

Memorandum of Agreement

Between

The Canadian Broadcasting Corporation  
(CBC)

and

The Alliance of Canadian Cinema, Television and Radio Artists  
(ACTRA)

The following constitutes the agreement between the CBC and ACTRA for the renewal of the CBC/ACTRA Radio and Television Scale Agreements. ACTRA and CBC ("the Parties") agree to recommend to their principals ratification of the following amendments to the CBC/ACTRA Radio and Television Agreements expiring June 30, 2003.

1. ACTRA PRS:

ACTRA PRS and CBC agree to review the manner in which Use Fee payments are remitted for all productions, clips and excerpts – specifically to address the issues of data, timing, payment back-up and error corrections - with a view to minimizing the administrative burden and costs involved in processing payments. During this consultative process a full review of Advance Reporting will be undertaken.

2. Minor's Trust Account:

Amend D612 Radio & D1716 TV to add:

"In accordance with provincial law in British Columbia, the 25% Minors' Trust deduction shall be remitted to the Public Trustee of British Columbia."

3. Insurance and Retirement:

Amend E705 Radio & E905 TV to read:

"All contributions and deductions required under this Article shall be payable by cheque to:

- (i) the Union of British Columbia Performers in respect of productions in the Province of British Columbia; and,
- (ii) the ACTRA Fraternal Benefit Society in the case of all other productions.

Such amounts shall be payable monthly, on or before the fifteenth (15) of the month following the earning of such fees. "

Delete E704 Radio & E904 Television

4. Payment for Publicity and Promos:

E501 & E502 TV

Raise the minimum pay for performers taking part in promos to \$175.00 for two (2) hours work.

5. CBC Excerpts:

The Parties agree to meet to review the process by which excerpts from CBC programs are sold to outside broadcasters/producers.

6. Work Permit Fees:

Amend C301 a), b) and c) Radio to read:

a.) Performers who are resident in Canada shall pay a work permit fee to ACTRA for each of their first 6 engagements as follows:

\$35.00 per engagement per week of production

b.) On the seventh (7<sup>th</sup>) engagement by the Corporation, such performer shall become members of ACTRA in accordance with the applicable provisions of the ACTRA Constitution.

c.) In the event that upon the seventh (7<sup>th</sup>) engagement a performer does not wish to become a duly constituted member of ACTRA as provided above, such performer shall signify the decision not to become a member of ACTRA in writing, both to CBC and to ACTRA, and shall thereafter pay to ACTRA the appropriate work permit fee described in item a.), above per engagement.

d.) Except where a reciprocal agreement between ACTRA and another performers' union provides otherwise, persons who are non-Canadians shall pay, for each engagement, a work permit fee of \$180.00 per week of production. The engagement of non-Canadians shall be as per Article A6 of this agreement.

7. Audio Sales

The CBC will review and report to ACTRA PRS the results of the ongoing review of "Spoken Word Audio" sales.

8. Expenditures:

Appendix I Radio and TV

The Corporation renews its commitment to provide regular reporting to ACTRA, as set out in the Collective Agreement.

9. Simulcast Rate:

Amend Article D211 Radio and D 1904 Television to read:

When the Corporation wishes to engage a performer in a simulcast, the Performer will have the right to negotiate fees for each medium. In no case will the minimum be less than the minimum scale of rates provided in the Television Agreement and 75% of the minimum basic fee payable within the Radio Agreement. Such payment will allow the Corporation to simulcast over

both television and radio. Work time and audience fees shall be paid according to the Television rates only. Any reuse of the program on radio will require re-use payments to the Performer at rates based on no less than the full minimum base fee of Radio rates, and full minimum base fees under the Television Agreement if re-used on television.

10. GST Calculation:

ACTRA PRS and CBC agree to review the process by which GST is calculated for performers.

11. Unidentifiable Performers:

Amend F108 Radio to read:

“Wherever possible, payment for re-use under this Article will be made directly to the Performer. Where a particular Performer cannot be identified or located after every effort has been made by the Corporation and ACTRA, payment will be made by the Corporation to the ACTRA Performers Rights Society in trust within six months of the date that the re-use payment was issued ~~a fund to be maintained by ACTRA~~. Such payment will satisfy the Corporation’s obligations under this Article.”

A similar conforming change will be made in Article F105 Television.

12. Amend B101 Television to read:

The reference to “ten (10) lines of dialogue” shall be changed to “five (5) lines of dialogue”.

13. Amend E909 Television Note to read:

“NOTE: Also see Article A312 ~~A1302~~ (“Administration Fee”)”.

14. Renew Alternate Platforms:

Appendix N, TV and Appendix M Radio

The Parties agree to extend the Letter of Agreement concerning digital media (“alternate platform”) and the joint working committee will continue its efforts to create a framework for a comprehensive agreement between the parties concerning original production for and distribution of existing material on alternate platforms.

Country Canada Letter of Understanding

In case of performers contracted specifically for Country Canada, the following terms and Conditions will apply:

- The rates in the CBC/ACTRA Television Agreement would apply, but those rates would provide for one (1) year of use on Country Canada.
- The re-use of such material beyond the one year window would be payable at fifteen percent (15%) of the base contracted fee for a five (5) year use period.
- The re-use on Country Canada of material originally recorded for broadcast on the main network would be payable at (10%) of base contracted fee for a five (5) year use period.
- A member of ACTRA may perform for purposes of promotion for five (5) minutes.
- In the event that program material produced originally for Country Canada is used on the main service, the appropriate step-up fee for that service to performers shall be paid for each broadcast window. When the material is distributed beyond the CBC, the normal distribution Articles shall apply in all respects.
- No material produced for Country Canada will be used on CBC without appropriate step-up payment to full CBC rates and payment of full re-use fees.
- All other terms and conditions of the agreement will apply.
- The parties will monitor the utilization of this Appendix during the life of the Agreement.

The rates and conditions stated in this appendix shall apply exclusively to programs produced in accordance herewith and shall supercede any other rates and conditions stated elsewhere in the Agreement

15. Term:

2 years: July 1, 2003 – June 30, 2005

Effective July 1, 2003:

1% increase of CBC contribution to Insurance (E701 & E707 Radio; and E901 & E909 TV)

1.5% increase in minimum fees (Effective July 1, 2003)

**Effective July 1, 2004:**


2.5% increase in minimum fees

All other terms and conditions of the CBC/ACTRA Agreement expiring June 30, 2003 will remain in force for the duration of this Agreement.

Signed this 24<sup>th</sup> day of July, 2003.

For the CBC:

For ACTRA:



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Brigid Lumholst Smith

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Stephen Waddell