

Chlo Kelsey



**PERFORMER/
INDEPENDENT
PRODUCTION
AGREEMENT**

October 17, 1988 to December 31, 1990

AGREEMENT

between

ASSOCIATION OF CANADIAN FILM AND TELEVISION PRODUCERS (ACFTP),
CANADIAN FILM AND TELEVISION ASSOCIATION (CF&TA),
NATIONAL FILM BOARD OF CANADA (NFB),
ASSOCIATION DES PRODUCTEURS DE FILMS ET DE VIDEO DU QUEBEC (APFVQ)
(Hereinafter collectively referred to as the "Associations")

and

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

for

PERFORMERS IN INDEPENDENT PRODUCTION

October 17, 1988 to December 31, 1990

GENERAL INDEX

Section A	General Clauses
Section B	Minimum Fees, Distribution Rights, Prepaid Use Rights, Royalties and Residuals
Section C	Conditions of Engagement of Extras
Section D	Minimum Fees and Conditions of Work for Performers In Dubbing

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, APFVQ, 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.
- A104 This Agreement shall be administered jointly by ACTRA and the Associations in all its facets on a principle of equality between ACTRA and the Associations in all matters pertaining to the administration of the Agreement's provisions. Questions regarding interpretation of the meaning of the clauses in this Agreement may be directed to any of the Associations or to ACTRA. Neither of the parties shall give interpretations binding upon the other without the written agreement of the other.
- A105 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to productions produced pursuant hereto, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.
- A106 Rights of Producer. Except to the extent specifically modified in this Agreement, all rights and perogatives of management, administration and direction are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producer's rights shall include:

- (a) the right to maintain efficiency, discipline and order, and to discipline and discharge Performers in accordance with this Agreement; and,
- (b) the right to select and hire Performers and other personnel; the right to establish the methods and means of production, including determining the qualification of personnel, the hours and dates personnel are required, and the location and standards of performance; methods used to ensure security of the Producer's property; and generally the right to conduct its business the most effective way it sees fit, without interference.

ARTICLE A2 - EXCLUSIONS

- A201 A Performer means a person who is engaged to appear on-camera or whose voice is heard off-camera in any manner whatsoever, but specifically does not include:
- (a) A member of the armed forces of Canada when appearing in any program primarily for the purpose of displaying military ceremony or for the purpose of recruitment, education or information relating to the armed forces.
- (b) Children under the age of sixteen (16) without professional status, appearing as themselves in a program.
- (c) A person performing as an instrumentalist, musician or conductor of a band, chorus or choir, who is within the jurisdiction of the American Federation of Musicians.
- (d) A member of the public appearing incidentally as part of a public event or as a member of a studio audience, providing such person does not receive individual coaching or direction.
- (e) A person or persons performing their regular employment duties or professional duties (other than performers) at their regular place or places for performing such duties; or persons pursuing their normal activities in or about their place of abode, except where such person or persons are rehearsed or directed so as to provide individual characterization.
- (f) A contestant participating in a quiz Program or game Program, except where such contestant is rehearsed to develop an individual characterization.

- A202 The following persons shall be excluded from the rates and conditions of this Agreement in production of documentary and industrial programs only:
- (a) Persons holding or candidates for public office.
 - (b) Non-professional choirs, choruses, dancing groups and other non-professional groups of ethnic, religious, educational, cultural, or philanthropic organizations, not operated for the profit of its individual members.
 - (c) Persons appearing in a single production in relation to news, education or public affairs, or because they are specialists whose regular employment or whose activity is in the field in which they report or comment such as government employees, college professors, or members of a recognized profession provided, however, that they shall be limited to three (3) occasions in any calendar year.
 - (d) Members of the armed forces; inmates of institutions such as schools, hospitals, or prisons; or undirected and unpaid members of the public.
- A203 When a member of 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 production of an ACTRA member, in an excluded category, shall not require the qualification of non-ACTRA participants in that 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 Actor means a Performer engaged to speak or mime ten (10) lines or less of dialogue, or whose performance constitutes an individual characterization notwithstanding the absence of dialogue.
- A302 Announcer means a Performer engaged to deliver continuity or a message other than a commercial.
- A303 Cartoonist means a Performer who draws cartoons or caricatures as part of a performance. A cartoonist shall be categorized as a Principal Actor.
- A304 Choreographer means a Performer who creates and/or stages dance numbers.

- A305 Chorus Performer means a Performer engaged to appear in a program in any combination of two or more of the categories of Group Singer, Group Dancer or Actor.
- A306 (a) Dancer means a Performer who performs choreographed dancing, swimming or skating, either alone or with others.
(b) Group Dancer means one (1) of two (2) or more Dancers, except duos engaged in dance.
- A307 Extras. See C2 for definitions.
- A308 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
- A309 Model means a Performer engaged to display or physically illustrate a product, idea or service.
- A310 Narrator or Commentator means a Performer engaged to perform narrative material or commentary on - or off-camera.
- A311 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.
- A312 Panelist means a member of a group expressing an opinion.
- A313 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").
- 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 Singers except duos.
- 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 Actor / Singer / Host / Dancer.
- A320 Vocal or Dialogue Coach means someone engaged to coach performers either in vocal or script delivery techniques.

ARTICLE A4 - DEFINITION OF TERMS

- A401 Above Minimum Fee 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, other work fees, residual and prepaid use fees, penalty provisions, and any other additional or supplementary fees, depending on what is stipulated in the individual contract between the Performer and the Producer.
- A402 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 means the exhibition of a Production on television by means of cable, satellite, master antenna, or any combination thereof, where the signal embodying the Production is packaged with other signals comprising simultaneously re-transmitted over-the-air broadcast signals, and the package is made available to subscribers for a subscription rate some times known as a "basic cable" subscription fee. Cable Television use does not include Network Television, Syndicated Television or Pay Television.
- A407 Call means the place and hour of commencement of work for a Performer.
- A408 Contracted Fee means the fee for services contracted and the guaranteed work time specified in the contract of the individual Performer.
- A409 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.
- A410 Distant Location means a location on which the performer is required to remain away and be lodged overnight.
- A411 Documentary Program means an information program that is not designed to be purely entertainment and which may include drama or variety techniques in achieving its information goal.
- A412 Domestic Run means the 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.)
- A413 Dubbing means the voice synchronization by a Performer off-camera to match the on-camera performance of a Performer in an existing Program originally produced in a language other than English.
- A414 Educational Television means curriculum based production.
- A415 Episode means one Program, complete in itself but forming part of a Series.
- A416 Free Television means exhibition defined as Network and/or Syndicated Television.

- A417 Gross Fee means total compensation paid to a performer during production exclusive of monies paid by a Producer for expenses, such as per diem allowances or travel costs as agreed.
- A418 Industrial Program means a Program which is not less than three (3) minutes in length and which is produced to promote directly or indirectly the image of an organization or to promote the use of its products or services, or to offer training in the use of its products or services, or to provide education or instruction, but is not intended for broadcast on television.
- A419 Interstitial means filler material which in itself does not constitute a program and which is produced (excluding commercials, Billboards and Public Service Announcements) for the purpose of filling short periods of time between main items of programming on Pay or Cable Television.
- A420 Line of Dialogue means a line of script of ten (10) words or less including directed but unscripted dialogue.
- A421 Lip Synchronization means the voice synchronization by a performer off-camera to match the on-camera performance of another performer or the voice synchronization by a performer off-camera to match recorded animation.
- A422 Mini Series means a single Program (i.e. a Single Unit) of predetermined length intended for broadcast in segments which Program has a single essential storyline beginning in the first segment and concluding in the last.
- A423 Nearby Location means a location outside of the studio zone on which Performers are not lodged overnight but return to the studio at the end of the work day.
- A424 Net Fee means the total compensation paid to a Performer during the production of a program, excluding: 1) reading sessions; 2) cancellations; 3) postponements; 4) talent audition fees; 5) late payment penalties; 6) wardrobe fittings or special make-up and maintenance fees; 7) monies paid by a Producer for expenses such as per diem allowances or travel costs as agreed; 8) 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); 9) holdover calls on a Distant Location on normal production down days (see A1901).

Pre-production Rehearsal fees shall be considered as part of the Net Fee to the following extent:

- (a) effective upon the commencement of this Agreement until December 31, 1988, for each day of recorded performance one-half (1/2) day of Pre-production Rehearsal worked shall be included in the Net Fee;
- (b) effective January 1, 1989, for each day of recorded performance, one full day of Pre-production Rehearsal worked shall be included in the Net Fee; and,
- (c) effective January 1, 1990, for each day of recorded performance, two full days of Pre-production Rehearsal worked shall be included in the Net Fee.

- A425 Network Television means exhibition of a Production on television, broadcast by UHF or VHF. In Canada "Network" shall mean CBC and CTV, and in the United States it shall mean ABC, CBS and NBC.
- A426 Non-Theatrical means the distribution in all formats in all media save for Theatrical, Network Television, Syndicated Television, Pay Television, Cable Television, and Video distribution, except uses contemplated in B306 of this Agreement.
- A427 Pay-Television means the exhibition of Programs on a television receiver by a Pay-Television network operator distributed by means of broadcast, Cable, closed circuit, Direct Broadcast Satellite (DBS) or any other form of distribution whether in conventional, scrambled, encoded or otherwise altered form where there is a requirement that the audience shall make a payment to receive such Program. Such payment may be in the form of (i) a separate amount for each program or portion thereof, or (ii) a payment to receive a dedicated Pay-Television channel which payment is made either in addition to regular Cable 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.
- A428 Pilot Program means a program which is produced as one of a projected Series to enable the Producer to determine whether the Producer will produce the Series at a later date.
- A429 Post-Synchronization means the voice synchronization by a Performer of his/her voice to his/her own On-camera performance.

- A430 (a) Preproduction Rehearsal. Prior to commencement of production, Performers may be called for Rehearsal. Subject to the agreement of the Performers concerned, there may be temporary preservation of Rehearsal performance. Use of such preserved performance is prohibited. Further, the recording shall be discarded when it has served its assessment function. Performers shall be compensated for time spent in Rehearsal at the Performers' contracted hourly rate with a minimum four (4) hour call.
- (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.
- A431 Producer means the individual, company, corporation or organization which controls, administers, directs and is responsible for the production of any Program, whether or not s/he or it is or will be the Copyright Holder of the finished Program.
- A432 Production/Program means a film, each Episode of a Series or a Single Unit.
- A433 Public Service Announcement means a short recorded announcement for which the showing or broadcast time is donated by the exhibitor or broadcaster.
- A434 ✓ 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.
- A435 Role means the part to be portrayed by a Performer as an individual characterization.
- A436 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) Anthology 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.

A437

Single Unit means a Program intended for broadcast as a single show, broadcast or program, and not as a part of an Anthology Series, Episodic Series, or Serial.

✓ A438

Substantial Snack means a selection of food items to make sandwiches, as well as a selection of hot and cold beverages. During the winter, at least one food item shall be hot or warm.

A439

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

A440

Uses shall mean the use of a Production on:

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

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

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

In the United States of America:

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

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

A441

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.

A442 Video means the distribution of a Production by manufacturing and selling or renting copies of a Production on tape, disc, cassette or any other similar format intended primarily for private, in-home exhibition.

ARTICLE A5 - OBLIGATIONS OF PRODUCERS

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

A502 Policy of Equal Opportunities.

- (a) The Producer will 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.
- (c) Upon ACTRA obtaining rulings from the Human Rights Commissions in the applicable jurisdictions that, the completion of the "demographic breakdown sheets" shall not give rise to any liability of, or claim of action against the producer or casting personnel, casting personnel shall complete and return to the nearest ACTRA office the demographic breakdown sheets upon completion of casting. ACTRA shall supply the demographic breakdown sheets to casting personnel.

A503 The Producer shall not require a Performer to work in any Production with anyone who 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 (see Article A201).

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 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. Oral and/or written notices, advising that the Producer is offering minimum fees only, may not be issued.

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. The Producer shall allow an ACTRA representative access to sets and locations to verify compliance with the terms of this Agreement. Any such access shall not interfere with the production schedule.

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, APFVQ 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 Production 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, APFVQ or CFTA, the administration fee payable shall be four percent (4%) of the gross fees paid to all Performers engaged for the production of a Program provided such administration fee shall not exceed \$4,000.00 for any single Production, with the exception of Series production, for which the administration fee shall not exceed \$800.00 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 Production, 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/APFVQ/CFTA. The Producer shall remit the administration fees upon receipt of invoices issued by ACTRA, to the nearest local ACTRA office.

13

- (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. ACFTP shall receive and remit to APFVQ its share.
 - (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%) to each of 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, APFVQ 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/APFVQ/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 or Performers engaged and categories of performance.
 - (b) Date or dates of services rendered by a Performer or Performers.
 - (c) Amount paid for such services.
 - (d) The hours worked.

14

- (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).
 - (i) A copy of the script and all script changes.
 - (j) Description(s) of stunts.
 - (k) Updates of the shooting schedule.
 - (l) Casting notices.
- (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 Steward 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

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

- (i) ACTRA shall be entitled, upon written notice to the Producer, to draw down on the letter of credit. The notice shall stipulate the amount claimed and that such amount is due to ACTRA as a result of default by the Producer of its payment obligations as specified in the Agreement;
- (ii) the said letter of credit shall have a term commencing not sooner than thirty (30) days prior to the commencement of work by the Performers and terminating at a mutually-agreed date after the completion of principal photography;
- (iii) in the event of a dispute involving outstanding payments due under the Agreement, the Producer agrees to re-issue a letter of credit or to post a cash bond in an amount equal to those amounts in dispute for as long as those amounts remain in dispute.
- (iv) when a bona fide dispute arises, all remedies and recourse provided by this Agreement shall be exhausted, or an Arbitrator shall rule in favour of the performer or writer prior to any disbursement from the letter of credit.

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

A515

When a Performer and a Producer's representative sign the timesheet, the representative of the Producer shall, if presented with it at the same time, sign the Performer's personal time record (i.e. diary). Timesheets are to be in carbon sets, filled out in ink, with one of the copies to be sent to ACTRA.

A516

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

ARTICLE A6 - OBLIGATIONS OF ACTRA AND PERFORMERS

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

A603 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 A513(iii) and shall ensure that a representative of the Producer also signs the same record. In the event of a dispute, the performer shall report such dispute to 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 A513 and A603) is maintained for performers and Extras.
- (e) Familiarize him/herself with the terms of this Agreement.

A605 A Performer shall at all times report to the set or location ready to work at the time of his/her call. The Performer is required to know his/her lines of the scenes listed on his/her call sheet at the time of arriving on the set or at the location. Performers will at all times comply with the reasonable requests and instructions of the Producer or his/her representative. The Performer will be reasonably familiar with the terms of this Agreement. It is the responsibility of the Performer to identify to the ACTRA Steward any perceived breach of this Agreement whenever such breach is considered to occur in order that the ACTRA Steward may give the Producer the opportunity to remedy such perceived breach at the earliest opportunity in the spirit of this Agreement.

A606 The Performer must advise the Producer at the earliest opportunity of any injury and or any inability to fulfill contracted obligations.

ARTICLE A7 - QUALIFICATION OF PERFORMERS

A701 In accordance with A501, preference of engagement shall be given to ACTRA members. However, after making reasonable efforts to comply and having 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 ACTRA office at least forty-eight (48) hours prior to the commencement of work, and the following procedure will apply for the issue of work permits:

- (a) Principal Performers who are resident in Canada shall pay \$ 110.00 for the first week of production on any Program for which the Performer is engaged. For the second and each subsequent week for which Performer is engaged, a work permit fee of \$65.00 shall be paid by the Performer.
- (b) Other Performers (except Performers in Extra categories) who are resident in Canada shall pay \$85.00 for the first week of Production on any Program for which the Performer is engaged. For the second and each subsequent week, a work permit fee of \$45.00 shall be paid by the Performer.
- (c) Subject to the other provisions of this Article when a work permit is issued to a Performer who is not a Canadian and not a member of ACTRA, the fee for such work permit shall be \$175.00 per week of recorded performance for which the the non-Canadian Performer is engaged.

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

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

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

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

Notwithstanding the provisions of A703(A) and (B), this article may not apply (at the discretion of 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:

- (a) (1) One (1) non-Canadian may be engaged for a feature production, and
- (2) a second (2nd) non-Canadian may be engaged only if a Canadian Performer receives billing that is not less than the second (2nd) most prominent cast billing, and such Canadian Performer is one of the two highest paid Performers in the cast.

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

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

(b) Notwithstanding the provisions of A703(A)(a), 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. 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 made reasonable efforts to comply with A703(A)(a).

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

(a) Variety Special or Series. The total number of permits issued to non-Canadian 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 Program. Non-Canadian Performers shall not be engaged in any other performance category in the Program.
- (c) Drama Series. For continuing roles in a drama Series, the number of permits issued to non-Canadian 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 co-production with a non-Canadian Producer(s) (who or which is contributing at least one-third (1/3) of the gross production budget), and in which co-production it is established that non-Canadian Performers are a condition of such co-production.
- (g) Additional work permits may be issued to Performers in television Programs or Series in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. ACTRA agrees that such work permits shall not be unreasonably withheld.

- (C) (a) Where it is established that a Production is a co-production governed by an official co-production treaty between Canada and another country (or countries), the parties to this Agreement recognize that the application of A703(A) or (B) may be subject to the terms of the relevant international co-production treaty.
- (b) In the event that an entirely privately financed Production is to be produced in Canada, the foregoing provisions of A703(A) or (B) may be modified by 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 The Performer shall be provided with a contract at least forty-eight (48) hours prior to the commencement of work. Where exceptional circumstances dictate, the Producer may apply to the nearest ACTRA office for relief from the provisions of this Article. The Performer shall return a fully-executed copy of the contract to the Producer the earlier of forty-eight (48) hours of receipt or commencement of rendering of services. The Producer shall file a copy of each contract with the nearest ACTRA office. ACTRA undertakes to maintain such information confidential and shall not allow anyone who is not a full-time employee of ACTRA or a party to the contract access to same without prior written consent of the Producer.
- A804 Standard Contract Forms. Performer's written contracts shall include the information required in Appendix C of this Agreement. The Performer and the Producer shall each retain an original of such contract. The Producer shall file a copy of each such contract with the nearest ACTRA office.

A805

Series Options. A Performer may grant an option for his/her services for not more six additional years' engagement, provided that the following criteria are met:

- (a) where the number of years optioned is three (3) or less, the performer, at the time of granting the option, is entitled to receive a fee of not less than one hundred and fifty per cent (150%) of the applicable minimum fees; or,
- (b) where the number of years optioned exceeds three (3), the Performer, at the time of granting the option is entitled to receive a fee of not less than two hundred percent of the applicable minimum fees; and,
- (c) the contracted fee payable for each successive year optioned is at least one hundred and fifteen per cent (115%) of the previous year's contracted fee; and
- (d) the option for each successive year specifies the guaranteed engagement for each year of the option contract e.g. the number of days, weeks or episodes; and
- (e) the option provides the time limits within which the Producer may exercise each option, and the degree of exclusivity of the option i.e. whether the Performer must be available at certain times or whether the Producer has a first priority call on the Performer's services; and,
- (f) the option provides that either party may require a mediation meeting at the time the option is exercised. The meeting shall be convened between the Performer and the individual identified by the production entity as the Producer. The Performer and the Producer may mutually agree on a third party to act as mediator. Any cost of such third party mediation shall be borne by the party requesting mediation. The parties shall not be entitled to be represented or accompanied, except where the performer is a child, he/she may be accompanied by a parent or guardian. The parties shall be entitled to air any difficulties or problems they experience with regard to the performer's contract or the performer's role in the production, so they may cooperate in

resolving or clearing such difficulties or problems. Mediation meetings may not be requested more than once in year. Contracts may only be amended upon written consent of both parties.

Notwithstanding the foregoing, A3001 shall apply to the engagement of performers for the Production of a Pilot Program. Performer fees for such engagement shall be stepped up to one hundred and fifty per cent (150%) or two hundred per cent (200%) of minimum fees, whichever step-up is applicable, only if the option is exercised and the pilot is broadcast within the Series.

ARTICLE A9 - INDEMNITY

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

ARTICLE A10 - NO STRIKE AND UNFAIR DECLARATION

A1001 During the life of this Agreement, ACTRA undertakes to not call or direct a work stoppage against any Producer, except where the Producer has been declared unfair.

A1002 Any Producer violating or breaching any provision of this Agreement may be declared unfair by ACTRA upon ten (10) days' notice to the Producer concerned and to the Association to which the Producer belongs. In the event that the Producer is not a member of one of the Associations, then notice shall be served on all the Associations. The notice shall briefly state the facts of the case and the clause(s) which is (are) relevant to the declaration. Should the Producer, or the Producer's Association, give notice prior to the expiry of the ten (10) days' notice period, of an intention to refer the subject of the declaration to the Grievance Procedure, or should the Producer cure the grievance giving rise to the declaration, the declaration will be stayed, pending resolution of the grievance through the Grievance procedure or by the grievance's withdrawal, as the case may be.

A1003 Performers shall not be required to work for a Producer declared unfair by ACTRA.

ARTICLE A11 - GRIEVANCE PROCEDURES AND RESOLUTION

A1101 The parties agree that any party exercising its rights under the provisions of the Agreement does so without prejudice to its relations with the other parties.

A1102 Where a dispute arises out of, or in connection with, this Agreement, or any deal memorandum or contract between a Performer and a Producer, the dispute shall be resolved in accordance with the procedures set out in this Article.

A1103 A complaint of a minor nature may be settled at the time of its occurrence by the ACTRA Steward and the authorized representative of the Producer.

A1104 In the event that the complaint is not resolved in the manner described in A1103 above, either party to the complaint may initiate a grievance.

A1105 A grievance shall be considered initiated when the initiating party (the "Grievor") sets forth in writing the facts giving rise to the dispute, the relevant articles of the Agreement or the individual contract, and the remedy sought, and delivers the Grievance to the other party to the Grievance (the "Respondent") and to the organization to which the Respondent belongs. In all cases concerning a Performer, ACTRA will be considered the Grievor or the Respondent, as the case may be. The Association to which the Producer belongs shall be advised by the Grievor. When the producer is not a member of one of the Associations, the Grievor shall advise all of the Associations. The Grievor must deliver the Grievance within forty-eight (48) hours of the failure to resolve the complaint in a manner addressed in A1103 above.

A1106 ACTRA or the Associations, as the case may be, shall notify forthwith the other parties to this Agreement of the Grievance and provide each with a copy of the Grievance. A representative of ACTRA, a representative of the Associations, designated by the Associations, the Producer or its duly authorized representative, and the Performer or his/her representative shall meet within five (5) business days to attempt to settle the Grievance informally. The persons present at the Grievance Meeting shall have the authority to settle the Grievance. The settlement, if any, shall be noted in writing and signed by those attending the Grievance Meeting, each of whom shall receive a true copy of the terms of the settlement. A copy shall be sent to each of the Associations and to ACTRA. Such settlement shall be binding on all parties.

- A1107 Those present at the Grievance Meeting shall adduce all available and relevant facts, documents and evidence in order that the parties may have the clearest understanding of the issues. At the meeting there shall be a full and frank discussion of those issues in order to achieve a fair and workable settlement.
- A1108 In the event that attempts to settle the matter have not resulted in a satisfactory settlement of the Grievance, any party to the Grievance may, within seventy-two (72) hours following the Grievance Meeting, give written notice to the other parties attending the Grievance Meeting and to the Associations, referring the Grievance to the Joint Standing Committee.
- A1109 The Joint Standing Committee shall convene, at a time and place to be agreed by ACTRA and the Associations, within three (3) weeks of the receipt of the notice described in A1108 above.
- A1110 The Joint Standing Committee shall consist of a panel, not fewer than four (4) and not more than six (6) representatives of the Associations and ACTRA.
- A1111 The Association's representatives shall be directors, officers or permanent employees of Producers who are currently, or have been within the preceding twelve months, a signatory to this Agreement. No one appointed to the Joint Standing Committee shall have been involved in the Grievance prior to appointment to the Joint Standing Committee. The Associations shall advise ACTRA as to the number of representatives to be appointed to represent the Associations.
- A1112 At least seventy-two (72) hours prior to the Joint Standing Committee hearing, the parties to the Grievance shall present all documents, including all correspondence to which they intend to refer during the course of the meeting; moreover, they shall inform ACTRA and the Associations of any witnesses they intend to call.

- A1113 The Joint Standing Committee shall appoint a chairperson from among themselves. The Joint Standing Committee may establish its own procedures and guidelines for the hearing, including the recording of minutes or notes. The Joint Standing Committee shall be governed by the following principles:
- i) both parties shall have full opportunity to be heard;
 - ii) neither party shall be surprised by evidence or facts adduced before the Joint Standing Committee; and,
 - iii) the Joint Standing Committee may recognize industry practices where reasonable to do so under the circumstances.
- A1114 When the Joint Standing Committee is satisfied that it has heard fully from the parties to the Grievance, the Joint Standing Committee shall dismiss the parties in order to consider and render its decision.
- A1115 The Joint Standing Committee shall not have the authority to amend, modify, add to, or delete any provision of this Agreement or any part of the Agreement.
- A1116 All decisions of the Joint Standing Committee shall be in writing and shall be signed by the members of the Joint Standing Committee. A copy of the decision shall be sent to the parties to the Grievance, to ACTRA and to the Associations.
- A1117 A majority decision of the Joint Standing Committee shall be binding on all parties to the Grievance. If the Joint Standing Committee fails to reach a majority decision, either party to the Grievance may, within two (2) weeks of the date of the hearing, refer the matter to Arbitration, by giving notice to the other party to the Grievance, to ACTRA and to the Associations.
- A1118 Arbitration. Within two (2) weeks of the notice of intent to refer, as described in A1117 above, a time and place for Arbitration shall be agreed, taking into account the availability of the Arbitrator.
- A1119 The Arbitrator shall be such person upon whom the Associations and ACTRA agree.
- A1120 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.

- A1121 The cost, fees and expenses of the Arbitrator shall be shared equally by the Grievor and the Respondent.
- A1122 The decision of the Arbitrator shall be issued in writing to the parties to the dispute, and to the Associations and shall be final and binding on the parties.
- A1123 Any time limits prescribed herein may be extended by mutual agreement of the parties to the Grievance and the Associations.
- A1124 Notices required to be given or sent pursuant to this Agreement shall be mailed, postage pre-paid, delivered personally by courier, or sent by telex, telefax, or other means of near instantaneous communication, addressed as follows:

To ACTRA: ACTRA
2239 Yonge Street
Toronto, Ontario
FAX: (416) 489-1435
Attention: National Executive
Director - Performers

To the Associations: Association of Canadian Film and Television Producers
2040 Yonge Street
3rd Floor
Toronto, Ontario
FAX: (416) 481-3262
Attention: Executive Director

Canadian Film & Television Association
663 Yonge Street
Suite 401
Toronto, Ontario
FAX: (416) 922-4038
Attention: President

APFVQ
430 St. Helene
Bureau 201
Montreal, Quebec
FAX: (514) 843-8048
Attention: Executrice Generale

NFB
3155 Cote de Liesse
Montreal, Quebec
Attention: Chief of Staff
Relations

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

ARTICLE A12 - WORK DAY FOR PERFORMERS

- A1201 Work Day. Subject to A1601, the work day shall consist of eight (8) consecutive hours in any day exclusive of meal periods. The work day shall commence at the Performer's Call time or when the Performer commences make-up, whichever is earlier, and the work day does not end until the performer is out of make-up and costume.
- A1202 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.
- A1203 Night Shoots. The Performer must receive prior notice of scheduled night work (i.e. Call between 1900h and 0600h).

ARTICLE A13 - OVERTIME

- A1301 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.
- A1302 When a Performer is required to work on a Production for six (6) consecutive days, the performer shall be paid for the sixth (6th) day at one hundred and fifty percent (150%) of the Performer's contracted daily, hourly or overtime rate.

- A1303 When the exigencies of the production schedule demand extraordinary measures and require a Performer to work seven (7) consecutive days, the Performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly or overtime rate.
- A1304 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 A14 - REST PERIODS

- A1401 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.
- A1402 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.
- A1403 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 A15 - MEAL PERIODS

- A1501 Meal Period. Each performer shall be provided a meal period of one (1) hour not later than the completion of the first six (6) hours of work, calculated from the first call for the performer. When the performer's call is for make-up or wardrobe, the six (6) hour period of work shall commence from such call. In the event that the first meal break of the day is called at the completion of five (5) hours' work, there will be no requirement for a Substantial Snack to be served. If the meal break is called after six (6) hours a Substantial Snack shall be served. Meal periods shall not be considered as time worked and shall not be paid. Subsequent meal breaks will be called no less than five (5) hours after the resumption of work, except as modified in A1504.

31

If they go to the 6th hr. a Sub. Snack must be provided.

- A1502 Extended Meal Break. Where the exigencies of Production require, the unpaid meal break may be extended by one-half (1/2) hour, which in turn shall extend the work day. Where this provision is used, all Performers working on the Production must have their meal break extended by the same one-half (1/2) hour.
- A1503 Where the meal is not provided on the set, actual time spent in travelling to and from the restaurant or other eating establishment shall be considered work time.
- A1504 There shall be a meal period of one (1) hour after each four (4) hours of overtime worked.
- A1505 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. Completion of the shot shall not be considered a breach of this Article.
- A1506 It is understood that under certain circumstances, particularly on location, normal meal facilities may not be readily available. Should reasonable restaurant facilities not be available either by virtue of location or of scheduling, it shall be the Producer's responsibility to provide the meals at the Producer's expense on the set. It is understood that "snacks" (i.e. soft drinks and hot dogs, etc.) do not constitute a proper meal.

ARTICLE A16 - TIME FOR MAKE-UP, DRESSING, COSTUME FITTING

- A1601 Time for Make-up, Hairdressing, etc. When a Performer is required to report for make-up, hairdressing, wardrobe or fitting, immediately prior to the Performer's production Call, the following conditions shall apply; a maximum of one (1) hour at the performer's applicable straight time hourly rate, calculated in one-half (1/2) hour units, shall be payable and shall not be computed to create an overtime situation. Time in excess of one (1) hour shall be considered as part of the regular eight (8) hour day.

32

A1602 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 \$41.75 per hour (effective January 1, 1989: \$43.50; January 1, 1990: \$45.25) or the Performer's contracted hourly rate, whichever is greater, shall be made for all time spent on each occasion the Performer is so required to report. There shall be a minimum call of two (2) hours for such work. The payment is not required if such time is otherwise being credited and paid for at the applicable hourly rate. The Performer shall sign-in on a sign-in sheet, a copy of which will be sent to ACTRA.

A1603 Costume Call. Where a costume call is required for any group of Performers, such calls shall be staggered in order to avoid unnecessary waiting.

ARTICLE A17 - WARDROBE

A1701 Regular Wardrobe. Where the Producer requires the Performer to supply in excess of two (2) changes of clothing in any Production, the Performer shall be compensated at the rate of \$ 11.25 per change, per Production. The Producer may not specify wardrobe requirements as a condition of engagement.

A1702 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 covering the cost of such repairs and replacements.

A1703 Wardrobe Repairs. Facilities for repair of wardrobe used by Performers shall be provided by the Producer.

ARTICLE A18 - TRAVEL AND EXPENSES

A1801 ✓ Travel. Where the Performer's engagement requires travel to a Distant Location or to a Nearby Location beyond (forty (40) kilometers) 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 to incur by the Producer on scheduled carriers covering economy air, first class rail fare or such other transportation as bus, taxi or limousine.
- (ii) A kilometrage allowance of \$ 0.30 per kilometre if the Performer is required to use his/her own automobile.
- (iii) All rental or leasing costs where the Performer is required by the Producer to lease or rent a vehicle.
- (iv) All costs for taxi, limousine or other transportation by the Producer to use in order to get to and from the destination required by the engagement.
- (v) A per diem allowance of \$ 135.00 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	\$ 10.00
Lunch	\$ 15.00
Dinner	\$ 25.00
Accommodation	\$ 85.00

- (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) hours in any twenty-four (24) hour period.

- A1802 Advance Payment to Performers. The Producer shall advance to a Performer against expenses, the sum of \$135.00 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.
- A1803 Transportation Provided Under Certain Conditions. When the Producer requires a Performer to travel within a forty (40) kilometre radius, the Producer will be obliged to ensure that public or private transportation is available. If such public or private transportation is not available and subject to prior approval by the Producer, cost of taxi transportation from location to residence within that forty (40) kilometre radius shall be paid by the Producer. Transportation shall be provided by the Producer if travel by the quickest means of surface public transportation exceeds one (1) hour each way.
- A1804 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.
- A1805 When the Performer is to fly by regularly-scheduled carrier, and where flight insurance is available to the Performer, the Producer shall reimburse the Performer, upon presentation of a receipt, the cost of securing flight insurance with a death benefit of two hundred and fifty thousand dollars (\$ 250,000.00).

ARTICLE A19 - HOLDING CALLS

- A1901 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 A18 for the day of arrival and departure only. Performers held on overnight location during the normal one-day or two-day weekly rest period (also known as "production down days"), shall be compensated at the rate of twenty-five percent (25%) of of the performers daily contracted fee.
- A1902 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 A20 - CANCELLATIONS AND POSTPONEMENTS

- A2001 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.

A2002 Cancellation of a Single Production. If a single Production is cancelled for any reason other than that provided in A2001, 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.

A2003 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.

A2004 Cancellation of a Series Production. Conditions for cancellation of a Series shall be the same as a single Production except that notice of cancellation for a performer engaged for more than a single Episode but less than twenty-six (26) Episodes shall be not less than three (3) weeks and notice of cancellation to a performer engaged for twenty-six (26) or more Episodes in a Series shall be not less than four (4) weeks. Failure by the Producer to provide notice as stated above shall make the Producer liable for all time contracted in the three (3) and four (4) week notice period referred to in the preceding sentence. Except as provided elsewhere in this Agreement (see A805), a Performer may cancel out of a drama Series or drama Serial Production provided written notice of the Performer's intent to cancel is given to the Producer at least 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.

A2005 ✓ Cancellation of a Performer's Engagement. If the Producer cancels a Performer's booking or engagement on a Production which is subsequently produced, such Performer shall be paid in full the Performer's contracted fee(s), except where the cancellation occurred by reason of insubordination or misconduct of a serious nature.

Postponement

A2006 ✓ Change in Scheduled Days. If for any reason other than weather, the Producer changes a Performer's booking or engagement to another day, the following conditions apply:

- (i) If the notice of change is given to the Performer less than twenty-four (24) hours before the hour scheduled for work to commence, the Performer shall be paid in full the contracted fee for the original day.
- (ii) The Performer shall be paid fifty percent (50%) of the contracted fee for the original day if the notice of change is given to the Performer 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.

If such change in scheduled day conflicts with any other confirmed engagement, then the Performer shall be compensated in full for the engagement which the Performer is unable to fulfil. For the purpose of this clause, where the Call time of the Performer has not been specified, it shall be cetered 1000h, except when it has been designated as a night shoot, in which case the Call shall be considered to be 1900h.

A2007 Cancellation of Scheduled Days. If the Producer cancels a performer's scheduled day or days, the performer shall be paid in full the contracted fee for such cancelled day or days, except as modified by other provisions of A20.

A2008 No Weather-Permitting Calls in Studio. No weather-permitting calls shall be allowed for work in studio.

A2009 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.

A2010

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

- (a) if the cancelled day is not rescheduled, the Performer shall be paid one hundred percent (100%) of the Performer's contracted fee; or,
- (b) if the cancelled day is rescheduled for a day when the Performer is available, the Performer shall be paid an additional fifty percent (50%) of the contracted fee for such rescheduled day; or,
- (c) if the cancelled day is rescheduled for a day on which the Performer has a prior booking, the Producer shall:
 - (i) excuse the Performer so that the Performer may fulfil the previous commitment; or,
 - (ii) compensate the Performer to the extent of loss should the Performer be able to withdraw from the conflicting engagement.

A2011

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 A2009) or other reason beyond the control of the Performer. Certification of illness must be supplied if requested by the Producer. The Producer shall not withhold any of the Performer's fee pursuant to this Article, but may pay the disputed amount to ACTRA, in trust, pending the determination of the Joint Standing Committee of whether there has been a breach of the contract by the Performer. The Joint Standing Committee will meet within seven (7) days of a dispute arising under this Article.

ARTICLE A21 - WORKING ENVIRONMENT

A2101

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.

A2102

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.

A2103 Whenever fire, fog, smoke or other airborne special effects are used, the Producer will make best efforts to provide a room where Performers may breathe clean air when they are not required on the set.

A2104 Upon written request by the producer to the National Executive Director - Performers (or his/her) designate, the working provisions of this Agreement may be waived where it is established that it is physically impossible to comply or that the burden involved in compliance is unreasonable. The rates and fees paid to a Performer shall not be waived or changed by any waiver.

ARTICLE A22 - UPGRADING

✓ A2201 When a Performer is upgraded in category during the course of production, (except as provided in C405, i.e. Extras upgraded in an Extra category), the Performer shall receive payment in accordance with fees and rates for the higher category of performance for the entire period of the engagement in the same Program or Episode. When an Extra by virtue of an individual characterization or the addition of dialogue is upgraded to Principal Actor or Actor, the Performer shall be contracted and receive payment in accordance with the fees and rates for the higher category which shall be retroactive for all days during which the Performer was engaged to portray such role or individual characterization. The aforementioned upgrading of an Extra need not apply retroactively provided that the Extra so upgraded has not been previously identified with such role or individual characterization.

ARTICLE A23 - DOUBLING

A2301 Performers Doubling. Performers (on- or off-camera), except Extras, who are engaged to perform in more than one category or role shall receive an additional payment of fifty percent (50%) of the day's total Net Fee for each day on which the additional category is scheduled and/or performed. The foregoing may not apply in the case of live pick-up of stage productions under the jurisdiction of Canadian Actors Equity Association (see A3201).

A2302 Incidental Doubling. An Actor may do such minor singing or dancing as an integral part of a dramatic role without additional compensation. A Singer may speak lines or dance a few steps which are incidental to his/her role, or a Dancer may speak lines or do such minor singing which is incidental to his/her role without additional compensation.

A2303 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 A24 - OTHER DUTIES

A2401 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.

A2402 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 \$ 124.25 for each engagement. The above fees shall include two (2) hours included work time for each occasion. Any work time in excess of two (2) hours per occasion shall be paid at the hourly rate of a Principal Actor.

A2403 Choreographer. When an ACTRA member is engaged as a Choreographer, the person so engaged will be compensated at not less than the rate of the Principal Actor weekly fee for all time spent on the engagement.

A2404 Vocal or Dialogue Coach. When an ACTRA member is engaged as a Vocal or Dialogue Coach, the person so engaged will be paid at the rate of one and one-half (1 1/2) times the solo Singer fee for all time spent on the engagement.

A2405 Billboards and Series Theme Music.

Minimum Guarantee for each Thirteen (13) Uses - (Four (4) Hours Included Work Time)

Category

	1988	1989	1990
On-Camera Performer	\$310.50	\$323.00	\$335.00
Off-Camera Performer and Group Singers	\$155.50	\$161.75	\$168.25

A2406 Public Service Announcements.

Category	Fee			Included Work Time
	1988	1989	1990	
On-Camera Performer	\$332.75	\$346.00	\$359.75	8 hours
Off-Camera Performer	\$233.25	\$242.50	\$252.25	1 hour
Hourly rate in excess of included work time up to and including 8th hour on any one day	\$ 41.75	\$ 43.50	\$ 45.25	

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.

A2407 Interstitial - Rates. \$157.25 per ten (10) minutes of finished recording - one (1) hour of included work time. \$ 41.75 per hour additional work time.

Effective January 1, 1989: \$163.50 per ten (10) minutes of finished recording - one (1) hour of included work time. \$ 43.50 per hour additional work time.

Effective January 1, 1990: \$170.00 per ten (10) minutes of finished recording - one (1) hour of included work time. \$ 45.25 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.

A2408 Preproduction Rehearsal. Prior to the commencement of Production, Performers may be called for Rehearsal. Subject to the agreement of the Performers concerned, there may be temporary preservation of performance. Use of such preserved performance is prohibited and the recording shall be discarded when it has served its assessment purpose. Performers shall be compensated for time spent in Rehearsal at the Performer's contracted hourly rate with a minimum four (4) hour call.

A2409 Reading Session. The Performer shall be compensated for time spent in a Reading Session at the Performer,s contracted hourly rate with a minimum call of four (4) hours.

ARTICLE A25 - NUDE SCENES

A2501 Where the requirements of a role involves nudity, the following conditions apply:

(1) Auditions.

(a) Performers shall be advised in advance of Auditions if nudity or simulated sexual activity is a requirement of the script.

(b) No Performer shall be required to appear nude or semi-nude until after s/he has been auditioned as a Performer (i.e. as an Actor, Singer, Dancer, etc.) and in any case shall not be required to disrobe in whole or in part at the first Audition.

(c) In the event that nude or semi-nude Auditions are to be held, the Producer must advise 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 forty-eight (48) hour provision may be waived but all other conditions of A25 apply.

(b) Performers may refuse to do anything not specified in his/her contract without liability or forfeiture of any portion of the contracted fee.

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

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

A2502 Rehearsal and Performance.

- (a) With the exception of the final rehearsal for camera and lighting, there will be no rehearsing in the nude or semi-nude.
- (b) During the rehearsal as in (a) above, and during the shooting of nude or semi-nude scenes, the set will be closed to all persons (and observation by means of a monitor prohibited), except for those having a direct and proven professional need to be present.
- (c) Except for continuity purposes, still photos, polaroids, etc. of nude or semi-nude scenes will be taken only if the Performer gives prior written consent, said consent to specify the nature of the photo and the planned use of said photo. Unused stills, polaroids, etc. and negatives of such scenes will either be turned over to the Performer concerned or otherwise accounted for to the Performer's satisfaction.
- (d) Clips or stills of nude or semi-nude scenes shall not be used in promotion, publicity, trailers or in the case of television in recaps of previous Episodes without the written consent of the Performer.
- (e) Doubling of a Performer (who did not originally perform in the nude in the Production) to create a nude or semi-nude scene in a Program shall not be done without the written consent of the Performer originally contracted for the role. A complete description of the scene to be doubled will be submitted to the originally contracted Performer at the time of his/her consent to the use of a double is sought. Doubling of a Performer is permitted where a Performer was contracted and performed in a nude or semi-nude scene in the Production and has given general consent, provided that the use of such double is limited to the general outline of the original nude scene.
- (f) With the consent of fellow Performers, and with the consent of the director, the Performer may have his/her personal representative on the set.

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

ARTICLE A26 - RISK PERFORMANCE

A2601 ✓ Performers shall not as a rule be required to undertake risk performances. Whenever possible, Producers shall engage qualified Stunt Performers to undertake such work.

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

- (i) negotiate an additional fee which shall not be less than the fee for a Stunt Performer; or
- (ii) refuse to perform the risk or dangerous performance but such Performers shall be paid fully for the engagement.

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

ARTICLE A27 - STUNT PERFORMANCE

A2701 Consultation. There shall be a consultation fee of \$94.50 (effective January 1, 1989: \$98.25; effective January 1, 1990: \$102.25) for which a Stunt Performer may be available for up to four (4) hours; with additional hours thereto to a maximum of eight (8) hours payable at the Principal Actor's hourly rate when called by the Producer to discuss the feasibility and/or planning and/or engineering of a stunt. The foregoing fee will not be payable on days when such a Stunt Performer is engaged to perform such stunt.

A2702 Performance and Fee. Upon the actual engagement of a Stunt Performer to perform a stunt, the minimum fee shall be that of the Principal Actor plus any additional amount (stunt fee) which may be negotiated between the Stunt Performer and the Producer in relation to the difficulties, danger and other pertinent details regarding the stunt to be performed.

A2703 The contracted fee in A2702 shall be exclusive of any performance in a residual category provided by a Stunt Performer as an Actor, Singer, Dancer, etc. If the Stunt Performer, in performing the stunt, is only doubling photographically for another Performer, the contracted fee in A2702 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.

A2704 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.

A2705 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.

A2706 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 A2701.

A2707 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.

A2708 Protection of All Performers.

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

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

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

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

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

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

A2709 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 A28 - CHILDREN

A2801 Application. The parties acknowledge that a breach or violation of the provisions of this section may result in harm to a child and therefore the parties to this agreement undertake to act expeditiously when a violation is alleged to have occurred. In this regard ACTRA and the Associations may agree the circumstances are such that any time periods or steps established pursuant to the grievance procedure be abridged, in order that the dispute be resolved or a breach or default be cured as soon as possible. The Joint Standing Committee shall be entitled to award damages to an aggrieved party for breach of the provisions of this section where the Committee feels such damages are warranted. This section applies to the engagement of children under sixteen (16) years of age.

A2802 For the purposes of this section, "parent" shall include a child's legal custodian.

A2803 Conditions of Engagement. The Producer shall advise the child's parent(s) at the time of engagement of the complete terms and conditions of the employment, including, but not limited to, studio, location, estimated hours, hazardous work and special abilities required. The Producer shall furnish the parents with a script, plus all revisions, prior to shooting.

✓ A2804 The parent shall familiarize him or herself with the requirements of the role as described in the script or otherwise disclosed to the parent and shall complete and deliver to the Producer a copy of the form in Appendix "I" to this Agreement after a Booking by the Producer but prior to the delivery of a contract to the parent. In the case of children engaged in the Extra categories, the Parent shall complete and deliver to the Producer a copy of Appendix "I", prior to the commencement of work.

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

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

✓ A2805 Work Day. The work day shall not exceed eight (8) consecutive hours per day excluding meal periods. For children under 12 years of age, overtime is forbidden. For children aged 12-15, a maximum of two hours of overtime shall be permitted. For children 12-15 there shall be a rest period of not less than twelve hours between the end of one work day and the beginning of the next work day. For children under the age of twelve, there shall be a rest period of not less than twelve hours between the time the child arrives at his/her home (or place of accommodation, while at a Distant Location) and the time that the child leaves for the set for the next Call. When the Producer is required to provide transportation, best efforts shall be made for children to leave the set within thirty minutes of the end of the child's working day.

A2806 The minimum call for a child performer under the age of twelve shall be four hours. The minimum fee for such four hour call shall be one-half the minimum daily fees provided in B101. Where the call extends beyond four hours, the call shall automatically revert to an eight hour call.

A2807 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)

A2808 Presence of Parent or Guardian. A parent of a child under six years of age must be present at all times when a child is on the set and must accompany the child to and from the set or location.

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

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

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

✓ A2809 Dangerous Work. No child shall be required to work in a situation that places the child in clear and present danger to life or limb, or if the child or parent believes the child is in such a situation.

A2810 Tutoring. Where any child who normally attends school is required to work during school time, unless the Producer undertakes to do so, the parent shall consult the child's school principal or regular teacher prior to commencement of work. The Producer shall institute the measures for tutoring that the child's principal or teacher propose. The cost of the tutor will be borne by the Producer.

✓ A2811 Children's Coordinator. When children are engaged, one individual on each set or location will be designated by the Producer to coordinate all matters relating to the welfare and comfort of such children, and the children's parents will be notified of the name of such individual. On any set on which six (6) or more children are engaged, the individual designated as coordinator shall have as their primary responsibility the welfare and comfort of the children.

A2812 Time of Calls. Calls for Auditions, interviews and individual voice and photographic tests, fittings, wardrobe tests, make-up tests and photographic conferences for children shall be after school hours. Calls for actual production shall not be so limited. However, children shall not be required to work beyond 2300h without the consent of the parent.

✓ A2813 Food. The Producer recognizes the special nutritional requirements of children. To that end, the Producer shall provide child performers with a selection of milk, juices and healthy snacks.

ARTICLE A29 - TALENT AUDITIONS, INTERVIEWS AND INDIVIDUAL TESTS

- A2901 Screen and/or voice tests are those try-out periods wherein a Performer or a Specialty Act, or group of Performers are tested for ability, talent, physical attributes and/or suitability for inclusion in a Production. Performers shall sign-in on a sign-in sheet provided at the place of audition, a copy of the sign-in sheet will be given to ACTRA after the completion of the auditions. Performers shall not be required to learn special material or spoken lines or special business. No fees are required for the auditioning of a Performer. It is the intention of this clause to afford the opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than one (1) hour before the commencement of an Audition/interview shall be compensated for all excess time over the hour at the rate of \$21.50 per hour (effective January 1, 1989: \$22.25; January 1, 1990: \$23.25) or part thereof.
- A2902 Audition Recall. Where a Performer is required to attend a third (3rd) or subsequent Audition, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than \$ 27.75 for each hour (effective January 1, 1989: \$28.75; January 1, 1990: \$30.00) or part thereof.
- A2903 Notwithstanding A2901, a Performer engaged to take part in another Performer's test shall be paid at the rate of \$ 15.00 per hour (effective January 1, 1989: \$15.50; January 1, 1990: \$16.00) or a minimum payment of \$72.50 (effective January 1, 1989: \$75.50; January 1, 1990: \$78.50) whichever is greater.
- A2904 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.
- A2905 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.
- ✓ A2906 The Producer shall endeavour to provide either transportation or an escort to the nearest public transportation when a Performer completes an Audition or Call during non-daylight hours.

ARTICLE A30 - PILOT PROGRAM

- A3001 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 A31 - RETAKES, ADDED SCENES AND AUDIO RECALL

- A3101 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.
- A3102 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.
- A3103 ACTRA must be notified of any proposed work under this Article .If the Security for Payment has been returned to the Producer, a new Security for Payment may be required upon recall. ACTRA shall receive work reports concerning such work. Performers shall be contracted and paid the following fees when recalled to work:
- (a) On-Camera Work. The original pro-rata contract rate for such day of work.

- (b) Post-Synchronization (On-Camera Performer). The on-camera Performer required to provide off-camera work (post-synchronize such Performer's on-camera performance) following the completion of the schedule of work shall be paid the original on-camera pro-rata contracted hourly rate for a minimum payment of 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 less. There shall be no unpaid meal period in a four (4) hour call.

ARTICLE A32 - PICK-UP PERFORMANCE

- A3201 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 A23 in the case of the pick-up of a live dramatic presentation in which actors are required to play multiple roles.
- A3202 Insert Fees. Where the pick-up of a performance or rehearsal is for the purpose of producing an insert in a Program of longer length (such as a promotional or publicity program) and no extra rehearsal or additional

work is required by the Performer, the Producer may apply to the National Executive Director of the Performers Guild of ACTRA for fees and rates, including use fees, for such inserts. Such fees shall be based upon the fees provided in this Agreement.

- A3203 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 A33 - PUBLICITY STILLS, TRAILERS AND PROMOS

- A3301 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.
- A3302 Program Excerpt. An excerpt of not more than two (2) minutes in length, may be used as a trailer or promo, including use in an awards program for the promotion of a Program or Programs within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips also may be used within a Series from which the footage was taken for recaps, previews or teasers without additional payment.
- A3303 If the Producer desires the services of a Performer in making publicity stills, promos or trailers, the Performer shall be paid a fee not less than \$ 167.00 (effective January 1, 1989: \$173.75; January 1, 1990: \$180.75) with four (4) hours included work time, such fee to include thirteen weeks of use.
- A3304 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 A34 - EXCERPTS

- A3401 The Producer may take excerpts (other than recaps, previews and teasers) from a Program in which a Performer has participated for use in another Program or Interstitial upon payment to the Performers (except Extras) in the excerpt of a fee not less than the contracted daily fee of those Performers applicable in the same category of performance as the original Program. All other terms and conditions of this Agreement shall apply to the new Program as if the Performer had actually participated. In the case of a Performer required to participate in new work for the Program, a second contract of engagement shall be issued.
- A3402 If flashbacks (other than recaps, previews and teasers) are used in an episode in which a Performer does not otherwise appear, the Performer shall be paid not less than his/her contracted daily fee for the program from which the flashback footage was taken. All other terms and conditions of this Agreement shall apply as if the Performer had actually participated.
- A3403 Opening montages. When a Performer (other than an Extra) appears in an opening montage and in fifty per cent (50%) or more of the Episodes in the Series cycle, he/she shall receive no additional payment for such use. If a Performer appears in an opening montage and in less than fifty per cent (50%) of the Episodes in the Series cycle, he/she shall be paid a use fee equal to five per cent (5%) of his/her contracted daily fee for each Episode in which the opening montage is used in which he/she does not otherwise appear.

ARTICLE A35 - DUBBING AND DOUBLING

- A3501 The Producer agrees that he/she will not, without the Performer's consent, "dub" or use a double in lieu of the Performer, except under the following circumstances:
- a) when necessary to meet expeditiously the requirements of the exhibition;
 - b) when necessary to meet expeditiously censorship requirements, domestic or foreign;
 - c) when, in the opinion of the Producer, the failure to use a double for the performance of hazardous acts might result in physical injury to the Performer;

d) when the Performer is not available, or when the exigencies of the Production render such impracticable; and/or

e) when the Performer fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music, or other similar services requiring special talent or ability other than that possessed by the Performer.

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

ARTICLE A36 - CREDITS

- A3601 In its distribution or licencing agreements with exhibitors, distributors, broadcasters, or similar licensees, the Producer shall include a provision prohibiting the licensee from deviating from the contracted performer credits. In the case of an inadvertent breach, the breach shall be cured prospectively.
- A3602 In Documentary or Industrial programs, if any craft credits are given, credits to Performers as provided in this Article shall apply.
- A3603 The Producer will use its best efforts to place at the end of each theatrical film and tv movie, a cast of characters naming the performers and the roles played.
- A3604 All credits will be in a readily-readable colour, size and speed, subject only to the requirements of the broadcaster.

- A3605 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.

A3606 The Producer shall use best efforts to include the ACTRA logo on the credit or cast roll. ACTRA shall provide the "bug" to facilitate same.

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 A3701, the Producer shall pay to the Performer a late payment charge of twenty-four percent (24%) per annum, payable monthly, of the total outstanding gross fees, for each thirty (30) day period or part thereof, beginning with the first day following the fifteenth (15th) day. This provision shall not apply in the following circumstances:
- (a) Where the Producer has filed with 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 three percent (3%) 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 nine percent (9%) 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. 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.
- A3805 With respect to Performers whose gross fees (inclusive of Use fees) from a contract of engagement exceed \$100,000.00 (Canadian), the maximum contributions pursuant to Article A38 shall be:
- (a) \$ 3,000.00 (Canadian) pursuant to Article A3801
 - (b) \$ 6,000.00 (Canadian) pursuant to Article A3802;
 - (c) \$ 3,000.00 (Canadian) pursuant to Article A3803.
- For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.

A3806 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" - Declaration of Parent in the Engagement of Children
- Appendix "J" - Chaperon Form & Emergency Medical Authorization Form
- Appendix "K" - Side Letter on Canadian Productions

SECTION B

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

ARTICLE A40 - DURATION

A4001 This Agreement will go into force on October 17, 1988 and remain in force until December 31, 1990.

A4002 Either party desiring to renegotiate shall give notice to the other party prior to September 30, 1990. Notwithstanding the foregoing, the duly constituted representatives of ACTRA and the Associations shall meet on or before November 30, 1990.

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

ARTICLE B1 - MINIMUM FEES

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

Category of Engagement	Daily Fee	Hourly Rate	Overtime Rate	Weekly Rate	Included Work Hours
(a) Principal Actor, Announcer, Cartoonist, Dancer (solo or duo), Host, Narrator, Commentator, Puppeteer, Singer (solo or duo), Specialty Act, Sportscaster, Stunt Performer, Panelist	\$332.75	\$41.75	\$62.50	\$1331.00	8 hours
(b) Singers or Dancers in groups of up to four (4)	\$249.25	\$31.25	\$47.00	\$ 997.25	8 hours
(c) Actor, Model, Singers or Dancers in groups in excess of four (4)	\$224.50	\$28.00	\$42.25	\$ 897.75	8 hours
(d) Variety Principal	\$499.50	\$63.25	\$93.50	\$1997.75	8 hours
(e) Chorus Performer	\$336.50	\$42.00	\$62.75	\$1346.00	8 hours

ARTICLE B1 - MINIMUM FEES (effective January 1, 1989)

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

Category of Engagement	Daily Fee	Hourly Rate	Overtime Rate	Weekly Rate	Included Work Hours
(a) Principal Actor, Announcer, Cartoonist, Dancer (solo or duo), Host, Narrator, Commentator, Puppeteer, Singer (solo or duo), Specialty Act, Sportscaster, Stunt Performer, Panelist	\$346.00	\$43.50	\$65.25	\$1384.00	8 hours
(b) Singers or Dancers in groups of up to four (4)	\$259.25	\$32.50	\$48.75	\$1037.00	8 hours
(c) Actor, Model, Singers or Dancers in groups in excess of four (4)	\$233.50	\$29.00	\$43.50	\$934.00	8 hours
(d) Variety Principal	\$519.50	\$65.75	\$98.25	\$2078.00	8 hours
(e) Chorus Performer	\$350.00	\$43.75	\$65.75	\$1400.00	8 hours

ARTICLE B1 - MINIMUM FEES (effective January 1,1990)

B101	<u>Minimum Daily Fees for On-Camera Performers (Per Performer/Per Program) (Except Extras)</u>					
	<u>Category of Engagement</u>	<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Weekly Rate</u>	<u>Included Work Hours</u>
(a)	Principal Actor, Announcer, Cartoonist, Dancer (solo or duo), Host, Narrator, Commentator, Puppeteer, Singer (solo or duo), Specialty Act, Sportscaster, Stunt Performer, Panelist	\$359.75	\$45.25	\$68.00	\$1439.00	8 hours
(b)	Singers or Dancers in groups of up to four (4)	\$269.50	\$33.75	\$50.75	\$1078.00	8hours
(c)	Actor, Model, Singers or Dancers in groups in excess of four (4)	\$242.75	\$30.25	\$45.50	\$971.00	8hours
(d)	Variety Principal	\$540.25	\$68.50	\$102.25	\$2161.00	8hours
(e)	Chorus Performer	\$350.00	\$43.75	\$65.75	\$1400.00	8hours

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

B103	<u>Minimum Fees for Off-Camera Performers and Lip Synchronization in Programs (Per Program).</u>				
	<u>Category of Engagement</u>	<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Included Work Time</u>
	Principal Actor	\$233.25	\$41.75	\$62.50	4 hours
	Actor	\$157.25	\$28.00	\$42.25	4 hours
	Effective January 1, 1989				
	Principal Actor	\$242.50	\$43.50	\$65.25	4 hours
	Actor	\$163.50	\$29.00	\$43.50	4 hours
	Effective January 1, 1990				
	Principal Actor	\$252.25	\$45.25	\$68.00	4 hours
	Actor	\$170.00	\$30.25	\$45.50	4 hours

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

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

B104

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

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

(a) Fees:

First (1st) segment (one (1) hour included work time)	\$155.50 per performer
Second (2nd) segment (one (1) hour included work time)	\$126.50 per performer
Third (3rd) segment (one (1) hour included work time)	\$ 62.75 per performer
Fourth (4th) and subsequent segments (one (1) hour included work time)	\$ 43.50 per performer

Effective January 1, 1989

First (1st) segment (one (1) hour included work time)	\$161.75 per performer
Second (2nd) segment (one (1) hour included work time)	\$131.50 per performer
Third (3rd) segment (one (1) hour included work time)	\$ 65.25 per performer
Fourth (4th) and subsequent segments (one (1) hour included work time per segment)	\$ 45.25 per performer

Effective January 1, 1990

First (1st) segment (one (1) hour included work time)	\$168.25 per performer
Second (2nd) segment (one (1) hour included work time)	\$136.75 per performer

Third (3rd) segment
(one (1) hour included
work time) \$ 67.75 per performer

Fourth (4th) and
subsequent segments
(one (1) hour included
work time per segment) \$ 47.00 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 \$ 41.75 per hour (effective January 1, 1989: \$43.50; January 1, 1990: \$45.25) per performer.

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

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: \$ 155.50 (effective January 1, 1989: \$161.75; January 1, 1990: \$168.25) per Performer per Program - 1 hour included work time.

(b) Additional work time: \$ 41.75 per hour (effective January 1, 1989: \$43.50; January 1, 1990: \$45.25) 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 for Off-camera performance Where an Off-Camera Performer is guaranteed a minimum of thirteen (13) or more Episodes in (a) a "live-action" Series to be produced within a period of six (6) months (for each thirteen (13) Programs), the daily work fee payable may be discounted by thirty-five percent (35%) in recognition of this guarantee. Weekly fees shall not be adjusted. (b) Animated Series to be produced within six (6) months, (for each thirteen episodes) and where the Performer's contracted obligations are met within no more than two (2) eight (8) hour sessions, the minimum fees payable may be discounted by thirty-five percent (35%).
- B204 No Pyramiding. Whenever one of the above rates are applied, there shall not be a pyramiding of such rates. Only one of the above rates may be applied to any engagement of a Performer.
- B205 Adjustment if Work Cancelled. If any adjusted rate has been applied to a Performer's fee in accordance with the provisions provided herein and work is cancelled which causes a failure to meet the requirements of weekly, multiple Program or Series rates provisions, the Performer concerned shall be paid the contracted daily fee for the days of work for which the Performer is contracted.

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

Section 1 - Declared Use.

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

- (a) Theatrical: Worldwide Theatrical use for period of copyright of the Program.
 - (b) Free Television: One Domestic Run in Canada.
 - (c) Pay-Television: One (1) year use in Canada.
 - (d) Cable TV: Five (5) years use in Canada
 - (e) Video: Two (2) years use in Canada
- (Each of the above includes world wide Non-Theatrical Use)

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

Section 2 - Additional Use.

- B302 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 assumption, 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 an assumption 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.

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

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

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

- (b) Free Television.

- (i) Use in Canada:

- (a) Each Domestic Run 30%
- (b) Each use on a single television station:
 - Toronto/Hamilton 20%
 - Each other station 10%

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

- (ii) Use in the United States.

	<u>Network</u>	<u>Syndicated</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 three (3) months in Canada 10% or 25% for twelve (12) months use in Canada;

- (ii) Use in the U.S.:

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

- (d) Cable TV.

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

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

- (e) Video.

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

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

B304

Prepayment Options.

- (a) The Producer may acquire unrestricted Use rights specified below for a period of five (5) consecutive years (from the date of first release in the medium for which prepayment has been made) in the applicable markets. The Producer shall declare and specify the 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. Except as amended by B304(c), if the Declared Use pursuant to B301 is Theatrical, the following percentages of Net Fees would be payable to Performers except as amended by B304 (c).

THEATRICAL PRODUCTIONS

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

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

Television and Other Productions.

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

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

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

- (b) Extension of Prepayment Periods. As an alternative to the "Royalty Payment" provisions prescribed in 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 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 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 B304.

B305

Royalty Payment.

Royalty Formula 1

- (a) For any Use of a Program in any medium:
- (i) after prepayment for a minimum of forty percent (40%) in conformity with B304; or,
 - (ii) after the expiry of the five (5) year period of Use for which the performer has received prepayment in conformity with B304 may be paid in accordance with the royalty formula provided below.
- (b) When the Producer sells or licences a Program, the Producer shall pay to the Performers concerned a royalty of six percent (6%) of the Producer's Receipts, except that monies accruing as Producers' Receipts for Uses of the Program within the five (5) year period of prepaid use (if paid) shall not entitle the Performer to receive royalty payments on such monies.

Royalty Formula 2.

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

Producers' Receipts shall mean a sum of money calculated as follows, namely: the sum of all monies derived from the exploitation of the Program, less reasonable and verified fees and expenses deducted by the distributor in respect of the 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 Domestic Run.
- (b) Step-up for Both Uses. Upon payment of ten percent (10%) of the total Net Fees paid to the Performers, the Producer shall be entitled to rights in both areas outlined in (a). Performers (except Narrators and Commentators) participating on- or off-camera in a Documentary Program shall be paid re-use fees based on B3.

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

B402 Industrial Programs.

- (a) Distribution Rights. Upon payment of the minimum fees provided in this Agreement, the Producer is entitled to unrestricted Theatrical and Non-Theatrical release rights excluding television.
- (b) Step-up for Television Use. Upon payment of ten percent (10%) of the total Net Fees paid to Performers, the Producer is entitled to one Domestic Run.
- (c) Buy-Out Rights. Upon payment to the performer of not less than fifty percent (50%) of the Performer's total Net Fees, the Producer is entitled to unlimited Use of the Program in all countries in perpetuity.

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

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

B501 Re-Uses on Canadian Television - Educational Programmes. The Producer shall pay to the Performer the following percentages of the total Net Fees for each Domestic Run on television:

First re-use	5%
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) Stand-in	\$100.00	\$12.00	\$18.00	\$450.00	8 hours
(b) Photo-double	\$ 75.00	\$12.00	\$18.00	N/A	6 hours
(c) Special-skill	\$100.00	\$16.50	\$24.75	N/A	6 hours
(d) Extra	\$ 75.00	\$12.00	\$18.00	N/A	6 hours

Effective January 1, 1989

Category of Engagement	Daily Fee	Hourly Rate	Overtime Rate	Weekly Rate	Included Work Hours
(a) Stand-in	\$104.00	\$12.75	\$19.25	\$468.00	8 hours
(b) Photo-double	\$ 78.00	\$12.75	\$19.25	N/A	6 hours
(c) Special-skill	\$104.00	\$17.25	\$26.00	N/A	6 hours
(d) Extra	\$ 78.00	\$12.75	\$19.25	N/A	6 hours

Effective January 1, 1990

Category of Engagement	Daily Fee	Hourly Rate	Overtime Rate	Weekly Rate	Included Work Hours
(a) Stand-in	\$108.25	\$13.25	\$20.00	\$487.25	8 hours
(b) Photo-double	\$ 81.00	\$13.25	\$20.00	N/A	6 hours
(c) Special-skill	\$108.25	\$18.00	\$27.00	N/A	6 hours
(d) Extra	\$ 81.00	\$13.25	\$20.00	N/A	6 hours

C102 Minimum Daily Fees for Non-Qualified Extras in Programs.
For those Extras who are engaged pursuant to 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 Except where the provisions of Section A specifically provides otherwise, the general provisions of Section A shall apply to Extras.

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 word of line of dialogue;
- (iii) not required to perform as in C201(b);
- (iv) engaged to perform, either alone or as a member of a team or group, special silent businesses requiring a level of proficiency or other physical skill within the competence of the average person, even if required to perform in dress clothes or costumes.

(b) Photographic double means a Performer doubling photographically for a member of the cast during on-camera long shots and other scenes in which the photographic double is not recognizable.

(c) Stand-in means a Performer engaged to replace physically another performer during a set-up period.

(d) Special Skill Extra means an Extra engaged to perform, either alone or as a member of a team or group, special silent businesses with a level of physical proficiency or other physical skills superior to that of the average person, provided that such level of proficiency or other physical skills shall be deemed to exclude stunt work as provided for in A27. Examples of such special silent businesses are:

- (i) waterskiing, diving, skin or scuba diving;
- (ii) driving a marine vessel or a commercial motor vehicle, or any motor vehicle requiring a chauffeur's license;
- (iii) any sport such as, but not limited to, baseball, football, skiing, hockey, soccer, and horseback riding.

- (e) 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.
- (f) 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) kilometres 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) kilometres 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) kilometres 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 \$ 7.50 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) kilometres of the ACTRA offices in Toronto and Vancouver shall be permitted to work upon payment of a work permit fee of \$ 12.50 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 for more than one day pursuant to C5. (*non-qualified extras*)
 (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) kilometres 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. 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.) \$25.50 m.w.

✓ C404

Minimum Call. The minimum call for Extras and Special Skill Extras and Photographic Doubles is six (6) hours. For Stand-ins the minimum call is eight (8) hours. There may be one (1) unpaid meal break during the six (6) hour call, such break to occur not earlier than one (1) hour following the commencement of work. The seventh (7th) and eighth (8th) hours shall be payable at the applicable straight hourly rate. Work in excess of eight (8) hours shall be payable at the appropriate overtime rate.

- ✓ C405 Working in Higher Category. If any Extra is upgraded to Special Skill Extra in the course of a work day, then the higher rates shall prevail for that entire work day. If the Extra is called back for the next day and the Producer intends that s/he shall revert back to the original rate of engagement, the Extra shall be notified at the time of the callback.
- ✓ C406 Any adjustment to a higher category and rate shall be noted on the extra voucher, at the time, and initialled by the Producer or designated representative.
- ✓ C407 Wardrobe. When an Extra is required to provide more than one (1) change of clothing in the same session the Extra shall be compensated at the rate of five dollars (\$5.00) per change.
- ✓ C408 When an Extra is required to provide an automobile or other form of vehicular transportation for the use on camera by the Production, the Extra shall receive additional compensation of not less than twenty-five dollars (\$25.00) per day.

ARTICLE C5 - NON-QUALIFIED EXTRAS

- ✓ C501 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 \$ 79.25
- (2) For each of the next two (2) hours of work or any part thereof \$ 40.25
- (3) For each of the fourth (4th), fifth (5th) and sixth (6th) hours of work calculated in half (1/2) hour units of work \$ 40.25
- (4) For the seventh (7th) and each subsequent hours or work calculated in one-quarter (1/4) hour units of work \$ 71.25

OR

(c) Per Line Fee. \$ 2.40

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.

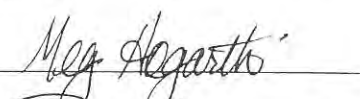
In witness whereof the parties have caused this Agreement to be executed this 3rd day of March, 1989.

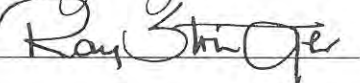
ASSOCIATION OF CANADIAN FILM AND TELEVISION PRODUCERS (ACFTP)



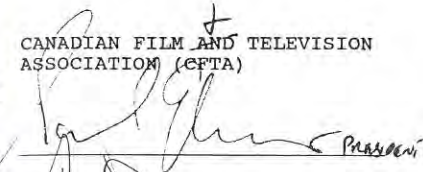



ALLIANCE OF CANADIAN CINEMA, TELEVISION AND RADIO ARTISTS (ACTRA)



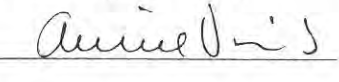



CANADIAN FILM AND TELEVISION ASSOCIATION (CFTA)

ca: 




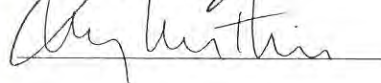
ASSOCIATION DES PRODUCTEURS DE FILMS ET DE VIDEO DU QUEBEC (APFVQ)





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.

APPENDIX "B"

Company Name/Producer _____

Address _____

Telephone _____

"Date: _____"

_____ (Insert name of producer and company) hereby acknowledges receipt of the National Agreement dated October 17, 1988 to December 31, 1990 covering Performers in Independent Production and the National Agreement dated October 17, 1988 to December 31, 1990 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), the National Film Board of Canada (NFB) and the Association des Producteurs de Film et de Video du Quebec (APFVQ) 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. _____

APFVQ ___ Membership No. _____

Neither ___

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

(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: _____"



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

APPENDIX "C"

Production Company _____ Telephone No. _____
With Offices at _____ Title _____
Represented by _____ (name) _____ to provide the
contracts with _____ (performing company, if applicable) _____ whose address is
services of _____ 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 PRODUCTION

(Indicate Declared Use - check one only. See clause B301).
 Theatrical Pay Television Cable TV
 Free Television Video Non-Theatrical
 Other _____
Length of production _____ min. If series, total no. of epslodes _____ No. of epslodes guaranteed to performer _____
Episode no.: _____

NATURE OF ENGAGEMENT

Role _____ Performance category _____
Date(s) of engagement (specify day, month, year) _____
Fees: Daily _____ Weekly _____
Hourly rate _____ Overtime rate _____
Scale adjustment _____ % based on _____ Living expenses \$ _____ per diem
Location _____
Transportation _____
Travel time \$ _____ per hr. Mileage allowance _____ per km.
Other transportation expenses _____
Credit / Billing _____
Other contractual obligations _____
There is 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 B101)
indicated above, the Producer hereby purchases, by a further pre-payment of
\$ _____ of the Performer's total net fees, the following additional release
rights:

Theatrical films, all uses for five years, 1304 , OR
TV films, all uses except theatrical for five years, 1054 , OR
TV films, all uses including theatrical for five years, 1304 , OR
One or more of the following, see clause B104

- | | | | | |
|--|---------------------------------|-------------------------------|--|--------------------------------|
| <input type="checkbox"/> All Free TV | <input type="checkbox"/> Canada | <input type="checkbox"/> U.S. | <input type="checkbox"/> Other Foreign | <input type="checkbox"/> World |
| <input type="checkbox"/> Network A time | <input type="checkbox"/> Canada | <input type="checkbox"/> U.S. | <input type="checkbox"/> Other Foreign | <input type="checkbox"/> World |
| <input type="checkbox"/> Network B time | <input type="checkbox"/> Canada | <input type="checkbox"/> U.S. | <input type="checkbox"/> Other Foreign | <input type="checkbox"/> World |
| <input type="checkbox"/> Conventional 5 time | <input type="checkbox"/> Canada | <input type="checkbox"/> U.S. | <input type="checkbox"/> Other Foreign | <input type="checkbox"/> World |
| <input type="checkbox"/> Conventional 3 time | <input type="checkbox"/> Canada | <input type="checkbox"/> U.S. | <input type="checkbox"/> Other Foreign | <input type="checkbox"/> World |
| <input type="checkbox"/> Cable TV | <input type="checkbox"/> Canada | <input type="checkbox"/> U.S. | <input type="checkbox"/> Other Foreign | <input type="checkbox"/> World |
| <input type="checkbox"/> Non-Theatrical | <input type="checkbox"/> Canada | <input type="checkbox"/> U.S. | <input type="checkbox"/> Other Foreign | <input type="checkbox"/> World |
| <input type="checkbox"/> Non-Theatrical | <input type="checkbox"/> Canada | <input type="checkbox"/> U.S. | <input type="checkbox"/> Other Foreign | <input type="checkbox"/> World |

The performer hereby certifies that they have familiarized themselves with the provisions of the Independent Production Agreement and are hereby accepting the same.

(Signature of performer)

(Please print name)

Date

(Signature of producer)

(Please print name)

Date

APPENDIX "D" ✓

FILM TITLE:	ACTRA No. or Work Permit No.	Performers' Names	Category	TRAVEL TO		MAKE-UP ROOM		Set Time	FIRST MEAL		SECOND MEAL		Wrap Time	TRAVEL FROM		Start Adjust-ment	Perf. Init.	Prod. Init.
				Start	Finish	Start	Finish		Start	Finish	Start	Finish		Start	Finish			

ACTRA STEWARD'S SIGNATURE: _____

ACTRA

PERFORMERS WORK REPORT

1 copy - Engager
1 copy - ACTRA

APPENDIX "G"

AUDIO-VISUAL PRODUCTIONS

The parties to this Agreement agree to include a new section in the Performers Agreement which will include rates, fees and conditions of engagement for performers in audio-visual productions.

The parties agree to establish a Joint Negotiating Committee to prepare and finalize an appendix to this Agreement which will cover rates, fees and conditions of engagement in audio-visual productions.

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"

YOUR CHILD IS IN A FILM OR TV PROGRAM

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

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

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

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

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

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

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

As you may not be available at all times please fill out and return the emergency medical authorization form attached allowing the Producer to obtain emergency treatment when you cannot be contacted at once.

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

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

Signature

Date

APPENDIX "J"

APPOINTMENT OF CHAPERON

To: _____ Re: _____
(name of producer) (name of production)
I, _____ am the parent or legal
(name of parent/custodian)
custodian of _____ who is six years of age
(name of child)
or older. I hereby appoint _____ to
(name of chaperon)

be the chaperon of my child for all times that I am unable to accompany my child to or from the set and remain in attendance while my child is present on the set. I agree to advise you if I will accompany my child instead of the chaperon any time during production. The chaperon I have appointed has my full authority and confidence to supervise and care for my child during this production.

Dated at _____ this _____ day of _____ 19__.

Witness _____ Signature of parent or guardian

CONSENT OF CHAPERON

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

Dated at _____ this day _____ 19__

Witness _____ Signature of Chaperon
Address: _____

Tel. No. _____

EMERGENCY MEDICAL AUTHORIZATION FORM

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

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

Signature

Date

APPENDIX "K"

ACTRA PROPOSAL FOR PERFORMER AND WRITER AGREEMENTS

SIDE LETTER OF CANADIAN PRODUCTIONS

The parties to this Agreement agree that during the life of this Agreement they may, in accordance with their respective ratification procedures, wish to implement new programs 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.

Producers and Writers are advised that a Canadian Production Agreement (CPA) may be in force during the term of this Agreement. The CPA provides for a payment scale and schedule which varies from those in this agreement and applies only to certain Canadian productions. ACTRA and/or one of the Associations should be contacted to ascertain whether a CPA is in force and if so, the nature of production to which the CPA applies and the conditions governing production.

ABOVE MINIMUM FEE defined	A401	5
ACCESS TO STUDIO OR LOCATION	A510	12
ACTOR see also PRINCIPAL ACTOR defined	A301	3
minimum fees		
off-camera	B103	67
on-camera	B101	65-6
ACTRA		
administrative charge	B307	78
address	A1124	29
excluded category, member engaged in	A203	3
exclusive bargaining agent	A101	1
Fraternal Benefit Society	A3804	62
independent agreement on more favourable terms	A601	17
inspection of records	A511(e)	14
jurisdiction	A101	1
non-member		
Extras	C305	83
no obligation to work with	A503	11
obligations	A6	17
maintenance of professional conduct	A602	17
preference of engagement to members	A501, A701	11, 18
undertaking not to strike	A1001	25
ADDITIONAL SERVICES	A2401	42
ADMINISTRATION FEE		
ACTRA to remit respective shares	A511(d)	14
amount payable	A511	13
collected by ACTRA	A511(b)	13
inspection of ACTRA records	A511(e)	14
Producers shall pay	A511(a)	13
recipients	A511(c)	14
AFTER SHOWS	A2402	42
AGREEMENT		
administered jointly by ACTRA and Associations	A104	1
breach	A605	18
constitutes entire agreement between parties	A105	1
duration	A4001	63
effective date	A4001	63
exclusions		
ACTRA member exception	A203	3
non-member Extras	C305	83
persons in documentary and industrial programs	A202	3
persons not considered Performer	A201	2
interpretation questions	A104	1
less favourable agreement	A601	17
minimum rates and conditions set out	A102, A506	1, 12
modification to be executed in writing	A105	1
more favourable agreement	A601	17
principle of equality	A104	1
protection of Performers engaged at better terms	A508	12
renegotiation	A4002-3	63
result of negotiations between ACFTP, APFVQ, CFTA, NFB and ACTRA	A103	1

scope	A102	1
supersedes prior agreements	A105	1
supplement to be executed in writing	A105	1
termination to be executed in writing	A105	1
waiver to be executed in writing	A105	1
AMERICAN FEDERATION OF MUSICIANS exclusion from definition of Performer	A201(c)	2
ANIMALS, DANGEROUS	A2708(a)	49
ANIMATED PROGRAMS		
lip synchronization	B103	67
voicing for short programs	B105	69
ANNOUNCER		
defined	A302	3
minimum fees		
off-camera	B103	67
on-camera	B101	65-6
APPENDICES		
Agreement includes Appendices	A3901	63
Assumption Agreement on Sale or Other Disposition	AX-H	100
Audio-Visual Productions	AX-G	99
Chaperon Form	AX-J	103-4
Declaration of Parent in the Engagement of Children	AX-I	101-2
Dubbing Time Sheet	AX-F	98
Extra Voucher	AX-E	97
Letter of Adherence	AX-B	92-4
Performer Contract - Independent Production Contract	AX-C	95
Performers Work Report	AX-D	96
Preproduction Information Form	AX-A	91
Side Letter on Canadian Production	AX-K	105
APPOINTMENT OF CHAPERON form	AX-J	103-4
ARBITRATION see also ARBITRATOR		
referral of Grievance	A1117	28
time and place	A1118	28
ARBITRATOR		
Associations and ACTRA to agree upon fees and expenses	A1119	28
no authority to amend Agreement	A1121	29
written decision final and binding	A1120	28
	A1122	29
ARMED FORCES, MEMBER OF		
excluded from definition of Performer	A201(a)	2
documentary or industrial program	A202(d)	3
ARTISTIC COMPETENCE		
Producer assumes risk of Performer's	A504	12
ASSIGNMENT OF FEES	A509	12
ASSIGNMENT OF PRODUCTION OR RIGHTS	B302	71

ASSOCIATIONS		
addresses	A1124	29
ASSUMPTION AGREEMENT		
form	AX-H	100
requirement	B302	71
AUDIO-VISUAL PRODUCTIONS		
form	AX-G	99
AUDIT, RIGHT OF	B305(e)	78
AUDITION		
defined	A402	5
open call	A2904	55
participating in another's test	A2903	55
preference to ACTRA members	A2905	55
recalls	A2902	55
screen test	A2901	55
transportation for night calls	A2906	55
voice test	A2901	55
AVAILABILITY ENQUIRY		
defined	A403	5
BILLBOARD		
defined	A404	5
minimum guarantee for 13 uses	A2405	42
BOOKING		
confirmation in writing	A801	23
defined	A405	5
BUY-OUT RIGHTS		
documentary programs	B401(c)	79
industrial programs	B402(c)	79
CABLE TELEVISION		
defined	A406	6
CALL		
defined	A407	6
minimum for children under 12	A2806	52
time permitted for children	A2812	53
CANCELLATIONS AND POSTPONEMENTS		
Force Majeure	A2001	36
illness	A2009	38
Performance Default	A2011	39
Performer's engagement scheduled days	A2005	37
change	A2006	38
cancellation	A2007	38
Series Production	A2004	37
single Production	A2002	37
subsequent remounting	A2003	37
weather cancellation	A2010	39
weather-permitting calls	A2009	38
CANDIDATE FOR PUBLIC OFFICE		
rates and conditions not applying for		

documentary or industrial program	A202(a)	3
CARTOONIST		
defined	A303	3
minimum fees		
off-camera	B103	67
on-camera	B101	65-6
CHAPERON, APPOINTMENT OF		
form	AX-J	103-4
requirement	A2808	53
CHILDREN		
calls		
minimum call for children under 12	A2806	53
time of calls	A2812	54
conditions of engagement	A2803	52
coordinator responsible for welfare	A2811	54
Declaration of Parent (form)	AX-I	101-2
disclosure of relevant medical history	A2804	52
emergency medical authorization	A2804	52
exclusion from definition of Performer	A201(b)	2
food	A2813	54
forms to be completed	A2804	52
full disclosure to parents	A2803	52
dangerous work	A2809	54
dispute or breach		
abridgment of grievance time periods	A2801	51
damages may be awarded	A2801	51
non-professional under 16 appearing as self	A201(b)	2
overtime	A2805	52
parent's right to be on set	A2808	53
rest period	A2805	52
section applies to children under 16	A2801	51
time before camera	A2807	53
tutoring	A2810	54
work day	A2805	52
CHOREOGRAPHER		
defined	A304	3
minimum fees	A2403	42
CHORUS PERFORMER		
defined	A305	4
COMMENTATOR		
defined	A310	4
recall to work	A3103	57
COMPLAINT see DISPUTE, GRIEVANCE		
CONDITIONS OF ENGAGEMENT		
children	A2803-13	52
confirmation of booking in writing	A801	23
contract		
copy to be filed with ACTRA office	A803	23
information in Appendix C to be included	A804	23
required prior to commencement of work	A802-3	23
indemnity	A901	25
notice of details upon booking	A801	23
Series Options	A805	24

CONTESTANT		
excluded from definition of Performer	A201(f)	2
CONTRACT		
copy to be filed with ACTRA office	A803	23
Performer's contract (form)	AX-C	95
information in Appendix C to be included	A804	23
required prior to commencement of work	A802-3	23
CONTRACTED FEE		
defined	A408	6
COPYRIGHT HOLDER		
defined	A409	6
CO-PRODUCTION GOVERNED BY TREATY		
engagement of non-Canadians	A703(C)(a)	22
COSTUME CALL	A1603	33
CREDITS		
documentary or industrial programs	A3602	60
inadvertent breach	A3601	60
Producers' obligations		
cast of characters	A3603	60
inclusion of ACTRA logo	A3606	61
prohibit licensee deviations	A3601	60
remedy failure to provide as required	A3605	61
readily-readable	A3604	60
DAMAGES		
breach of Children provisions	A2801	51
DANCER see also GROUP DANCER		
defined	A306(a)	4
minimum fees		
off-camera	B103	67
on-camera	B101	65-6
safety provisions	A2102	40
DANGEROUS PERFORMANCE		
additional fee negotiable	A2601	47
children	A2809	54
right to refuse to perform	A2601	47
DECLARED USES	B301	71
DEFINITIONS		
Performer	A201	2
Performers, kinds of	A3	3
Qualified Extras	C2	82
terms	A4	5
DEMOGRAPHIC BREAKDOWN SHEETS	A502(c)	11
DIALOGUE COACH		
defined	A320	5
minimum fees	A2404	42
DISCOUNTS		
adjustment if work cancelled	B205	70

Multiple Program Production	B202	70
Off-Camera Performer guaranteed 13 episodes	B203	70
pyramiding rates not permitted	B204	70
weekly rate	B201	70
DISCRIMINATION		
prohibition against	A502	11
DISPOSITION OF PRODUCTION OR RIGHTS	B302	71
DISPUTE		
complaint of minor nature	A1103	26
Steward to be notified	A603	17
resolution pursuant to A11	A1102	26
right to initiate grievance	A1104	26
DISTANT LOCATION		
defined	A410	6
DISTRIBUTION RIGHTS		
all programs (except Documentaries)	B301	71
documentary programs	B401(a)	78
industrial programs	B402(a)	79
DOCUMENTARY PROGRAM		
credits	A3062	60
defined	A411	6
distribution rights	B401(a)	78
persons not covered by Agreement	A202	3
armed force member	A202(d)	3
institutional inmates	A202(d)	3
members of public, undirected and unpaid	A202(d)	3
non-professional choirs, dance groups, etc.	A202(b)	3
non-profit groups	A202(b)	3
public officer or candidate	A202(a)	3
specialist or expert providing information	A202(c)	3
use rights	B401	78
DOMESTIC RUN		
defined	A412	6
DOUBLING		
incidental	A2302	41
off-camera crowd noises	A2303	42
permissible circumstances	A3501	59
short animated program	B105(d)	69
DRESSING ROOM	A2101	40
DUBBING		
defined	A413	6
permissible circumstances	A3501	59
Time Sheet Form	AX-F	98
EDUCATIONAL PROGRAMS		
re-uses on Canadian television	B501	79
EDUCATIONAL TELEVISION		
defined	A414	6

EPISODE		
defined	A415	6
EPISODIC SERIES		
defined	A436(a)	9
EQUAL OPPORTUNITIES, POLICY OF	A502	11
EXCERPT OF PROGRAM		
flashback in which Performer not otherwise		
appearing	A3402	59
opening montages	A3403	59
promotional purposes	A3302	59
use in another Program or Interstitial	A3401	59
EXCLUSIONS FROM AGREEMENT		
ACTRA member engaged in excluded category	A203	3
persons in documentary and industrial category	A203	3
persons not considered Performer	A201	2
working with excluded persons	A503	11
EXPENSES see TRAVEL EXPENSES		
EXPERT		
rates and conditions not applying for		
documentary or industrial program	A202(c)	3
EXPLOSIVES	A2708(b)	49
EXTRA LIST		
ACTRA to provide	C601	85
EXTRA VOUCHER		
form	AX-E	97
requirement	C402	84
upgrading to be noted	C406	85
EXTRAS		
applicability of Section A, "General Clauses"	C103	81
choreographed dances	C201	82
conditions of engagement	C4	84
changes of clothes provided by Extra	C407	85
Extra voucher required	C402	84
meal break	C403	84
minimum call	C404	84
notice of date, time, wardrobe, etc.	C401	84
overtime	C404	84
providing own motor vehicle	C408	85
wardrobe call, fees for	C403	84
continuity Extra	C304	94
crowd noises, singing and/or recital	C201(e)	83
crowd work	C408	85
defined	C201(a)	82
definitions		
Photographic Double	C201(b)	82
Qualified Extra	C201(f)	83
Special Skill Extra	C201(d)	82
Stand-in	C201(c)	82
list of potential Extras from ACTRA	C601	85
minimum fees		
non-qualified	C102	81

qualified	C101	81
non-ACTRA members, Agreement not applying to	C305	84
non-qualified		
crowd work, when permitted for	C501	85
minimum fees	C102	81
work permit fee required	C303	83
performer work report	C302	83
preference to ACTRA members	C301	83
qualification	C3	83
Stand-in	C304	84
Upgrading		
Actor	A22	41
Special Skill Extra	C405	85
voucher to note adjustment	C406	85
FEES		
additional services	A2401	42
after shows	A2402	42
Agreement sets out minimum	A506	12
assignment	A509	12
Audition		
participating in another's test	A2903	55
recalls	A2902	55
screen test	A2901	55
voice test	A2901	55
Billboards	A2405	42
Choreographer	A2403	42
dangerous stunt	A2601	47
definitions		
Above Minimum Fee	A401	5
Contracted Fee	A408	6
Gross Fee	A417	7
Net Fee	A424	7
Dialogue Coach	A2404	42
discounts		
adjustment if work cancelled	B205	70
Multiple Program Production	B202	70
Off-Camera Performer guaranteed 13 episodes	B203	70
pyramiding rates not permitted	B204	70
weekly rate	B201	70
excerpts		
flashback in which Performer not otherwise		
appearing	A3402	59
opening montages	A3403	59
promotional purposes	A3302	58
use in another Program or Interstitial	A3401	59
excluded categories	AZ	2
Extras		
overtime	C404	84
non-qualified persons	C102	81
rates	C101	81
wardrobe call	C403	84
working in higher category	C405	85
higher fees may be negotiated	A507	12
insert fees for pick-up performance	A3202	57
interstitial	A2407	43
Off-Camera		
Commentators	B104	68
Lip Synchronization	B103	67
Narrators	B104	68
Performers	B103	67

voicing for short animated program	B105	69
On-Camera Performers		
Jan. 1/89-Dec. 31/89	B101	65
Jan. 1/90-Dec. 31/90	B101	66
overtime	A13	30
payment		
penalty for late payment	A3702	61
within 15 days payment	A3701	61
Pilot Program	A3001	56
prepayment options	B304	74
extension of period	B304(b)	75
generally	B304(a)	74
purchasing additional prepaid use	B304(c)	76
Pre-Production Rehearsal Fee	A424	7
promos or trailers	A3303	58
Public Service Announcements	A2406	43
publicity stills	A3303	58
retakes after completion of scheduled work	A3103	56
Series Performers	B102	67
Series Theme Music	A2405	42
Stunt Performer	A7	47
additional compensation, right to		
negotiate	A2708(e)	49
casting additional Performers	A2707(b)	49
consultation	A2701	47
where unavailable	A2601	47
enacting role of "character"	A2703	48
minimum fee	A2702	48
re-performance required	A2704	48
Upgrading		
Extra to Special Skill Extra	C405	85
generally	A22	41
Use fees		
Educational/Cable TV	B303(d)	73
Free Television	B303(b)	72
Pay Television	B303(c)	73
Theatrical Use	B303(a)	72
Video	B303(e)	73
Vocal Coach	A2404	42
warm-ups	A2401	42
weekly rate	B201	70
FLASHBACK		
Performer not otherwise appearing	A3402	59
FORCE MAJEURE	A2001	36
FREE TELEVISION		
defined	A416	6
FRENCH		
programs	A101	1
GAME PROGRAM CONTESTANT		
excluded from definition of Performer	A201(f)	2
GRIEVANCE see also GRIEVANCE MEETING	A11	
dispute to be resolved pursuant to A11	A1102	26
exercise of rights without prejudice	A1101	26
time limits		
abridgment where children involved	A2801	51

extension by agreement	A1123	29
informal attempt to settle	A1106	26
initiation procedure	A1105	26
notification of parties	A1106	26
reference to Joint Standing Committee	A1108	27
referring matter to Arbitration	A1117	28
right to initiate	A1104	26
GRIEVANCE MEETING		
admissible evidence	A1107	27
full and frank discussion	A1107	27
informal attempt to settle	A1106	26
GROSS FEE		
defined	A417	7
GROUP DANCER		
defined	A306(b)	4
minimum fees		
off-camera	B103	67
on-camera	B101	64-6
GROUP SINGER		
defined	A315(b)	4
minimum fees		
off-camera	B103	67
on-camera	B101	64-6
HAIRDRESSING, TIME FOR		
conditions applying	A1601	32
HOLDING CALLS	A19	36
HOST		
defined	A308	4
ILLNESS		
medical certificate required	A2009	38
performance default	A2011	39
Producer's options	A2009	38
INDEMNITY		
legal costs and judgment arising out of performance	A901	25
INDEPENDENT PRODUCTION CONTRACT		
form	AX-C	95
INDUSTRIAL PROGRAM		
credits	A3062	60
defined	A418	7
distribution rights	B402(a)	79
persons not covered by Agreement	A202	3
armed force member	A202(d)	3
institutional inmates	A202(d)	3
members of public, undirected and unpaid	A202(d)	3
non-professional choirs, dance groups, etc.	A202(b)	3
non-profit groups	A202(b)	3
public officer or candidate	A202(a)	3
specialist or expert providing information	A202(c)	3
use rights	B402-3	79

INJURY		
Performer to advise of	A606	18
Producer to advise of	A516	16
INSTITUTIONAL INMATES		
rates and conditions not applying for documentary or industrial program	A202(d)	3
INSURANCE CONTRIBUTIONS	A38	62
maximum contributions	A3806	62
non-members	A3804	62
non-residents	A3805	62
payment coincident with production payroll	A3807	62
Producer's contribution	A3801	62
INTERSTITIAL		
defined	A419	7
rates	A2407	43
INTERVIEWER	A308	4
JOINT STANDING COMMITTEE		
Agreement may not be amended by convening	A1115	28
damages for breach of Children provisions	A1109	27
decisions	A2081	51
copy to parties, ACTRA and Associations	A1116	28
majority required	A1117	28
written and signed	A1116	28
disclosure of documents and witnesses	A1112	27
dismissal of parties	A1114	28
governing principles	A1113	28
panel members		
appointment of chairperson	A1113	28
Associations' representatives	A1111	27
maximum number	A1110	27
minimum number	A1110	27
procedures and guidelines	A1113	28
referring Grievance to	A1108	27
LATE PAYMENT PENALTY	3702	61
LEGAL ACTION		
Producer to indemnify	A901	25
LETTER OF ADHERENCE		
counterpart originals	A103	1
form	AX-B	92-4
Producers to sign	A103	1
LINE OF DIALOGUE		
defined	A420	7
LIP SYNCHRONIZATION		
defined	A421	7
minimum fees	B103	67
LOCATION		
access to	A510	12
definitions		
distant location	A410	6

nearby location	A423	7
MAKE-UP, TIME FOR conditions applying	A1601	32
MASTER OF CEREMONIES	A308	4
MEAL PERIODS		
daily	A1501	31
extended break	A1502	32
Extras	C404	84
overtime	A1504	32
travel time	A1503	32
unavailability of restaurant facilities	A1506	32
violation	A1505	32
MEMBER OF PUBLIC		
rates and conditions not applying if undirected and unpaid	A202(d)	3
exclusion from definition	A201(d)	2
MINI SERIES		
defined	A422	7
MINIMUM FEES see also FEES	B1, C1	64-9, 81
discounts		
adjustment if work cancelled	B205	70
Multiple Program Production	B202	70
Off-Camera Performer guaranteed 13 episodes	B203	70
pyramiding rates not permitted	B204	70
weekly rate	B201	70
Extras		
non-qualified persons	C102	81
rates	C101	81
Off-Camera		
Commentators	B104	68
Lip Synchronization	B103	67
Narrators	B104	68
Performers	B103	67
Series rates	B203	70
voicing for short animated program	B105	69
On-Camera Performers		
ratification - Dec. 31/88	B101	64
Jan. 1/89 - Dec. 31/89	B101	65
Jan. 1/90 - Dec. 31/90	B101	66
Series Performers	B102	67
Use fees		
Educational/CableTV	B303(d)	73
Free Television	B303(b)	72
Pay Television	B303(c)	73
Theatrical Use	B303(a)	72
Video	B303(e)	73
weekly rate	B201	70
MODEL		
defined	A309	4
minimum fees		
off-camera	B103	67
on-camera	B101	64-6
MODERATOR	A308	4

MULTIPLE PROGRAM PRODUCTION		
fee discount	B202	70
MUSIC, SERIES THEME	A2405	42
NARRATOR		
defined	A310	4
minimum fees		
off-camera	B103	67
on-camera	B101	64-6
recall to work	A3103(d)	57
NEARBY LOCATION		
defined	A423	7
NEGOTIATION OF BETTER TERMS	A507	12
NET FEE		
defined	A424	7
NETWORK TELEVISION		
defined	A425	8
NEWS PROGRAM		
Agreement not applying to person appearing	A202(c)	3
NIGHT SHOTS		
notice required	A1203	30
NON-CANADIANS, ENGAGEMENT OF		
co-production treaty	A703(C)(a)	22
Feature Productions	A703(A)	19
general policy	A703	19
privately financed production	A703(C)(b)	22
Television Programs	A703(B)	20
NON-PROFESSIONAL/NON-PROFIT GROUPS		
rates and conditions not applying for documentary or industrial program	A202(b)	3
NON-THEATRICAL		
defined	A426	8
NOTICE		
addresses of ACTRA and Associations	A1124	29
delivery, prescribed means of	A1124	29
NUDE SCENES		
auditions	A2501(1)	44
contracts	A2501(2)	45
rehearsal and performance	A2502	46
OFF-CAMERA PERFORMER		
defined	A311	4
minimum fees		
programs	B103	67
voicing short animated programs	B105	69
recall to work	A3103(c)	56
OPENING MONTAGE		
fee	A3403	59

OPTION see SERIES OPTION	A805	24
OVERTIME		
children	A2805	51
Extras	C404	84
general	A13	30
PANELIST		
defined	A312	4
minimum fees		
off-camera	B103	67
on-camera	B101	64-6
PARENT		
appointment of chaperon	A2808	53
disclosure of relevant medical history	A2804	52
emergency medical authorization	A2804	52
Declaration - Engagement of Children		
form	AX-1	101-2
requirement	A2804	52
legal custodian constituting	A2802	52
presence on set or location	A2808	53
travel expenses	A2808	53
PAYMENT see also FEES		
penalty for late payment	A3702	61
within 15 days of performance	A3701	61
PAY-TELEVISION		
defined	A427	8
PERFORMER see also OFF-CAMERA PERFORMER, STUNT PERFORMER		
artistic competence	A504	12
conditions of engagement	A801	23
confirmation of booking in writing	A801	23
contract required	A802-4	23
indemnity	A901	25
notice of details upon booking	A801	23
Series Options	A805	24
defined	A201	2
engaged at better terms	A508	12
obligations	A6	17
advise Producer of injury or inability		
to fulfill obligations	A606	18
compliance with Producer's requests	A605	18
familiarity with Agreement	A605	18
further engagement to be accepted	A603	17
lines on call sheet	A605	18
notify Steward of breach of Agreement	A605	18
performers work report to be signed	A603	17
reporting to work	A605	18
reporting upon completion of work	A603	17
persons excluded from definition	A201	2
American Federation of Musicians	A201(c)	2
armed force member	A201(a)	2
children under 16 appearing as themselves	A201(b)	2
member of public at public event	A201(d)	2
performing regular job	A201(e)	2
pursuing normal activities at or about		
home	A201(e)	2
quiz or game program contestant	A201(f)	2

studio audience	A201(d)	2
photographs not to be taken on set	A3304	58
protection	A2708	49
qualification	A7	18
upgrading	A22	41
PERFORMANCE DEFAULT	A2011	39
PERFORMERS WORK REPORT		
form	AX-D	96
Producers' obligation		
daily filing re Extras	C302	83
ensuring forms available	A513(iii)	15
PHOTOGRAPHIC DOUBLE		
defined	C201(b)	82
minimum call	C404	84
PHOTOGRAPHS		
prohibited without consent of Producer	A3804	58
PICK-UP PERFORMANCE		
information programs	A3203	58
insert fees	A3202	57
prohibited without ACTRA's consent	A3201	57
PILOT PROGRAM		
defined	A428	8
evaluation purposes only	A3001	56
rates and fees	A3001	56
POLITICAL CANDIDATE		
rates and conditions not applying for		
documentary or industrial program	A202(a)	3
POSTPONEMENTS see CANCELLATIONS AND POSTPONEMENTS		
POST-SYNCHRONIZATION		
defined	A429	8
fee when recalled to work	A3103(b)	57
no additional compensation	A3101	56
PREFERENCE OF ENGAGEMENT	A501, A701	11, 18
PREPAYMENT OPTIONS		
B304	B304	74
extension of period	B304(b)	75
generally	B304(a)	74
purchasing additional prepaid use	B304(c)	76
PREPRODUCTION INFORMATION		
form	AX-A	91
PREPRODUCTION REHEARSAL		
compensation	A2408	43
definition	A430(a)	9
PRINCIPAL ACTOR		
defined	A313	4
minimum fees		
off-camera	B103	67
on-camera	B101	64-6

PRIVATELY FINANCED PRODUCTION			
engagement of non-Canadians	A703(C)(b)	22	
PRODUCER			
assumes risk of Performer's artistic competence	A504	12	
defined	A431	9	
management, administration and direction			
rights	A106	1	
notice of offer of minimum fees only	A507	12	
obligations	A5	11	
daily filing re Extras	C302	83	
information re designated Performer	A513(iii)	15	
payment of administration fee	A511	13	
policy of equal opportunity	A502		
preference of engagement	A501	11	
production information to be submitted	A505	12	
production liaison to be named	A513(ii)	15	
require "subcontractor" to adhere to Agreement	A512	14	
rights	A106	1	
PRODUCTION/PROGRAM			
defined	A432	9	
PRODUCTION INFORMATION	A505	12	
PRODUCTION LIAISON	A513(ii)	15	
PRODUCTION RECORDS	A513	14	
PROGRAM			
definitions			
Documentary Program	A411	6	
Industrial Program	A418	7	
Pilot Program	A428	8	
Production/Program	A432	9	
Single Unit	A437	10	
Variety Program	A441	10	
excerpts			
flashback in which Performer not otherwise			
appearing	A3402	59	
opening montages	A3403	59	
promotional purposes	A3302	58	
use in another Program or Interstitial	A3401	59	
PROMOTIONAL TRAILERS	A33	58	
PROTECTION OF PERFORMERS	A2708	49	
dangerous animals	A2708(a)	49	
explosives	A2708(b)	49	
medical care person to be present	A2708(f)	50	
safety equipment	A2708(c)	49	
stunt equipment	A2708(d)	49	
PUBLIC AFFAIRS PROGRAM			
rates and conditions not applying to			
person appearing	A202(c)	3	
PUBLIC, MEMBER OF			
rates and conditions not applying if undirected			
and unpaid	A202(d)	3	
exclusion from definition of Performer	A201(d)	2	

PUBLIC OFFICERS			
rates and conditions not applying for			
documentary or industrial program	A202(a)	3	
PUBLIC SERVICE ANNOUNCEMENT			
fees	A2406	43	
defined	A433	9	
PUBLICITY STILLS OR TRAILERS			
fees	A3303	58	
publicity purposes only	A3301	58	
PUPPETEER			
defined	A314	4	
minimum fees			
off-camera	B103	67	
on-camera	B101	64-6	
QUALIFICATION OF PERFORMERS			
application for work permit	A701	18	
non-Canadians	A703	19	
Union des Artistes members	A702	19	
QUIZ MASTER	A308	4	
QUIZ PROGRAM CONTESTANT			
excluded from definition of Performer	A201(f)	2	
RATES see FEES			
READING SESSION	A430(b)	9	
RECALL see RETAKES OR RECALL TO WORK			
REHEARSAL			
preproduction	A430(a)	9	
reading session	A430(b)	9	
RENEGOTIATION OF AGREEMENT	A4002-3	63	
RESIDUAL PAYMENTS			
Educational/CableTV	B303(d)	73	
Free Television	B303(b)	72	
Pay Television	B303(c)	73	
Theatrical Use	B303(a)	72	
Video	B303(e)	73	
REST PERIODS			
between days	A1401	31	
children	A2805	51	
daily	A1402	31	
puppeteers and dancers	A1403	31	
RETAKES OR RECALL TO WORK			
fees			
Narrators and Commentators	A3103(d)	56	
Off-Camera Performer	A3103(c)	56	
On-Camera Work	A3103(a)	55	
Post-Synchronization	A3103(b)	56	
obligation of Performer	A3102	55	
requiring new Security for Payment	A3103	55	

RETIREMENT CONTRIBUTIONS	A38	62
deduction from Performer's fees	A3803	62
maximum contributions	A3806	63
non-members	A3804	62
non-residents	A3805	62
payment coincident with production payroll	A3807	63
Producer's contribution	A3801	62
RE-USES ON CANADIAN TELEVISION		
Documentary Program	B403	79
Educational Program	B501	79
Industrial Program	B403	79
RISK PERFORMANCE		
defined	A434	9
general rule	A2801	47
ROLE		
defined	A435	9
ROYALTY PAYMENT		
ACTRA's administrative charge	B307	78
alternatives to	B304(b)-(c)	75-6
fair market value	B305(d)	77
Formula 1	B305(a)	76
Payment 2	B305(b)	76
procedure	B305(c)	77
right of audit	B305(e)	78
SAFETY EQUIPMENT	A2708(c)	49
SAFETY PROVISIONS		
clean air	A2103	41
dancers	A2102	40
waiving compliance	A2104	41
SANITARY PROVISIONS	A2101	40
SCREEN TEST	A2901	55
SECURITY FOR PAYMENT		
ACTRA's entitlement	A514	16
requirement upon recall	A3103	56
SERIAL		
defined	A436(b)	9
SERIES		
defined	A436	9
definitions		
Episodic Series	A436(a)	9
Serial	A436(b)	9
Unit or Program Series	A436(c)	10
rates for off-camera performance	B203	70
Theme Music	A2405	42
SERIES OPTIONS	A805	24
SINGER see also GROUP SINGER		
defined	A315(a)	4
minimum fees		

off-camera	B103	67
on-camera	B101	64-6
SINGLE UNIT		
defined	A437	10
SNACK see SUBSTANTIAL SNACK		
SPECIALIST		
rates and conditions not applying for documentary or industrial program	A202(c)	3
SPECIALTY ACT		
defined	A316	4
minimum fees		
off-camera	B103	67
on-camera	B101	64-6
SPORTSCASTER		
defined	A317	5
minimum fees		
off-camera	B103	67
on-camera	B101	64-6
STANDARD CONTRACT FORMS		
information contained therein to be included in contract	A804	23
STAND-IN		
defined	C201(c)	82
exceptions to ACTRA membership requirement	C304	84
minimum call	C404	84
STEWARD		
appointment	A604	17
dispute to be reported to	A603	17
duties	A604	17
opportunity to remedy breach to be given by	A605	18
resolution of disputes	A513(ii), A1103	15, 26
STRIKE		
undertaking not to call	A1001	25
STUDIO, ACCESS TO	A510	12
STUDIO AUDIENCE		
excluded from definition of Performer	A201(d)	2
STUNT DRIVING GUIDELINES	A2709	50
STUNT PERFORMERS		
additional compensation, right to negotiate	A2708(e)	49
audition	A2706	48
casting additional	A2707(b)	49
consultation	A2701	47
contract	A2705	48
creating and engineering stunt	A2707(a)	49
defined	A318	5
enacting role of "character"	A2703	48
equipment to be kept in suitable repair	A2708(d)	49
medical care person to be present	A2708(f)	50

minimum fees		
off-camera	B103	67
on-camera	B101	64-6
Principal Actor's fee plus stunt fee	A2702	47
re-performance required	A2704	48
stunt driving guidelines	A2709	50
where unavailable	A2601	47
"SUBCONTRACTOR"		
required to adhere to Agreement	A512	14
SUBSTANTIAL SNACK		
defined	A438	10
required	A1501	31
SYNDICATED TELEVISION		
defined	A439	10
TELEVISION		
definitions		
Cable Television	A406	6
Educational Television	A414	6
Free Television	A416	6
Pay-Television	A427	8
Syndicated Television	A439	10
TIME LIMITS		
Grievance		
abridgment where children involved	A2081	51
extension by agreement	A1123	29
TRAILERS	A33	58
TRANSPORTATION		
expenses incurred by Performer	A1801(a)	34
provided under certain circumstances	A1803	35
TRAVEL EXPENSES		
advance payment	A1802	35
flight insurance	A1805	35
minimum compensation	A1801	34
parent or chaperon	A2808	53
taxi from location to residence	A1803	35
travel outside Canada	A1804	35
TUTORING	A2810	54
UNFAIR DECLARATION	A10	25
UNION DES ARTISTES	A702	19
UNIT OR PROGRAM SERIES		
defined	A436(c)	10
UNPROFESSIONAL CONDUCT	A602	17
UPGRADING		
Extra		
Actor	A22	41
Special Skill Extra	C405	85
voucher to note adjustment	C406	85

Performer	A22	41
USE FEES		
Educational/Cable TV	B303(d)	73
Free Television	B303(b)	72
Pay Television	B303(c)	73
Theatrical Use	B(303(a)	72
Video	B303(e)	73
USE RIGHTS		
additional use	B302	71
distribution rights	B301	71
Documentary Programs	B401	78
Industrial Programs	B402	79
original use	B301	71
other uses	B306	78
pre-payment options	B304	74
residual payments	B303	72-3
royalty payments	B305	76
USES		
defined	A440	10
not specified in Agreement	B306	77
VARIETY PRINCIPAL		
defined	A319	5
VARIETY PROGRAM		
defined	A441	10
VIDEO		
defined	A442	11
VOCAL COACH		
defined	A320	5
fees	A2404	42
VOICE TEST	A2901	55
WARDROBE		
choosing and fitting	A1602	33
costume call	A1603	33
damage	A1702	33
Extras		
notice of requirements	C401	84
providing own change of clothes	C407	85
wardrobe call	C403	84
repairs	A1703	33
supplied by Performer	A1701	33
time needed to dress	A1601	32
WARM-UPS	A2402	42
WEATHER-PERMITTING CALLS	A2008	38
WORK DAY		
definition	A1201, A1202	30
children's	A2805	51
WORK PERMIT		
application procedure	A701	18

non-Canadians		
co-production treaty	A703(C)(a)	22
Feature Productions	A703(A)	19
privately financed production	A703(C)(b)	22
Television Programs	A703(B)	20
WORK STOPPAGE		
undertaking not to call	A1001	25
WORKING CONDITIONS		
Agreement sets out minimum	A506	12
WORKING ENVIRONMENT		
dressing room	A2101	40
sanitary provisions	A2101	40

NOTES

ACTRA

Alliance of Canadian Cinema, Television and Radio Artists

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 FAX (604) 681-0466
<u>CALGARY</u> Southern Alberta Branch	Mount Royal Place 1414 - 8th St. SW, Ste. 260 Calgary, AB T2R 1J6	(403) 228-3123 (403) 228-3299
<u>EDMONTON</u> Performers Guild - Northern Alberta Branch & Writers Guild - Alberta Branch	10018 - 105th St. Edmonton, AB T5J 1C6	(403) 423-0669 (403) 423-1460
<u>SASKATCHEWAN</u> Saskatchewan Branch	1808 Smith St. Ste. 212, Regina, SK S4P 2N4	(306) 757-0885 (306) 934-3331 (^ Saskatoon)
<u>WINNIPEG</u> Performers & Writers Guilds - Winnipeg Branch	63 Albert St. Ste. 412 Winnipeg, MB R3B 1G4	(204) 943-1307 (204) 943-2365
<u>OTTAWA</u> Ottawa Branch	130 Slater St. Ste. 808 Ottawa, ON K1P 6E2	(613) 230-0327/8 FAX (613) 230-2473
<u>MONTREAL</u> Montreal Branch	1450 City Councillors St. Ste. 530 Montreal, QUE H3A 2E6	(514) 844-3318/9 FAX (514) 844-2068
<u>MARITIMES</u> Performers & Writers Guilds - Maritimes Branch	5510 Spring Garden Rd. Halifax, NS B3J 1G5	(902) 420-1404
<u>NEWFOUNDLAND/LABRADOR</u> Newfoundland/Labrador Branch	210 Water St. St. John's, NF	(709) 722-0430
<u>NATIONAL OFFICE</u>	2239 Yonge St. Toronto, ON M4S 2B5	(416) 489-1311 FAX (416) 489-1435
<u>ACTRA Fraternal Benefit Society</u>	2239 Yonge St. Ste. 400 Toronto, ON M4S 2B5	(416) 485-8902 1-800-387-8897