



CBC/ACTRA MEMORANDUM OF SETTLEMENT

The following Terms of Settlement have been agreed between ACTRA and the Canadian Broadcasting Corporation (CBC) respecting the Radio Agreement and the Television Agreement. Unless otherwise indicated, the negotiated terms are applicable to both the Radio and Television Agreements.

Term of Agreements: 36-months, to expire on July 3rd, 2002

General Increases in Fees: 2% increase on base rates, **effective July 1st, 2000**
2% increase on base rates, **effective April 1st, 2001**

Retroactivity on General Increases: For the period July 1, 2000 to the date of ratification, the CBC will pay a lump sum equivalent to 2% of all ACTRA expenditures directly to ACTRA.

For the period April 1, 2001 to date of ratification, the CBC will pay an additional lump sum equivalent to 2% of all ACTRA expenditures directly to ACTRA. (Expenditures do not include expenses and royalties.)

ACTRA will determine and distribute retroactive payments to its members. The CBC agrees to provide, in electronic form, earnings information to assist ACTRA to disburse retroactive payments.

General Changes:

Insurance: (Articles E901 Television Agreement and E701 Radio Agreement)
Effective April 1st, 2001 the Corporation shall contribute an amount equal to **four percent (4%)** of the gross fees of each performer who is a member of ACTRA for insurance purposes.

Formerly:
The CBC contributed three percent (3%) to Insurance.

Definition of Principal Actor:

Applicable to the Television Agreement: (Article B109)
Means a performer engaged to speak more than **five (5)** lines of dialogue

Formerly:
Meant a performer engaged to speak more than ten (10) lines of dialogue.

Definition of Actor:

Applicable to the Radio Agreement: (Article B103 b)
Means a performer engaged in a minor acting role requiring individual characterization comprising not more than **fifty (50)** words of dialogue.

Formerly:
Meant a performer engaged in a minor acting role requiring individual characterization comprising not more than one hundred (100) words of dialogue.



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Minimum Rates for Performers - Remote Pick-ups

Applicable to the Radio Agreement: (Article E204)

In the case of engagements under Article E2, any member of a group of singers who sings thirty-two (32) bars or more as a soloist in the course of the engagement will be engaged and paid as a Soloist (Rate Schedule 2 - Grid 1).

Any singer so engaged will still be counted in determining the number of singers in the group.

Consequential Amendment:

Existing articles E204 to E209 will be renumbered E205 to E210.

Performer Credits:

Applicable to the Television Agreement: (Article C703)

- a) All performer credits in all productions produced by the CBC will continue to be in a readily readable colour, size and speed. Should the CBC fail to provide credits in a readily readable colour, size and speed the remedy will be to correct the failure prior to the first broadcast, or, where this is not possible, to correct the failure prior to any rebroadcast or sale.

- b) The CBC will make best efforts to ensure that all performer credits broadcast by the CBC shall not be squeezed so as to render the credits illegible.

Consequential Amendment:

Existing articles C703 to C706 will be renumbered C704 to C707.

Non-members: Equalization Payments and Deductions: (Articles E909 Television Agreement and E707 Radio Agreement)

- a) In order to equalize the payments and deductions in respect of ACTRA members and non-members, the CBC shall:
 - (i) contribute an amount equal to 10% of the Gross Fees paid to each Performer who is not a member of ACTRA, including those designated as Apprentice or temporary members, and work permittees, (a Non-Member) and;
 - (ii) deduct from the remuneration payable to each Non-Member and Apprentice Member an amount equal to 3% of the Performer's Gross Fees (inclusive of Use Fees).

- b) The equalization payments and deductions pursuant to this Article may be used and applied by ACTRA and the ACTRA Fraternal Benefit Society for disposition in such manner and for such purposes as may be determined in their absolute and unfettered discretion.

- c) All contributions and deductions made pursuant to this Article shall be payable by cheque to:



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- (i) the Union of British Columbia Performers (UBCP) in respect of Productions in the Province of British Columbia; and
 - (ii) the ACTRA Fraternal Benefit Society in the case of all other Productions.
- d) With respect to Non-Member Equalization Payments and Deductions received by the ACTRA Fraternal Benefit Society (AFBS) and the UBCP, the AFBS and the UBCP shall each retain an amount equal to 10% of the Gross Fees received, and the balance shall be remitted to ACTRA.

Consequential Amendments: (Article E903 Television Agreement and E703 Radio Agreement)
The Corporation shall deduct from the gross fees earned by each member, an amount equal to three percent (3%) of such gross fees for retirement purposes.

Formerly:
The Corporation shall deduct from the gross fees earned by each performer, member and non-member an amount equal to three percent (3%) of such gross fees for retirement purposes.

Minor's Trust Account: (Article D1716 Television Agreement and D612 Radio Agreement)
ACTRA will notify the CBC and the Minor's parent or guardian when a Minor's total lifetime remuneration reaches \$5,000.00. On subsequent engagements of the Minor by the CBC, 25% of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the CBC and remitted to the ACTRA PRS, which shall hold such monies in trust for the Minor upon terms and conditions consistent with the obligations of the ACTRA PRS to act as a Trustee. In the event that the parent or guardian has set up a trust fund where such fund will take the place of this requirement, the CBC will be advised of that fact by ACTRA.

Production for and Use of Existing Programming on the Internet:

LETTER OF AGREEMENT between
THE CANADIAN BROADCASTING CORPORATION (CBC) and ACTRA

During the life of the collective agreement, the parties agree to form a working committee to monitor the use of material originally produced for television and/or radio which is subsequently made available via an alternative platform (i.e. CBC's internet websites), and material produced specifically for an alternative platform. During this process, the working committee will create a framework for a comprehensive agreement between the parties concerning original production for and distribution of existing material on an alternative platform. To address these matters in a meaningful way, the parties agree that the committee will meet within thirty (30) days following the successful conclusion of negotiations and will endeavour to reach agreement prior to the expiration of the collective agreement.

Issues to be addressed in the working committee process will include:

- a) Length of time works will be made available
- b) Scope of geographic distribution
- c) Minimum compensation scale(s)



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- d) Experience of other public and private broadcasters and producers
- e) Technological innovations that may impact distribution
- f) Revenue generation opportunities
- g) Reproduction quality
- h) Audience reach
- i) Maintaining the integrity of the original work
- j) Archives
- k) Monitoring process

The working committee will review relevant material posted on alternative platforms and synopsis of relevant material intended for use on alternative platforms. The working committee will also be provided access to view all finished product and will be provided with summaries of all postings.

Subject to CBC's alternative platform remaining non-commercial, accessible to the public without charge and free of advertising, the parties agree that material produced specifically for use on an alternative platform in whole or in part will initially be contracted pursuant to the CBC/ACTRA Radio Agreement. For the term of the CBC/ACTRA Agreements the minima paid to Performers for such original material may be paid pursuant to the minima provided in the ACTRA/CBC Radio Agreement. In the case of material originally contracted for and broadcast on radio or television, the payment made originally to Performers appearing in such material will also provide for use on an alternative platform in whole or in part.

Any new schedule(s) of minima negotiated by the parties through the working committee process will apply retroactively to material produced for the alternate platform as well as work produced for television and/or radio and subsequently made available on an alternate platform. Retroactive payments are to be paid to performers within sixty (60) days following ratification of a comprehensive agreement, unless otherwise mutually agreed to by the parties.

In any case, Performers who have a right of consent under previous ACTRA/CBC collective agreements shall retain their rights of consent, and the CBC agrees to obtain permission from Performers where required in every instance before producing new material or making existing material available on an alternative platform.

The working committee will meet as required but no less than every two months.

This Letter of Agreement will expire at the same time as the ACTRA/CBC Radio and Television Agreements, unless the parties have successfully negotiated and ratified a comprehensive agreement concerning original production for, and distribution of existing material on an alternative platform or unless the parties mutually agree to extend this letter. The parties strictly reserve their respective positions with regards to whether or not the CBC has a right to continue to exhibit ACTRA-covered material on an alternative platform in the event agreement is not reached.

Signed this _____ day of _____, 2001.



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Business Practices: (New Letter of Agreement)

The parties acknowledge that open, proactive communication is critical to the proper administration of the collective agreement, as well as to the overall maintenance of good relations between the parties.

As such, the parties agree that they will hold quarterly joint meetings to discuss issues of mutual concern.

The parties will indicate in writing the issues they wish to discuss at least three (3) weeks prior to each meeting. The subject matter may include, but will not necessarily be limited to:

- Issues regarding supplemental market sales
- Business practices issues
- Current or pending grievances

The Corporation agrees that production and/or administrative staff will be invited to such meetings as may be required. ACTRA agrees that local officers and/or performers will be invited to such meetings as may be required.

CBC Production of Television Commercials: (New Letter of Agreement)

The Corporation and ACTRA agree to the following terms and conditions with regard to the production by the CBC of television commercials:

- The CBC and ACTRA agree that the terms, conditions and rates in the current CBC/ACTRA Television Agreement are not appropriate for the compensation of performers appearing in television commercials produced by the CBC for broadcast on the CBC.
- The CBC will meet with ACTRA following the conclusion of negotiations to develop terms, conditions and rates for performers appearing in television commercials produced by the CBC. These terms, conditions and rates will include specific provisions relating to commercials destined for National broadcast, and specific provisions relating to commercials destined for Local/Regional broadcast. Provisions relating to the production of TV commercials shall be contained in an appendix to the CBC/ACTRA Television Agreement.
- The effective date of these provisions shall be subject to negotiation between the CBC and ACTRA. Barring agreement to the contrary, such provisions shall be effective on the effective date of the new CBC/ACTRA Television Agreement.
- The provisions of this letter shall only apply where the individual has been engaged under a category of engagement which normally falls under ACTRA jurisdiction under the CBC/ACTRA Television Agreement.
- The CBC and ACTRA will also negotiate rates, terms and conditions that will apply if any TV commercial produced by the CBC for broadcast on the CBC is released to a client for broadcast by another broadcaster. However, barring an agreement to the contrary, the terms and conditions of the ACTRA/ICA/ACA National Commercial Agreement will apply, on



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the understanding that any CBC fees paid will be “topped-up”, if necessary, to the applicable National Commercial Agreement fees.

- The above provisions will only apply to the production of TV commercials that feature the promotion of a client’s product or service. These provisions will not apply to the production of “publicity and promos”, as per Article E5 of the CBC/ACTRA Television Agreement.

Special Events and Projects:

Applicable to the Television Agreement (New Appendix N)

The following terms and conditions will apply to specific Television program projects focusing on special events (e.g. anniversaries; milestones; performer achievements; celebrations of specific CBC performers, performances or programs; etc.).

In the case of such projects, the provisions of Article F2o6 will apply, with the proviso that payment of base fees will allow for **two (2)** broadcast windows in the case of excerpts of two (2) minutes or less.

ACTRA agrees to enter into good faith discussions with the Corporation regarding payment for montages in such programs.

The permission of performers will be required prior to these provisions being utilized.

The Corporation will enter into discussions with ACTRA prior to contacting the performers involved.

Notice to ACTRA Members re Non-ACTRA Engagement: (New Appendix “O” Television Agreement and Appendix “M” Radio Agreement)

The following will apply when an ACTRA member is to be engaged under a category of engagement that is under the jurisdiction of another bargaining unit. In such case, the CBC will inform the member prior to booking, that he/she is not being engaged under an ACTRA contract. This will not apply when the member has previously been engaged under that non-ACTRA category of engagement.