



ACTRA
PERFORMERS GUILD

AUDIO CODE

1978

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SECTION 1

GENERAL CLAUSES

ARTICLE 1 - APPLICATION AND RECOGNITION

- 101 The Engager recognizes the Association of Canadian Television and Radio Artists, hereinafter referred to as ACTRA, as the sole bargaining agent on behalf of members and those eligible for membership in ACTRA in the production of programs or audio recordings, except persons engaged as an instrumentalist, musician, or a conductor of a band or orchestra.
- 102 This Code of minimum rates and conditions shall govern all engagements of performers in the production of programs and audio recordings generally referred to as:
- 1) Audio tape, cassettes, cartridges, disks and other similar devices used for reproducing sound.
 - 2) Local and syndicated radio programs.
 - 3) Commercial recordings for retail sale, inclusive of tape, cartridge, disk, cassette or other such device.
 - 4) Film strips, slide films and audio training devices.
 - 5) Long playing repertoire recordings
 - 6) Audio recordings for sound and light productions
- 103 In the event that this document is silent in relation to new conditions of engagement, or forms or techniques or uses, of audio recordings, ACTRA shall consider any new conditions of engagement of performers in such circumstances upon written application through the office of the General Secretary.

ARTICLE 2 - PERFORMERS RIGHT TO NEGOTIATE ABOVE MINIMUMS

- 201 Nothing in this Code shall be deemed to prohibit a performer from obtaining or negotiating better rates and conditions of engagement than the minimum terms of this Code.
- 202 A performer engaged at rates and conditions in excess of the minimums provided herein shall continue to have the benefits and protection of the provisions of this Code in all respects.

ARTICLE 3 - LETTER OF ADHERENCE TO CODE

- 301 The Engager agrees to sign a Letter of Adherence (which is combined with the performer contract) to the terms, rates and conditions of this Code when engaging performers in the production of programs or recordings referred to herein.
- 302 Upon the affixing of the signature of the Engager or his representative, the Letter of Adherence shall constitute a binding obligation by the signatory person, company or entity or any companies which it now or in the future controls or manages to the terms, fees, rates and conditions of this Code. The text of such Letter of Adherence combined with the performer contract appears as Appendix "A" of this Code.

ARTICLE 4 - ACTRA MAY DECLARE ENGAGER UNFAIR

- 401 Failure by an engager to execute a Letter of Adherence as provided above shall automatically cause such engager or producer of recordings referred to herein to forfeit his rights under this Code and ACTRA may declare such engager an unfair engager.
- 402 Failure by an engager to abide by the terms, rates and conditions of this Code, particularly, but not limited to, the payment of contracted fees, rates, expenses, deductions and contributions to the ACTRA Insurance and Retirement Plan shall enable ACTRA to declare such Engager unfair upon ten (10) days notice in writing to the Engager.
- 403 In the event ACTRA declares an Engager unfair, ACTRA shall have the right to advise its members and the industry generally of such declaration in writing.
- 404 The Engager recognizes and agrees that members of ACTRA may not work for an unfair engager by reason of their obligations under the Constitution and By-Laws of ACTRA.

ARTICLE 5 - PERFORMER DEFINITIONS

- 501 Performer includes an actor, analyst, announcer, commentator, disc jockey, host, interviewer, master of ceremonies, moderator, narrator, newscaster, panelist, singer and sportscaster.
- 502 Principal Performer means a performer engaged to perform a role or character and who is required to speak more than 10 lines of dialogue or a performer who is the sole performer engaged in production of programs produced under the terms of this Code. (Each line shall not consist of more than 10 words).
- 503 Support Performer means a performer who is engaged to perform a supporting role or character and who is required to speak not more than 10 lines of dialogue. (Each line shall not consist of more than 10 words).
- 504 Group Singer means two (2) or more performers, except duo's, (who shall be defined as principal performers) engaged to sing.
- 505 Performer/Host means a person engaged to perform in any combination of announcer, disc jockey, host or commentator.
- 506 Variety Principal means a person engaged to perform in any combination of actor/singer/host (host shall include MC, moderator, or quiz master)

ARTICLE 6 - DEFINITION OF TERMS

- 601 Above-Minimum Fees means a performer's fee which is negotiated and contracted between the performer and the engager in excess of the minimum fees provided herein.

- 602 Audio Recording means a sound recording by any means whatsoever, including an audio portion of an audio-visual program or production excluding a sound or voice track for a motion picture.
- 603 Booking means notification by the engager and acceptance by the performer either directly or through an agent, of the time and place of an engagement.
- 604 Commercial Audio Recording means an audio recording on tape, cassette, cartridge, disk, or in any other form which is destined for sale to the public or for broadcast use.
- 605 Contracted Fee means the fee agreed upon at the time of the acceptance by the performer of the engagement.
- 606 Doubling - A performer is said to "double" when in addition to the part for which the performer is engaged, he/she performs another part provided that such other part contains more than one speech or a single speech of more than ten (10) words. It is not a "double" to participate in crowd noises.
- 607 Engager means the individual, company, corporation, or organization which controls, administers, directs, and is responsible for the production of any recording, whether or not he/she or it is or will be the copyright holder of the finished recording, or the authorized officers, employees or agents of such individual, company, corporation or organization.
- 608 Gross Fee means a fee for services and time provided by the performer to the engager, but exclusive of any money paid to the performer by the engager for expenses, such as meals, air fare, mileage, or other out-of-pocket expenses.
- 609 In-house Audio Recording means an audio recording on tape, cassette, cartridge, disk or any other form which is not for sale to the public but is produced exclusively for internal training purposes.
- 610 Program means a single entity portraying one story or theme or an episode in a series.
- 611 Slide Film. A slide film (including film strip or synchro slide) is a montage or sequence of individual photographic transparencies, VTR stills, still photographic prints or drawings which may be projected or shown, either manually or automatically in conjunction with a live commentary or recorded voice track, and which is not produced for broadcast on television, radio or cable transmitters. This section shall not apply to sound or voice tracks produced for use with motion pictures.

ARTICLE 7 - ACTRA REPRESENTATION

- 701 Performers shall at all times have the right to seek information and advice from ACTRA in connection with any engagement under the provisions of this Code.

- 702 ACTRA shall have the right to appoint a steward who shall have the responsibility to ensure the application of the provisions of this Code. Such steward shall have the right to visit the studio or location of production of recordings in order to verify the application of the provisions of this Code by agreement with the engager, which agreement shall not be unreasonably withheld.

ARTICLE 8 - OBLIGATIONS OF ENGAGER

- 801 Notification to ACTRA of Work Session. The Engager agrees to notify by telephone or in writing the nearest ACTRA office of a work session involving rehearsal or recording prior to the commencement of such work session.

- 802 Preference of Engagement. The Engager agrees that preference of engagement will be given to members of ACTRA. The Engager agrees that a primary requisite for the maintenance and growth of a Canadian talent pool is the provision of work opportunities for Canadian performers. The Engager recognizes that ACTRA may direct its members under certain circumstances to refrain from working with non-Canadian performers.

- 803 Performer's Call. Where possible, notice of performer's engagement shall be confirmed by the engager to the performer or the performer's agent and mutually understood forty-eight (48) hours prior to the session day. Terms of engagement shall include appropriate details regarding:

- Performance category and fee
- Location of work
- Identity of engager
- Identity of production house
- Time of call
- Type of recording
- Intended use of recording

The engager shall ascertain at the time of the booking that the performer is qualified for work by ACTRA.

- 804 Written Contracts. The Engager agrees that all engagements shall be confirmed by a written contract between the Engager and the performer on forms provided in Appendix "A" of this Code. Such contracts shall be executed in triplicate, with one copy issued to the Engager, one to the performer and one copy filed with the nearest ACTRA office within twenty-four (24) hours after the execution of the contract by the performer.

- 805 Qualification of Performers and Work Permits.

- (a) Local Programs Only. Members of ACTRA may work with performers who are non-members without the non-member being qualified to work by membership in ACTRA or by payment of a work permit, provided the ACTRA member is contracted for the engagement in accordance with the provisions of this Code in a program for broadcast on a local radio station only. (This shall not apply to programs produced for broadcast on Metropolitan Toronto or Montreal local radio stations).

The Engager shall provide the nearest ACTRA office with the names and addresses of the non-members in the cast for the purpose of granting a waiver of membership or work permit.

- (b) Syndicated Programs. The Engager agrees that when a program is intended for syndicated sale or distribution, ACTRA members may not work with persons who are not qualified to work either by membership in or a work permit issued by ACTRA.

In the event it is not possible to engage ACTRA members to fulfill all performing engagements, non-members of ACTRA shall pay a work permit fee for each program or episode in a series of programs for which they are engaged. The work permit fees to be paid to the nearest local office of ACTRA shall be:

All performers\$15.00 per program

- (c) No Syndication of Local Programs. The intent of Clause 805(a) above is to allow ACTRA members to work with non-qualified non-members on local programs only. Therefore programs produced as local programs engaging non-qualified non-members of ACTRA may not be subsequently sold or distributed by syndication.

806 Artistic Competence. The Engager assumes the risk of artistic competence of any performer engaged under the terms of this Code.

807 Correction Where Necessary. Where it is established that a performer is not receiving the rates and benefits required by the Code, the Engager agrees to correct immediately such shortcomings to correspond to the minimum terms, rates and conditions of this Code or the terms of the contract executed between the Engager and the performer, whichever is the higher.

808 ACTRA Insurance and Retirement Plan

- (a) The Engager shall contribute an amount equal to two percent (2%) of the gross fees of each performer and remit same to ACTRA Insurance Plan.
- (b) The Engager shall contribute an amount equal to seven percent (7%) of the gross fees of each performer and remit same to ACTRA Retirement Plan.
- (c) The Engager shall deduct an amount equal to four percent (4%) from the gross fees of each performer and remit same to ACTRA Insurance and Retirement Plan.
- (d) The contributions and deductions provided in (a), (b) and (c) above shall be remitted to ACTRA Insurance and Retirement Plan monthly, not later than the 15th day of each month.

809 Administration Fee in All Audio Recordings. The Engager shall pay to ACTRA a sum equal to one percent (1%) of the total talent fees paid to performers in all audio recordings (with a minimum payment of \$2.00 per program) as a fee for the administration of this Code. Such fees shall be remitted by the Engager to the nearest ACTRA office not later than the 15th day of each month.

ARTICLE 9 - POSTPONEMENTS AND CANCELLATIONS

- 901 If the time of scheduled work is changed from the hour of the original call to another hour on the same day, the following conditions shall apply:
- (a) If the change in time of call on the originally scheduled day of work is mutually agreed upon, no penalty shall be paid by the Engager.
 - (b) If the change in time of call to work is not mutually agreed upon, the performer shall be paid the original fee contracted for the original day of engagement.
- 902 If the engagement is cancelled and the performer is therefore unable to complete the engagement, the performer shall be paid one hundred percent (100%) of the original contracted fee.
- 903 If a production is cancelled for any reason, the Engager shall not be required to pay the performers provided that notice of such cancellation is received by the performer one week in advance of the first call and confirmed in writing.

ARTICLE 10 - CONVERSION PROHIBITED - OTHER USES

- 1001 The Engager or any other person, firm or enterprise shall not convert a recording or any part of a recording to any use other than the use for which the original recording was contracted.

ARTICLE 11 - RECALL

- 1101 Performers shall be paid in accordance with the rates provided in this Code except where the performer is called back for a re-take of a recording due to a technical fault, or a minor copy change not to exceed the minimum definition of a double role, in which case the performer shall be paid at the applicable hourly rate for each hour, or part thereof worked, with a minimum of four hours at the applicable additional work time rate paid to the performer for each recall of the appropriate performers rate quoted herein whichever is the lesser.

ARTICLE 12 - PAYMENTS TO PERFORMERS

- 1201 Payments Due in Two Calendar Weeks. The Engager shall pay each performer within a period of not more than fourteen (14) days from the very first call for work. All payments shall be mailed to the performer directly except where it is required by ACTRA that payments be forwarded to the local ACTRA office concerned and the Engager is so notified by ACTRA.
- 1202 Late Payment Penalty. In the event payment to the performer is late (more than fourteen (14) days from first day of work) and the reason for lateness is the responsibility of the Engager, his staff or his agents; the Engager shall pay a late payment penalty of two dollars (\$2.00) per day to each performer so involved.
- 1203 Period of Penalty Payments. Such penalty payments shall continue up to a period of thirty (30) days if payment is not forthcoming during this period.

1204 Engager Shall be Declared Unfair After Expiry of Thirty (30) Day Period.

If the Engager fails to make the required payments to performers after the expiry of thirty (30) days from the time the payment is due, ACTRA shall be empowered to declare the Engager an unfair engager without fear of claims or damages or any other action by the Engager against ACTRA, its officers or employees.

Notwithstanding the foregoing, nothing shall prevent an ACTRA member from pursuing a claim for monies due through the Courts in the event an engager fails to make the required payments.

ARTICLE 13 - BONDING

- 1301 Bonding. ACTRA reserves the right to require an Engager to post a bond, cash or other satisfactory security to ensure payments to performers. Upon the Engager meeting all obligations required by this Code and the contracts executed between the performer and the Engager being fulfilled, ACTRA shall return such bond, cash or other security less any amount required to fulfil the obligations of the Engager.

ARTICLE 14 - WORKING CONDITIONS

Whenever a performer's work hours are such as to normally require rest periods, lunch periods, meal breaks, overtime etc., the following conditions shall apply:

- 1401 Meal Periods. Performers shall be granted a meal period of one hour during normally accepted times of the day for a meal, but in no case shall the time from the commencement of work exceed five (5) hours before a meal period is provided to the performer.
- 1402 Work during Meal Periods. Where the exigencies of the production require, and the performer concerned agrees to work during a normally scheduled meal period, such performers shall be paid at double the rates for which the performer is engaged for such time worked.
- 1403 Rest Periods. Each performer shall be entitled to a five (5) minute rest period for each hour of work. Such rest periods shall not be observed at the commencement of work nor can they be accumulated and observed at the end of the session nor can they be waived.
- 1404 Overtime. Any time worked by a performer in excess of eight (8) hours shall be considered as overtime and shall be paid at the rate of time and one half the applicable additional work time rate unless otherwise specified in this Code.
- 1405 Toilet and Washroom Facilities. Adequate, clean and accessible toilet and washroom facilities shall be provided by the Engager.

1406 Travel and Expenses. When the Engager requires the performer to travel beyond a twenty-five (25) mile radius of the city centre (such as the city hall) or such other specified central point, as may be agreed upon by the Engager and the nearest ACTRA office, the performer shall be entitled to not less than:

- (a) Authorized actual transportation expenses on scheduled carriers covering economy air, or first class rail fare or such other transportation as bus or taxi; or an automobile mileage allowance of 20¢ per mile;
- (b) a per diem rate of sixty-five dollars and fifty cents (\$65.50) to cover all personal expenses (i.e. accommodation, meals, gratuities, etc.) when staying in a hotel or motel, as authorized. If the Engager elects to provide actual accommodation (in lieu of expenses) the per diem allowance for meals (if they are not also provided) shall be twenty-seven dollars and fifty cents (\$27.50).
- (c) All time spent in travel from one city to and from a location outside of the twenty-five (25) mile radius shall be paid for at the applicable additional work time rate in half-hour units to a maximum of 8 hours in any one calendar day.

SECTION 2

RATES AND FEES

FOR

**PERFORMERS IN RADIO PROGRAMS PRODUCED
FOR BROADCAST USE**

ARTICLE 15 - RADIO PROGRAMS PRODUCED FOR BROADCAST USE.
(inclusive of A.M. and F.M. uses)

SECTION 1 - PROGRAMS

1501 Minimum Fees for Performers in Radio Programs. The following minimum fees shall be paid to performers participating in a program or an episode in a series of programs. Payment of such minimum fees shall entitle the Engager to ONE broadcast use on one radio station in each market in Canada. For the purpose of this section a "market" shall mean one use in:

- (a) Calgary/Lethbridge/Medicine Hat
- (b) London/Wingham
- (c) Moncton/Saint John
- (d) Sudbury/Timmins/North Bay
- (e) Toronto/Hamilton
- (f) Windsor/Sarnia/Chatham
- (g) Each city in Canada not listed above shall be considered as a separate market.

1502 Minimum Fees.

(a) <u>Length of Broadcast</u>	<u>Principal Performers</u>	<u>Support Performer and Group Singers</u>	<u>Included Work Time</u>
3 minutes or less	\$25.00	\$20.00	(with a minimum guarantee equivalent to the 5 minute or less fee provided below)

Prepayment for Indefinite Use

Upon pre-payment to the performer of not less than 300% of the minimum fee defined above, a program of three (3) minutes or less in length may be distributed and used on Canadian radio in perpetuity.

Any use of the program outside of Canada shall require an additional step-up fee of not less than 300% of the minimum fee described above to be paid to a performer for a program of three (3) minutes or less.

5 minutes or less	\$ 30.00	\$25.00	1 hour
6 to 15 minutes	\$ 40.00	\$30.00	1 hour
16 to 30 minutes	\$ 50.00	\$45.00	3 hours
31 to 45 minutes	\$ 75.00	\$65.00	3 1/4 hours
46 to 60 minutes	\$100.00	\$85.00	4 hours

In the case of programs over 60 minutes, each performer shall be paid a rate of \$15.00 per fifteen (15) minutes or any part thereof of additional program length.

(b) Additional Work Time Rate.

For any time worked in excess of the applicable included work time (related to the length of program), the performer shall be paid at the rate of \$10.00 per hour up to and including the eighth (8th) hour of work on any day.

(c) Overtime Rate.

Any time worked in excess of eight (8) hours in any day shall be paid at the rate of \$15.00 per hour to the performer.

- 1503 Variety Principal. A performer engaged to perform in any combination of actor/singer/host (host shall include MC, moderator, quiz master) shall be paid as a variety principal and shall be paid an amount that equals not less than 200% of the actor's rate for the performance fee.
- 1504 Performer/Host. When a performer is engaged to perform in any combination of announcer, disc jockey, host or commentator, rates for such performer shall be determined following the procedure as outlined in Section 1, Article 103.
- 1505 (a) Local Program Rates. The performance fees provided herein may be discounted in accordance with the following schedule when the broadcast occurs on one A.M. or F.M. station in markets referred to below:

Vancouver	15%
Calgary	20%
Edmonton	20%
Winnipeg	20%
Ottawa	20%
Montreal	15%

In all other markets (except radio stations broadcasting for the Hamilton/Metropolitan Toronto market) a discount of 25% may be applied. There shall be no discounting of fees for use on any Hamilton/Metropolitan Toronto radio station.

- (b) Frequency Discounts. Where the performer has been guaranteed payment for a specific number of programs or episodes in a series of programs, the following discounts may apply:
- | | |
|------------------------|-----|
| 10 programs guaranteed | 5% |
| 15 programs guaranteed | 10% |
| 20 programs guaranteed | 15% |
| 25 programs guaranteed | 20% |
- (c) Maximum Discount 35%. The use of discounts in this Section shall not accumulate to a total of more than 35% of the performer's fee,
- 1506 Performer Editing. When a performer is called upon to edit written material for the performer's own use in commentary, sports, news, newscasts, narration or other similar performances (but not the writing of a script for drama, drama documentary, musical variety programs), the performer shall be paid a step-up fee of 50% of the applicable performance fee in addition to the performance fee paid for the engagement.

1507 Doubling:

- (a) A performer is said to "double" when in addition to the part for which he/she is engaged, he/she participates in another part, provided that such other part contains more than one speech or a single speech of more than ten (10) words. It is not a "double" to participate in crowd noises.
- (b) Each double shall be paid for at the rate of fifty-percent (50%) of the fee for which the performer was originally engaged.

SECTION 2 - RE-USE OF PROGRAMS

- 1508 (a) Re-Use of Local Programs on Radio Station on Which Program Originally Broadcast. For each use of a program or an episode in a series of programs on the local station on which the program was originally broadcast, the performer shall be paid an amount equal to 50% of the contracted fee, inclusive of any additional overtime or extra time worked.
- (b) Step-Up Program from Local Use to Syndicated Use. When a program or episode in a series of programs originally produced for local station use only is to be used for syndicated sale or distributed in Canada to other radio stations, and provided that all performers are ACTRA qualified performers, the following requirements shall apply:
- i) New contracts of performance shall be issued to performers concerned.
 - ii) The full applicable fees for syndication of a program shall be paid to the performers in addition to any original payments for local use.
- (c) Syndicated or National Re-Run.
- i) Upon payment to the performer of an amount equal to fifty percent (50%) of the contracted fee and extra work time, a program or an episode in a series may be distributed by syndication for a second use on each station in each market in Canada. A similar payment to the performer shall entitle the Engager to an additional use by syndication. The number of uses on a single station shall automatically determine the number of uses to be paid to the performer.

Prepaid Use.

- i) Upon payment to the performer of an amount equal to twenty-five percent (25%) of the contracted fee and extra work time CONCURRENTLY WITH FEES PAID TO THE PERFORMER FOR ORIGINAL PRODUCTION, a program or an episode in a series may be distributed by syndication for a second use on each radio station in each market in Canada.

OR

- ii) Upon payment to the performer of an amount equal to one hundred

percent (100%) of the contracted fee and extra work time CONCURRENTLY WITH FEES PAID TO THE PERFORMER FOR ORIGINAL PRODUCTION. a program or an episode in a series may be distributed by syndication for unlimited radio use in Canada.

- (d). Network Sale. Upon payment of additional fees of not less than the fees provided in Clause 1502 above, the engager shall be entitled to sell a program or an episode in a series to a radio network in Canada.

1509

Foreign Use.

- (a) The following re-use fees shall be paid to performers concerned in any program or episode in a series of programs broadcast outside of Canada:

i) United States of America. Upon distribution of a program to the United States of America, the producer or distributor shall pay to the performer(s) concerned, the following use fees:

- a) A program announced and scheduled for broadcast on any network (a group of 2 or more stations) - 100% of the contracted fee and extra work time

OR

- b) A program distributed by syndication for unlimited radio use - 200% of the contracted fee and extra work time.

ii) All Other Countries Except United States. A fee equal to an additional 100% of the contracted fee and extra work time fee paid to the performer which shall entitle the engager to unlimited use on radio in all foreign countries except the United States.

- (b) The above foreign use fees shall be paid to performers in advance of the first foreign broadcast of a program.
- (c) Failure to pay performers the above fees shall subject the engager to the provisions of Article 12 of this Code.

SECTION 3**RATES FOR PERFORMERS IN****AUDIO PRODUCTIONS AND PROGRAMS FOR NON-BROADCAST AND NON-COMMERCIAL USE**

Note: See Section 4 re. Fees for Performers in Audio Productions and Programs Distributed for Retail Sale, including the use of such audio recording as a component of a package sale with another product, such as, but not limited to, a sale of a book with an attached audio record.

ARTICLE 16 - MINIMUM FEES FOR PERFORMERS IN AUDIO PROGRAMS FOR NON-BROADCAST USE. (The minimum fees provided herein DO NOT include payment to performers for the use of audio recordings for RETAIL SALE)

1601 **Minimum Fees and Types of Use.** Performers engaged in production of programs described herein shall be paid not less than the fees provided hereunder. Such minimum fees shall apply to slide films, film strips, audio cassettes, audio cartridges, audio disks or similar audio devices or recordings made for use in the categories of programs described. Each performer shall have the right to negotiate fees in excess of the minimum fees.

<u>Types of Use</u>	<u>Included Work Time</u>	<u>Principal Performer</u>	<u>Support Performer</u>	<u>Length of Program</u>	<u>Fees in Excess of fifteen (15) minutes per program</u>
(1) Programs produced for use in a single non-commercial educational or public institution, inclusive of library use in such institutions (whether or not admission is charged)	1 hour	\$150.00	\$ 75.00	15 minutes	Pro-rated in units of 5 minutes or less
(2) Programs produced for use (i) in more than one non-commercial educational or public institution, or (ii) as sales promotion or a training aid, or (iii) as industrial or commercial programs for distribution to locations for which no admission is charged.	1 hour	\$225.00	\$125.00	15 minutes	Pro-rated in units of 5 minutes or less
(3) Programs for use at public events such as exhibitions and shows where admission is charged or where a fee is charged for use of an automated audio device or for use at major public events such as World Fairs, Olympic Games, PanAm Games, Canadian National Exhibition, Calgary Stampede, Man & His World, Pacific National Exhibition, and Sound and Light Recordings.	3 hours	\$400.00	\$200.00	15 minutes	Pro-rated in units of 5 minutes or less

When a performer is guaranteed payment in a written contract for two or more programs, the above noted fees may be discounted as follows:

Guaranteed payment for 2 programs	- 10%
Guaranteed payment for 3 programs	- 20%
Guaranteed payment for 4 or more programs	- 30%

1602 Minimum Fees for Performers in Training Cassettes.

(a) In-House Training Cassettes:

Performers engaged to read material for training cassettes and audio motivated teaching devices (non-commercial educational use), shall be paid not less than the following fees:

	<u>Fee</u>	<u>Included Work Time</u>	<u>Additional Work Time</u>
Principal reader	\$150.00	4 hours	\$25.00 per hour
Supporting reader	\$ 80.00	2 hours	\$25.00 per hour

(b) Commercial Training Cassettes:

Performers engaged to read material for training cassettes and audio motivated teaching devices (for sale to the public), shall be paid not less than the following fees:

	<u>Fee</u>	<u>Included Work Time</u>	<u>Length of Finished Tape</u>	<u>Fees in Excess of 1 hr. Finished Tape</u>
Principal reader	\$150.00	4 hours	1 hour)\$30.00/hr. of recording time for each 15 minutes of finished tape
Supporting reader	\$ 80.00	2 hours	1 hour)\$30.00/hr. of recording time for each 15 minutes of finished tape

1603 Doubling Fee. A performer who performs two (2) or more roles in one program shall receive an additional payment of not less than fifty percent (50%) of the performer's fee for a program which shall not be less than the fifteen (15) minute program length category, including additional work time.

1604 Additional Work Time. Any time worked in excess of the "Included Work Time" stipulated in Clause 1601 above, shall be paid at a rate of \$25.00 per hour.

1605 One (1) Year Limitation. Payment of the minimum fees provided herein shall entitle the Engager to the use of recorded performance in the category for which payment has been made for a period of one (1) year from the date of the completion of work by the performer or performers recorded in a program.

1606 Renewal of Use. Any use of a recorded performance produced under the provisions of this Article after the expiry of one (1) year shall require a re-use fee to be paid to each performer equal to an amount of one hundred percent (100%) of the original contracted fee and extra time worked. Such payment shall entitle the Engager to a further ten (10) years period of use. Each such renewal of re-use shall be registered with ACTRA. Further ten (10) year periods of re-use may be negotiated with performers concerned.

- 1607 Use Outside Canada. The recorded performance provided in this Article shall be used in Canada only. Any use outside Canada in addition to use in Canada shall require a foreign use step-up fee equal to an amount of one hundred percent (100%) of the contracted fee and extra time worked.
- 1608 No Broadcast Allowed. Recorded performances provided in this Article shall not be broadcast on television, radio, cable or by any other means to a remote audience.
- 1609 Change in Use for Which Original Payment Made. In the event the Engager wishes to extend the use for which a performer was paid at the time of original production, the engager shall notify ACTRA of the intended change and shall negotiate with the performer for such extended use. Any fees paid for such extended use shall not be less than provided in this Code. Such step-up fees shall be paid within thirty (30) days of such extended release or use.
- 1610 Local Discounts Performer's fees may be discounted in accordance with the following schedule only when production occurs in a market other than Metropolitan Toronto for use only in the market in which production occurs:
- | | |
|-----------|-----|
| Montreal | 15% |
| Vancouver | 15% |
| Calgary | 20% |
| Edmonton | 20% |
| Winnipeg | 20% |
| Ottawa | 20% |
- In all other cities (except Metropolitan Toronto) a discount of 25% may be applied.
- 1611 ACTRA/Actors' Equity Association Agreement. The terms and conditions of the ACTRA/Actors' Equity Association Reciprocal Agreement shall apply in all instances where a recording is produced to be used in conjunction with an Equity stage company.
- 1612 Writing and Research. Performers whose engagement includes the writing or researching of material for their own non-broadcast use of a program shall be paid the appropriate step-up fee in accordance with the provisions of this Code.

SECTION 4

MINIMUM RATES AND FEES

FOR

**PERFORMERS IN AUDIO RECORDINGS SOLD TO THE PUBLIC, INCLUDING
USE OF RECORDING IN CONJUNCTION WITH ANOTHER PROJECT**

ARTICLE 17 - COMMERCIAL AUDIO RECORDINGS FOR SALE TO THE PUBLIC

- 1701 Types of Recordings. The provisions of this Article shall apply to all types of commercial audio recordings on tape, cassette, cartridge, disk or in any other form.
- 1702 Single Recording. The rates provided herein shall apply to each (or single) recording.
- 1703 Work Session Fees for Performers. Performers engaged in the production of recordings described in this Article shall be paid not less than the following fees for the production of an audio recording of any type:
- (a) One Performer in Recording: (except singers)
- i) \$150.00 for each fifteen (15) minutes or part thereof of finished recording.
 - ii) Three (3) hours of work time included.
 - iii) \$25.00 per half hour for each half hour or part thereof for time worked in excess of the third (3rd) hour.
 - iv) Additional Recording. For each five (5) minutes or part thereof of finished recordings, the performer shall be paid an amount not less than \$50.00. Such additional recording shall be on the same program.
- (b) More Than One Performer. (except singers). Where more than one performer (except singers) is engaged in any category of performance, such performers shall be paid not less than:
- i) \$90.00 for each fifteen (15) minutes or part thereof of finished recording.
 - ii) Three (3) hours of work time included.
 - iii) \$25.00 per half hour for each half hour or part thereof for time worked in excess of third (3rd) hour.
 - iv) Additional Recording. For each five (5) minutes or part thereof of additional finished recording, the performer shall be paid an amount not less than \$25.00.
- (c) Doubling
- i) A performer is said to "double" when in addition to the part for which he/she is engaged, he/she participates in another part, provided that such other part contains more than one speech or a single speech of more than ten (10) words. It is not a "double" to participate in crowd noises.

- ii) Each double shall be paid for at the rate of fifty percent (50%) of the fee for which the performer was originally engaged.

1704 Fees for Singers.

<u>Category</u>	<u>Rate:</u>
Soloist	\$50.00 per hour for each five minutes (or part thereof) of finished recording. Minimum three (3) hour work session. Additional work time rate: \$25.00 per half hour (in excess of three hours) for each recording.
Group Singers (3 or more singers)	\$25.00 per hour for each five minutes (or part thereof) of finished recording. Minimum three (3) hour work session. Additional work time rate: \$12.50 per half hour (in excess of three hours) for each recording.

ARTICLE 18 - FEES FOR SINGERS ON "LONG PLAYING" AUDIO RECORDINGS
(including audio tape, cartridges, cassettes, etc.)

Rates for long playing recordings for choirs in repertoire pieces only or choral work exceeding four (4) minutes in length. Repertoire shall be defined to mean a rehearsed entity ready for performance prior to engagement of performers.

<u>No. of Performers</u>	<u>Fee</u>	<u>Included Work Time</u>	<u>Minimum Guarantee for each work session per record</u>
1-6	\$30.00 for each 4 minutes of finished recording or portion thereof.	¼ hour for each 4 mins. recording or portion thereof.	\$120.00
7-13	\$17.00 for each 4 minutes of finished recording or portion thereof.	¼ hour for each 4 mins. recording of portion thereof.	68.00
14-20	\$14.00 for each 4 minutes of finished recording or portion thereof.	¼ hour for each 4 mins. recording or portion thereof.	56.00
20 & over	\$12.00 for each 4 minutes of finished recording or portion thereof.	¼ hour for each 4 mins. recording or portion thereof.	48.00

ARTICLE 19 - "DEMO" RECORDINGS

- 1901 A "Demo" recording may be made, which shall not be sold or broadcast, for the purpose of demonstrating sales value or technical quality. All performers shall be paid a rate equivalent to fifty percent (50%) of the rates provided in this Article, with one hour of included work time.

- 1902 A "Demo" recording shall be considered destroyed following a period of six (6) calendar months from the date of last recording session.
- 1903 Use of a "Demo" recording for sale or broadcast shall incur a penalty to the engager of three hundred percent (300%) of the regular rate applicable to the category of performance provided in this Article, in addition to the "Demo" fees paid to talent. Payment of such fees does not limit the performer from seeking legal redress if use of the "Demo" recording reflects unfavourably on the performer.

ARTICLE 20 - IN-FLIGHT ENTERTAINMENT AUDIO RECORDINGS

2001 The following is the fee structure for performers engaged in the production of In-Flight entertainment tracks based upon the following criteria:

- (a) The track is for the exclusive entertainment use on the airline for which the audio track is produced
- (b) Discounts may be applied to the fee provided herein only when the performer is guaranteed payment by a written contract.
- (c) Use of each track is limited to not more than two (2) months.

FEE: \$150.00 per track - 1 hour included work time.

The above fee may be discounted as follows:

Guaranteed payment to performers for 2 tracks	-	10%
Guaranteed payment to performers for 3 tracks	-	20%
Guaranteed payment to performers for 4 tracks		
	or more	- 30%

SECTION 5

MINIMUM RATES AND FEES

FOR

PERFORMERS IN RADIO STATION I.D.'s

ARTICLE 21 - RECORDING OF RADIO AND TELEVISION STATION I.D.'s

2101 Minimum Fees Per Recording Session (Per Station)

	GROUP SINGER	SOLO SINGER	ANNOUNCER (Call Letters Only)
Radio Station ID's Major Markets	\$15.00 per track per performer	\$25.00 per track per performer	\$10.00 per track per performer
Radio Station ID's Minor Markets	\$10.00 per track per performer	\$25.00 per track per performer	\$10.00 per track per performer
Television Station ID's - Major and Minor Markets	\$15.00 per track per performer	\$25.00 per track per performer	\$10.00 per track per performer
Included Work Time Per Session Per Station	Two hours and six tracks	Two hours and six tracks	One hour and six tracks

2102 (a) Major Markets. The "major market" cities for the purposes of determining rates per Article 2101 are Montreal, Toronto, Vancouver, Ottawa, London, Windsor, Winnipeg, Calgary, Edmonton, Hamilton, Quebec City, Kitchener/Waterloo, Victoria and Halifax/Dartmouth.

(b) Minor Markets. The "minor market" cities for the purposes of determining rates per Article 2101 are all cities other than the cities listed as major markets in 2102(a) above.

2103 Additional Work Time. \$5.00 per half (½) hour or part thereof.

2104 Recall. If recall is made to modify existing tracks within six (6) months of the original date of recording - minimum payment, one (1) hour and three (3) tracks per station.

2105 Demo Rate. Fifty percent (50%) of the rates found in 2101 above.

2106 Doubling. Singers providing an additional track or tracks for multiple track I.D.'s shall be paid an additional one hundred percent (100%) per track.

2107 Use Entitlement. Payment to the performers of the minimum fees provided herein shall entitle the use of the I.D.'s produced for a period of one (1) year from the date of production. Any use of the I.D.'s after the expiry of one (1) year shall require a re-use fee to be paid to each performer equal to an amount of fifty percent (50%) of the original contracted fee and extra time worked. Such payment shall entitle the engager to a further year of use. Any subsequent periods of use shall be governed as prescribed herein.

ARTICLE 22 - PROGRAMS AND AUDIO RECORDINGS RELEASED VIA RADIO SATELLITE

- 2201 Prior to any sale or release of a program or recording via satellite, permission must be obtained from ACTRA by writing to the General Secretary of ACTRA at the National Office, Toronto, Ontario. ACTRA will advise the engager of rates and conditions applicable to such satellite transmission on the basis of its international commitments and arrangements mutually agreed upon between unions representing performers (and writers) in various countries and ACTRA.

Use of programs or recordings via satellite without following the above-noted procedure is prohibited.

SPECIAL NOTE:

Minimum rates for performers engaged in dubbing or lip synchronization are included in ACTRA/CAMPP/CFTA/NFB Independent Producer Agreement.

ARTICLE 23 - DURATION

- 2301 This Code of rates and conditions for performers in audio recordings has been issued by the Association of Canadian Television and Radio Artists (ACTRA) following ratification by the members of the Association by referendum vote and shall remain in full force and effect until December 31st, 1978 unless extended for a further period of time by decision of the National Executive of ACTRA.
- 2302 In the event that ACTRA wishes to renew, terminate or change the terms and conditions of this Code, ACTRA will provide appropriate written notice to Engagers ninety (90) days prior to the effective date of such renewal, termination or amendment.

Donald R. Parrish, President

William Fulton, 1st Vice-President

Victor Knight, 2nd Vice-President

Lorraine Thomson, Treasurer

Paul Siren, General Secretary