

Memorandum of Settlement

Between the Alliance of Canadian Cinema Television and Radio Artists (ACTRA) and the Canadian Broadcasting Corporation with respect to the 2005 – 2010 CBC Television and Radio Agreements

Term and Rates

Five-year agreement commencing July 1, 2005, and expiring on June 30, 2010.

- Effective July 1, 2005 – 3% general increase;
- Effective July 1, 2006 – 3% general increase;
- Effective July 1, 2007 – 3% general increase;
- Effective July 1, 2008 – 3% general increase;
- Effective July 1, 2009 – 3% general increase;

All retroactive payments due to performers with respect to the foregoing general increases and Section H (New Media) will be remitted to ACTRA by March 1, 2009 for distribution to Performers.

Television

A301 Equal Opportunity Policy

stet first paragraph

Affirmative Action for Disabled Performers In respect of any available role that requires a Performer to portray a disabled or physically challenged person, the Producer will liaise with ACTRA prior to casting the role with a Performer who is not disabled or physically challenged. The Producer will take appropriate steps to ensure that disabled or physically challenged Performers have a reasonable opportunity to audition for such roles. The Producer will provide ACTRA with information on any roles that require Performers to portray disabled or physically challenged characters, the name of each Performer cast for such role, and whether the Performer cast is disabled or physically challenged.

B210 Children's Programming means those Programs possessing all of the following characteristics:

stet (a)

- (b) they are primarily directed ~~at a preschool~~ **to an audience of sixteen (16) years and under;**

C301 Work Permits Persons who are not members of ACTRA engaged by the Corporation in a location where ACTRA has a business office shall apply for a work permit **when possible** at such business office and pay the appropriate work permit fee.

stet remainder of preamble, (a) and (b)

- (c) In the event that upon a seventh (7th) engagement a Performer does not wish to become a duly constituted member of ACTRA as provided for above, such

Performer shall signify in writing his or her decision not to become a member of ACTRA, both to the Corporation and to ACTRA, and shall thereafter pay to ACTRA the appropriate work permit fee ~~described in item (a) above per engagement.~~ An engagement shall, for the purpose of this Agreement, mean an engagement as a Performer (except as a Background Performer) in a single Program or an episode in a Series.

stet (d) and (e)

- (f) ~~Work permit fees paid by Performers in accordance with item (a) above shall be credited to the initiation fee prescribed by ACTRA for persons who become members of ACTRA.~~

stet (g) and (h)

- (i) Not Applicable ~~Eighty (80)~~ **One Hundred and Twenty (120)** Kilometres from Office .
The terms and conditions of this Agreement shall not apply to the engagement of Background Performers who are not members of ACTRA, at Production locations ~~eighty (80)~~ **one hundred and twenty (120)** kilometres or more from the nearest ACTRA office in all cities where ACTRA branches are located (~~120 km. in the case of Toronto~~). The Corporation shall give ACTRA members who reside within the vicinity of the location of the shoot preference of engagement.

stet remainder of Article.

C801

- (a) **Payment Net to Performers** The Contracted Fee, overtime and penalty provisions shall be net to the Performer, and no deductions whatsoever may be made therefrom, save and except those required to be made by law or by this Agreement.
All payment of fees must be made within fourteen (14) calendar days following broadcast or recording of a Program or completion of work, whichever is sooner.
Payments to Performers must provide the following basic information concerning the payment; Gross Fees, member dues or work permit deductions, Performer insurance and retirement contributions and deductions, Performer GST, Net Fees, name of the Production, name of the Episode, and nature of the payment.

stet remainder of Article

D801 When the Corporation requires a Performer to travel,

- (a) the Performer shall, if transportation and/or accommodation are not provided by the Corporation, be entitled to not less than:
- (i) Where authorized, the Corporation will pay actual transportation expenses on scheduled carriers covering economy air or first-class rail fare, taxis, or limousine service or a car mileage allowance of
- Per mile ~~————~~ \$0.44
Per kilometre ~~\$0.27~~ **\$0.45**

stet remainder of Article.

- D307 (new)** **Production Meetings** are meetings scheduled regularly or as required by the production executive to keep those working on a Production fully informed of the practical and artistic objectives of the Production and the progress of those objectives.

Subject to the availability of a Performer, where the Performer has been guaranteed rehearsal time, he or she may be called for a production meeting. The minimum call for such a meeting is two (2) hours. A production meeting may not include rehearsal, read-through, blocking, tutoring, paint and make-up, or any other work covered by this Agreement.

- E901 Insurance** The Corporation shall contribute an amount equal to ~~five~~ **six** percent (~~5%~~ **6%**) of the Gross Fees of each Performer who is a member of ACTRA, for insurance purposes. Insurance payments will not be paid on behalf of deceased persons. (Increase in contributions to begin following ratification.)

E904 All contributions and deductions required under this Article shall be payable by cheque to

- (a) the Union of British Columbia Performers, in respect of Productions in the Province of British Columbia, or
- (b) ~~the ACTRA I&R Fraternal Benefit Society (AFBS)~~, in the case of all other Productions.

stet remainder of Article

E908 Equalization Payments and Deductions

- (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 ~~eleven~~ **twelve** percent (~~11%~~ **12%**) 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 (Non-Members) (increase in contributions to begin following ratification), and

Comment [DJA1]: the change to 12% wasn't made in the CBC document, but I assume that's an oversight?

stet (a) (ii)

- (b) The Equalization Payments and deductions pursuant to this Article may be used and applied by ACTRA ~~and AFBS~~ for disposition in such manner and for such purposes as may be determined in ~~their~~ **its** absolute and unfettered discretion.
- (c) All contributions and deductions made pursuant to 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, or
 - (ii) ~~the AFBS~~ **ACTRA I&R**, in the case of all other Productions.

- ~~(d) With respect to Non-Member Equalization Payments and deductions received by AFBS and UBCP, AFBS and UBCP shall each retain an amount equal to ten percent (10%) of the Gross Fees received, and the balance shall be remitted to ACTRA.~~

SECTION H – NEW MEDIA (new section)

H1 – DEFINITION

H101 For the purposes of this Agreement, New Media consists of the Internet and other Digital Platforms. Digital Platforms are defined as all cbc.ca and radiocanada.ca sites, any CBC-branded sites, personal and mobile devices such as cellular, MP3 players, and wireless devices; as long as the Corporation is clearly identified as the content provider.

H102 Finished Recording A Finished Recording is defined as one Program/Production or one Series unit, per Articles B225 and B230.

H2 – CONTENT PRODUCED BY CBC EXPRESSLY FOR NEW MEDIA

H201 Payment

- (a) Payment of the minimum eight (8) hour daily rate, per the applicable Rate Schedule, shall permit up to five (5) Productions to be produced in one session (i.e., one work day).
- (b) For each Production beyond the five (5) produced in one work day session, the Corporation shall either
 - (i) pay an additional twenty-five percent (25%) of the minimum daily rate per Production
 - or
 - (ii) pay an additional minimum daily fee which shall allow the Corporation to produce up to five (5) additional Productions on that same work day.
- (c) Payment of fifty percent (50%) of the minimum daily rate shall permit a single Production of five (5) minutes or less to be produced in a four (4) hour session. Work beyond four (4) hours shall be paid at the applicable hourly rate up to and including the eighth (8th) hour of work. Thereafter, the overtime provisions of this Agreement shall apply.

H202 Additional Work Time and/or Overtime Payment for additional Work Time and Overtime shall be according to this Agreement.

H203 Declared Use of Content Produced by CBC Expressly for New Media Payment of the above fees shall entitle the Corporation to three hundred and sixty-five (365) days Use on all Digital Platforms and includes streaming and downloading.

H204 Reuse of Content Produced by CBC Expressly for New Media

- (a) For each additional three hundred and sixty-five (365) days of Use on Digital Platforms, fifteen percent (15%) of the current Base Fee shall be payable.
- (b) For each additional one hundred and eighty-three (183) days of Use on Digital Platforms, ten percent (10%) of the current Base Fee shall be payable.

H205 Reuse of Content Produced by CBC Under a Previous Agreement, Expressly for New Media Payment for reuse of such content on Digital Platforms shall be calculated using the current applicable Rate Schedule.

H206 Third Party Sales This Article will apply to the sale and distribution of content produced by CBC expressly for New Media

- (a) **Revenue-Generating Sales** When content produced by CBC expressly for New Media is used on third-party Digital Platforms, the Performer(s) shall receive ten percent (10%) of the Distributor's Gross Revenues received by the Corporation.
- (b) **Non-Revenue-Generating Sales** When content produced by CBC expressly for New Media is bartered, exchanged, or otherwise distributed for no licence fee, the Performer(s) shall receive ten percent (10%) of total original fees for unlimited use within a three hundred and sixty-five (365) day period.

H207 Use of Content Produced by CBC Expressly for New Media on CBC Television Should a Production originally produced by CBC expressly for New Media be broadcast on CBC television, a move-over fee of fifteen percent (15%) of the current Base Fee shall be paid to the Performer(s), which will entitle the Corporation to one (1) broadcast window. In addition:

- (a) There will be no additional payment (beyond the above-noted 15% Move-over Fee) required for a Production/Program or Series unit of five (5) minutes or less, originally produced by CBC expressly for New Media in one day and moved over to television.

Comment [DJA2]: I assume this actually refers to episodes of a series – should that be specified?

A payment of fifty percent (50%) of the minimum daily fee is required to be paid (in addition to the Move-over fee of fifteen percent (15%) of the current Base Fee) to the Performer(s) for each of the second (2nd) and subsequent Productions/Programs or Series units of five (5) minutes or less, originally produced by CBC expressly for New Media as a series on the same day, and moved over to television.

Comment [DJA3]: episodes?

- (b) There will be no additional payment (beyond the above-noted 15% Move-over Fee) required for a Production/Program or Series unit of more than five (5) minutes, originally produced by CBC expressly for New Media in one day and moved over to television.

Comment [DJA4]: I assume this actually refers to episodes of a series – should that be specified?

A payment of the minimum daily fee is required to be paid (in addition to the Move-over fee of fifteen percent (15%) of the current Base Fee) to the Performer(s) for each of the second (2nd) and subsequent Productions/Programs or series units of more than five (5) minutes, originally produced by CBC expressly for New Media as a series on the same day, and moved over to television.

Comment [DJA5]: episodes?

H3 – USE OF CONVENTIONAL PRODUCTIONS ON DIGITAL PLATFORMS

H301 Productions/Programs originally produced by CBC for broadcast on CBC Television may be used on Digital Platforms, upon payment of the following:

- (a) fifteen percent (15%) of the current Base Fee allows for 365 days of consecutive use on Digital Platforms, including on-demand streaming and downloading;
- (b) ten percent (10%) of the current Base Fee allows for 183 days of consecutive use on Digital Platforms, including on-demand streaming and downloading.

H302 Excerpts An Excerpt of five (5) minutes or less from a Production/Program which is currently being broadcast, or will be in an upcoming broadcast on CBC television network(s), may be used on Digital Platforms, upon payment of five (5%) of the current Base Fee for three hundred and sixty-five (365) days' Use.

H303 Promotion Per the Promotion provisions found in other sections of this Agreement.

Appendix S Letter of Understanding: ~~COUNTRY CANADA~~ SPECIALTY DIGITAL CHANNELS, INCLUDING BOLD.

In all instances, replace "Country Canada" with "Specialty Digital Channels, including Bold."

Radio

C301 Work Permits Persons who are not members of ACTRA engaged by the Corporation in a location where ACTRA has a business office shall apply for a work permit **when possible** at such business office and pay the appropriate work permit fee.

stet remainder of preamble, (a) and (b)

- (c) In the event that upon a seventh (7th) engagement a Performer does not wish to become a duly constituted member of ACTRA as provided for above, such Performer shall signify in writing his or her decision not to become a member of ACTRA, both to the Corporation and to ACTRA, and shall thereafter pay to ACTRA the appropriate work permit fee ~~described in item (a) above per engagement~~

stet (d)

C701 The applicable fee shall be net to the Performer, and no deductions whatsoever may be made therefrom, save and except those required to be made by law or by this Agreement. All fees must be paid within fourteen (14) calendar days following production of the program.

Payments to Performers must provide the following basic information concerning the payment; Gross Fees, member dues or work permit deductions, Performer insurance and retirement contributions and deductions, Performer

Comment [DJA6]: shouldn't "contributions" be "deductions"?

GST, Net Fees, name of the Production, name of the Episode, and nature of the payment.

D801 When the Corporation requires a Performer to travel,

- (a) the Performer shall, if transportation and/or accommodation are not provided by the Corporation, be entitled to not less than:
 - (i) Where authorized, the Corporation will pay actual transportation expenses on scheduled carriers covering economy air or first-class rail fare, taxis, or limousine service or a car mileage allowance of

Per mile — \$0.44

Per kilometre ~~\$0.27~~ **\$0.45**

stet remainder of Article.

E102 Variety Principal Payment shall be ~~one hundred and seventy-five percent (175%) of the principal rate, including the performance fee~~ **at Principal Performer rate, plus a step-up of seventy-five percent (75%) on the Principal Performer rate** and the additional work time rate.

E701 Insurance The Corporation shall contribute an amount equal to ~~five~~ **six** percent (5% **6%**) of the Gross Fees of each Performer who is a member of ACTRA, for insurance purposes. Insurance payments will not be paid on behalf of deceased persons. (Increase in contributions to begin following ratification.)

E704 All contributions and deductions required under this Article shall be payable by cheque to

- (a) the Union of British Columbia Performers, in respect of Productions in the Province of British Columbia, or
- (b) ~~the ACTRA I&R Fraternal Benefit Society (AFBS)~~, in the case of all other Productions.

stet remainder of Article

E706 Equalization Payments and Deductions

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stet (a) (ii)

- (b) The Equalization Payments and deductions pursuant to this Article may be used and applied by ACTRA ~~and AFBS~~ for disposition in such manner and for

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G103 Definitions For the purposes of this Agreement, the following definitions shall apply

stet (a) (i)

- (ii) sale or licensing for transmission by satellite ~~(outside Canada)~~.
Transmission on Sirius Satellite Radio shall be compensated per Article G108

stet remainder of Article

Note: Payments for material already transmitted on Sirius Satellite Radio are subject to retroactivity.

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H102 Finished Recording A Finished Recording is defined as one Program/Production or one Series unit, per Articles B216 and B217.

H2 – CONTENT PRODUCED BY CBC EXPRESSLY FOR NEW MEDIA

H201 Payment Payment of the Rate Schedule fees, with a two (2) hour minimum call, shall permit production of a Finished Recording of five (5) minutes or less.

H202 Additional Work Time and/or Overtime Payment for additional Work Time and Overtime shall be according to this Agreement.

H203 Declared Use of Content Produced by CBC Expressly for New Media Payment of the above fees shall entitle the Corporation to three hundred and sixty-five (365) days Use on all Digital Platforms and includes streaming and downloading.

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H207 Use of Content Produced by CBC Expressly For New Media on CBC Radio

Should a Production originally produced by CBC expressly for New Media be broadcast on any CBC radio network, a move-over fee of fifteen percent (15%) of the current Base Fee shall be paid, which will entitle the Corporation to one (1) broadcast window.

H3 – USE OF CONVENTIONAL PRODUCTIONS ON DIGITAL PLATFORMS

H301 Productions/Programs originally made for broadcast on CBC Radio may be used on Digital Platforms, upon payment of the following:

- (a) fifteen percent (15%) of the current Base Fee allows for 365 days of consecutive use on Digital Platforms, including on-demand streaming and downloading;
- (b) ten percent (10%) of the current Base Fee allows for 183 days of consecutive use on Digital Platforms, including on-demand streaming and downloading.

H302 Excerpts An Excerpt of five (5) minutes or less from a Production/Program which is currently on broadcast radio, or will be in an upcoming broadcast on CBC radio network(s), may be used on Digital Platforms, upon payment of five (5%) of the current Base Fee for three hundred and sixty-five (365) days' Use.

H303 Promotion Per the Promotion provisions found in other sections of this Agreement.

Housekeeping

Appendix N (Television) and Appendix M (Radio) are replaced by new Section H in both Agreements

Quarterly Meetings regarding CBC Excerpts – The Parties agree to meet quarterly to review the process by which excerpts from CBC programs are sold to outside broadcasters/producers.

Waivers (Television and Radio) – the Parties have agreed to meet to develop a mutually satisfactory protocol.

Rate Schedules: Radio – the Parties have agreed that salary grids should be labelled with categories of engagement.

Reciprocal Agreements – the Parties have agreed to develop a process of administering ACTRA, Equity and Uda Reciprocal Agreements.

ACTRA Membership List – the Parties have agreed that productions need access to a current membership list, and will develop a process to provide such access.

Rate Schedule 1: Television – Chorus 3 or 4 rate schedule to be amended.

For ACTRA

Stephen Waddell

Date

For CBC

Brigid Lumholst-Smith

Date