

Agreement between The Canadian Association of Motion Picture
Producers, The Canadian Film and Television Association and
The National Film Board and Association of Canadian
Television and Radio Artists

INDEPENDENT PRODUCTION

performers

78 | 80

"Rates effective April 1st, 1978. Effective April 1st, 1979,
all fees and rates increased by 8%"

April 1, 1978 - March 31, 1980

ARTICLE 31 - PAYMENT

- 3101 It is understood that all fees must be paid within fourteen (14) working days following performance.
- 3102 **Late Payment Penalty:** In the event that payment of fees is not forthcoming as prescribed in Clause 3101 above, the engager shall pay to the performer a late payment charge in the amount of one and one-half percent (1½%) (eighteen percent per annum) of the total outstanding gross fees, for each thirty (30) day period or part thereof, beginning with the first day following the fourteenth (14th) day prescribed in Clause 3101 above. The provisions of this clause shall not apply in the event of the following:
- (a) Where the engager has filed with ACTRA a bona-fide dispute relating to the fees payable.
 - (b) Late payment of Insurance & Retirement contributions.
 - (c) Where normal methods of payment are interrupted, e.g. by reasons of National mail strike.

ARTICLE 32 - INSURANCE AND RETIREMENT PLAN

- 3201 **Insurance:** The engager shall contribute an amount equal to two percent (2%) of the gross fees (inclusive of use fees) for each Canadian performer, payable by cheque to the ACTRA Insurance & Retirement Plan and mailed to the Plan offices at 415 Yonge Street, Suite 1116, Toronto, Ontario, M5B 1S9.
- 3202 The engager shall contribute on behalf of non-resident performers (who are not members of ACTRA) in accordance with the provisions of Clause 3201, but such contributions shall be limited to the minimum fees in this Agreement.
- 3203 **Retirement Plan:** The engager shall contribute an amount equal to six percent (6%) of the gross fees (inclusive of use fees) of each Canadian performer for retirement benefits.
- 3204 The engager shall deduct for retirement purposes, from the gross fees earned by each Canadian performer an amount equal to three percent (3%) of such gross fees.
- 3205 The engager's contributions as well as the deductions for retirement benefits on behalf of non-resident performers (who are not members of ACTRA) shall be in accordance with Clauses 3203 and 3204, but such contributions shall be limited to the minimum fees in the Agreement.
- 3206 The contributions and deductions shall be payable by cheque to the ACTRA Insurance and Retirement Plan, and mailed to the National Office of ACTRA. Such amounts shall be payable monthly on or before the 15th of the month following the earning of such fees.

ARTICLE 1 - MINIMUM FEES FOR PERFORMERS IN FILMS (PER FILM)

101 Minimum Daily Fees for On-Camera Performers in Films (Per Film):

Category of Engagement	Daily Fee	Hourly Rate	Overtime Rate	Weekly Rate	Included Daily Work Hours
(a) Principal Actor, announcer, cartoonist, dancer (solo or duo), host, narrator, commentator, master of ceremonies, puppeteer, singer (solo or duo), specialty act (per performer), sportscasters, panelist	\$174.00 (\$188.00)	\$21.75 (\$23.50)	\$32.50 (\$35.25)	\$696.00 (\$752.00)	8 hours
(b) Singers and dancers in groups of up to four (4)	\$130.50 (\$141.00)	\$16.25 (\$17.75)	\$24.50 (\$26.75)	\$522.00 (\$564.00)	8 hours
(c) Actor, model, demonstrators, singers and dancers in groups in excess of four (4).	\$117.50 (\$127.00)	\$14.50 (\$16.00)	\$21.75 (\$24.00)	\$470.00 (\$508.00)	8 hours

102 Minimum Fees for Off-Camera Performers in Films (Per Film):

<u>Category of Engagement</u>	<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Included Work Time</u>
Principal Actor	\$122.00 (\$131.50)	\$21.75 (\$23.50)	\$32.50 (\$35.25)	4 hours
Actor	\$ 82.50 (\$ 89.00)	\$14.50 (\$16.00)	\$21.75 (\$24.00)	4 hours

When work is continued beyond the designated four hours included work time on a single film on a day, the 5th, 6th, 7th and 8th hours of work shall be paid at the hourly rate specified above. Work, if required, beyond the 8th hour of work shall be paid at the overtime rate specified above per hour.

103 Minimum Fees for Narrators, Commentators in Films (Per Film): Narrators and commentators shall be paid according to the following schedule for each reel in which their performance is recorded:(a) Fees:

1st reel (1 hour included work time)	\$81.00 per performer (\$87.50)
2nd reel (1 hour included work time)	\$66.00 per performer (\$71.50)
3rd reel (1 hour included work time)	\$33.00 per performer (\$35.50)
4th and subsequent reels (1 hour included work time per reel)	\$23.00 per performer (\$25.00)

- (b) Additional Work Time: Any time worked in excess of the included work time provided above per reel shall be paid at the rate of \$22.00 (\$23.75) per hour per performer.
- (c) A reel of film shall not exceed 1000 feet in 35 mm or 400 feet in 16 mm film (i.e. ten minutes of film).
- (d) Where the performance involves two films in one session, a twenty percent (20%) discount applies; and if there are three or more films in one session, a thirty percent (30%) discount applies.

104 Minimum Fees for Off-Camera Performers Providing Voicing for Short Animated Films: The following rates are applicable to performers who provide voicing for short animated films of ten (10) minutes or less in length (per film). The rates provided herein are only applicable when performers are providing voicing (off-camera) to which animation will be drawn. (Note: Voice synchronization by a performer off-camera to match filmed animation is covered by Section 4, Dubbing & Lip Synchronization).

- (a) Minimum guarantee: \$81.00 (\$87.50) per performer per film - 1 hour included work time
- (b) Additional work time: \$22.00 (\$23.75) per hour per performer.

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

(d) Doubling: A performer who provides voicing for two or more characters (roles) in a single film shall be paid fifty percent (50%) of the applicable per film rate for each additional character role.

105 Minimum Fees for Performers in Non-Prime Time Television Serials:

In a non-prime time television serial, where a performer is guaranteed work by written contract in no less than ten (10) episodes in ten (10) consecutive weeks, the performance fees may be calculated weekly on the basis of the minimum daily fees provided in Section 2, Article 101 either "per episode" or "per day", whichever is the greater.

ARTICLE 2 - DISTRIBUTION RIGHTS, RESIDUAL FEES AND BUY-OUT RIGHTS FOR INDUSTRIAL AND DOCUMENTARY FILMS

201 Documentary Films:

- (a) Distribution Rights: Upon payment of the minimum fees provided in this Agreement, the engager is entitled to:
- (1) Unrestricted theatrical and non-theatrical release rights; or
 - (2) non-theatrical release rights and one television use in Canada as defined in Section 1, Article 311 of this Agreement. Television use includes cable television.
- (b) Step-Up for Both Uses: If a documentary film is used in both (a) (1) and (2) above, the engager shall pay to the performers concerned a step-up fee of ten percent (10%) of the total contracted fees paid to the performers during the production of the film. Performers (except narrators and commentators) participating on-or-off-camera in a documentary film shall be paid re-use fees based on Section 2, Article 3.
- (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 contracted fees earned at the time of production of the film, the engager is entitled to unlimited use of the film non-theatrically, in theatres, and on television in all countries in perpetuity.

202 Industrial Films:

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

Prepaid Use:

- (a) Upon payment to the performers concerned of an amount of fifty percent (50%) of the performers' total contracted fees paid during the production of the film, excluding overtime and penalty payments, the engager is entitled to unlimited theatrical and television use throughout the world for a period of five (5) years from the date of first release of such film. Prepaid use payments must be made to performers at the time of production of a film.
- (b) For each additional year of world use theatrically or on television, the engager shall pre-pay to the performers concerned ten percent (10%) of the total contracted fees paid to performers during production of the film, excluding overtime and penalty payments. Each such additional year of use shall commence from the date of expiry of the five (5) year period provided in (a) above.

Additional Uses: When a non-documentary film is to be used in a manner not provided for in this Agreement, the engager and ACTRA shall negotiate mutually acceptable terms and conditions to apply to such use.

SECTION 3

MINIMUM FEES AND CONDITIONS FOR EXTRAS