

ACTRA PERFORMERS GUILD

**INDEPENDENT
PRODUCTION
AGREEMENT**

1992 - 1994

DECEMBER 10, 1992 TO DECEMBER 31, 1994

Extended to Oct. 31, 1995

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ACTRA PERFORMERS GUILD
CANADIAN FILM AND TELEVISION PRODUCTION ASSOCIATION
ASSOCIATION DES PRODUCTEURS DE FILMS ET DE TELEVISION DU QUEBEC
NATIONAL FILM BOARD OF CANADA

Chris Kelsey
Assistant Director
ACTRA
Performers' Rights Society

INDEPENDENT
PRODUCTION
AGREEMENT
("Agreement")

between

The CANADIAN FILM AND TELEVISION PRODUCTION ASSOCIATION ("CFTPA")
The ASSOCIATION DES PRODUCTEURS DE
FILM ET TELEVISION DU QUEBEC ("APFTQ")
and
The NATIONAL FILM BOARD OF CANADA ("NFB")
(collectively the "Associations")

and

THE ACTRA PERFORMERS GUILD
(the "Guild")

covering

PERFORMERS IN INDEPENDENT PRODUCTION

December 10, 1992 to December 31, 1994

© 1993 THE ACTRA PERFORMERS GUILD, CANADIAN FILM AND TELEVISION
PRODUCTION ASSOCIATION, ASSOCIATION DES PRODUCTEURS DE FILM ET
TELEVISION DU QUEBEC, and NATIONAL FILM BOARD OF CANADA

GENERAL INDEX

Section A	General Clauses
Section B	Minimum Fees, Distribution Rights, Prepaid Use Rights, Royalties and Residuals
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NOTE: Defined terms have been capitalized throughout this Agreement.

NOTE: Throughout this Agreement two rates are indicated: e.g. \$400/412
In all cases the first rate is effective from:
December 10, 1992 to December 31, 1993
The second rate is effective from:
January 1, 1994 to December 31, 1994

SECTION A
GENERAL CLAUSES

ARTICLE A1 - RECOGNITION AND APPLICATION

- A101 The Producer recognizes the Guild as the exclusive bargaining agent of Performers as defined in this Agreement with respect to all minimum terms and conditions provided for by this Agreement. It is further recognized that the Guild has exclusive jurisdiction over all Productions in Canada, save and except Programs produced in the French language.
- A102 This Agreement sets forth the minimum rates and working conditions under which Performers may be engaged in recorded Productions produced by any method in Canada or on-location outside Canada.
- A103 The terms of this Agreement are the result of negotiations between representatives of the Associations and the Guild. Each Producer who agrees to adhere to this Agreement shall sign a Letter of Adherence to this Agreement signifying acceptance of the rates and conditions contained herein (see Appendix "A"). It shall be executed in any number of counterpart originals, each counterpart signed by a Producer having the same effect as an original.
- A104 This Agreement shall be administered jointly by the Guild and the Associations in all its facets on a principle of equality between the Guild and the Associations in all matters pertaining to the administration of the Agreement's provisions. Questions regarding interpretation of the meaning of the clauses in this Agreement may be directed to any of the Associations or to the Guild. Neither of the parties shall give interpretations binding upon the other without the written agreement of the other.
- A105 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to Productions produced pursuant hereto, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.
- A106 Rights of Producer. Except to the extent specifically modified in this Agreement, all rights and prerogatives of management, administration and direction are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producer's rights shall include:

(i) the right to maintain efficiency, discipline and order, and to discipline and discharge Performers in accordance with this Agreement; and,

(ii) the right to select and hire Performers and other personnel; the right to establish the methods and means of Production, including determining the qualification of personnel, the hours and dates personnel are required, and the location and standards of performance; methods used to ensure security of the Producer's property; and generally the right to conduct its business the most effective way it sees fit, without interference.

ARTICLE A2 - EXCLUSIONS

- A201 A Performer means a person who is engaged to appear on-camera or whose voice is heard off-camera in any manner whatsoever, but specifically does not include:

(a) A member of the armed forces of Canada when appearing in any Program primarily for the purpose of displaying military ceremony or for the purpose of recruitment, education or information relating to the armed forces.

(b) Children under the age of sixteen (16) without professional status, appearing as themselves in a Program.

(c) A person performing as an instrumentalist, musician or conductor of a band, chorus or choir, who is within the jurisdiction of the American Federation of Musicians.

(d) A member of the public appearing incidentally as part of a public event or as a member of a studio audience, providing such person does not receive individual coaching or direction.

(e) A person or persons performing their regular employment duties or professional duties (other than Performers) at their regular place or places for performing such duties; or persons pursuing their normal activities in or about their place of abode, except where such person or persons are rehearsed or directed so as to provide individual characterization.

(f) A contestant participating in a quiz Program or game Program, except where such contestant is rehearsed to develop an individual characterization.

- A202 The following persons shall be excluded from the rates and conditions of this Agreement in production of Documentary and Industrial Programs only:

(a) Persons holding or candidates for public office.

(b) Non-professional choirs, choruses, dancing groups and other non-professional groups of ethnic, religious, educational, cultural, or philanthropic organizations, not operated for the profit of its individual members.

(c) Persons appearing in a single Production in relation to news, education or public affairs, or because they are specialists whose regular employment or whose activity is in the field in which they report or comment such as government employees, college professors, or members of a recognized profession provided, however, that they shall be limited to three (3) occasions in any calendar year.

(d) Members of the armed forces; inmates of institutions such as schools, hospitals, or prisons; or undirected and unpaid members of the public.

A203 When a member of the Guild is engaged in the above excluded categories, the rates and conditions of this Agreement shall apply to such members, but the participation in a Production of a Guild member, in an excluded category, shall not require the qualification of non-Guild participants in that Production who appear in excluded categories. This clause shall not apply to a Guild member engaged in the above excluded categories of A201(a), (c), (d) or A202(a) or (d). The Producer may request the Guild to waive the application of the Agreement when a Guild member is engaged in the categories of A201(e) or (f).

ARTICLE A3 - PERFORMER DEFINITIONS

- A301 Actor means a Performer engaged to speak or mime ten (10) lines or less of dialogue, or whose performance constitutes an individual characterization notwithstanding the absence of dialogue.
- A302 Animation Performer means a Performer engaged to voice a role or roles in an animated Production or Productions.
- A303 Announcer means a Performer engaged to deliver continuity or a message other than a commercial.
- A304 Cartoonist means a Performer who draws cartoons or caricatures as part of a performance. A Cartoonist shall be categorized as a Principal Actor.
- A305 Choreographer means a Performer who creates and/or stages dance numbers.
- A306 Chorus Performer means a Performer engaged to appear in a Program in any combination of two or more of the categories of Group Singer, Group Dancer or Actor.

A307 Dancer means a Performer who performs choreographed dancing, swimming or skating, either alone or with others.

A308 Extras. See C2 for definitions.

A309 Group Dancer means one (1) of two (2) or more Dancers, except duos engaged in dance.

A310 Group Singer means one of two (2) or more Singers except duos.

A311 Host means a Performer who introduces or links segments of a Program. Included among the categories of "Host" are:

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

A312 Model means a Performer engaged to display or physically illustrate a product, idea or service.

A313 Narrator or Commentator means a Performer other than an Animation Performer engaged to perform narrative material or commentary on- or off-camera.

A314 Off-Camera Performer means a Performer other than an off-camera Narrator or Commentator or Animation Performer engaged to execute or interpret a role in a dramatic form of presentation off-camera.

A315 Panelist means a member of a group expressing an opinion.

A316 Performer. See A201 for definition.

A317 Principal Actor means a Performer engaged to speak or mime eleven (11) or more lines of dialogue, or an Actor engaged to perform a major role without dialogue (e.g. screenplay "Johnny Belinda").

A318 Puppeteer means a Performer who manipulates hand puppets or marionettes and in this definition "manipulating" means the movement, placing and positioning of a puppet, or marionette.

A319 Singer means a Performer engaged to sing either alone or with others.

A320 Specialty Act means any act either individual or a group, which is available except for camera rehearsals as a rehearsed entity ready for performance prior to an engagement.

A321 Sportscaster means a Performer who does play-by-play description of a sporting event or who reports or announces what has transpired, is transpiring or is to transpire in the sporting field, or an Announcer specializing in sports or commenting

thereon.

- A322 Stunt Performer means a Performer engaged for the performance of assignments which are dangerous or require specialized training.
- A323 Variety Principal means a Performer engaged to appear in any combination of the categories Actor / Singer / Host / Dancer.
- A324 Vocal or Dialogue Coach means someone engaged to coach Performers either in vocal or script delivery techniques.

ARTICLE A4 - DEFINITION OF TERMS

- A401 Above Minimum Fee means the fee or fees which a Performer has contracted at rates in excess of the minimum fees and terms provided in this Agreement. The negotiation of a performance fee or fees at above minimum fees may or may not apply to overtime fees, other work fees, residual and prepaid use fees, penalty provisions, and any other additional or supplementary fees, depending on what is stipulated in the individual contract between the Performer and the Producer.
- A402 ADR - see Post Synchronization
- A403 Audition means the visual and/or oral auditioning with or without cameras of a Performer or a group of Performers for the purpose of determining his, her or their value or suitability for a specified performance.
- A404 Availability Enquiry means an approach to a Performer regarding his/her interest and/or availability for an engagement.
- A405 Billboard means an off-camera qualifying message on behalf of an advertiser that contains descriptive selling words or phrases qualifying the actual mention of the advertiser's name, product, services or outlets and occurs either at the opening or closing of a program.
- A406 Booking means notification to a Performer and acceptance by him/her of an engagement on a definite date or dates.
- A407 Cable Television means the exhibition of a Production on television by means of cable, satellite, master antenna, or any combination thereof, where the signal embodying the Production is packaged with other signals comprising simultaneously re-transmitted over-the-air broadcast signals, and the package is made available to subscribers for a subscription rate sometimes known as a "basic cable" subscription fee. Cable Television use does not include Network Television, Syndicated Television or Pay Television.

- A408 Call means the place and hour of commencement of work for a Performer.
- A409 Contracted Fee means the fee for services contracted and the guaranteed work time specified in the contract of the individual Performer.
- A410 Distant Location means a location on which a Performer is required to remain away and be lodged overnight.
- A411 Documentary Program means an information Program that is not designed to be purely entertainment and which may include drama or variety techniques in achieving its information goal.
- A412 Domestic Run means the Use on television of a Program, either simultaneously or not, once in any or all cities or areas in Canada served by television stations. (N.B. A Use on an English and French station in the same city or area does not constitute a re-run.)
- A413 Dubbing means the voice synchronization by a Performer off-camera to match the performance of a Performer in an existing Program originally produced in a language other than English.
- A414 Educational Television means curriculum based Production.
- A415 Episode means one Program, complete in itself but forming part of a Series.
- A416 Free Television means exhibition defined as Network and/or Syndicated Television.
- A417 Gross Fee means total compensation paid to a Performer during Production exclusive of monies paid by a Producer for expenses, such as per diem allowances or travel costs as agreed.
- A418 Industrial Program means a Program which is not less than three (3) minutes in length and which is produced to promote directly or indirectly the image of an organization or to promote the use of its products or services, or to offer training in the use of its products or services, or to provide education or instruction, but is not intended for broadcast on television.
- A419 Interstitial means filler material which in itself does not constitute a Program and which is produced (excluding commercials, billboards and Public Service Announcements) for the purpose of filling short periods of time between main items of programming on Pay or Cable Television.
- A420 Line of Dialogue means a line of script of ten (10) words or less including directed but unscripted dialogue.

- A421 Lip Synchronization means the voice synchronization by a Performer off-camera to match the on-camera performance of another Performer. Incidental use of other languages in a Production will be considered lip synching.
- A422 Mini Series means a single Program (i.e. a Single Unit) of predetermined length intended for broadcast in segments which Program has a single essential storyline beginning in the first segment and concluding in the last.
- A423 Nearby Location means a location outside of the studio zone on which Performers are not lodged overnight but return to the studio at the end of the work day.
- A424 Net Fee means the fees which are earned by a Performer on days during which Performers work in front of the camera or microphone, including blocking and ADR, for the purpose of calculating residuals and royalties.
- A425 Network Television means any Canadian network so recognized by the CRTC and any American network so recognized by the FCC.
- A426 Non-Theatrical means the distribution in all formats in all media save for Theatrical, Network Television, Syndicated Television, Pay Television, Cable Television, and Video distribution, except Uses contemplated in B306 of this Agreement.
- A427 Pay-Television means the exhibition of Programs on a television receiver by a Pay-Television network operator distributed by means of broadcast, cable, closed circuit, Direct Broadcast Satellite (DBS) or any other form of distribution whether in conventional, scrambled, encoded or otherwise altered form where there is a requirement that the audience shall make a payment to receive such Program. Such payment may be in the form of (i) a separate amount for each Program or portion thereof, or (ii) a payment to receive a dedicated Pay-Television channel which payment is made either in addition to regular Cable Television subscription fee, or to the proprietor of a free standing microwave distribution system or a satellite master antenna television distribution system (SMATV) which distributes the said channel. Exhibition in theatres or comparable places is theatrical exhibition and shall not be considered Pay-Television.
- A428 Pilot Program means a Program which is produced as one of a projected Series to enable the Producer to determine whether the Producer will produce the Series at a later date.
- A429 Post-Synchronization (or ADR; i.e. Additional Dialogue Replacement) means the voice synchronization by a Performer of his/her voice to his/her own on-camera performance.

- A430 Producer means the individual, company, corporation or organization which controls, administers, directs and is responsible for the Production of any Program, whether or not s/he or it is or will be an owner of copyright of the finished Program.
- A431 Production/Program means a film, each Episode of a Series or a Single Unit.
- A432 Program - see Production
- A433 Public Service Announcement means a short recorded announcement for which the showing or broadcast time is donated by the exhibitor or broadcaster.
- A434 Reading Session means when Performers are required to attend a script reading session with other cast members for the benefit of the writer and/or director.
- A435 Rehearsal means when Performers are required to attend a rehearsal session with or without other cast members for the benefit of the producer, writer and/or director.
- A436 Risk Performance means the undertaking of any action by a Performer (other than a Stunt Performer engaged to perform a Stunt or Stunts) which action could be considered dangerous and beyond the Performer's general experience or the placing of the Performer in a position which would normally be considered hazardous.
- A437 Role means the part to be portrayed by a Performer as an individual characterization.
- A438 Series means a number of Episodes produced as a group to be presented in a regular pattern.
- (a) Episodic Series means a Series held together by the same title or identifying device common to all of the Episodes, plus a character or characters common to many or all of the Episodes.
- (b) Serial means a Series in which the same characters carry on a continuing narrative.
- (c) Anthology Series means a Series each Episode of which contains a separate complete story or other complete Program entity, without a character or characters common to each of the Episodes but held together by the same title, trade name or mark or identifying device or personality common to all of the Episodes. A continuing Host shall not be considered a character common to each of the Episodes.
- A439 Substantial Snack means a selection of food items to make sandwiches, as well as a selection of hot and cold beverages. The

occasional provision of prepared sandwiches shall not constitute a breach of this Article. During the winter, at least one food item shall be hot or warm (e.g. soup).

A440 Syndicated Television means exhibition on television, broadcast by UHF or VHF, other than Network Television.

A441 Uses means the exhibition or broadcast of a Production on:

- (a) Free Television:
 - (i) Network Television (A or B Time)
 - (ii) Syndicated Television (A or B Time)
- (b) Cable Television
- (c) Pay Television
- (d) Theatrical
- (e) Non-Theatrical
- (f) Video

In Canada and Foreign (other than the U.S.):

A Time means 1930h to 0059h
B Time means 0100h to 1929h

In the United States of America:

A Time means 2000h to 2259h
B Time means 2300h to 1959h

The purchase of "A" time includes any "B" time use.

A442 Variety Program means a Program that consists of songs, music, dances, sketches, vignettes, blackouts and similar material, ordinarily as a mixture of some or all of such elements.

A443 Video means the distribution of a Production by manufacturing and selling or renting copies of a Production on tape, disc, cassette or any other similar format intended primarily for private, in-home exhibition.

ARTICLE A5 - OBLIGATIONS OF PRODUCERS

A501 Preference of Engagement. The Producer agrees to give preference of engagement to members of the Guild.

A502 Policy of Equal Opportunities.

- (a) The Producer will not discriminate against any Performer because of age, race, sex, creed, colour, sexual orientation or national origin. In accordance with this policy the Producer will make every effort to cast Performers belonging to all groups in all types of roles, so that the composition of Canadian society

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

(b) All roles in a Production shall be open to all Performers regardless of age, sex, race, creed, colour, sexual orientation or national origin, except those roles which may be restricted because of specific requirements. In initiating casting sessions, Producers shall indicate, as known, those roles which are so restricted.

(c) Demographic breakdown sheets provided by the Guild shall be made available by the Producer to Performers for completion. The Producer will forward the completed sheets to the Guild.

A503 Personal Harassment Policy.

a) The Producer shall use its best efforts to maintain a working environment which is free from sexual/racial/personal harassment.

b) For the purposes of this clause "sexual harassment" includes:

- (1) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted;
- ii) implied or expressed promise or reward for complying with a sexually oriented request;
- iii) implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; and
- iv) sexually oriented remarks and behaviour which may reasonably be perceived to create a negative psychological and/or emotional environment for work.

c) For the purposes of this Article, "racial harassment" includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct shows disrespect or causes humiliation to a Performer because of his/her race, colour, creed, ancestry, place of origin or ethnic origin.

d) For the purpose of this Article, "personal harassment" includes in any behaviour in the work place that is directed at, and is offensive to a Performer or endangers that Performer or undermines their performance on the job or threatens the economic livelihood of that Performer.

e) When an aggrieved Performer ("Complainant") believes that this Article has been breached in any way, the Complainant shall immediately make their disapproval known to the individual whose conduct is in question ("Respondent"), and report the incident to

a representative of the Guild. The Guild representative shall make the complaint known to a representative of the Producer, who shall meet with the Respondent and ask for an explanation.

f) If the Complainant is not satisfied that the situation has been resolved, or if the harassment continues, the Complainant may request that the issue be referred to a Joint Standing Committee. The Respondent may have a representative of his/her bargaining unit present if he/she so desires. The Joint Standing Committee shall observe the same procedures as outlined in Article 10, except that the meeting shall be convened within 72 hours of the notice being filed with the Guild and the Producers Associations.

g) Where the Joint Standing Committee concludes that this Article has been breached it may, to the extent that the following remedies are possible:

i) direct that the Complainant not be required to continue to work in proximity to the Respondent;

ii) direct that the Respondent be reassigned to another department or hours so as to limit the access to the Complainant;

iii) direct that the Respondent pay the Complainant compensation for any demonstrable losses following from and reasonably connected to the harassment complained of; and

iv) impose a remedy that is designed to affect only the Complainant and/or Respondent and not any other person.

h) Due to the sensitive nature of these types of complaints, all parties shall address and resolve these complaints promptly and confidentially.

A504 The Producer shall not require a Performer to work in any Production with anyone who is not either a member or the holder of a work permit issued by the Guild. However, a Performer may participate in any Production with persons covered by the exclusions of this Agreement (see Article A201).

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

A506 Production Information. The Producer shall submit to the nearest local Guild office not later than forty-eight (48) hours whenever possible, and in any event not less than twenty-four (24) hours, prior to the first scheduled working day, the following information when known:

- (a) Name of Producer
- (b) Title of Production

- (c) Production dates and location
- (d) Cast list of Performers
- (e) Persons or groups for whom work permits are required
- (f) Name of Production liaison (see A513(ii))
- (g) Names of all children engaged
- (h) Names of Performers engaged to appear nude.

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

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

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

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

A511 Access to Studio or Location. The Producer shall allow a Guild representative access to sets and locations upon reasonable notice to verify compliance with the terms of this Agreement. Any such access shall not interfere with the production schedule.

A512 The Producer shall require any "subcontractor" who he/she/it engages to make a Production in Canada to apply rates which are not less than the rates set forth in this Agreement and to adhere to all the other terms and conditions of this Agreement. This requirement shall be a condition of engagement of such an independent Producer.

A513 Production Records.

i) The Producer shall maintain adequate records with respect to Performers. Such records shall include the following:

- (a) Name of Performers engaged and categories of performance.
- (b) Date or dates of services rendered by Performers.
- (c) Amount paid for such services.
- (d) The hours worked.

(e) The name and number of the Program or Episode (where applicable).

(f) The date of the first use in each medium when known.

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

(h) Daily call sheets (if such call sheets are not available, such information as normally included in the call sheet(s) will be supplied to the Guild or its designated representative).

(i) A copy of the script and all script changes.

(j) Description(s) of stunts.

(k) Updates of the shooting schedule.

(l) Casting notices.

(m) Calculation sheets.

(ii) The Producer 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 to resolve disputes.

ii) Where requested by the Guild the Producer shall furnish the Guild with a copy of such information relating to any Performer concerning any or all of the aforementioned matters. To facilitate the maintenance of such information, the Producer shall be supplied with "Performers Work Report" forms by the Guild as reproduced in Appendix "B", and shall ensure that such forms shall be available to the Performers at the location of work.

A514 Security for Payment.

(a) The Guild is entitled to require a Producer to post, no sooner than thirty (30) days prior to the commencement of work by the Performers, a security for payment sufficient to cover two (2) weeks' Performer payroll (to be based upon the Production schedule provided by the Producer) and the insurance and retirement payments. The security for payment may take the form of a cash deposit to be held in trust by the Guild in an interest-bearing account, and all accrued interest shall be the property of the Producer, or at the Producer's election, the security for payment may take the form of one or more irrevocable letters of credit in favour of the Guild, drawn on a Canadian chartered bank. The face of the letter of credit shall specify that:

(i) The Guild shall be entitled, upon written notice to the Producer, to draw down on the letter of credit. The notice shall stipulate the amount claimed and that such amount is due to the Guild as a result of default by the Producer of its payment obligations as specified in the Agreement;

(ii) the said letter of credit shall have a term commencing not sooner than thirty (30) days prior to the commencement of work by the Performers and terminating at a mutually-agreed date after the completion of principal photography;

(iii) in the event of a dispute involving outstanding payments due under this Agreement, the Producer agrees to re-issue a letter of credit or to post a cash bond in an amount equal to those amounts in dispute for as long as those amounts remain in dispute.

(iv) when a bona fide dispute arises, all remedies and recourse provided by this Agreement shall be exhausted, or an Arbitrator shall rule in favour of the Performer prior to any disbursement from the letter of credit.

(b) The provisions of (iii) and (iv) above shall apply equally to a cash bond.

(c) Notwithstanding Article A514(a), an Established Producer as defined herein shall not be required to post as security a cash deposit, letter of credit or bond, but shall instead be entitled to provide to the Guild with a corporate guarantee, in the form set out in Appendix "C".

An Established Producer shall mean the NFB or a Producer:

i) whom the CFTPA or APFTQ confirms by written notice to be a member in good standing;

ii) who has maintained a permanent active production entity with established offices and staff for the previous four years, and has engaged Guild members for a minimum of eight hours of completed programming; and

iii) who has had a good track record for payment of Guild members, excluding minor infractions.

(d) The Producer shall give the Guild notice no later than 30 days prior to the start of principal photography of its intention to provide a corporate guarantee, and shall contact the Guild within five days of giving such notice to discuss the form of such guarantee.

(e) Should the option for a corporate guarantee be denied, a

timely request having been made, the Producer shall have recourse to the following appeal procedure:

(i) the Guild shall meet with the Producer within five (5) business days of denial of a request;

ii) an appeal committee shall be formed which will consist of the National Executive Director (Performer's Guild) and a representative of the CFTPA;

iii) should there be no consensus at this meeting, the Producer shall post the cash bond required by the Guild as a gesture of good faith pending the outcome of presenting his case in front of the Joint Standing Committee as set out in Article A10 of the Performer Agreement; and

iv) should the Joint Standing Committee rule in the Producer's favour, the Guild will immediately return the cash bond, with interest if applicable, and accept the alternative security payment agreed to by the Joint Standing Committee.

A515 When a Performer and a Producer's representative sign the work report (see Appendix "B"), the representative of the Producer shall, if presented with it at the same time, sign the Performer's personal time record (i.e. diary). A copy of the work report shall be sent to the Guild.

A516 The Producer shall advise the Guild at the earliest opportunity of any injury to a Performer on set or on location.

A517 The Producer shall indemnify the Performer against all legal costs and any judgement arising out of a performance based upon a script supplied to him/her by the Producer and performed by the Performer as directed by the Producer, provided the Performer cooperates with the Producer in both notifying the Producer of any threatened action and of the commencement of any proceedings, and in the defence of any action; and further provided that the Performer makes no admission of liability without the prior authority of the Producer.

ARTICLE A6 - OBLIGATIONS OF THE GUILD AND PERFORMERS

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

A602 The Guild undertakes to require and maintain professional conduct from Performers engaged to perform under the provisions of this Agreement. In the event that unprofessional conduct of one or more Guild members engaged under the provisions of this Agreement jeopardizes the day's production, the member or members, subject to the grievance procedure, may be found to be in breach of this Agreement and may be directed by a Joint Standing Committee or by a duly-appointed Arbitrator to provide compensation.

A603 When a Performer does not fulfil a contracted engagement which causes a cancellation, postponement or a delay of Production and subject to the grievance procedure, the Performer may be required to forfeit his/her fee, except where the Performer's failure to fulfil such an engagement is caused by illness (subject to A1909) or other reason beyond the control of the Performer. Certification of illness must be supplied if requested by the Producer. The Producer shall not withhold any of the Performer's fee pursuant to this Article, but may pay the disputed amount to the Guild, in trust, pending the determination of the Joint Standing Committee of whether there has been a breach of the contract by the Performer. The Joint Standing Committee will meet within seven (7) days of a dispute arising under this Article.

A604 Performers to Report. Performers shall report to the Producer or his/her representative before leaving the studio or location following the completion of scheduled work. The Performer shall sign a Performers work report as provided in A513(iii) and shall ensure that a representative of the Producer also signs the same record. In the event of a dispute, the Performer shall report such dispute to a Guild steward or the nearest Guild office. Should the Producer require the services of the Performer for a further period of time, the Performer shall accept such further engagement, provided it does not conflict with some previously arranged engagement.

A605 The Guild may, as the occasion demands, appoint a full-time steward or an in-cast steward or both to generally enforce and administer the provisions of this Agreement at the studio or on location on behalf of the Guild.

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

A607 A Performer shall identify to the Guild Steward any perceived breach of this Agreement in order that the Guild Steward may give

the Producer the opportunity to remedy such perceived breach at the earliest opportunity in the spirit of this Agreement.

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

ARTICLE A7 - QUALIFICATION OF PERFORMERS

A701 In accordance with A501, preference of engagement shall be given to Guild members. However, after making reasonable efforts to comply and having established that a person who is not a member of the Guild is required in a Production, then application shall be made for a work permit at the nearest Guild office at least forty-eight (48) hours prior to the commencement of work, and the following procedure will apply for the issue of work permits:

(a) Principal Performers who are resident in Canada shall pay \$110.00 for the first week of production on any Program for which the Performer is engaged. For the second and each subsequent week for which Performer is engaged, a work permit fee of \$65.00 shall be paid by the Performer.

(b) Other Performers (except Performers in Extra categories) who are resident in Canada shall pay \$85.00 for the first week of Production on any Program for which the Performer is engaged. For the second and each subsequent week, a work permit fee of \$45.00 shall be paid by the Performer.

(c) Subject to the other provisions of this Article when a work permit is issued to a Performer who is not a Canadian and not a member of the Guild, the fee for such work permit shall be \$175.00 per week of recorded performance for which the non-Canadian Performer is engaged.

Note: For the purposes of clarification, a "week" as used in this A701(a), (b) and (c) is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

A702 The engagement of members of Union des Artistes will be governed by the reciprocal agreement between the Guild and Union des Artistes.

A703 Engagement of Non-Canadians. In order to maintain a permanent Canadian film and television production industry capable of producing high quality Canadian Productions for the use of audiences in Canada and elsewhere, the Producer agrees that the progressive development of a pool of Canadian talent of all kinds should be encouraged.

The Producer agrees that Canadian Performers should be given the opportunity to play leading and challenging roles in all areas of film and television production.

Notwithstanding the provisions of A703(A) and (B), this article may not apply (at the discretion of the Guild which will in each case advise the Associations prior to the Guild making such a decision) in the instance of an "on-location Production" which is being undertaken in Canada by a non-resident Production company.

However, the Producer agrees that all other terms and conditions of this Agreement shall apply in all respects to such "on-location Production".

(A) Feature Productions.

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

(a) (1) One (1) non-Canadian may be engaged for a feature Production, and

(2) a second (2nd) non-Canadian may be engaged only if a Canadian Performer receives billing that is not less than the second (2nd) most prominent cast billing, and such Canadian Performer is one of the two highest paid Performers in the cast.

For the purposes of A703(A): "Feature Production" means a Production (excluding a Variety Production) the length of which is seventy-five (75) minutes or more; and

"Canadian Performer" means a Performer who is either a citizen of Canada or a permanent resident of Canada.

(b) Notwithstanding the provisions of A703(A)(a), the Guild recognizes that it may be necessary in certain Feature Productions for the Producer to allocate billing to one Performer and compensation to a different Performer. In such circumstances, the Producer may make application to the National Executive Director of the Guild for consideration of such requirements. The application shall include the script, proposed roles, billing and compensation for the Canadian Performers named in the application and such other documentation as may reasonably be required by the National Executive Director. All required documentation and the oral submissions, if any, from the applicant shall be considered confidential communications. The decision of the National Executive Director shall be made and communicated to the applicant as promptly as possible in the circumstances.

(c) Additional work permits may be issued for Performers in a work category other than Principal Actor where the Performer's

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

(d) In the event the Production of a Program requires one or more roles for which an unusual physical skill or physical attribute are necessary and such requirements cannot be filled by the application of the above provisions, application may be made to the National Executive Director of the Guild for additional work permit(s). It is understood that such an application shall not be considered if the Producer has not made reasonable efforts to comply with A703(A) (a).

(B) Television Programs.

With respect to a television Program or Series, the Production shall be governed by the following provisions with respect to the engagement of non-Canadian Performers.

(a) Variety Special or Series. The total number of permits issued to non-Canadian Performers shall not exceed fifty percent (50%) of the contracted Principal Performers, Variety Principals or Specialty Acts. Non-Canadian Performers shall not be engaged in any other performance category.

(b) Single Drama Program (other than a Feature Production). The total number of work permits shall not exceed fifty percent (50%) of the Principal Performers to a maximum of two (2) per Program. Non-Canadian Performers shall not be engaged in any other performance category in the Program.

(c) Drama Series. For continuing roles in a drama Series, the number of permits issued to non-Canadian Performers shall not exceed one (1) in four (4) of the total number of Principal Performers contracted for the Series. With regard to "special guest stars", the Series total of non-Canadian talent engaged shall not exceed fifty percent (50%) of the total number of "special guest stars" contracted.

(d) Quiz, Panel and Game Shows. In no case shall the Host, Master of Ceremonies or Moderator be a non-Canadian Performer. No more than one (1) Performer in four (4) of the regular panel may be a non-Canadian Performer. Contestants or guests will be issued work permits.

(e) Talk, Interview and Public Affairs Programs/Series. The engagement of non-Canadians shall be limited to guest appearances. Non-Canadians shall not be engaged as Hosts, except for public affairs Programs/Series in which specialized or expert knowledge is required.

(f) The foregoing limitations on the engagement of non-Canadian Performers in television Programs and Series may be modified by the Guild in the case of a Program or Series which is a co-production with a non-Canadian Producer(s) (who or which is contributing at least one-third (1/3) of the gross Production budget), and in which co-production it is established that non-Canadian Performers are a condition of such co-production.

(g) Additional work permits may be issued to Performers in television Programs or Series in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. The Guild agrees that such work permits shall not be unreasonably withheld.

(C) Co-productions and non-Canadian Content Productions

(a) Where it is established that a Production is a co-production governed by an official co-production treaty between Canada and another country (or countries), the parties to this Agreement recognize that the application of A703(A) or (B) may be subject to the terms of the relevant international co-production treaty.

(b) In the event that an entirely privately financed Production is to be produced in Canada, the foregoing provisions of A703(A) or (B) may be modified by the Guild. In such instances, the Producer shall be required to provide the Guild prior to commencement of production with information and supporting documentary evidence which establish that:

(i) the Producer has not and will not apply for certification of such Production by CAVCO or Canadian Content under the CRTC;

(ii) Telefilm Canada has no financial participation in the Production;

(iii) no Crown agency or corporation and no public institution has participated in the Production either in the form of a financial participation or by the provision of Production facilities or personnel.

In addition, the Producer will be specifically required to provide the Guild with a written undertaking that the Producer or any agent or representative of the Producer shall not at any time apply for certification by CAVCO or for Canadian Content by the CRTC. A copy of such written undertaking shall be filed with CAVCO and the CRTC.

Finally, the Producer agrees to undertake best efforts to engage Canadian Performers in all roles in the Production.

ARTICLE A8 - CONDITIONS OF ENGAGEMENT

A801 Upon Booking, Performers shall be given specific notice of the part to be played, wardrobe requirements, date(s), time and place of production and a work schedule. The Booking, except for Extras, shall be confirmed in writing by means of a completed contract which shall specify all terms of the agreement including, but not limited to definite date(s) and fee(s). Such confirmation shall be made within five (5) days of the Booking whenever possible. In the event the Producer is unable to confirm the Booking within five (5) days, the Producer shall arrange with the nearest Guild office for the extension of such confirmation.

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

A803 The Performer shall be provided with a contract at least forty-eight (48) hours prior to the commencement of work. Where exceptional circumstances dictate, the Producer may apply to the nearest Guild office for relief from the provisions of this Article. The Performer shall return a fully executed copy of the contract to the Producer the earlier of forty-eight (48) hours of receipt or commencement of rendering of services. The Producer shall file a copy of each contract with the nearest Guild office. The Guild undertakes to maintain such information confidential and shall not allow anyone who is not a full-time employee of the Guild or a party to the contract access to same without prior written consent of the Producer.

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

A805 Series Options. A Performer may grant an option for his/her 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 of the applicable minimum fees; and,

(c) the contracted fee payable for each successive year optioned is at least one hundred and fifteen per cent (115%) of the previous year's contracted fee; and

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

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

(f) the option provides that either party may require a mediation meeting at the time the option is exercised. The meeting shall be convened between the Performer and the individual identified by the production entity as the Producer. The Performer and the Producer may mutually agree on a third party to act as mediator. Any cost of such third party mediation shall be borne by the party requesting mediation. The parties shall not be entitled to be represented or accompanied, except where the Performer is a child, he/she may be accompanied by a parent or guardian. The parties shall be entitled to air any difficulties or problems they experience with regard to the Performer's contract or the Performer's role in the production, so they may cooperate in resolving or clearing such difficulties or problems. Mediation meetings may not be requested more than once in year. Contracts may only be amended upon written consent of both parties.

Notwithstanding the foregoing, A2901 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 per cent (200%) of minimum fees, whichever step-up is applicable, only if the option is exercised and the pilot is broadcast within the Series.

ARTICLE A9 - NO STRIKE AND UNFAIR DECLARATION

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

A902 Producer's Refusal to Abide by or Follow Grievance or Arbitration Procedure or Decision. Where a Producer does not abide by, or declares his intent not to abide by the grievance or arbitration procedure, or refuses to comply with a decision rendered pursuant to Article A10 by a Joint Standing Committee or an Arbitrator, the Guild may declare such Producer an "Unfair Producer" upon 10 days notice to the Producer concerned and to the Producer's

Association, and instruct the members of the Guild or members of another ACTRA guild not to work for such Producer.

A903 Performers shall not be required to work for a Producer declared unfair by the Guild.

ARTICLE A10 - GRIEVANCE PROCEDURES AND RESOLUTION

A1001 The parties agree that any party exercising its rights under the provisions of the Agreement does so without prejudice to its relations with the other parties.

A1002 Where a dispute arises out of, or in connection with, this Agreement, or any deal memorandum or contract between a Performer and a Producer, the dispute shall be resolved in accordance with the procedures set out in this Article.

A1003 A complaint of a minor nature may be settled at the time of its occurrence by the Guild Steward and the authorized representative of the Producer.

A1004 In the event that the complaint is not resolved in the manner described in A1003 above, either party to the complaint may initiate a grievance within 90 days. The Performer must advise the Guild within thirty (30) days of the date on which the Performer becomes aware of the act or omission giving rise to the grievance.

A1005 A grievance shall be considered initiated when the initiating party (the "Grievor") sets forth in writing the facts giving rise to the dispute, the relevant articles of the Agreement or the individual contract, and the remedy sought, and delivers the Grievance to the other party to the Grievance (the "Respondent") and to the organization to which the Respondent belongs. In all cases concerning a Performer, the Guild will be considered the Grievor or the Respondent, as the case may be. The Association to which the Producer belongs shall be advised by the Grievor. When the Producer is not a member of one of the Associations, the Grievor shall advise all of the Associations.

A1006 The Guild or the Associations, as the case may be, shall notify forthwith the other parties to this Agreement of the Grievance and provide each with a copy of the Grievance. A representative of the Guild, a representative of the Associations, designated by the Associations, the Producer or its duly authorized representative, and the Performer or his/her representative shall meet within five (5) business days to attempt to settle the Grievance informally. The persons present at the Grievance Meeting shall have the authority to settle the Grievance. The settlement, if any, shall be noted in writing and signed by those attending the Grievance Meeting, each of whom shall

receive a true copy of the terms of the settlement. A copy shall be sent to each of the Associations and to the Guild. Such settlement shall be binding on all parties.

A1007 Those present at the Grievance Meeting shall adduce all available and relevant facts, documents and evidence in order that the parties may have the clearest understanding of the issues. At the meeting there shall be a full and frank discussion of those issues in order to achieve a fair and workable settlement.

A1008 In the event that attempts to settle the matter have not resulted in a satisfactory settlement of the Grievance, any party to the Grievance may, within seventy-two (72) hours following the Grievance Meeting, give written notice to the other parties attending the Grievance Meeting and to the Associations, referring the Grievance to the Joint Standing Committee.

A1009 The Joint Standing Committee shall convene, at a time and place to be agreed by the Guild and the Associations, within three (3) weeks of the receipt of the notice described in A1008 above.

A1010 The Joint Standing Committee shall consist of a panel, not fewer than four (4) and not more than six (6) representatives of the Associations and the Guild.

A1011 The Association's representatives shall be directors, officers or permanent employees of Producers who are currently, or have been within the preceding twelve months, a signatory to this Agreement. No one appointed to the Joint Standing Committee shall have been involved in the Grievance prior to appointment to the Joint Standing Committee. The Associations shall advise the Guild as to the number of representatives to be appointed to represent the Associations. Guild staff shall not be appointed to a Joint Standing Committee. Save where an NFB representative is appointed in a matter in which the NFB has no interest, employees of the Associations shall not be appointed to a Joint Standing Committee.

A1012 At least seventy-two (72) hours prior to the Joint Standing Committee hearing, the parties to the Grievance shall present all documents, including all correspondence to which they intend to refer during the course of the meeting; moreover, they shall inform the Guild and the Associations of any witnesses they intend to call.

A1013 The Joint Standing Committee shall appoint a chairperson from among themselves. The Joint Standing Committee may establish its own procedures and guidelines for the hearing, including the recording of minutes or notes. The Joint Standing Committee shall be governed by the following principles:

i) both parties shall have full opportunity to be heard;

ii) neither party shall be surprised by evidence or facts adduced before the Joint Standing Committee; and,

iii) the Joint Standing Committee may recognize industry practices where reasonable to do so under the circumstances.

A1014 When the Joint Standing Committee is satisfied that it has heard fully from the parties to the Grievance, the Joint Standing Committee shall dismiss the parties in order to consider and render its decision.

A1015 The Joint Standing Committee shall not have the authority to amend, modify, add to, or delete any provision of this Agreement.

A1016 All decisions of the Joint Standing Committee shall be in writing and shall be signed by the members of the Joint Standing Committee. A copy of the decision shall be sent to the parties to the Grievance, to the Guild and to the Associations.

A1017 A majority decision of the Joint Standing Committee shall be binding on all parties to the Grievance. If the Joint Standing Committee fails to reach a majority decision, either party to the Grievance may, within two (2) weeks of the date of the hearing, refer the matter to Arbitration, by giving notice to the other party to the Grievance, to the Guild and to the Associations.

A1018 Arbitration. Within two (2) weeks of the notice of intent to refer, as described in A1017 above, a time and place for Arbitration shall be agreed, taking into account the availability of the Arbitrator.

A1019 The Arbitrator shall be such person upon whom the Associations and the Guild agree.

A1020 The Arbitrator shall not have the power or authority to amend, modify, add to or delete any provision of this Agreement or any part thereof.

A1021 The cost, fees and expenses of the Arbitrator shall be shared equally by the Grievor and the Respondent.

A1022 The decision of the Arbitrator shall be issued in writing to the parties to the dispute, and to the Associations and shall be final and binding on the parties.

A1023 Any time limits prescribed herein may be extended by mutual agreement of the parties to the Grievance and the Associations.

A1024 Notices required to be given or sent pursuant to this Agreement shall be mailed, postage pre-paid, delivered personally by courier, or sent by telex, telefax, or other means of near instantaneous communication, addressed as follows:

To the Guild: ACTRA Performers Guild
2239 Yonge Street
Toronto, Ontario
FAX: (416) 489-8076
Attention: National Executive
Director - Performers Guild

To the Associations: Canadian Film & Television
Production Association
175 Bloor Street East
Suite 806
Toronto, Ontario
FAX: (416) 922-4038
Attention: Director -
Industrial Relations

APFTQ
740 rue St. Maurice
Bureau 201
Montreal, Quebec
H3C 1L5
FAX: (514) 392-0232
Attention: Presidente

NFB
3155 Cote de Liesse
Montreal, Quebec
Attention: Chief of Staff Relations
FAX: (514) 283-5850

To the Producer and to the Performer: at the address noted on the Letter of Adherence or the deal memo or contract or other such address as the Producer or Performer advises the other parties hereto from time to time.

ARTICLE A11 - WORK DAY FOR PERFORMERS

- A1101 Work Day. Subject to A1501, the work day shall consist of eight (8) consecutive hours in any day exclusive of meal periods. The work day shall commence at the Performer's Call time or when the Performer commences make-up, whichever is earlier, and the work day does not end until the Performer is out of make-up and costume.
- A1102 Calendar Day. A work day starting on one calendar day and continuing into the next, shall be deemed to be one (1) work day, namely that on which work started, provided that work past midnight was originally scheduled.
- A1103 Night Shoots. The Performer must receive prior notice of scheduled night work (i.e. Call between 1900h and 0600h).

ARTICLE A12 - OVERTIME

- A1201 Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate, and in excess of twelve (12) hours at the rate of two hundred percent (200%) of the Performer's contracted hourly rate. Periods of one-quarter hour or less may be paid in quarter hour units, at the pro rated rate.
- A1202 When a Performer is required to work on a Production for six (6) consecutive days, the Performer shall be paid for the sixth (6th) day at one hundred and fifty percent (150%) of the Performer's contracted daily, hourly or overtime rate.
- A1203 When the exigencies of the production schedule demand extraordinary measures and require a Performer to work seven (7) consecutive days, the Performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly or overtime rate.
- A1204 The maximum compounding effect of the application of overtime and penalty payments provided in this Agreement shall not exceed three hundred percent (300%) of the Performer's contracted hourly rate.

ARTICLE A13 - REST PERIODS

- A1301 Rest Between Days. There shall be a rest period of not less than ten (10) hours between the end of one work day and the beginning of work on the next day. If a Performer is required by the Producer to report for work within such a ten (10) hour period, the Performer shall be paid for such hours at the rate

of two hundred percent (200%) of such Performer's contracted hourly rate.

- A1302 Rest Periods. There shall be at least a five (5) minute rest period provided for each hour of work. During actual shooting on set or location, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day.
- A1303 Rest Periods for Puppeteers and Dancers. Puppeteers and Dancers shall be permitted ten (10) minutes rest in each hour during which they shall not be required to perform any physical action. However, consultation and planning may take place during such rest.

ARTICLE A14 - MEAL PERIODS

- A1401 (a) Each Performer shall be provided a meal period of one (1) hour not later than the completion of the first six (6) hours of work, calculated from the first call for the Performer. When the Performer's call is for make-up or wardrobe, the six (6) hour period of work shall commence from such call. In the event that the first meal break of the day is called at the completion of five (5) hours' work, there will be no requirement for a Substantial Snack to be served. If the meal break is called after six (6) hours a Substantial Snack shall be served. Meal periods shall not be considered as time worked and shall not be paid. Subsequent meal breaks will be called no less than six (6) hours after the resumption of work, except as modified in A1404.
- (b) At the Producer's option, the first meal break may be one half hour in length, in which case the meal break shall be paid and considered to be part of the work day. In this case, it shall be the Producer's responsibility to provide the meals at the Producer's expense on the set.
- (c) The Producer may at its option call for a non-deductible breakfast for Performers whose call time is prior to that of the crew, in which case the next meal break will be six (6) hours from the general crew call.
- A1402 Where the exigencies of Production require, the unpaid meal break may be extended by one-half (1/2) hour, which in turn shall extend the work day. Where this provision is used, all Performers working on the Production must have their meal break extended by the same one-half (1/2) hour.
- A1403 Where the meal is not provided on the set, actual time spent in travelling to and from the restaurant or other eating establishment shall be considered work time.

A1404 There shall be a meal period of at least one-half (1/2) hour after each four (4) hours of overtime worked.

A1405 Where the exigencies of Production make it necessary and the Performers agree to work during the meal period, each Performer shall be compensated at two hundred percent (200%) of the Performer's contracted hourly rate (calculated in quarter-hour units) in addition to the applicable payment for the period being worked, until the meal period is provided. The meal period shall be provided at the earliest time possible thereafter. Completion of the shot shall not be considered a breach of this Article.

A1406 It is understood that under certain circumstances, particularly on location, normal meal facilities may not be readily available. Should reasonable restaurant facilities not be available either by virtue of location or of scheduling, it shall be the Producer's responsibility to provide the meals at the Producer's expense on the set. It is understood that "snacks" (i.e. soft drinks and hot dogs, etc.) do not constitute a proper meal.

ARTICLE A15 - TIME FOR MAKE-UP, DRESSING, COSTUME FITTING

A1501 Time for Make-up, Hairdressing, etc. When a Performer is required to report for make-up, hairdressing, wardrobe or fitting, immediately prior to the Performer's production Call, the following conditions shall apply; a maximum of one (1) hour at the Performer's applicable straight time hourly rate, calculated in one-quarter (1/4) hour units, shall be payable and shall not be computed to create an overtime situation. Time in excess of one (1) hour shall be considered as part of the regular eight (8) hour day.

A1502 Choosing and Fitting Wardrobe. Where a Performer is required to report on other than a regular production day for choosing or fitting wardrobe, payment of \$50/51.50 or the Performer's contracted hourly rate, whichever is greater, shall be made for all time spent on each occasion the Performer is so required to report. There shall be a minimum call of two (2) hours for such work. The payment is not required if such time is otherwise being credited and paid for at the applicable hourly rate. The Performer shall sign-in on a sign-in sheet, a copy of which will be sent to the Guild.

A1503 Costume Call. Where a costume call is required for any group of Performers, such calls shall be staggered in order to avoid unnecessary waiting.

A1504 Hair. No Performer shall be required to cut or change the style or colour of his/her hair, unless this has been agreed prior to

booking. No Performer shall cut or change the style or colour of his/her hair after the time of booking without the consent of the Producer.

ARTICLE A16 - WARDROBE

A1601 Regular Wardrobe. Where the Producer requires the Performer to supply in excess of two (2) changes of clothing in any Production, the Performer shall be compensated at the rate of \$11.25 per change, per Production. The Producer may not specify wardrobe requirements as a condition of engagement.

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

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

ARTICLE A17 - TRAVEL AND EXPENSES

A1701 Travel time shall be calculated from the Performer's city of residence by the quickest means of regularly scheduled carrier, unless the Producer requires the Performer to travel by alternative means. Travel time shall be calculated from door to door or from central point to central point as agreed between the Guild and the Producer.

A1702 Travel time shall be payable when a Performer travels to and from:
(a) a Nearby Location beyond a 40 km. radius from the city centre or such other specified central point, as may be agreed upon by the Guild and the Producer; or
(b) a Distant Location.

A1703 Travel time shall be paid at no less than the minimum hourly rate in one-quarter (1/4) hour units to a maximum of eight (8) hours in any twenty-four (24) hour period, except if a Performer is paid for work time on the travel day, and the combined work and travel time for that day do not exceed eight (8) hours.

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

(i) Actual transportation expenses which a Performer is required by the Producer to incur on scheduled carriers covering economy air, first class rail fare or such other transportation as bus, taxi or limousine;

(ii) A kilometrage allowance of \$ 0.30 per kilometre if the Performer is required to use his/her own automobile;

(iii) All rental or leasing costs where the Performer is required by the Producer to lease or rent a vehicle;

(iv) All costs for taxi, limousine or other transportation which the Performer is required by the Producer to use in order to get to and from the destination required by the engagement;

(v) A per diem allowance of \$50.00 in the case of a Nearby Location or \$135.00 in the case of a Distant Location for each day the Performer is required to be away from home to cover all personal expenses. However, if meals or living accommodation are provided at the expense of the Producer, the per diem allowance may be reduced in the following manner:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$25.00
Accommodation	\$85.00

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

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

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

A1708 When the Performer is required to fly by regularly-scheduled carrier, and where flight insurance is available to the Performer, the Producer shall reimburse the Performer, upon presentation of a receipt, the cost of securing flight insurance with a death benefit of two hundred and fifty thousand dollars (\$250,000.00).

ARTICLE A18 - HOLDING CALLS

A1801 Hold Over on Location. In the event the Producer requires a Performer to be on location on a day or days either prior to or following a contracted day of work in any one engagement, the Performer shall be paid fifty percent (50%) of the Performer's contracted daily fee for the first two (2) such days and one hundred percent (100%) of the Performer's contracted daily fee for each such subsequent day; provided, if the Performer arrives on location on the evening prior to the morning call of a contracted day or if the Performer leaves the location on the morning following a contracted day when scheduled carriers are available, the Performer shall be entitled to payment in accordance with A17 for the day of arrival and departure only. There shall be no compensation (other than that required by A17, e.g. per diems) when Performers are on overnight location during the normal one-day or two-day weekly rest period (also known as "Production down days").

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

ARTICLE A19 - CANCELLATIONS AND POSTPONEMENTS

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

A1902 Cancellation of a Single Production. If a single Production is cancelled for any reason other than that provided in A1901, the

Producer shall not be required to pay the Performers, provided notice of such cancellation is received by the Performers two (2) weeks in advance of the first call and confirmed in writing. Should the Producer be unable to give a full two (2) weeks' notice, the Producer shall be liable for all time contracted in the two (2) week notice period.

A1903 Where a cancelled Production is subsequently remounted within a period of twelve (12) months from the original cancellation, Performers originally contracted shall have first opportunity to accept their previous assignments on such Production. After the expiry of the twelve (12) month period, the Producer has no obligation to the original Performers.

A1904 Cancellation of a Series Production. Conditions for cancellation of a Series shall be the same as a single Production except that notice of cancellation for a Performer engaged for more than a single Episode but less than twenty-six (26) Episodes shall be not less than three (3) weeks and notice of cancellation to a Performer engaged for twenty-six (26) or more Episodes in a Series shall be not less than four (4) weeks. Failure by the Producer to provide notice as stated above shall make the Producer liable for all time contracted in the three (3) and four (4) week notice period referred to in the preceding sentence. Except as provided elsewhere in this Agreement (see A805), a Performer may cancel out of a drama Series or drama Serial Production provided written notice of the Performer's intent to cancel is given to the Producer at least eight (8) months prior to the effective date of the cancellation. Notice shall be deemed to have been given if sent by registered mail to the last known address of the Producer.

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

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

(i) If the notice of change is given to the Performer less than twenty-four (24) hours before the hour scheduled for work to commence, the Performer shall be paid in full the Contracted Fee for the original day.

(ii) The Performer shall be paid fifty percent (50%) of the Contracted Fee for the original day if the notice of change is given to the Performer less than thirty-six (36) hours before the hour scheduled for work to commence.

(iii) If thirty-six (36) or more hours notice has been given, no payment to the Performer shall be required for the original day. If such change in scheduled day conflicts with any other confirmed engagement, then the Performer shall be compensated in full for the engagement which the Performer is unable to fulfil. For the purpose of this clause, where the Call time of the Performer has not been specified, it shall be considered to be 10:00h, except when it has been designated as a night shoot, in which case the Call shall be considered to be 19:00h.

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

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

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

(a) terminate the engagement forthwith upon payment to the Performer of monies accrued to the date of the Performer's absence; or,

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

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

(a) if the cancelled day is not rescheduled, the Performer shall be paid one hundred percent (100%) of the Performer's Contracted Fee; or,

(b) if the cancelled day is rescheduled for a day when the Performer is available, the Performer shall be paid an additional fifty percent (50%) of the Contracted Fee for such rescheduled day; or,

(c) if the cancelled day is rescheduled for a day on which the Performer has a prior Booking, the Producer shall:

(i) excuse the Performer so that the Performer may fulfil the previous commitment; or,

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

ARTICLE A20 - WORKING ENVIRONMENT

A2001 Dressing Room and Sanitary Provisions.

(a) Performers may refuse to commence work at any set or location, where the Producer fails to provide the following facilities:

- (i) a supply of pure drinking water;
 - (ii) a suitable seat for each Performer during rest periods;
 - (iii) a stretcher or a cot of a type suitable for use as a stretcher;
 - (iv) dressing room facilities where male and female Performers may separately change their clothing in privacy and comfort;
 - (v) separate dressing room facilities for minors of each sex;
 - (vi) a place of safekeeping (such as a locker room) for the proper maintenance of the Performer's clothing during working hours;
 - (vii) clean and accessible toilets and washrooms.
- (b) The Producer shall, where possible, provide for the exclusive use of Performers, clean and comfortable facilities (such as dressing rooms in studios and either trailers or Winnebagos on location) with reasonable temperature and adequate amount of space.
- (c) The Producer shall be responsible for damage to, or loss of the Performer's wardrobe or property, unless dressing room facilities are provided adjacent to the set or location on which the Performers are required to work.

A2002 Safety Provisions - Dancers. Performers shall not be required to dance on concrete or marble floors or on any other surface which the Guild shall deem to be injurious or unsafe, or on wood or on any other substance laid directly over such a floor. It is understood that the Producer may request that the Guild waive the above provisions when it is deemed that such precautions are not necessary for the style of dancing to be performed, such as the minuet.

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

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

ARTICLE A21 - UPGRADING

A2101 When a Performer is upgraded in category during the course of Production, (except as provided in C405, i.e. Extras upgraded in an Extra category), the Performer shall receive payment in accordance with fees and rates for the higher category of performance for the entire period of the engagement in the same Program or Episode. When an Extra by virtue of an individual characterization or the addition of dialogue is upgraded to Principal Actor or Actor, the Performer shall be contracted and receive payment in accordance with the fees and rates for the higher category which shall be retroactive for all days during which the Performer was engaged to portray such role or individual characterization. The aforementioned upgrading of an Extra need not apply retroactively provided that the Extra so upgraded has not been previously identified with such role or individual characterization.

ARTICLE A22 - DOUBLING

A2201 Performers Doubling. Performers (on- or off-camera), except Extras, who are engaged to perform in more than one category or role shall receive an additional payment of fifty percent (50%) of the day's total Net Fee for each day on which the additional category is scheduled and/or performed. The foregoing may not apply in the case of live pick-up of stage productions under the jurisdiction of Canadian Actors Equity Association (see A3101).

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

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

ARTICLE A23 - OTHER DUTIES

A2301 Additional Services. When a Performer is required to provide additional services such as contacting other Performers, arranging for Auditions, arranging for rehearsals, etc., such Performer shall report to the Producer and to the steward the amount of time involved. Such time shall be paid for at a rate not less than the Performer's minimum hourly rate for his/her category.

A2302 After Shows. Performers engaged for warm-ups and after shows shall receive minimum payment as follows, in addition to any fees required to be paid for a Program in which the Performer is engaged; all Performers in warm-ups and after shows shall be paid an amount of \$138.25/142.25 for each engagement. The above fees shall include two (2) hours included work time for each occasion. Any work time in excess of two (2) hours per occasion shall be paid at the hourly rate of a Principal Actor.

A2303 Choreographer. When a Guild member is engaged as a Choreographer, the person so engaged will be compensated at not less than the rate of the Principal Actor weekly fee for all time spent on the engagement.

A2304 Vocal or Dialogue Coach. When a Guild member is engaged as a Vocal or Dialogue Coach, the person so engaged will be paid at the rate of one and one-half (1 1/2) times the solo Singer fee for all time spent on the engagement.

A2305 Billboards and Series Theme Music.
Minimum Guarantee for each Thirteen (13) Uses - (Four (4) Hours Included Work Time)

Category	Rate
On-Camera Performer	\$372.50/383.75
Off-Camera Performer and Group Singers	\$187.00/192.75

A2306 Public Service Announcements.

Category	Fee	Included Work Time
On-Camera Performer	\$400/412	8 hours
Off-Camera Performer	\$280.50/289.00	1 hour

Hourly rate in excess of included work time up to and including 8th hour on any one day \$50/51.50

Upon payment of the above fees to Performers, such Public Service Announcements may be used up to a maximum period of three (3) years from first use of the announcement. If additional use is desired, such additional use may be contracted for further periods each not more than three (3) years upon:

- (a) renegotiation with the Performer(s) concerned; and
- (b) the Performer(s) being recontracted; and
- (c) the Performer(s) being paid not less than one hundred percent (100%) of the fee paid at the time of original Production.

A2307 Interstitial - Rates. \$189/194.75 per ten (10) minutes of finished recording - one (1) hour of included work time. \$50/51.50 per hour additional work time.

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

A2308 Preproduction Rehearsal. Prior to the commencement of Production, Performers may be called for Rehearsal. Subject to the agreement of the Performers concerned, there may be temporary preservation of Rehearsal performance. Use of such preserved performance is prohibited and the recording shall be discarded when it has served its assessment purpose. Performers shall be compensated for time spent in Rehearsal at the Performer's contracted hourly rate with a minimum four (4) hour call.

A2309 Reading Session. The Performer shall be compensated for time spent in a Reading Session at the Performer's contracted hourly rate with a minimum call of four (4) hours.

ARTICLE A24 - NUDE SCENES

A2401 Where the requirements of a role involves nudity, the following conditions apply:

- (1) Auditions.
 - (a) Performers shall be advised in advance of Auditions if nudity or simulated sexual activity is a requirement of the script.
 - (b) No Performer shall be required to appear nude or semi-nude until after s/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 a maximum of five (5) persons who, it must be demonstrated, have a direct professional or artistic relationship to the Production and to the particular Audition. No other persons will be permitted to observe the Auditions through the use of monitors or 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 of the Audition by any means whatsoever will be permitted without the prior written consent of the Performer which written consent must be provided on a form approved by 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.

(2) Contracts.

(a) The specific requirements, including but not limited to the exact nature of the nude or semi-nude scenes, 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 A24 apply.

(b) Performers may refuse to do anything not specified in

his/her contract without liability or forfeiture of any portion of the contracted fee.

(c) All Performers' contracts must contain as a rider to such contracts all provisions of this Article.

(d) The minimum fee for an Extra appearing nude in a scene shall be not less than that specified herein for an Actor, but such performance shall not attract residuals. The minimum fee for an Actor appearing nude in a scene shall not be less than that of a Principal; however, only those fees earned as a function of the Actor category shall attract residuals.

A2402 Rehearsal and Performance.

(a) With the exception of the final rehearsal for camera and lighting, there will be no rehearsing in the nude or semi-nude.

(b) During the rehearsal as in (a) above, and during the shooting of nude or semi-nude scenes, the set will be closed to all persons (and observation by means of a monitor prohibited), except for those having a direct and proven professional need to be present.

(c) Except for continuity purposes, still photos, polaroids, etc. of nude or semi-nude scenes will be taken only if the Performer gives prior written consent, said consent to specify the nature of the photo and the planned use of said photo. Unused stills, polaroids, etc. and negatives of such scenes will either be turned over to the Performer concerned or otherwise accounted for to the Performer's satisfaction.

(d) Clips or stills of nude or semi-nude scenes shall not be used in promotion, publicity, trailers or in the case of television in recaps of previous Episodes without the written consent of the Performer.

(e) Doubling of a Performer (who did not originally perform in the nude in the Production) to create a nude or semi-nude scene in a Program shall not be done without the written consent of the Performer originally contracted for the role. A complete description of the scene to be doubled will be submitted to the originally contracted Performer at the time of his/her 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.

(f) With the consent of fellow Performers, and with the consent of the director, the Performer may have his/her personal representative on the set.

(g) Where necessary to verify contractual obligations, Performers may request to view the footage at the "fine-cut" stage of a scene in which they appear nude, semi-nude or in scenes of a sexual nature. Permission to view such footage shall not be unreasonably withheld.

ARTICLE A25 - RISK PERFORMANCE

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

(a) Where it is not possible to engage a qualified Stunt Performer and other Performers are called upon to undertake a risk or dangerous performance they may:

(i) negotiate an additional fee which shall not be less than the fee for a Stunt Performer; or

(ii) refuse to perform the risk or dangerous performance but such Performers shall be paid fully for the engagement.

(b) Notwithstanding any agreement to proceed, the parties reserve the right to review the circumstances and require that a stunt fee be paid. If the parties fail to agree, the matter may be referred to the Joint Standing Committee.

ARTICLE A26 - STUNT PERFORMANCE

A2601 Consultation. There shall be a consultation fee of \$113.75/117 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 the Principal Actor'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.

A2602 Performance and Fee. Upon the actual engagement of a Stunt Performer to perform a stunt, the minimum fee shall be that of the Principal Actor 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.

A2603 The contracted fee in A2602 shall be exclusive of any performance in a residual category provided by a Stunt Performer as an Actor, Singer, Dancer, etc. If the Stunt Performer, in performing the stunt, is only doubling photographically for another Performer, the contracted fee in A2602 above is applicable. However, if the Stunt Performer, in addition to performing the stunt, also enacts the role of the "character" involved in the stunt, an additional performance fee applicable to such performance category shall be paid to the Stunt Performer as an Actor.

A2604 A twenty-five percent (25%) discount of the negotiated stunt fee may be applicable for the re-performance of a stunt if the Stunt Performer for any reason, is required to repeat the same stunt the same day.

A2605 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.

A2606 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.

A260 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/her 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.

A2608 Protection of All Performers.

(a) No Performer shall be required to work with dangerous animals without a qualified handler or trainer being present on set.

(b) No Performer shall be rigged with explosives without the presence of a qualified special effects person on the set.

(c) The Producer shall comply with reasonable requests and requirements for safety equipment.

(d) The Producer shall maintain all equipment not provided by Stunt Performers in suitable repair for the safe and proper performance of the stunt.

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

(f) An emergency medical care person, visually identifiable, shall be present on all sets where hazardous work is planned to occur. The Producer shall ensure that the person is properly equipped, establish the capabilities of nearby medical facilities and provide transportation and communication with these facilities.

A2609 Stunt Driving Guidelines. When the Producer requires any of the following conditions to occur, a vehicle driver shall qualify as a Stunt Performer:

- (1) When any or all wheels leave the driving surface.
- (2) When the tire traction is broken, i.e. skids, slides, etc.
- (3) Impaired vision - when the driver's vision is substantially impaired by:

- (a) dust;
- (b) spray (when driving through water, mud, etc.);
- (c) blinding lights;
- (d) restrictive covering of the windshield;
- (e) any other condition restricting the driver's normal vision.

(4) When any aircraft, fixed wing or helicopter, is flown in close proximity to a vehicle, creating hazardous driving conditions.

(5) Whenever speed, close proximity of two or more vehicles, unusual road conditions, obstacles or difficult terrain create conditions dangerous to the driver, passengers, by-standers or the vehicle.

A2610 Stunt Doubling. 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.

ARTICLE A27 - CHILDREN

A2701 Application. The parties acknowledge that a breach or violation of the provisions of this section may result in harm to a child and therefore the parties to this agreement undertake to act expeditiously when a violation is alleged to have occurred. In this regard the Guild and the Associations may agree the circumstances are such that any time periods or steps established pursuant to the grievance procedure be abridged, in order that the dispute be resolved or a breach or default be cured as soon as possible. The Joint Standing Committee shall be entitled to award damages to an aggrieved party for breach of the provisions of this section where the Committee feels such damages are warranted. This section applies to the engagement of children under sixteen (16) years of age.

A2702 For the purposes of this section, "parent" shall include a child's legal custodian.

A2703 Conditions of Engagement. The Producer shall advise the child's parent(s) at the time of engagement of the complete terms and conditions of the employment, including, but not limited to, studio, location, estimated hours, hazardous work and special abilities required. The Producer shall furnish the parents with a script, plus all revisions, prior to shooting.

A2704 The parent shall familiarize him or herself with the requirements of the role as described in the script or otherwise disclosed to the parent. The parent shall be given a copy of Appendices "E" and "F". Appendix "E" and if applicable, Appendix "F" shall be completed and delivered to the Guild and the Producer after a Booking by the Producer but prior to the delivery of a contract to the parent, or in the case of children engaged in the Extra categories, prior to the commencement of work.

The parent shall disclose, in writing, any medical history or condition or any attitudinal or psychological condition of which

the parent is aware which might foreseeably interfere with, or have an impact on, the child's ability to carry out the role for which the child is being considered.

For children six years of age or older, the parent shall execute and deliver with the contract an emergency medical authorization enabling the Producer to obtain emergency medical treatment for the child in the event the parent cannot be located immediately when such treatment is required.

A2705 Work Day. The work day shall not exceed eight (8) consecutive hours per day excluding meal periods. For children under 12 years of age, overtime is forbidden. For children aged 12-15, a maximum of two hours of overtime shall be permitted. For children 12-15 there shall be a rest period of not less than twelve hours between the end of one work day and the beginning of the next work day. For children under the age of twelve, there shall be a rest period of not less than twelve hours between the time the child arrives at his/her home (or place of accommodation, while at a Distant Location) and the time that the child leaves for the set for the next Call. When the Producer is required to provide transportation, best efforts shall be made for children to leave the set within thirty minutes of the end of the child's working day.

A2706 The minimum call for a child Performer under the age of twelve shall be four hours. The minimum fee for such four hour call shall be one-half the minimum daily fees provided in B101. Where the call extends beyond four hours, the call shall automatically revert to an eight hour call.

A2707 Time Before Camera. Children shall not be continually required before the camera or under lights for longer periods of time during a work session than specified below:

2 years and under	15 consecutive minutes (minimum break 20 minutes)
3 - 5 years	30 consecutive minutes (minimum break 15 minutes)
6 - 11 years	45 consecutive minutes (minimum break 10 minutes)
12 - 15 years	60 consecutive minutes (minimum break 10 minutes)

A2708 Presence of Parent or Guardian. A parent of a child under six years of age must be present at all times when a child is on the set and must accompany the child to and from the set or location.

One parent of a child six years of age or older shall have the right to be present at all times when their child is working. The parent shall advise the Producer if and when he or she will be present. With respect to children aged six years or older, the parent shall appoint a responsible chaperon to supervise and look after the child for the duration of the child's engagement, when the parent is not present. The appointment of the child's chaperon shall be completed in triplicate, in the form provided in Appendix "F", one copy of which shall be provided to the Producer, one copy to the Guild and one to be retained by the parent.

A parent or in the absence of the parent, the chaperon, has the right, subject to production requirements, to be within sight and sound of the child. The parent or chaperon shall not interfere with the production. No other person shall accompany the child to the set or location.

Where a parent is required or chooses to accompany the child to a Distant Location, or where a chaperon has been appointed, the Producer shall pay the travel expenses and per diems of such parent or chaperon as a Producer is required to pay a Performer pursuant to this agreement.

A2709 Dangerous Work. No child shall be required to work in a situation that places the child in clear and present danger to life or limb, or if the child or parent believes the child is in such a situation.

A2710 Tutoring. Where any child who normally attends school is required to work during school time, the parent, unless the Producer undertakes to do so, shall consult the child's school principal or regular teacher prior to commencement of work. The Producer shall institute the measures for tutoring that the child's principal or teacher propose. The cost of the tutor will be borne by the Producer.

A2711 Children's Coordinator. When children are engaged, one individual on each set or location will be designated by the Producer to coordinate all matters relating to the welfare and comfort of such children, and the children's parents will be notified of the name of such individual. On any set on which six (6) or more children are engaged, the individual designated as coordinator shall have as their primary responsibility the welfare and comfort of the children.

A2712 Time of Calls. Calls for Auditions, interviews and individual voice and photographic tests, fittings, wardrobe tests, make-up tests and photographic conferences for children shall be after school hours. Calls for actual production shall not be so limited. However, children shall not be required to work beyond 2300h without the consent of the parent.

A2713 Food. The Producer recognizes the special nutritional requirements of children. To that end, the Producer shall provide child Performers with a selection of milk, juices and healthy snacks.

ARTICLE A28 - TALENT AUDITIONS, INTERVIEWS AND INDIVIDUAL TESTS

- A2801 Screen and/or voice tests are those try-out periods wherein a Performer or a Specialty Act, or group of Performers are tested for ability, talent, physical attributes and/or suitability for inclusion in a Production. Performers shall sign-in on a sign-in sheet provided at the place of audition, a copy of the sign-in sheet will be given to the Guild after the completion of the auditions. Performers shall not be required to learn special material or spoken lines or special business. No fees are required for the auditioning of a Performer. It is the intention of this clause to afford the opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than one (1) hour before the commencement of an Audition/interview shall be compensated for all excess time over the hour at the rate of \$25.75/26.75 per hour or part thereof.
- A2802 Audition Recall. Where a Performer is required to attend a third (3rd) or subsequent Audition, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than \$33.25/34.25 for each hour or part thereof.
- A2803 A Performer engaged to take part in another Performer's test shall be paid at the rate of \$17.75/18.25 per hour or a minimum payment of \$87.25/90 whichever is greater.
- A2804 Open Audition Call. Where open Performer Auditions, tests or interviews are to be held for any category, except Extras, notice of such Audition with necessary details shall be given to the Guild not less than four (4) days prior to such Audition when feasible.
- A2805 Preference of Audition. The Producer agrees to give the Guild members preference in the Auditioning of Performers. In the case of "open calls", Guild members shall be Auditioned in advance of and separate from non-Guild members. However, Guild members may be Auditioned during non-member Auditions if they are unavailable during member Audition time.
- A2806 The Producer shall endeavour to provide either transportation or an escort to the nearest public transportation when a Performer completes an Audition or Call during non-daylight hours.

ARTICLE A29 - PILOT PROGRAM

A2901 Pilot Program. The minimum performance and daily fee provided in this Agreement (except for Extras) may be discounted by fifty percent (50%) for the Production of a Pilot Program. Hourly, overtime, or any other rates and fees shall not be discounted. The use of a Pilot Program shall be limited to evaluation purposes, and shall not include broadcast. Any other use of the Program including broadcast shall require a step-up of fees to Performers to the minimum fees in this Agreement, or the contracted fee whichever is the higher and the payment of the applicable use fee(s).

ARTICLE A30 - RETAKES, ADDED SCENES AND AUDIO RECALL

- A3001 A Performer required to do Post-synchronization in the course of a working day, shall do such work and such work may be done without additional compensation.
- A3002 In the event that Performers are required by the Producer to return for retakes following the completion of the regular schedule of work, the Performer shall be obligated to work on such retakes providing such recall to work does not conflict with a prior commitment made by the Performer. Should there be a conflict of engagements, the Producer shall reschedule work to permit the Performer to keep the Performer's prior commitments; or compensate the Performer to the extent of the loss incurred by the Performer in the event the Performer is able to withdraw or postpone the conflicting prior commitment.
- A3003 The Guild must be notified of any proposed work under this Article. If the Security for Payment has been returned to the Producer, a new Security for Payment may be required upon recall. The Guild shall receive work reports concerning such work. Performers shall be contracted and paid the following fees when recalled to work:
- a) On-Camera Work. The original pro-rata contract rate for such day of work.
 - b) Post-Synchronization (On-Camera Performer). The on-camera Performer required to provide off-camera work (post-synchronize such Performer's on-camera performance) following the completion of the schedule of work shall be paid the original on-camera pro-rata contracted hourly rate for a minimum payment of two (2) hours for each day of such recall to work. There shall be no unpaid meal period in a two (2) hour call.
 - c) Recall (Off-Camera Performers). The Off-Camera Performer recalled to provide additional work shall be paid the original pro-rata contracted hourly rate for a minimum of four (4) hours

for each day of such recall to work. There shall be no unpaid meal period in a four (4) hour call.

d) Recall (Narrators and Commentators). The Narrator or Commentator recalled to provide additional work shall be paid the original additional work time hourly rate with a minimum of four (4) hours for each day of such recall to work or the fee paid for the original session, whichever is less. There shall be no unpaid meal period in a four (4) hour call.

ARTICLE A31 - PICK-UP PERFORMANCE

A3101 The Guild's Consent. There shall be no pick-up of Performers in any theatre, nightclub, circus, hotel, studio or other places where Performers are appearing, without the consent of the Guild. When such consent is given, the Performers concerned shall be entitled to additional amounts for such performances as are required under the terms of this Agreement or, where applicable, the reciprocal agreement between the Guild and any other Performer's association having jurisdiction, whichever amount is greater. Upon request, a copy of the applicable reciprocal agreement will be furnished to the Producer. It is agreed that the Guild may waive the provisions of A22 in the case of the pick-up of a live dramatic presentation in which Actors are required to play multiple roles.

A3102 Insert Fees. Where the pick-up of a performance or rehearsal is for the purpose of producing an insert in a Program of longer length (such as a promotional or publicity Program) and no Extra rehearsal or additional work is required by the Performer, the Producer may apply to the National Executive Director of the Guild for fees and rates, including use fees, for such inserts. Such fees shall be based upon the fees provided in this Agreement.

A3103 News Short. Upon the consent of Performers involved, and conditional upon the pick-up of the performance being accomplished during normally scheduled performance or rehearsal, up to two (2) minutes of recorded performance may be used in information Programs only, without additional payment.

ARTICLE A32 - PUBLICITY STILLs, TRAILERS AND PROMOS

A3201 Publicity stills or trailers may be used to publicize a Program in which the Performer has appeared. Still photographs or trailers shall not be used for any other purpose except where the Producer has contracted with the Performer for use of such still photographs and trailers.

A3202 Program Excerpt. An excerpt of not more than two (2) minutes in length, may be used as a trailer or promo, including use in an awards Program for the promotion of a Program or Programs within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips also may be used within a Series from which the footage was taken for recaps, previews or teasers without additional payment.

A3203 If the Producer desires the services of a Performer in making publicity stills, promos or trailers, the Performer shall be paid a fee not less than \$201/207 with four (4) hours included work time, such fee to include thirteen weeks of use.

A3204 The Performer may not take, or cause to be taken, still pictures on the set or location, without the full knowledge and prior consent of the Producer.

ARTICLE A33 - EXCERPTS

A3301 The Producer may take excerpts (other than recaps, previews and teasers) from a Program in which a Performer has participated for use in another Program or Interstitial upon payment to the Performers (except Extras) in the excerpt of a fee not less than the contracted daily fee of those Performers applicable in the same category of performance as the original Program. All other terms and conditions of this Agreement shall apply to the new Program as if the Performer had actually participated. In the case of a Performer required to participate in new work for the Program, a second contract of engagement shall be issued.

A3302 If flashbacks (other than recaps, previews and teasers) are used in an Episode in which a Performer does not otherwise appear, the Performer shall be paid not less than his/her contracted daily fee for the Program from which the flashback footage was taken. All other terms and conditions of this Agreement shall apply as if the Performer had actually participated.

A3303 Opening montages. When a Performer (other than an Extra) appears in an opening montage and in fifty per cent (50%) or more of the Episodes in the Series cycle, he/she shall receive no additional payment for such use. If a Performer appears in an opening montage and in less than fifty per cent (50%) of the Episodes in

the Series cycle, he/she shall be paid a use fee equal to five per cent (5%) of his/her contracted daily fee for each Episode in which the opening montage is used in which he/she does not otherwise appear.

ARTICLE A34 - DUBBING AND DOUBLING

A3401 The Producer agrees that he/she will not, without the Performer's consent, Lip Synchronize or use a Photographic Double in lieu of the Performer, except under the following circumstances:

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

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

ARTICLE A35 - CREDITS

- A3501 In its distribution or licencing agreements with exhibitors, distributors, broadcasters, or similar licensees, the Producer shall include a provision prohibiting the licensee from deviating from the contracted Performer credits. In the case of an inadvertent breach, the breach shall be cured prospectively.
- A3502 In Documentary or Industrial Programs, if any craft credits are given, credits to Performers as provided in this Article shall apply.

A3503 The Producer will use its best efforts to place at the end of each theatrical film and tv movie, a cast of characters naming the Performers and the roles played.

A3504 All credits will be in a readily-readable colour, size and speed, subject only to the requirements of the broadcaster.

A3505 Should the Producer fail to provide the credits on the Program as required above, the Producer agrees to the following remedy:

a) to correct the omission prior to public showing where possible; or

b) if correction as in (a) above is not possible, to fulfil the intent of the provisions for credit by inserting in appropriate daily and/or trade papers announcements for the sole purpose of identifying the Performer whose credit has been omitted. The specific periodicals and the size and content of the announcements will be the subject of negotiation between the Producer and the Performer. Should the parties fail to agree on the nature of these announcements, the matter may be submitted to the Joint Standing Committee for resolution. Cost of these advertisements will be borne by the Producer.

A3506 The Producer shall include the Guild logo on the credit or cast roll, if that of any other union or guild is included, and if the Guild provides the logo on a timely basis.

ARTICLE A36 - PAYMENT

A3601 Payment. It is understood that all fees must be paid within fifteen (15) calendar days following performance.

A3602 Late Payment Penalty. In the event that payment of fees is not forthcoming as prescribed in A3601, the Producer shall pay to the Performer a late payment charge of twenty-four percent (24%) per annum, payable monthly, of the total outstanding gross fees, for each thirty (30) day period or part thereof, beginning with the first day following the fifteenth (15th) day. This provision shall not apply in the following circumstances:

a) Where the Producer has filed with the Guild a bona fide dispute relating to the fees payable.

(b) Late payment of insurance and retirement contributions.

(c) Where normal methods of payment are interrupted, e.g. by reasons of National mail strike.

A3603 Upon receipt of fees, a Performer shall have thirty (30) days in which to report any error in payment, following which the payment shall be deemed to have been correct.

A3604 a) If the Producer sells, assigns, or otherwise disposes of any production produced under this Agreement, or any rights thereto, the Producer shall not be relieved of any of his obligations for payments due under this Agreement, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (the Purchaser) assumes the obligations for such payments by Assumption Agreement in the form contained in Appendix "G", and the Guild approves the assumption in writing. Such approval shall not be unreasonably withheld.

b) Upon seeking the approval of the Guild to a sale, assignment or other disposition as provided for herein, the Producer shall provide to the Guild such information and material pertaining to the Purchaser as the Guild may reasonably require, including but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

A3605 Right of Audit. The Producer agrees that, for the purposes of verifying the propriety of payments made under this Agreement, the Guild shall have full access to and shall be entitled to examine and audit at annual intervals, or more frequently if warranted by the circumstances as determined by the Guild, at normal place of business and normal business hours, all books, records, accounts, receipts, disbursements and any other relevant documents related to the Program.

ARTICLE A37 - ADMINISTRATION FEE

A3701 The Producer shall assist in defraying the cost of administering the terms of this Agreement by paying as an administration fee the following percentage of the Gross Fees paid to all Performers engaged for the production of a Program:

i) If the Producer is a Member in Good Standing of the CFTPA as of the date of the remittance of the fee, (which membership in good standing shall be confirmed by the Association by written notice), 1%, to a maximum of \$1500 dollars per Production or Episode, to each of the Guild and the CFTPA.

ii) If the Producer is a Member in Good Standing of the APFTQ only as of the date of the remittance of the fee, 1%, to a maximum of \$1500 dollars per Production or Episode, to the Guild. A Producer who is a member of the APFTQ only shall pay any levies which may be due to the APFTQ directly to the APFTQ.

iii) If the Producer is the NFB 1%, to a maximum of \$1000 dollars per Production or Episode, to be sent directly to the Guild.

iv) If the Producer is not the NFB or a Member in Good Standing of one of the Associations as of the date of the remittance of the fee, as evidenced by written notice from one of the Associations to such effect, 4%, with no maximum for any Production or Episode, to be sent directly to the Guild.

A3702 A Member in Good Standing is defined as a member of an Association whose payments to the Association for membership dues and administration fees are up to date.

A3703 The Producer shall remit the administration fees to the Guild and to the Association at the same time and for the same period covered by the Production payroll. The fees shall be payable by cheques to the Guild and to the Association and mailed to the Guild and Association offices.

A3704 All amounts collected under clause A3701(iv) above shall be divided as follows: 50% shall be retained by the Guild and 50% shall be paid to the CFTPA (or the APFTQ, if the majority of the Production was shot in Quebec). The Guild shall remit the respective shares of the administration fees itemized by Production to the CFTPA (or APFTQ) within 30 days of the end of each calendar quarter. Upon seventy-two (72) hours notice, an authorized representative of CFTPA or APFTQ may, during normal business hours, inspect the books and records of the Guild pertaining to the collection and remittance of the administration fee.

A3705 Amounts paid under Article 3701 to the Guild and to the Association shall each be accompanied by a completed copy of the Performer Remittance Statement Form provided to Producers.

A3706 During the life of this Agreement, the CFTPA may amend the amounts payable to the CFTPA set out in Article A3701(i).

ARTICLE A38 - INSURANCE AND RETIREMENT PLAN, AND PERFORMER DEDUCTIONS

A3801 Insurance. The Producer shall contribute, for insurance benefits of each Performer who is a member of the Guild or another ACTRA guild, an amount equal to three percent (3%) of the Gross Fees (inclusive of Use fees) paid to such Performer.

A3802 Retirement Plan. The Producer shall contribute, for retirement purposes of each Performer who is a member of the Guild or member of another ACTRA guild, an amount equal to six percent (6%) of the Gross Fees (inclusive of Use Fees) paid to each such Performer.

A3803 Deductions from Performer's Fees - Retirement Plan. The Producer shall deduct, for retirement purposes, an amount equal to three percent (3%) of the Gross Fees (inclusive of Use Fees) paid each Performer.

A3804 Deductions from Performer's Fees - Guild Dues. The Producer shall deduct 1.75% of the Gross Fees (inclusive of Use Fees) paid each Performer who is a Guild member and remit such amount to the Guild. During the life of this Agreement, the Guild may amend the percentage of this deduction.

A3805 Non-members. The Producer shall contribute an amount equal to nine percent (9%) of the Gross Fees paid to each Performer who is not a member of the Guild or member of another ACTRA guild (including those designated as temporary members, probationary members and work permittees) for disposition in such manner and for such purposes as may be determined in the absolute discretion of the ACTRA Fraternal Benefit Society. Where non-resident Performers (who are not members of the Guild) are contracted, the deductions made and Producer contributions and payments required under this Article shall be limited to the minimum fees in this Agreement.

A3806 With respect to Performers whose Gross Fees (inclusive of Use Fees) from a contract of engagement exceed \$100,000 (Canadian), the maximum contributions pursuant to Article A38 shall be:

- (a) \$ 3,000.00 (Canadian) pursuant to Article A3801
- (b) \$ 6,000.00 (Canadian) pursuant to Article A3802;
- (c) \$ 3,000.00 (Canadian) pursuant to Article A3803.

For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.

A3807 All contributions and deductions made pursuant to this Article other than payments made pursuant to Article A3804, shall be payable by cheque to the ACTRA Fraternal Benefit Society. All contributions and deductions made pursuant to Article A3804 shall be payable by cheque to the ACTRA Performers Guild. All cheques shall be mailed to the local ACTRA Performers Guild office in the location where the Production is being produced and/or administered. All deductions shall be indicated on the "Performer Independent Production Remittance Statement" and shall be payable at the same time as, and for the same period covered by, the Production payroll.

ARTICLE A39 - APPENDICES

A3901 The following appendices shall form part of this Agreement:

- Appendix "A" -Letter of Adherence (A103)
- Appendix "B" -Performer Work Report (A513(iii), A515 and C302)
- Appendix "C" -Corporate Guarantee (A514(c))
- Appendix "D" -Standard Contract Form (A804)
- Appendix "E" -Declaration of Parent in the Engagement of Children (A2704)
- Appendix "F" -Chaperon Form & Emergency Medical Authorization Form (A2704 and A2708)
- Appendix "G" -Assumption Agreement on Sale or Other Disposition (A3604)
- Appendix "H" -Extra Voucher (C402, C406)

ARTICLE A40 - DURATION

A4001 This Agreement will go into force on December 10, 1992 and remain in force until December 31, 1994.

A4002 Either party desiring to renegotiate shall give notice to the other party in writing at least ninety (90) days prior to the termination date. Notwithstanding the foregoing, the duly constituted representatives of the Guild and the Associations shall meet on or before November 30, 1994.

A4003 During the period of negotiations for the renewal of this Agreement, the provisions of this Agreement shall remain in full force and effect.

SECTION B

MINIMUM FEES, DISTRIBUTION RIGHTS,
RESIDUAL FEES, PREPAID USE RIGHTS
AND ROYALTIES

ARTICLE B1 - MINIMUM FEES

B101 Minimum Daily Fees for On-Camera Performers (Per Performer)
(Except Extras)

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

<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Weekly Rate</u>	<u>Included Work Hours</u>
\$400/412	\$50/51.50	\$75/77.25	\$1600/1648	8

(b) Singers or Dancers in groups of up to four (4)

<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Weekly Rate</u>	<u>Included Work Hours</u>
\$299.75/308.75	\$37.50/38.75	\$56.25/58.25	\$1199/1235	8

(c) Actor, Model, Singers or Dancers in groups in excess of four (4)

<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Weekly Rate</u>	<u>Included Work Hours</u>
\$270/278	\$33.75/34.75	\$50.75/52.25	\$1080/1112	8

(d) Variety Principal

<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Weekly Rate</u>	<u>Included Work Hours</u>
\$600.75/618.75	\$75/77.25	\$112.50/116	\$2403/2475	8

(e) Chorus Performer

<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Weekly Rate</u>	<u>Included Work Hours</u>
\$389.25/400.75	\$48.75/50	\$73.25/75	\$1557/1603	8

Rates indicated are:
From December 10, 1992 to December 31, 1993/ January 1, 1994 to
December 31, 1994

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

B103 Minimum Fees for Off-Camera Performers and Lip Synchronization in Programs (Per Program).

Principal Actor

<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Included Work Hours</u>
\$280.50/289	\$50/51.50	\$75/77.25	4

Actor

<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Included Work Hours</u>
\$189/194.75	\$33.75/34.75	\$50.75/52.25	4

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

When work is continued beyond the designated four (4) hours included work time on a single program on a day, the fifth (5th), sixth (6th), seventh (7th) and eighth (8th) hours of work shall be paid at the hourly rate specified above. Work, if required, beyond the eighth (8th) hour of work shall be paid at the overtime rate specified above per hour. (Note: dubbing of animated programs is covered by Section D).

B104 Minimum Fees for Off-Camera Narrators and Commentators in Programs (Per Program). For purposes of payment to Off-camera Narrators and Commentators, the Program shall be divided into ten (10) minute segments.

Payment shall be based on the number of such segments in which the Performer appears and shall be a minimum of the following:

(a) Fees:

First (1st) segment (one (1) hour included work time)
\$187/192.75 per Performer

Second (2nd) segment (one (1) hour included work time)
\$152/156.50 per Performer

Third (3rd) segment (one (1) hour included work time)
\$75.25/77.50 per Performer

Fourth (4th) and subsequent segments (one (1) hour included work time)
\$52.25/53.75 per Performer

(b) Additional Work Time. Any time worked in excess of the included work time provided above per segment shall be paid at the rate of \$50/51.50 per hour per Performer.

(c) Discounts. Where the performance involves two (2) Programs in one session, a twenty percent (20%) discount applies; and if there are three (3) or more Programs in one session, a thirty percent (30%) discount applies.

ARTICLE B2 - DISCOUNTS

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

B202 Multiple Program Production. For game, talk, panel, exercise, cooking and similar skill or craft oriented Programs, all of which Programs must be thirty (30) minutes in length or less, and for all Programs of any type which are fifteen (15) minutes or less in length, a Performer contracted for the Series on the basis of performing in at least three (3) Programs to be produced per day of production may provide a thirty percent (30%) discount in the daily fees applicable to each program. Additional work time, Overtime and other such fees shall not be subject to a discount.

- B203 Series Rates for Off-camera Performance. Where an Off-Camera Performer is guaranteed a minimum of thirteen (13) or more Episodes in:
 (a) a "live-action" Series to be produced within a period of six (6) months (for each thirteen (13) Programs), the daily work fee payable may be discounted by thirty-five percent (35%) in recognition of this guarantee. Weekly fees shall not be adjusted.
 (b) Animated Series to be produced within six (6) months, (for each thirteen episodes) and where the Performer's contracted obligations are met within no more than two (2) eight (8) hour sessions, the minimum fees payable may be discounted by thirty-five percent (35%).
- B204 No Pyramiding. Whenever one of the above rates are applied, there shall not be a pyramiding of such rates. Only one of the above rates may be applied to any engagement of a Performer.
- B205 Adjustment if Work Cancelled. If any adjusted rate has been applied to a Performer's fee in accordance with the provisions provided herein and work is cancelled which causes a failure to meet the requirements of weekly, multiple Program or Series rates provisions, the Performer concerned shall be paid the contracted daily fee for the days of work for which the Performer is contracted.

ARTICLE B3 - USE RIGHTS FOR ALL PROGRAMS (EXCEPT DOCUMENTARIES)

Section 1 - Declared Use.

- B301 Distribution Rights. Upon payment of the minimum fees, the Producer is entitled to unlimited Use of Educational Programs in Canada or one of the following "Declared Uses" of the Program:

(a) Theatrical: Worldwide Theatrical use for period of copyright of the Program.

(b) Free Television: One Domestic Run in Canada.

(c) Pay-Television: One (1) year use in Canada.

(d) Cable TV: Five (5) years use in Canada

(e) Video: Two (2) years use in Canada

(Each of the above includes world wide Non-Theatrical Use)

At the time of contracting of Performers, the Producer must declare the intended Use of the Program.

Section 2 - Additional Use.

- B302 Residual Payments. When a Program is used beyond the Declared Use (and no prepayment options for additional Use have been exercised), Performers shall be paid the following minimum Use fees based upon the following percentages of Net Fees earned during the production of the Program. Use fees to Performers shall be paid within thirty (30) days of the date of such Use.

(a) Theatrical Use. When a Program produced with a Declared Use of Free Television, Pay Television, Cable Television, or Video is distributed for Theatrical Use, the Producer shall pay to Performers the following percentages of the Performer's Net Fees for unlimited Theatrical Use:

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

(b) Free Television.

(i) Use in Canada:

(A) Each Domestic Run 30%

(B) Each use on a single television station:

Toronto/Hamilton	20%
Each other station	10%

When payment to the Performer for use under (B) above has reached thirty percent (30%) of the Performer's Net Fees provided in (A) above, the Producer shall be entitled to authorize broadcast of the Program one time on one television station in each market in Canada in which the Program has not been so used.

(ii) Use in the United States:

	Network	Syndicated Network	Non-Commercial
1st use	35%	25%	25%
2nd use	30%	20%	20%
3rd use	25%	15%	15%
4th use	25%	15%	15%
5th and any subsequent use	10%	10%	10%

(iii) World Market:

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

Each use in Great Britain 5%

Each use in West Germany 4%

Each use in any single country, except Canada, U.S., Great Britain and West Germany 2%

(c) Pay-Television.

(i) Use in Canada:

Each three (3) months in Canada 10% or 25% for twelve (12) months use in Canada;

(ii) Use in the U.S.:

Each three (3) months use in the U.S. 15% or 30% for twelve (12) months use in the U.S.

(d) Cable TV.

(i) Use in Canada - each five (5) years of use 20%

(ii) Use in U.S. - each five (5) years of use 30%

(e) Video.

(i) Use in Canada - each five (5) years of use 20%

(ii) Use in U.S. - each five (5) years of use 25%

B303 Prepayment Options.

(a) The Producer may acquire unrestricted Use rights specified below for a period of five (5) consecutive years (from the date of first release in the medium for which prepayment has been made) in the applicable markets. The Producer shall declare and specify the Uses of the Program for which prepayment is being made in the individual contract of the Performer. Prepaid Use payments must be paid to Performers at the time of Production. If the Declared Use pursuant to B301 is Theatrical, the following percentages of Net Fees would be payable to Performers, except as amended by B303(c).

THEATRICAL PRODUCTIONS

Media Uses	Canada	U.S.	Other Foreign	World
(a) All Free TV	25%	45%	20%	70%
(b) Network (A Time)	20%	40%	N/A	55%
			(Can. & U.S.)	
(c) Network (B Time)	15%	30%	N/A	35%
			(Can. & U.S.)	
(d) Syndicated (A Time)	15%	30%	20%	50%
(e) Syndicated (B Time)	15%	25%	15%	35%
(f) Pay-TV	15%	25%	15%	45%
(g) Video	10%	10%	10%	15%
(h) Cable	10%	15%	10%	20%
(i) Educational Programs	No Charge	5%	5%	5%
(j) All Uses for five (5) years	45%	85%	35%	130%

When the Declared Use is other than Theatrical, the following Chart for Television and Other Productions shall apply.

TELEVISION AND OTHER PRODUCTIONS

Media Uses	Canada	U.S.	Other Foreign	World
(a) All Free TV*	25%	45%	20%	70%
(b) Network (A Time)	20%	40%	N/A	55%
			(Can. & U.S.)	
(c) Network (B Time)	15%	30%	N/A	35%
			(Can. & U.S.)	
(d) Syndicated (A Time)	15%	30%	20%	50%
(e) Syndicated (B Time)	15%	25%	15%	35%
(f) Pay-TV	15%	25%	15%	45%
(g) Video	10%	10%	10%	15%
(h) Cable TV	10%	15%	10%	20%
(i) Educational Programs	No Charge	5%	5%	5%
(j) Conversion to Theatrical	20%	20%	10%	35%
(k) All above Uses for five (5) years	45%	85%	35%	130%
(l) All above Uses for five (5) years - except Theatrical	35%	75%	25%	105%

*Television Programs - Free TV - Where the first exhibition is in the Canadian market, the Use period will commence with the second exhibition in any market. Where the first exhibition is outside Canada, the Use period shall commence from such exhibition.

Notes: The "World" market includes use in Canada, the U.S. and any and all other countries.

(b) Extension of Prepayment Periods. As an alternative to the "Royalty Payment" provisions prescribed in B304, the Producer may secure additional blocks of five (5) year Use periods upon prepayment to the Performers of the applicable prepayment percentages described in B303 for such extended Use periods, provided that such payments are made to Performers prior to the expiry date of the initial five (5) year period.

(c) Acquisition of Additional Prepaid Use Subsequent to production. As an alternative to the "Royalty Payment" provisions described in B304, the Producer may purchase additional prepaid Uses subsequent to Production, but prior to use in such additional Media, upon payment of the applicable prepayment percentages, plus a "penalty" of an additional ten percent (10%) of the applicable prepayment percentages for each year or part thereof beyond completion of principal photography in which intervening period the prepayment option was not exercised. This provision may be used only in the event that the Producer has prepaid at the time of production a minimum of forty percent (40%) of the Net Fees per B303.

B304 Royalty Payment.

Royalty Formula 1

(a) For any Use of a Program in any medium:

(i) after prepayment for a minimum of forty percent (40%) in conformity with B304; or,

(ii) after the expiry of the five (5) year period of Use for which the Performer has received prepayment in conformity with B303,

Performers may be paid in accordance with the royalty formula provided below.

(b) When the Producer sells or licences a Program, the Producer shall pay to the Performers concerned a royalty of six percent (6%) of the Producer's Receipts, except that monies accruing as Producers' Receipts for Uses of the Program within the five (5) year period of prepaid use (if paid) shall not entitle the Performer to receive royalty payments on such monies.

Royalty Formula 2.

Where the pre-payment of residuals (in conformity with B304) was between fifteen percent (15%) and thirty-nine percent (39%) of the Performer's Net Fees, the Producer may access the Royalty Formula expressed under Royalty Formula 1, but the percentage of Producers' Receipts shall in such instances be eight percent (8%). All other provisions would be as prescribed in Royalty Formula 1.

Producers' Receipts shall mean a sum of money calculated as follows, namely: the sum of all monies derived from the exploitation of the Program, less reasonable and verified fees and expenses deducted by the distributor in respect of the Uses or Uses concerned, and less the sum of all reasonable and verified expenses directly related to the collection and allocation of such monies on behalf of the investors (if any) but not including Production costs or monies paid or repaid to or for investors.

(c) Payment Procedure. Royalty payments shall be made to the Guild in trust for the Performers concerned within thirty (30) days of any confirmed sale of the Program. Such payments shall be distributed to Performers through the Guild's National Office on the following basis:

(i) 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.

Performers shall receive units according to the gross fee payable to that Performer for the production of the Program to a maximum of twenty (20) units per Performer.

(ii) 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 s/he has accumulated and the dollar value calculated in the preceding sentence.

(d) Fair Market Value. The Producer and/or distributor shall meet with the Guild to determine the fair market value for the distribution of a Program should such Program be distributed for use by means of barter, or exchange, or other means for which no charge is made or a nominal fee is charged, or as part of a package of Programs. The royalty fee payable to Performers shall be based on such agreed fair market value.

B305 Other Uses. Should a Producer wish to exploit a form of use for which terms and conditions are not specified in this Agreement

such use shall not be made of the Program until the Guild and the Associations have negotiated mutually acceptable terms and conditions to apply to such form of use.

B306 Where the Guild receives and is required to distribute monies to Performers, the Producer shall pay an administration charge of one percent (1%) of the total amount to be distributed. The minimum administration charge shall be \$50.00 per Program payable as an advance with the first royalty payment.

ARTICLE B4 - USE RIGHTS FOR DOCUMENTARY PROGRAMS/ INDUSTRIAL PROGRAMS

B401 Documentary Programs.

(a) Distribution Rights. Upon payment of the minimum fees provided in this Agreement, the Producer is entitled to:

- (1) Unrestricted Theatrical and Non-Theatrical release rights; or,
- (2) Non-Theatrical release rights and one Domestic Run.

(b) Step-up for Both Uses. Upon payment of ten percent (10%) of the total Net Fees paid to the Performers, the Producer shall be entitled to rights in both areas outlined in (a). Performers (except Narrators and Commentators) participating on- or off-camera in a Documentary Program shall be paid re-use fees based on B3.

(c) Buy-Out Rights (Narrators and Commentators). Upon payment to Narrators and Commentators of not less than fifty percent (50%) of the Performer's total Net Fees, the Producer is entitled to unlimited use of the Program in all countries in perpetuity.

B402 Industrial Programs.

(a) Distribution Rights. Upon payment of the minimum fees provided in this Agreement, the Producer is entitled to unrestricted Theatrical and Non-Theatrical release rights excluding television.

(b) Step-up for Television Use. Upon payment of ten percent (10%) of the total Net Fees paid to Performers, the Producer is entitled to one Domestic Run.

(c) Buy-Out Rights. Upon payment to the Performer of not less than fifty percent (50%) of the Performer's total Net Fees, the Producer is entitled to unlimited Use of the Program in all countries in perpetuity.

B403 Re-Uses on Canadian Television - Documentary Programs (Narrators and Commentators) and Industrial Programs. The Producer shall pay to the Performer the following percentages of the total Net Fees for each Domestic Run of a Program on Television:

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

ARTICLE C1 - MINIMUM DAILY AND WEEKLY FEES FOR QUALIFIED EXTRAS IN PROGRAMS (PER PROGRAM)

C101

(a) Stand-in

<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Weekly Rate</u>	<u>Included Work Hours</u>
\$120.25/124	\$15/15.50	\$22.50/23.25	\$541.75/558	8

(b) Photo-double

<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Weekly Rate</u>	<u>Included Work Hours</u>
\$90/92.75	\$15/15.50	\$22.50/23.25	N/A	6

(c) Special-skill

<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Weekly Rate</u>	<u>Included Work Hours</u>
\$120.25/124	\$20/20.50	\$30/30.75	N/A	6

(d) Extra

<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Weekly Rate</u>	<u>Included Work Hours</u>
\$90/92.75	\$15/15.50	\$22.50/23.25	N/A	6

C102 Except where the provisions of Section A specifically provides otherwise, the general provisions of Section A shall apply to Extras.

SECTION C

MINIMUM FEES AND CONDITIONS FOR EXTRAS

ARTICLE C2 - DEFINITIONS (QUALIFIED EXTRAS)

- C201 (a) Extra means any Performer other than a Principal Actor or an Actor who is:
- (i) not required to give individual characterization;
 - (ii) not required to speak or sing any word or Line of Dialogue;
 - (iii) not required to perform as in C201(b);
 - (iv) engaged to perform, either alone or as a member of a team or group, special silent businesses requiring a level of proficiency or other physical skill within the competence of the average person, even if required to perform in dress clothes or costumes.
- (b) Photographic Double means a Performer doubling photographically for a member of the cast during on-camera long shots and other scenes in which the photographic double is not recognizable.
- (c) Stand-in means a Performer engaged to replace physically another Performer during a set-up period.
- (d) Special Skill Extra means an Extra engaged to perform, either alone or as a member of a team or group, special silent businesses with a level of physical proficiency or other physical skills superior to that of the average person, provided that such level of proficiency or other physical skills shall be deemed to exclude stunt work as provided for in A27. Examples of such special silent businesses are:
- (i) waterskiing, diving, skin or scuba diving;
 - (ii) driving a marine vessel or a commercial motor vehicle, or any motor vehicle requiring a chauffeur's license;
 - (iii) any sport such as, but not limited to, baseball, football, skiing, hockey, soccer, and horseback riding.
- (e) Qualified Extra means a Qualified Member or a Qualified Permittee.
- (f) Qualified Member means a member of the Guild who performs the work of an Extra, Photographic Double, Stand-in, or Special Skill Extra.
- (g) Qualified Permittee means a person granted a work permit who performs the work of an Extra, Photographic Double, Stand-in, or Special Skill Extra.

(h) Unrehearsed crowd noises and singing and/or recital of certain commonly known verses in crowd scenes when no music or words have been supplied and when such crowd noises, singing and/or recital has not been rehearsed as a directed entity shall not be deemed dialogue and shall not be individually directed. No Extra shall be required to perform choreographed dances.

ARTICLE C3 - QUALIFICATION OF EXTRAS

- C301 Prior to offering Extras engagements to non-members of the Guild, the Producer undertakes to apply his/her best efforts to engage as Extras members of the Guild who are willing to work as Extras in any Production within eighty (80) kilometres from the nearest Guild office in all cities where Guild branches are located. The Producer agrees to direct persons responsible for selecting Extras on each Production to adhere to the foregoing undertaking.
- C302 The Producer shall file on a daily basis with the nearest Guild office (or provide to the Guild steward) a Performer work report (as shown in Appendix "B") with the name of each qualified Extra, together with the Production title and date of work of each Extra.
- C303 Qualified Permittees shall be permitted to work with Guild members upon the payment of a work permit fee to the Guild of \$7.50 (or \$12.50 for Production locations within 120 km. of the Guild office in Toronto) per Qualified Permittee for each day such person is engaged.
- C304 Only Guild members shall be engaged in the categories of Stand-in or continuity Extra except in the following circumstances:
- (a) children;
 - (b) in localities where Guild members are unavailable;
 - (c) where unique characteristics are required;
 - (d) where Extras are working for more than one day pursuant to Article C5.
 - (e) where the Production takes place outside of the geographical limits provided by C301.
- C305 The terms and conditions of this Agreement shall not apply to the engagement of Extras 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).

ARTICLE C4 - CONDITIONS OF ENGAGEMENT (QUALIFIED EXTRAS)

- C401 Upon Booking, Extras shall be given specific notice of wardrobe requirements, date, time and place of production and category of Extra work. With respect to upgrades, additional work time and additional work days, preference shall be given to Guild members.
- C402 The Producer shall not require the Extra to commence work without a completed Guild Extra voucher designating the category of work. (Appendix "H")
- C403 Wardrobe Call. Extras required by the Producer to attend specifically for the purpose of choosing and/or fitting wardrobe and/or wigs, shall be paid for all time spent on each occasion at the Extra's hourly rate with a two (2) hour minimum for each such call, if such time is not otherwise being credited and paid for at the applicable rates.
- C404 Minimum Call. The minimum call for Extras and Special Skill Extras and Photographic Doubles is six (6) hours. For Stand-ins the minimum call is eight (8) hours. There may be one (1) unpaid meal break during the six (6) hour call, such break to occur not earlier than one (1) hour following the commencement of work. The seventh (7th) and eighth (8th) hours shall be payable at the applicable straight hourly rate. Work in excess of eight (8) hours shall be payable at the appropriate overtime rate.
- C405 Working in Higher Category. If any Extra is upgraded to Special Skill Extra in the course of a work day, then the higher rates shall prevail for that entire work day. If the Extra is called back for the next day and the Producer intends that s/he shall revert back to the original rate of engagement, the Extra shall be notified at the time of the callback.
- C406 Any adjustment to a higher category and rate shall be noted on the Extra voucher, at the time, and initialled by the Producer or designated representative. (Appendix "H")
- C407 Wardrobe. When an Extra is required to provide more than one (1) change of clothing in the same session the Extra shall be compensated at the rate of five dollars (\$5.00) per change.
- C408 When an Extra is required to provide an automobile or other form of vehicular transportation for the use on camera by the Production, the Extra shall receive additional compensation of not less than twenty-five dollars (\$25.00) per day.

ARTICLE C5 - NON-QUALIFIED EXTRAS

- C501 Toronto. If the Producer engages twenty-five (25) Qualified

Extras or fifteen Qualified Members to work on a Production on the same day, the Producer may hire any additional number of persons (non-Qualified Extras) to perform work on that day normally performed by Qualified Extras.

- C502 Other Than Toronto. For any Production other than in Toronto, if the Producer engages ten Qualified Extras (or fifteen Qualified Extras in Montreal or Vancouver) to work on a Production on the same day, the Producer may hire any additional number of persons (non-Qualified Extras) to perform work on that day normally performed by Qualified Extras.
- C503 The Producer will pay the required permit fee for all Qualified Permittees hired up to the required limits set in Articles A501 and A502. There will be no permit fee required for the additional non-Qualified Extras, and they will be paid at a rate to be negotiated between the Producer and such non-Qualified Extras.

ARTICLE C6 - EXTRA LIST

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

ARTICLE D1

MINIMUM FEES AND CONDITIONS OF ENGAGEMENT OF ANIMATION PERFORMERS

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

D102 Session shall be the equivalent of a Work Day with a minimum call as provided in this Section.

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

Principal Actor

<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Included Work Hours</u>
\$280.50/289	\$50/51.50	\$75/77.25	4

Actor

<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Included Work Hours</u>
\$189/194.75	\$33.75/34.75	\$50.75/52.25	4

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

*Note: Dubbing of animated productions is governed by the Dubbing Agreement.

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

SECTION D

MINIMUM FEES AND CONDITIONS OF ENGAGEMENT OF ANIMATION PERFORMERS

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

a) Minimum call - 1 hour, paid at \$187/192.75 per Performer per Production.

b) Additional work time - \$50/51.50 per hour per Performer

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

- 2 Productions - 20% discount
- 3 or more Productions - 30% discount

*Note: Dubbing of Animated Productions is governed by the Dubbing Agreement.

D106 Doubling

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

b) Subject to a) above, Animation Performers engaged to perform more than one role in a Production shall be paid 50% of the rate of the category of the additional role, for each such additional role. For example, a Principal Animation Performer engaged to perform 2 additional roles, one of a Principal and one of an Actor shall receive 50% of the Principal rate and 50% of the Actor rate for such roles respectively.

c) Participation in crowd noises or incidental sounds and words are not considered a performance.

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

D108 Promotional Announcers and Non-Generic Promos. An Animation Performer engaged as a promotional Announcer shall be entitled to a Session fee of \$400/412. Additional time including 8 hours shall be at a pro rated hourly rate. For the purposes of calculating prepaid uses, the performance in a Session shall be deemed to be the same as an Episode.

D109 Series Guarantees and Discounts

Where an Animation Performer is guaranteed:

i) thirteen (13) Episodes on one season, a discount of 5% will apply to such services.

ii) Twenty-six (26) Episodes in one season, a discount of 10% will apply to such services.

iii) Sixty (60) Episodes in one season, a discount of 15% will apply to such services.

For the purposes of this clause, a season shall not exceed six (6) months from the first recording session to the last session.

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

<u>Category</u>	<u>Session Fee</u>	<u>Included Work Time</u>
Principal	\$166.75/171.75	2 hours
Actor	\$111.25/114.5	2 hours

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

D111 Prepayment Options. In addition to the prepayment option provided in Article B303 which shall apply to Animation Performers as well, Producers may acquire the unrestricted Use rights specified below for consecutive three (3) or seven (7) year terms on the same terms as under Article B303 (other than duration) at the rates provided below:

Three (3) Year Use Rights:

Media Uses	Canada	US	Other Foreign	World
a) All Free TV	20%	35%	16%	55%
b) Network (A Time)	16%	31%	N/A	43%
c) Network (B Time)	12%	23%	N/A	27%
d) Syndicated (A Time)	12%	23%	16%	39%
e) Syndicated (B Time)	12%	20%	12%	27%
f) Pay-TV	12%	20%	12%	35%
g) Video	8%	8%	8%	12%
h) Cable TV	8%	12%	8%	16%
i) Educational TV	N/C	4%	4%	4%
j) Conv. to Theat.	16%	16%	8%	27%
k) All above uses for three (3) years	35%	66%	27%	101%
l) All above uses for three (3) years ex. theatrical	27%	59%	20%	82%

Seven (7) Year Use Rights:

Media Uses	Canada	US	Other Foreign	World
a) All Free TV	29%	51%	23%	80%
b) Network (A Time)	23%	46%	N/A	63%
c) Network (B Time)	17%	34%	N/A	40%
d) Syndicated (A Time)	17%	34%	23%	57%
e) Syndicated (B Time)	17%	34%	23%	40%
f) Pay-TV	17%	34%	17%	51%
g) Video	11%	11%	11%	17%
h) Cable TV	11%	17%	11%	18%
i) Educational TV	N/C	6%	6%	6%
j) Conv. to Theat.	23%	23%	11%	40%
k) All above uses for three (3) years	51%	97%	40%	148%
l) All above uses for three (3) years ex. theatrical	40%	86%	29%	120%

In witness whereof the parties have caused this Agreement to be executed as of the 10th day of December, 1992

CANADIAN FILM & TELEVISION
PRODUCTION ASSOCIATION

Mirella P. G. Jaton

NATIONAL FILM BOARD OF CANADA

Sylvia St

ASSOCIATION DES PRODUCTEURS
DE FILM ET DE TELEVISION DU QUEBEC

Lyette Bouchard
Louis Bouchard

ACTRA PERFORMERS GUILD

Bob Murdoch

A P P E N D I X C

(See Article A514(c))

CORPORATE GUARANTEE

MEMORANDUM OF AGREEMENT dated this _____ day of _____, 199

BETWEEN: Alliance of Canadian Cinema, Television and Radio Artists
2239 Yonge Street
Toronto, Ontario
M4S 2B5
(hereinafter referred to as the "Guild")

AND (insert name and address of Established Producer)
(hereinafter referred to as "Guarantor")

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

AND WHEREAS the Producer has signed a Letter of Adherence to the ACTRA
Independent Production Agreement covering Performers in Independent
Production between the Canadian Film and Television Production
Association (CFTPA), the Association des Producteurs de Film et de
Television du Quebec (APFTQ) and the National Film Board of Canada
(NFB), and the ACTRA Performers Guild (the Guild) dated December 10,
1992 to December 31, 1994 (the "IPA");

AND WHEREAS pursuant to Article A514 of the IPA, the Guild is entitled
to require that a Producer place security in the form of a cash deposit
or letter(s) of credit, at the time, in an amount, and in the manner
set out in the IPA unless a Corporate Guarantee in this form signed by
an Established Producer is accepted by the Guild;

AND WHEREAS the Guild has accepted Guarantor as an Established
Producer;

NOW THEREFORE the parties hereby agree as follows:

1. In consideration of the Guild foregoing the requirement that the
Producer put up a cash bond Guarantor hereby guarantees the payment of
all monies which would otherwise be secured by a cash bond pursuant to
Article A514 of the IPA, including the Advance on Use Fee Royalties,
Insurance, Retirement and Administration payments related to the
Production.

2. If at any time, payment of any amount guaranteed herein is in default
for more than fourteen (14) days, then the Guild shall be entitled to
deliver to Guarantor a formal demand in writing outlining the specific
sum involved and particulars of the default. On receipt of such
demand, Guarantor will forthwith pay to the Guild the sum set out in
such notice. If there is any dispute as to the amount owing by the

Producer, or whether any amount is owing at all, Guarantor will
nevertheless pay the sum set out in such notice to the Guild in trust,
and the Guild will hold such sum in trust in an interest bearing
account. Immediately upon such dispute being resolved, the Guild will
refund to Guarantor any sums determined to be in excess of what was
owing by the Producer, along with accrued interest.

3. The Guild shall have the unilateral right to terminate this Agreement
and revert to the requirements of Article A514 of the IPA if the
payment of any amount guaranteed herein be in default for more than
fourteen (14) days after Guarantor has been served with the demand
provided in paragraph 2 herein.

4. Guarantor shall be released from the guarantee given herein and all
obligations resulting therefrom on the sooner of:
(i) the full payment of all amounts guaranteed herein; or
(ii) the full execution and approval by the Guild of any Assumption
Agreement entered into pursuant to Article A3704 of the IPA.

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

6. If the Guild terminates this Agreement pursuant to paragraph 3
herein, Producer shall, within forty-eight (48) hours of receipt of
written notice of such termination, post security in the form of a cash
deposit or letter(s) of credit in accordance with Article A16 of the
IPA. If there is any dispute as to the amount owing by the Producer, or
whether any amount is owing at all, Producer will nevertheless pay the
sum set out in such notice to the Guild in trust, and the Guild will
hold such sum in trust in an interest bearing account. Immediately upon
such dispute being resolved, the Guild will refund to Producer any sums
determined to be in excess of what was owing by the Producer, along
with accrued interest.

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

(Producer) (Guarantor)
Per: _____ Per: _____

ACTRA Performers Guild
Per: _____

A P P E N D I X D

(See Article A804)

STANDARD CONTRACT FORM

IPP 225631

ACTRA PERFORMER CONTRACT FOR INDEPENDENT PRODUCTION-
DOCUMENTARY, INDUSTRIAL, NON-DOCUMENTARY PRODUCTIONS

Production Company _____ Telephone No. _____
 With Offices at _____
 Represented by _____ Title _____
 contracts with _____ to provide the
 services of _____
 Social Ins. No. _____ ACTRA No. or Work Permit No. _____
 Age (if under 18 years) _____ G.S.T. No. _____
 Name of performer(s) _____
 IN THE PRODUCTION ENTITLED _____

NATURE OF PRODUCTION

(Indicate Declared Use - check one only. See clause B3011)

Theatrical Pay Television Cable TV
 Free Television Video Non-Theatrical
 Other _____
 Length of production _____ min if series, total no. of episodes _____ No. of episodes guaranteed to performer _____
 Episode no. _____

NATURE OF ENGAGEMENT

Role _____ Performance category _____
 Dates of engagement (specify day, month, year) _____
 Fees: Daily _____ Weekly _____
 Hourly rate _____ Overtime rate _____
 Series adjustment _____ % based on _____
 Locations _____ Living expenses \$ _____ per diem _____
 Transportation _____
 Travel time \$ _____ per hr Mileage allowance _____ per km
 Other transportation expenses _____
 Credit rating _____
 Other contractual obligations _____
 There is or not a rider attached. Please note such riders form part of this contract.

ADDITIONAL RELEASE RIGHTS

In addition to the rights indicated under Declared Use (as per clause B3011) indicated above, the Producer hereby purchases, by a further
 pre-payment of _____ % of the Performer's total net fees, the following additional release rights:
 Theatrical films, all uses for two years, 100% OR
 TV films, all uses except theatrical for five years, 100% OR
 TV films, all uses including theatrical for five years, 100% OR
 One or more of the following, see clause B304:
 All Fees TV Canada U.S. Other Foreign World
 Network A time Canada U.S. Other Foreign World
 Network B time Canada U.S. Other Foreign World
 Syndicated A time Canada U.S. Other Foreign World
 Syndicated B time Canada U.S. Other Foreign World
 Pay-TV Canada U.S. Other Foreign World
 Video Canada U.S. Other Foreign World
 Cable TV Canada U.S. Other Foreign World
 Educational Canada U.S. Other Foreign World
 Com. to Theatrical Canada U.S. Other Foreign World

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

(Signature of performer) _____ (Signature of producer) _____
 (Please print name) _____ (Please print name) _____
 Date _____ Date _____

Form PW 411 (08/12)

PERFORMER'S COPY

APPENDIX "E"

(SEE ARTICLE A2704)

YOUR CHILD IS IN A FILM OR TV PROGRAM

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

If your child is offered a role in a film or television program, you, as the parent or legal custodian, are required to complete and sign this form and return it to the Producer prior to a contract being entered into engaging your child.

You have the ultimate responsibility for the health, education and welfare of your child in making decisions concerning your child with respect to his/her engagement in a role in a film or television project. The better informed you are, the better informed decisions you will make.

Firstly, you must be familiar with the requirements of the role your child is being considered for - this usually means reading the script. It may help you to speak to the Producer or Director to get a clear picture of what the role entails.

Having familiarized yourself with the requirements of the role, you are required to disclose hereunder any medical history or condition or any attitudinal or psychological condition which you are aware of which might foreseeably interfere with or impact on your child's ability to do what may be required. If you think something might be important but you are not sure, please fill it in.

If your child is less than six (6) years of age, you must be present at all times accompanying your child to or from the location and while your child is on the set.

If your child is six (6) years of age or older, it is your right to be present at all times when your child is working. If you cannot attend, you shall appoint a chaperon for your child. It is strongly recommended that this person has your confidence to act in your child's best interests. The appointment shall be in the form of Appendix "J" to the IPA and must be completed in triplicate. One copy to be delivered to the Producer, one to the Guild and you keep the last.

As you may not be available at all times please fill out and return the

emergency medical authorization form attached allowing the Producer to obtain emergency treatment when you cannot be contacted at once.

You are also responsible to ensure your child's education is taken care of when your child is working. If your child is required to work during regular school days and this interferes with your child's education, you should consult the school principal or your child's teacher and ask them what tutoring the child may need. The producer will institute the tutoring plan proposed by the principal or teacher, but is up to you to make sure this is taken care of.

Please sign and date this form and deliver it to the Producer as soon as possible.

Signature

Date

APPENDIX "F"

(SEE ARTICLE A2704 and A2708)

APPOINTMENT OF CHAPERON

To: * (Name of Producer) Re: * (Name of Production)

I, * (Name of Parent/Custodian), am the parent or legal custodian of * (Name of Child), who is six years of age or older. I hereby appoint * (Name of Chaperon) to be the chaperon of my child for all times that I am unable to accompany my child to or from the set and remain in attendance while my child is present on the set. I agree to advise you if I will accompany my child instead of the chaperon any time during the production. The chaperon I have appointed has my full authority and confidence to supervise and care for my child during this production.

Dated at _____, this ____ day of _____, 19__ .

Witness

Signature of parent or guardian

CONSENT OF CHAPERON

I, * (name of chaperon), have read and familiarized myself with the provisions of the current Agreement for Performers Independent Production relating to child performers and the script with respect to the role of * (name of child). I understand my responsibility is the best interests of the child in my care, at all times and I consent to assume this responsibility. I warrant I am at least 18 years of age.

Dated at _____ this ____ day of _____, 199__ .

Witness

Signature of Chaperon

Address: _____

Tel. No. _____

EMERGENCY MEDICAL AUTHORIZATION FORM

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

I, *, parent of child performer *, authorize the Producer or his designate to arrange for the provision of medical treatment for my child in the event of an emergency. This authorization will only be used when I or other parent, of the child is unavailable to provide the consent.

Health Insurance No. _____

In case of Emergency call: _____
(Name)

(Tel. No.)

Dated at _____ this _____ day of _____, 199 .

Witness Signature of parent or guardian

A P P E N D I X G

(See Article A3604)

ASSUMPTION AGREEMENT

Whereas _____ ("Purchaser") has acquired from _____ ("Producer") certain rights in the production entitled _____ ("Production");

And whereas the Production was produced pursuant to the ACTRA Independent Production Agreement covering Performers in Independent Production between the Canadian Film and Television Production Association (CFTPA), the Association des Producteurs de Film et de Television du Quebec (APFTQ) and the National Film Board of Canada (NFB), and the ACTRA Performers Guild (the Guild) dated December 10, 1992 to December 31, 1994 (the "IPA");

The parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the IPA with respect to the Performers in the Production; and, without limiting the generality of the foregoing, the Purchaser will pay when due all payments required by the IPA to be paid by the Producer to or for the Performers in respect of the Production.
2. The Purchaser will be relieved of its obligations to the Guild upon any sale or other disposition of the Production or any rights in the Production only if the party which acquires the Production or any such rights signs an Assumption Agreement in this form with Purchaser and the Guild.
3. The Guild hereby relieves the Producer of its obligations under the IPA with respect to the Production.

Dated this _____ day of _____, 199

Purchasing Company

Producer

Address

Accepted by ACTRA Performers Guild

City/Province/State/Country

Name/Signature

Telephone Number

Date

Signature

Name

Title

APPENDIX H
(See Article C402, C406)

EXTRA VOUCHER

ACTRA EXTRA VOUCHER – ACTRA MEMBER

PERFORMER _____

ADDRESS _____

GOODS AND SERVICES TAX
MEMBER IS IS NOT REGISTERED Q.S.T. NO. _____

FILM TITLE _____

PRODUCER _____

SOCIAL INSURANCE NUMBER ACTRA NUMBER

PERFORMER'S SIGNATURE _____

PRODUCER'S REPRESENTATIVE _____

* PENALTY 1/1

TIME	DATE
WARDROBE SESSION	
CALL TIME	CATEGORY
TRAVEL TO	UPGRADE
MAKE UP/WARDROBE CALL	RATE
SET CALL	<input type="checkbox"/> 1-HR CALL <input type="checkbox"/> 2-HR CALL
MEAL	FOR ENGAGER'S USE
MEAL	
MEAL	
WRAP TIME	
TRAVEL FROM	GROSS AMOUNT
MILEAGE	LESS ACTRA INS & RET
<input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE	NET AMOUNT DUE

PRODUCER'S COPY
(1-8 9/82 25)

ACTRA EXTRA VOUCHER – PERMITTEE

PERFORMER _____

ADDRESS _____

FILM TITLE _____

PRODUCER _____

SOCIAL INSURANCE NUMBER GOODS AND SERVICES TAX
PERMITTEE IS IS NOT REGISTERED
Q.S.T. NO. _____

PERFORMER'S SIGNATURE _____

PRODUCER'S REPRESENTATIVE _____

* PENALTY 1/1

TIME	DATE
WARDROBE SESSION	
CALL TIME	CATEGORY
TRAVEL TO	UPGRADE
MAKE UP/WARDROBE CALL	RATE
SET CALL	<input type="checkbox"/> 1-HR CALL <input type="checkbox"/> 2-HR CALL
MEAL	FOR ENGAGER'S USE
MEAL	
MEAL	
WRAP TIME	GROSS AMOUNT
TRAVEL FROM	LESS ACTRA INS & RET
MILEAGE	LESS WORK PERMIT
<input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE	NET AMOUNT DUE

PRODUCER'S COPY
(1-8 9/82 25)

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ACTRA FRATERNAL

1000 Yonge Street

(T) (416) 987-8800

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