royalty fee described above. This payment shall be made to **ACTRA** Performers' Rights Society in trust for the Performers.

Each Performer

1/2 Hour	\$83.96
1 Hour	\$125.84
1 1/2 Hour	\$209.59
2 Hours and Over	\$251.57

Notwithstanding the provisions of this article, where 25% of the Distributor's Gross Revenue total less than the total advance payable to all performers, the performers will not receive an advance, but instead will share 25% of Distributor's Gross Revenue until the total amount received by each performer equals the amount of the advance payable under this article, at which point the normal share of Distributor's Gross Revenue shall apply.

G109 Excerpt Sales: The sale of program excerpts shall be as per the terms and conditions of this article.

a) In the event of an excerpt sale, performers will receive advance payment as per Article G108 or share in 5% of the absolute gross sale price of excerpt, whichever is greater. In addition, performers will receive payment of an additional 125% of the fees cited above which will provide for unlimited use (except for CBC broadcast) for a period of seven (7) years, such seven year period to be renewable at the same rate.

b) Permission of performers is required prior to the sale of an excerpt, and **ACTRA** will be notified of all excerpt sales. Permission of the performer will be acquired and payment to the performer will be made by either CBC or purchaser of the excerpt.

c) The Corporation will require the purchaser to agree to adhere to the terms of this Agreement insofar as use of the excerpt is concerned.

G110 Insurance and Retirement Plan contributions and deductions as provided in Article E9 are required to be paid on all payments made by the Corporation to the ACTRA Performers Rights Society on behalf of Performers.

G111 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.

G112 Multi-Station Foreign Broadcast: Notwithstanding the above, where the Corporation sells a program directly, without the use of a sub-licensee for multi-station broadcast use under a single contract in the United States or Great Britain or for use on Pay T.V. in the United States or Canada, the royalty shall be paid no later than thirty (30) days from the date of broadcast.

G113 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.

G114 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.

G115 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 a royalty payment as in Article G107 based on the fair market value of the program in the specific territorial market. The fair market value shall first be agreed in writing between **ACTRA** and the Corporation.

G116 The Corporation shall provide all performer earnings information necessary to permit the ACTRA Performers' Rights Society to properly distribute the royalty payments to performers.

G117 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's 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 except for drama and children's programs for non-broadcast use, except as provided in Article G203.

(a) The Corporation shall have the option of applying Article G1 (Royalty Payments For Further Use) or twenty percent (20%) of each performer's total original fee prior to first release of any program.

(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 Radio, T.V. or any form of community antenna systems, whether such systems are known as CATV or otherwise designated;
- (iii) the use of that program in any supplemental market covered by Article G1.

G202 The above provisions shall not apply to drama and children's programs. Upon payment of the minimum fees therein, the Corporation has unlimited non-broadcast use rights as provided in Article G201.

G203 NON-BROADCAST EDUCATIONAL USE (LOAN): The Corporation may release for non-broadcast, educational use, by loan or otherwise, any recording of a program to an 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's standard release form.

G204 RE-USE OF EDUCATIONAL BROADCASTS IN CANADA: A re-use of a program as an educational broadcast at the request of a Department or Board of Education requires that the following re-use fees shall be paid to performers based upon the performer's total original fee, including overtime and extra work time:

- a) National Use: re-use provided in Article F1 for re-use of all programs.
- b) Use in any CBC Region 15%
- c) Use in any one province of Canada 10%
- d) Use on a single television transmitter 5%

ARTICLE G3

RELEASE OF EXCERPTS FOR PROMOTIONAL PURPOSES

- G301 a) Excerpts may be broadcast without payment to performers under any of the following conditions.
- (i) The excerpt is being broadcast in a news or magazine program.
 - (ii) The excerpt is being used in a program, which is focusing on an upcoming television, theatrical or stage productions, and which includes clips from the production, interviews, etc. An example of this type of program would be a "MAKING OF ..." program.
 - (iii) The excerpt is being used in a promotional program which features clips and pick ups dealing with the CBC and/or the entire Canadian entertainment industry.
 - (iv) The excerpt is being used for the promotion of the performers or the performance, or because of the newsworthy nature of the performers or the performance.

The parties agree that these provisions will not apply to documentary programs as defined in Article B214 of this agreement. The parties further agree that the application of this article to programs covered by (ii) and (iii) above will only extend to current or upcoming programs or performances.

b) It is a condition of this Article that the consent of the performers must be secured and **ACTRA** must be informed. Each excerpt may be up to two (2) minutes or less in length and no more than one (1) such excerpt may be used per production nor more than three (3) such excerpts in any thirty (30) minute period. However, with the permission of performers, length of excerpt can be four (4) minutes (five (5) minutes, or the length of one (1) song whichever is shorter in the case of musical excerpts), and limitation on number of excerpts may be lifted. Each performer featured in such excerpt shall receive either an audio or visual credit.

c) This Article will apply to the use of CBC program material outside the CBC, provided that the outside producer/broadcaster agrees in writing to utilize such material in a manner consistent with the terms of the CBC/ACTRA Performers Guild Agreement.

G302 NEWS/PROMOTION

The Corporation may excerpt up to two (2) minutes of a program 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 the performance, or because of the newsworthy nature of the performers or performance. With the permission of the performer involved, and upon notification to the Guild Branch, the time limit may be extended from two (2) minutes to four (4) minutes. There shall be no more than three (3) such excerpts of different programs in any thirty (30) minute period.

This Article will apply to the use of CBC program material outside the CBC, provided that the outside producer/broadcaster agrees in writing to utilize such material in a manner consistent with the terms of the CBC/ACTRA Performers Guild Agreement.

G303 PUBLICITY AND PROMOS: During the life of this agreement, the parties shall establish a schedule of rates for use of promos beyond the CBC, when the performer has been specifically engaged pursuant to this Article.

ARTICLE G4

FESTIVALS AND COMPETITIONS

G401 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 use.

SECTION H - APPENDICES

Rate Schedule 1	Performer Fees -- All Programs (except Children's Programs)
Rate Schedule 2	Performer Fees -- Children's Programs
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CANADIAN BROADCASTING CORPORATION

ROBERT RABINOVITCH

President

HAROLD REDDEKOP

Vice-President, English Television Networks

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

KAY SOARES

Production Executive, CBC Network Television

DEE GILCHRIST

Production Executive, CBC Network Television

LIZ JENNER

Director, CBC Business Affairs

SHARON GRYFE

Contracts Manager, CBC Business Affairs

NORM SMITH

Project Manager, CBC Finance and Administration

LORETTA HENSEL

Senior Manager, Radio Program Production Services

ACTRA

Thor Bishopik
National President

STEPHEN WADDELL
National Executive Director

RATE SCHEDULE 1

PERFORMER FEES

ALL PROGRAMS (EXCEPT CHILDREN'S)

Grid 1 Principal horus-3 or 4*	BASE						
	1 Br. Window 100%	2 Br. Window 130%	3 Br. Window 140%	1 yr. CBC or 4 Br. Window 150%	3 yr. CBC or 5 Br. Window 175%	7 Year CBC 200%	7 Year All Markets 225%
Daily Rate (8 hours)	\$409.45	\$532.28	\$573.23	\$614.17	\$716.54	\$818.90	\$921.26
Daily Rate (4 hours)	\$204.72	\$266.14	\$286.61	\$307.09	\$358.27	\$409.45	\$460.63
ork Time - per 1/2 hour	\$25.59	\$33.27	\$35.83	\$38.39	\$44.78	\$51.18	\$57.58
Work Time - per hour	\$51.18	\$66.54	\$71.65	\$76.77	\$89.57	\$102.36	\$115.16
Overtime - per 1/2 hour	\$38.39	\$49.90	\$53.74	\$57.58	\$67.18	\$76.77	\$86.37
Overtime - per hour	\$76.77	\$99.80	\$107.48	\$115.16	\$134.35	\$153.54	\$172.74
Discounted Weekly rate	\$1,637.80	\$2,129.14	\$2,292.92	\$2,456.70	\$2,866.15	\$3,275.60	\$3,685.04

Grid 2 Variety Principal	BASE						
	1 Br. Window 100%	2 Br. Window 130%	3 Br. Window 140%	1 yr. CBC or 4 Br. Window 150%	3 yr. CBC or 5 Br. Window 175%	7 Year CBC 200%	7 Year All Markets 225%
Daily Rate (8 hours)	\$716.54	\$931.50	\$1,003.15	\$1,074.80	\$1,253.94	\$1,433.07	\$1,612.21
Daily Rate (4 hours)	\$358.27	\$465.75	\$501.58	\$537.40	\$626.97	\$716.54	\$806.10
ork Time - per 1/2 hour	\$44.78	\$58.22	\$62.70	\$67.18	\$78.37	\$89.57	\$100.76
Work Time - per hour	\$89.57	\$116.44	\$125.39	\$134.35	\$156.74	\$179.13	\$201.53
Overtime - per 1/2 hour	\$67.18	\$87.33	\$94.05	\$100.76	\$117.56	\$134.35	\$151.14
Overtime - per hour	\$134.35	\$174.66	\$188.09	\$201.53	\$235.11	\$268.70	\$302.29
Discounted Weekly rate	\$2,866.15	\$3,725.99	\$4,012.60	\$4,299.22	\$5,015.76	\$5,732.29	\$6,448.83

Grid 3 anager-3 or 4* ncer-3 or 4*	BASE						
	1 Br. Window 100%	2 Br. Window 130%	3 Br. Window 140%	1 yr. CBC or 4 Br. Window 150%	3 yr. CBC or 5 Br. Window 175%	7 Year CBC 200%	7 Year All Markets 225%
Daily Rate (8 hours)	\$307.09	\$399.21	\$429.92	\$460.63	\$537.40	\$614.17	\$690.95
Daily Rate (4 hours)	\$153.54	\$199.61	\$214.96	\$230.32	\$268.70	\$307.09	\$345.47
ork Time - per 1/2 hour	\$19.19	\$24.95	\$26.87	\$28.79	\$33.59	\$38.39	\$43.18
Work Time - per hour	\$38.39	\$49.90	\$53.74	\$57.58	\$67.18	\$76.77	\$86.37
vertime - per 1/2 hour	\$28.79	\$37.43	\$40.31	\$43.18	\$50.38	\$57.58	\$64.78
Overtime - per hour	\$57.58	\$74.85	\$80.61	\$86.37	\$100.76	\$115.16	\$129.55
Discounted Weekly rate	\$1,228.35	\$1,596.85	\$1,719.69	\$1,842.52	\$2,149.61	\$2,456.70	\$2,763.78

Grid 4 Actor Model	BASE						
	1 Br. Window 100%	2 Br. Window 130%	3 Br. Window 140%	1 yr. CBC or 4 Br. Window 150%	3 yr. CBC or 5 Br. Window 175%	7 Year CBC 200%	7 Year All Markets 225%
Daily Rate (8 hours)	\$274.33	\$356.63	\$384.06	\$411.50	\$480.08	\$548.66	\$617.25
Daily Rate (4 hours)	\$137.17	\$178.32	\$192.03	\$205.75	\$240.04	\$274.33	\$308.62
ork Time - per 1/2 hour	\$17.15	\$22.29	\$24.00	\$25.72	\$30.00	\$34.29	\$38.58
Work Time - per hour	\$34.29	\$44.58	\$48.01	\$51.44	\$60.01	\$68.58	\$77.16
Overtime - per 1/2 hour	\$25.72	\$33.43	\$36.01	\$38.58	\$45.01	\$51.44	\$57.87
Overtime - per hour	\$51.44	\$66.87	\$72.01	\$77.16	\$90.01	\$102.87	\$115.73
Discounted Weekly rate	\$1,097.32	\$1,426.52	\$1,536.25	\$1,645.99	\$1,920.32	\$2,194.65	\$2,468.98

RATE SCHEDULE 1 ... Cont'd

Grid 5 Off-Camera Principal Off-Camera Singers-1 or 2	BASE						
	1 Br. Window 100%	2 Br. Window 130%	3 Br. Window 140%	1 yr. CBC or 4 Br. Window 150%	3 yr. CBC or 5 Br. Window 175%	7 Year CBC 200%	7 Year All Markets 225%
Daily Rate (8 hours)	\$393.53	\$511.59	\$550.94	\$590.30	\$688.68	\$787.06	\$885.45
Daily Rate (4 hours)	\$234.35	\$304.66	\$328.09	\$351.53	\$410.11	\$468.70	\$527.29
Work Time - per 1/2 hour	\$19.90	\$25.87	\$27.86	\$29.85	\$34.82	\$39.80	\$44.77
Work Time - per hour	\$39.80	\$51.73	\$55.71	\$59.69	\$69.64	\$79.59	\$89.54
Overtime - per 1/2 hour	\$29.85	\$38.80	\$41.79	\$44.77	\$52.23	\$59.69	\$67.15
Overtime - per hour	\$59.69	\$77.60	\$83.57	\$89.54	\$104.46	\$119.39	\$134.31
Discounted Weekly rate	\$1,574.13	\$2,046.36	\$2,203.78	\$2,361.19	\$2,754.72	\$3,148.25	\$3,541.78

Grid 6 Off-Camera Singers 3 or 4	BASE						
	1 Br. Window 100%	2 Br. Window 130%	3 Br. Window 140%	1 yr. CBC or 4 Br. Window 150%	3 yr. CBC or 5 Br. Window 175%	7 Year CBC 200%	7 Year All Markets 225%
Daily Rate (8 hours)	\$295.15	\$383.69	\$413.21	\$442.72	\$516.51	\$590.30	\$664.08
Daily Rate (4 hours)	\$175.76	\$228.49	\$246.07	\$263.64	\$307.58	\$351.53	\$395.47
Work Time - per 1/2 hour	\$14.92	\$19.40	\$20.89	\$22.38	\$26.12	\$29.85	\$33.58
Work Time - per hour	\$29.85	\$38.80	\$41.79	\$44.77	\$52.23	\$59.69	\$67.15
Overtime - per 1/2 hour	\$22.38	\$29.10	\$31.34	\$33.58	\$39.17	\$44.77	\$50.37
Overtime - per hour	\$44.77	\$58.20	\$62.68	\$67.15	\$78.35	\$89.54	\$100.73
Discounted Weekly rate	\$1,180.59	\$1,534.77	\$1,652.83	\$1,770.89	\$2,066.04	\$2,361.19	\$2,656.34

Grid 7 Off-Camera Actor Off-Camera Singers 5+	BASE						
	1 Br. Window 100%	2 Br. Window 130%	3 Br. Window 140%	1 yr. CBC or 4 Br. Window 150%	3 yr. CBC or 5 Br. Window 175%	7 Year CBC 200%	7 Year All Markets 225%
Daily Rate (8 hours)	\$262.49	\$341.23	\$367.48	\$393.73	\$459.35	\$524.97	\$590.59
Daily Rate (4 hours)	\$156.31	\$203.20	\$218.84	\$234.47	\$273.55	\$312.62	\$351.70
Work Time - per 1/2 hour	\$13.27	\$17.25	\$18.58	\$19.91	\$23.23	\$26.54	\$29.86
Work Time - per hour	\$26.54	\$34.51	\$37.16	\$39.82	\$46.45	\$53.09	\$59.72
Overtime - per 1/2 hour	\$19.91	\$25.88	\$27.87	\$29.86	\$34.84	\$39.82	\$44.79
Overtime - per hour	\$39.82	\$51.76	\$55.74	\$59.72	\$69.68	\$79.63	\$89.58
Discounted Weekly rate	\$1,049.94	\$1,364.92	\$1,469.92	\$1,574.91	\$1,837.40	\$2,099.88	\$2,362.37

Grid 8 General	
Background Performer	MINIMUM
Daily Rate (5 hours)	\$93.64
Hourly Rate	\$17.17
Overtime Rate	\$25.75

RATE SCHEDULE 1 ... Cont'd

Grid 9

Special Business

Background Perf.	MINIMUM
Daily Rate (5 hours)	\$112.36
Hourly Rate	\$19.77
Overtime Rate	\$29.65

Grid 10

Special Skills

Background Perf.	MINIMUM
Daily Rate (5 hours)	\$131.09
Hourly Rate	\$22.89
Overtime Rate	\$34.33

- * 5 to 8 performers -- rates are reduced by 10%
- 9+ performers -- rates are reduced by 20%

RATE SCHEDULE 2

PERFORMER FEES - CHILDREN'S PROGRAMS

GRID 1		
Principal / Chorus - 3 or 4*	3-Year Prepayment	7-Year Prepayment
Daily Rate	\$480.74	\$663.43
Daily Rate (4 hours)	\$275.84	\$380.65
Work Time - per 1/2 hour	\$25.61	\$35.35
Work Time - per hour	\$51.23	\$70.69
Overtime - per 1/2 hour	\$38.42	\$53.02
Overtime - per hour	\$76.84	\$106.04
Discounted Weekly rate	\$1,922.97	\$2,653.70

GRID 2		
Variety Principal	3-Year Prepayment	7-Year Prepayment
Daily Rate	\$841.30	\$1,160.99
Daily Rate (4 hours)	\$482.71	\$666.14
Work Time - per 1/2 hour	\$44.82	\$61.86
Work Time - per hour	\$89.65	\$123.71
Overtime - per 1/2 hour	\$67.24	\$92.78
Overtime - per hour	\$134.47	\$185.57
Discounted Weekly rate	\$3,365.20	\$4,643.98

GRID 3		
Singers / Dancers - 3 or 4*	3-Year Prepayment	7-Year Prepayment
Daily Rate	\$360.56	\$497.57
Daily Rate (4 hours)	\$206.88	\$285.49
Work Time - per 1/2 hour	\$19.21	\$26.51
Work Time - per hour	\$38.42	\$53.02
Overtime - per 1/2 hour	\$28.82	\$39.76
Overtime - per hour	\$57.63	\$79.53
Discounted Weekly rate	\$1,442.23	\$1,990.28

GRID 4		
Actor / Model	3-Year Prepayment	7-Year Prepayment
Daily Rate	\$322.10	\$444.49
Daily Rate (4 hours)	\$184.81	\$255.04
Work Time - per 1/2 hour	\$17.16	\$23.68
Work Time - per hour	\$34.32	\$47.36
Overtime - per 1/2 hour	\$25.74	\$35.52
Overtime - per hour	\$51.48	\$71.05
Discounted Weekly rate	\$1,288.39	\$1,777.98

RATE SCHEDULE 2 ... Cont'd

GRID 5

**Off-Camera Principal
Off-Camera Singers - 1 or 2**

	3-Year Prepayment	7-Year Prepayment
Daily Rate	\$462.05	\$637.63
Daily Rate (4 hours)	\$315.75	\$435.74
Work Time - per 1/2 hour	\$19.92	\$27.48
Work Time - per hour	\$39.83	\$54.97
Overtime - per 1/2 hour	\$29.87	\$41.22
Overtime - per hour	\$59.75	\$82.45
Discounted Weekly rate	\$1,848.21	\$2,550.53

GRID 6

Off-Camera Singers - 3 or 4

	3-Year Prepayment	7-Year Prepayment
Daily Rate	\$346.54	\$478.22
Daily Rate (4 hours)	\$236.81	\$326.80
Work Time - per 1/2 hour	\$14.94	\$20.61
Work Time - per hour	\$29.87	\$41.22
Overtime - per 1/2 hour	\$22.40	\$30.92
Overtime - per hour	\$44.81	\$61.84
Discounted Weekly rate	\$1,386.16	\$1,912.90

GRID 7

**Off-Camera Actor
Off-Camera Singers - 5+**

	3-Year Prepayment	7-Year Prepayment
Daily Rate	\$308.19	\$425.30
Daily Rate (4 hours)	\$210.61	\$290.64
Work Time - per 1/2 hour	\$13.28	\$18.33
Work Time - per hour	\$26.57	\$36.66
Overtime - per 1/2 hour	\$19.93	\$27.50
Overtime - per hour	\$39.85	\$54.99
Discounted Weekly rate	\$1,232.76	\$1,701.21

GRID 8

General Background Performer

	MINIMUM
Daily Rate (5 hours)	\$93.64
Hourly Rate	\$17.17
Overtime Rate	\$25.75

RATE SCHEDULE 2 ... Cont'd

GRID 9	
Special Business Background Performer	MINIMUM
Daily Rate (5 hours)	\$112.36
Hourly Rate	\$19.77
Overtime Rate	\$29.65

GRID 10	
Special Skills Background Performer	MINIMUM
Daily Rate (5 hours)	\$131.09
Hourly Rate	\$22.89
Overtime Rate	\$34.33

* 5 to 8 performers -- rates are reduced by 10%
9+ performers -- rates are reduced by 20%

APPENDIX "A"

PERFORMER CONTRACT FORM

APPENDIX "B"

LETTER OF INTENT

RE: STAFF ANNOUNCER - JURISDICTION

Mr. Stephen Waddell
National Executive Director
ACTRA Performers Guild
2239 Yonge Street
Toronto, Ontario
M4S 2B5

Dear Stephen:

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"

ACTRA

ASSIGNMENT OF FEES

APPENDIX "D"

CO-PRODUCTIONS

A co- production is a program, 1) which CBC either produces together with a another party or co-finances with another party or parties; AND 2) in which the CBC owns a copyright interest.

Where a co-production exists, the Corporation shall adhere to this agreement, or, if the other party is engaging the Performer, require the other party to adhere to an ACTRA Performers Guild agreement. If CBC production facilities and staff are used to produce the program, the other party may become a signatory of this Agreement by means of a letter of adherence. If the performer is not contracted under the CBC Agreement, the performer shall be contracted under the IPA.

APPENDIX "E"

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 Agreement, the Corporation agrees to engage performers in **ACTRA**'s jurisdiction throughout Canada under the terms and conditions of this Agreement and to apply the terms of the Agreement generally in all centres and locations. **ACTRA** agrees to make the necessary arrangements to administer the terms of the Agreement in all centres and locations, to issue work permits in terms of the Agreement, and generally to provide the necessary administrative structure to ensure the proper application of the Agreement.

Stephen Waddell
Executive Director
ACTRA Performers Guild

Robert Thistle
Senior Corporate
Talent Relations Officer

APPENDIX "F"

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** Branch Council(s) and to the National Performers' Council. Any recording of workshops will be used solely for the purposes of evaluation in the context of the workshop.

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

APPENDIX "G"

PAYMENT FORM - BACKGROUND PERFORMER

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**.

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** 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**, 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".

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

APPENDIX H ... Cont'd

For purposes of this appendix, the following definitions apply:

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

COMMERCIAL ANNOUNCER: means a performer who delivers a commercial message within the span of a sponsored program.

FREELANCE ANNOUNCER: means a performer who delivers a non-commercial message, news 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 engaged to perform narrative material on or off-camera.

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

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.

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**:

APPENDIX H ... Cont'd

A reporter, analyst or commentator when participating in programs or program segments dealing exclusively with matters of current public concern.

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.

An interviewee, or a person speaking or commenting with special knowledge of a topic by reason of that person's training or experience.

APPENDIX I

EXPENDITURES IN ACTRA PERFORMERS GUILD JURISDICTION

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 two hundred (200) 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 television or film 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 Television 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

“SESAME PARK”

The parties agree that the following terms and conditions will apply to the program “SESAME PARK”:

- a) Puppeteers (who are providing manipulation) will receive a doubling payment of twenty-five percent (25%) for providing the first voice, but no additional payment for voicing the second or subsequent voice (per episode and/or per day).
- b) Minimum daily call for puppeteers will be eight (8) hours.
- c) For all other performers, if a call exceeds four (4) hours, it will automatically revert to eight (8) hours.
- d) Performers may work on more than one insert in a work session.
- e) Current library material will not be subject to renewal.

The parties agree that these understanding is without prejudice or precedent and is only applicable for the term of the current CBC/ACTRA Performers Guild Television Agreement.

APPENDIX M

DAILY TIME SHEET

APPENDIX N

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

The following terms and conditions will apply to specific Television program projects focussing on special events (e.g.; anniversaries; milestones; performer achievements; celebrations of specific CBC performers, performances or programs; etc.).

In the case of such projects, the provisions of Article F206 will apply, with the proviso that payment of base fees will allow for two (2) broadcast windows in the case of excerpts of two (2) minutes or less.

ACTRA agrees to enter into good faith discussions with the Corporation regarding payment for montages in such programs.

The permission of performers will be required prior to the use of these provisions being utilized.

The Corporation will enter into discussions with ACTRA prior to contacting the performers involved.

APPENDIX P

The following will apply when an ACTRA member is to be engaged under a category of engagement that is under the jurisdiction of another bargaining unit. In such case, the CBC will inform the member prior to booking, that he/she is not being engaged under an ACTRA contract. This will not apply when the member has previously been engaged under that non-ACTRA category of engagement.

AGREED

APPENDIX Q

Letter of Agreement

The Corporation and ACTRA agree to the following terms and conditions with regard to the production by the CBC of television commercials:

- The CBC and ACTRA agree that the terms, conditions and rates in the current CBC / ACTRA (Television) Collective Agreement are not appropriate for the compensation of performers appearing in television commercials produced by the CBC for broadcast on the CBC.
- The CBC will meet with ACTRA following the conclusion of negotiations to develop terms, conditions and rates for performers appearing in television commercials produced by the CBC. These terms, conditions and rates will include specific provisions relating to commercials destined for National broadcast, and specific provisions relating to commercials destined for Local/Regional broadcast. Provisions relating to the production of TV commercials shall be contained in an appendix to the CBC / ACTRA (Television) Collective Agreement.
- The effective date of these provisions shall be subject to negotiation between the CBC and ACTRA. Barring agreement to the contrary, such provisions shall be effective on the effective date of the new CBC / ACTRA (Television) Collective Agreement.
- The provisions of this letter shall only apply where the individual has been engaged under a category of engagement which normally falls under ACTRA jurisdiction under the CBC / ACTRA (Television) Collective Agreement.
- The CBC and ACTRA will also negotiate rates, terms and conditions that will apply if any TV commercial produced by the CBC for broadcast on the CBC is released to a client for broadcast by another broadcaster. However, barring an agreement to the contrary, the terms and conditions of the ACTRA – ICA/ACA National Commercial Agreement will apply, on the understanding that any CBC fees paid will be “topped-up”, if necessary, to applicable National Commercial Agreement fees.
- The above provisions will only apply to the production of TV commercials that feature the promotion of a client’s product or service. These provisions will not apply to the production of “publicity and promos”, as per Article E5 of the CBC / ACTRA (Television) Collective Agreement.

APPENDIX R

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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