

ARTICLE 1 – RECOGNITION, SCOPE AND APPLICATION

- 101 CTV Recognizes ACTRA as the sole bargaining agent for performers engaged by CTV for the production of programs for broadcast (save for the exclusions contained in Article 2 hereof).

For the purpose of this Agreement, when CTV enters into a contract with any person or corporation for the provision of services of a performer, such performer shall be deemed to be a performer engaged by CTV.

- 102 This Agreement shall apply to all performers as defined herein participating in programs produced live or recorded by any means whatsoever for distribution by syndication or by any other method. This includes the sale and distribution of such programs to broadcasting outlets situated with and/or beyond the boundaries of Canada.

- 103 This Agreement represents minimum rates, fees and working conditions. All persons engaged in any category of performance within the scope of this Agreement shall be compensated at rates not less than those provided herein and not be subject to working conditions that are less favourable than the provisions of this Agreement.

- 104 The parties acknowledge that the performers represented herein by the Alliance are self-employed. However, if any or all of the performers be declared by any third party, the decisions of which are legally enforceable, to have the status of employees, the parties agree that, with respect to such performers and pursuant to the applicable Provincial or Federal legislation, the Agreement shall recognize the Alliance as the exclusive bargaining agent for a unit of such employees.

Notwithstanding its application as a collective agreement, this Agreement shall, in addition, continue in full force and effect to govern the conditions of engagement of performers not declared to be employees.

ARTICLE 2 – EXCLUSIONS

- 201 Exclusions. Save and except for members of ACTRA as provided in clause 203 hereof, the following classifications of performer shall not be covered by the terms of this Agreement.

- (a) a person performing as a staff announcer;
- (b) a person performing as an instrumentalist, musician or conductor of a band or orchestra;
- (c) a member of the public appearing incidentally as a part of a public event or as a member of a studio audience, providing such person does not receive individual coaching or direction;

- (d) a contestant participating in a quiz program, game program or beauty pageant, except where such contestant is rehearsed to develop an individual characterization;
- (e) a person holding or a candidate for public office when participating in a program on political affairs;
- (f) a person who participates in a religious broadcast, but excluding a dramatized program on a religious theme;
- (g) a dancing group, choir or chorus of any ethnic, religious, military, educational, cultural or philanthropic organization not operated for the profit of its individual members. Any such group may appear a maximum of two (2) occasions on CTV in any twelve (12) month period and only on a program in which it does not replace a professional group.
- (h)
 - (i) an amateur athlete demonstrating any aspect of the sport in which he/she specializes;
 - (ii) an athlete participating in a sporting event being interviewed before, during or after the event;
- (i) a teacher, student or person appearing as himself/herself, engaged in a curriculum oriented, educational program;
- (j) a contestant on any bona fide amateur talent opportunity program which involves competition out of which a winner is chosen on each program, provided that such contestant shall be limited to three (3) appearances on CTV as an amateur on any such series in any twelve (12) month period. The competitions referred to specifically do not include complete plays or operas, but will include contestants, either individually or as groups, to present excerpts from plays or operas;
- (k) a member of the armed forces of Canada when appearing in any television program primarily for the purpose of displaying military ceremony or for the purpose of recruitment, education or information relating to the armed forces;
- (l) a child under sixteen (16) years of age appearing as himself/herself;
- (m) a reporter, analyst, or commentator, or a full-time employee of CTV when appearing in any news program;
- (n) a person appearing as himself or herself at work or at home or in a situation related to the person's daily life appearing in any news program.

202 Partial Exclusions. A person in any of the following categories may be engaged to appear up to four (4) times in any twelve (12) month period without being qualified by a work permit issued by ACTRA or by membership in good standing in ACTRA, but on the fifth (5th) and following occasions shall become qualified by obtaining work permits or membership:

- (a) an interviewer or interviewee;
- (b) a person speaking or commenting with special knowledge on a particular topic by reason of training or experience.

- 203 ACTRA Member Not Excluded. When a member of ACTRA is engaged in any of the above excluded categories, except 201(e), (h) and (k), the rates and conditions of this Agreement shall apply to such members unless the ACTRA member involved is, or becomes a regular full-time employee of CTV in any category covered by clause 201(a), 201(m) or 202 above. The participation of an ACTRA member in an excluded category shall not require the qualification of non-ACTRA participants who also appear in excluded categories of performance.
- 204 A performer may apply to the General Secretary of ACTRA to be granted a waiver when appearing for self-promotion purposes only. This shall not apply if the performer is actually performing (for example: a singer singing).

ARTICLE 3 – PERFORMER DEFINITIONS

- Persons covered by this Agreement shall be any performer engaged to appear on-camera or whose voice is heard off-camera in any way whatsoever, and/or in warm-up and after shows.
- 301 Principal Performer. The principal performer category shall include any person engaged as a principal actor, announcer, commercial announcer, cartoonist, commentator, dancer (solo or duo), singer (solo or duo), host, narrator, master of ceremonies, puppeteer or skater (solo or duo).
- 302 Performer. The performer category shall include any person engaged as an actor, model or demonstrator.
- 303 Principal Actor. A principal actor means any person engaged to speak or mime eleven (11) or more lines of dialogue or lyrics, or a person engaged to perform a major role without dialogue (e.g. screenplay “Johnny Belinda”).
- 304 Actor. And actor means any person engaged to speak or mime ten (10) lines or less of dialogue or lyrics, or a person engaged to perform a supporting role, or whose performance constitutes an individual characterization notwithstanding the absence of dialogue.
- 305 Extra. Means a performer who is not required to give individual characterization or speak or sing any word or line of dialogue. Ad lib crowd noises, and/or singing and/or recital of certain commonly known verses, in crowd scenes when no words or music have been supplied and when such crowd noises and/or singing and/or recital has not been rehearsed as a directed entity shall not be deemed to be dialogue.
- 306 Cartoonist. Cartoonist means a performer who draws cartoons or caricatures as part of a performance.
- 307 Chorus Performer. Chorus performer means a performer engaged to appear in a program in the combined categories of group singer, group dancer and extra.

- 308 Dancer.
- (a) Dancer. Dancer means a performer engaged to dance either alone or with others.
 - (b) Group Dancers. Group dancers mean two (2) or more dancers, except duos, engaged to dance.
- 309 Host. Host means a performer who introduces or links segments of a program. Included among the categories of a “host” are:
- (a) Master of Ceremonies;
 - (b) Moderator;
 - (c) Quiz Master;
 - (d) Interviewer.
- 310 Model or Demonstrator. Model or demonstrator means a performer engaged to display or physically illustrate a product, idea or service.
- 311 Narrator or Commentator. Narrator or commentator means a performer engaged to perform narrative material or commentary on or off-camera.
- 312 Photographic Double. Photographic double means a performer engaged to substitute for a member of the cast during on-camera long shots and other scenes in which the photographic double is not recognized.
- 313 Puppeteer. Puppeteer means a performer who manipulates a puppet, or gives character to, or animates, an inanimate object by manipulating that object. Should a puppeteer be required to provide voicing, additional payment equal to the fees for off-camera performer shall be required.
- 314 Singers.
- (a) Singer. Singer means a performer engaged to sing either alone or with others to give vocal renditions of musical composition(s).
 - (b) Group Singers. Group singers mean two (2) or more performers, except duos, engaged to sing.

- 315 Special Skill Extra. Means an extra who is engaged to perform special silent business which requires a level of physical proficiency or physical skill superior to that of the average person, provided that such level of physical proficiency or skill shall be deemed to exclude stunt work as defined in this agreement. Examples of special silent business are:
- (i) water skiing, diving, skin or scuba diving;
 - (ii) driving any motor vehicle requiring a chauffeur's license;
 - (iii) any sport where a superior skill may be required such as, but not limited to baseball, football, skiing, hockey, soccer and horseback riding.
- 316 Specialty Act. Specialty act means any packaged act, either individual or group which is available except for camera rehearsal as a rehearsed entity, ready for performance prior to engagement.
- 317 Sportscaster. 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.
- 318 Stand-in. Stand-in means a performer engaged to replace physically another performer during the set-up period.
- 319 Stunt Performer. Stunt performer means a person engaged for the performance of assignments which are dangerous or require special skills.
- 320 Understudy. Understudy means a performer whose services are retained for the purpose of learning another performer's part so as to be ready and able to substitute for or replace such other performer at a moment's notice.
- 321 Variety Principal. Variety principal means a performer engaged to appear in any combination of the categories or actor/singer/host/dancer.
- 322 Off-Camera Performer. Off-camera performer means a performer engaged to provide off-camera voicing, and who is not involved in an on-camera performance.
- 323 Staff Announcer. Staff announcer means a regular full-time employee of CTV, employed to deliver non-commercial messages, news and/or network continuity material.
- 324 Freelance Announcer. Freelance announcer means a performer engaged by CTV, to perform duties as provided for a staff announcer, but who is not a regular full-time employee of CTV.

325 Choreographer. Choreographer means a performer who creates and/or stages dance numbers. (N.B. Fees for choreographers are subject to individual negotiation.)

ARTICLE 4 – DEFINITION OF TERMS

401 Audition. Audition means the visual and/or oral auditions, with or without cameras, which may be recorded, of a performer or group of performers for the purpose of determining his/her or their value as performers for television and/or suitability for given roles.

402 Availability Enquiry. Availability enquiry means an approach to a performer regarding his/her interest and availability for an engagement.

403 Booking. Booking means notification to a performer and acceptance by him/her of an engagement on a definite date or dates.

404 Call. Call means notification to a performer of the place, hour and date of commencement of work.

405 Commercial Message. Commercial message means any message pertaining to a sponsor, its products and/or services, except that the mention of a sponsor's name and/or products and/or services only does not in itself, constitute a commercial message.

406 Contracted Fee. Contracted fee means the fee for performance and guaranteed work time shown in the performer's contract.

407 Dubbing. Dubbing means a voice synchronization to on-camera performance or animation and shall include:

- (a) Lip Synchronization which means the voice synchronization by a performer off-camera to match the on-camera performance of another performer or voice synchronization by a performer off-camera to match a filmed animation.

408 Episode. Episode means one (1) unit of a production in any series as defined in this Article.

409 Full-Time Employee. Full-time employee, for the purpose of this agreement, shall mean any performer employed on a full-time basis, receiving all the benefits lawfully accruing to persons with CTV employee status, including but not limited to, eligibility for Unemployment Insurance, vacation with pay, basic hospital and welfare plan, and participation in the CTV pension and Supplementary Insurance Plan. Reasonable verification of employee status, as defined herein, shall be provided to ACTRA upon request, on an individual basis.

- 410 Line of Dialogue. Line of dialogue means a line of script not exceeding ten (10) words.
- 411 Overscale Fee. Overscale fee is a 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 performer's fee or fees at overscale rates may or may not apply to overtime fees, step-up fees, prepayment fees, or any other additional or supplementary fees, depending on what is stipulated in the individual contract between the performer and the engager. In no case shall late penalty payments be credited to overscale fees.
- 412 Performer's Gross Fees. For the purpose of this Agreement, gross fee(s) shall mean the performer's contracted fee including all work time at hourly and overtime rates, penalty payments and payments made for reuse, distribution, sale, etc.
- 413 Pilot. Pilot is a program which is produced as one of a projected series of programs to enable the producer to determine whether he/she will produce the series at a later date.
- 414 Post Synchronization. Post synchronization means the voice synchronization by a performer of his/her voice to his/her own on-camera performance.
- 415 Producer. Producer shall mean the person, individual company, corporation or organization who controls, finances, administers, directs and is responsible for the production of any film or program or the authorized officers, employees or agents of such person, individual company, corporation or organization.
- 416 Risk Performance. Risk performance means the undertaking of any action by a performer which could be considered dangerous, beyond the performer's general experience, or placing of the performer in a position which would normally be considered hazardous.
- 417 Series. Series shall include the following forms of series programs:
- (a) Episodic Series. A series of programs, each complete in itself, held together by the same title or identifying device, common to all the programs in the series, plus main characters common to many or all the programs.
 - (b) Serial. A series of programs in which , generally, the same characters carry on a continuing narrative.
 - (c) Unit Series. A series of programs, each complete in itself, held together by the same title, identifying device, or a personality (as distinguished from a character) common to all programs in the series.

- 418 Single Unit. Single unit means a program intended for broadcast as a single show, broadcast or program, and not as a part of a unit series, episodic series or series or serial.
- 419 Warm-up and After Show. Warm-up and after show means planned entertainment for studio audiences either before, during or after the program.
- 420 Magazine Program. Magazine program means a program composed of segments, such as, but not limited to, talk items, dramatic items, musical segments and panel discussions, with all segments integrated by a Host. Performers engaged to appear in a segment of fifteen (15) minutes or less in duration, shall be paid not less than the appropriate category of performance minimum rate for a fifteen (15) minute program.

ARTICLE 5 – OBLIGATIONS OF CTV

- 501 Performer Must be Qualified. CTV shall not require a performer to work in any program with any other person who is not qualified to work by a membership in ACTRA or by holding a work permit or waiver issued by ACTRA, except in the case of persons excluded in Article 2 of the Agreement.
- 502 Artistic Competence. CTV assumes the risk of artistic competence of a performer.
- 503 Production Information. CTV shall submit to the steward appointed by ACTRA prior to the commencement of work or rehearsal the shooting schedule and call sheet for each scheduled day of work with the following information when known on the form reproduced in Appendix “G”.
- (a) Name of producer (where independent producer involved);
 - (b) Title of production;
 - (c) Rehearsal and production dates and locations;
 - (d) Cast list of performers and extras including excluded categories.

In the event such information is not available prior to the first scheduled work day, by mutual agreement, properly documented between an authorized representative of ACTRA and CTV, such information will be supplied as soon as available.

- 504 Performer’s Right to Negotiate. CTV shall not restrict the rights of the performer to negotiate terms (including rates) and conditions in excess of the minimum provisions of this Agreement. 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.

- 505 Assignment of Fees. All payments shall be made directly to the performer unless written authorization has been received by CTV from such performer authorizing payment to another party.
- 506 Access to Studio or Location. An accredited representative of ACTRA shall be admitted with permission from a CTV representative to the place where performers are working in a production. Such permission shall not be unreasonably withheld.
- 507 Stewarding Fees. In recognition of the need for administering the terms of this Agreement to the mutual benefit of ACTRA and CTV, CTV agrees to contribute toward the cost of stewarding, a sum equal to one percent (1%) of the gross fees paid to all performers engaged by CTV, and whose engagement is within the scope of this Agreement. This sum will be remitted to ACTRA on the fifteenth (15th) day of each month in respect to the gross fees paid during the preceding calendar month. For the purpose of this clause, the “gross fees” shall not include payments made to a performer for reuse, distribution or sale of a program.
- 508 Independent Producer. In the event that CTV engages or commissions an independent producer to produce a program, and where no agreement exists between the independent producer and ACTRA, CTV shall in any agreement with such producer, include a provision requiring such independent producer to conform to terms and conditions of this Agreement by means of a Letter of Adherence provided in Appendix “E”.
- 509 Maintenance of Records. When required by ACTRA, CTV shall furnish ACTRA with a copy of any or all of the following information relating to any designated performer whose engagement is under the terms of this Agreement.
- (a) Name of performer or performers engaged and categories of performance;
 - (b) Date or dates of services rendered by a performer or performers;
 - (c) Amounts paid for such services;
 - (d) The hours worked;
 - (e) The name and number of the program or episode in a series of programs;
 - (f) The date of first television use;
 - (g) Any reuse of a program, by providing dates and nature of reuse and payments made to performers concerned;
 - (h) Such records need not be retained beyond a period of six (6) years.

ARTICLE 6 – ACTRA OBLIGATIONS

- 601 Professional Conduct. ACTRA undertakes to promote and demand professional conduct as provided for in the ACTRA Constitution and By-laws from its members who are engaged to perform under the terms of this Agreement.

- 602 Performers to Report to CTV. Performers shall report to the CTV producer or his deputy before leaving the studio or location following the completion of scheduled work. Prior to leaving a work location, the performer shall sign a work and call record and ensure that a representative of CTV 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.
- 603 Stewarding Duties. ACTRA shall assign a steward to CTV productions and CTV will be notified of such an appointment by ACTRA. Among the duties of the steward, shall be:
- (a) to verify that all performers are qualified by ACTRA;
 - (b) to receive and, where possible, adjust complaints or grievances of performers and CTV;
 - (c) to generally enforce and administer the provisions of the Agreement at the studio or on location;
 - (d) to ensure that the daily work and call record is maintained for performers and extras.

ARTICLE 7 – QUALIFICATIONS OF PERFORMERS

- 701 Canadian Performer. CTV agrees to give preference of engagement to Canadian performers. For the purpose of this Agreement, a “Canadian performer” shall be defined as a Canadian citizen or a person who has obtained landed immigrant status in Canada.
- 702 Work Permits. On application of persons who are not members of ACTRA when engaged by CTV as performers, ACTRA agrees to the following procedure for their engagement:
- (a) Canadian performers shall pay a work permit fee to ACTRA for each of their first six (6) engagements as follows:

| | <u>June 1/90</u> |
|---|------------------|
| (i) Performers, group singers and group dancers | \$28.40 |
| (ii) All other categories | \$67.00 |
 - (b) On the seventh (7th) engagement by CTV, a Canadian performer shall, prior to commencement of work, become a member of ACTRA in accordance with the applicable provisions of the ACTRA Constitution, unless the provisions of 702(c) apply.

- (c) In the event that upon the seventh (7th) engagement a performer does not wish to become a duly constituted member of ACTRA as provided above, such performer shall signify his/her decision not to become a member of ACTRA in writing to both CTV and to ACTRA and shall thereafter pay to ACTRA a work permit fee of:

June 1/90 \$46.30

per engagement. An engagement shall, for the purpose of this Agreement, mean an engagement as a performer in a single program or an episode in a series.

- (d) A Canadian performer may apply to become a member of ACTRA in accordance with the provisions of the ACTRA Constitution. Work permit fees paid by performers in accordance with the above provisions shall be credited to the initiation fee prescribed by said Constitution.
- (e) Non-Canadian Performer. Subject to clause 701 herein, where the performer required is not available from among Canadian performers, or where because of certain co-production requirements, the engager must use a non-Canadian performer, the following procedure shall apply:

Except where a reciprocal agreement between ACTRA and another performers' union provides otherwise, persons who are not Canadian performers shall pay a work permit fee of:

June 1/90 \$130.20

for each of the first eight (8) engagements per year. For the remainder of the year under any one (1) contract, the work permit fee shall be:

June 1/90 \$61.10

per engagement.

- (f) Notwithstanding the above, extras shall be granted a work permit upon payment of:

June 1/90 \$15.60

to ACTRA for each engagement. This work permit fee shall not be credited towards the ACTRA initiation fee.

ARTICLE 8 – CONDITIONS OF ENGAGEMENT

- 801 Booking of Performers. A performer shall not be bound or committed to CTV in any way until such time as the performer is booked or a contract is executed for an engagement. CTV shall follow the following procedure in booking a performer:
- (a) The booking shall be confirmed in writing to the performer within five (5) days of the booking.
 - (b) CTV shall notify the performer of the part to be performed, date, time and place of production or work, a work schedule, the fee or fees to be paid, wardrobe requirements and other basic requirements of the engagement, including whether the performer is called upon to undertake a risk in the portrayal of the role.
- 802 Failure to Book as Required Above. Notwithstanding the provisions of Article 10, should CTV fail to abide by the procedure provided in clause 801 above, CTV agrees that ACTRA shall have the right to instruct its members to refrain from providing services to CTV and that ACTRA’s instructions and action shall not be considered as a breach of this Agreement.
- 803 Contract to be Completed. CTV shall not require any performer to commence work on a production prior to such performer having agreed upon all terms of the engagement. Except for extras, such agreement shall be expressed in the form of an executed contract between the performer and CTV. The engager shall not submit a contract to a performer without having first applied the engager’s signature.
- 804 Standard Contract Form. Performers’ written contracts shall be on the forms which are provided in Appendix “B” of this Agreement including all provisions and clauses relating to the full terms of the performer’s contract for the engagement. The following number of copies of such contracts will be completed by the performer and a representative of CTV:
- 1 to CTV
1 to performer
- and a copy of such contract will be forwarded by CTV to ACTRA.
- 805 Performer Contracts Must Conform to Agreement. Contracts with individual performers shall conform to the provisions of this Agreement. Where any contract or conditions of work fails to provide the performer rates, fees and conditions in accordance with the minimum terms of this Agreement, CTV shall immediately

revise the contract to do so and provide such redress as may be due to the performer.

ARTICLE 9 – INDEMNITY

901 CTV shall indemnify any performer against all legal costs and any judgment arising out of a script supplied to him/her by CTV and enacted as directed by CTV. The performer agrees to notify CTV in writing of any action, within thirty (30) days of receipt of notice of such action.

ARTICLE 10 – NO STRIKE, WORK STOPPAGE OR LOCKOUT

1001 The parties to this Agreement covenant and agree that during the term of this Agreement, neither ACTRA nor any ACTRA Branch will engage in or permit a strike or work stoppage or direct any member of any Branch to refrain from accepting engagement with CTV or interfere with the normal processing of engagement; and CTV will not refuse to engage members of ACTRA or interfere with the normal process of engagement.

ARTICLE 11 – COMPLAINTS AND GRIEVANCES

1101 It is mutually agreed that it is the spirit and intent of this Agreement to adjust, as quickly as possible, grievances arising from the application, administration, interpretation or any alleged violation of this Agreement.

1102 The engager agrees that performers exercising their rights under the provisions of this Agreement do so without prejudice to their relationship with the engager and/or its agents.

1103 The parties agree that any grievance arising out of the application, administration, interpretation or any alleged violation of this Agreement, may be settled at the time of occurrence by mutual agreement between an ACTRA representative and the engager. In the event that such a dispute is not settled, the following procedure shall apply for the settlement thereof:

STEP 1 - The grievance shall be reduced to writing and a copy thereof delivered to the engager or ACTRA, as the case may be, within sixty (60) days of arising of such grievance. The engager or ACTRA, shall reply in writing, within fifteen (15) days of receipt of such written notice.

STEP 2 - Failing a satisfactory settlement of the grievance in Step 1 above, the matter shall be referred to a meeting of representatives of ACTRA and the engager, to be convened within twenty (20) days of receipt of the written reply referred to in Step 1 above.

STEP 3 - If the grievance is not recorded as settled within thirty (30) days after the meeting referred to in Step 2 above, the matter may, by written notice of either party to the other party, be submitted to arbitration.

NOTE: It is understood that upon mutual agreement in writing, the time periods referred to in each step above may be extended.

ARTICLE 12 – ARBITRATION

1201 The parties shall within ten (10) days of the sending of the notice referred to in clause 1103, Step 3, select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator, the matter will be referred to the Federal Minister of Labour, requesting the appointment of an arbitrator.

1202 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.

1203 The costs, fees and expenses of the arbitrator shall be shared equally by CTV and ACTRA.

1204 The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 13 – WORK DAY

1301 Work Day (Rehearsal or Camera). Except as provided in clause 1601, a work day shall consist of not more than eight (8) out of nine (9) consecutive hours. In the case of a technical breakdown beyond CTV's control, one (1) additional hour of work may be added to the eight (8) hours at the applicable hourly rate of the performer's category of work.

1302 Calendar Day. A work day starting on one calendar day and continuing into the following calendar day, shall be deemed as one work day, namely the day on which work started. Should the work past midnight not have been scheduled, the performers involved shall be paid at double the applicable category hourly rate for the hour so worked.

1303 Minimum Call. The minimum call for performers engaged in any program except those produced pursuant to Article 3904 shall be four (4) hours in any one day. This minimum call shall apply on both rehearsal and camera days.

ARTICLE 14 – OVERTIME

- 1401 (a) Any hours worked in excess of eight (8) in any one day shall be paid at the applicable overtime rate for the category of performance. All hours worked in excess of twelve (12) in any one day shall be paid at double the applicable straight time hourly rate.
- (b) Notwithstanding the above where two (2) or more programs are being produced on any one day, “included work time” up to a maximum of twelve (12) hours may be used. After twelve (12) hours of work on any one day, performers shall be paid at the applicable overtime rate.
- 1402 Overtime on Sixth (6th) Consecutive Day of Work. Any time worked by a performer on the sixth (6th) consecutive day of work in the same program or series shall be paid at the overtime hourly rate for the category of work involved.
- 1403 Double Time for Seventh (7th) consecutive Day of Work. Any time worked by a performer on the seventh (7th) and subsequent consecutive day of work in the same program or series, shall be paid at the rate of double the hourly rate for the category of work involved.
- 1404 Holidays. Performers required to work on the holidays listed herein, shall receive double the applicable category hourly rate. The following days shall be considered as holidays:
- New Year’s Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and any other day declared a National Statutory holiday.
- 1405 The maximum compounding effect of the application of overtime and penalty payments, provided in the Agreement, shall not exceed three hundred percent (300%) of the performer’s contracted hourly rate.

ARTICLE 15 – REST PERIOD

- 1501 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 work day. If any performer is required by the engager to report for work within such a ten (10) hour period, he/she shall be paid for such hours at the rate of double his/her applicable hourly rate.
- 1502 Rest Period. 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.

Such accumulated time shall be taken as a rest period when a total of twenty (20) minutes of accumulated time has been reached.

- 1503 Rest Period for Puppeteers, Dancers, Variety Principals and Chorus Performers. Puppeteers, dancers, variety principals and chorus performers shall be permitted ten (10) minutes rest in each hour during which they shall not be required to perform any physical action. However, limited consultation and planning may take place during such rest.
- 1504 Rest Period for Specialty Acts. Specialty Acts (physical) shall not be required to rehearse their full act more than two (2) times “full out” in any one day and in no instance shall they be asked to rehearse “full out” with less than one (1) hour between rehearsals; provided that on programs where only one (1) day of camera rehearsal is scheduled, specialty acts (physical) may be required to rehearse their full act three (3) times “full out” on such camera rehearsal day, provided in such an event, there shall not be less than one (1) hours rest between the first and second “full out” and not less than two (2) hours rest between the second and third “full out”.

ARTICLE 16 – MEAL PERIODS

- 1601 Meal Period. Each performer shall be provided a meal period of one (1) hour at the completion of each five (5) hours of work, calculated from the first call for the performer. When the performer’s call is for makeup or wardrobe, the five (5) hour period shall commence from such call. Meal periods shall not be considered as time worked and shall not be paid. Where the exigencies of production require, the unpaid meal period may be extended by one-half (1/2) hour, which in turn shall extend the work day as provided in 1301.
- 1602 Penalties When Worked. Where the exigencies of the production of a program make it necessary and if the performers agree to work during the meal period, they shall be compensated at double the applicable category hourly rate for the period of one (1) hour in addition to any other fees applicable. Also, the meal period as provided herein shall be provided at the earliest time possible thereafter.
- 1603 Penalty Exception. If the beginning of the sixth (6th) hour of work falls within the course of photography, the completion of the shot shall not be considered a violation of the meal period requirement provided herein.
- 1604 Meals During Overtime. There shall be a meal period of one (1) hour after each four (4) hours of overtime worked.
- 1605 Meals on Location. When normal restaurant facilities are available, performers shall provide for their own meals. However, if the location is remote and such facilities are not available, CTV shall provide proper meals at its expense or

provide transportation to the nearest point where meals may be obtained at the performer's expense.

1606 Postponed Meal Period. CTV may be entitled to postpone the meal period for a performer once in a production day to the end of the sixth (6th) hour of work (calculated from the first call of the performer), provided that:

- (a) CTV advises the ACTRA office prior to the production of the program(s) that this postponed meal break provision may be exercised during production, and satisfies ACTRA that the exigencies of production make it necessary; and,
- (b) The performers agree to the postponed meal break: and,
- (c) CTV, within five (5) hours of the first call of the performer(s) affected by the postponement, provides to the performer(s) an assortment of hot and cold beverages and sandwiches and an adequate amount of time to consume such beverages and sandwiches; and ,
- (d) CTV compensates the performer(s) affected by the postponement at the rate of fifty per cent (50%) of the performer's contracted hourly rate, in addition to the applicable payment for the time being worked, for the sixth (6th) hour or any part thereof. The penalty for failing to provide a meal period immediately following the sixth (6th) hour shall be as provided in Article 1602 above.
- (e) In the event that CTV fails to adhere to all the provisions of A1606(a), (b) and (c), Article A1602 shall apply in all respects.

ARTICLE 17 – TIME FOR MAKEUP, DRESSING, COSTUME FITTING

1701 Time for Makeup, Hairdress, etc.. When a performer is required to report for makeup, hairdress, 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 shall be payable in half hour units 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.

1702 Choosing and Fitting Wardrobe, etc.. Other than immediately prior to a production call as in 1701 above, performers required to choose or fit any wardrobe, wigs, makeup, etc. or to have hair cut or dressed, shall be paid their contracted hourly rate for such time spent with a minimum payment of two (2) hours.

1703 Additional Expenses to be Paid by CTV. Expenses or costs incurred by a performer at the direction of CTV for costumes, repairs, hairdressing or haircuts shall be paid by CTV.

ARTICLE 18 – WARDROBE

1801 Regular Wardrobe. Any apparel which is in the personal wardrobe of a performer.

1802 Additional Wardrobe to be Supplied by CTV. Performers shall supply their own regular wardrobe only, as described in Article 1801, and any additional wardrobe shall be provided by CTV.

1803 Wardrobe Repairs or Replacement. In the event that wardrobe furnished by a performer is damaged during work time through negligence on the part of CTV or through an accident for which the performer is not clearly responsible, or if apparel requires cleaning, CTV shall reimburse for the cost of repair or replacement or cleaning, as the case may be. Performers must secure authorization from the producer of the program and must provide a receipted bill or other proof of cost of such repairs or replacement.

1804 Special Wardrobe. Wigs, costumes, special appurtenances, dancers' shoes and stockings, and clothes and apparel other than those specified under clause 1801 above, shall be considered as special wardrobe.

1805 Performers shall be expected to supply their own wardrobe but shall not be required to furnish any special wardrobe, except specialty acts or units or individual performers who may supply their own special wardrobe.

ARTICLE 19 – TRAVEL AND EXPENSES

1901 Travel From Central Point. When CTV requires a performer to travel beyond a twenty-five (25) mile (forty (40) kilometer) radius of the city centre (such as the City Hall) or such other specified central point as may be agreed upon by CTV and the nearest ACTRA office, the performer shall be entitled to not less than:

(a) Actual authorized transportation expenses on scheduled carriers covering economy air, first class rail fare or such other transportation as bus, taxi or limousine.

(b) A mileage allowance of:

June 1/90 \$0.38 per mile (0.23 per km)

if the performer is authorized to use his/her own automobile.

- (c) All rental or leasing costs where the performer is authorized to lease or rent a vehicle.
- (d) All taxi, limousine or other transportation costs which the performer is authorized to use in order to get to and from the destination required by the engagement.
- (e) A room with bath in a hotel or motel similar accommodations for the time required and authorized to fulfil the engagement, and a meal allowance of:

June 1/90 \$45.50

per day or alternatively the sum of up to:

June 1/90 \$124.65

for each day the performer is required to be away from home to cover all personal expenses. However, if certain meals or living accommodation are provided at the expense of CTV, the per diem allowance of up to:

June 1/90 \$124.65

Shall be reduced in the following manner:

June 1/90

| | |
|---------------|--------------|
| Breakfast | \$ 7.85 |
| Lunch | 13.90 |
| Dinner | 23.25 |
| Accommodation | <u>79.25</u> |
| | \$ 124.25 |

In no event will the amount reimbursed for living accommodation exceed the actual cost.

1902 Travel Time. Time spent in travel by the quickest means of regularly scheduled carrier by a performer shall be considered as work time when:

- (a) The performer is entitled to travel expenses as provided in clause 1901 above; and
- (b) All time spent in travel from one city to and from a location outside of the twenty-five (25) mile (forty (40) kilometer) radius shall be paid in half-hour units to a maximum of eight (8) hours in any one calendar day at the hourly rate for performance applicable to the performer's category of performance. However, such payment will not be made when travel time

plus work time does not exceed the daily work span. Travel time shall not be computed for the purpose of creating an overtime payment.

1903 Advance Payment to Performer. CTV shall advance to a performer against expenses the sum of:

June 1/90 \$124.65

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.

1904 Transportation Provided Under Certain Conditions. When CTV requires a performer to travel within a twenty-five (25) mile (forty (40) kilometer) radius, excluding studio location, CTV will be obligated to ensure that public or private transportation is available. If such public or private transportation is not available, and subject to prior approval by CTV, cost of taxi transportation from location to residence within that twenty-five (25) mile (forty (40) kilometer) radius shall be paid by CTV.

1905 Travel Outside Canada. CTV shall pay all authorized actual expenses incurred by the performer in travel outside Canada. The performer shall support such actual expenses by receipts where receipts are obtainable.

ARTICLE 20 – ON LOCATION BETWEEN DAYS

2001 Payment When Away From Home Between Scheduled Work Days. A performer required to be away from home on location or in a community outside the performer's residence area during an engagement between scheduled days of work, shall receive payment for such days on the basis of the following percentages based upon the fee provided in this Agreement for the category of work involved for an eight (8) hour day when the performer is not called to work:

- (a) Non-Actuality Programs. In the case of non-actuality programs, the performer shall be paid an amount equal to seventy-five percent (75%) of the applicable performance hourly rate for eight (8) hours per day for the appropriate category of performance for the first two (2) of such days and one hundred percent (100%) of the applicable performance hourly rate for eight (8) hours per day for any subsequent such days during any one engagement.
- (b) Actuality Programs. In the case of actuality programs, the performer shall be paid an amount equal to thirty-seven percent (37%) of the eight (8) hour performance fee for the appropriate category of performance for each such day.

2002 Payment for Transportation Home. In the event that CTV does not wish to make the payments provided in clause 2001, the performer shall be provided full return economy air, or first class rail transportation, from the location to his/her home on each occasion. The provisions of clause 1901 shall apply.

ARTICLE 21 – CANCELLATIONS, CHANGES IN SCHEDULED WORK

2101 Productions Cancelled.

- (a) Force Majeure. If a production is prevented or interrupted by reason of any cause beyond the reasonable control of CTV, such as, but not limited to war, fire, hurricane or flood, or governmental regulation or order in a national emergency, then CTV may either cancel the production (in which event CTV 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 practical to fulfill the engagement. The same consequences shall ensue if the program time is preempted for a telecast made necessary by developments of paramount national importance and notice of cancellation for such purpose is given to the performer promptly upon such notice having been received by CTV.
- (b) Production Cancelled and Rescheduled. If a production cancelled for any of the reasons referred to in clause 2101 (a) is rescheduled, the performers originally engaged shall have first opportunity to accept their previous assignments on such productions.
- (c) Cancellation of a Day's Production. When a day's production is cancelled, performers booked for that day shall be paid the applicable fee for the booking.
- (d) Cancellation of a Series Before Commencement of Production. When a series is cancelled prior to the commencement of production, performers engaged for the series shall be given twenty-one (21) days notice of such cancellation. If the required notice is not given, the performers shall be paid for all time booked within a twenty-one (21) day period from the day notice is given.
- (e) Cancellation of a Series After Commencement of Production. When a series is cancelled after the commencement of production, performers engaged for the series shall be given twenty-eight (28) days notice of such cancellation and shall be paid for all time booked within the twenty-eight (28) day period.
- (f) Postponed Telecasts. If a postponed telecast involves a change in the call of a performer to another broadcast day, it shall be treated as a cancelled telecast. In the event that a telecast is postponed to a later hour of the same

broadcast day, (such change not having been made known to the performer twenty-four (24) hours in advance), then the hours intervening between the originally scheduled time for the performance and the time of the actual performance shall be considered work time and the performer shall be paid time and one-half the appropriate work rate for such period. In the event that such call for postponement conflicts with the performer's prior commitment, the original performance shall be considered as a cancelled telecast for which he/she shall be paid. Subject to the above provisions the change of a performance from a live to a prerecorded basis shall not be deemed to be a cancelled program.

2102 Performer's Engagement Cancelled.

- (a) Cancellation of a Performer's Engagement. In the event CTV cancels a performer's booking or engagement in a program which is subsequently produced, such performer shall be paid in full the contracted fee, except where the cancellation occurred by reason of insubordination or misconduct of a serious nature.
- (b) Cancellation of a Series or Multiple Program Contract. Except where the performer's contract provides otherwise, the performer or CTV may terminate a series contract, or a contract providing for performance in more than one (1) program, under the following conditions:
 - (i) If the performer is contracted for twenty-five (25) programs or less, the If period of notice (written) shall be not less than twenty-one (21) days and the performer shall be paid for all time booked within such twenty-one (21) day period. In addition, the performer shall be paid twice the program contracted fee or for the remaining programs, whichever is the lesser.
 - (ii) If the performer is contracted for twenty-six (26) programs or more, the period of notice (written) shall not be less than twenty-eight (28) days and the performer shall be paid for all time booked within such twenty-eight (28) day period. In addition, the performer must be paid four (4) times the program contracted fee or for the remaining programs, whichever is the lesser.
 - (iii) In the event that a frequency discount has been applied and the contract is cancelled, the fee paid to the performer, for the work performed, shall be adjusted to the appropriate minimum rate. This provision shall not apply, if the number of programs required to achieve the discount have been produced.

- (c) Four (4) Weeks Notice to Established Character. A performer who, by virtue of successive appearances in the same role in a program series, has become identified with the character enacting the role, shall be bound to accept an engagement for any program in the series incorporating such character, if four (4) weeks notice is given by CTV; but CTV shall relieve such performer of the requirement to appear as such character in a program if the performer gives CTV four (4) weeks notice in writing of an intention not to appear.
- (d) Dismissal of Member of Singing or Dancing Group. Any performer who is a member of a singing or dancing group, who has appeared on three (3) or more consecutive programs of a program series, shall receive at least two (2) weeks notice of termination of engagement from such series of programs or two (2) weeks payment in lieu of notice. Such performers wishing to terminate their engagement with CTV for such series of programs shall be required to give two (2) weeks notice. Notice in either case shall be given in writing.

2103 Changes in Scheduled Work.

- (a) Notice of Change in Schedule Work. The time of scheduled work may be changed by CTV if the performer is given twenty-four (24) hours notice before his/her first scheduled work, or any change in scheduled work time may be made during the work span with the concurrence of the performers involved, and any place of work may be changed to another place in the same general area on reasonable notice, provided that any such change in place or time does not conflict with any confirmed engagement, contracted by the performer, prior to the giving of such notice. In the event that such changes conflict with any confirmed engagement, then the performer shall be compensated in full for the engagement which the performer is unable to fulfill.
- (b) Weather Cancellation or Postponement. Whenever work is postponed because of weather, the performer shall receive compensation at fifty percent (50%) of the minimum rate for the hours originally scheduled. If the work is cancelled, he/she shall be paid one hundred percent (100%) of the minimum rate for the hours originally scheduled.
- (c) No Weather-Permitting Calls in Studio. No weather-permitting calls shall be allowed for work in studio.
- (d) Rescheduled or Postponement on Overnight Location. When production on overnight location is rescheduled or postponed for any reason, the performer shall be paid at fifty percent (50%) of the minimum rate for the hours originally scheduled.

- 2104 Hold Call. In the event that CTV directs a performer to hold a booked day or days in readiness to be called to work, the performer shall be paid not less than one hundred percent (100%) of the applicable contracted hourly rate for eight (8) hours per day for the appropriate category of performance in respect of each day the performer is on a hold call. The period of the hold call shall commence at the hour specified by CTV and shall end when the performer is released from the hold call.
- 2105 Illness. Where, in a program series, CTV is required to reschedule a program in the event that a performer does not fulfill an engagement due to illness, other members of the cast will be paid the portion of fees earned to that time, at the additional work time rate for the hours worked provided CTV makes good such engagement to the members of the cast prior to the termination of the series. In the event CTV is unable to reschedule said program or if any member of the cast is unavailable due to prior commitments, the performers involved will be paid the remainder of their contracted fee.
- 2106 Performance Default. In the event that a performer does not fulfill and engagement, in addition to not receiving his/her fee, CTV may, subject to the Grievance Procedure, require the performer to pay an amount equivalent to the minimum guarantee involved, except where his/her failure to fulfill such engagement is due to illness. Certification of illness must be supplied if requested by CTV. Where failure to fulfill such engagement is due to illness, only that portion of his/her fee earned to that time will be paid, at the additional work time rate for the hours worked.
- 2107 The parties agree that there will be no pyramiding of these payments.

ARTICLE 22 – WORKING ENVIRONMENT

- 2201 (a) Performers may refuse to commence work at any set or location, where CTV fails to provide the following facilities:
- (i) a supply of pure drinking water;
 - (ii) adequate seating for performers during rest periods;
 - (iii) a stretcher or a cot of a type suitable for use as a stretcher;
 - (iv) first aid facilities at the production site;
 - (v) dressing room facilities where male and female performers may separately change their clothing in privacy and comfort;
 - (vi) separate dressing room facilities for minors of each sex;

- (vii) a place for safekeeping for the proper maintenance during working hours of the performer's personal effects;
 - (viii) clean and accessible toilets and washrooms.
- (c) CTV shall use its best efforts to provide, for the exclusive use of performers, clean and comfortable facilities (such as dressing rooms in studios and either trailers or motor homes on location) with reasonable temperature and adequate amount of space.

ARTICLE 23 – UPGRADING

2301 When a performer is upgraded in category during the course of production, 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 production.

ARTICLE 24 – DOUBLING

2401 Performers Doubling Out-of-Category. Performers who are engaged to perform in more than one category shall receive an additional payment of fifty percent (50%) of the total fee including extra rehearsal, but excluding overscale for each double, subject to clause 103. This additional payment shall be based on that category carrying the highest fee.

2402 Doubling in Variety Programs.

- (a) A singer or dancer in a variety program may perform as an actor or an extra on payment of the appropriate fee for the program concerned. There shall be no additional rehearsal included for such service.
- (b) A singer in a variety program may take part in the group movement without additional compensation where such movement is an essential part of the staging of the program concerned.

2403 Incidental Doubling. An actor may do such minor singing or dancing as is an integral part of a dramatic role without additional compensation. A solo singer may speak lines or dance a few steps which are incidental to his/her role, or a solo dancer may speak lines or do such minor singing which is incidental to his/her role without additional compensation.

2404 Adjustments for Performers in Opera and Musical Comedy Roles. A performer in a program which can be defined as opera, light opera or musical comedy may,

- upon the payment of an additional thirty-five percent (35%) of his/her minimum guarantee, perform in all categories according to the requirements of the role being played.
- 2405 Participation in Off-Camera Crowd Noises. Participation in off-camera crowd noises shall not be considered as doubling, and is permissible without additional compensation.
- 2406 Actors – Doubling In Category. An actor doubling in-category within the entertainment portion of a program shall be paid at the rate of fifty percent (50%) of the minimum performance fee for the highest classification for each double role. All rehearsals involved shall be concurrent.
- 2407 Singers – Doubling In-Category. A soloist is a singer who sings alone, or steps out of a group to sing more than sixteen (16) bars of music. A singer engaged other than as a soloist, who is required to perform outside the group for which he/she is engaged, shall be paid the following extras:
- (a) if such singer performs incidentally as a soloist a total of less than thirty-two (32) bars, an extra fee of fifty percent (50%) of the minimum guarantee for such group which shall include fifty percent (50%) additional included rehearsal;
 - (b) if such singer performs incidentally as a soloist a total of thirty-two (32) bars or more, an extra fee of one hundred percent (100%) of the minimum guarantee for such group which shall include fifty percent (50%) additional included rehearsal;
 - (c) if such singer performs incidentally in another group of two (2) or more voices a total of less than thirty-two (32) bars, an extra fee of twenty-five percent (25%) of the minimum guarantee for the group into which he/she doubles;
 - (d) if such singer performs incidentally in another group of two (2) or more voices a total of thirty-two (32) bars or more, and extra fee of fifty percent (50%) of the minimum guarantee for the group into which he/she doubles.
- 2408 A singer engaged as a soloist and required to perform other than as a soloist in a group shall be paid the applicable minimum guarantee fee for such other group in addition to the soloist fee. This shall not apply to a soloist singing a role for an opera, oratorio or musical comedy, where the soloist engages in group singing as an integral part of the role. No additional included rehearsal shall apply in the case of a doubling in-category under subparagraphs (c) and (d) of clause 2407 nor under clause 2408.

- 2409 Dancers Doubling In-Category. Dancers doubling in-category shall be paid the rates of the smaller group in which they perform. Group dancers who are required to provide lip synchronization to singing, either live or recorded, in which they are not also involved as singers, will be paid a step-up fee equal to twenty-five percent (25%) of the appropriate fee paid under clause 3905.
- 2410 Group Dancer Doubling as Soloist. Where any dancer steps out of a group to dance alone to more than sixteen (16) bars of music, such dancer shall be classified as a soloist.
- 2411 Computing singers' or Dancers' Group Rates. No performer in a major role or any members of a specialty act or chorus or choir conductor shall be considered as part of the singers' or dancers' group in determining the appropriate group rate, i.e. to increase the size for the overall group.

ARTICLE 25 – EXTRA DUTIES

2501 Extra Duties.

- (a) When a performer is authorized by CTV to provide additional services, such as contacting other performers, arranging for auditions, arranging for rehearsal, etc., such performer shall report to CTV and to the steward, the amount of time involved. Such time shall be paid at a rate not less than the performer's applicable hourly rate for his/her category.
- (b) Supervising rehearsals or coaching during scheduled rehearsals shall require a payment of:

June 1/90 \$49.10

per hour with a minimum guarantee of two (2) hours in addition to the fee for the actual performance category as a group singer or other performance category.

- 2502 Warm-Ups and 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 warm-ups and after shows shall be paid an amount of:

June 1/90 \$129.20

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 the principal performer.

2503 Stand-Ins.

- (a) No performer during rehearsal shall be required to read any part other than his/her own, unless he/she is paid the applicable stand-in fee; however, persons other than performers may cue but not participate otherwise in the rehearsal.
- (b) Stand-ins are not required to memorize, but may be required to read or ad-lib. If stand-ins are required to memorize or learn any material such as dialogue, choreography, pantomime or other performing routines, they shall be classified as understudies.

ARTICLE 26 – NUDE SCENES

2601 Where the requirements of a role involve any nudity, the following conditions must apply:

Auditions.

- (a) CTV shall not require performers to appear nude or semi-nude at an audition until after the performer has been first auditioned as a performer (i.e. as an actor, singer, dancer, etc.). Performers should not be required to disrobe in whole or in part at the first audition.
- (b) IN the event that nude or semi-nude auditions are to be held, CTV must advise ACTRA in advance.
- (c) When a callback audition requires nudity or semi-nudity, the performer shall be notified of this requirement in advance.
- (d) The nude or semi-nude audition is primarily intended for the purpose of viewing the body. The performer shall not be required to perform in the nude or semi-nude except in those instances where a nude performance is required by the script and the engager must assess whether the performer is able to perform in the nude in which case the audition will be conducted with propriety and dispatch.
- (e) Such auditions will be closed and will be limited to a minimum number of people who, it must be demonstrated, have a direct professional or artistic relationship to the production and have a demonstrable reason for attendance at the 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 representatives of CTV.

- (f) Audition material will not be preserved by any means except for the purpose of the casting process and shall be eliminated immediately thereafter.
- (g) Auditions will not include simulated sex scenes.
- (h) Performers will be required to audition nude or semi-nude on one (1) occasion only.

Contracts.

- (a) The specific requirements, including but not limited to the exact nature of the nude or semi-nude scene(s), the maximum degree of nudity required, nature of attire (see-through clothes, etc.) angles of shots, estimated amount of screen time and any other relevant information pertaining to the scene(s) must be submitted to the performer in writing at least twenty-four (24) hours prior to the signing of the performer's contract.
- (b) Complete details of all aspects of nude or semi-nude scenes will form part of the performer's contract. Performers may refuse to do anything not specified in their contracts without liability or forfeiture of any portion of their contracted fees.

2602 Rehearsal and Performance.

- (a) With the exception of the final rehearsal for camera and lighting, the performer shall not be required to rehearse 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 monitors prohibited) except for those having a direct and proven professional need to be present.
- (c) Still shots, Polaroid's, etc. of nude or semi-nude scenes will be taken only if the performer gives prior written consent. In the event that the performer gives such consent, the performer shall have final approval of the choice and subsequent use of the photos. Unused stills, Polaroid's, 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 to create a nude or semi-nude scene will 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 the performer's consent to the use of a double is sought.

ARTICLE 27 – RISK PERFORMANCE

2701 Performers instructed to undertake a risk or dangerous performance, and who have not agreed to undertake such risk performance at the time of acceptance of the engagement, may:

- (a) negotiate for an additional fee for so doing, or
- (b) refuse to perform a risk or dangerous performance not specified at the time of engagement, but shall nevertheless be fully paid for such engagement.

ARTICLE 28 – STUNTS

2801 Consultation. There shall be a consultation fee of:

June 1/90 \$103.65

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 performer's dry rehearsal hourly rate when called by CTV 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.

2802 Performance and Fee. Upon the actual engagement of a stunt performer to perform a stunt, the minimum fee shall be:

June 1/90 \$382.75

per day, plus any additional amount (stunt fee) which may be negotiated between the stunt performer and the engager in relation to the difficulties, danger or other pertinent details regarding the stunt to be performed.

2803 The contracted fee in clause 2802 above 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 as in clause 2802 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 also be paid the stunt performer as an actor.
- 2804 A twenty-five percent (25%) discount of the minimum 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. Depending on the risks involved, a stunt performer may negotiate a higher fee for such re-performance of a stunt.
- 2805 Audition. CTV may audition a stunt performer in order to establish the suitability of the 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 as a consultation call as outlined in clause 2801.
- 2806 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 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 engager and all stunt performers engaged for the same stunt.
- 2807 Unscripted Stunts. Unscripted stunts or stunts not called for by a script or storyboard may be performed by a performer, in which case, the performer shall be paid a stunt performer fee in addition to the fee for his/her category of performance for which the performer was originally engaged.

ARTICLE 29 – CHILDREN

- 2901 The conditions of this Article shall apply to the engagement of children under sixteen (16) years of age.
- 2902 Calls for auditions, interviews and individual voice and photographic tests, fittings, wardrobe tests, makeup tests and production conferences for children of school age shall be after school hours. Calls for actual production shall not be so limited.

- 2903 CTV agrees that children shall not be called upon to work under onerous conditions for lengthy periods of time. In the event of a claim that the conditions of work are inappropriate or difficult for children, ACTRA shall have the right to call a meeting with the producer to discuss and agree upon remedial measures, if required.
- 2904 (a) Children shall not be continually required before the camera or under lights or for rehearsals for longer periods of time than specified below:
- Under 2 years – 15 consecutive minutes, minimum break 20 minutes
2-6 years inclusive – 30 consecutive minutes, minimum break 15 minutes
7-15 years inclusive – 45 consecutive minutes, minimum break 10 minutes
- (b) When children are required to be away from home on overnight location, it is the engager's responsibility to ensure that the children are accompanied by either a parent or designated guardian and the engager shall pay expenses and per diems provided in this Agreement to cover such services.
- 2905 It is intended that the work time for children shall not exceed eight (8) consecutive hours per day excluding meal periods and that rest between days shall be a minimum of twelve (12) hours.

ARTICLE 30 – AUDITIONS

- 3001 No Payment for Performer's Own Audition. Screen and/or voice tests, are those tryout periods wherein a performer or a package act, or group of performers, are tested for ability, talent, physical attributes and/or suitability for inclusion in a program. No fees are required for the auditioning 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 for more than one (1) hour before the commencement of an audition/interview shall be compensated for all excess time at the rate of \$22.75 per hour or part thereof.
- 3002 Payment to Performer When in Another Performer's Audition. Notwithstanding clause 3001, a performer engaged to take part in another performer's test or audition shall be paid not less than four (4) hours at the dry rehearsal hourly rate of the applicable category of performance.
- 3003 Audition for Chorus Singers or Dancers. Where a performer audition is to be held for chorus singers or dancers for a program or series of programs, notice of such audition with necessary details, shall be given three (3) days prior to such audition to ACTRA.

ARTICLE 31 – PILOTS

- 3101 Discount. The minimum performing and daily fee provided in this Agreement may be discounted by fifty percent (50%) for the production of a pilot program except for extras. 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.
- 3102 Upgrade. Should there be any other use of the program, including broadcast, each performer shall receive a step-up in fees, to the minimum fees in this Agreement (if discounted), or the original contracted fee, or the payment of additional use fees, whichever is applicable.

ARTICLE 32 – RETAKES, ADDED SCENES AND POST SYNCHRONIZATION

- 3201 Whenever a performer is required to return to work following the completion of the regular schedule of work:
- (i) in retake(s) of visual scenes, or
 - (ii) in new or added visual scenes, or
 - (iii) on retake(s) of audio tape or track, or
 - (iv) on new or added audio tapes or tracks

the following conditions of work shall apply:

- (a) The performer shall be paid the hourly rate of the applicable category of work within a minimum four (4) hour call.
- (b) The performer shall be obligated to work on such retakes, new or added visual and audio production, except where such engagements conflict with a prior commitment made by the performer.
- (c) Should there be a conflict of engagements, the engager shall reschedule work to permit the performer to keep his/her prior commitment.
- (d) Such retakes and new or added visual or audio productions or post-synchronization shall not be considered as dubbing.

ARTICLE 33 – PICK-UP OF OUTSIDE PERFORMANCES

- 3301 ACTRA's Consent. There shall be no film 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 such additional amounts for filming as are required

under the terms of this Agreement or, where applicable, the Reciprocal Agreement between ACTRA and any other performers' association having jurisdiction, whichever is the greater.

3302 Insert Fees. Where the pick-up of performance or rehearsal is for the purpose of producing an insert in a program of longer length (such as promotional or publicity film) and no extra rehearsal or additional work is required by the performer, the engager may apply to the National Executive Director (General Secretary) of ACTRA for fees and rates, including use fees, for such inserts. Such fees shall be based upon the fees provided in this Agreement.

3303 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 filmed performance may be used in any news or magazine program.

Subject to the foregoing provision, CTV may use up to five (5) minutes of a pick-up involving a local amateur theatrical group.

ARTICLE 34 – PUBLICITY, STILLS, TRAILERS AND PROMOS

3401 Program Excerpts. An excerpt of not more than two (2) minutes in length of a recording involving a performer may be used as a trailer or promo for the program or programs within a series from which the excerpt has been taken, without additional payment to the performer.

3402 The following provisions shall apply to the production of promos and opening montages:

- (a) A promo for a program on which a performer appears, or a generic promo involving a regular CTV performer, shall require no additional payment provided that it is produced during the included work time of a program.
- (b) A program or generic promo which is produced outside of the work time and involves a performer identified above shall be paid as follows and the promo may be used without limitation:

| <u>Performance Fee Per Promo</u> | | <u>Included Work Time</u> | <u>Hourly Rate</u> |
|----------------------------------|----------|---------------------------|--|
| June 1/90 | \$102.50 | 2 hours | Hourly rate of category of performance |

- (c) A performer not involved in a program who appears in a promo for that program, or a performer who does not regularly appear on CTV but who is used in a generic promo, shall be paid the rate provided in clause 3403.
- (d) Where an excerpt of a program is used in an opening or closing montage for other programs in the same series, performers appearing therein shall be paid as follows.
 - (i) if they appear in fifty percent (50%) or more of the programs in that series, no additional payment is required
 - (ii) if they appear in less than fifty percent (50%) of the programs in the series, they shall be paid the rates provided in clause 3403.

3403 Promos and Opening Montages. A performer required to be paid for a promo or opening montage pursuant to clause 3402(c) or (d) (ii) shall be paid the following amounts:

- (a) June 1, 1990 - \$102.50 – for each promo – two (2) hours work time included. Additional work time shall be paid for at the performer’s applicable hourly rate. This payment includes thirteen (13) weeks of use.
- (b) June 1, 1990 - \$85.40 – for the second (2nd) or subsequent thirteen (13) weeks of use for the same promo or montage (except extras).

Prepayment Option. Upon payment to performers at the time of production of a promo or opening montage of a fee equal to three cycles of use of the promo or opening montage, CTV shall be entitled to one (1) year’s unlimited use.

3404 The performer may not take, or cause to be taken, still pictures on the set or location, without the full knowledge and consent of CTV.

ARTICLE 35 – EXCERPTS

3501 (a) The engager may take excerpts from a program in which a performer appearing in the excerpt has participated, for use in another program, upon payment to the performer of a fee equal to the rate applicable in the same category of performance as in the original program, but applicable to the length of the new program in which it is to be used. All other terms and conditions of this Agreement shall apply to the new program as if the performer required to participated. In the case of a performer required to participate in new work for the program, a second (2nd) contract of engagement shall be issued.

- (b) Notwithstanding (a) above, in the event that the excerpt is two (2) minutes or less in duration, payment for the new program may be calculated on the fifteen (15) minute rate for the original category of performance.
- (c) Notwithstanding (a) and (b) above, in the event that the excerpt (not more than one (1) minute in duration) is taken from an episode in a dramatic series, and used in a subsequent episode within the same dramatic series, performers portraying continuing roles in such dramatic series, who appear in such excerpts, shall be paid not less than five percent (5%) of the applicable category rate for the length of program.

3502 Should CTV wish to reuse a program already broadcast (a) in a shortened form, (b) in selected segments, or (c) combined to form a new or longer program, the following procedures shall apply:

- (1) Such restructuring shall be limited to programs in the same series.
- (2) CTV shall advise the National Executive Director (General Secretary of ACTRA or his/her delegate, in writing, of the planned restructuring.
- (3) It is agreed that CTV must receive the permission of the continuing lead characters in a dramatic series or performers who hosted a variety series, general program series, or a special, prior to such restructuring. Such permission shall be obtained by CTV through the National Executive Director (General Secretary) or his/her delegate and shall not be unreasonably withheld.
- (4) The minimum fees to be paid to the performers involved in such a restructuring shall be:
 - (i) If the new program is of a lesser length than the original program, sixty percent (60%) of the original fee or the current minimum rate for the original category and the new program length whichever is the greater.
 - (iii) if the new program is the same length as the existing program or of a greater length than the existing program, one hundred percent (100%) of the original fee or the current minimum rate for the original category and the new program length whichever is the greater.
- (5) The above fee shall be considered an original fee and CTV shall be entitled to use according to clause 3902. Additional uses of the program shall be paid at the appropriate step-ups provided in this Agreement.

ARTICLE 36 – CREDITS

3601 Principal Performers. Specific time will be reserved for credits on each program. All principal performers (including narrators) shall receive credits individually and/or as a unit, as determined by CTV; however, performers shall have the right to negotiate, at the time of engagement the size and style of personal credits to be given, including the right to have no credit given.

ARTICLE 37 – PAYMENT

3701 All payment of fees shall be made within fourteen (14) calendar days following broadcast or recording of a program whichever is sooner. The applicable fee shall be net to the performer, and no deductions whatsoever may be made therefrom, save and except those as authorized to be made by law, court order or this Agreement.

3702 Late Payment Interest. In the event that payment of fees is not forthcoming as prescribed in clause 3701 above, CTV shall pay a late payment charge in the amount of two percent (2%) of the total gross fees, for each thirty (30) day period or part thereof, beginning with the first (1st) day following the fourteenth (14th) day prescribed in clause 3701 above. The provisions of this clause shall not apply in the event of the following:

- (i) Where the engager has filed with ACTRA a bona-fide dispute relating to the fees payable.
- (ii) Late payment of Insurance and Retirement contributions.
- (iii) Where normal methods of payment are interrupted, e.g. by reason of a national mail strike.

3703 Failure to Pay. If during the course of series production clause 3701 has been violated, the performers may cease work until payment is made without violating the provisions of their contract of work or this Agreement.

ARTICLE 38 – INSURANCE AND RETIREMENT PLAN

3801 Insurance. CTV shall contribute, for insurance purposes, for each performer who is a member of ACTRA an amount equal to three percent (3%) of the gross fees paid to such performer for the production and use of a program.

3802 Retirement. CTV shall contribute for retirement purposes for each performer who is a member of ACTRA an amount equal to six and one-half percent (6½ %) of the total gross fees paid to such performer for the production and use of a program.

- 3803 Deduction from Performer's Fees. CTV shall deduct for retirement purposes, an amount equal to three percent and non-members, for the production and use of a program.
- 3804 Non-Members. CTV shall pay to the ACTRA Fraternal Benefit Society an amount equal to nine and one-half percent (9½ %) of the gross fees of each Canadian resident performer who is not a member of ACTRA for disposition in such manner and for such purposes as may be determined in the absolute discretion of the ACTRA Fraternal Benefit Society. The amount payable under this Article in case of each non-resident performer who is not a member of ACTRA shall be limited to minimum fees in the Agreement. ACTRA will be provided with details of the contract of such performers.
- 3805 Payable Monthly. All deductions, contributions and payments required by this Article shall be made payable by cheque to ACTRA and sent to the ACTRA steward. Contributions to the Fraternal Benefit Society shall be reported on a form supplied by ACTRA. The form appended to this Agreement as Appendix "J", shall be sent monthly to the ACTRA steward. Remittances to the ACTRA Fraternal Benefit Society shall be forwarded monthly on or before the fifteenth (15th) of the month following the earning of such fees.

ARTICLE 39 – FEES

- 3901 The minimum fees for performers provided in this Agreement shall be applicable regardless of the technique of production.
- 3902 CTV Use Entitlement. Upon payment to performers of the minimum fees per program provided in this Agreement, CTV shall be entitled to ONE (1) USE ON ONE (1) TELEVISION STATION IN EACH MARKET IN CANADA. All other uses shall be governed by additional payments provided in this Agreement. For the purpose of this Agreement, a "market" shall mean one (1) 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.

Boosters, translators and rebroadcasters which transmit a CTV signal and do not originate broadcasts, shall be considered within the market of the originating CTV station.

3903 Minimum Dry Rehearsal Fees for Performers During the Period June 1, 1990 to August 31, 1991.

Dry Rehearsal.

(a) Dry Rehearsal to apply to drama, variety, programs, opera and ballet in which actors, singers and dancers are engaged and shall not include any recording of the rehearsal or work during such dry rehearsal.

(b) Hourly Rates for Dry Rehearsal.

| <u>Category of Performer</u> | <u>June 1, 1990</u> |
|------------------------------|---------------------|
| Principal Performer | \$24.55 |
| Performer | 20.90 |
| General Extra | 13.85 |
| Group Dancer or Group | |
| Singer | 19.45 |
| Variety Principal | 27.10 |

(c) Minimum call for dry rehearsal shall be four (4) hours on any one (1) day.

FEES
JUNE 1, 1990 TO AUGUST 31, 1991

MINIMUM FEES FOR PERFORMERS FOR ANY WORK DURING WHICH THE
PERFORMANCE IS RECORDED BY ANY MEANS WHATSOEVER PER
PROGRAM OR EPISODE IN A SERIES DURING THE PERIOD

The following Minimum Fees shall be paid to performers in:

- (a) Drama programs produced as a drama special, a single unit or drama series;
- (b) Drama programs and dramatized inserts for use in information programs;
- (c) Ballets, book shows and operas.

| <u>Performer Category</u> | <u>Daily Fee Per Program</u> | <u>Included Daily Work Hours</u> | <u>Hourly Rate</u> | <u>Overtime Rate</u> | <u>Weekly Rate</u> |
|---|------------------------------|----------------------------------|--------------------|----------------------|--------------------|
| <u>Principal Performer:</u> Principal actor, announcer, commercial announcer, cartoonist, commentator, dancer (solo or duo), singer (solo or duo), host, narrator, master of ceremonies, puppeteer | \$323.65 | 8 | \$40.50 | \$60.75 | \$1,294.60 |
| <u>Performer:</u> Actor, model, demonstrator | \$258.85 | 8 | \$32.40 | \$48.60 | \$1,035.50 |
| <u>General Extras:</u> | \$100.80 | 8 | \$12.60 | \$18.90 | \$403.20 |
| <u>Photographic Doubles and Stand-ins:</u> | \$ 75.80 | 4 | \$18.90 | \$28.35 | \$303.20 |
| <u>Special Skill Extra:</u> | \$126.80 | 8 | \$15.75 | \$23.60 | \$504.05 |
| | \$94.80 | 4 | \$23.65 | \$35.55 | \$379.05 |

3905

FEES
JUNE 1, 1990 TO AUGUST 31, 1991

The following minimum fees shall be paid to performers engaged in a Variety Program, a Revue and a Musical Program and other programs:

| <u>Performer Category</u> | <u>Length of Program</u> | <u>Performance Fee</u> | <u>Incl. Work Time</u> | <u>Hourly Rate</u> | <u>Overtime Rate</u> |
|--|--|------------------------|------------------------|--------------------|----------------------|
| <u>Principal Performer:</u> | 15 min. or less | \$165.40 | 6 hrs. | \$31.00 | \$46.55 |
| <u>Principal</u> | 16 to 30 min. | \$279.30 | 8 hrs. | \$31.00 | \$46.55 |
| <u>Principal</u> | 31 to 60 min. | \$387.85 | 8 hrs. | \$31.00 | \$46.55 |
| actor, announcer, commercial announcer, cartoonist, puppeteer, narrator, host, commentator, master of ceremonies, singer (solo or duo), dancer (solo or duo), skater (solo or duo) | For each additional 15 minutes of program - \$54.30 per 15 minute segment. No additional "Included Work Time". | | | | |
| <u>Performer:</u> | 15 min. or less | \$140.55 | 6 hrs. | \$26.40 | \$39.60 |
| <u>Actor, model,</u> | 16 to 30 min. | \$239.75 | 8 hrs. | \$26.40 | \$39.60 |
| <u>demonstrator</u> | 31 to 60 min. | \$329.60 | 8 hrs. | \$26.40 | \$39.60 |
| | For each additional 15 minute of program -\$43.20 per 15 minute segment. No additional "Included Work Time". | | | | |
| <u>General</u> | 30 min. or less | \$74.50 | 5 hrs. | \$14.00 | \$21.00 |
| <u>Extras,</u> | 31 to 60 min. | \$98.90 | 5 hrs. | \$14.00 | \$21.00 |
| <u>Photographic</u> | | | | | |
| <u>Doubles and</u> | | | | | |
| <u>Stand-ins:</u> | | | | | |
| <u>Minimum</u> | 30 min. or less | \$557.10 | 8 hrs. | \$36.30 | \$54.40 |
| <u>Fees for a</u> | 31 to 60 min. | \$810.60 | 9 hrs. | \$36.30 | \$54.40 |
| <u>Variety</u> | | | | | |
| <u>Principal:</u> | Each additional 15 minutes of program - \$91.75 No additional "Include Work Time". | | | | |

- 1) Principal actor, announcer, commercial announcer, cartoonist, puppeteer, narrator, host commentator, master of ceremonies, singer (solo and duo), dancer (solo and duo), skater (solo and duo).

Minimum Fees for Specialty Act:

| <u>No. of Performers</u> | <u>Fee Per Act</u> | <u>Incl. Work Time Per Performer</u> | <u>Hourly Rate Per Performer</u> | <u>Overtime Hourly Rate Per Performer</u> |
|----------------------------------|--------------------|--------------------------------------|----------------------------------|---|
| One Performer Act | \$ 579.30 | 6 hrs. | \$31.00 | \$46.55 |
| Two Performer Act | \$ 740.70 | 6 hrs. | \$31.00 | \$46.55 |
| Three Performer Act | \$ 1,000.50 | 6 hrs. | \$31.00 | \$46.55 |
| Four Performer Act | \$ 1,388.40 | 6 hrs. | \$31.00 | \$46.55 |
| Each Performer in excess of four | \$ 1,388.40 | 6 hrs. | \$31.00 | \$46.55 |
| | \$ 280.50 | per additional performer | | |

Chorus Performer – Minimum Payment Per Performer

| <u>Length of Program</u> | <u>Number of Performers</u> | | | |
|--------------------------|-----------------------------|----------------|----------------|--------------------|
| | <u>2 – 4</u> | <u>5 – 8</u> | <u>9 – 12</u> | <u>13 – 20</u> |
| 15 min. or less | \$199.05 | \$187.60 | \$174.60 | \$159.95 |
| 16 to 30 min. | \$374.90 | \$338.75 | \$306.40 | \$278.05 |
| 31 to 60 min. | \$470.55 | \$431.65 | \$395.60 | \$355.55 |
| <u>Length of Program</u> | <u>21 – 30</u> | <u>31 – 40</u> | <u>41 – 50</u> | <u>51 and Over</u> |
| 15 min. or less | \$142.25 | \$124.20 | \$106.05 | \$ 90.60 |
| 16 to 30 min. | \$219.70 | \$215.95 | \$183.60 | \$152.75 |
| 31 to 60 min. | \$284.45 | \$276.70 | \$236.60 | \$197.90 |

Included Work Time

| | |
|-----------------|---------|
| 15 min. or less | 5 hrs. |
| 16 to 30 min. | 8 hrs. |
| 31 to 60 min. | 9 hrs. |
| Hourly Rate | \$24.65 |
| Overtime Rate | \$37.60 |

For each additional 15 minutes of program, the performer shall be paid an amount of:
 \$54.30 for a group of 2 to 4
 \$37.60 for a group of 5 to 8
 \$33.55 for a group of 9 to 12 or greater

Group Singers, Group Dancers and Group Skaters – Minimum Payment Per Performer:

| <u>Length of Program</u> | <u>Number of Performers</u> | | |
|--------------------------|-----------------------------|---------------|---------------------|
| | <u>2 to 4</u> | <u>5 to 8</u> | <u>9 & Over</u> |
| 15 min. or less | \$133.30 | \$124.15 | \$116.35 |
| 16 to 30 min. | \$252.05 | \$226.20 | \$201.15 |
| 31 to 60 min. | \$315.40 | \$287.00 | \$278.10 |

Included Work Time

| <u>Group Singers</u> | <u>Group Dancers</u> | <u>Group Skaters</u> | <u>Hourly Rate</u> | <u>Overtime Rate</u> |
|----------------------|----------------------|----------------------|--------------------|----------------------|
| 4 hrs. | 4 hrs. | 4 hrs. | \$24.65 | \$37.60 |
| 7 hrs. | 7 hrs. | 7 hrs. | \$24.65 | \$37.60 |
| 8 hrs. | 9 hrs. | 9 hrs. | \$24.65 | \$37.60 |

For each additional 15 minutes of program, the performer shall be paid an amount of:

\$54.30 for a group of 2 to 4
 \$37.60 for a group of 5 to 8
 \$33.50 for a group of 9 to 12 or greater

Relief News Readers/Sportscasters (Canada AM)

\$477.10 per occasion June 1, 1990

**MINIMUM FEES FOR SPORTSCASTERS SPORTS
COMMENTATORS AND COLOUR COMMENTATORS DURING
SPORTS CONTESTS OR GAMES AND REGULAR SPORTSCASTS**

Minimum Fees. The minimum fees for sportscasters, sports commentators and colour commentators for the duration of this Agreement shall be:

| <u>Length of Program or Program Segment as Defined Herein</u> | <u>Minimum Fees</u> June 1/90 to Aug. 31/91 | <u>Included Work Time</u> |
|---|--|---------------------------|
| 15 min. or less | \$165.40 | 6 hrs. |
| 16 to 30 min. | \$279.30 | 8 hrs. |
| 31 to 45 min. | \$315.40 | 8 hrs. |
| 46 to 60 min. | \$387.85 | 8 hrs. |
| Hourly Rate | \$ 31.00 | |
| Overtime Rate | \$ 46.55 | |

Each additional 15 minutes of program – no additional “Included Work Time”.

June 1/90
to
Aug. 31/91

\$54.30

Play-by-Play Commentator. Play-by-Play Commentator or any performer who appears in each segment of a program of a sports contest or game shall be paid for the total length of the program in accordance with the above fee schedule.

Segmentation of Program. Performers engaged as Hosts, Co-hosts, Commentators, Colour Commentators or as personalities who do not comment during a game or contest in progress, may be paid on the basis of one or more segments of a sports contest being broadcast in which they participate, based upon the fee schedule provided herein.

The segments of a sports contest broadcast or game shall be defined as:

- (a) The opening or period prior to the commencement of a game or contest, e.g. before kick-off in football or face-off in hockey.
- (b) The between game or mandatory breaks in game or contest action, e.g. halftime in a football game, the between periods portion of a hockey game.

- (c) The closing or period of time after the game or contest portion has ended, e.g. the analysis or wrap-up after a baseball game or ski meet.

The actual time of any single one of the segments of the broadcast shall determine the period of time for which payment is to be made to the performer. Each segment shall be counted at no less than fifteen (15) minutes. A performer participating in one (1) segment shall be paid at the fifteen (15) minute rate as per clause 3906; a performer participating in two (2) segments, with a combined elapsed time of less than thirty (30) minutes, shall be paid at the thirty (30) minute rate. If a performer appears in three (3) segments with an elapsed time of less than forty-five (45) minutes, he/she shall be paid at the forty-five (45) minute rate. If a performer appears in four (4) or more segments with a combined elapsed time of less than sixty (60) minutes, he/she shall be paid the sixty (60) minute rate.

3907 Performers in Actuality Broadcasts, Parades, Conventions and Other Similar Events. Performers engaged in actuality broadcasts such as parades, conventions and other similar events where the continuous broadcast time exceeds one (1) hour and in which a commentator may broadcast what is happening or provides informed analysis and views about the event shall be paid not less than the fees provided in clause 3906 for Sportscasters, Sports Commentators and Colour Commentators, except as provided below.

If a panelist or Commentator, or any other performer, is engaged to participate in an aspect of an actuality event as described above during the broadcast of such event, the program may be segmented to a minimum of fifteen (15) minutes, providing the performer does not participate in the broadcast in excess of fifteen (15) minutes.

MINIMUM FEES FOR OFF-CAMERA
PERFORMERS AND ANNOUNCERS

Off Camera Performers. Except for announcers, all performers engaged as off-camera performers will be paid the following minimum fees:

| <u>Length of Program</u> | <u>Performance Fee</u> | <u>Included Work Time</u> |
|---|------------------------------|---------------------------|
| | June 1/90 to Aug.31/91 | |
| 15 min. or less | \$116.35 | 1 hr. |
| 16 to 30 min. | \$160.00 | 4 hrs. |
| 31 to 60 min. | \$219.75 | 4 hrs. |
| Each additional 15 minutes of program, no additional “Included Work Time” | \$ 51.80 | |

Group Singers – Off-Camera. The above rates shall apply to a Group Singer in a group up to and including four (4) singers. When five (5) or more singers are engaged in a group, the above rates may be discounted by ten percent (10%).

| | |
|---------------|---------|
| Hourly Rate | \$25.80 |
| Overtime Rate | \$39.20 |

Announcers. The following minimum fees shall be paid to off-camera announcers:

| <u>Length of Program</u> | <u>June 1/90 to Aug. 31/90</u> | <u>Included Work Time</u> |
|---|--|---------------------------|
| 15 min. or less | \$116.35 | 1 hr. |
| 16 to 30 min. | \$188.70 | 3 hrs. |
| 31 to 60 min. | \$279.30 | 4 hrs. |
| Each additional 15 minutes of program, no additional “Included work Time” | \$ 51.80 | |
| Hourly Rate | \$ 25.80 | |
| Overtime Rate | \$ 39.20 | |

3909 Simulcast. A program that is broadcast on television and radio either simultaneously or by delay within seven (7) days shall entitle the performer concerned to the applicable radio fee in addition to the fee for work on television.

3910 Payments.

- (a) Hourly Rate Between “Included Work Time” and Ninth (9th) Hour of Work. A performer shall be considered as called for eight (8) hours, and paid for some, unless call is specifically designated and stated beforehand as a four (4) hour call. In the event of a four (4) hour call, the fifth (5th), sixth (6th), seventh (7th) or eighth (8th) hour or any part thereof, shall be paid for at the appropriate category hourly rate. This provision shall not apply where the included work time provided in the fee schedules, is less than eight (8) hours.
- (b) Weekly Fees. The weekly fees provided in the fee schedules of this Agreement shall only apply when the performer is contracted for five (5) consecutive days per week, eight (8) hours per day.
- (c) Single Performers, Panelists and Others. When an on-camera performer is engaged as the only performer in a program, or is engaged as a panelist or quiz master, such performer shall be paid as a principal performer in accordance with the applicable principal performer rate provided for variety and musical programs.
- (d) Unused “Included Work Time” in Variety and Musical Programs. When two (2) or more variety or musical programs are being produced on any on-camera production day, unused “Included Work Time” allocated in this Agreement for a program, may be credited against dry rehearsal hours without payment to the performer directly concerned.

If a rehearsal session is completed seven (7) days or more in advance of the commencement of the production session, thirty percent (30%) of the contracted fees shall be paid to performers fourteen (14) days following the rehearsal session.

ARTICLE 40 – DISCOUNTS

4001 Discounts Where Performer Guaranteed Program Payments by Written Contract. Where a performer is guaranteed payment for the number or programs provided herein by a written contract, the applicable daily work fee or performance fee, as the case may be, may be discounted in accordance with the following formula:

| | |
|------------------------|------|
| 10 programs guaranteed | 5% |
| 15 programs guaranteed | 8% |
| 25 programs guaranteed | 10% |
| 35 programs guaranteed | 12 % |
| 50 programs guaranteed | 15% |
| 65 programs guaranteed | 20% |

4002 Daytime Program. Where a performer is contracted and is guaranteed payment for not less than five (5) programs in a drama series, a panel or game show broadcast during daytime hours, the daily work fee or performance fee, as the case may be, may be discounted by an additional discount of five percent (5%) in addition to any discount provided in clause 4001.

4002 Maximum Discount Twenty-Five Percent (25%). The use of discounts in this Agreement shall not accumulate to a total of more than twenty-five percent (25%) of the daily work fee or performance fee, as the case may be, at any time.

ARTICLE 41 – DISTRIBUTION, RESIDUAL FEES AND PREPAID USE FEES

4101 Re-Use in Canada. Upon payment to the performers involved in a program (except extras) of the percentage provided herein of the total contracted fee, including all work time paid at hourly or overtime rates and penalty payments, CTV shall be entitled to one (1) re-use of a program or episode in a series in each market as defined in this Agreement:

| | |
|----------------------------------|-----|
| First re-use | 40% |
| Second re-use | 25% |
| Third re-use | 20% |
| Fourth and any subsequent re-use | 10% |

4102 (a) Use on a Single Television Station. Upon payment to the performers involved in a program (except extras) of ten percent (10%) of the total contracted fee, including all work time paid at hourly or overtime rates and penalty payments, CTV shall be entitled to sell a program to any single television station in Canada, except to a station in the Toronto-Hamilton area where the payment shall be twenty percent (20%).

- (c) When payment to the performer for re-uses under this clause has reached the appropriate percentage of gross fee indicated in clause 4101, CTV shall be entitled to broadcast the program one time on one television station in each market in Canada in which the program has not been so re-used.

4103 Educational Use.

- (a) Broadcast. In the event that CTV should sell or otherwise distribute a program for broadcast by a Department of Education, or a publicly owned authority created for the purpose of operating such education channel, all performers (except extras) shall share a Royalty Payment equal to 8% of CTV's Gross Receipts as defined elsewhere in this Agreement.
- (b) Non-Broadcast. Notwithstanding clause 4103(a), CTV may release any recording of a program for non-broadcast educational use, on a no charge basis to an accredited non-profit making, ethnic, religious, cultural or educational institution (no including publicly owned authorities, i.e. OECA), provided the responsible officer of any such organization or institution, signs the standard release form provided in Appendix "D" of this Agreement.
- (c) Cassette, Tape or Film – Library Distribution (Non-Broadcast). In the event that CTV should wish to release, sell or otherwise distribute a program to any accredited educational institution (including publicly owned authorities, e.g. TV Ontario) for use as described in the heading of this clause, all performers (except extras) shall share a Royalty payment equal to CTV's Gross Receipts as defined elsewhere.

| | <u>Distributor's Gross Receipts</u> | <u>Percentage of Performer's Gross Fee Payable (Except Extras)</u> |
|-------------------------------------|---|--|
| (i) Canada and the United States | 0 - \$ 50,000 | 15% per performer |
| | \$50,001 - \$100,000 | 20% per performer |
| | Over \$100,000 | 25% per performer |
| (ii) Rest of the World | 0 - \$ 50,000 | 10% per performer |
| | \$50,001 - \$100,000 | 15% per performer |
| | Over - \$100,000 | 20% per performer |

4104 Foreign Distribution.

- (a) Payment Within Thirty (30) Days. Whenever a program or episode in a series is distributed outside of Canada, the following use fees shall be paid to performers (except extras) within a period of thirty (30) days of receipt by CTV of license fees from such distribution or within one hundred and twenty (120) days from the first use, whichever is the sooner. Such use fee payment to the performer shall entitle the purchaser to one (1) television use of a program or episode in a series.
- (b) Use Fees – A Percentage of Total Contracted Fee, Hourly and Overtime Rates and Penalty Payments. All use fees required by this Agreement for use of a program outside of Canada shall be the applicable percentage of the total contracted fee inclusive of all work time at hourly and overtime rates and penalty payments.
- (c) Notice to ACTRA. CTV shall report to ACTRA any sale or distribution of a program within a period of thirty (30) days of CTV receiving advice of such sale or distribution.

(d) Sale or Distribution in United States of America.

| | <u>First Use</u> | <u>Second or Subsequent Use</u> |
|-----------------------------|------------------|-------------------------------------|
| (i) Each commercial network | 25% | 15% |
| (ii) P.B.S. | 15% | 10% |
| (iii) Syndicated sale | 20% | 10% |
| Prepayment of two (2) uses | 25% | |

(e) Sale or Distribution in United Kingdom.

| | | |
|---|-----|-------|
| (i) National Use | 15% | 7 ½ % |
| (ii) Each use in any one of the following regions: London, Midlands Yorkshire, Lancashire (Granada) | 5% | 2 ½ % |
| (iii) Each single station use | 2% | 1% |

When the aggregate of use fees resulting from regional and single station sales reaches fifteen percent (15%), CTV shall be entitled to one (1) play in each remaining U.K. market without additional use fee payment accruing.

(f) Sale or Distribution in Germany.

| | | | |
|------|-------------------|----|----|
| (i) | National use | 8% | 4% |
| (ii) | Each regional use | 2% | 1% |

(g) Sale or Distribution in Other Countries of Western Europe.

| | | | |
|-------|-------------------------------------|----------------|-------|
| (i) | France, Italy, Spain | 5% per country | 2 ½ % |
| (ii) | Holland, Switzerland, Belgium | 2% per country | 1% |
| (iii) | Finland, Denmark, Norway, Sweden | 2% per country | 1% |

(h) Sale of Distribution in USSR (Russia) and Socialist Bloc (Central European) Countries.

| | | | |
|-------|------------------------------|-----|-------|
| (i) | USSR | 5% | 2 ½ % |
| (ii) | Each use in any one country | 2% | 1% |
| (iii) | All countries Socialist Bloc | 10% | 5% |

(i) Sale or Distribution in Japan.

| | | | |
|------|-------------------|----|----|
| (i) | National use | 8% | 4% |
| (ii) | Each regional use | 2% | 1% |

(j) Sale or Distribution in Australia.

| | | | |
|------|-------------------|----|-------|
| (i) | National use | 5% | 2 ½ % |
| (ii) | Each regional use | 2% | 1 % |

(k) Sale or Distribution in Caribbean. (See Appendix "I")

| | | |
|-----|----------|----|
| (i) | Each use | 1% |
|-----|----------|----|

(l) Sale or Distribution in Latin America. (See Appendix "I")

| | | |
|------|-------------------------|-----------------------|
| (i) | Brazil – Each use | 1% |
| (ii) | Each additional country | 1% to a maximum of 5% |

- (m) Other Countries. Any television use not specifically provided above shall require a payment of one percent (1%) for each use in the manner provided above.

4105 Prepaid Use on Television.

- (a) CTV may sell or distribute a program on conventional television upon prepayment to the performers (except extras) of the following percentages of the total contracted fee, including all work time at hourly and overtime rates and penalty payments.
 - (i) For sale or distribution for five (5) years of television use anywhere outside Canada 50%
 - (ii) For sale or distribution for ten (10) years of television use anywhere outside Canada 100%
 - (iii) For sale or distribution for twenty-five (25) years of television use anywhere outside Canada 165%

In order to exercise this twenty-five (25) year provision, the first payment shall equal one hundred and five percent (105%) which shall cover the first ten (10) years. Within six (6) months of the expiry date of the ten (10) year period the fee of sixty percent (60%) for the remaining fifteen (15) years shall be paid. Should the first ten (10) years expire and payment not be made, any further five (5) or ten (10) year periods shall be paid in accordance with (i) and/or (ii) above.

- (b) Payments Within Ninety (90) Days of First Broadcast. CTV shall pay the prepayment fees prescribed above within ninety (90) days of the first broadcast.
- (c) Program Series. CTV may exercise the right to prepay performers within a period of eighteen (18) months following the first broadcast of a program in a series. CTV shall notify ACTRA of its intention to exercise prepayment rights.

4106 Theatrical Use.

- (a) Theatrical Use in Canada. For sale or distribution of a program for theatrical use before paying audiences in Canada, the performers involved (except extras) shall be paid the following percentage payment based upon the total contracted fee including all work time at hourly and overtime rates and penalty payments:
 - (i) Unlimited use in two (2) or more theatres in Canada 10%
 - (ii) Unlimited use in one (1) theatre in Canada 5%

- (b) World Use in Theatres. Upon payment to the performers involved (except extras), a program may be used theatrically throughout the world for an unlimited period. Such payment shall be thirty-five percent (35%) of the total contracted fee including all work time at hourly and overtime rates and penalty payments.

4107 Audio Track Use on Radio. Where the audio track of a program produced for television is sold for use on radio, the performers involved (except extras) shall be paid:

June 1/90 \$ 9.00

per program for one (1) use on one (1) radio station.

4108 Pay-TV, Cable TV, In-Flight Use and Compact Devices.

- (a) Definitions. For the purposes of this Agreement, the following definitions shall apply:
 - (i) Pay Television shall mean 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 a 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.
 - (ii) Cable Television shall mean the exhibition of programs on television receivers by means of transmission from a central head and through coaxial or other type of cable to subscribers paying a fee to the proprietor of the cable television system.
 - (iii) In-Flight Use. Exhibition of programs on any commercial carrier such as, but not limited to, airlines, trains, ships and buses.

- (iv) Compact Devices. A compact device is any audio-visual device or other similar device containing a program (recorded on film, disc, tape or other material) and designed for replay on a television receiver or monitor. This section does not apply to the use of video compact devices for exhibition of a program by a television broadcast station, theatrically, pay and/or cable TV or other uses covered elsewhere in this Agreement.
- (b) CTV Obligation. Except as provided otherwise in this Article, CTV is responsible and shall be held liable for use payments to performers whenever a program is recorded in cassette form or used in Pay TV, In-Flight TV or Cable TV.
- (c) Distribution Obligation. If a program is to be distributed, sold or otherwise marketed by an entity or person other than CTV (herein called the "Distributor"), CTV shall transfer and assign its obligations as required by this Article of this Agreement to such distributor by having the distributor execute and furnish to ACTRA a fully completed agreement assuming all the obligations and responsibilities for the payment to performers as provided in this Article prior to the distribution, sale or marketing of a program by such distributor. Upon receipt thereof by ACTRA, as the duly authorized representative of the performers affected, the distributor shall become responsible for all payments to performers as required by this Article of this Agreement and CTV shall be relieved of such responsibilities except as a guarantor, should the distributor be unable or unwilling to meet such responsibilities except as a guarantor, should the distributor be unable or unwilling to meet such responsibilities when they become due.
- (d) Distributor Reports to ACTRA. Within one (1) month from the date of first use in each of the media referred to in this Article of the Agreement and thereafter promptly following the end of each calendar quarter year, CTV or assigned distributor shall furnish to ACTRA a written report showing the gross receipts from the sale, lease, license and distribution of the use in each media.
- (e) Royalty Formula. When CTV sells or licenses a program, CTV shall pay to the performers concerned a royalty of eight percent (8%) of CTV's Gross Receipts, except that monies accruing as CTV's Gross Receipts for uses of the program within a period of prepaid use shall not entitle the performer to receive royalty payments on such monies.

CTV's Gross 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 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.

Payment Procedure. Royalty payments shall be made to ACTRA in trust for 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.

(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.

(iii) CTV will, upon first sale in any media herein addressed, pay to each performer in a residual category an advance payment equal to ten percent (10%) of performance gross fees.

Fair Market Value. CTV 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 a barter, or exchange, or other means for which no charge is made or 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.

Right of Audit. CTV 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 no more than once a year at ACTRA's expense at normal place of business and normal business hours, all books, records, accounts, receipts, disbursements and any other relevant documents related to the program.

Other Uses. Should CTV 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 CTV have negotiated mutually acceptable terms and conditions to apply to such form of use.

ACTRA acknowledges that payment by CTV to the ACTRA Performers Rights Society of royalties due to performers under this Article, or

payment to the Society of concomitant insurance and retirement contributions, shall fulfill the obligations of CTV to the individual performers and to the ACTRA Fraternal Benefit Society. The Society will hold in trust for the performers and for the ACTRA Fraternal Benefit Society all funds remitted by CTV.

- (f) Gross Fees. Gross fees referred to in this Article shall mean the performer's contracted fee including all work time at hourly and overtime rates and penalty payments.

Payment Options. Upon payment at the time of production to performers of the following percentages of gross fees earned during the production of a program, CTV 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 paid) in the applicable markets. CTV 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 of a program.

| <u>Media Uses</u> | <u>Canada</u> | <u>U.S.</u> | <u>Foreign</u> | <u>World</u> |
|--|---------------|-------------|----------------|--------------|
| (a) Free TV (5 years) | 50% | 50% | 25% | 85% |
| (b) Pay TV (5 years) | 40% | 45% | 20% | 70% |
| (c) Cable/ETV (5 years) | 20% | 20% | 20% | 40% |
| (d) Compact Devices (5 years) | 20% | 20% | 10% | 30% |
| (e) All use for 5 years (except theatrical) | 85% | 95% | 40% | 145% |

NOTE: The "Foreign" market includes use in any and all countries, except Canada and the United States. The "World" market includes use in Canada and the U.S.A. as well as use in any and all other countries.

- 4110 Festivals and Competitions. CTV may enter its programs in festivals and competitions and authorize all uses ancillary and incidental thereto, without additional payment. However, if as a result the programs are broadcast, residual fees shall be paid in accordance with the conditions provided in this Agreement. Residual fees shall not be payable for program extracts up to two (2) minutes (per program) in length broadcast in connection with festivals or competitions in which the program is entered.

- 4111 Other Uses Not Provided Herein. Any use not specifically provided for in this Agreement shall require CTV to secure from ACTRA permission to use the program and the use fees to be paid to performers.

ARTICLE 42 – ENGAGEMENT OF EXTRAS

- 4201 The following procedure shall apply to the engagement of extras in any production:
- (a) In the engagement of extras, ACTRA members shall be given preference.
 - (b) CTV shall forward to the nearest local ACTRA office at the end of each calendar month during production, all work permit fees payable, the name and address of each extra and the production title.
 - (c) Whenever CTV has engaged twenty-five (25) extras who are governed by the rates, fees and terms of this Agreement in any one (1) production or episode in one (1) day, additional extras may be employed outside the rates, fees and terms of this Agreement for crowd work only. For each extra engaged under this provision, CTV shall pay to ACTRA a sum of one dollar (\$1.00) as a qualification fee to work in the production
- 4202 Booking of Extras – Hours of Call. Except where CTV specifically designates a call as a four (4) hour call, an extra shall be deemed to be booked for an eight (8) hour call. In the case of an extra booked for four (4) hours, any additional hours of work shall be paid for the fifth (5th), sixth (6th), seventh (7th) and eighth (8th) hour of work at the appropriate hourly rate provided in Article 3904. Any time worked in excess of eight (8) hours in a day shall be paid for at the appropriate overtime rate provided in Article 3904. There shall be no unpaid meal period included in a four (4) hour call.

ARTICLE 43 – APPENDICES

- 4301 Appendices listed and attached hereto, shall form part of this Agreement:

APPENDIX “A” – DUBBING OR LIP SYNCHRONIZATION FEES
APPENDIX “B” – STANDARD PERFORMER CONTRACT FORM
APPENDIX “C” – FOOTBALL WAIVER FEE
APPENDIX “D” – STANDARD RELEASE FORM
APPENDIX “E” – LETTER OF ADHERENCE
APPENDIX “F” – EXTRACT FROM ACTRA/CANADIAN ACTORS’
EQUITY RECIPROCAL AGREEMENT
APPENDIX “G” – PERFORMERS WORK PERMIT
APPENDIX “H” – FREELANCE ANNOUNCER FEES
APPENDIX “I” – CARIBBEAN AND LATIN AMERICAN MARKETS
APPENDIX “J” – AFBS REMITTANCE STATEMENT

ARTICLE 44 – DURATION

- 4401 This Agreement shall become effective on June 1, 1990 and shall remain in full force and effect until midnight, August 31, 1991.
- 4402 In the event that prior to the expiry date of this Agreement, either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party not less than ninety (90) days prior to the expiry date of this Agreement.
- 4403 Notwithstanding clause 4402 above, if the parties should fail to execute a new Agreement sixty (60) days in advance of the expiry date of this Agreement, extension of the existing Agreement shall be a matter of mutual decision between the parties.

In witness whereof the parties hereto have caused this Agreement to be executed this day of , 1991.

CTV TELEVISION NETWORK LIMITED
(CTV)

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

APPENDIX “A”

DUBBING OR LIP SYNCHRONIZATION

The following minimum rates and conditions of work shall apply to performers engaged in dubbing or lip synchronization as defined in the CTV Television Network – ACTRA Agreement for Performers. This Appendix shall not apply to performers engaged in the production of a program, but shall apply to existing programs originally produced in a language other than English.

(1) Hours of Work.

- (a) The first hour starts from the time of call for which the performer reports.
- (b) Should the performer be called for more than one separate reporting time during any one day, each new reporting time shall constitute a new first hour of work.
- (c) No work session shall be more than five (5) hours without a meal break.
- (d) Such meal break shall not be less than one (1) hour or in excess of two (2) hours in any one (1) day. Such meal breaks shall not be paid.
- (e) In the event of a meal break of longer than one hundred and twenty (120) minutes, the reporting time after the break shall constitute a new first hour of work.
- (f) Notwithstanding the foregoing, when an extended meal period of more than one hundred and twenty (120) minutes is at the request of the performer, or if the performer requests more than one separate reporting time during any one (1) day, the performer shall be paid on the actual number of hours worked and calculated as an uninterrupted work day.

(2) Fees.

- (a) Fees paid to performers shall be calculated on a daily basis in accordance with the duration of the work session ((b)(i) below);

OR

the performer shall be paid in accordance with the number of lines of script which must be voiced ((b)(ii) below);

whichever method of payment is greater for each session.

(b) (i) Payment Per Hour of Work (or part thereof):

June 1/90

- | | | |
|-----|--|-------------|
| (1) | First hour | \$86.85/hr. |
| (2) | For each of the next two (2) hours | \$44.50/hr. |
| (3) | For each of the fourth (4 th), fifth (5 th) and sixth (6 th) hours of work calculated in one-half (1/2) hour units | \$44.50/hr. |
| (4) | For the seventh (7 th) and each subsequent hour of work calculated in one-quarter (1/4) hour units | \$78.60/hr. |

OR

(ii) Per Line Fee:

Effective June 1, 1990 - \$2.70 per line (each line of script shall not be more than ten (10) words).

- (3) Cast List and Work Time Record. CTV shall forward to the ACTRA steward a detailed list of the cast in each production, the hour of call for each performer and the record of the length of time worked by each performer, initialed by the performer or performers concerned and an authorized representative of CTV.
- (4) Unlimited Use. Upon payment to the performer of the above minimum rates, CTV shall be entitled to unlimited use of the dubbed or lip synchronized production without additional payment.

APPENDIX "B"

STANDARD PERFORMER CONTRACT FORM

The fees, terms and conditions of CTV/ACTRA Agreements are minimum provisions and performers may negotiate with CTV over and above such minimums (Article 5, Clause 504)

Between: CTV TELEVISION NETWORK LIMITED

AND

(Name of Performer)

ACTRA No. _____

Work Permit No. (if applicable) _____ Social Insurance No. _____

Fees Payable to (if applicable) _____

NATURE OF PRODUCTION

Title of Program or Series: _____

Length of Program or Episode: _____ Production No. _____

NATURE OF ENGAGEMENT

Category of Performance: _____

Date of Scheduled Work or Rehearsal: _____

Fee: _____ or _____ or _____

(Daily)

(Performance Fee)

(Weekly Fee)

Hourly Rate: _____ Overtime

Rate: _____

If on Location or Out-of Town Travel Involved:

(a) Per Diem Allowance: _____

(b) Other Expense Allowances (if any): _____

(c) Travel (describe nature of): _____

(d) Additional Matters: _____

Special Provisions: _____

This contract of engagement is subject to the terms, rates and conditions of the Agreement between the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA) and CTV Television Network Limited covering performers in programs produced for CTV and should any provision of this contract be less favourable than the minimum provisions of the above-mentioned Agreement, CTV agrees to rectify such provision to conform to the terms of this Agreement.

Date: _____

(Performer's Signature)

Date: _____

(Signature of Representative of CTV
Television Network Limited)

APPENDIX "C"

FOOTBALL WAIVER FEE

Date _____

CTV and ACTRA agree that CTV will pay to ACTRA a waiver fee of:

June 1/90 \$27.70

for each football game broadcast, except the Grey Cup Game, to cover on-field performers who are not members of ACTRA. It is further agreed that should ACTRA members or professional performing talent be called upon to perform in the residual categories of performance provided in this Agreement, such performers shall be paid and qualified for work in accordance with the terms and conditions of this Agreement.

On behalf of

On behalf of

CTV TELEVISION NETWORK LIMITED
(CTV)

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

APPENDIX "D"

STANDARD RELEASE FORM

It is understood that use of the program titled _____

Being granted to _____

by the CTV Television Network is restricted as follows:

- (1) It is understood and warranted that this program will be used for non-profit purposes only, and that no sale of any kind will be made in connection with the program, or any portion thereof.
- (2) It is understood that no duplicates will be made of the program.
- (3) It is understood that Licensee will not be permitted, and will not permit others to charge an admission fee for the exhibition of the program.
- (4) It is understood that neither the program nor any portion of the program will be used for any television purposes either off-air or by exhibition of the program on any community television antenna (CATV) system.

The licensee agrees to indemnify CTV Television Network Limited from all claims, liabilities and adjustments rendered against CTV Television Network Limited by virtue of the breach of these covenants.

Accepted and agreed to this _____ day of _____, 19_____

At _____.

Licensee

APPENDIX "E"

LETTER OF ADHERENCE

Independent Producers of programs or episodes in a series shall sign a Letter of Adherence as provided herein on their own letterhead and forward same to the National Executive Director (General Secretary) of the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA) in triplicate. 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 for CTV.

Date _____

_____ (insert name of producer or company) hereby acknowledges receipt of the National Agreements dated June 1, 1990 to August 31, 1991 between the CTV Television Network Limited (CTV) and the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA) for Performers and Writers in Television Broadcasting. We hereby become signatory to said Agreements and agree to abide by and conform to all the terms and conditions contained therein, except as specifically stipulated herein, on behalf of all production undertaken for CTV during the term of the Agreements.

Notwithstanding the provisions of Article 11 and 12 of the Performers Agreement and Articles 4 and 5 of the Writers Agreement, and in addition to the provisions of Article 37, clause 3703 of the Performers Agreement between CTV and ACTRA, ACTRA may, at its discretion, declare a producer "unfair" and withdraw the services of performers and writers from the producer without injury or damage to the performers and writers concerned or ACTRA as an Alliance in the event that:

- (1) Payments to performers or writers have not been made within the time periods provided in Article 37 of the Performers Agreement or within the time periods provided in clause 1609 of the Writers Agreement between CTV and ACTRA, or
- (2) Payments which have been made by cheque are not honoured by the producer due to lack of funds or for some other reason, or
- (3) Payments on behalf of performers or writers by the producer have not been made to the ACTRA Fraternal Benefit Society or the engager fails to meet any other monetary obligation required by the above-noted Agreements.

ACTRA reserves the right to require the posting in advance, of adequate bond, cash or other security for the protection of its members.

ACTRA agrees that a declaration of “unfair” or the withdrawal of services shall not occur until the expiry of ten (10) calendar days from the date of written notice to the engager of ACTRA’s intentions. ACTRA further agrees that such declaration or withdrawal of services shall be limited to the signatory producer.

ACTRA agrees to provide CTV with a copy of such written notice.

(Signature)

On behalf of _____

This _____ day of _____, 19__.

Receipt of the above Letter of Adherence is hereby confirmed by the Alliance of Canadian Cinema, Television and Radio Artists.

Per: _____

Date: _____

APPENDIX "F"

EXCERPT FROM ACTRA/CANADIAN ACTOR'S EQUITY ASSOCIATION
RECIPROCAL AGREEMENT IN REFERENCE TO TAPING OR FILMING
PERFORMANCES OUTSIDE STUDIO

TRANSFER FROM ONE MEDIUM TO ANOTHER

- (a) Notwithstanding Clause 1 herein, when a specific stage production produced under CAEA Agreements and contracts has been given CAEA's permission to be transferred to TV, film, phonograph, audio or videotape or other form of mechanical or electronic recording, CAEA and ACTRA agree that should CAEA contractual rates for such transference or recording of said specific production be greater than the ACTRA minimum, CAEA contractual rates will apply; otherwise, ACTRA rates will apply.

- (b) The rates in Article 4(a) will not apply:
 - (i) when a stage production is being taped or filmed for the private record of the producing company subject to the controls and restrictions imposed by CAEA;

 - (ii) when small segments (no longer than two minutes in duration) of a show are being filmed or videotaped or recorded or broadcast for the purposes of promoting locally the show, the cast, or production company being so filmed or taped, subject to the controls and restrictions imposed by CAEA.

- (c) When a recording, videotape or film is made to be used as an integral part of a stage production, the recording, videotaping, or filming will be governed by the CAEA regulations under the appropriate contract.

- (d) When a recording, videotape, or film which was originally made under agreement with ACTRA for broadcasting, or televising, or showing in a motion picture theatre is used as a portion of a stage presentation, the rates for the use of said recording, videotape or film will be governed by ACTRA regulations.

APPENDIX "H"

MINIMUM RATES AND CONDITIONS – FREELANCE ANNOUNCERS

It is understood that where this Appendix is silent, the terms and conditions of that Agreement attached hereto shall prevail.

- (a) Basic weekly duties shall include the following announce work:
- Network ID's
 - Promos (Program Tags)
 - Pre-empt announcements
 - Disclaimers
 - Intro's, Re-intros and Extro's in News and Sports Programming
 - Specials
 - CTV Sales Presentations
 - Movie Intro and Trailer Announcements
 - Network Audio Feed (Closed Circuit)
 - Standby duty for emergency situations

For the duties above, the included work time shall be ten (10) hours per week.

- (b) Outside studio sessions (voice-overs for new and ongoing program (30 second and 60 second) promos) shall be as follows:

- Up to six (6) sessions per year plus recalls for these specific sessions.
- Session shall be a maximum of four (4) hours in duration.

- (c) (i) Guaranteed minimum weekly fee for the duties as described in (a) and (b) above shall be:

June 1/90 \$474.60

- (ii) For any hours worked over and above the included work time specified in (a) above, the minimum hourly rate shall be:

June 1/90 \$ 38.35

per hour, calculated in hourly units.

- (iii) For any sessions longer in duration than as shown in (b) above, the minimum hourly rate shall be:

June 1/90 \$ 38.35

per hour, calculated in hourly units. Minimum one (1) hour call.

- (d) Contract. A freelance announcer shall be given a yearly contract, guaranteeing at least the minimum fees described herein. A contract may be cancelled upon (13) weeks notice, or payment of the guarantee for thirteen (13) weeks in lieu of notice time. In an instance where an announcer's contract is cancelled, any material voiced by that announcer shall cease to be used, after the twelve (12) month period, dating from notice of cancellation.
- (e) The above fees and conditions specifically do not include:
 - (i) Voice-over announcing within a program, except where the announcement is related to duties specified in (a) or (b).
 - (ii) Commercials, commercial announcements or billboards containing a qualifying message.

If an announcer is required to perform duties as described in (i) and (ii) above or other duties beyond those specified in (a) and (b), the terms and conditions of the appropriate ACTRA Agreement shall apply.

APPENDIX "I"

CARIBBEAN MARKETS

Haiti/Dominican Republic
Jamaica
Cayman Islands
Trinidad/Tobago
Barbados
Bahamas
Bermuda
Surinam
Curacao/Aruba

LEEWARD ISLANDS

Guadeloupe
Antigua
St. Kitts
St. Martin
Virgin Islands

WINDWARD ISLANDS

St. Vincent
St. Lucia
Grenada
Martinique

LATIN AMERICAN MARKETS

Argentina
Bolivia
Brazil
Chile
Columbia
Costa Rica
Dominican Republic
Ecuador
El Salvador
Guatemala

Honduras
Mexico
Nicaragua
Panama
Paraguay
Peru
Puerto Rico
Uruguay
Venezuela

Mr. Garry Neil
General Secretary
Alliance of Canadian Cinema,
Television and Radio Artists
2239 Yonge Street
Toronto, Ontario
M4S 2B5

Dear Mr. Neil:

This letter will serve as an understanding between ACTRA and CTV in respect to Article 7 in the current Agreement relating to qualification of performers. It is understood that the CTV Television Network has an undertaking as outlined in the CTV/ACTRA Agreement to give preference of engagement to Canadian performers. Article 7 of the Agreement establishes a procedure for the issuance of the necessary work permits when CTV engages a non-Canadian performer.

Producers working under the CTV/ACTRA Agreement have sole responsibility and authority over the casting of programs in consultation with CTV, and any other producers or co-producers involved. CTV is willing to meet with ACTRA on any issues in respect to interpretation of Article in the Agreement, and will certainly be pleased to meet with representatives of ACTRA at mutually convenient times during the period of this Agreement.

It is understood that representatives at such joint meeting are only there for briefing and discussion, and are not empowered to change any of the terms and conditions of the Agreement. It would be further understood that such meetings would be treated with proper confidentiality.

It is hoped that these meetings will be of mutual benefit to both ACTRA and CTV.

Yours Sincerely,

CANADIAN TELEVISION NETWORK

