

**PERFORMER/
INDEPENDENT
PRODUCTION
AGREEMENT**

1985 - 86

AGREEMENT

between

ASSOCIATION OF CANADIAN FILM AND TELEVISION PRODUCERS (ACFTP),
CANADIAN FILM AND TELEVISION ASSOCIATION (CFTA),
NATIONAL FILM BOARD OF CANADA (NFB),
(Hereinafter collectively referred to as the "Associations")

and

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

for

PERFORMERS IN INDEPENDENT PRODUCTION

April 1, 1985 to March 31, 1986

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SECTION A

GENERAL CLAUSES

ARTICLE A1 - RECOGNITION AND APPLICATION

- A101 The producer recognizes ACTRA as the exclusive bargaining agent of the performers as defined in this Agreement with respect to all minimum terms and conditions provided for by this Agreement. It is further recognized that ACTRA has exclusive jurisdiction in all recorded production 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 ACFTP, CFTA, the NFB and ACTRA. Each producer shall sign a Letter of Adherence to this Agreement signifying acceptance of the rates and conditions contained herein. It shall be executed in any number of counterpart originals, each counterpart signed by a producer having the same effect as an original.

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 which will not appear as part of a series in syndicated distribution.
 - (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 program game, 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 ACTRA is engaged in the above excluded categories, the rates and conditions of this Agreement shall apply to such members, but the participation in a program production of an ACTRA member, in an excluded category, shall not require the qualification of non-ACTRA participants in that program production who appear in excluded categories. This clause shall not apply to an ACTRA member engaged in the above excluded categories of A201(a), (c), (d) or A202(a) or (d). The producer may request ACTRA to waive the application of the Agreement when an ACTRA member is engaged in the categories of A201(e) or (f).

ARTICLE A3 - PERFORMER DEFINITIONS

A301 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").

A302 Actor means a performer engaged to speak or mime ten (10) lines or less of dialogue, or an actor whose performance constitutes an individual characterization notwithstanding the absence of dialogue.

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

A304 (a) Dancer means a performer engaged to dance either alone or with others.
(b) Group Dancer means two (2) or more dancers, except duos engaged in dance.

A305 Cartoonist means a performer who draws cartoons or caricatures as part of a performance. A cartoonist shall be categorized as a principal actor.

A306 Choreographer means a performer who creates and/or stages dance numbers.

A307 Chorus Performer means a performer engaged to appear in a program in any combination of the categories of a group singer or group dancer, and extra.

A308 Extras. See Article C2 for definitions.

A309 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

A310 Model means a performer engaged to display or physically illustrate a product, idea or service.

A311 Narrator or Commentator means a performer engaged to perform narrative material or commentary on- or off-camera.

A312 Off-Camera Performer means a performer other than an off-camera narrator or commentator engaged to execute or interpret a role in a dramatic form of presentation off-camera.

A313 Panelist means a member of a group expressing an opinion.

A314 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.

A315 (a) Singer means a performer engaged to sing either alone or with others.

(b) Group Singer means one of two (2) or more performers except duos engaged to sing.

A316 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.

A317 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.

- A318 Stunt Performer means a performer engaged for the performance of assignments which are dangerous or require specialized training.
- A319 Variety Principal means a performer engaged to appear in any combination of the categories of actor/singer/host/dancer.
- A320 Vocal or Dialogue Coach is someone engaged to coach performers either in vocal or script delivery techniques.

ARTICLE A4 - DEFINITION OF TERMS

- A401 Above Minimum Fee is 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, 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 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.
- A403 Availability Enquiry means an approach to a performer regarding his/her interest and/or availability for an engagement.
- A404 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.
- A405 Booking means notification to a performer and acceptance by him/her of an engagement on a definite date or dates.
- A406 Cable Television shall mean the exhibition of programs on television receivers by means of transmission from a

central head end through coaxial or other type of cable to subscribers paying a fee to the proprietor of the cable television system.

- A407 Call means notification to a performer of the place and hour of commencement of work.
- A408 Compact Devices. A compact device is any audio visual device or other similar device containing a program (recorded on film, disc, tape or other material) and designed for replay on a television receiver or monitor. This section does not apply to the use of video compact devices for exhibition of a program by a television broadcast station, theatrically or non-theatrically, pay and/or cable TV or other uses covered elsewhere in this Agreement.
- A409 Contracted Fee means the fee for performance and guaranteed work time specified in the contract of the individual performer.
- A410 Copyright Holder means the individual company, corporation or organization in whom all original rights to exhibit, sell, lease, rent, reproduce, or otherwise dispose of a program or series of programs are vested, including ownership of the original tapes or films and sound tracks.
- A411 Distant Location means a location on which the performer is required to remain away and be lodged overnight.
- A412 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. Performers (except narrators or commentators) participating on- or off-camera in a documentary program shall be paid re-use fees based on Article B4.
- A413 Domestic Run means the release of a program, either simultaneously or not, once in any or all cities or areas in Canada served by television stations. (N.B. A release on an English and French station in the same city or area does not constitute a re-run.

- A414 Dubbing means the voice synchronization by a performer off-camera to match the on-camera performance of another performer in an existing program originally produced in a language other than English.
- A415 Episode means one unit of a production in any series as defined in clause A436 of this Article.
- A416 Free Television means the exhibition of a program on home-type television receivers which exhibition gives rise to no specific charge either for the program or the channel on which the program is received and the program does not originate on a cable facility.
- A417 Gross Fee means total compensation paid to a performer during the production of a program 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 In-flight Use. Exhibition of programs on any commercial carrier such as, but not limited to, airlines, trains, ships and buses.
- A420 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/Cable Television.
- A421 Line of Dialogue means a line of script of ten (10) words or less. Directed but unscripted dialogue shall be considered as coming under this definition.
- A422 Lip Synchronization means the voice synchronization by a performer off-camera to match the on-camera performance of another performer or the voice synchronization by a performer off-camera to match a recorded animation.

- A423 Mini Series is 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.
- A424 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.
- A425 Net Fee means the total compensation paid to a performer during the production of a program, excluding reading sessions, rehearsals, cancellations, postponements, talent audition fees, late payment penalties, wardrobe maintenance fees, or monies paid by a producer for expenses such as per diem allowances or travel costs as agreed. Also excluded from net fee shall be such compensation paid to a performer for time spent solely in travel on such day(s) when the performer is not required to participate in any other activity in connection with the production on such travel day(s).
- A426 Pay-Television shall mean 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 TV 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.
- A427 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.

A428 Post-Synchronization means the voice synchronization by a performer of his/her voice to his/her own on-camera performance.

A429 (a) Preproduction Rehearsal. Prior to commencement of production, performers may be called for dry-run rehearsal (i.e. rehearsal only, without preservation or recording of performance in any manner whatsoever). Performers will be compensated for time spent in dry rehearsal on the basis of minimum daily fees or contracted daily fees whichever is provided in the performer's contract.

(b) Reading Session. When performers are required to attend with other cast members a script reading session for the benefit of the writer and/or director, the performers shall be compensated for time spent in a reading session at the performers' contracted hourly rate with a minimum call of four (4) hours.

A430 Producer shall be defined as the individual, company, corporation or organization who controls, administers, directs and is responsible for the production of any program and whether or not s/he or it is or will be the copyright holder of the finished program or the authorized officers, employees or agent of such individual, company, corporation or organization.

A431 Program means a film, each episode of a series as defined in Article A435 or a single unit, as defined in Article A436.

A432 Public Service Announcement means a short recorded announcement for which the showing or broadcast time is donated by the exhibitor or broadcaster.

A433 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.

A434 Role means the part to be portrayed by a performer as an individual characterization.

A435 Series means episodes produced as a group to be presented in a regular pattern.

(a) Episodic Series means a sequence of programs each complete in itself but held together by the same title or identifying device common to all the programs in the sequence, plus a character or characters common to many or all of the programs in the series.

(b) Serial means a series of programs in which the same characters carry on a continuing narrative.

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

A436 Single Unit means a program intended for broadcast as a single show, broadcast or program, and not as a part of a unit series, episodic series, or serial.

A437 Uses shall mean the use of a program on:

- (a) Free Television
- (b) Cable Television
- (c) Pay-Television
- (d) Theatrical
- (e) Non-theatrical
- (f) In-flight
- (g) Educational Broadcast
- (h) Compact Devices (such as Videocassettes or Discs)

A438 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.

ARTICLE A5 - OBLIGATIONS OF PRODUCERS

- A501 Preference of Engagement. The producer agrees to give preference of engagement to members of ACTRA.
- A502 Policy of Equal Opportunities.
- (a) The producer agrees that he/she/it does not discriminate against any performer because of age, race, sex, creed, colour, 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 or national origin.
- (b) All roles in a production shall be open to all performers regardless of age, sex, race, creed 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.
- A503 The producer shall not require a performer to work in any production with anyone who is not either a member or the holder of a work permit issued by ACTRA. However, a performer may participate in any production with persons covered by the exclusions of this Agreement.
- A504 The producer assumes the risk of artistic competence of a performer.
- A505 Production Information. The producer shall submit to the nearest local ACTRA 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 on the form reproduced in Appendix "A":

- (a) Name of producer
(b) Title of production
(c) Production dates and location
(d) Cast list of performers
(e) Persons or groups for whom work permits are required
(f) Name of production liaison (see Article A5, clause A513(ii))
(g) Names of all children engaged
(h) Names of performers engaged to appear nude.

- A506 This Agreement represents minimum rates and working conditions. No person engaged in any category of performance within the scope of this Agreement 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.
- A507 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.
- A508 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.
- A509 Assignment of Fees. All payments shall be made directly to the performer unless written authorization has been received by the producer from such performer authorizing payment to another party. Payment will also be made to another party in the event of a court order.
- A510 Access to Studio or Location. An accredited representative of ACTRA shall be admitted with the permission of the producer to the place where performers are working in a production. Such permission will not be unreasonably withheld.

A511

Administration Fee.

- (a) Producers shall assist in defraying the cost of administering the terms of this Agreement by paying an administration fee.
- (i) If the producer is a member of ACFTP or CFTA (which membership shall be indicated at the time of filing of the Letter of Adherence and upon remittance of the administration fee), the administration fee payable shall be two percent (2%) of the gross fees paid to all performers engaged for the production of a program, provided such administration fee shall not exceed \$ 2,000.00 for any single program, with the exception of series production, for which the administration fee shall not exceed \$ 400.00 per episode.
- (ii) If the producer is not a member of ACFTP or CFTA, the administration fee payable shall be three percent (3%) of the gross fees paid to all performers engaged for the production of a program provided such administration fee shall not exceed \$ 3,000.00 for any single program, with the exception of series production, for which the administration fee shall not exceed \$ 600.00 per episode.
- (iii) Where the producer is the NFB, the administration fee payable shall be one percent (1%) of the gross fees paid to all performers engaged for the production of a program, provided such administration fee shall not exceed \$ 1,000.00 for any single program, with the exception of series production, for which the administration fee shall not exceed \$ 200.00 per episode.
- (b) The administration fee shall be collected by ACTRA on behalf of ACTRA and the ACFTP/CFTA. The producer shall remit the administration fees upon receipt of invoices issued by ACTRA, to the nearest local ACTRA office.

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- (c) Administration fees shall be divided among the parties hereto as follows:

- (i) all amounts collected under clause (a) (i) above shall be divided fifty-five percent (55%) to ACTRA, forty-five percent (45%) to the Association of which the remitting producer is a member.
- (ii) all amounts collected under clause (a) (ii) above shall be divided thirty-five percent (35%) to ACTRA, thirty-two point five percent (32.5%) each to ACFTP and CFTA.
- (iii) all amounts collected under clause (a) (iii) above shall be retained by ACTRA.
- (d) ACTRA shall remit the respective shares of the administration fees, itemized by production, to the central offices of ACFTP and CFTA within thirty 30 days of the end of each calendar quarter.
- (e) Upon seventy-two (72) hours notice, an authorized representative of ACFTP/CFTA may, during normal business hours, inspect the books and records of ACTRA pertaining to the collection and remittance of the administration fee.

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 performer of performers engaged and categories of performance.

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- (b) Date or dates of services rendered by a performer or performers.
 - (c) Amount paid for such services.
 - (d) The hours worked.
 - (e) The name and number of the program or episode in a series of programs (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 ACTRA or its designated representative).
- (ii) The producer shall advise ACTRA 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 ACTRA field representative to resolve disputes.
 - (iii) Where requested by ACTRA the producer shall furnish ACTRA with a copy of such information relating to any designated performer in a production 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 ACTRA as reproduced in Appendix "D", and shall ensure that such forms shall be available to the performers at the location of work.

A514

Bond. ACTRA reserves the right to require a producer to post, in the period of thirty (30) days prior to the commencement of production, an adequate cash bond or other negotiable security to be held in trust by ACTRA for the protection of its members. The bond will be held by ACTRA until the producer satisfies all of the

obligations of this Agreement regarding payments to performers, to ACTRA and to the ACTRA Fraternal Benefit Society. The producer shall have the right to invest such bond in an interest bearing security in trust for ACTRA, and such interest shall be the property of the producer. In the event the producer defaults on payments as specified below, ACTRA shall be entitled, at any time following written notice to the producer, to draw on sight upon such security.

ARTICLE A6 - OBLIGATIONS OF ACTRA

- A601 Except by prior agreement with the Associations, ACTRA 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 ACTRA undertakes to promote and demand professional conduct from performers engaged to perform under the provisions of this Agreement.
- A603 Performers to Report. Performers shall report to the producer or his/her deputy before leaving the studio or location following the completion of scheduled work. The performer shall sign a performers work report as provided in clause A513(iii) above and shall ensure that a representative of the producer also signs the same record. In the event of a dispute, the performer shall report such dispute to an ACTRA steward or the nearest ACTRA office. Should the producer require the services of the performer for a further period of time, the performer shall accept such further engagement, provided it does not conflict with some previously arranged engagement.
- A604 ACTRA to Appoint Steward. ACTRA may, as the occasion demands, appoint a full-time steward or an in-cast steward or both. Such steward(s) shall carry out duties as required by ACTRA, among the duties being:
 - (a) Verify that all performers are qualified to work by membership in ACTRA or a work permit issued by ACTRA.

- (b) Receive and, where possible, adjust complaints and grievances of performers.
- (c) Generally enforce and administer the provisions of this Agreement at the studio or on-location.
- (d) Ensure that the performers work report (referred to in Articles A513 and A603) is maintained for performers and extras.

ARTICLE A7 - QUALIFICATION OF PERFORMERS

- A701 In accordance with Article A501, preference of engagement shall be given to ACTRA members. However, where it is established that a person who is not a member of ACTRA is required in a production, then application shall be made for a work permit at the nearest local ACTRA office and the following procedure will apply for the issue of work permits:
- (a) Principal performers who are resident in Canada shall pay \$ 80.00 for the first week of production on any one program for which the performer is engaged. For the second and each subsequent week for which the performer is engaged, a work permit fee of \$ 50.00 shall be paid by the performer.
 - (b) Other performers (except performers in extra categories) who are resident in Canada shall pay \$ 60.00 for the first week of production on any one program for which the performer is engaged. For the second and each subsequent week for which the performer is engaged, a work permit fee of \$ 30.00 shall be paid by the performer.
 - (c) Subject to the other provisions of this Article A7, when a work permit is issued to a performer who is not a Canadian and who is not a member of ACTRA, the fee for such work permit shall be \$ 150.00 per week of principal photography for which the non-Canadian performer is engaged.

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

A702 Members of "Union des Artistes" will be governed by the Reciprocal Agreement between ACTRA and "Union des Artistes". Upon request, ACTRA shall furnish a copy of the Reciprocal Agreement to the producer.

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.

The following provisions of Articles A703(A) and (B) may not apply (at the discretion of ACTRA which will in each case advise the Associations prior to ACTRA making such a decision) in the instance of an "on-location production" which is being undertaken in Canada by a non-resident production company. However, 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:

For the purposes of this Article A703(A), feature production means a production (excluding a variety production) the length of which is seventy-five (75) minutes or more.

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

- (a) (1) One (1) non-Canadian may be engaged in the case of 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.

- (b) Notwithstanding the foregoing provisions of Article A703(A)(a), ACTRA 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 General Secretary of ACTRA for consideration of such requirements by the General Secretary of ACTRA. 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 General Secretary. All required documentation and the oral submissions, if any, from the applicant shall be considered confidential communications. The decision of the General Secretary shall be made and communicated to the applicant as promptly as possible in the circumstances.
- (c) Additional work permits may be issued for performers in a work category other than principal actor where the performer's engagement is entirely outside Canada. ACTRA agrees that such work permits shall not be unreasonably withheld.
- (d) In the event the production of a 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 General Secretary of ACTRA for additional work permit(s). It is understood that such an application shall not be considered if the producer has not exhausted the opportunities in A703(A)(a) above in filling such requirements.

(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 talent 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 single drama. Non-Canadian performers shall not be engaged in any other performance category in the drama.
- (c) Drama Series. For continuing roles in a drama series, the number of permits issued to non-Canadian talent 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 ACTRA in the case of a program or series which is a coproduction 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 coproduction it is established that non-Canadian performers are a condition of such coproduction.
 - (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. ACTRA agrees that such work permits shall not be unreasonably withheld.
- (C) (a) Where it is established that a production is a coproduction governed by an official coproduction treaty between Canada and another country (or countries), the parties to this Agreement recognize that the application of Articles A703(A) or (B) may be subject to the terms of the relevant international coproduction treaty.
- (b) In the event that an entirely privately financed production is to be produced in Canada, the foregoing provisions of Articles A703(A) or (B) may be modified by ACTRA. In such instances, the producer shall be required to provide ACTRA prior to commencement of production with information and supporting documentary evidence which establish that:
- (i) the producer has not and will not apply for certification of such production for Canadian Capital Cost Allowance under the Income Tax Act;
 - (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 ACTRA with a written undertaking that the producer or any agent or representative of the producer shall not at any time apply for certification under the Capital Cost Allowance provisions of the Income Tax Act. A copy of such written undertaking shall be filed with the Certification Office of the appropriate department of the Federal or Provincial government.

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 ACTRA 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 Standard Contract Forms. Performer's written contracts shall conform to Appendix "C" of this Agreement. The following number of copies of such contract will be completed by the performer and the producer. The producer and the performer shall execute at least two originals of such contract. Each shall retain an original.

The producer shall file a copy of each such contract with the nearest ACTRA office.

ARTICLE A9 - INDEMNITY

A901 The producer shall indemnify the performer against all legal costs and any judgment arising out of a performance based upon a script supplied to him/her by the producer and performed by the performer as directed by the producer, provided the performer cooperates with the producer in both notifying the producer of any threatened action and of the commencement of any proceedings, and in the defence of any action; and further provided that the performer makes no admission of liability without the prior authority of the producer.

ARTICLE A10 - NO STRIKE AND UNFAIR DECLARATION

A1001 During the life of this Agreement, ACTRA undertakes not to call or direct a strike or work stoppage against any producer except where the producer has clearly failed to pay the performers for work performed.

A1002 Any producer violating or breaking any provision of this Agreement may be declared unfair by ACTRA upon ten (10) days' notice to the producer concerned and to the Association. The notice shall briefly state the facts of the case and the clause(s) which is (are) relevant to the Declaration. Should a notice of intention to refer the matter to the grievance procedure be received by ACTRA prior to the expiry of the ten (10) days referred to, the unfair declaration will be stayed until the resolution of the grievance.

A1003 Producer's Refusal to Follow Grievance Procedure or Arbitration. Where a producer refuses to abide by the Grievance procedure or the Arbitration procedure provided in this Agreement by either declaring such intent or by failure to do so, ACTRA may declare such producer an "unfair producer" and instruct the members of ACTRA not to work for such producer.

A1004 Performers shall not be required to work for a producer declared unfair by ACTRA.

ARTICLE A11 - COMPLAINTS AND GRIEVANCES

A1101 The producer agrees that performers exercising their rights under the provisions of this Agreement do so without prejudice to their relationship with the producer or his/her/its agents.

A1102 A complaint of a minor nature may be settled at the time of its occurrence by the steward of ACTRA and the representative of the producer. Failing a satisfactory settlement of the complaint, such complaint shall be referred immediately to the nearest local ACTRA office and the appropriate representative of the producer for settlement.

A1103 Failing a satisfactory settlement of the complaint in Clause A1102 above, or in the event of a grievance, dispute or controversy arising out of or in connection with the application or interpretation of this Agreement, the following procedure shall apply.

A1104 The grievance shall be set forth in writing within thirty (30) days, giving the necessary details of the complaint or grievance.

A1105 Within a period of one week, the representative(s) of the producer and ACTRA shall meet to attempt to resolve the matter in dispute. The respondent shall reply, in writing, within a period of three (3) days from the date of the meeting at which the issue is discussed.

A1106 Failing a satisfactory settlement between the producer concerned and ACTRA, the dispute shall be heard and discussed by a Joint Standing Committee, composed of not less than two (2) representatives of the Associations and an equal number of representatives appointed by ACTRA. No member of the Joint Standing Committee representing the Associations or ACTRA shall have participated in any way in attempting to settle the dispute at any stage of the procedure prior to the hearing of Joint Standing Committee. At least one member of the Joint Standing Committee shall be a representative of the producer organization (ACFTP or CFTA) whose member is a party to the dispute.

A1107 The Joint Standing Committee shall meet within a period of two (2) weeks from the date the matter was referred to the Joint Standing Committee.

All communications shall be addressed to:

In the case of ACTRA - General Secretary, ACTRA
In the case of ACFTP - Executive Director, ACFTP
In the case of CFTA - Executive Director, CFTA
In the case of the NFB - Director of Personnel, NFB

A1108 At any step of this grievance procedure, time limits may be extended by mutual agreement between the parties concerned.

A1109 The Joint Standing Committee will attempt to resolve the dispute by arriving at a majority decision. The Joint Standing Committee shall have the authority to direct payment to the aggrieved party, retroactively where necessary, in the amount and to the extent the Joint Standing Committee considers in its decision to render the aggrieved party proper redress.

A1110 The Joint Standing Committee shall not have the power or authority to amend, modify, add to or delete any provision on this Agreement or any part thereof.

A1111 The Joint Standing Committee may make its own rules and procedures and shall elect a chairperson for each meeting. Records and minutes must be kept. The Committee may appoint a non-member secretary to keep records and minutes.

A1112 A majority decision of the Joint Standing Committee shall be issued in writing to the parties involved in the dispute and such decision shall be final and binding on all parties.

A1113 Failing a majority decision by the Joint Standing Committee, the issue may be referred to arbitration. The party initiating the arbitration shall advise the other party of its desire to arbitrate within a period of seven (7) working days of the written decision of the Joint Standing Committee advising of the failure of the Committee to arrive at a majority decision.

ARTICLE A12 - ARBITRATION

A1201 Upon a grievance being submitted to arbitration, the Arbitrator shall be a person mutually agreed upon. In the event that the parties fail to agree upon an

Arbitrator, then the matter will be referred to the Federal Minister of Labour, requesting the appointment of an Arbitrator.

A1202 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.

A1203 The cost, fees and expenses of the Arbitrator shall be shared equally by the producer involved and ACTRA.

A1204 The Arbitrator shall be empowered to issue a decision that will enable the complaining party to exercise all rights and benefits provided by this Agreement. The Arbitrator shall, in establishing entitlement of such rights and benefits, render a decision which the Arbitrator considers warranted under the circumstances.

A1205 The decision of the Arbitrator shall be issued in writing to the parties to the dispute and shall be final and binding on all such parties.

ARTICLE A13 - WORK DAY FOR PERFORMERS

A1301 Work Day. The work day shall consist of eight (8) consecutive hours in any day exclusive of meal periods.

A1302 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.

ARTICLE A14 - OVERTIME

A1401 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-half hour or less may be paid in half hour units.

A1402 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 and/or overtime rate.

A1403 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 and/or overtime rate.

A1404 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 A15 - REST PERIODS

A1501 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.

A1502 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.

A1503 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 A16 - MEAL PERIODS

A1601 Meal Period. Each performer shall be provided a meal period of one (1) hour not later than the completion of each five (5) hours of work, calculated from the first call for the performer. When the performer's call is for make-up or wardrobe, the five (5) hour period of work shall commence from such call. Meal periods shall not be considered as time worked and shall not be paid. Where the exigencies of production require, the unpaid meal period may be extended by one-half (1/2) hour, which in turn shall extend the work day.

A1602 Penalty Exception. If the beginning of the sixth (6th) hour of work (or the beginning of the seventh (7th) hour of work in the case of a postponed meal period) falls within the course of photography, the completion of the shot shall not be considered a violation of the meal period requirements.

A1603 There shall be a meal period of one (1) hour after each four (4) hours of overtime worked.

A1604 Meal Period Violation. 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 half-hour units) in addition to the applicable payment for the period being worked, until the meal period is provided. The meal period shall be provided at the earliest time possible thereafter.

A1605

Postponed Meal Period. The producer may be entitled to postpone the meal period for a performer once in a production day to the end of the sixth (6th) hour of work (calculated from the first call of the performer) provided that:

- (a) the producer advises the ACTRA office prior to production of the program that this postponed meal break provision may be exercised during the production and satisfies ACTRA that the exigencies of the production make it necessary; and,
- (b) the performers agree to work during the meal period; and,
- (c) the producer, within five (5) hours of the first call of the performer(s) affected by the postponement, provides to the performer(s) an assortment of sandwiches and hot and cold beverages and an adequate amount of time to consume such sandwiches and beverages; and,
- (d) the producer compensates the performer(s) affected by the postponement at the rate of one hundred and fifty percent (150%) of such performer's contracted hourly rate for the sixth (6th) hour or any part thereof. The penalty for failing to provide a meal period of one (1) hour immediately following the sixth (6th) hour shall be payment to the performer of two hundred percent (200%) of the performer's contracted hourly rate in addition to the applicable payment for the period being worked (calculated in half hour units) until such meal period is provided.
- (e) If the producer fails to adhere to all of the provisions of clauses A1605(a), (b) and (c), clause A1604 shall apply in all respects.

A1606

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 own expense on the set. It is understood that "snacks" (i.e. soft drinks and hot dogs, etc.) do not constitute a proper meal.

ARTICLE A17 - TIME FOR MAKE-UP, DRESSING, COSTUME FITTING

A1701

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 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.

A1702

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 \$37.50 per hour 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.

A1703

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

ARTICLE A18 - WARDROBE

A1801

Regular Wardrobe. Any wardrobe which may reasonably be expected to be included in the personal wardrobe of a performer, including dinner jacket or evening dress, but not more than three (3) changes of apparel in any production, shall be considered as regular wardrobe. The producer may not specify wardrobe requirements as a condition of engagement.

A1802

Special Wardrobe. Wigs, costumes, special appurtenances, dancer's shoes and stockings, and clothes and apparel other than those specified under the above clause shall be considered as special wardrobe.

A1803 Maintenance Fee for Special Wardrobe.

- (a) Performers required to supply special wardrobe shall receive maintenance fees for such wardrobe at the rate of \$ 10.75 per costume per production.
- (b) 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 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 for the paid bill covering the cost of such repairs and replacements.

A1804 Wardrobe Repairs. Facilities for repair of wardrobe used by performers shall be provided by the producer.

ARTICLE A19 - TRAVEL AND EXPENSES

A1901 Travel. Where the performer's engagement requires travel to a distant location or to a nearby location beyond forty (40) kilometers or twenty-five (25) miles from the city centre or such other specified central point, as may be agreed upon by the producer and the nearest ACTRA office, the performer shall be entitled to not less than:

- (a) Expenses:
 - (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 mileage allowance of \$ 0.25 per kilometer (\$ 0.40 per mile) 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 \$ 100.00 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	\$ 7.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Accommodation	\$ 65.00

(b) Travel Time Payment. Time spent in travel by the quickest available means of regularly scheduled carrier by a performer (or such other arrangements which may be authorized) shall be considered as work time when travel time plus work time exceeds the work day.

Where travel time is to be paid, it shall be calculated from door-to-door or from central point to central point as agreed between ACTRA and the producer and shall be paid at the performer's contracted hourly rate in half hour units to a maximum of eight (8) in any twenty-four (24) hour period.

A1902 Advance Payment to Performers. The producer shall advance to a performer against expenses the sum of \$ 100.00 for each day the performer is required to be away from home to cover the performer's expenses 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.

A1903 Transportation Provided Under Certain Conditions. When the producer requires a performer to travel within a forty (40) kilometer (twenty-five (25) mile) 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) kilometer (twenty-five (25) mile) radius shall be paid by the producer. Transportation shall be provided by the producer if travel by the quickest means of surface public transportation exceeds one (1) hour each way.

A1904 Travel Outside Canada. 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.

ARTICLE A20 - HOLDING CALLS

A2001 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 Article A19 only.

A2002 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 A21 - CANCELLATIONS AND POSTPONEMENTS

A2101 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.

A2102 Cancellation of a Single Production. If a single production is cancelled for any reason other than that provided in Article A2101, 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.

A2103 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.

A2104 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. 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 six (6) 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.

A2105 Cancellation of a Performer's Engagement. In the event that 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.

A2106 Change in Scheduled Days. In the event, 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 at least twenty-four (24) hours before the hour scheduled for work to commence.
- (iii) If seventy-two (72) or more hours notice has been given, no payment to the performer shall be required for the original day.

In the event that 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 10:00 a.m., except when it has been designated as a night shoot, in which case the call time shall be considered to be 7:00 p.m.

A2107 Cancellation of Scheduled Days. In the event that 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 Article A21.

A2108 No Weather-Permitting Calls in Studio. No weather-permitting calls shall be allowed for work in studio.

A2109 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.

A2110 Weather Cancellation. When the performer's scheduled day is cancelled because of weather at any time up to and including the scheduled call time, 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.

A2111 Performance Default. 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 Article A2109) or other reason beyond the control of the performer.

ARTICLE A22 - WORKING ENVIRONMENT

A2201 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.

- (d) An ACTRA representative shall be provided access to each production site to ensure compliance with the standards of this Article.

A2202

Safety Provisions - Dancers. Performers shall not be required to dance on concrete or marble floors or on any other surface which ACTRA 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 ACTRA 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.

A2203

Upon written request by the producer to the General Secretary of ACTRA, the provisions of this Agreement governing working conditions may be waived where it is established that it is physically impossible to do so or the burden involved is unreasonable. The rates and fees paid to performers shall not be waived or changed by any waiver.

ARTICLE A23 - UPGRADING

A2301

When a performer is upgraded in category during the course of production, (except as provided in Article 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 A24 - DOUBLING

- A2401 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.
- A2402 Incidental Doubling. An actor may do such minor singing or dancing as an integral part of a dramatic role without additional compensation. A solo singer may speak lines or dance a few steps which are incidental to his/her role, or a solo dancer may speak lines or do such minor singing which is incidental to his/her role without additional compensation.
- A2403 Participation in Off-Camera Crowd Noises. Participation in off-camera crowd noises shall not be considered as doubling, and is permissible without additional compensation.

ARTICLE A25 - OTHER DUTIES

- A2501 Additional Services. When any performer is required to provide additional services, such as contacting other performers, arranging for auditions, arranging for rehearsal, 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.
- A2502 Warm-ups and 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 \$ 111.75 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.
- A2503 Choreographer. When an ACTRA member is engaged as a choreographer to create and/or stage dance numbers, 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.

A2504 Vocal or Dialogue Coach. When an ACTRA member is engaged as a vocal or dialogue coach to coach a performer, singer or chorus, 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.

A2505 Billboards.

Category	Minimum Guarantee for each Thirteen (13) Uses - (Four (4) Hours Included Work Time)
On-Camera Performer	\$ 279.00
Off-Camera Performer and Group Singers	\$ 139.75

A2506 Public Service Announcements.

Category	Fee	Included Work Time
On-Camera Performer	\$ 299.00	8 hours
Off-Camera Performer	\$ 209.50	1 hour
Hourly rate in excess of included work time up to and including 8th hour on any one day	\$ 37.50 per hour	

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.

A2507 Interstitial - Rates. \$ 141.25 per ten (10) minutes of finished recording - one (1) hour of included work time. \$ 37.50 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.

ARTICLE A26 - NUDE SCENES

A2601 Where the requirements of a role involves nudity, the following conditions must 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 ACTRA in advance.
- (d) When a callback audition requires nudity or semi-nudity, the performer shall be notified of this requirement in advance.
- (e) The nude or semi-nude audition will be for the sole purpose of viewing the body. The performers shall not be required to perform in the nude or semi-nude at the audition.
- (f) Such auditions will be closed and will be limited to a maximum of 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 ACTRA 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 ACTRA.
- (h) No sex acts shall be required of any performer at any audition.
- (i) Performers will be required to audition nude or semi-nude on 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 aforementioned forty-eight (48) hour provision may be waived provided that all other conditions of Article A26 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.

A2602 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 monitors 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 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 provided general consent, provided that the use of such double is limited to the general outline of the original nude scene.

ARTICLE A27 - RISK PERFORMANCE

A2701 It is agreed that performers shall not as a rule be required to undertake risk performances. Producers shall whenever possible 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 A28 - STUNT PERFORMANCE

A2801 Consultation. There shall be a consultation fee of \$ 84.75 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 performer's hourly rate when called by the producer to discuss the feasibility and/or planning and/or engineering of a stunt. The foregoing fee will not be payable on days when such a stunt performer is engaged to perform such stunt.

A2802 Performance and Fee. Upon the actual engagement of a stunt performer to perform a stunt, the minimum fee shall be that of the principal performer 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.

A2803 The contracted fee in clause A2802 above 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 as in clause A2802 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.

A2804 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.

A2805 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.

A2806 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; nor may such audition be construed a consultation call as outlined in clause A2801.

A2807 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.

A2808

Protection of 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.

- A2809 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.

ARTICLE A29 - CHILDREN

- A2901 Application. The parties to this Agreement are very sensitive to the possibility of abuse when children are engaged to work on set or location. The parties agree that special consideration is required to protect children from fatigue and improper working conditions. The conditions of this section shall apply to the engagement of children under sixteen (16) years of age. On request of the producer, the parent of the child shall complete the form provided in Appendix "I".
- A2902 No Onerous Conditions. The General Secretary or designated representative shall have the right to take the necessary measures to ensure proper conditions of work.

- A2903 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. Parents shall have the right to read the script.

- A2904 Work Day. The work day shall not exceed eight (8) consecutive hours per day excluding meal periods. Overtime is not permitted. Where the producer is providing transportation, provision must be made for children to leave the set as soon as is reasonably possible following the end of the child's shooting day. There shall be a rest period of not less than twelve (12) hours between the end of one work day and the beginning of work on the next day.

- A2905 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)

- A2906 Presence of Parent or Guardian. A parent or legal guardian shall have the right to be present at all times while a child is working and shall have the right, subject to production requirements, to be within sight and sound of the minor. The parent will not interfere with the production. Parents will not bring other children not engaged by the producer to the set or location.

In the event that a parent or legal guardian of a child is unable to be present on set or location, the parents or guardian shall have the right to designate a pro tem

guardian who shall be responsible for the child during the engagement. Such pro tem guardian shall have the written permission of the child's parent(s) or legal guardian and shall be at least eighteen (18) years of age.

When children are required to be away from home overnight, they shall be accompanied by either a parent or guardian. In the event that a parent or guardian is unavailable and unable to appoint a chaperone, the producer shall appoint a chaperone. It is the producer's responsibility to pay expenses and per diems in this Agreement to cover such services of parent, guardian or chaperone.

A2907 Dangerous Work. No child shall be required to work in a situation which places the child in clear and present danger to life or limb, or if a child or his/her parent believes that s/he is in such situation.

A2908 Tutoring. Any child who normally attends school and who is required to work for more than three (3) consecutive school days shall be provided with a qualified tutor if, in the opinion of the principal of the school which the child normally attends, a tutor should be provided to the child. The producer must obtain such opinion prior to the engagement of the child. If in the opinion of the principal of the school a tutor is required, then the tutor's qualifications and the program of studies shall also be subject to the principal's approval. The cost of the tutor will be borne by the producer.

A2909 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 or guardian 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.

ARTICLE A30 - TALENT AUDITIONS, INTERVIEWS AND INDIVIDUAL TESTS

A3001 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 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 \$ 19.25 per hour or part thereof.

A3002 Audition Recall. Where a performer is required to attend a fourth (4th) or subsequent audition, the producer shall compensate the performer for expenses incurred by paying an amount not less than \$ 25.00 for each hour or part thereof.

A3003 Notwithstanding clause A3001, a performer engaged to take part in another performer's test shall be paid at the rate of \$ 13.50 per hour, or a minimum payment of \$ 65.25 whichever is greater.

A3004 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 ACTRA not less than four (4) days prior to such audition when feasible.

A3005 Preference of Audition. The producer agrees to give ACTRA members preference in the auditioning of performers. In the case of "open calls", ACTRA members shall be auditioned in advance of and separate from non-ACTRA members. However, ACTRA members may be auditioned during non-member auditions if they are unavailable during member audition time.

ARTICLE A31 - PILOT PROGRAM

A3101 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 A32 - RETAKES, ADDED SCENES AND AUDIO RECALL

A3201 A performer required to do post-synchronization of such performer's on-camera role on a production in the course of a working day, may do such work without additional compensation.

A3202 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.

A3203 Performers shall be contracted and paid the following fees when recalled to work:

- (a) On-Camera Work. The performer shall be paid 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 four (4) hours for each day of such recall to work. There shall be no unpaid meal period in a four (4) 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 lesser. There shall be no unpaid meal period in a four (4) hour call.

ARTICLE A33 - PICK-UP PERFORMANCE

A3301 ACTRA's Consent. There shall be no pick-up of performers in any theatre, nightclub, circus, hotel, studio or other places where performers are appearing, without the consent of ACTRA. When such consent is given, the performers concerned shall be entitled to additional amounts for such performances as are required under the terms of this Agreement or, where applicable, the Reciprocal Agreement between ACTRA and any other performer's association having jurisdiction, whichever amount is greater. Upon request, a copy of the applicable Reciprocal Agreement will be furnished to the producer. It is agreed that ACTRA may waive the provisions of Article A24 in the case of the pick-up of a live dramatic presentation in which actors are required to play multiple roles.

A3302 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 General Secretary of ACTRA for fees and rates, including use fees, for such inserts. Such fees shall be based upon the fees provided in this Agreement.

- A3303 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 A34 - PUBLICITY STILLS, TRAILERS AND PROMOS

- A3401 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.
- A3402 Program Excerpt. An excerpt of not more than two (2) minutes in length of a recording involving a performer, may be used as a trailer or promo for the promotion of a program or programs within a series from which the excerpt has been taken, without additional payment to the performer.
- A3403 If the producer desires the services of a performer in making publicity stills or theatrical trailers, the performer agrees to render such services on the basis of a minimum call of two (2) hours at a rate not less than the performer's applicable hourly rate.
- A3404 Promos for Series, Serials or Specials. When a performer is required to take part in the production of a promo (including still photography) for use on television publicizing a television program, series or serial in which s/he participates, the following fee shall be paid to the performer:
- (a) \$ 102.00 for each promo - two (2) hours included work time. Additional work time shall be paid for at the performer's applicable hourly rate. This payment includes thirteen (13) weeks of use.

- (b) \$ 93.75 for the second or subsequent thirteen (13) weeks of use for the same promo (except extras).

- A3405 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 A35 - EXCERPTS

- A3501 The producer may take excerpts from a program in which a performer has participated for use in another program or interstitial upon payment to the performers concerned (except extras) in the program excerpt of a fee equal to not less than the daily minimum fee 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.

ARTICLE A36 - CREDITS

- A3601 The producer shall adhere to the current industry standard by reserving specific and adequate time for credits on each program (except documentary and industrial programs). On such productions all principal performers shall receive credits individually and/or as a unit respectively. Except for documentary and industrial programs, performers shall have the right to negotiate, at the time of engagement, the size and style of personal credit to be given, including the right to have no credit given.
- A3602 In documentary or industrial programs, if any craft credits are given, then credits to performers as provided in clause A3601 above shall apply.
- A3603 The producer shall honour individually negotiated billing for the screen as to placement, size and description as agreed upon in the performer's individual contract. Disputes as to whether contractually agreed screen credit has been accorded shall be subject to the grievance procedure.

A3604

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 fulfill 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.

ARTICLE A37 - PAYMENT

A3701

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

A3702

Late Payment Penalty. In the event that payment of fees is not forthcoming as prescribed in clause A3701 above, 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 prescribed in clause A3701 above. The provisions of this clause shall not apply in the event of the following:

- (a) Where the producer has filed with ACTRA 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.

ARTICLE A38 - INSURANCE AND RETIREMENT

A3801

Insurance. The producer shall contribute, for insurance benefits of each Canadian performer who is a member of ACTRA, an amount equal to two point five percent (2.5%) of the gross fees (inclusive of use fees) paid to such performer.

A3802

Retirement. The producer shall contribute, for retirement purposes of each Canadian performer who is a member of ACTRA, 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. The producer shall deduct, for retirement purposes, an amount equal to three percent (3%) of the gross fees (inclusive of use fees) paid each Canadian performer.

A3804

Non-Members. The producer shall pay to the ACTRA Fraternal Benefit Society an amount equal to eight and one-half percent (8 1/2%) of the gross fees paid to each performer who is not a member of ACTRA (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.

A3805

Non-Residents. Where non-resident performers (who are not members of ACTRA) are contracted, the deductions made and producer contributions and payments required under this Article shall be limited to the minimum fees in this Agreement.

A3806

With respect to performers whose gross fees (inclusive of use fees) exceed \$ 100,000.00 (Canadian), the maximum contributions pursuant to Article A38 shall be:

- (a) \$ 2,000.00 (Canadian) pursuant to clause A3801;
- (b) \$ 6,000.00 (Canadian) pursuant to clause A3802;
- (c) \$ 3,000.00 (Canadian) pursuant to clause A3803.

A3807

The contributions and deductions shall be payable by cheque to ACTRA at the same time 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" - Pre-Production Information Form
- Appendix "B" - Letter of Adherence
- Appendix "C" - Performer Contract - Independent Production
- Appendix "D" - Performers Work Report
- Appendix "E" - Extra Vouchers
- Appendix "F" - Dubbing Time Sheet
- Appendix "G" - Audio-Visual Productions
- Appendix "H" - Assumption Agreement on Sale or Other Disposition
- Appendix "I" - Engagement of Children

ARTICLE A40 - DURATION

- A4001 This Agreement will go into force on April 1, 1985 and remain in force until March 31, 1986.
- A4002 Either party desiring to renegotiate shall give notice to the other party at least ninety (90) days prior to the expiration date. Notwithstanding the above, it shall be a condition that duly constituted representatives of the adherents to the Agreement shall meet on or before thirty (30) days prior to such expiration date.
- A4003 It is agreed that during the period of negotiations for the renewal of this Agreement, the provisions of the Agreement shall remain in full force and effect.

SECTION B

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

Second (2nd) segment
(one (1) hour included
work time) \$113.75 per performer

Third (3rd) segment
(one (1) hour included
work time) \$ 56.50 per performer

Fourth (4th) and
subsequent segments
(one (1) hour included
work time per segment) \$ 39.25 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 \$ 37.50 per hour per performer.
- (c) 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.

B105

Minimum Fees for Off-Camera Performers Providing Voicing for Short Animated Programs. The following rates are applicable to performers who provide voicing for short animated programs of ten (10) minutes or less in length (per program). 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 B103 and dubbing of animated programs is covered by Section D). For animated programs in excess of ten (10) minutes, performers shall be paid according to B103.

- (a) Minimum guarantee: \$ 139.75 per performer per program - 1 hour included work time.
- (b) Additional work time: \$ 37.50 per hour per performer.
- (c) 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.

- (d) Doubling. A performer who provides voicing for two (2) or more characters (roles) in a single program shall be paid fifty percent (50%) of the applicable per program rate for each additional character (role) in the same session.

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. Where a performer is guaranteed payment for thirteen (13) or more programs in a series to be produced within a period of six (6) months (for each thirteen (13) programs), the daily work fee payable may be adjusted by twenty-five percent (25%) in recognition of this guarantee. Weekly fees shall not be adjusted.
- B204 No Pyramiding. Whenever one of the above rates are applied, there shall not be a pyramiding of such rates. Only one of the above rates may be applied to any engagement of a performer.
- B205 Adjustment if Work Cancelled. If any adjusted rate has been applied to a performer's fee in accordance with the provisions provided herein and work is cancelled which causes a failure to meet with 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 in which the performer is contracted.

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

Section 1 - Original Use.

B301 Distribution Rights. Upon payment of the minimum fees, the producer is entitled to one of the following "declared uses" of the program:

<u>Declared Uses</u>	<u>Basic Use Entitlement for Minimum Fees</u>
(a) Theatrical	Worldwide theatrical use for period of copyright of the program.
(b) Free Television	One domestic run (as defined in Article A413) in Canada.
(c) Pay-Television	Three (3) months in each market in Canada
(d) Cable TV and Educational TV	Five (5) years use in Canada
(e) Compact Devices	Two (2) years use in Canada

(Each of the above include non-theatrical and in-flight uses).

At the time of contracting of performers, the producer must declare the intended use of the program.

Section 2 - Additional Use.

B302 Assumption Agreement. If the producer or his/hers/its heirs, successors or assigns sells, assigns, or otherwise disposes of any property produced under this Agreement, or any rights thereto, the producer shall not be relieved of any of his/her/its obligations for payments due under this Agreement, unless the Third Party to whom the said property or rights have been sold, assigned or otherwise disposed of (the Purchaser), assumes, in writing, the obligations for such payments. The written approval of ACTRA to such sale, assignment or disposition shall be first

obtained. Such approval shall not be unreasonably withheld. This Assumption Agreement shall be in the form contained in Appendix "H" to this Agreement. Upon seeking the approval of ACTRA to a sale, assignment or other disposition as provided for herein, the producer shall provide to ACTRA such information and material pertaining to the Purchaser as ACTRA may reasonably require, including, but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

B303

Residual Payments. When a program is used beyond the basic use entitlement provided (and no prepayment options have been exercised), performers shall be paid the following minimum use fees based upon the following percentages of net fees (as defined in Article A425) 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 for basic use on free television or pay television, or cable/educational TV, or compact devices 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 use
(as defined in Article A413) 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.

	<u>Commercial Network</u>	<u>Syndicated Sale</u>	<u>Non-Commercial Network</u>
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 additional 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) Educational/Cable TV.

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

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

(e) Compact Devices.

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

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

B304

Prepayment Options.

(a) Upon payment at the time of production to performers of the following percentages of net fees (as defined in Article A425) earned during the production of a program, 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 Media 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 of a program.

Theatrical Films.

<u>Media Uses</u>	<u>Canada</u>	<u>U.S.</u>	<u>Foreign</u>	<u>World</u>
(a) Free TV	30%	30%	15%	55%
(b) Pay-TV	20%	25%	10%	45%
(c) Educational/ Cable TV	10%	10%	10%	20%
(d) Videocassette and/or Disc	10%	10%	5%	15%
(e) All uses for five (5) years	65%	70%	35%	125%

Television Programs.

Media Uses	Canada	U.S.	Foreign	World
(a) Free TV*	30%	30%	15%	55%
(b) Pay-TV	20%	25%	10%	45%
(c) Educational/ Cable TV	10%	10%	10%	20%
(d) Videocassette and/or Disc	10%	10%	5%	15%
(e) All above uses for five (5) years	55%	60%	25%	100%
(f) Theatrical	20%	20%	10%	35%
(g) All uses including theatrical for five (5) years	65%	70%	35%	125%

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

Notes: The "Foreign" market includes use in any and all countries, except Canada and the United States.

The "World" market includes use in Canada and the U.S.A. as well as use in any and all other countries.

- (b) Extension of Prepayment Periods. As an alternative to the "Royalty Payment" provisions prescribed in Article B305, the producer may secure additional blocks of five (5) year use periods upon prepayment to the performers of the applicable prepayment percentages described in Article B304 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 Article B305, 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 Article B304.

Royalty Payment.

- (a) Any use of a program in any medium:
- (i) after prepayment for a minimum of forty percent (40%) (in conformity with Article B304 of the Agreement); or,
 - (ii) after the expiry of the five (5) year period of use (for which the performer has received prepayment in conformity with Article B304 of the Agreement), may be paid in accordance with the royalty formula provided below.

- (b) Royalty Formula. 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.

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 use 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 ACTRA 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 ACTRA'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 paid 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 ACTRA to determine the fair market value for 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.

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

B306

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 ACTRA and the Associations have negotiated mutually acceptable terms and conditions to apply to such form of use.

B307

Where ACTRA 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

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 television use in Canada as defined in Article A413.
- (b) Step-up for Both Uses. Upon payment of ten percent (10%) of the total net fees paid to the performers during the production of the program, 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 Article 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 earned at the time of production of the program, 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 during the production of the program, the producer is entitled to one television use in Canada as defined in Article A413.

- (c) Buy-Out Rights. Upon payment to the performer of not less than fifty percent (50%) of the performer's total net fees earned at the time of the production of the program, 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 paid to the performer during the production of the program for each re-use of the program on television in Canada as defined in Article A413:

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

SECTION C

MINIMUM FEES AND CONDITIONS FOR EXTRAS

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

C101

Category of Engagement	Daily Fee	Hourly Rate	Overtime Rate	Weekly Rate	Included Work Hours
(a) Special Skill Extras	(i) \$119.50 (ii) \$ 75.00	\$15.00	\$22.50	\$478.00	8 hours 4 hours
(b) Extra	(i) \$ 85.00 (ii) \$ 52.25	\$10.50	\$16.00	\$340.00	8 hours 4 hours

C102 Minimum Daily Fees for Non-Qualified Extras in Programs. For those extras who are engaged as per Article C5, the producer agrees to pay the minimum hourly wage as provided in the respective Provincial Government's Minimum Wage Act in whichever Province the production takes place.

C103 Where the provisions of this "Extra Section" are silent, then the provisions of Section A, "General Clauses" shall apply, e.g. meal periods, make-up, rest periods, etc.

ARTICLE C2 - DEFINITIONS (QUALIFIED EXTRAS)

- C201 (a) Extra means any performer other than a Principal Actor or an Actor provided such performer is:
- (i) not required to give individual characterization;
 - (ii) not required to speak or sing any work or line of dialogue;
 - (iii) not required to perform as in Article C201(b);
 - (iv) a stand-in engaged to replace physically another performer during the set-up period;
 - (v) 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; or,

(vi) a photographic double for a member of the cast during on-camera long shots and other scenes in which the photographic double is not recognizable.

(b) 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 Article A28. 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.

(c) 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.

(d) Qualified Extra means a member of ACTRA or a person holding a work permit.

ARTICLE C3 - QUALIFICATION OF EXTRAS

C301 Prior to offering extras engagements to non-members of ACTRA, the producer undertakes to apply his/her best efforts to engage as extras members of ACTRA who are willing to work as extras in any production within eighty (80) kilometers (fifty (50) miles) from the nearest ACTRA office in all cities where ACTRA branches

are located, except for the cities of Toronto and Vancouver where such preference of engagement shall be within one hundred and twenty (120) kilometers (seventy-five (75) miles) of the ACTRA office. 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 ACTRA office (or provide to the ACTRA steward) a performer work report (as shown in Appendix "D") with the name of each qualified extra, together with the production title and date of work of each extra.

C303 Where the location of production is within eighty (80) kilometers (fifty (50) miles) of the nearest ACTRA office in all cities where ACTRA branches are located, except for the above-mentioned difference concerning Toronto and Vancouver, persons engaged as extras who are not members of ACTRA shall be permitted to work with ACTRA members upon the payment of a work permit fee to ACTRA of \$ 6.00 per person for each day such person is engaged in each program or episode in a series to a maximum of twenty-five (25) qualified extras per day of production. Non-ACTRA members engaged as extras within one hundred and twenty (120) kilometers (seventy-five (75) miles) of the ACTRA office in Toronto shall be permitted to work upon payment of a work permit fee of \$ 11.50 per person per day to a maximum of twenty-five (25) qualified extras per day of production.

C304 Only ACTRA members shall be engaged in the categories of stand-in or continuity extra except in the following circumstances:

- (a) children;
- (b) in localities where ACTRA members are unavailable;
- (c) where unique characteristics are required;
- (d) where extras are working form more than on 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 ACTRA at production locations eighty (80) kilometers or more (fifty (50) miles or more) from the nearest

ACTRA office in all cities where ACTRA branches are located, except for the above-mentioned difference concerning Toronto and Vancouver.

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. Qualified extras shall be advised if the call is a four (4) hour call or an eight (8) hour call. IF A CALL IS NOT DESIGNATED AT THE TIME OF BOOKING AS A FOUR (4) HOUR CALL, THEN IT SHALL AUTOMATICALLY BE CONSIDERED AN EIGHT (8) HOUR CALL. With respect to upgrades, additional work time and additional work days, preference shall be given to ACTRA members.

C402 The producer shall not require the extra to commence work without a completed ACTRA extra voucher designating the category of work.

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 Four (4) Hour Calls. In the case of a qualified extra being booked for four (4) hours, any additional hours of work shall be paid for at the appropriate hourly rate provided in Article C101. Any time worked in excess of eight (8) hours in a day shall be paid for at the appropriate overtime rate provided in Article C101 of this Section. NO MEAL BREAK SHALL BE INCLUDED IN THE FOUR (4) HOUR CALL.

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 performer is called back for the next day and the producer intends that s/he shall revert back to the original rate of engagement, the 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.

C407 Wardrobe. Performers in extra categories shall not be required to provide more than one change of clothing.

ARTICLE C5 - NON-QUALIFIED EXTRAS

C501 Whenever the producer engages twenty-five (25) or more qualified extras in a particular production on a particular day, the producer may engage any additional number of persons to perform crowd work. Non-qualified persons in crowd work may only be directed as a group and may not be required to perform individual business without appropriate upgrading.

ARTICLE C6 - EXTRA LIST

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

SECTION D

MINIMUM FEES AND CONDITIONS OF
WORK FOR PERFORMERS IN DUBBING

ARTICLE D1 - DUBBING

D101 The following conditions and minimum rates shall apply for the dubbing (as defined in Article A414) of programs into a language other than French.

ARTICLE D2 - HOURS OF WORK

- D201 (a) Should the producer call a performer for more than one separate reporting time during any one day, each new reporting time will constitute a new first hour of work.
- (b) No work session shall be more than five (5) hours without a meal break.
- (c) Such meal break shall not be less than one (1) hour or more than two (2) hours in any one day. Such meal break shall not be paid.
- (d) Should the producer call a meal break of longer than one hundred and twenty (120) minutes, the new reporting time after the meal break will constitute a new first hour of work.
- (e) Notwithstanding the foregoing, if the producer grants an extended meal period beyond the two (2) hours at the request of the performer, or if the producer allows more than one separate reporting time during any one (1) day at the request of the performer, then the rate of pay for that performer will be calculated on the actual number of hours worked by the performer as an uninterrupted day.

ARTICLE D3 - FEES

D301 (a) Fees paid to performers shall be calculated on a daily basis in accordance with the duration of the work session (per (b) below);

OR

the performer shall be paid in accordance with the number of lines of script the performer is called

upon to voice (per (c) below). Each line of script shall not be more than ten (10) words;

WHICHEVER METHOD OF PAYMENT IS THE GREATER FOR EACH SESSION.

(b) Payment Per Hour of Work (or part thereof).

- (1) First hour of work or part thereof \$ 76.25
- (2) For each of the next two (2) hours of work or any part thereof \$ 38.75
- (3) For each of the fourth (4th), fifth (5th) and sixth (6th) hours of work calculated in half (1/2) hour units of work \$ 38.75
- (4) For the seventh (7th) and each subsequent hours or work calculated in one-quarter (1/4) hour units of work \$ 68.50

OR

(c) Per Line Fee. \$ 2.30

ARTICLE D4 - CAST LIST AND WORK TIME RECORD

A401 The producer shall forward to the nearest ACTRA office a detailed list of the cast in each production, copies of the script(s), the hour of call for each performer and a record of the length of time worked by each performer, initialled by the performer and a designated representative of the producer (see Appendix "F").

ARTICLE D5 - UNLIMITED USE

D501 The payment of the above rates shall entitle the producer to unlimited use of the dubbed programs without additional payment of fees.

ARTICLE D6 - DOUBLING

D601 Except in the case of an animated film or program, during one session, a performer who is required to dub more than two (2) roles in the same film (or in the same episode of a series), or more than four (4) roles

in different episodes of a series (or in different films) shall receive additional payment of not less than \$ 35.00 for the first such double, and \$ 21.25 for the second and each subsequent double.

ARTICLE D7 - ANIMATED PROGRAMS OR FILMS

- D701 Dubbing of an animated program or film is governed by this Section.
- D702 During one session, a performer who is required to dub more than five (5) roles in the same animated film (or in the same episode of an animated series) shall receive additional payment for doubling. Such additional payment shall be in accordance with the fees for doubling provided in D601 above.

ARTICLE D8 - PARTICIPATION IN CROWD NOISES

- D801 Participation in crowd noises shall not be considered as doubling, and is permissible without additional compensation.

In witness whereof the parties have caused this Agreement to be executed this _____ day of _____, 1985.

ASSOCIATION OF CANADIAN FILM
AND TELEVISION PRODUCERS
(ACFTP)

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

CANADIAN FILM AND TELEVISION
ASSOCIATION (CFTA)

NATIONAL FILM BOARD OF CANADA (NFB)

APPENDIX "A"

PREPRODUCTION INFORMATION

(Name of Firm) (Producer)

(Address) (Telephone No.)

will be producing a production tentatively entitled: _____

_____ on _____
(Dates)

at _____
(Studio or Location)

Writer(s): _____

Cast List (as known at present):

List of persons or groups for whom work permits or waiver permits
are required:

Signed _____
(For Producer)

Please forward to the nearest ACTRA office: _____

APPENDIX "B"

LETTER OF ADHERENCE

Prior to production, producers shall sign a Letter of Adherence as described below but on their own letterhead and forward same to the General Secretary of the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA) in quadruplicate. This Letter of Adherence shall constitute a binding obligation by the producer to the terms and conditions of this Agreement and to the terms and conditions of the relevant Writers' Agreement where such independent producer is involved in the production of a program.

"Date: _____"

_____ (Insert name of producer and company) hereby acknowledges receipt of the National Agreement dated April 1, 1985 to March 31, 1986 covering Performers in Independent Production and the National Agreement dated April 1, 1985 to March 31, 1986 covering Freelance Writers of Theatrical Films, Television (including Pay Television) Programs and other Production between the Association of Canadian Film and Television Producers (ACFTP), the Canadian Film and Television Association (CFTA), and the National Film Board of Canada (NFB) and the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA). We hereby become signatory to said Agreements and agree to abide by and conform to all the terms and conditions contained therein.

As a signatory to the above-noted Agreements the undersigned, as a representative(s) of the producer, is cognizant of the provisions in Article A10, of the Performer Agreement, particularly the provisions of Clauses A1002 and A1003, and the provisions of Article A4 of the Writer Agreement, particularly the provisions of A402 and A403.

We hereby certify that we are/are not a member in good standing of the following organization(s):

ACFTP Membership No. _____

CFTA Membership No. _____

Neither

Please forward a copy of this Letter of Adherence to ACFTP and CFTA.

(Signature)

(Print or type name)

On behalf of:

(Name of signatory company)

this _____ day of _____, 19 _____.

Receipt of the above Letter of Adherence is hereby confirmed by the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA).

Per: _____ Date: _____"

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

Production company _____	
with offices at _____	Telephone No. _____
Represented by _____	Title _____
(name)	
contracts with _____ to provide the	
(performing company, if applicable)	
services of _____	whose address is _____
	Telephone No. _____
Social Ins. No. _____	ACTRA No. or Work Permit No. _____
Age (if under 16 years) _____	whose agent/representative is _____
(name)	(address) (telephone no.)
IN THE PRODUCTION ENTITLED _____	
NATURE OF ENGAGEMENT	
(Indicate Declared Use - check <u>one</u> only. See clause B301.)	
<input type="checkbox"/> Theatrical	<input type="checkbox"/> Pay Television <input type="checkbox"/> Educational/Cable TV
<input type="checkbox"/> Free Television	<input type="checkbox"/> Compact Devices <input type="checkbox"/> Non-Broadcast
<input type="checkbox"/> Other _____	
Length of production _____ min. If series, total no. of episodes _____	
No. of episodes guaranteed to performer _____	
Episode nos. _____	
NATURE OF ENGAGEMENT	
Role _____ Performance category _____	
Date(s) 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/billing _____	
Other contractual obligations _____	
There is <input type="checkbox"/> is not <input type="checkbox"/> a rider attached. Please note such riders form part of this contract.	
ADDITIONAL RELEASE RIGHTS	
In addition to the rights included under "Declared Use" (as per clause B301) indicated above, the producer hereby purchases, by a further prepayment of _____ of the performer's total net fees, the following additional release rights:	
Theatrical films, all uses for 5 years, 125% <input type="checkbox"/> OR	
TV films, all uses <u>except</u> theatrical for 5 years, 100% <input type="checkbox"/> OR	
TV films, all uses <u>including</u> theatrical for 5 years, 125% <input type="checkbox"/> OR	
One or more of the following, see clause B304.	
Free TV	<input type="checkbox"/> Canada <input type="checkbox"/> U.S. <input type="checkbox"/> Foreign <input type="checkbox"/> World
Pay-TV	<input type="checkbox"/> Canada <input type="checkbox"/> U.S. <input type="checkbox"/> Foreign <input type="checkbox"/> World
Educational/Cable TV	<input type="checkbox"/> Canada <input type="checkbox"/> U.S. <input type="checkbox"/> Foreign <input type="checkbox"/> World
Compact Devices	<input type="checkbox"/> Canada <input type="checkbox"/> U.S. <input type="checkbox"/> Foreign <input type="checkbox"/> World
Theatrical	<input type="checkbox"/> Canada <input type="checkbox"/> U.S. <input type="checkbox"/> Foreign <input type="checkbox"/> World
The parties to this contract warrant that they have familiarized themselves with the provisions of the Independent Production Agreement and are bound by its terms.	
(Signature of performer) _____	(Signature of producer) _____
(Please print name) _____	(Please print name) _____
Date _____	Date _____

APPENDIX "H"

ASSUMPTION AGREEMENT ON SALE OR OTHER DISPOSITION

The undersigned _____ (insert name of Purchaser), the Purchaser of the film _____ (insert name of film) hereby agrees to and with ACTRA (representing Performers and Writers engaged in the said film) to be bound by the Collective Agreement between ACTRA and _____ dated _____, as if it had been an original party thereto; and without limiting the generality of the foregoing, the undersigned agrees to pay when due all payments under the said Agreement, including residuals, royalties or other payments required by the said Agreement to be paid by the Producer to or for the said Performers or Writers.

Nothing herein contained, save the actual payment of the said monies, shall limit the liability of the Producer or any Purchaser to remain responsible for the payments aforesaid.

The undersigned agrees that upon any sale or other disposition of the film and/or copyright therein, it will obtain from the Purchaser an Assumption Agreement in the within form, and deliver same to ACTRA as provided for in the above referred to Collective Agreement.

Dated this _____ day of _____, 19 .

Purchaser

ALLIANCE OF CANADIAN CINEMA,
TELEVISION, AND RADIO ARTISTS

Per:

APPENDIX "I"

SO YOUR CHILD IS IN A MOVIE?

There are some things you need to know.

Before beginning the process, have you read the script? Do you understand the role your child is being offered?

Most important there is a Collective Agreement between the Alliance of Canadian Cinema, Television and Radio Artists and the Association of Canadian Film and Television Producers, the Canadian Film and Television Association and the National Film Board. This Agreement sets out the terms and conditions for the engagement of children in independently produced film and television projects.

While ACTRA and the producers have agreed to be bound by the Agreement, YOU as the child's parent have the ultimate responsibility for the health and welfare of your child.

It is vital you recognize this responsibility as it applies to film and/or television production. The production of films and television programs is a pressured and costly process, vulnerable to delays and on-the-spot changes of schedule, etc. Your child has rights as a performer under the Agreement and as a minor under pertinent federal and provincial legislation affecting juveniles. However, you or your delegate may be called upon to make decisions which concern those rights. It is essential that someone be there and able to make those decisions on behalf of the child. NO ONE else can make decisions on behalf of your child except you or your delegate.

Please sign and return a copy of this notice, acknowledging you have read it and identifying the person who is responsible for your child during the course of this production.

Name of Child

Name of Production

Signature of Parent

Person Responsible for Child

LETTER OF INTENT

TO: The Associations

ACTRA has been and is attempting to standardize the provisions of Agreements in order to achieve a consistency of fees and conditions of engagement.

Towards this end, the ACTRA Board of Directors established, in October 1980, a policy of applying the Independent Production Agreements to all production by independent producers.

Guidelines established by the Board for implementation of this policy are as follows:

- (1) Local Station production - local station agreement. Limited to local station use only.
- (2) Network affiliates producing directly for a network (under an Agreement with the network covering such production) - network agreement to apply.
- (3) All other production (except such broadcasters with which ACTRA has existing agreements, e.g. CBC, CTV, OECA, ACCESS, SaskMedia) under the provisions of the Independent Production Agreements.

Signed,

General Secretary
ACTRA

LETTER OF INTENT

The parties to this Agreement agree that during the life of this Agreement they may, in accordance with their respective ratification proceedings, wish to implement a new program of incentives for Canadian production which may include departures from certain fees and conditions in this Agreement, and that in the event such a program is agreed to, it shall become part of this Agreement.

Signed,

ACTRA
CFTA
ACFTP
NFB

ACTRA BRANCHES

<u>British Columbia</u> Performers & Writers Guilds - B.C. Branch	525 Seymour St., Ste. 911, Vancouver, B.C. V6B 3H7	(604) 681-1101
<u>Calgary</u> Southern Alberta Branch	815-1st St. S.W., Suite 407, Calgary, Alta. T2P 7N2	(403) 262-4425 (403) 262-4426
<u>Edmonton</u> Performers Guild - Northern Alberta Branch & Writers Guild - Alberta Branch	10018-105th St., Edmonton, Alta. T5J 1C6	(403) 423-0669 (403) 423-1460
<u>Maritime</u> Performers & Writers Guilds - Maritime Branch	5240A Blowers St., Halifax, N.S. B3J 1J7	(902) 429-2647
<u>Montreal</u> Montreal Branch	1650 Sherbrooke St. W., Montreal, P.Q. H3H 1C9	(514) 931-0523 (514) 931-0524
<u>Newfoundland/Labrador</u> Newfoundland/Labrador Branch	210 Water St., St. John's, Nfld. A1C 5K8	(709) 722-0430
<u>Ottawa</u> Ottawa Branch	130 Slater St., Ste. 808, Ottawa, Ont. K1P 6E2	(613) 230-0327 (613) 230-0328
<u>Saskatchewan</u> Saskatchewan Branch	1808 Smith St., Ste. 212, Regina, Sask. S4P 2N4	(306) 757-0885
<u>Toronto</u> Performers & Writers Guilds - Toronto Branch	2239 Yonge St., Toronto, Ont. M4S 2B5	(416) 489-1311
<u>Winnipeg</u> Performers & Writers Guilds - Winnipeg Branch	63 Albert St., Ste. 412, Winnipeg, Man. R3B 1G4	(204) 943-1307 (204) 943-2365
<u>National Office</u>	2239 Yonge St., Toronto, Ont. M4S 2B5	(416) 489-1311
<u>ACTRA Fraternal Benefit Society</u>	2239 Yonge St., Ste. 400, Toronto, Ont. M4S 2B5	(416) 485-8902

A P P E N D I X G

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