

AGREEMENT

BETWEEN

The NATIONAL FILM BOARD OF CANADA ("NFB")

AND

ACTRA

April 26, 2004 to April 30, 2007



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NOTE: Throughout this Agreement three rates are indicated: e.g. \$521/531/542
In all cases the first rate is effective from:
signature to April 30, 2005

**The second rate is effective from:
May 1st, 2005 to April 30, 2006**

**The third rate is effective from:
May 1st, 2006 to April 30, 2007**

SECTION A

GENERAL CLAUSES

ARTICLE A1 - RECOGNITION AND APPLICATION

- A101 **Bargaining Unit** The NFB recognizes ACTRA as the exclusive bargaining agent for the Performers engaged by the NFB subject to the Status of the Artist Act to perform the functions described in the certification issued by the Canadian Artists and Producers Professional Relations Tribunal on June 25, 1996.
- A102 This Agreement sets forth the minimum rates and working conditions under which Performers may be engaged in recorded Productions produced by any method in Canada or on-location outside Canada.
- A103 The terms of this Agreement are the result of negotiations between the NFB and ACTRA.
- A104 **Administration of Agreement** This Agreement shall be administered jointly by ACTRA and the NFB in all its facets on a principle of equality between ACTRA and the NFB in all matters pertaining to the administration of the Agreement's provisions. Questions regarding interpretation of the meaning of the clauses in this Agreement may be directed to the NFB or to ACTRA. Neither of the parties shall give interpretations binding upon the other without the written agreement of the other.
- A105 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to Productions produced pursuant hereto, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.
- A106 **Rights of NFB.** Except to the extent specifically modified in this Agreement, all rights and prerogatives of management, administration and direction are retained by the NFB and may be exercised by the NFB as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the NFB's rights shall include:
- (i) the right to maintain efficiency, discipline and order, and to discipline and discharge Performers in accordance with this Agreement; and,
 - (ii) the right to select and hire Performers and other personnel; the right to establish the methods and means of Production, including determining the qualification of personnel, the hours and dates personnel are required, and the location and standards of performance; methods used to ensure security of the NFB's property; and generally the right to conduct its business the most effective way it sees fit, without interference.

ARTICLE A2 - EXCLUSIONS

A201 A Performer means a person who is engaged to appear on-camera or whose voice is heard off-camera in any manner whatsoever, but specifically does not include:

- (a) A member of the armed forces of Canada when appearing in any Program primarily for the purpose of displaying military ceremony or for the purpose of recruitment, education or information relating to the armed forces.
- (b) Children under the age of sixteen (16) without professional status, appearing as themselves in a Program.
- (c) A person performing as an instrumentalist, musician or conductor of a band, chorus or choir, who is within the jurisdiction of the American Federation of Musicians.
- (d) A member of the public appearing incidentally as part of a public event or as a member of a studio audience, providing such person does not receive individual coaching or direction.
- (e) A person or persons performing their regular employment duties or professional duties (other than Performers) at their regular place or places for performing such duties; or persons pursuing their normal activities in or about their place of abode, except where such person or persons are rehearsed or directed so as to provide individual characterisation.

A202 The following persons shall be excluded from the rates and conditions of this Agreement in production of Documentary and Industrial Programs only:

- (a) Persons holding or candidates for public office.
- (b) Non-professional choirs, choruses, dancing groups and other non-professional groups of ethnic, religious, educational, cultural, or philanthropic organisations, not operated for the profit of its individual members.
- (c) Persons appearing in a single Production in relation to news, education or public affairs, or because they are specialists whose regular employment or whose activity is in the field in which they report or comment such as government employees, college professors, or members of a recognized profession provided, however, that they shall be limited to three (3) occasions in any calendar year.
- (d) Members of the armed forces; inmates of institutions such as schools, hospitals, or prisons; or undirected and unpaid members of the public.

A203 When a member of ACTRA is engaged in the above excluded categories, the rates and conditions of this Agreement shall apply to such members, but the participation in a Production of a ACTRA member, in an excluded category, shall not require the qualification of non-ACTRA participants in that Production who appear in excluded categories. This clause shall not apply to a ACTRA member engaged in the above excluded categories of A201(a), (c), (d) or A202(a) or (d). The NFB may request ACTRA to waive the application of the Agreement when a ACTRA member is engaged in the categories of A201(e).

ARTICLE A3 - PERFORMER DEFINITIONS

- A301 Actor means a Performer engaged to speak or mime ten (10) lines or less of dialogue, or whose performance constitutes an individual characterisation notwithstanding the absence of dialogue.
- A302 Animation Performer means a Performer engaged to voice a role or roles in an animated Production or Productions.
- A303 Announcer means a Performer engaged to deliver continuity or a message other than a commercial.
- A304 Background Performer. See Section C, Article C 2, for definitions.
- A305 Cartoonist means a Performer who draws cartoons or caricatures as part of a performance. A Cartoonist shall be categorised as a Principal Actor.
- A306 Choreographer means a Performer who creates and/or stages dance numbers.
- A307 Chorus Performer means a Performer engaged to appear in a Program in any combination of two or more of the categories of Group Singer, Group Dancer or Actor.
- A308 Dancer means a Performer who performs choreographed dancing, swimming or skating, either alone or with others.
- A309 Group Dancer means one (1) of two (2) or more Dancers, except duos engaged in dance.
- A310 Group Singer means one of two (2) or more Singers except duos.
- A311 Host means a Performer who introduces or links segments of a Program. Included among the categories of "Host" are:
- (a) Master of Ceremonies
 - (b) Moderator
 - (c) Quiz Master
 - (d) Interviewer
- A312 Narrator or Commentator means a Performer other than an Animation Performer engaged to perform narrative material or commentary on- or off-camera.
- A313 Off-Camera Performer means a Performer other than an off-camera Narrator or Commentator or Animation Performer engaged to execute or interpret a role in a dramatic form of presentation off-camera.
- A314 Performer. See A201 for definition.
- A315 Principal Actor means a Performer engaged to speak or mime eleven (11) or more lines of dialogue, or an Actor engaged to perform a major role without dialogue (e.g. screenplay "Johnny Belinda").

- A316 Puppeteer means a Performer who manipulates hand puppets or marionettes and in this definition "manipulating" means the movement, placing and positioning of a puppet, or marionette.
- A317 Singer means a Performer engaged to sing either alone or with others.
- A318 Specialty Act means any act either individual or a group, which is available except for camera rehearsals as a rehearsed entity ready for performance prior to an engagement.
- A319 Stunt Performer means a Performer specially trained and knowledgeable in the engineering of and the performance of stunt work, as the term is generally understood in the industry, relating to a performance which would be considered dangerous if not performed by a Performer with such special training.
- A320 Vocal or Dialogue Coach means someone engaged to coach Performers either in vocal or script delivery techniques.
- A321 Gender and Number Where the context so requires, the feminine gender shall include the masculine or neuter, and the masculine or neuter the feminine and the singular shall include the plural and the plural the singular.

ARTICLE A4 - DEFINITION OF TERMS

- A401 Above Minimum Fee means the 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 performance fee or fees at above minimum fees may or may not apply to overtime fees, other work fees, residual and prepaid use fees, penalty provisions, and any other additional or supplementary fees, depending on what is stipulated in the individual contract between the Performer and the NFB.
- A402 ADR - see Post Synchronisation
- A403 Audition means the visual and/or oral auditioning with or without cameras of a Performer or a group of Performers for the purpose of determining his/her or their value or suitability for a specified performance, and includes screen and / or voice tests wherein a Performer or a Specialty Act, or group of Performers are tested for ability, talent physical attributes and / or suitability for inclusion in a Production.
- A404 Availability Inquiry means an approach to a Performer regarding his/her interest and/or availability for an engagement.
- A405 Billboard means an off-camera qualifying message on behalf of an advertiser that contains descriptive selling words or phrases qualifying the actual mention of the advertiser's name, product, services or outlets and occurs either at the opening or closing of a program.
- A406 Booking means notification to a Performer and acceptance by him/her of an engagement on a definite date or dates.

- A407 Bumper means a short non-commercial announcement in the nature of "we'll be right back".
- A408 Cable Television means the exhibition of a Production on television by means of cable, satellite, master antenna, or any combination thereof, where the signal embodying the Production is packaged with other signals or programming services for which a single fee is charged for all or some of such signals or services. Cable Television use includes "basic cable" channels and "specialty" channels but does not include Network Television, Syndicated Television or Pay Television.
- A409 Call means the place and hour of commencement of work for a Performer.
- A410 Compact Device means the distribution of a Production by manufacturing and selling or renting copies of a Production on tape, disc, cassette, laser disc, CD-ROM or any other similar format intended primarily for private, in-home exhibition.
- A411 Contracted Fee means the fee for services contracted and the guaranteed work time specified in the contract of the individual Performer.
- A412 Distant Location means a location on which a Performer is required to remain away and be lodged over night.
- A413 Documentary Program means an information Program that is not designed to be purely entertainment and which may include drama or variety techniques in achieving its information goal.
- A414 Domestic Run means the Use on television of a Program, either simultaneously or not, once in any or all cities or areas in Canada served by television stations. (N.B. A Use on an English and French station in the same city or area does not constitute a re-run.)
- A415 Dubbing means the voice synchronisation by a Performer off-camera to match the performance of a Performer in an existing Program originally produced in a language other than English.
- A416 Educational Television Program means curriculum based Production.
- A417 Episode means one Program, complete in itself but forming part of a Series.
- A418 Free Television means exhibition defined as Network and/or Syndicated Television.
- A419 Gross Fee means total compensation paid to a Performer during Production exclusive of moneys paid by the NFB for expenses, such as per diem allowances or travel costs as agreed.
- A420 Industrial Program means a Program which is not less than three (3) minutes in length and which is produced to promote directly or indirectly the image of an organisation or to promote the use of its products or services, or to offer training in the use of its products or services, or to provide education or instruction, but is not intended for broadcast on television.

- A421 Interstitial means filler material which in itself does not constitute a Program and which is produced (excluding commercials, billboards and Public Service Announcements) for the purpose of filling short periods of time between main items of programming on Pay or Cable Television.
- A422 Internet means communication of audiovisual works in digital format via a local or global network of computers interconnected by means of TCP / IP protocols, or similar technology, which are received on any computer system allowing the playback of sounds and images.
- A423 Internet Production means original audiovisual production ofr Internet only exhibition.
- A424 Line of Dialogue means a line of script of ten (10) words or less including directed but unscripted dialogue.
- A425 Lip Synchronisation means the voice synchronisation by a Performer off-camera to match the on-camera performance of another Performer. Incidental use of other languages in a Production will be considered lip synching.
- A426 Mini Series means a single Program (i.e. a Single Unit) of predetermined length intended for broadcast in segments which Program has a single essential storyline beginning in the first segment and concluding in the last.
- A427 Nearby Location means a location outside of the studio zone on which Performers are not lodged overnight but return to the studio at the end of the work day.
- A428 Net Fees means the fees which are earned by a Performer on days during which Performers work in front of the camera or microphone, including blocking and ADR and which are used for the purpose of calculating residuals and Use Payments, but for greater certainty:
- a. The following fees are **included** in the calculation of *Net Fees*: Fees earned for the minimum eight hour work day and any rehearsal, makeup/hairdress/wardrobe, and overtime on such day. For clarity, fees earned on a contracted day of work in which a Performer reports for work, but does not actually go in front of the camera or microphone, for whatever reasons (delay caused by technical difficulty, etc.) shall be considered to be part of *Net Fees*.
 - b. The following are **excluded** in the calculation of *Net Fees*: prop shots, meal penalties, travel time (except when travel is part of an eight hour work day), penalties for violation of the Rest between Days (A1301), rehearsals and reading sessions (except, as in a. above, on a work day), cancellations or postponements that are in accordance with A19, Hold Overs on Location (A1801), talent auditions fees, late payment penalties, wardrobe fitting or special make-up (except, as in a. above, on a work day), and expense moneys, such as per diem allowances, travel costs as agreed etc.
- A429 Network Television means any Canadian network so recognized by the CRTC and any American network so recognized by the FCC.

- A430 Non-theatrical means the distribution in all media save for Theatrical, Network Television, Syndicated Television, Pay Television, Cable Television and Compact Device distribution, except Uses contemplated in B 302 of this Agreement. It includes loans, rent and NFB direct sales to consumers, institutions, presentation via Ciné-Route or similar way, in NFB theatres or offices, at festivals or in flight, as special event in Art houses or Repertory Cinema and distribution via NFB partner libraries.
- A431 Parties means ACTRA and the NFB.
- A432 Pay-Television means 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 regular Cable Television 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.
- A433 Pilot Program means a Program which is produced as one of a projected Series to enable the NFB to determine whether the NFB will produce the Series at a later date.
- A434 Post-Synchronization (or ADR; i.e. Additional Dialogue Replacement) means the voice synchronisation by a Performer of his/her voice to his/her own on-camera performance.
- A435 Producer means the NFB when it controls, administers, directs and is responsible for the Production of any Production, whether or not it is or will be an owner of copyright of the finished Production.
- A436 Production / Program includes the creation of any audio/visual work embodying the services and results of Performers whether such work is fixed on film, tape or otherwise and includes, but is not limited to each Episode of a Series, a Pilot, etc., regardless of the method of delivery.
- A437 Public Service Announcement means a short recorded announcement for which the showing or broadcast time is donated by the exhibitor or broadcaster.
- A438 Reading Session means when Performers are required to attend a script reading session with other cast members for the benefit of the writer and/or director.
- A439 Rehearsal means when Performers are required to attend a rehearsal session with or without other cast members for the benefit of the NFB, writer and/or director.
- A440 Residual Market means a market in which the Production is exploited, apart from the use that is included in the Declared Use.

- A441 Risk Performance means the undertaking of any action by a Performer (other than a Stunt Performer engaged to perform a Stunt or Stunts) which action could be considered dangerous and beyond the Performer's general experience or the placing of the Performer in a position which would normally be considered hazardous.
- A442 Role means the part to be portrayed by a Performer as an individual characterisation.
- A443 Series means a number of Episodes produced as a group to be presented in a regular pattern.
- (a) Episodic Series means a Series held together by the same title or identifying device common to all of the Episodes, plus a character or characters common to many or all of the Episodes.
- (b) Serial means a Series in which the same characters carry on a continuing narrative.
- (c) Anthology Series means a Series each Episode of which contains a separate complete story or other complete Program entity, without a character or characters common to each of the Episodes but held together by the same title, trade name or mark or identifying device or personality common to all of the Episodes. A continuing Host shall not be considered a character common to each of the Episodes.
- A444 Substantial Snack means a selection of food items to make sandwiches, as well as a selection of hot and cold beverages. The occasional provision of prepared sandwiches shall not constitute a breach of this Article. During the winter, at least one food item shall be hot or warm (e.g. soup).
- A445 Syndicated Television means exhibition on television, broadcast by UHF or VHF, other than Network Television.
- A446 Uses means the exhibition or broadcast of a Production on:
- (a) Free Television:
- (i) Network Television
- (ii) Syndicated Television
- (b) Cable Television
- (c) Pay Television
- (d) Theatrical
- (e) Non-Theatrical
- (f) Compact Device
- (g) As an Educational Television Program
- or
- (h) Internet

ARTICLE A5 - OBLIGATIONS OF NFB

- A501 **Preference of Engagement** The NFB agrees to give preference of engagement to members of ACTRA, subject to article A7. For the purposes of this Article, Apprentice members shall be considered to be members of ACTRA except as provided for in C301.

A502 Policy of Equal Opportunities

- (a) The NFB will not discriminate against any Performer because of age, race, sex, creed, colour, sexual orientation, disability or national origin. In accordance with this policy the NFB will make every effort to cast Performers belonging to all groups in all types of roles, so that the composition of Canadian society may be portrayed realistically. The Performer agrees that s/he will not discriminate against any NFB representative or fellow Performer or refuse to work for any NFB representative or with any Performer because of age, race, sex, creed, colour, sexual orientation, disability or national origin.
- (b) All roles in a Production shall be open to all Performers regardless of age, sex, race, creed, colour, sexual orientation, disability or national origin, except those roles which may be restricted because of specific requirements. In initiating casting sessions, NFB shall indicate, as known, those roles which are so restricted.
- (c) Demographic breakdown sheets provided by ACTRA shall be made available by the NFB to Performers for completion. The NFB will forward the completed sheets to ACTRA.
- (d) Affirmative Action for Disabled Performers: In respect of any available Role that requires a Performer to portray a disabled or physically challenged person, the NFB will liaise with ACTRA prior to casting the Role with a Performer who is not disabled or physically challenged. The NFB will take appropriate steps to ensure that disabled or physically challenged Performers have a reasonable opportunity to audition for such Roles. The NFB will provide ACTRA with the information set out in clause A506 16.

A503 Personal Harassment Policy

- (a) The NFB shall use its best efforts to maintain a working environment which is free from sexual/racial/personal harassment.
- (b) For the purposes of this clause "sexual harassment" includes:
 - i) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted;
 - ii) implied or expressed promise or reward for complying with a sexually oriented request;
 - iii) implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; and
 - iv) sexually oriented remarks and behaviour which may reasonably be perceived to create a negative psychological and/or emotional environment for work.
- (c) For the purposes of this Article, "racial harassment" includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct shows disrespect or causes humiliation to a Performer because of his/her race, colour, creed, ancestry, place of origin or ethnic origin.

- (d) For the purpose of this Article, "personal harassment" includes in any behaviour in the work place that is directed at, and is offensive to a Performer or endangers that Performer or undermines their performance on the job or threatens the economic livelihood of that Performer.
- (e) When an aggrieved Performer ("Complainant") believes that this Article has been breached in any way, the Complainant shall immediately make their disapproval known to the individual whose conduct is in question ("Respondent"), and report the incident to a representative of ACTRA. ACTRA representative shall make the complaint known to a representative of the NFB, who shall meet with the Respondent and ask for an explanation.
- (f) If the Complainant is not satisfied that the situation has been resolved, or if the harassment continues, the Complainant may request a meeting between one representative from ACTRA and one from the NFB. The meeting shall be convened within 72 hours of the notice being filed with ACTRA and the NFB.
- (g) Where the NFB and ACTRA representatives concludes that this Article has been breached it may, to the extent that the following remedies are possible:
 - i) direct that the Complainant not be required to continue to work in proximity to the Respondent;
 - ii) direct that the Respondent be reassigned to another department or hours so as to limit the access to the Complainant;
 - iii) direct that the Respondent pay the Complainant compensation for any demonstrable losses following from and reasonably connected to the harassment complained of; and
 - iv) impose a remedy that is designed to affect only the Complainant and/or Respondent and not any other person.
- (h) Due to the sensitive nature of these types of complaints, all parties shall address and resolve these complaints promptly and confidentially.

A504 **No Requirement for ACTRA Members to work with Non-Members** The NFB shall not require a Performer to work in any Production with anyone who is not either a member or the holder of a work permit issued by ACTRA. However, a Performer may participate in any Production with persons covered by the exclusions of this Agreement (see Article A201).

A505 **Artistic Competence** The NFB assumes the risk of artistic competence of a Performer.

A506 **Production Information.** The NFB shall submit to the nearest local ACTRA office not later than forty-eight (48) hours whenever possible, and in any event not less than twenty-four (24) hours, prior to the first scheduled working day, the following information when known:

1. Name of Producer
2. Title of Production
3. Production dates and location
4. Cast list of Performers
5. Persons or groups for whom work permits are required

6. Name of Production liaison (see A515)
7. Names of all children engaged, with their dates of birth and the names of the Parent(s) of each Minor
8. Names of Performers engaged to appear nude
9. Total cast budget
10. Script (for drama only)
11. Casting Notices (if requested by ACTRA)
12. Description of Stunts (if requested by ACTRA)
13. Contracts for Non-Canadian Performers, entered into by the Producer, except for those contracts which the Producer has filed with a foreign guild or union, with which ACTRA has a reciprocal agreement (as soon as possible)
14. Distributors Assumption Agreement, when available (*Appendix 6* - as provided for in Section B).
15. Background Performer breakdown, if and when available.
16. Any Roles which require Performers to portray disabled or physically challenged characters, the name of each Performer cast for such Role, and whether the performer cast is disabled or physically challenged.

A507 **Minimum Terms and Conditions** This Agreement represents minimum rates and working conditions. No Performer shall be compensated at rates or fees less than those provided herein or subject to working conditions that are less favourable than the provisions of this Agreement.

A508 **Right to Negotiate above Minimum Terms** The NFB shall not restrict the right of the Performer to negotiate terms (including rates or fees) and conditions in excess of the minimum provisions of this Agreement. Oral and/or written notices, advising that the NFB is offering minimum fees only, may not be issued.

A509 **Protection of above Minimum Terms** 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.

A510 **Assignment of Fees** All payments shall be made directly to the Performer unless written authorisation has been received by the NFB from such Performer authorising payment to another party or in the event of a court order.

A511 **Access to Studio or Location** The NFB shall allow a ACTRA representative access to sets and locations upon reasonable notice to verify compliance with the terms of this Agreement. Any such access shall not interfere with the production schedule.

A512 **Contracting Out** The NFB shall require any "subcontractor" who it engages to make a Production in Canada to apply rates which are not less than the rates set forth in this Agreement and to adhere to all the other terms and conditions of this Agreement. This requirement shall be a condition of engagement of such an independent producer.

A513 **Coproduction** When the NFB, at the initial stage of a production (before the engagement of any performer), becomes the Coproducer of a Production with a producer who is not already a signatory to the IPA Agreement, the NFB shall require this Coproducer to apply rates which are not less than the rates set forth in this Agreement and to adhere to all the other terms and conditions of this Agreement. A copy of the letter confirming the adherence of the producer will be sent to ACTRA.

ACTRA may require from the producer a Corporate Guarantee, a Security for Payment and may declare the producer unfair if, after due process, he is found responsible of having not respected the terms of the Agreement. With respect to the foregoing, ACTRA will not apply to the Coproducer less advantageous conditions than the ones described in the IPA Agreement.

A514 **Production Records** The Producer shall maintain adequate records with respect to Performers. Such records shall include the following:

1. Name of Performers engaged and categories of performance,
2. Date or dates of services rendered by Performers,
3. Amount paid for such services,
4. Time Sheets, including ADR,
5. The name and number of the Program or Episode (where applicable),
6. The date of the first use in each medium when known,
7. Any re-use of a Program, by providing dates and nature of re-use and payments made to the Performers concerned,
8. Daily call sheets (if such call sheets are not available, such information as normally included in the call sheet(s) will be supplied to ACTRA or its designated representative),
9. Updates of the shooting schedule,
10. Calculation sheets,
11. Final Cast List.

A515 **Production Liaison** The Producer shall advise ACTRA of the name of the person having responsibility for Production liaison with Performers engaged for a Program. The Production liaison shall attempt to redress Performer complaints and shall work with ACTRA Steward to resolve disputes.

A516 **Performer Work Report** Where requested by ACTRA the NFB shall furnish ACTRA with a copy of such information relating to any Performer concerning any or all of the aforementioned matters. To facilitate the maintenance of such information, the Producer shall be supplied with "Performers Work Report" forms by ACTRA as reproduced in Appendix "2", and shall ensure that such forms shall be available to the Performers at the location of work.

A517 **Work Report** When a Performer and a NFB's representative sign the work report (see Appendix "2"), the representative of the NFB shall, if presented with it at the same time,

sign the Performer's personal time record (i.e. diary). A copy of the work report shall be sent to ACTRA.

A518 **Injury to a Performer** The NFB shall advise ACTRA at the earliest opportunity of any injury to a Performer on set or on location.

A519 **Indemnity to a Performer** The NFB shall indemnify the Performer against all legal costs and any judgement arising out of a performance based upon a script supplied to him/her by the NFB and performed by the Performer as directed by the NFB, provided the Performer co-operates with the NFB in both notifying the NFB of any threatened action and of the commencement of any proceedings, and in the defence of any action; and further provided that the Performer makes no admission of liability without the prior authority of the NFB.

A520 **Provision of Video** Upon request from ACTRA, the NFB shall provide to the Local ACTRA Office, in a timely manner, a video cassette recording of the Production at ACTRA's sole cost and expense. ACTRA shall only utilise such video for internal purposes and such video shall not be duplicated or provided to any person (whether an employee or otherwise affiliated with ACTRA) except as required to administer this Agreement.

ARTICLE A6 - OBLIGATIONS OF ACTRA AND PERFORMERS

A601 **Professional Conduct** ACTRA undertakes to require and maintain professional conduct from Performers engaged to perform under the provisions of this Agreement. In the event that unprofessional conduct of one or more ACTRA members engaged under the provisions of this Agreement jeopardises the day's production, the member or members, subject to the grievance procedure, may be found to be in breach of this Agreement and may be directed by a duly-appointed Arbitrator to provide compensation.

A602 **Failure to Fulfil Engagement** When a Performer does not fulfil a contracted engagement which causes a cancellation, postponement or a delay of Production and subject to the grievance procedure, the Performer may be required to forfeit his/her fee, except where the Performer's failure to fulfil such an engagement is caused by illness (subject to A1909) or other reason beyond the control of the Performer. Certification of illness must be supplied if requested by the NFB. The NFB shall not withhold any of the Performer's fee pursuant to this Article, but may pay the disputed amount to ACTRA, in trust, pending the determination by an arbitrator of whether there has been a breach of the contract by the Performer.

A603 **Performers to Report** Performers shall report to the NFB or his/her representative before leaving the studio or location following the completion of scheduled work. The Performer shall sign a Performers work report as provided in A516 and shall ensure that a representative of the NFB also signs the same record. In the event of a dispute, the Performer shall report such dispute to a ACTRA steward or the nearest ACTRA office. Should the NFB require the services of the Performer for a further period of time, the Performer shall accept such further engagement, provided it does not conflict with some previously arranged engagement.

- A604 **Appointment of Steward** ACTRA may, as the occasion demands, appoint a full-time steward or an in-cast steward or both to generally enforce and administer the provisions of this Agreement at the studio or on location on behalf of ACTRA.
- A605 **Performer's On-set Obligations** A Performer shall at all times report to the set or location ready to work at the time of his/her call. The Performer is required to know his/her lines of the scenes listed on his/her call sheet at the time of arriving on the set or at the location. Performers will at all times comply with the reasonable requests and instructions of the NFB or his/her representative. The Performer will be reasonably familiar with the terms of this Agreement.
- A606 A Performer shall identify to ACTRA Steward any perceived breach of this Agreement in order that ACTRA Steward may give the NFB the opportunity to remedy such perceived breach at the earliest opportunity in the spirit of this Agreement.
- A607 **Injury Report** The Performer must advise the NFB at the earliest opportunity of any injury and or any inability to fulfil contracted obligations.

ARTICLE A7 - QUALIFICATION OF PERFORMERS

- A701 **Preferential engagement of ACTRA members** In accordance with A501, preference of engagement shall be given to ACTRA members. However, after making reasonable efforts to comply and having established that a person who is not a member of ACTRA is required in a Production, an application shall be made for a work permit at the Local ACTRA Office at least forty-eight (48) hours prior to the commencement of work, and the following procedure will apply for the issuance of work permits:
- a. Principal Performers who are Canadian citizens or landed immigrants shall pay \$130.00 for the first week of production on any Program for which the Performer is engaged. For the second and each subsequent week for which Performer is engaged, a work permit fee of \$65.00 shall be paid by the Performer.
 - b. Other Performers (except Performers in Background Performer categories) who are Canadian citizens or landed immigrants shall pay \$105.00 for the first week of Production on any Program for which the Performer is engaged. For the second and each subsequent week, a work permit fee of \$45.00 shall be paid by the Performer.
 - c. Subject to the other provisions of this Article, when a work permit is issued to a Performer who is not a Canadian citizen or landed immigrant and not a member of ACTRA, the fee for such work permit shall be \$225.00 for the first week and \$175.00 for each subsequent week of recorded performance for which the non-Canadian Performer is engaged.

Note: For the purposes of clarification, a *week* as used in A701 a., b. and c. is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

- A702 **UDA Members** The engagement of members of Union des Artistes will be governed by the reciprocal agreement between ACTRA and Union des Artistes.

A703 **Engagement of Non-Canadians** In order to maintain a permanent Canadian film and television production industry capable of producing high quality Canadian Productions for the use of audiences in Canada and elsewhere, the Producer agrees that the progressive development of a pool of Canadian talent of all kinds should be encouraged. The Producer agrees that Canadian Performers should be given the opportunity to play leading and challenging roles in all areas of film and television production. In the event the NFB wishes to engage a non Canadian for specific reasons in a production including but not limited to a coproduction with another country, the parties will meet to discuss the case. ACTRA will not refuse to issue a work permit to a non Canadian performer without good reason.

ARTICLE A8 - CONDITIONS OF ENGAGEMENT

A801 **Booking Notice** Upon Booking, Performers shall be given specific notice of the part to be played, wardrobe requirements, date(s), time and place of production and a work schedule. The Booking, except for Background Performers, shall be confirmed in writing by means of a completed contract which shall specify all terms of the agreement including, but not limited to definite date(s) and fee(s). Such confirmation shall be made within five (5) days of the Booking whenever possible. In the event the NFB is unable to confirm the Booking within five (5) days, the NFB shall arrange with the nearest ACTRA office for the extension of such confirmation.

A802 The NFB shall not require Performers (except for Background Performers) to commence work on a Program prior to such Performers having executed a contract with the NFB. The NFB shall not submit a contract to a Performer without having first applied the NFB's signature.

A803 The Performer shall be provided with a contract at least forty-eight (48) hours prior to the commencement of work. Where exceptional circumstances dictate, the NFB may apply to the nearest ACTRA office for relief from the provisions of this Article. The Performer shall return a fully executed copy of the contract to the NFB the earlier of forty-eight (48) hours of receipt or commencement of rendering of services. The NFB shall file a copy of each contract with the nearest ACTRA office. ACTRA undertakes to maintain such information confidential and shall not allow anyone who is not a full-time employee of ACTRA or a party to the contract access to same without prior written consent of the NFB.

A804 **Standard Contract Forms** Performer's written contracts shall include the information required in Appendix "3" of this Agreement (Appendix 3a for Narrator or Commentator). The NFB shall retain the original of such contract and shall provide the Performer with a copy. The NFB shall file a copy of each such contract with the nearest ACTRA office.

ARTICLE A9 - NO STRIKE

A901 During the life of this Agreement, ACTRA undertakes to not call or direct a work stoppage against the NFB.

A902 **No Discipline for Honouring Picket Line** The NFB agrees that no Performer shall be disciplined in any manner, nor have his contract terminated for refusing to cross a picket line at the NFB's place of business and/or shooting location where the Performer has a *bona fide* concern for his personal safety.

In such a case, the performer should immediately contact the NFB representative. The performer will not be paid if the day is rescheduled. If the day is cancelled, the performer will be paid in accordance with clause A1907.

ARTICLE A10 - GRIEVANCE PROCEDURES AND RESOLUTION

A1001 The parties agree that any party exercising its rights under the provisions of the Agreement does so without prejudice to its relations with the other party.

A1002 Where a dispute arises out of, or in connection with, this Agreement, or any deal memorandum or contract between a Performer and the NFB, the dispute shall be resolved in accordance with the procedures set out in this Article.

A1003 A complaint of a minor nature may be settled at the time of its occurrence by ACTRA Steward and the authorised representative of the Producer.

A1004 In the event that the complaint is not resolved in the manner described in A 1003 above, either party to this Agreement may file a grievance to the other party within thirty (30) days of the date on which the performer or the NFB representative becomes aware of the act or omission giving rise to the grievance. The thirty (30) day delay is extended to sixty (60) days when discussions related to the complaint occur between the parties within the initial thirty (30) day delay.

A1005 **Grievance** A grievance shall be considered filed when the initiating party (the "Grievor") sets forth in writing the facts giving rise to the dispute, the relevant articles of the Agreement or the individual contract, and the remedy sought, and delivers the Grievance to the other party (the "Respondent"). In all cases concerning a Performer, ACTRA will be considered the Grievor or the Respondent, as the case may be.

A1006 A representative of ACTRA, the NFB Staff Relations advisor or a duly authorised representative, and the Performer or his/her representative shall meet within five (5) business days to attempt to settle the Grievance informally. The persons present at the Grievance Meeting shall have the authority to settle the Grievance. The settlement, if any, shall be noted in writing and signed by those attending the Grievance Meeting, each of whom shall receive a true copy of the terms of the settlement. Such settlement shall be binding on all parties.

A1007 **Grievance Meeting** Those present at the Grievance Meeting shall adduce all available and relevant facts, documents and evidence in order that the parties may have the clearest understanding of the issues. At the meeting there shall be a full and frank discussion of those issues in order to achieve a fair and workable settlement.

A1008 **Arbitration** In the event that attempts to settle the matter have not resulted in a satisfactory settlement of the Grievance, any party may, within fourteen (14) days

following the Grievance Meeting, refer the matter to Arbitration, by giving notice to the other party. The notice should include the suggested names of two arbitrators.

A1009 At least seven (7) days prior to the Arbitration hearing, the parties shall exchange all documents, including all correspondence to which they intend to refer during the course of the meeting; moreover, they shall inform the other party of any witnesses they intend to call.

A1010 The Arbitrator shall be such person upon whom the parties agree. If the Respondent does not agree with the suggested names from the Grievor, he could suggest two other names. If the parties cannot agree on any name, they have the choice of selecting one name at random among the four names submitted or to refer to the minister as per article 36 of the Status of the Artist Act.

A1011 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.

A1012 The cost, fees and expenses of the Arbitrator shall be shared equally by the parties.

A1013 The decision of the Arbitrator shall be issued in writing to the parties and shall be final and binding on the parties.

A1014 Any time limits prescribed herein may be extended by mutual agreement of the parties.

A1015 Notices required to be given or sent pursuant to this Agreement shall be mailed, delivered personally by courier, sent by fax, or sent electronically, addressed as follows:

To ACTRA: **ACTRA National Office** c.c. Appropriate Branch Office
625 Church St., 3rd Floor
Toronto, Ont.
M4Y 2G1
FAX: 416.489.8076
Attention: National Executive Director - ACTRA
Electronic address: swaddell@actra.ca

To the NFB: **National Film Board of Canada**
3155 Côte de Liesse
Montreal, QC
H4N 2N4
FAX: 514.283.5850
Attention: Manager, Staff Relations
Electronic address: l.smith@nfb.ca

A1016 **Deemed Receipt** In this Agreement notices or other documents shall be deemed to be received by the party to whom it is addressed (the *addressee*),

- i. on the same day, if transmitted by Fax or electronically, prior to 15h00 local time of the addressee, or if delivered personally to the addressee,

- ii. the next business day, if transmitted by Fax or electronically after 15h00 local time of the addressee,
- iii. unless the addressee is able to prove that the said document has not actually been received by him.

In this Agreement *day* shall mean calendar day, unless otherwise stated and *business day* shall mean a day of the week that excludes Saturdays, Sundays and statutory holidays.

ARTICLE A11 - WORK DAY FOR PERFORMERS

A1101 **Work Day** Subject to A1501, the work day shall consist of eight (8) consecutive hours in any day exclusive of meal periods. The work day shall commence at the Performer's Call time or when the Performer commences make-up, whichever is earlier, and the work day does not end until the Performer is out of make-up and costume.

A1102 **Calendar Day** A work day starting on one calendar day and continuing into the next, shall be deemed to be one (1) work day, namely that on which work started.

A1103 **Night Shoots** The Performer must receive prior notice of scheduled night work (i.e. Call between 1900h and 0600h).

ARTICLE A12 - OVERTIME

A1201 Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate, and in excess of twelve (12) hours at the rate of two hundred percent (200%) of the Performer's contracted hourly rate. Periods of one-quarter hour or less may be paid in quarter hour units, at the pro rated rate.

A1202 When a Performer is required to work on a Production for six (6) consecutive days, the Performer shall be paid for the sixth (6th) day at one hundred and fifty percent (150%) of the Performer's contracted daily, hourly or overtime rate.

A1203 When the exigencies of the production schedule demand extraordinary measures and require a Performer to work seven (7) consecutive days, the Performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly or overtime rate.

A1204 The maximum compounding effect of the application of overtime and penalty payments provided in this Agreement shall not exceed three hundred percent (300%) of the Performer's contracted hourly rate.

ARTICLE A13 - REST PERIODS

A1301 **Rest Between Days** There shall be a rest period of not less than eleven (11) hours between the end of one work day and the beginning of work on the next day. If a Performer is

required by the NFB to report for work within such an eleven (11) hour period, the Performer shall be paid for such hours at the rate of two hundred percent (200%) of such Performer's contracted hourly rate.

A1302 **Rest Periods** 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.

A1303 **Rest Periods for Puppeteers and Dancers** Puppeteers and Dancers shall be permitted ten (10) minutes rest in each hour during which they shall not be required to perform any physical action. However, consultation and planning may take place during such rest.

ARTICLE A14 - MEAL PERIODS

A1401 (a) **Meal Period** Each Performer shall be provided a meal period of one (1) hour not later than the completion of the first six (6) hours of work, calculated from the first call for the Performer. When the Performer's call is for make-up or wardrobe, the six (6) hour period of work shall commence from such call. In the event that the first meal break of the day is called at the completion of five (5) hours' work, there will be no requirement for a Substantial Snack to be served. If the meal break is called after six (6) hours a Substantial Snack shall be served. Meal periods shall not be considered as time worked and shall not be paid. Subsequent meal breaks will be called no less than six (6) hours after the resumption of work, except as modified in A1404.

(b) **First Meal Break** At the NFB's option, the first meal break may be one half hour in length, in which case the meal break shall be paid and considered to be part of the work day. In this case, it shall be the NFB's responsibility to provide the meals at the NFB's expense on the set.

(c) The NFB may at its option call for a non-deductible first meal for Performers whose call time is prior to that of the crew, in which case the next meal break will be six (6) hours from the general crew call.

A1402 Where the exigencies of Production require, the unpaid meal break may be extended by one-half (1/2) hour, which in turn shall extend the work day. Where this provision is used, all Performers working on the Production must have their meal break extended by the same one-half (1/2) hour.

A1403 Where the meal is not provided on the set, actual time spent in travelling to and from the restaurant or other eating establishment shall be considered work time.

A1404 There shall be a meal period of at least one-half (1/2) hour after each four (4) hours of overtime worked.

A1405 Where the exigencies of Production make it necessary and the Performers agree to work during the meal period, each Performer shall be compensated at two hundred percent (200%) of the Performer's contracted hourly rate (calculated in quarter-hour units) in addition to the applicable payment for the period being worked, until the meal period is

provided. The meal period shall be provided at the earliest time possible thereafter. Completion of the shot shall not be considered a breach of this Article.

A1406 **Plateau continu** The Producer, with 24 hours notice to ACTRA, may institute a " Plateau continu " system which consists of :

- i. An eleven (11) hour period of elapsed time commencing with the general crew call and ending after camera wrap, which includes one (1) hour of paid meal period before work begins; or includes one half (1/2) hour paid meal period before the shift begins and two (2) fifteen (15) minute paid breaks during the rest of such eleven (11) hour period.
- ii. This eleven (11) hour work period shall be paid for as eleven (11) hours worked. All work shall be paid as required by Article A12 of this Agreement.
- iii. Any Producer which institutes Plateau continu will provide a continuing hot buffet accessible to Performers.

Meal penalties shall apply if work continues past eleven (11) hours of elapsed time commencing with general crew call, in which case meal penalties shall be paid commencing at the beginning of the performer's call.

A1407 It is understood that under certain circumstances, particularly on location, normal meal facilities may not be readily available. Should reasonable restaurant facilities not be available either by virtue of location or of scheduling, it shall be the NFB's responsibility to provide the meals at the NFB's expense on the set. It is understood that "snacks" (i.e. soft drinks and hot dogs, etc.) do not constitute a proper meal.

ARTICLE A15 - TIME FOR MAKE-UP, DRESSING, COSTUME FITTING

A1501 **Time for Make-up, Hairdressing, etc.** When a Performer is required to report for make-up, hairdressing, wardrobe or fitting, immediately prior to the Performer's production Call, the following conditions shall apply : a maximum of fifteen (15) minutes at the Performer's applicable straight time hourly rate, shall be payable and shall not be computed to create an overtime situation. Time in excess of fifteen (15) minutes shall be considered as part of the regular eight (8) hour day.

A1502 **Choosing and Fitting Wardrobe** Where a Performer is required to report on other than a regular production day for choosing or fitting wardrobe, payment of \$66.75 / \$68.00 / \$69.25 or the Performer's contracted hourly rate, whichever is greater, shall be made for all time spent on each occasion the Performer is so required to report. There shall be a minimum call of two (2) hours for such work. The payment is not required if such time is otherwise being credited and paid for at the applicable hourly rate. The Performer shall sign-in on a sign-in sheet, a copy of which will be sent to ACTRA.

A1503 **Costume Call** Where a costume call is required for any group of Performers, such calls shall be staggered in order to avoid unnecessary waiting.

A1504 **Hair** No Performer shall be required to cut or change the style or colour of his/her hair, unless this has been agreed prior to booking. No Performer shall cut or change the style or colour of his/her hair after the time of booking without the consent of the NFB.

ARTICLE A16 - WARDROBE

A1601 **Regular Wardrobe** Where the NFB requires the Performer to supply in excess of two (2) changes of clothing in any Production, the Performer shall be compensated at the rate of \$15.00 per change per week. All formal or specialty wardrobe (ie. tuxedo, formal gowns, clown uniforms etc.) shall be compensated at the rate of \$25.00 per costume per week. The NFB may not specify wardrobe requirements as a condition of engagement.

A1602 In the event that either regular or special wardrobe furnished by a Performer is damaged during work time through negligence on the part of the NFB or through an accident for which the Performer is not responsible (except for reasonable wear and tear), the NFB will reimburse the Performer for the justifiable cost of the repair or replacement as the case may be. Notice of such damage must be given to the NFB's representative at the end of the production day. Performers must provide the NFB with a receipt covering the cost of such repairs and replacements.

A1603 **Wardrobe Repairs** Facilities for repair of wardrobe used by Performers shall be provided by the NFB.

A1604 **Laundering** All wardrobe supplied by Production must be dry cleaned and/or laundered prior to the Performer wearing it, subject to continuity requirements.

ARTICLE A17 - TRAVEL AND EXPENSES

A1701 Travel time shall be calculated from the Performer's city of residence by the quickest means of regularly scheduled carrier, unless the NFB requires the Performer to travel by alternative means. Travel time shall be calculated from door to door or from central point to central point as agreed between ACTRA and the NFB.

A1702 Travel time shall be payable when a Performer travels to and from:

- (a) a Nearby Location beyond a 40 km. radius from the city centre or such other specified central point, as may be agreed upon by ACTRA and the NFB; or
- (b) a Distant Location.

A1703 Travel time shall be paid at no less than the minimum hourly rate in one-quarter (1/4) hour units to a maximum of eight (8) hours in any twenty-four (24) hour period, except if a Performer is paid for work time on the travel day, and the combined work and travel time for that day do not exceed eight (8) hours.

A1704 When travel time and expenses are payable, the NFB shall pay for:

- (i) Actual transportation expenses which a Performer is required by the NFB to incur on scheduled carriers covering economy air, first class rail fare or such other transportation

as bus, taxi or limousine and; with prior approval from the NFB, the actual costs of reasonable and appropriate accommodation;

- (ii) A kilometrage allowance of \$ 0.39 per kilometre if the Performer is required to use his/her own automobile;
- (iii) All rental or leasing costs where the Performer is required by the NFB to lease or rent a vehicle;
- (iv) All costs for taxi, limousine or other transportation which the Performer is required by the NFB to use in order to get to and from the destination required by the engagement;
- (v) A per diem allowance of \$54.00 in the case of a Nearby Location or Distant Location to cover all personal expenses. However, if meals are provided at the expense of the NFB, the per diem allowance may be reduced in the following manner:

Breakfast	\$11.00
Lunch	\$16.50
Dinner	\$26.50

A1705 The NFB shall advance to a Performer against expenses, the per diem allowance for up to a period of one (1) week. The Performer shall submit an accounting of the advance against expenses (with attendant receipts where possible) within ten (10) working days.

A1706 When the NFB requires a Performer to travel within a forty (40) kilometre radius, the NFB will be obliged to ensure that public or private transportation is available. If such public or private transportation is not available and subject to prior approval by the NFB, cost of taxi transportation from location to residence within that forty (40) kilometre radius shall be paid by the NFB. If travel by the quickest means of surface public transportation exceeds one (1) hour each way, transportation shall be provided by the NFB.

A1707 The NFB shall pay all authorised actual expenses incurred by the Performer in travel outside Canada. The Performer shall support actual expenses by receipts where receipts are obtainable.

A1708 When the Performer is required to fly by regularly-scheduled carrier, and where flight insurance is available to the Performer, the NFB shall reimburse the Performer, upon presentation of a receipt, the cost of securing flight insurance with a death benefit of two hundred and fifty thousand dollars (\$250,000.00).

ARTICLE A18 - HOLDING CALLS

A1801 **Hold Over on Location** In the event the NFB requires a Performer to be on location on a day or days either prior to or following a contracted day of work in any one engagement, the Performer shall be paid fifty percent (50%) of the Performer's contracted daily fee for the first two (2) such days and one hundred percent (100%) of the Performer's contracted daily fee for each such subsequent day; provided, if the Performer arrives on location on the evening prior to the morning call of a contracted day or if the Performer leaves the location on the morning following a contracted day when scheduled carriers are available, the Performer shall be entitled to payment in accordance with A17 for the day of arrival and departure only. There shall be no compensation (other than that required by A17, e.g. per

diems) when Performers are on overnight location during the normal one-day or two-day weekly rest period (also known as "Production down days").

A1802 **Holding Call** In the event that the NFB directs a Performer to hold a day or days in readiness to be called to work, the Performer shall be paid not less than one hundred percent (100%) of the minimum daily fee for the appropriate category of performance for an eight (8) hour call in respect of each day the Performer is on a "holding call". The period of the "holding call" shall commence at the hour specified by the NFB and shall end when the Performer is released from the "holding call".

ARTICLE A19 - CANCELLATIONS AND POSTPONEMENTS

A1901 **Force Majeure** If a Production is frustrated or interrupted by reason of any cause beyond the reasonable control of the NFB, such as, but not limited to, war, fire, hurricane or flood, or governmental regulation or order in a national emergency, then the NFB may either cancel the Production (in which event the NFB shall pay to the Performer moneys 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 practicable to fulfil the engagement.

A1902 **Cancellation of a Single Production.** If a single Production is cancelled for any reason other than that provided in A1901, the NFB shall not be required to pay the Performers, provided notice of such cancellation is received by the Performers two (2) weeks in advance of the first call and confirmed in writing. Should the NFB be unable to give a full two (2) weeks' notice, the NFB shall be liable for all time contracted in the two (2) week notice period.

A1903 **Remounting** Where a cancelled Production is subsequently remounted within a period of twelve (12) months from the original cancellation, Performers originally contracted shall have first opportunity to accept their previous assignments on such Production. After the expiry of the twelve (12) month period, the NFB has no obligation to the original Performers.

A1904 **Cancellation of a Series Production** Conditions for cancellation of a Series shall be the same as a single Production except that notice of cancellation for a Performer engaged for more than a single Episode but less than twenty-six (26) Episodes shall be not less than three (3) weeks and notice of cancellation to a Performer engaged for twenty-six (26) or more Episodes in a Series shall be not less than four (4) weeks. Failure by the NFB to provide notice as stated above shall make the NFB liable for all time contracted in the three (3) and four (4) week notice period referred to in the preceding sentence. A Performer may cancel out of a drama Series or drama Serial Production provided written notice of the Performer's intent to cancel is given to the NFB at least eight (8) months prior to the effective date of the cancellation. Notice shall be deemed to have been given if sent by registered mail to the last known address of the NFB.

A1905 **Cancellation of a Performer's Engagement** If the NFB cancels a Performer's Booking or engagement on a Production which is subsequently produced, such Performer shall be paid in full the Performer's Contracted Fee(s), except where the cancellation occurred by reason of insubordination or misconduct of a serious nature.

A1906 Change in Scheduled Days If for any reason other than weather, the NFB changes a Performer's Booking or engagement to another day, the following conditions apply:

- (i) If the notice of change is given to the Performer less than twenty-four (24) hours before the hour scheduled for work to commence, the Performer shall be paid in full the Contracted Fee for the original day.
- (ii) The Performer shall be paid fifty percent (50%) of the Contracted Fee for the original day if the notice of change is given to the Performer less than thirty-six (36) hours before the hour scheduled for work to commence.
- (iii) If thirty-six (36) or more hours notice has been given, no payment to the Performer shall be required for the original day.

If such change in scheduled day conflicts with any other confirmed engagement, then the Performer shall be compensated in full for the engagement which the Performer is unable to fulfil. For the purpose of this clause, where the Call time of the Performer has not been specified, it shall be considered to be 10:00h, except when it has been designated as a night shoot, in which case the Call shall be considered to be 19:00h.

A1907 Cancellation of Scheduled Days If the NFB cancels a Performer's scheduled day or days, the Performer shall be paid in full the Contracted Fee for such cancelled day or days, except as modified by other provisions of A19.

A1908 No Weather-Permitting Calls in Studio No weather-permitting calls shall be allowed for work in studio.

A1909 Illness Should illness or other physical or similar cause prevent the Performer from carrying on the Performer's individual contract, the Performer shall provide a medical certificate. If the Performer is absent by reason of illness for more than one day, the NFB may:

- (a) terminate the engagement forthwith upon payment to the Performer of moneys accrued to the date of the Performer's absence; or,
- (b) suspend the engagement for the period of absence and subject to the Performer's other engagements entered into before the beginning of such period, extend the period of first call by the period of absence.

A1910 Weather Cancellation When the Performer's scheduled day is cancelled because of weather at any time up to and including the scheduled Call, the following shall apply:

- (a) if the cancelled day is not rescheduled, the Performer shall be paid one hundred percent (100%) of the Performer's Contracted Fee; or,
- (b) if the cancelled day is rescheduled for a day when the Performer is available, the Performer shall be paid an additional fifty percent (50%) of the Contracted Fee for such rescheduled day; or,
- (c) if the cancelled day is rescheduled for a day on which the Performer has a prior Booking, the NFB shall:

- (i) excuse the Performer so that the Performer may fulfil the previous commitment; or,
- (ii) compensate the Performer to the extent of loss should the Performer be able to withdraw from the conflicting engagement.

ARTICLE A20 - WORKING ENVIRONMENT

A2001 Dressing Room and Sanitary Provisions

- (a) Performers may refuse to commence work at any set or location, where the NFB fails to provide the following facilities:
 - (i) a supply of pure drinking water;
 - (ii) a suitable seat for each Performer during rest periods;
 - (iii) a stretcher or a cot of a type suitable for use as a stretcher;
 - (iv) dressing room facilities where male and female Performers may separately change their clothing in privacy and comfort. No Performer may be asked to change in a public washroom (unless it is closed to the public at the time the Performer is required to change or in unsanitary facilities);
 - (v) separate dressing room facilities for minors of each sex;
 - (vi) a place of safekeeping (such as a locker room) for the proper maintenance of the Performer's clothing during working hours;
 - (vii) clean and accessible toilets and washrooms.
- (b) The NFB shall, where possible, provide for the exclusive use of Performers, clean and comfortable facilities (such as dressing rooms in studios and either trailers or Winnebagos on location) with reasonable temperature and adequate amount of space.
- (c) The NFB shall be responsible for damage to, or loss of the Performer's wardrobe or property, unless dressing room facilities are provided adjacent to the set or location on which the Performers are required to work. Notice of such damage or loss shall be given to an authorized representative of the Producer at the time the loss is discovered but in no case more than twenty-four (24) hours after the end of the work day.

A2002 Safety Provisions - Dancers Performers shall not be required to dance on concrete or marble floors or on any other surface which ACTRA shall deem to be injurious or unsafe, or on wood or on any other substance laid directly over such a floor. It is understood that the NFB may request that ACTRA waive the above provisions when it is deemed that such precautions are not necessary for the style of dancing to be performed, such as the minuet.

A2003 Clean Air Whenever fire, fog, smoke or other airborne special effects are used, the NFB will make best efforts to provide a room where Performers may breathe clean air when they are not required on the set.

A2004 **Waiver** Upon written request by the NFB to the National Executive Director - ACTRA (or his/her) designate, the working provisions of this Agreement may be waived where it is established that it is physically impossible to comply or that the burden involved in compliance is unreasonable. The rates and fees paid to a Performer shall not be waived or changed by any waiver.

ARTICLE A21 - UPGRADING

A2101 When a Performer is upgraded in category during the course of Production, (except as provided in C405, i.e. Background Performers upgraded in a Background Performer category), 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 Program or Episode. When a Background Performer by virtue of an individual characterisation or the addition of dialogue is upgraded to Principal Actor or Actor, the Performer shall be contracted and receive payment in accordance with the fees and rates for the higher category which shall be retroactive for all days during which the Performer was engaged to portray such role or individual characterisation. The aforementioned upgrading of a Background Performer need not apply retroactively provided that the Background Performer so upgraded has not been previously identified with such role or individual characterisation.

ARTICLE A22 - DOUBLING

A2201 **Performers Doubling** Performers (on- or off-camera), except Background Performers, who are engaged to perform in more than one category or role shall receive an additional payment of fifty percent (50%) of the day's total Net Fee for each day on which the additional category is scheduled and/or performed. The foregoing may not apply in the case of live pick-up of stage productions under the jurisdiction of Canadian Actors Equity Association (see A3101).

A2202 An Actor may do such minor singing or dancing as an integral part of a dramatic role without additional compensation. A Singer may speak lines or dance a few steps which are incidental to his/her role, or a Dancer may speak lines or do such minor singing which is incidental to his/her role without additional compensation.

A2203 Participation in off-camera crowd noises shall not be considered as doubling, and is permissible without additional compensation.

ARTICLE A23 - OTHER DUTIES

A2301 **Additional Services** When a Performer is required to provide additional services such as contacting other Performers, arranging for Auditions, arranging for rehearsals, etc., such Performer shall report to the NFB and to the steward the amount of time involved. Such time shall be paid for at a rate not less than the Performer's minimum hourly rate for his/her category.

A2302 **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 Performers in warm-ups and after shows shall be paid an amount of \$183.50 / \$187.25 / \$191.00 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 a Principal Actor.

A2303 **Choreographer** When a ACTRA member is engaged as a Choreographer, the person so engaged will be compensated at not less than the rate of the Principal Actor weekly fee for all time spent on the engagement.

A2304 **Vocal or Dialogue Coach** When a ACTRA member is engaged as a Vocal or Dialogue Coach, the person so engaged will be paid at the rate of one and one-half (1 1/2) times the solo Singer fee for all time spent on the engagement.

A2305 **Billboards and Bumpers**

Minimum Guarantee for each Thirteen (13) Uses - (Four (4) Hours Included Work Time)

<u>Category</u>	<u>Rate</u>
On-Camera Performer	\$494.75 / \$504.75 / \$514.75
Off-Camera Performer & Group Singers	\$248.50 / \$253.50 / \$258.50

A2306 **Public Service Announcements**

Category	Fee	Included Work Time
On-Camera Performer	\$531.25 / \$542.00 / \$552.75	8 hours
Off-Camera Performer	\$372.25 / \$379.75 / \$387.25	1 hour

Hourly rate in excess of included work time up to and including 8th hour on any one day \$66.75 / \$68.00 / \$69.25

Upon payment of the above fees to Performers, such Public Service Announcements may be used up to a maximum period of three (3) years from first use of the announcement. If additional use is desired, such additional use may be contracted for further periods each not more than three (3) years upon:

- (a) renegotiation with the Performer(s) concerned; and
- (b) the Performer(s) being recontracted; and
- (c) the Performer(s) being paid not less than one hundred percent (100%) of the fee paid at the time of original Production.

Waiver of Fees A Performer may voluntarily consent to waive his minimum fee for the inclusion of a performance, interview, or appearance in a Public Service Announcement

with the written consent of ACTRA. Prior to commencement of Productions which could be categorized as Public Service in nature, the Producer may submit in writing an application for a waiver of all or part of the Performers' Fees. The Application shall contain full information relating to the grounds for the waiver relied upon by the Applicant Producer, including without limitation:

- i) whether the air-time is donated or partially donated by the broadcaster of the announcement : and
- ii) whether the Producer (s) / Director (s) / and others providing services or goods to the Producer, are waiving all or part of their fees.

ACTRA will take into account all of the above noted factors in reaching a decision as to whether or not to allow Performers to agree to waive all or part of their Fees. Any agreement reached in respect of the waiver of Performers' fees shall be in writing.

A2307 Waiver of Minimum fee for Documentary A Performer may voluntarily consent to waive his minimum fee for the inclusion of a performance, interview, or appearance in a Documentary Program, the subject of which is " the making of " the Production in which the Performer has been engaged.

A2308 Interstitial - Rates \$251.00 / \$256.00 / \$261.00 per ten (10) minutes of finished recording - one (1) hour of included work time. \$66.75 / \$68.00 / \$69.25 per hour additional work time.

Where the performance includes thirty (30) minutes or more of finished recording in one (1) day - thirty percent (30%) discount applies.

A2309 Preproduction Rehearsal and Reading Session Prior to the commencement of Production, Performers may be called for Rehearsal(s) and/or Reading Sessions(s). Subject to the agreement of the Performers concerned, there may be temporary preservation of Rehearsal performance. Use of such preserved performance is prohibited and the recording shall be discarded when it has served its assessment purpose. Performers shall be compensated for time spent in Rehearsal(s) and/or Reading Sessions(s) at the Performer's contracted hourly rate with a minimum two (2) hour call and one half (1/2) hour increments thereafter.

ARTICLE A24 - NUDE SCENES Where the requirements of a role involves nudity, the following conditions apply.

A2401 Auditions

1. Performers shall be advised in advance of Auditions, if nudity or simulated sexual activity or love scenes of any kind are a requirement of the script.
2. No Performer shall be required to appear nude or semi-nude until after he has been Auditioned as a Performer (i.e. as an Actor, Singer, Dancer, etc.) and in any case shall not be required to disrobe in whole or in part at the first Audition.

3. In the event that nude or semi-nude Auditions are to be held, the NFB must advise ACTRA in advance.
4. When a call-back Audition requires nudity or semi-nudity, the Performer shall be notified of this requirement in advance.
5. The nude or semi-nude Audition will be for the sole purpose of viewing the body. The Performers shall not be required to perform in the nude or semi-nude at the Audition.
6. Such Auditions will be closed and will be limited to a maximum of five (5) persons who, it must be demonstrated, have a direct professional or artistic relationship to the Production and to the particular 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 five (5) Producer representatives.
7. No photos, filming, taping or preservation of the Audition by any means whatsoever will be permitted without the prior written consent of the Performer which written consent must be provided on a form approved by ACTRA.
8. No sex acts shall be required of any Performer at any Audition.
9. Performers will be required to Audition nude or semi-nude on one (1) occasion only.

A2402 Contracts

1. The specific requirements, including but not limited to the exact nature of the nude, semi-nude or love scenes of any kind, the maximum degree of nudity required, the nature of attire (see-through clothes, etc.) and any other relevant information pertaining to the scene which may reasonably be expected to give a full, true and complete disclosure of the nature of the nudity required must form part of the Performer's written contract and must be submitted to the Performer in writing at least forty-eight (48) hours prior to the signing of the Performer's contract. In exceptional circumstances, when a Producer is required to replace a Performer who has been previously contracted for a nude scene on short notice (i.e. within forty-eight (48) hours of said Performer's first contracted day), then the forty-eight (48) hour provision may be waived but all other conditions of A24 apply.
2. Performers may refuse to do anything not specified in her contract without liability or forfeiture of any portion of the contracted fee.
3. All Performers' contracts must contain as a rider to such contracts all provisions of this Article.
4. The minimum fee for a Background Performer appearing nude in a scene shall be not less than that specified herein for an *Actor*, but such performance shall not

attract Use or Residual Fees. The minimum fee for an Actor appearing nude in a scene shall not be less than that of a *Principal Actor*, however, only those fees earned as a function of the Actor category shall attract Use or Residual Fees .

A2403 Rehearsal and Performance

1. With the exception of the final rehearsal for camera and lighting, there will be no rehearsing in the nude or semi-nude.
2. 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 a monitor prohibited) except for those having a direct and proven professional need to be present.
3. Except for continuity purposes, still photos, Polaroids, etc. of nude or semi-nude scenes will be taken only if the Performer gives prior written consent, said consent to specify the nature of the photo and the planned use of said photo. Unused stills, Polaroids, etc. and negatives of such scenes will either be turned over to the Performer concerned or otherwise accounted for to the Performer's satisfaction.
4. 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.
5. Doubling of a Performer (who did not originally perform in the nude in the Production) to create a nude or semi-nude scene in a Program shall 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 of his consent to the use of a double is sought. Doubling of a Performer is permitted where a Performer was contracted and performed in a nude or semi-nude scene in the Production and has given general consent, provided that the use of such double is limited to the general outline of the original nude scene. The Performer shall be given a right to disapprove 50% of the proposed body doubles presented by the Producer to the Performer.
6. With the consent of fellow Performers, and with the consent of the director, the Performer may have his personal representative on the set.
7. Where necessary to verify contractual obligations, Performers may request to view the footage at the "fine-cut" stage of a scene in which they appear nude, semi-nude or in scenes of a sexual nature. Permission to view such footage shall not be unreasonably withheld.

ARTICLE A25 - RISK PERFORMANCE

A2501 Performers shall not as a rule be required to undertake risk performances. Whenever possible, NFB shall engage qualified Stunt Performers to undertake such work.

- (a) Where it is not possible to engage a qualified Stunt Performer and other Performers are called upon to undertake a risk or dangerous performance they may:
 - (i) negotiate an additional fee which shall not be less than the fee for a Stunt Performer; or
 - (ii) refuse to perform the risk or dangerous performance but such Performers shall be paid fully for the engagement.
- (b) Notwithstanding any agreement to proceed, the parties reserve the right to review the circumstances and require that a stunt fee be paid.

ARTICLE A26 - STUNT PERFORMANCE & COORDINATION

A2601 **Categories** The following are the categories of *Stunt Performer*:

1. *Stunt Actor* - A Stunt Performer who is engaged to enact a character (which may include up to ten words) and who performs Stunt work.
2. *Stunt Double* - A Stunt Performer who only performs the physical double for the character that the Performer was assigned to double.
3. *ND Stunt* - A Stunt Performer who is engaged to perform a non-descript Stunt or a general Stunt, which is not attributed to a specific character.
4. *Stunt Coordinator* - A Stunt Coordinator is responsible for the creation and engineering of Stunts and the engagement of Stunt Performers. The Stunt Coordinator must be a member of ACTRA, and be an experienced and qualified Stunt Performer. In consultation with and subject to the approval of the Producer, the Stunt Coordinator is responsible for determining:
 1. the number and category of personnel required for the Stunt;
 2. the amount of Stunt adjustment that is required for each performance of each Stunt, and
 3. the safety precautions that are required for each Stunt.
5. *Associate Stunt Coordinator* The NFB agrees that, on all Productions which qualify as Canadian content and on which a non-Canadian Stunt Coordinator is engaged, (subject to Article A7) the NFB shall also engage a Canadian Performer as an Associate Stunt Coordinator, whose terms and conditions of engagement shall be no less than those specified herein for the category of Stunt Coordinator.

A2602 Fees

- a. **Stunt Fee** Upon the actual engagement of a Stunt Performer to perform a stunt, the minimum fee shall be that of the Stunt Performer category plus any additional amount

(Stunt Fee) which may be negotiated between the Stunt Performer and the NFB in relation to the difficulties, danger and other pertinent details regarding the stunt to be performed.

- b. **Stunt Coordinator** - Minimum daily fee shall be \$665.50 / \$678.75 / \$692.25, for a ten (10) hour day, with overtime payable at the rate of one hundred and fifty percent (150%) of the regular rate for the 11th and 12th hours and two hundred percent (200%) of the regular rate thereafter (with no Use Payments and no meal or turnaround penalties)
- c. **Stunt Performer** - Minimum daily fee shall be equivalent to the Stunt Performer category rate (plus Use Payments).
- d. **Stunt Actor** - Minimum daily fee shall be equivalent to the Stunt Performer category rate, plus fifty percent (50%) only on those days in which the Stunt Actor performs the role (plus Use Payments).
- e. **Stunt Double / ND Stunt Performer** - Minimum daily fee shall be equivalent to the Principal Performer rate, subject to Article A2201 with respect to additional categories and/or roles performed (plus Use Payments).
- f. **Performance of Same Stunt on the Same Day** A twenty-five percent (25%) discount of the negotiated Stunt fee may be applicable for the re-performance of a Stunt if the same Stunt Performer, for any reason, is required to repeat the same Stunt on the same day.
- g. **Conditions for a Weekly Contract** The engagement of a Stunt Performer under a weekly contract includes the performance in any one (1) Stunt performance category per day during a specific five (5) day week. Any additional performance in any one (1) day requires an additional contract(s).
- h. **Minimum Weekly Fees** The minimum weekly fees are only applicable to Stunt Performers and shall be calculated on the basis of four (4) times the applicable minimum daily fee, and is understood to include performance on five (5) consecutive days. The hourly rate for Stunt Performers is calculated on the basis of the applicable minimum daily fee divided by eight (8) (hours).
- i. **Consultation for Stunt Performer** There shall be a consultation fee of \$150.75 / \$153.75 / \$156.75 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 Stunt Performer's hourly rate when called by the NFB 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.
- j. **Consultation for Stunt Coordinator** There shall be a consultation fee of \$276.75 / \$282.25 / \$288.00 for which a Stunt Coordinator shall be available for four (4) hours, beyond which the Stunt Coordinator shall be entitled to her daily fee.
- k. **Stunt Performer Enacting Role** Except as provided for in A2602 d. the contracted fee for a Stunt Performer or Stunt Double shall be exclusive of any performance in a residual

category (e.g. Principal Actor, Actor etc.). If the Stunt Performer, in addition to performing the Stunt, also enacts the role of the "character" involved in the stunt, (with the above noted exception for a Stunt Actor role) an additional performance fee applicable to such performance category shall be paid to the Stunt Performer.

A2603 Audition The NFB may Audition a 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.

A2604 Contract of Engagement Prior to any stunt performance, a contract will be signed between the Performer and the NFB specifying:

- a. The precise nature of the stunt to be performed;
- b. The Performer's agreement to perform the stunt as specified;
- c. The amount of the fee for each performance of the stunt;
- d. The nature of the agreement between the parties concerning indemnity.

A2605 Stunt Doubling for Females and Visible Minorities Where a Stunt Performer doubles for a role which is identifiable as female or a visible minority, and the race and/or sex of the double is/are also identifiable, every effort shall be made to cast qualified persons of the same sex and/or race involved. Where the Stunt Performer is not so identifiable, the Producer shall use best efforts to increase the employment of women and visible minorities for such Stunts.

A2606 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 as a specialist in the 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 NFB and all Stunt Performers engaged for the same Stunt.

A2607 Scripted Stunts Except for *bona fide* emergencies, no Background Performer hired as such may be engaged for scripted Stunts on any production if, on that day, the Background Performer was engaged as a Background Performer in the same Production.

A Stunt is a *non-script Stunt* when not called for or contemplated by the action in the script, and not pre-planned, pre-conceived or deliberately omitted for the purpose of evading this rule.

A2608 Safety and Protection of Performers

1. A paramedic or registered nurse shall be present on all sets where hazardous work is planned. The Producer shall properly equip this person, establish the capabilities of nearby medical facilities, and provide transportation and communication with these facilities.
2. When a Production requires scripted or non-script Stunts, a Stunt Coordinator shall be engaged and present on the set where appropriate in accordance with customary industry practice. No Performer without requisite training and/or experience shall be required to perform a Stunt, without an opportunity for prior consultation by the Performer with such qualified Stunt Coordinator or such other individual with the requisite experience and/or expertise in the case that a Stunt Coordinator is not required.
3. Persons involved in the planning and/or execution of a Stunt shall be entitled to inspect any vehicle, mechanical device and/or equipment that is to be used in the execution of such Stunt, on the day prior to its use, provided that the equipment is available. In any event, such persons shall be granted reasonable time for such inspections. No payment shall be due for such final inspections.
4. NFB shall instruct Stunt Coordinators to notify the Local ACTRA Office of scripted Stunts involving non-Stunt Performers, which notice shall include the date, location and Producer involved, to the extent known.
5. The Performer's consent shall be a requisite precondition to performing Stunts or other hazardous activity. This consent shall be limited to the Stunt or activity described to the Performer at the time consent was given. They **do not** have to agree; the Performer may always request a double.
6. All reasonable requests and requirements for safety equipment in connection with the performance of Stunts shall be complied with by the Producer or the Producer's representatives on the set or location.
7. Equipment provided by the NFB (e.g. autos, motorcycles, wagons) shall be in suitable repair for the safe and proper performance of the Stunt.
8. No Performer shall be required to work with dangerous animals without a qualified handler or trainer being present on the set.
9. No Stunt Performer shall be rigged with an explosive device of any kind without the presence of a qualified special effects person and a member of the police Emergency Task Force squad (or equivalent) on the set. All performers rigged with an explosive device (e.g. squibs) shall be considered to be undertaking a Risk Performance.
10. Stunt Performers shall have the right to negotiate for additional compensation for any Stunt work required that is over and above that originally agreed.

A2609 **Safety Guidelines** The Producer shall obtain and adhere to all applicable safety guidelines issued by the Federal Government. The NFB further agrees to cooperate in disseminating such guidelines and adhering to future addenda and/or changes.

A2610 **Insurance for Stunt Performers** The Producer will extend its General Liability Insurance policy to Stunt Performers and Coordinators, if such coverage is available.

A2611 **Stunt Driving Guidelines** When the Producer requires any of the following conditions to occur, a vehicle driver shall qualify as a Stunt Performer:

1. When any or all wheels leave the driving surface;
2. When the tire traction is broken, i.e. skids, slides, etc.;
3. Impaired vision - when the driver's vision is substantially impaired by dust, spray (when driving through water, mud, etc.), blinding lights, restrictive covering of the windshield, or any other condition restricting the driver's normal vision.
4. When any aircraft, fixed wing or helicopter, is flown in close proximity to a vehicle, creating hazardous driving conditions;
5. Whenever speed, close proximity of two or more vehicles, unusual road conditions, obstacles or difficult terrain create conditions dangerous to the driver, passengers, film crew, by-standers or the vehicle;
6. When for safety reasons, a Performer is doubled on-camera as the driver of a vehicle, the Stunt Double shall qualify as a Stunt Performer. This would apply to passengers in a vehicle who must be doubled for their safety.

ARTICLE A27 - MINORS

A2701 **Preamble** Parties to the Collective Agreement recognize the special situation that arises when Minors are engaged in the workplace. The Parties are dedicated to ensuring a safe environment for all Performers, with extra care given to the proper health, education, morals, and safety of Minors. For the purposes of this Agreement, the term *Minor* shall refer to Performers under the age of eighteen (18) years. The term *Parent* shall include the Minor's legal guardian. Furthermore, the parties agree that they shall be guided in all respects by what is in the best interests of the Minor, which shall always prevail in the interpretation, application and administration of the terms of this Agreement.

Although the following special provisions apply to Minors, they are still subject to the minimum terms and conditions stipulated elsewhere in this Agreement. In the event of a conflict between Article A27 and the other terms of this Agreement, then the terms of Article A27 shall prevail.

A2702 **Violations** The Parties acknowledge that a breach or violation of the provisions of Article A27 may result in harm to a Minor and therefore the Parties undertake to act expeditiously when a violation is alleged to have occurred. In this regard ACTRA and

the NFB may agree that the circumstances are such that any time periods or steps established pursuant to the Grievance procedure may be abridged, in order that the dispute may be resolved or breach or default be cured as soon as possible. The arbitrator shall be entitled to award damages to an aggrieved party or person for breach of the provisions of Article A27.

A2703 Conditions of Engagement

1. The NFB shall advise the Minor's Parent(s) at the time of engagement of the complete terms and conditions of the employment, including, but not limited to, studio, location, estimated hours, including any night shoots (i.e. between 19h00 and 6h00), hazardous work and special abilities required, including performances where a Minor is asked to perform activity with a level of physical proficiency or other physical skill superior to that of the average Minor. The NFB shall furnish the Parents with a script, plus all revisions, prior to shooting.
2. In case of night shoots, thirty-six (36) hours notice shall be provided to a Parent responsible for the Minor, subject to the exigencies of Production. In the event that less than thirty-six (36) hours notice is provided, such notice shall be provided to the Minor's Parent and ACTRA.
3. When, prior to the Audition, it is known that a Minor will be required for a Night Shoot during the course of the Production and it is not possible to provide at least forty-eight (48) hours notice of the Night Shoot, details of this will be provided to a Parent responsible for the Minor prior to the Audition call, to allow each Parent to make an informed decision as to whether they wish the Minor to Audition for the Role.
4. In case of work requiring superior physical skill, a description of the activity required will be provided in the Minor's contract (if known at the time of contracting). If not notified at the time of contracting, a Parent responsible for the Minor shall be notified at least forty-eight (48) hours in advance when the Minor will be asked to perform work requiring superior physical skill. In the event that forty-eight (48) hours notice cannot be given, the Minor shall not be required to perform work requiring superior physical skill unless the Minor's Parent consents, such consent not to be unreasonably withheld. In such instances, notice shall also be given to ACTRA.

A2704 Parental Responsibilities

1. The Parent shall familiarize him/herself with the requirements of the role as described in the script or otherwise disclosed to the Parent. The Parent shall be given a copy of *Appendices 4 and 5*. *Appendix 4* and, if applicable, *Appendix 5* shall be completed and delivered to ACTRA and the NFB after a Booking by the NFB but prior to the delivery of a contract to the Parent, or in the case of a Minor engaged in the Background Performer categories, prior to the commencement of work.

2. The Parent shall disclose, in writing, any medical history or condition or any attitudinal or psychological condition of which the Parent is aware which might foreseeably interfere with, or have an impact on, the Minor's ability to carry out the role for which the Minor is being considered.
3. Subject to clause A2708 #2, where the Parent is not present with the Minor at all times, the Parent shall execute and deliver, with the contract, an Emergency Medical Authorization (see Appendix 5) enabling the NFB to obtain emergency medical treatment for the Minor in the event the Parent cannot be located immediately when such treatment is required.

A2705 Work Day and Rest Periods

1. Subject to A2705# 3, the work day shall not exceed eight (8) consecutive hours per day excluding meal periods but including tutoring time.
2. For Minors under twelve (12) years of age, overtime is forbidden.
3. For Minors aged twelve (12) to fifteen (15), a maximum of two (2) hours per day of overtime may be permitted, provided that in the event that a Minor is required to work a cumulative maximum of four (4) hours of overtime over three (3) consecutive days, the Minor shall not be required to work any overtime on the immediately following day, unless the Parent consents. Such Minors shall be given rest periods of not less than twelve (12) hours between the end of one work day and the beginning of the next work day.
4. For Minors under age of twelve (12), there shall be a rest period of not less than twelve (12) hours between the time the Minor arrives at his home (or place of accommodation, while at a Distant Location) and the time that the Minor leaves for the set for the next call.
5. When the NFB is required to provide transportation, best efforts shall be made for Minors to leave the set within thirty (30) minutes of the end of the Minor's working day. The NFB shall ensure that transportation home (or place of accommodation) is provided for any Minor wrapped after dark.
6. For Minors aged sixteen (16) to eighteen (18), the overtime provisions of Clause A12 shall be applicable.

A2706 Minimum Call The minimum call for a Minor under the age of twelve (12) shall be four (4) hours. The minimum fee for such four (4) hours shall be one-half (½) the minimum daily fees provided in B101. Where the call extends beyond four (4) hours, the call shall automatically revert to an eight (8) hour call.

A2707 Time before Camera, or Rehearsal Minors shall not be continually required before the camera or under lights for longer periods of time during a work session than specified below. Breaks shall be taken away from the set when and wherever possible.

- | | |
|--------------------|---|
| 2 years and under: | 15 consecutive minutes (minimum break 20 minutes) |
| 3 - 5: | 30 consecutive minutes (minimum break 15 minutes) |

6 - 11:	45 consecutive minutes (minimum break 10 minutes)
12 - 15:	60 consecutive minutes (minimum break 10 minutes)

A2708 **Presence of Parent**

1. A Parent of a Minor under sixteen (16) years of age must be present at all times when a Minor is on set and must accompany the Minor to and from the set or location, and shall have the right to accompany the Minor on hair, makeup, and wardrobe calls, if the space can accommodate the Parent, and provided that the Parent is not disruptive.
2. The Parent shall advise the NFB if and when he or she will be present. When the Parent is not present, a responsible Chaperon (not less than twenty-one (21) years of age) shall be appointed by the Parents to assume full supervision of the Minor for the duration of the engagement.
3. The appointment of the Minor's Chaperon shall be completed in triplicate, in the form provided in *Appendix 5*, one copy of which shall be provided to the Producer, one copy to ACTRA and one to be retained by the Parent.
4. The Parent or Guardian shall not interfere with the Production unless interference is required to ensure the Minor's safety.
5. The NFB shall bear the travel expenses and per diem of one (1) Parent accompanying a Minor to a Distant Location. The amounts of such travel expenses and per diem shall be equivalent to those paid to a Performer under this Agreement. A Minor aged sixteen (16) or seventeen (17) living with a Parent, shall have the right to travel to a Distant Location with a mutually agreed to Chaperon provided by the NFB, unless the Minor's Parent(s) consent(s) in writing to such Performer travelling alone. If the Minor travels alone, a mutually agreed person (not less than twenty-one (21) years of age) shall accompany the Minor between the airport, train station or the like, and the set or the Minor's hotel. In no case shall the Minor work or be held on a distant location without a Parent or a Chaperon.

A2709 **Dangerous Work**

- (a) No Minor shall be required to work in a situation that places him in clear and present danger to life or limb, or if the Minor or Parent believes the Minor is in such a situation. Where a Minor is engaged to perform subject matter which the NFB knows, or ought reasonably to know could be of a psychologically damaging nature to the Minor, a psychologist or therapist properly accredited by the applicable Provincial Ministry shall be hired by the NFB to guide and assist the Minor to handle the emotional and mental stress of such subject matter. The NFB shall be required to carry out the psychologist's or therapist's recommendations which may include such psychologist or therapist being present on set.
- (b) **Scenes depicting Child Abuse, disturbing Violence or carnal Acts:** Without limiting the generality of paragraph (a), when a Minor is engaged to perform in a

scene that depicts child abuse, disturbing violence or carnal acts, the NFB shall consult with the Parent and, should the Parent agree, make available to the Minor and his Parent a psychologist or therapist properly accredited by the applicable Provincial Ministry to assist the Minor in preparing for and participating in any such depiction. A Minor shall not be present during such scenes unless it is essential for the child to be on-camera.

- (c) In cases where the Parent or Tutor observes that a Minor is or appears to be suffering emotional, physical or mental stress during the course of production (which may be evidenced by changes in behaviour), a psychologist or therapist properly accredited by the applicable Provincial Ministry shall (subject to the Parent's consent) be engaged by the NFB to assess the situation and suggest reasonable and effective means to deal with the stress causing factors.

A2710 Tutoring

1. When the NFB engages a Minor as a Performer, the education of such a Performer will not be jeopardized or hampered by such engagement. The Performer must be provided with Tutoring appropriate to the Minor's educational requirements. For Performers under the age of six (6), no Tutoring is required.
2. Where a Minor is engaged in a Production, such that he is required to miss at least two (2) days of regular school in a given school week, or at least five (5) days of regular school in a school year over the course of a Production or Series, the NFB agrees to employ a Tutor to provide educational instruction to the Minor from the date of the first day of such engagement. The Parent shall be responsible for providing to the tutor the Minor's schoolbooks and assignments from the Minor's regular school. Call sheets prepared by the NFB shall reflect scheduled time planned for tutoring, subject to paragraph 6 of this clause.
3. If the production schedule is subsequently changed such that the Minor is required to miss, or actually misses, at least two (2) days of regular school in a given school week, or at least five (5) days of regular school in a school year over the course of a Production or Series, then the NFB shall only be obligated to employ a Tutor to provide educational instruction to the Minor from the date of the change of the Production schedule (and not from the start of the Minor's engagement), and subject to the Producer instituting those measures for tutoring proposed by the Minor's principal or teacher.
4. **Tutors will be properly qualified.** The NFB and ACTRA shall advise the Parent to consult with the Minor's school and secure the Minor's regular school assignments and school books which will be used by the Minor and the Tutor. Any Tutor employed by the NFB shall have proper Provincial certification(s) and / or teaching credentials as required by the Minor's regular school. If a Minor's regular instruction primarily occurs in some language other than English, teaching in that language will be provided.
5. During the course of a Minor's workday, the Minor is entitled to tutoring (i.e. educational instruction from a Tutor), a minimum of two (2) hours per Production

workday, in blocks of no less than thirty (30) minute tutoring sessions at a time, provided that the maximum amount of instructional time per day is five (5) hours per day.

6. All educational instruction must commence within the first three (3) hours of any Minor's workday and must be completed within the Minor's workday. Tutoring time is exclusive of the Performer's personal break time. When tutoring is required, the Minor shall have access to the Tutor during the workday when the Minor is not required to work.
7. **Tutoring Area.** The NFB will be responsible for providing an adequate teaching area that, where practical, approximates a classroom setting and which is quiet, clean, climate controlled, adequately lighted and ventilated. Minors must not receive educational instruction while being transported to or from a location set.
8. The NFB will provide basic schooling supplies, appropriate furniture and equipment, including a computer, printer, and other applicable equipment, if required by the Minor's school curriculum. For Minors, five (5) years of age and under, the NFB will provide a separate, cheerful play room, complete with basic toys and games, where practicable.
9. The NFB shall require the Tutor to prepare a weekly written report for each Minor, covering attendance, grades and the like. These reports (or copies) shall be given to the Minor's Parent to deliver to the Minor's regular school at the end of each assignment or as required by the school.

A2711 Banking of Tutoring Time

- (a) Banking of tutoring time shall only be permitted when the combined work / school schedule is unusually heavy in a particular week. Banking of tutoring hours is a privilege that requires the permission of the Tutor and the Parent of the Minor. At any time, a Tutor and the Parent may decide that it is in the best interest of the Minor to cease the banking of hours.
- (b) Banking of hours shall be allowed in order to permit that, during the course of a Minor's work week, the average amount of instructional time per day that the Minor shall receive is two (2) hours per workday, subject to the maximum of five (5) hours per day as per paragraph (f) below. Subject to paragraph (c) and (d) of the Article, in no event shall there be less than a total of ten (10) hours of educational instruction per work week.
- (c) A maximum of four (4) hours of tutoring time can be accumulated per week by the Minor and credited against the minimum requirements set out in Art. 2710(5). At no time will the Minor have accumulated more than four (4) hours of tutoring time. Such accumulated tutoring time may commence no earlier than the week immediately prior to Principal Photography and shall not occur on Production down days or weekends (unless the Minor has been called to work during that time).

- (d) A maximum of four (4) hours of tutoring time can be owed to the Minor on an ongoing basis and debited against the minimum requirements set out in Art. 2710(5). At no time will the Minor be owed more than four (4) hours of tutoring time. The fulfilment of owed tutoring time shall be concluded no later than the week immediately following Principal Photography and shall not occur on Production down days or weekends.
- (e) Banked hours may not extend the workday as defined in A2705.
- (f) In the event that a Minor is called to work for the sole purpose of being instructed by the Tutor, such day shall be paid as a full day at the contracted daily fee during which the instruction time with the Tutor shall not exceed five (5) hours.
- (g) It is the NFB's responsibility to ensure that an accurate weekly record is kept reflecting when tutoring time is banked and when it is used.
- (h) To qualify as banked time, the Minor must always be under the immediate supervision of the Tutor.
- (i) "Homework" is not to be counted as banked tutoring time.

A2712 Minor's Coordinator When Minors are engaged, one individual on each set or location will be designated by the NFB to coordinate all matters relating to the welfare and comfort of such Minors. The Minors' Parents will be notified of the name of the individual designated as Coordinator. On any set on which six (6) or more Minors are engaged, the Coordinator shall have as his primary responsibility the welfare and comfort of the Minors, in which case such Coordinator shall not double as a Tutor, unless all Minors are being tutored at the same time.

A2713 Time of Calls Auditions, interviews, individual voice and photographic tests, fittings, wardrobe tests, makeup tests and photographic conferences for Minors shall only take place after school hours on school days and will end before 20h00 on days before school. Calls for actual production shall not be so limited. However, Minors shall not be required to work after 23h00 without the consent of the Parent.

A2714 Food The NFB recognizes the special nutritional requirements of Minors. To that end, the NFB shall provide Minors with a selection of milk, juices and healthy snacks. All Minors under the age of fourteen (14) shall be fed meals on the basis of a schedule reasonably approximating their normal meal times, which may be provided during a break and shall not require a Meal Period as set out in Article A14.

A2715 Infants

- (a) An Infant means a person who is less than two (2) years old and more than fifteen (15) days old. A person who is less than fifteen (15) days shall not be permitted to be engaged.
- (b) It is recommended that the Parent/guardian secure a written statement from a physician confirming that s/he has examined the Infant, that the Infant is in good health and whether there is any reason why the Infant should not be engaged.
- (c) The NFB will provide a separate, sanitary room for the care and rest of Infants employed. This will include a crib, changing table and private, quiet and warm

room where the Infant may be fed and may rest without being held. Infant accessories provided by the NFB, such as bassinets, cribs and changing tables must be sanitized at the time of delivery to set and on a regular basis.

- (d) Once wardrobe and props have been issued by the NFB for use on/with an Infant, the wardrobe and props may not be reissued for another Infant until the wardrobe has been laundered and the props sanitized. Bottles, nipples and pacifiers must not be exchanged among Infants.
- (e) When more than one Infant of a Parent is employed on the same production at the same time, it is the responsibility of the Parent/guardian to ensure that there is one adult to care for each Infant.

A2716 **Trust Account** After a Minor's total lifetime remuneration reaches five thousand dollars (\$5,000), twenty-five percent (25%) of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the NFB and remitted to the ACTRA PRS, which shall hold such monies in trust for the Minor upon terms and conditions consistent with the obligations of the ACTRA PRS to act as a Trustee. ACTRA PRS shall keep track of the Minor's earnings to determine whether the five thousand dollars (\$5,000) level is reached. For those Minor performers engaged to work pursuant to this Agreement in British Columbia, the twenty-five percent (25%) Minor's Trust deduction shall be remitted to the Public Guardian and Trustee for British Columbia.

ARTICLE A28 - TALENT AUDITIONS, INTERVIEWS AND INDIVIDUAL TESTS

A2801 **Screen and Voice Tests** Screen and/or voice tests are those try-out periods wherein a Performer or a Specialty Act, or group of Performers are tested for ability, talent, physical attributes and/or suitability for inclusion in a Production. Performers shall sign-in on a sign-in sheet provided at the place of audition, a copy of the sign-in sheet will be given to ACTRA after the completion of the auditions. Performers shall not be required to learn special material or spoken lines or special business. No fees are required for the auditioning of a 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 by the NFB for more than one (1) hour before the commencement of an Audition/interview shall be compensated for all excess time over the hour at the rate of \$34.50 / \$35.25 / \$ 36.00 per hour or part thereof.

A2802 **Audition Recall** Where a Performer is required to attend a third (3rd) or subsequent Audition, the NFB shall compensate the Performer for expenses incurred by paying an amount not less than \$57.75 / \$59.00 / \$60.25 for each hour or part thereof.

A2803 A Performer engaged to take part in another Performer's test shall be paid at the rate of \$24.00 / \$24.50 / \$25.00 per hour or a minimum payment of \$116.25 / \$118.50 / \$120.75 whichever is greater.

A2804 **Open Audition Call** Where open Performer Auditions, tests or interviews are to be held for any category, except Background Performers, notice of such Audition with necessary details shall be given to ACTRA not less than four (4) days prior to such Audition when

feasible. When scheduling auditions for Performers, the Producer will make reasonable efforts to provide the Performers with forty-eight (48) hours notice of such an audition.

A2805 **Preference of Audition** The NFB agrees to give ACTRA members preference in the Auditioning of Performers. In the case of "open calls", ACTRA members shall be Auditioned in advance of and separate from non-ACTRA members. However, ACTRA members may be Auditioned during non-member Auditions if they are unavailable during member Audition time.

A2806 The NFB shall provide either transportation or an escort to the nearest public transportation when a Performer completes an Audition or Call between the hours of 22h00 and 6h00.

A2807 The NFB shall make reasonable efforts to have sides and/or scripts available to Performers twenty-four (24) hours prior to an audition.

ARTICLE A29 - PILOT PROGRAM

A2901 **Pilot Program** The minimum performance and daily fee provided in this Agreement (except for Background Performers) may be discounted by fifty percent (50%) for the Production of a pilot Program. 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. Any other use of the Program including broadcast shall require a step-up of fees to Performers to the minimum fees in this Agreement, or the contracted fee whichever is the higher and the payment of the applicable use fee(s).

ARTICLE A30 - RETAKES, ADDED SCENES AND AUDIO RECALL

A3001 **Post-Synchronization** A Performer required to do Post-Synchronization in the course of a working day, shall do such work and such work may be done without additional compensation.

A3002 **Retakes After Completion of Regular Schedule** In the event that Performers are required by the NFB to return for retakes following the completion of the regular schedule of work, the Performer shall be obligated to work on such retakes providing such recall to work does not conflict with a prior commitment made by the Performer. Should there be a conflict of engagements, the NFB shall reschedule work to permit the Performer to keep the Performer's prior commitments; or compensate the Performer to the extent of the loss incurred by the Performer in the event the Performer is able to withdraw or postpone the conflicting prior commitment.

A3003 **Contracting Procedure** ACTRA must be notified of any proposed work under this Article. ACTRA shall receive work reports concerning such work except for audio recall. Performers shall be contracted and paid the following fees when recalled to work:

1. **On-Camera Work** The original pro-rata contract rate for such day of work.

2. **Post-Synchronization (On-Camera Performer)** The on-camera Performer required to provide off-camera work (post-synchronize such Performer's on-camera performance) following the completion of the schedule of work shall be paid the original on-camera pro-rata contracted hourly rate for a minimum payment of two (2) hours for each day of such recall to work. There shall be no unpaid meal period in a two (2) hour call.
3. **Recall (Off-Camera Performers)** The Off-Camera Performer recalled to provide additional work shall be paid the original pro-rata contracted hourly rate for a minimum of four (4) hours for each day of such recall to work. There shall be no unpaid meal period in a four (4) hour call.
4. **Recall (Narrators and Commentators)** The Narrator or Commentator recalled to provide additional work shall be paid the original additional work time hourly rate with a minimum of four (4) hours for each day of such recall to work or the fee paid for the original session, whichever is less. There shall be no unpaid meal period in a four (4) hour call.

A3004 **Prop Shots** In the event that a Performer is called in for a photography session in which the resulting photo(s) will be used as a prop in a Production, the Performer shall be entitled to payment at the Performer's contracted daily fee, with a four (4) hour minimum call. In the case where a Performer does not otherwise appear in the Production, they shall be paid no less than the Actor rate, with a four (4) hour minimum call. These fees shall not form part of the *Net Fees*.

ARTICLE A31 - PICK-UP PERFORMANCE

A3101 **ACTRA's or Performer's Consent** There shall be no pick-up of Performers in any theatre, night-club, circus, hotel, studio or other places where Performers are appearing, without the consent of ACTRA. In the event of emergency, where the consent of ACTRA cannot be obtained, then the performers' consent shall be obtained in writing and provided to ACTRA as soon as possible. When such consent is given, the Performers concerned shall be entitled to additional amounts for such performances as are required under the terms of this Agreement or, where applicable, the reciprocal agreement between ACTRA and any other Performer's Association having jurisdiction, whichever amount is greater. Upon request, a copy of the applicable reciprocal agreement will be furnished to the NFB. It is agreed that ACTRA may waive the provisions of A22 in the case of the pick-up of a live dramatic presentation in which Actors are required to play multiple roles.

A3102 **Insert Fees** Where the pick-up of a performance or rehearsal is for the purpose of producing an insert in a Program of longer length (such as a promotional or publicity Program) and no extra rehearsal or additional work is required by the Performer, the NFB may apply to the National Executive Director of ACTRA for fees and rates, including use fees, for such inserts. Such fees shall be based upon the fees provided in this Agreement.

A3103 **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 recorded performance may be used in information Programs only, without additional payment.

ARTICLE A32 - PUBLICITY STILLS, TRAILERS AND PROMOS

A3201 **Publicity Stills** Publicity stills or trailers may be used to publicise a Program in which the Performer has appeared. Still photographs or trailers shall not be used for any other purpose except where the NFB has contracted with the Performer for use of such still photographs and trailers. The Performer shall agree to be available as reasonably required by the NFB for the purposes of promoting and publicising the Production. The Performer shall ensure his availability for no less than an aggregate of four (4) hours for such purpose.

A3202 **Program Excerpt** An excerpt of not more than two (2) minutes in length, may be used as a trailer or promo, including use in an awards Program for the promotion of a Program or Programs within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips also may be used within a Series from which the footage was taken for recaps, previews or teasers without additional payment.

A3203 If the NFB desires the services of a Performer in making publicity stills, promos or trailers, the Performer shall be paid a fee not less than \$266.75 / \$272.00 / \$277.50 with four (4) hours included work time, such fee to include thirteen weeks of use.

A3204 The Performer may not take, or cause to be taken, still pictures on the set or location, without the full knowledge and prior consent of the NFB.

ARTICLE A33 - EXCERPTS

A3301 (a) Any Performer appearing in an excerpt not within the exceptions in A3301 (c), will be paid a fee not less than the contracted daily fee such Performer received in the original Program from which the excerpt is taken. All other terms and conditions of this Agreement (including Use Fees) shall apply to the new Program as if the Performer had actually participated.

(b) A Performer who appears in multiple excerpts not within the exceptions in A3301 (c), which are used in a single Program, will receive a fee equal to the highest contracted daily fee such Performer received in one of the original Programs from which the excerpts are taken.

(c) Excerpts (except for Flashbacks - See Art. A3302) may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:

- i. when such excerpt is used in a Program in which the Performer(s) participate(s) in new work for such Program;
- ii. as a recap, preview or teaser within a Series from which the footage was taken.

(d) Excerpts of not more than four (4) minutes may be used, including on Internet, in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:

- i. for the purpose of advertising or promoting a Production or Series from which the excerpt is taken;
- ii. in any awards Production; or
- iii. in news, news magazine or lifestyle productions for the promotion of the Performer(s) and/or Production or Series, or because of the newsworthy nature of the performance or Performer(s) and/or the original Production.

Notwithstanding the above, for use of incidental excerpts under sixty (60) seconds in short dramas produced for curriculum use, or in documentaries, ACTRA agrees to entertain request for easement of the application of this Clause.

(e) The foregoing provisions do not apply to Background Performers.

A3302 If flashbacks (other than recaps, previews and teasers) are used in an Episode in which a Performer does not otherwise appear, the Performer shall be paid not less than his/her contracted daily fee for the Program from which the flashback footage was taken. All other terms and conditions of this Agreement shall apply as if the Performer had actually participated.

A3303 **Opening montages** When a Performer (other than a Background Performer) appears in an opening montage and in fifty per cent (50%) or more of the Episodes in the Series cycle, he/she shall receive no additional payment for such use. If a Performer appears in an opening montage and in less than fifty per cent (50%) of the Episodes in the Series cycle, he/she shall be paid a use fee equal to five per cent (5%) of his/her contracted daily fee for each Episode in which the opening montage is used in which he/she does not otherwise appear.

A3304 **Series Theme Music** Payment of the following fees shall entitle the NFB to utilise the theme on one episode of the series. Use of the theme on additional episodes shall require payment of an additional five percent (5%) of such fee per episode (plus applicable Use Fees)

	<u>Daily Fee</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Included Work Hours</u>
Singers				
Solo or Duo	372.25	66.75	99.75	4
	379.75	68.00	101.75	4
	387.25	69.25	103.75	4
Group				
Singers	251.00	44.75	67.25	4
	256.00	45.75	68.50	4
	261.00	46.75	69.75	4

ARTICLE A34 - REPLACEMENT OF A PERFORMANCE

A3401 The NFB will not, without the Performer's consent, Lip Synchronize or use a Photographic Double in lieu of the Performer, except under the following circumstances:

- a) when necessary to meet expeditiously the requirements of the exhibition;
- b) when necessary to meet expeditiously censorship requirements, domestic or foreign;
- c) when, in the opinion of the NFB, the failure to use a Photographic Double for the performance of hazardous acts might result in physical injury to the Performer;
- d) when the Performer is not available, or when the exigencies of the Production render such impracticable; and/or
- e) when the Performer fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music, or other similar services requiring special talent or ability other than that possessed by the Performer.

Pursuant to any of the provisions a) through e) above, the NFB shall have the right to Lip Synchronize or use a Photographic Double to Synchronize or double not only the acts and poses, plays and appearances of the Performer, but also the voice of the Performer, and all instrumental, musical and other sound effects to be produced by the Performer to such an extent as may be required by the NFB.

ARTICLE A35 - CREDITS

A3501 In its distribution or licensing agreements with exhibitors, distributors, broadcasters, or similar licensees, the NFB shall include a provision prohibiting the licensee from deviating from the contracted Performer credits. In the case of an inadvertent breach, the breach shall be cured prospectively.

A3502 In Documentary or Industrial Programs, if any craft credits are given, credits to Performers as provided in this Article shall apply.

A3503 The NFB will use its best efforts to place at the end of each theatrical film and tv movie, a cast of characters naming the Performers and the roles played.

A3504 All credits will be in a readily-readable colour, size and speed, subject only to the requirements of the broadcaster.

A3505 Should the NFB fail to provide the credits on the Program as required above, the NFB agrees to the following remedy:

- (a) to correct the omission prior to public showing where possible; or
- (b) if correction as in (a) above is not possible, to fulfil the intent of the provisions for credit by inserting in appropriate daily and/or trade papers announcements for the sole purpose of identifying the Performer whose credit has been omitted. The specific periodicals and the size and content of the announcements will be the subject of negotiation between the NFB and the Performer. Should the NFB and the Performer fail to agree on the nature of these announcements, the matter may be the subject of a grievance as per A 10. Cost of these advertisements will be borne by the NFB.

A3506 The NFB shall include ACTRA logo on the credit or cast roll, if that of any other union or guild is included, and if ACTRA provides the logo on a timely basis.

ARTICLE A36 - PAYMENT

A3601 Payment It is understood that all fees must be paid within fifteen (15) calendar days following performance.

A3602 Late Payment Penalty In the event that payment of fees is not forthcoming as prescribed in A3601, the NFB shall pay to the Performer a late payment charge of twenty-four percent (24%) per annum, payable monthly, of the total outstanding gross fees, for each thirty (30) day period or part thereof, beginning with the first day following the fifteenth (15th) day. This provision shall not apply in the following circumstances:

- a. Where the NFB has filed with ACTRA a *bona fide* dispute relating to the fees payable.
- b. Where normal methods of payment are interrupted, e.g. by reasons of National mail strike.

A3603 Reporting of Errors Upon receipt of fees, a Performer shall have thirty (30) days in which to report any error in payment, following which the payment shall be deemed to have been correct.

A3604 Assumption Agreement

- a) If the NFB sells, assigns, or otherwise disposes of any production produced under this Agreement, or any rights thereto, to a party that is not a Distributor (in which case Art. B416 will apply), the NFB shall not be relieved of any of his obligations for payments due under this Agreement, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (the Purchaser) assumes the obligations for such payments by Purchaser's Assumption Agreement in the form contained in Appendix "7", and ACTRA approves the assumption in writing. Such approval shall not be unreasonably withheld.
- b) Upon seeking the approval of ACTRA to a sale, assignment or other disposition as provided for herein, the NFB shall provide to ACTRA such information and material pertaining to the Purchaser as ACTRA may reasonably require, including but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

A3605 Right of Audit The NFB 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 at annual intervals, or more frequently if warranted by the circumstances as determined by ACTRA, at normal place of business and normal business hours, all books, records, accounts, receipts, disbursements and any other relevant documents related to the Program.

ARTICLE A37 - ADMINISTRATION FEE

A3701 The NFB shall assist in defraying the cost of administering the terms of this Agreement by paying as an administration fee 1% of the Gross Fees paid to all Performers engaged for the production of a Program. to a maximum of \$1000 dollars per Production or Episode.

A3702 The NFB shall remit the administration fees to ACTRA at the same time and for the same period covered by the Production payroll. The fees shall be payable by cheques to ACTRA and mailed to ACTRA, accompanied by a completed copy of the Performer Remittance Statement Form provided to the NFB.

ARTICLE A38 - INSURANCE AND RETIREMENT PLAN, AND PERFORMER DEDUCTIONS

A3801 **Insurance** The NFB shall contribute, for insurance benefits of each Performer who is a member of ACTRA, an amount equal to five percent (5%) of the Gross Fees (inclusive of Use fees) paid to such Performer.

A3802 **Retirement Plan** The NFB shall contribute, for retirement purposes of each Performer who is a member of ACTRA or member of another ACTRA guild, an amount equal to six percent (6%) of the Gross Fees (inclusive of Use Fees) paid to each such Performer.

A3803 **Deductions from Performer's Fees - Retirement Plan** The NFB shall deduct, for retirement purposes, an amount equal to three percent (3%) of the Gross Fees (inclusive of Use Fees) paid each Performer.

A3804 **Deductions from Performer's Fees - ACTRA Dues** The NFB shall deduct 2.00% of the Gross Fees (inclusive of Use Fees) paid each Performer who is a ACTRA member and remit such amount to ACTRA. During the life of this Agreement, ACTRA may amend the percentage of this deduction.

A3805 Non-members – Equalization Payments and Deductions

- a) In order to equalize the payments and deductions in respect of ACTRA Members and Non-Members, the NFB shall:
- (i) contribute an amount equal to eleven percent (11%) of the Gross Fees paid to each Performer who is not a member of ACTRA, including those designated as Apprentice or Temporary Members, and Work Permittees, (a Non-Member). Where Performers who are not Canadian citizens or landed immigrants and who are not members of ACTRA are contracted, the deductions made and NFB contributions and payments required under this Article shall be limited to the minimum fees in this Agreement.
 - (ii) deduct from the remuneration payable to each Non-Member and Apprentice Member an amount equal to 3% of the Performer's Gross Fees (inclusive of Use Fees).

- b) The Equalization Payments and deductions pursuant to this Article may be used and applied by ACTRA and ACTRA Fraternal Benefit Society for disposition in such manner and for such purposes as may be determined in their absolute and unfettered discretion.
- c) With respect to Non-Member Equalization Payments and Deductions received by ACTRA Fraternal Benefit Society, the Society shall retain an amount equal to 10% of the Gross Fees received, and the balance shall be remitted to ACTRA.

A3806 Maximum Contributions With respect to Performers whose Gross Fees (inclusive of Use Fees) from a contract of engagement exceed \$100,000 (Canadian), the maximum contributions pursuant to Article A38 shall be:

- (a) \$ 3,000.00 (Canadian) pursuant to Article A3801
- (b) \$6,850.00 (Canadian)/\$7,250.00/\$7,920.00 pursuant to Article A3802;
- (c) \$ 3,000.00 (Canadian) pursuant to Article A3803.

For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.

A3807 Payment Procedure All contributions and deductions made pursuant to this Article other than payments made pursuant to Article A3804, shall be payable by cheque to:

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

All contributions and deductions made pursuant to Article A3804 shall be payable by cheque to the ACTRA. All cheques shall be mailed to the local ACTRA office in the location where the Production is being produced and/or administered. All deductions shall be indicated on the "Performer National Film Board Remittance Statement" and shall be payable at the same time as, and for the same period covered by, the Production payroll.

A3808 Late Payment Penalties Late payment penalties provided in A3602 shall also be applicable to the payment of Insurance and Retirement contributions and deductions.

ARTICLE A39 - APPENDICES

A3901 The following appendices shall form part of this Agreement:

- Appendix « 1 » Letter of Adherence for Coproducer (A513)
- Appendix « 2 » Performer Work Report (A516, A517 and C302)
- Appendix « 3 » Standard Contract Form (A804)
- Appendix « 3a » Contract for Services of Narrator or Commentator (A804)
- Appendix « 4 » Declaration of Parent in the Engagement of Minors (A2704)

Appendix « 5 »	Chaperon Form & Emergency Medical Authorisation Form (A2704 and A2708)
Appendix « 6 »	Distributor's Assumption Agreement (B416)
Appendix « 7 »	Purchaser's Assumption Agreement (A3604)
Appendix « 8 »	Background Performer Voucher (C402 and C406)
Appendix « 9 »	Statutory Declaration for Casting Directors (C202)
Appendix « 10 »	The Dubbing Section

SECTION B

MINIMUM FEES, USE RIGHTS AND FEES

ARTICLE B1 - MINIMUM FEES

B101 Minimum Daily Fees for On-Camera Performers (Per Performer - Except Background Performer) The rates and fees are based on an EIGHT (8) hour day, except for **Stunt Coordinator** rates and fees, which are based on a TEN (10) hour day.

Categories	Year	Daily Fee	Hourly Rate	Overtime Rate	Weekly Rate
1. Principal Actor, etc.	1	\$531.25	\$66.75	\$99.75	\$2,124.75
	2	\$542.00	\$68.00	\$101.75	\$2,167.25
	3	\$552.75	\$69.25	\$103.75	\$2,210.50
2. Singers, etc.	1	\$398.00	\$50.00	\$74.75	\$1,592.75
	2	\$406.00	\$51.00	\$76.25	\$1,624.50
	3	\$414.00	\$52.00	\$77.75	\$1,657.00
3. Actor, etc.	1	\$358.75	\$44.75	\$67.25	\$1,434.25
	2	\$366.00	\$45.75	\$68.50	\$1,463.00
	3	\$373.25	\$46.75	\$69.75	\$1,492.25
4. Chorus Performer	1	\$516.50	\$64.50	\$97.00	\$2,066.50
	2	\$526.75	\$65.75	\$99.00	\$2,107.75
	3	\$537.25	\$67.00	\$101.00	\$2,150.00
5. Stunt Coordinator	1	\$692.25	\$69.25	\$103.75	n/a
	2	\$706.00	\$70.75	\$105.75	n/a
	3	\$720.00	\$72.25	\$107.75	n/a
6. Stunt Actor	1	\$796.25	\$99.50	\$149.25	n/a
	2	\$812.25	\$101.50	\$152.25	n/a
	3	\$828.50	\$103.50	\$155.25	n/a

Year 1: From signature to April 30, 2005
 Year 2: From May 1, 2005 to April 30, 2006
 Year 3: From May 1, 2006 to April 30, 2007

Categories :

1. Principal Actor, Announcer, Cartoonist, Dancer (solo or duo), Host, Narrator, Commentator, Puppeteer, Singer (solo or duo), Specialty Act, Stunt Performer ;
2. Singers or Dancers in groups of up to four (4)
3. Actor, Singers or Dancers in groups in excess of four (4)

4. Chorus Performer
5. Stunt Coordinator
6. Stunt Actor

B102 Minimum Fees for Performers in Series

- (a) In a Series, the performance fees may be calculated on the basis of the minimum daily fees (provided in B101) either "per Episode" or "per day of production", whichever is the greater.
- (b) Notwithstanding B102(a), should the NFB do a Series by repackaging a minimum of thirteen (13) films from its collection and want to use a Host, and where the Host Performer's contracted obligations are met within no more than two (2) eight (8) hour sessions (performed within six (6) months), the minimum fees applicable may be discounted by thirty-five percent (35%) provided that the Host is guaranteed a minimum of thirteen (13) episodes over a period of not more than six (6) months.

B103 Minimum Fees for Off-Camera Performers and Lip Synchronisation in Programs (Per Program)

Categories	Year	Daily Fee	Hourly Fee	Overtime Rate	Included Work Hours
Principal Actor	1	\$372.25	\$66.75	\$99.75	4
	2	\$379.75	\$68.00	\$101.75	4
	3	\$387.25	\$69.25	\$103.75	4
Actor, etc.	1	\$251.00	\$44.75	\$67.25	4
	2	\$256.00	\$45.75	\$68.50	4
	3	\$261.00	\$46.75	\$69.75	4

For the purpose of this clause, *Principal Actor* shall include all categories noted under B101 (1.) and (2.); *Actor* shall include all categories noted under B101 (3.).

The Fees and Rates in B102 are based on Four (4) Hours of Included Work Time. When work is continued beyond the designated Four (4) hours included work time on a single program on a day, the fifth (5th), sixth (6th), seventh (7th) and eighth (8th) hours of work shall be paid at the hourly rate specified above. Work, if required, beyond the eighth (8th) hour of work shall be paid at the overtime rate specified above per hour. (Note: dubbing of animated programs is covered by *Part D*).

B104 Minimum Fees for Off-Camera Narrators and Commentators in Programs (Per Program) For purposes of payment to Off-camera Narrators and Commentators, the Program shall be divided into ten (10) minute segments.

Payment shall be based on the number of such segments in which the Performer appears and shall be a minimum of the following:

- a. **Fees:** *(based on One (1) hour included work time)*

First (1st) segment -	\$248.50 / \$253.50 / \$258.50 per Performer
Second (2nd) segment -	\$202.00 / \$206.00 / \$210.00 per Performer
Third (3rd) segment -	\$100.00 / \$102.00 / \$104.00 per Performer
Fourth (4th) and subsequent segments -	\$69.50 / \$71.00 / \$72.50 per Performer

- b. **Additional Work Time** Any time worked in excess of the included work time provided above per segment shall be paid at the rate of \$66.75 /\$68.00/ \$69.25 per hour per Performer.

- c. **Discounts** Where the performance involves two (2) Programs in one session, a twenty percent (20%) discount applies; and if there are three (3) or more Programs in one session, a thirty percent (30%) discount applies.

ARTICLE B2 - DISCOUNTS

- B201 **Weekly Rate** The weekly rate is applicable when no less than five (5) consecutive days of work out of seven (7) consecutive days are guaranteed in the Performer's written contract.
- B202 **Series Rates for Off-camera Performance** Where an Off-Camera Performer is guaranteed a minimum of thirteen (13) or more Episodes in:
- (a) a "live-action" Series to be produced within a period of six (6) months (for each thirteen (13) Programs), the daily work fee payable may be discounted by thirty-five percent (35%) in recognition of this guarantee. Weekly fees shall not be adjusted.

 - (b) Animated Series to be produced within six (6) months, (for each thirteen episodes) and where the Performer's contracted obligations are met within no more than two (2) eight (8) hour sessions, the minimum fees payable may be discounted by thirty-five percent (35%).
- B203 **No Pyramiding** Whenever one of the above rates are applied, there shall not be a pyramiding of such rates. Only one of the above rates may be applied to any engagement of a Performer.
- B204 **Adjustment if Work Cancelled** If any adjusted rate has been applied to a Performer's fee in accordance with the provisions provided herein and work is cancelled which causes a failure to meet the requirements of weekly, multiple Program or Series rates provisions, the Performer concerned shall be paid the contracted daily fee for the days of work for which the Performer is contracted.

ARTICLES B3 - B6 - USE RIGHTS & FEES FOR ALL PROGRAMS

Preamble

The parties recognize the major cultural and historical value which the NFB collection has for Canadians. To promote access to this important part of our national film heritage, the parties agree to the following conditions: Notwithstanding provisions in prior agreements between ACTRA, or its predecessors, and the NFB, if the NFB wishes to acquire additional rights for a recording it produced prior to April 1, 1980, it may do so in accordance with the conditions set forth herein. If the NFB acquired rights for a minimum term of five (5) years at the time of production, it is deemed to meet the conditions stipulated in clause B402 a. or B501 a.

If the NFB wishes to distribute the film on Free Television, the NFB will pay to the eligible Performers 3.6% of the NFB Gross Revenues. For other residual markets, the percentage will then be 5.6%. When sending a payment to a Performer under this clause, the NFB will inform the Performer of the present clause.

ARTICLE B3 - DECLARED USE

B301 Upon payment of the minimum fees, the NFB is entitled to world wide Non-Theatrical Use and one of the following *Declared Uses* of the Program. At the time of contracting of Performers, the Producer must declare the intended Use of the Program.

- | | |
|--|--|
| 1. <i>Theatrical</i> | Worldwide Theatrical use for period of copyright of the Program. |
| 2. <i>Free Television</i> | One (1) Domestic Run in Canada. |
| 3. <i>Pay-Television</i> | Three (3) years use in Canada |
| 4. <i>Compact Devices</i> | Two (2) years use in Canada |
| 5. <i>Educational Television Program</i> | Three (3) years use in Canada |

B302 Should the NFB 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 Production until ACTRA and the NFB have negotiated mutually acceptable terms and conditions to apply to such form of use and any dispute hereunder will be referred to final and binding Arbitration in accordance with Art.A10.

ARTICLE B4 - USE RIGHTS FOR DOCUMENTARY AND ANIMATION PROGRAMS

B401 a) **Distribution Rights**

Upon payment of the minimum fee, the NFB is entitled to world-wide Non-Theatrical Use and one of the uses specified in B301.

b) **Rights for Narrators and Commentators**

Upon payment to Narrators and Commentators of fifty percent (50%) of the Performer's total Net Fees, the NFB is entitled to unlimited use of the Program in all

media, throughout the world for a period of five (5) years or one hundred percent (100%) for fifteen (15) years starting from the date of first exploitation release in any Residual Market. As an alternative to article B405 b), the NFB may secure additional blocks of five (5) or fifteen (15) year Use periods provided that such payments are made to Performers prior to the expiry date of the initial five (5) or fifteen (15) year period.

B402 Rights for Performers (except for Narrators and Commentators)

Options: The Producer shall elect one of the two following options at the time of Production, subject to B601.

- a. **Prepayment Option** The Producer may acquire unrestricted Use Rights in all media, throughout the world for a period of Five (5) consecutive years, from the date of first exploitation release in any *Residual Market*, for one hundred percent (100%) of *Net Fees*. The Producer shall declare and specify the prepayment in the individual contract of the Performer. The prepayments must be paid to Performers at the time of Production.
- b. **Advance Option** The Producer may pay, at the time of production, one of the following percentages of *Net Fees* as a *Non-Refundable Advance* against the following Use Fees based on Performer Participation in NFB's *Gross Revenue*:

Option Number	Non-Refundable Advance (% of Net Fees)	Participation in NFB's Gross Revenue
1	100.0%	3.6%
2	75.0%	4.6%
3	50.0%	5.6%
4	25.0%	6.6%

B403 Limitation of Selection of 25% Advance

- a. The only circumstances which will allow a Producer to select option # 4, and therefore make a twenty-five percent (25%) Advance payment under para. B402 b., is if there is only one exclusively Canadian pre-sale in one media, as of the first day of principal photography of the Production, and which pre-sale must include one of the Declared Uses, as defined in para. B301. Unless the Production pre-sale fulfils these conditions the Producer shall not be entitled to exercise option # 4.
- b. A Producer who exercises option # 4 without strictly fulfilling all of the conditions in para. B403 a. shall be liable to pay damages to the ACTRA Performers Rights Society in respect of the Performers affected, based on the difference in the Advance payment calculated at the rate of seventy five percent (75%) (option # 2), less the Advance payment actually made, and the Performers concerned shall continue to be entitled to participate in NFB's Gross Revenue derived from the Production at the rate provided in option # 4, i.e. 6.6%.

B404 Selection of Use Payment Option

The election made by the Producer under Art. B402 shall be the same for each Performer engaged on the Production. The Producer shall **either** elect to prepay all performers as set out in Art. B402 a., **or** elect one of the Advance payment options as set out in Art. B402 b. For clarity, if a Producer elects to prepay Performers as set out in Art. B402 a., all Performers engaged in respect of the Production shall be entitled to receive the same percentage of fees as a Prepayment. On the other hand, if a Producer elects to make Advance payments as set out in Art. B402 b., the Producer must select the same percentage of the Advance and thus provide for the identical rate of participation in the NFB's Gross Revenue for each Performer on the Production.

B405 Participation in Gross - Prepayment

a) Performers (except Narrators and Commentators)

After the Producer has exercised the option of making the Prepayments as set out and in conformity with Article B402 a., the Performers shall be paid Use Fees in the aggregate, in an amount of 3.6 % of the *NFB's Gross Revenue*, except that revenues earned by the Production within the first five (5) year period of prepaid use shall not entitle the Performer to receive any such payments on such revenues, i.e. revenues attributed to uses within the initial five (5) year period, shall not form part of the NFB's Gross Revenue for the purposes of calculating Additional Use Fees.

b) Narrators and Commentators

After the Producer has exercised the option of making the Prepayment as set out and in conformity with Article B401 b., the Performers shall be paid Use Fees in the aggregate, in an amount of 3.6% of the NFB's Gross Revenue, except that revenues earned by the Production within the first five (5) year or fifteen (15) year period of prepaid use shall not entitle the Performer to receive any such payments on such revenues, i.e. Revenues attributed to uses within the initial five (5) year or fifteen (15) year period, shall not form part of the NFB's Gross Revenue for the purposes of calculating Additional Use Fees.

B406 Participation in Gross - Advance

After the Producer has elected to make Advance Payments as set out in B402 b., Performers shall be paid, as Use Fees, an aggregate amount equal to the applicable percentage of *NFB's Gross Revenue*, provided that no amounts shall be paid until such time as the Aggregate Advance is recouped from the *NFB's Gross Revenue*.

B407 Limit on Individual Advance

The parties acknowledge that the maximum amount of an individual Performer's Advance shall be fifty percent (50%) of the Gross Fees payable to such Performer in respect of the Production.

B408 **Calculation of Aggregate Advance**

For purposes of calculating additional Use Fees, the Aggregate Advance shall be the total of all the Advance payments paid to Performers on a Production, with the following cap or limitation: No Performer shall be credited with an Advance payment greater than the amount equal to the number of days of principal photography multiplied by twenty (20) times the minimum daily fee for a Principal Actor as set out in Art. B101.

B409 **Payment of Use Fees**

Additional Use Fees shall be payable to the ACTRA PRS and shall be distributed to Performers pursuant to the provisions of Art. B412. Although the individual Advance payments in excess of the limitations specified in Art. B407 and B408 payable to individual Performers may not be credited to the Aggregate Advance, the ACTRA PRS shall have the right to take into account such excess Advance payment to an individual Performer when determining the allocation that will be made to the said Performer under Art. B412.

B410 ***NFB's Gross Revenue*** shall mean a sum of all moneys including pre-sales and distribution advances received by the NFB derived in any manner whatsoever through the distribution of the Production in all Residual Markets, including through the sale, license or other like means of distribution of the Production and shall be calculated before or simultaneously with any other gross participants from first dollar, without deductions of expenses of any kind. In the case of animated Productions, NFB's Gross Revenue shall include only revenues from licenses of the English language version of the Productions. For greater certainty:

1. Moneys derived through the exploitation of ancillary, allied and underlying rights and like rights, such as merchandising, novelization and sequel rights, shall not be included in NFB's Gross Revenue
2. The NFB will make a reasonable allocation of revenues for the purposes of determining which portion thereof is attributable to the Declared Use and/or prepayment and which portion thereof is attributable to the Gross NFB's Revenue upon which Use Payments are based, subject to the right of ACTRA to refer any difference to Arbitration under Art. A10.
3. **Packaging** It is acknowledged by the parties that distributors may seek to diversify their risks by packaging more successful and less successful Productions. Where productions are packaged together for the purposes of distribution, the parties shall attempt to allocate the revenue attributable to each individual Production, subject to the right of ACTRA to refer any difference to Arbitration under Art.A10.

B411 **Reporting and Payment Procedure**

1. The Producer shall make and deliver to ACTRA reports setting forth the amount of NFB's Gross Revenues in respect of the Production, derived in the applicable accounting period, semi-annually for the first two years and annually thereafter.

The reports will be accompanied by the aggregate Use Payments payable to Performers and an outline of the method of calculation of the said payment.

2. The Producer shall be deemed to hold the aggregate Use Payments in trust for the Performers, from the time that Gross Revenues are recognized, until the disbursement of same to the PRS on the due date, i.e. the date that each report is due. In the enforcement of this Article, ACTRA, subject to its rights as a creditor, shall agree to not hold any NFB employee liable in negligence, provided the said employee acts in a *bona fide* fashion. The NFB's Gross Revenues shall be recognized when a contract for the sale or conveyance of any rights in a Production is made, but Use payments shall only be payable when the reports are due under Art. B411.1
3. Payments shall be made to the *ACTRA Performers Rights Society*, a corporation without share capital, (the "PRS") in trust for the Performers concerned. The PRS shall be entitled to make a claim of interest on payments received after the due date as provided herein, i.e. the date the reports are due to be filed at the rate of the Prime rate, as of the due date, plus three percent (3%), calculated monthly, which claim shall be enforceable under the terms of this Agreement.

B412 Distribution of Payments Such payments shall be distributed to Performers through the *ACTRA Performers Rights Society's National Office* on the following basis:

- a. 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.

Performers shall receive units according to the gross fee paid to that Performer for the production of the Program to a maximum of twenty (20) units per Performer.
- b. 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 he has accumulated and the dollar value calculated in the preceding sentence.

B413 Fair Market Value The Producer 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 barter, or exchange, or other means for which no charge is made or a nominal fee is charged, or as part of a package of Programs. The Use Fees payable to Performers shall be based on such agreed fair market value or as determined under the terms of Art. A 10.

B414 Right of Audit The Producer agrees that, for the purposes of verifying the propriety of payments made under this Agreement, ACTRA or the ACTRA PRS, shall have full access to and shall be entitled to examine and audit at annual intervals, or more frequently if warranted by the circumstances as determined by ACTRA or the ACTRA PRS in its sole discretion, at the normal place of business and normal business hours, all books, records, accounts, receipts, disbursements and any other relevant documents related to the Production and its distribution.

B415 **PRS Administration Charge** In addition to the charges provided for in Art. A37, where the PRS receives and is required to distribute moneys to Performers under Part B of this Agreement, the NFB shall pay to the *ACTRA Performers Rights Society* an administration charge of one percent (1%) of the total amount to be distributed

B416 **Assumption Agreement**

1. If the Producer, its or her successors and assigns, licenses, sells, disposes or otherwise conveys a Production or any distribution rights in a Production produced under this Agreement, the Producer shall use its best efforts to obtain a Distributor's Assumption Agreement. In respect of any outright valid sale or conveyance hereunder, (i.e. a disposition, the terms of which, do not include a requirement to report revenue to a Producer) a Distributor's Assumption Agreement is a condition precedent to said sale or conveyance.. The said Agreement shall be in the form attached as *Appendix 6*.
2. Upon seeking the approval of ACTRA to a sale, disposition or conveyance, the Producer shall also provide to ACTRA such information and material pertaining to the Distributor, as ACTRA may reasonably require, including but not limited to, the financial status, the individual principals and directors of the Distributor, and the conditions of the Agreement of Purchase and Sale.
3. The Producer shall not be relieved of any of its obligations for payments due under this Agreement, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (the Distributor) assumes the obligations for such payments by a Distributor's Assumption Agreement in the form contained in *Appendix 6*, and ACTRA approves the assumption in writing. ACTRA's approval shall not be unreasonably withheld.

ARTICLE B5- USE RIGHTS FOR ALL PROGRAMS (EXCEPT DOCUMENTARY AND ANIMATION PROGRAMS)

B501 **Options:** The Producer shall elect one of the two following options at the time of Production, subject to Art. B601:

- a. **Prepayment Option** The Producer may acquire unrestricted Use Rights in all media, throughout the world for a period of Four (4) consecutive years, from the date of first exploitation release in any *Residual Market*, for one hundred and thirty percent (130%) of *Net Fees* for Theatrical Productions and one hundred and five percent (105%) of *Net Fees* for Television and Other Productions. The Producer shall declare and specify the prepayment in the individual contract of the Performer. The prepayments must be paid to Performers at the time of Production.
- b. **Advance Option** The Producer may pay, at the time of production, one of the following percentages of *Net Fees* as a *Non-Refundable Advance* against the following Use Fees based on Performer Participation in *Distributors' Gross Revenue*:

Option Number	Non-Refundable Advance (% of Net Fees)	Participation in Distributors' Gross Revenue
1	100.0%	3.6%
2	75.0%	4.6%
3	50.0%	5.6%
4	25.0%	6.6%

B502 Limitation of Selection of 25% Advance

- a. The only circumstances which will allow a Producer to select option # 4, and therefore make a 25% Advance payment under para. B501 b., is if there is only one exclusively Canadian pre-sale in one media, as of the first day of principal photography of the Production, and which pre-sale must include one of the Declared Uses, as defined in para. B301. Unless the Production pre-sale fulfils these conditions the Producer shall not be entitled to exercise option # 4.
- b. A Producer who exercises option # 4 without strictly fulfilling all of the conditions in para. B502 a. shall be liable to pay damages to the ACTRA Performers Rights Society in respect of the Performers affected, based on the difference in the Advance payment calculated at the rate of seventy five percent (75%) (option # 2), less the Advance payment actually made, and the Performers concerned shall continue to be entitled to participate in Distributors' Gross Revenue derived from the Production at the rate provided in option # 4, i.e. 6.6%.

B503 Selection of Use Payment Option

The election made by the Producer under Art. B501 shall be the same for each Performer engaged on the Production. The Producer shall **either** elect to prepay all performers as set out in Art. B501 a., **or** elect one of the Advance payment options as set out in Art. B501 b. For clarity, if a Producer elects to prepay Performers as set out in Art. B501 a., all Performers engaged in respect of the Production shall be entitled to receive the same percentage of fees as a Prepayment. On the other hand, if a Producer elects to make Advance payments as set out in Art. B501 b., the Producer must select the same percentage of the Advance and thus provide for the identical rate of participation in the Distributor's Gross Revenue for each Performer on the Production.

B504 Participation in Gross - Prepayment

After the Producer has exercised the option of making the Prepayments as set out and in conformity with Article B501 a., the Performers shall be paid Use Fees in the aggregate, in an amount of 3.6 % of the *Distributors' Gross Revenue*, except that revenues earned by the Production within the first four (4) year period of prepaid use shall not entitle the Performer to receive any such payments on such revenues, i.e. revenues attributed to uses within the initial four (4) year period, shall not form part of the Distributors' Gross Revenue for the purposes of calculating Additional Use Fees.

B505 Participation in Gross - Advance

After the Producer has elected to make Advance Payments as set out in B501 b., Performers shall be paid, as Use Fees, an aggregate amount equal to the applicable percentage of *Distributors' Gross Revenue*, provided that no amounts shall be paid until such time as the Aggregate Advance is recouped from the *Distributor's Gross Revenue*.

B506 Limit on Individual Advance

The parties acknowledge that the maximum amount of an individual Performer's Advance shall be fifty percent (50%) of the Gross Fees payable to such Performer in respect of the Production.

B507 Calculation of Aggregate Advance

For purposes of calculating additional Use Fees, the Aggregate Advance shall be the total of all the Advance payments paid to Performers on a Production, with the following cap or limitation: No Performer shall be credited with an Advance payment greater than the amount equal to the number of days of principal photography multiplied by twenty (20) times the minimum daily fee for a Principal Actor as set out in Art. B101.

B508 Payment of Use Fees

Additional Use Fees shall be payable to the ACTRA PRS and shall be distributed to Performers pursuant to the provisions of Art. B412. Although the individual Advance payments in excess of the limitations specified in Art. B506 and B507 payable to individual Performers may not be credited to the Aggregate Advance, the ACTRA PRS shall have the right to take into account such excess Advance payment to an individual Performer when determining the allocation that will be made to the said Performer under Art. B412.

B509 *Distributors' Gross Revenue* shall mean a sum of all moneys derived in any manner whatsoever through the distribution of the Production, including through the sale, license or other like means of distribution of the Production and shall be calculated before or simultaneously with any other gross participants from first dollar, without deductions of expenses of any kind. In the case of animated Productions, Distributors' Gross Revenue shall include only revenues from licenses of the English language version of the Productions. For greater certainty:

1. Moneys derived through the exploitation of ancillary, allied and underlying rights and like rights, such as merchandising, novelization and sequel rights, shall not be included in Distributor's Gross Revenue
2. Distributor's Gross Revenues shall also mean all moneys received by those Distributors with which the Producer has entered into a Distribution Agreement (the *Head Distributor*) in respect of the Production. The Distributor's Gross Revenues shall also include all moneys received by sub-distributors which:
 1. are related to or which do not have an arm's length relationship with, the Producer or the Head Distributor, or,

2. have an obligation to report and remit Revenue directly to the Producer or Head Distributor.
3. Pre-sale revenues shall be included in Distributor's Gross Revenue. A pre-sale means the grant of a license or rights to utilise a Production, prior to Production, to an end user, for consideration. The amount of verified distribution Advances, i.e. payments received by a Producer from a Distributor, shall not be included in Distributor's Gross Revenue for the purpose of triggering the payment of Use Fees to Performers, however, a Distributor shall not be entitled to deduct the amount of the Advance from the amount of the Distributor's Gross Revenues, for the purpose of the calculation of Use Payments.
4. Notwithstanding the foregoing, Distributor's Gross Revenue derived from the sale or rental of Compact Devices shall be deemed to be equal to 20% of the wholesale selling price of such Compact Devices provided that in the event that the wholesale selling price is at or less than the typical sell-through price to wholesalers (currently \$30. per unit), the deemed Distributors' Gross shall be 10%.
5. The Producer will make a reasonable allocation of revenues for the purposes of determining which portion thereof is attributable to the Declared Use and/or prepayment and which portion thereof is attributable to the Gross Distributor's Revenue upon which Use Payments are based, subject to the right of ACTRA to refer any difference to Arbitration under Art.A10.
6. **Packaging** It is acknowledged by the parties that distributors may seek to diversify their risks by packaging more successful and less successful Productions. Where productions are packaged together for the purposes of distribution, the parties shall attempt to allocate the revenue attributable to each individual Production, subject to the right of ACTRA to refer any difference to Arbitration under Art.A10.
7. **Official Treaty Co-productions**
 1. While Distributor's Gross Revenue includes revenue from all sources on a world wide basis, in respect of Official Treaty Co-productions certified by Telefilm or by any successor organisation, the Distributor's Gross Revenue shall be:
 1. all those revenues derived from the distribution of the Official Treaty Co-production in those territories to which the Canadian Co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the foreign co-producer ;
 2. a proportion of those revenues derived from the distribution of the Official Treaty Co-production in those territories in which the Canadian Co-producer is entitled to distribution revenues on some shared basis with its foreign co-producer equal to that proportion of revenues agreed by the co-producers to be paid to the Canadian Co-producer from such territories (the *Canadian Share*). The Canadian Share shall be no less than the percentage of the total

amount of the production budget financing derived, directly or indirectly, from any Canadian source(s).

2. Prior to production, the Producer shall disclose to ACTRA that the Production is an Official Treaty Co-production and will provide the following information to ACTRA:
 - (1) the name and legal status of the Co-producers;
 - (2) the details of the agreement between or among the Co-producers in respect of the manner in which the revenues from the Official Treaty Co-production will be divided between (or among) them, including details of territories to which either Co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the other, and any material amendments to the agreement in such respect.

B510 Clauses (B411 - B412 - B413 - B414 - B415) related to Reporting and Payment Procedure, Distribution of Payments, Fair Market Value, Right to Audit and PRS Administration Charge also apply to this section.

ARTICLE B6 - RESIDUAL PAYMENTS

B601 When a Program is exploited in a market other than the market provided for in the *Declared Use* and the Producer has elected to not adopt the Use Payment system in B4 or B5, Performers shall be paid the following minimum Use Fees based upon the following percentages of *Net Fees* earned during the production of the Program. Use Fees to Performers shall be paid within thirty (30) days of the date of such Use.

B602 **Theatrical Use** When a Program produced with a Declared Use of Free Television, Pay Television, Cable Television, Compact Devices or Educational Television is distributed for Theatrical Use, the Producer shall pay to Performers the following percentages of the Performer's Net Fees for unlimited Theatrical Use:

- | | | |
|-----|---|-----|
| i. | Programs sixty (60) minutes or less in length | 15% |
| ii. | Programs exceeding sixty (60) minutes in length | 35% |

B603 Free Television

1. Use in Canada

- | | | |
|----|--|------------------------|
| 1. | Each Domestic Run | 30% |
| 2. | Each use on a single television station: | Toronto / Hamilton 20% |
| | | Each other station 10% |

When payment to the Performer for use has reached thirty percent (30%) of the Performer's Net Fees provided in 1.1. above, the Producer shall be entitled to authorise broadcast of the Program one time on one television station in each market in Canada in which the Program has not been so used.

2. Use in the United States:	Network	Syndicated Network	Non-Commercial
First	35%	25%	25%
Second	30%	20%	20%
Third	25%	15%	15%
Fourth	25%	15%	15%
Fifth and subsequent	10%	10%	10%

3. **World Market:**

Each use in any country except Canada, United States,

Great Britain and West Germany 10%

Each use in Great Britain 5%

Each use in West Germany 4%

Each use in any single country, except Canada, U.S.,
Great Britain and West Germany 2%

B604 Pay-Television

1. Use in Canada: Each three (3) months in Canada 10% or 25% for twelve (12) months use in Canada;
2. Use in the U.S.: Each three (3) months use in the U.S. 15% or 30% for twelve (12) months use in the U.S.
3. Use in the Foreign Markets: Each three (3) months use in Foreign Markets 15% or 30% for twelve (12) months use.

B605 Cable TV

1. Use in Canada each one year of use 10%
2. Use in U.S. each one year of use 15%
3. Use in the Foreign Markets: each year of use in Foreign Markets - 15%

B606 Compact Devices

1. Use in Canada each one year of use 10%
2. Use in U.S. each one year of use 15%
3. Use in the Foreign Markets: each year of use in Foreign Markets - 15%

B607 Educational Television Program

1. Use in Canada each one year of use 10%

2. Use in U.S. each one year of use 15%
3. Use in the Foreign Markets: each year of use in Foreign Markets - 15%

SECTION C

MINIMUM FEES AND CONDITIONS FOR BACKGROUND PERFORMERS

ARTICLE C1 - MINIMUM DAILY & WEEKLY FEES FOR QUALIFIED BACKGROUND PERFORMERS IN PROGRAMS (Per Program)

C101

Category	Year	Daily Fee	Hourly Rate	Overtime Rate	Weekly Rate	Included Work Hours
Stand In	1	\$160.25	\$20.00	\$30.25	\$720.25	8.0
	2	\$163.50	\$20.50	\$30.75	\$734.75	8.0
	3	\$166.75	\$21.00	\$31.25	\$749.50	8.0
Photo-Double	1	\$119.75	\$20.00	\$30.25	n/a	8.0
	2	\$122.25	\$20.50	\$30.75	n/a	8.0
	3	\$124.75	\$21.00	\$31.25	n/a	8.0
Special-Skill	1	\$160.25	\$26.75	\$40.25	n/a	8.0
	2	\$163.50	\$27.25	\$41.00	n/a	8.0
	3	\$166.75	\$27.75	\$41.75	n/a	8.0
Background Performer	1	\$119.75	\$20.00	\$30.25	n/a	8.0
	2	\$122.25	\$20.50	\$30.75	n/a	8.0
	3	\$124.75	\$21.00	\$31.25	n/a	8.0

C102 Except where the provisions of Section A specifically provides otherwise, the general provisions of Section A shall apply to Background Performers.

ARTICLE C2 - QUALIFIED BACKGROUND PERFORMERS

C201 Definitions

1. *Background Performer* means any Performer other than a Principal Actor or an Actor who is:
 1. not required to give individual characterisation;
 2. not required to speak or sing any word or Line of Dialogue;
 3. not required to perform as a *Special Skill Background Performer* as described in C201(4);
 4. engaged to perform, either alone or as a member of a team or group, special silent businesses requiring a level of proficiency or other physical skill within the competence of the average person, even if required to perform in dress clothes or costumes.

2. *Photographic Double* means a Performer doubling photographically for a member of the cast during on-camera long shots and other scenes in which the photographic double is not recognisable.
3. *Stand-In* means a Performer engaged to replace physically another Performer during a set-up period.
4. *Special Skill Background Performer* means a Background Performer engaged to perform, either alone or as a member of a team or group, special silent businesses with a level of physical proficiency or other physical skills superior to that of the average person, provided that such level of proficiency or other physical skills shall be deemed to exclude stunt work as provided for in A26. Examples of such special silent businesses are:
 1. water skiing, diving, skin or scuba diving;
 2. driving a marine vessel or a commercial motor vehicle, or any motor
 3. any sport such as, but not limited to, baseball, football, skiing, hockey, soccer, and horseback riding.
5. *Qualified Background Performer* means a Member or a Qualified Permittee.
6. *Qualified Permittee* means a person granted a work permit who performs the work of a Background Performer, Photographic Double, or Special Skill Background Performer.
7. Unrehearsed crowd noises and singing and/or recital of certain commonly known verses in crowd scenes when no music or words have been supplied and when such crowd noises, singing and/or recital has not been rehearsed as a directed entity shall not be deemed dialogue and shall not be individually directed. No Background Performer shall be required to perform choreographed dances.

C202 **Conflict of Interest** The Producer shall, as a condition precedent to hiring a casting director, or other person responsible for hiring Background Performers, require the said casting director, or person to execute a Statutory Declaration (in the form attached as *Appendix 9*) containing the said clauses, and shall prior to the commencement of principal photography, deliver a executed copy of the said Declaration to ACTRA:

I, or any one in my employ,

1. do not act as an agent for performers;
2. do not and shall not act so as to require performers to join a specific agency,
3. do not directly or indirectly own or operate a talent agency,
4. do not receive any money from any talent agency for using Background Performers represented by such agency,
5. will not give any personal information relating to any Background Performer to any talent agency, except for the agency which represents such Performer,
6. will not be eligible to work on a ACTRA Background Performer voucher.

ARTICLE C3 - QUALIFICATION OF BACKGROUND PERFORMERS

C301 Preference of Engagement Subject to Articles C501 and C502, prior to offering Background Performers engagements to non-members of ACTRA, the Producer shall:

1. inform ACTRA of the requirements for Background Performers, at the same time as giving notice of such requirements to the casting director;
2. offer engagement to members of ACTRA who are suitable for the engagement and who indicate that they are prepared to accept such engagement;
3. direct persons responsible for selecting Background Performers on each Production to adhere to the foregoing undertaking.

C302 Filing Work Reports The NFB shall file on a daily basis with the Local ACTRA Office (or provide to the ACTRA steward) a Performer work report (*Appendix 2*) with the name of each qualified Background Performer, together with the Production title and date of work of each Background Performer.

C303 Qualified Permittees shall be permitted to work with ACTRA members upon the payment of a work permit fee to ACTRA of \$7.50 (or \$12.50 for Production locations within 120 km. of ACTRA office in Toronto) per Qualified Permittee for each day such person is engaged.

C304 Stand-In and Continuity Background Performer Only ACTRA members shall be engaged in the categories of Stand-in or continuity Background Performer except in the following circumstances:

1. Minors;
2. where ACTRA members who are suitable for the engagement are unavailable;
3. where unique characteristics are required;
4. where Background Performers are working for more than one day pursuant to C5;
5. where Continuity Background Performers are engaged exclusively for work in a location as described in C305.

C305 Location Shoots The terms and conditions of this Agreement shall not apply to the engagement of Background Performers, who are not members of ACTRA, at Production locations eighty (80) kilometres or more from the nearest ACTRA office in all cities where ACTRA branches are located (120 km. in the case of Toronto). ACTRA members, who reside within the vicinity of the location of shoot shall receive preference of engagement from the NFB.

ARTICLE C4 - CONDITIONS OF ENGAGEMENT (Qualified Background Performers)

C401 Booking and Upgrades

1. Upon Booking, Background Performers shall be given specific notice of wardrobe requirements, date, time and place of production and category of Background Performer work.
2. Background Performers will be provided with time of call and location prior to twelve (12) hours of the call time, subject to unexpected occurrences which can be verified;
3. With respect to upgrades, additional work time and additional work days, etc., ACTRA members shall be given a preference, except for the purposes of continuity in a scene or specific characteristic requirements.

C402 Voucher Requirement The NFB shall not require the Background Performer to commence work without a completed ACTRA Background Performer voucher designating the category of work. (*Appendix 8*)

C403 Wardrobe Call Background Performers, required by the NFB to attend specifically for the purpose of choosing and/or fitting wardrobe and/or wigs, shall be paid for all time spent on each occasion at the Background Performer's hourly rate with a two (2) hour minimum for each such call, if such time is not otherwise being credited and paid for at the applicable rates. Where Performers are required to provide two (2) or more changes of wardrobe for a "go see" this shall be considered a paid wardrobe call and the Performer will be so paid, whether or not they are engaged.

C404 Minimum Call The minimum call for Background Performers and Special Skill Background Performers and Photographic Doubles and Stand-ins is eight (8) hours. There may be one (1) unpaid meal break during the eight (8) hour call, such break to occur not earlier than one (1) hour following the commencement of work. Work in excess of eight (8) hours shall be payable at the appropriate overtime rate.

C405 Working in Higher Category If any Background Performer is upgraded to Special Skill Background Performer in the course of a work day, then the higher rates shall prevail for that entire work day. If the Background Performer is called back for the next day and the Producer intends that s/he shall revert back to the original rate of engagement, the Background Performer shall be notified at the time of the call-back.

C406 Adjustment to a Higher Category Any adjustment to a higher category and rate shall be noted on the Background Performer voucher, at the time, and initialled by the NFB designated representative. (*Appendix 8*)

C407 Wardrobe

1. When a Background Performer is required to provide more than one (1) change of clothing in the same session, the Background Performer shall be compensated at the rate of five dollars (\$5.00) per change;

2. Formal or specialty wardrobe (i.e. tuxedos, formal gowns, clown uniforms etc.) shall be compensated at the rate of twenty-five dollars (\$25.00) per change per week;
3. Where the Performer is wearing their own personal wardrobe and has not been required to change, there shall be no time deducted for wardrobe.

C408 Provision of Automobile When a Background Performer is required to provide an automobile or other form of vehicular transportation for the use on camera by the Production, the Background Performer shall receive additional compensation of not less than twenty-five dollars (\$25.00) per day.

C409 Cast and Crew Meals The NFB shall provide the same cast and crew meals and substantial snacks to all Background Performers who are ACTRA members, including Apprentice members.

C410 Inclement Weather No Background Performer will be required to be exposed to inclemency or extremes of weather for unreasonably long periods of time. During intemperate or inclement weather, Background Performers will be allowed a rest period of not less than ten (10) minutes per hour, when they will be able to seek shelter from the elements, provided that completion of the shot shall not be considered a breach of this Article.

ARTICLE C5 - NON-QUALIFIED BACKGROUND PERFORMERS

C501 Subject to Clause C301, the NFB is only required to engage the following number of Background Performers under the rates herein provided:

- 1) Twenty-five (25) ACTRA members for any Production in Toronto;
- 2) Fifteen (15) ACTRA members for any Production in Montreal or Vancouver; or
- 3) Ten (10) ACTRA members for any Production outside Toronto, Montreal or Vancouver

to work on a Production on the same day, the NFB may hire any additional number of persons to perform work normally performed by ACTRA members (subject to Clause C304) on that day. The minimum shall exclude Stand-ins and Photo Doubles.

C502 The NFB will pay the required permit fee for all Qualified Permittees hired up to the required limits set in Articles C501. There will be no permit fee required for the additional non-Qualified Background Performers, and they will be paid at a rate to be negotiated between the NFB and such non-Qualified Background Performers.

ARTICLE C6 - BACKGROUND PERFORMER LIST

C601 Upon request, ACTRA will provide the NFB with a copy of an up-to-date list of members of ACTRA who have indicated their willingness to accept Background Performer engagements.

SECTION D

MINIMUM FEES AND CONDITIONS OF ENGAGEMENT OF ANIMATION

PERFORMERS

ARTICLE D1 - MINIMUM FEES AND CONDITIONS OF ENGAGEMENT OF ANIMATION PERFORMERS

D101 Unless Animation Performers are excepted from the general provisions of Section A, or unless more specific provisions are set out in this Section, the general provisions of Section A shall apply to Animation Performers.

D102 Session shall be the equivalent of a Work Day with a minimum call as provided in this Section.

D103 **Minimum Fees for Animation Performers**
(Per production of more than 10 minutes running time)

Categories	Year	Daily Fee	Hourly Fee	Overtime Rate	Included Work Hours
Principal Actor	1	\$372.25	\$66.75	\$99.75	4
	2	\$379.75	\$68.00	\$101.75	4
	3	\$387.25	\$69.25	\$103.75	4
Actor, etc.	1	\$251.00	\$44.75	\$67.25	4
	2	\$256.00	\$45.75	\$68.50	4
	3	\$261.00	\$46.75	\$69.75	4

When work is required beyond the included work time, the additional hours up to and including 8 hours of work shall be paid at the hourly rate. Work beyond 8 hours shall be paid at the overtime rate.

*Note : Dubbing of animated productions is governed by the Dubbing Agreement (Appendix 10)

D104 **Initial Session Allowance** The initial recording session of an animated Series or animated pilot shall include 8 hours of work at the rate of a regular 4 hour call as provided in D103.

D105 **Minimum Fees for Animation Performers for Short Animated Productions** (Per Production of ten (10) minutes or less running time)

- a. Minimum call : 1 hour paid at \$248.50 / \$253.50 / \$258.50 per Performer per Production
- b. Additional work time : \$67.50 / \$68.75 / \$70.25 per hour per Performer
- c. Where an Animation Performer is engaged to perform in more than one Production in one session, the following discounts apply :

- 2 Productions : 20% discount
- 3 or more Productions : 30% discount

*Note: Dubbing of Animated Productions is governed by the Dubbing Agreement. (Appendix 10)

D106 **Doubling**

- a) Principal Animation Performers may perform one additional role without additional payment beyond the Principal session fee set out in D103 or D105 per Production, provided the additional role shall not exceed ten consecutive words of scripted or unscripted dialogue.
- b) Subject to a) above, Animation Performers engaged to perform more than one role in a Production shall be paid 50% of the rate of the category of the additional role, for each such additional role. For example, a Principal Animation Performer engaged to perform 2 additional roles, one of a Principal and one of an Actor shall receive 50% of the Principal rate and 50% of the Actor rate for such roles respectively.
- c) Participation in crowd noises or incidental sounds and words are not considered a performance.

D107 **Bumpers and Generic Promos.** An Animation Performer may perform "bumpers" in the nature of "We'll be right back" or generic promos for the Production or Series, i.e. those which do not identify a particular broadcaster or station, during a regularly scheduled session, for no additional compensation.

A Performer engaged for the sole purpose of making *bumpers and generic promos* shall be paid a session fee of \$372.25 /\$379.75 /\$387.25 for a four (4) hour minimum call. Additional time up to and including eight (8) hours of work shall be paid at the hourly rate. For the purpose of calculating Use Fees, the performance in a bumper session shall be deemed to be the same as an *episode*.

D108 **Promotional Announcers and Non-Generic Promos.** An Animation Performer engaged as a promotional Announcer shall be entitled to a Session fee of \$531.25 /\$542.00 /\$552.75 for a four (4) hour minimum call. Additional work time up to and including 8 hours shall be at a pro rated hourly rate. For the purposes of calculating prepaid uses, the performance in a Session shall be deemed to be the same as an Episode.

D109 **Series Guarantees and Discounts**

Where an Animation Performer is guaranteed:

- i) Thirteen (13) Episodes on one season, a discount of 5% will apply to such services.
- ii) Twenty-six (26) Episodes in one season, a discount of 10% will apply to such services.
- iii) Sixty (60) Episodes in one season, a discount of 15% will apply to such services.

For the purposes of this clause, a season shall not exceed six (6) months from the first recording session to the last session.

D110 **Additional Dialogue Replacement (ADR)** Animation Performers may be recalled for the purposes of correcting or replacing the original performance given in a regular Session

(ADR). The rates for ADR where it occurs in other than a regularly scheduled Session are as follows:

<u>Category</u>	<u>Session Fee</u>	<u>Included Work Time</u>
Principal	\$214.75 / \$219.00 / \$223.50	2 hours
Actor	\$143.75 / \$146.75 / \$149.75	2 hours

Time in excess of the Session Fee shall be at the applicable hourly rate provided in D103 or D105. No use fee payments are applicable to ADR.

D111 **Use Payment Options** Performers working under the provisions of Section D, shall be entitled to Use Fees as provided in Arts. B3 - B6.

SECTION E

DURATION

ARTICLE E1 - DURATION

E101 This Agreement will go into force at the date of the signature and remain in force for a period of three (3) years ending on April 30, 2007.

E102 Either party desiring to renegotiate shall give notice to the other party in writing at least three (3) months immediately preceding the expiring date of the agreement

E103 Until the parties are entitled to legally terminate the terms of this Agreement, the provisions of this Agreement shall remain in full force and effect.

In witness whereof the parties have caused this Agreement to be executed as of the 26th day of April 2004.

NATIONAL FILM BOARD OF CANADA

ACTRA

Members of the bargaining teams :

Linda Smith
Sally Bochner

Stephen Waddell
Kelly Lynne Ashton
Raymond Guardia
Micheline Russo

APPENDIX 1

LETTER OF ADHERENCE FOR COPRODUCER

I, _____, (name of individual - print), on behalf of the Producer, hereby acknowledge receipt of the NFB-ACTRA 2004-2007 Agreement and state that I am authorised to execute this Letter of Adherence to the Agreement on behalf of _____, (the "Producer").

The Producer hereby acknowledges that by executing this Letter of Adherence, the Producer agrees to abide by and conform to all the terms and conditions contained in the 2004-2007 NFB-ACTRA Agreement.

Dated this _____ day of _____, 2004

(Name of Producer) Per: _____

(Signature) (Print or type name of individual)

Address, phone and Fax number of Producer) : _____


Receipt of the above letter of Adherence is hereby confirmed by ACTRA.

Per: _____ Date: _____

APPENDIX 3

(See Article A804)

STANDARD CONTRACT FORM

 NFB - ACTRA CONTRACT AND INVOICE		Contract N° Amendment Oracle PO N°																
PERFORMER / COMPANY		PAYABLE TO																
		ACTRA No. BAND No. SIN COMPANY No. Tel. (res.) Tel. (off.) FAX GST/HST REG. No. Not reg. under GST/HST <input type="checkbox"/>																
PROJECT No.	PO No.	ACCOUNT No.	Activity Code(s)															
		6010																
NATURE OF PRODUCTION																		
FILM TITLE(S)																		
NATURE OF ENGAGEMENT																		
CATEGORY																		
CALL TIME	INCLUDED WORK TIME	NUMBER OF SEGMENTS OR LINES	DATE OF RECORDING															
FEES:			\$															
OVERTIME:			\$															
DISCOUNTED FEES:			\$															
USE RIGHTS (SEE SECTION BELOW):			\$															
PERFORMER GROSS FEES:			\$															
RETIREMENT DEDUCTION: 3.00% of			\$															
GUILD DUES: 2.00% of			\$															
WORK PERMIT DEDUCTION:			\$															
PERFORMER NET FEES:			TOTAL: \$															
FOR ACCOUNTS USE ONLY																		
APPLICABLE DUTY AND TAXES: HST/GST: % of			\$															
OTHER: % of			\$															
PRODUCER CONTRIBUTIONS Total fees & services \$ Retirement & insurance 11.00% \$ Administration fees 1.00% \$			TOTAL CHEQUE AMOUNT: \$ TOTAL:															
(Indicate Declared Use - check one only. See clause B301.) <input type="checkbox"/> Theatrical <input type="checkbox"/> Free Television <input type="checkbox"/> Pay Television <input type="checkbox"/> Compact Devices <input type="checkbox"/> Cable TV <input type="checkbox"/> Educational TV Program <input type="checkbox"/> Other																		
USE RIGHTS																		
<input type="checkbox"/> NARRATOR OR COMMENTATOR IN DOCUMENTARY OR ANIMATION PROGRAM Prepayment Option (B401-a) <input type="checkbox"/> Unlimited use rights in all media for 5 years: 50% of Net Fees OR <input type="checkbox"/> Unlimited use rights in all media for 15 years: 100% of Net Fees		<input type="checkbox"/> NARRATOR OR COMMENTATOR IN THEATRICAL, TV OR OTHER PRODUCTION <input type="checkbox"/> Prepayment Option (B501a) <input type="checkbox"/> Theatrical Production: Unlimited use rights in all media for 4 years: 130% of net fees <input type="checkbox"/> TV and Other Production: Unlimited use rights in all media for 4 years: 105% of net fees OR <input type="checkbox"/> Prepayment Option (B501b) <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="text-align: center;">Non-Refundable Advance % of Net Fees</th> <th style="text-align: center;">Participation in Distributors' Gross Revenue</th> <th style="text-align: center;">Selected Option</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">100%</td> <td style="text-align: center;">3.6%</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">75%</td> <td style="text-align: center;">4.6%</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">50%</td> <td style="text-align: center;">5.6%</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">25%</td> <td style="text-align: center;">6.6%</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>		Non-Refundable Advance % of Net Fees	Participation in Distributors' Gross Revenue	Selected Option	100%	3.6%	<input type="checkbox"/>	75%	4.6%	<input type="checkbox"/>	50%	5.6%	<input type="checkbox"/>	25%	6.6%	<input type="checkbox"/>
Non-Refundable Advance % of Net Fees	Participation in Distributors' Gross Revenue	Selected Option																
100%	3.6%	<input type="checkbox"/>																
75%	4.6%	<input type="checkbox"/>																
50%	5.6%	<input type="checkbox"/>																
25%	6.6%	<input type="checkbox"/>																
Remarks																		
This engagement is subject to the terms and conditions of the NFB - APG Agreement in force at the time of the signing of the contract. I hereby certify that GST/HST received in relation to this invoice will be remitted to Canada Customs and Revenue Agency. This is to certify that services ordered hereby are being purchased by the National Film Board of Canada with crown funds, and are not therefore subject to provincial/territorial sales and consumptions taxes.																		
PERFORMER		PRODUCER																
SIGNATURE	DATE	SIGNATURE	DATE															
7255 (2001-07-01) <input type="checkbox"/> 1- SEND ORIGINAL AND 1 COPY TO ACCOUNTING <input type="checkbox"/> 2- PERFORMER <input type="checkbox"/> 3- APG LOCAL OFFICE <input type="checkbox"/> 4- NFB STUDIO																		

APPENDIX 4

Declaration of Parent in the Engagement of Minors

Please read this form carefully as well as the section of the ACTRA-NFB AGREEMENT setting out the minimum terms and conditions for the engagement of minors in film and TV projects. This agreement is available from ACTRA office and will be provided to you upon request. In addition, if you have any questions they should be directed to the minor's Steward at your local ACTRA office. They are there to assist you.

1. If your child is offered a role in a film or television program, you, as the parent or legal custodian, are required to complete and sign this form and return it to the NFB prior to a contract being entered into engaging your child.
2. You have the ultimate responsibility for the health, education and welfare of your child in making decisions concerning your child with respect to his/her engagement in a role in a film or television project. The better informed you are, the better informed decisions you will make.
3. Firstly, you must be familiar with the requirements of the role your child is being considered for - this usually means reading the script. It may help you to speak to the Producer or Director to get a clear picture of what the role entails.
4. Having familiarised yourself with the requirements of the role, you are required to disclose hereunder any medical history or condition or any attitudinal or psychological condition which you are aware of which might foreseeably interfere with or impact on your child's ability to do what may be required. If you think something might be important but you are not sure, please fill it in.
5. If your child is under ten (10) years of age, you must be present at all times accompanying your child to or from the location and while your child is on the set.
6. If your child is ten (10) years of age or older, it is your right to be present at all times when your child is working. If you cannot attend, you shall appoint a chaperon for your child. It is strongly recommended that this person has your confidence to act in your child's best interests. The appointment shall be in the form of *Appendix 5* and must be completed in triplicate. One copy to be delivered to the NFB, one to ACTRA and you keep the last.
7. As you may not be available at all times, please fill out and return the emergency medical authorisation form attached allowing the NFB to obtain emergency treatment when you cannot be contacted at once.
8. You are also responsible to ensure your child's education is taken care of when your child is working. If your child is required to work during regular school days and this interferes with your child's education, you should consult the school principal or your child's teacher and ask them what tutoring the child may need. The NFB will institute the tutoring plan proposed by the principal or teacher, but is up to you to make sure this is taken care of.

9. Article A2716 of the Agreement provides that after a Minor's total lifetime remuneration reaches five thousand dollars (\$5,000), twenty-five percent (25%) of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the NFB and remitted to the ACTRA Performers Rights Society, which shall hold such monies in trust for the Minor. Your child's engagement is subject to this provision.

Your signature on this form indicates that you have received a copy of the ACTRA-NFB Agreement. Please sign and date this form and deliver it to the NFB as soon as possible.

Date: _____

_____)	_____
)	
)	
Witness)	Signature

APPENDIX 5

(See Articles A2704 and A2708(3))

Chaperon Form & Emergency Medical Authorisation Form

APPOINTMENT OF CHAPERON

To: _____ (Name of Producer)

Re: _____ (Name of Production)

1. I, _____ (Name of Parent/Custodian), am the parent or legal custodian of _____ (Name of Child), who is ten years of age or older.
2. I hereby appoint _____ (Name of Chaperon) to be the *Chaperon* of my child for all times that I am unable to accompany my child to or from the set and remain in attendance while my child is present on the set.
3. I agree to advise you if I will accompany my child instead of the Chaperon any time during the production. I warrant that the Chaperon I have appointed has my full authority and confidence to supervise and care for my child during this production.

Dated at _____, this ____ day of _____, _____.

)	
)	
Witness)	Signature of parent or guardian

CONSENT OF CHAPERON

I, _____ (name of Chaperon), have read and familiarised myself with the provisions of the current ACTRA-NFB Agreement relating to child performers and the script with respect to the role of _____ (name of child). I understand my responsibility is to ensure that the best interests of the child in my care, prevails at all times and I consent to assume this responsibility. I warrant I am at least 18 years of age.

Dated at _____ this ____ day of _____,

)	
)	
Witness)	Signature of Chaperon
		Address: _____

_____/_____
Tel. Number

EMERGENCY MEDICAL AUTHORIZATION FORM

This form is to be completed and signed by the parent of a child Performer ten (10) years of age or older.

I, _____, am the parent of _____ a child Performer engaged under the terms of the ACTRA-NFB Agreement, and I hereby authorise the NFB or his designate to arrange for the provision of medical treatment for my child in the event of an emergency. This authorisation will only be used when I or other parent, of the child is unavailable to provide the consent.

Child Medical Insurance Number :

Dated at _____ this _____ day of _____, 2004

_____)
_____)
Witness _____) _____
Signature of parent or guardian

APPENDIX 6

(See Article B416)

(Please execute on Distributor's Letterhead)

DISTRIBUTOR'S ASSUMPTION AGREEMENT

Whereas _____ (the "Distributor") has acquired from the NFB certain rights in the production entitled _____ (the "Production");

And Whereas the Production was produced pursuant to the ACTRA-NFB Agreement in effect from April 26, 2004 to April 30, 2007.

The parties hereto agree as follows:

1. In consideration of the ACTRA agreeing to the conveyance of the rights described herein in the Production to the Distributor, the Distributor agrees that it, its successors, assigns and related companies that are not dealing at arm's length (collectively the *Distributor*) are bound by all continuing obligations contained in the ACTRA-NFB Agreement to remit Use Fees to the Performers in the Production payable under Section B of the Agreement. The Distributor acknowledges receipt of the Agreement and warrants that all Use Payments that shall become due and payable pursuant to Section B shall be paid under the terms and conditions contained in Section B.

2. The Distributor is distributing or licensing the Production:
 - a. in perpetuity (i.e. for the period of copyright and any renewals thereof), or
 - b. for a limited term of _____ years.
 - c. Territories: (please provide list)
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 - d. Media: (please refer to Art. B3 and provide list)
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____

3. The Distributor acknowledges and agrees that its right to distribute or license the Production, or to in any way exploit the rights in the Production that it is purchasing, shall be subject to and conditioned upon the prompt payment of Use Payments to the ACTRA Performers Rights Society, in respect of the Performers in the Production. It is agreed that ACTRA shall be entitled to pursue all remedies available at law, in the event that such Payments are not made when due in addition to the remedies provided for in Section B.

4. The Distributor acknowledges that in accordance with Art. B411 and B510, the aggregate Use Payments are due on a bi-annual basis for the first two years after the completion of the Production, and annually thereafter, which

payments are to be sent along with the reports showing gross Revenue during the preceding time period. The Distributor shall also make available for inspection by ACTRA, all statements delivered to the Producer or to Government funding agencies or financiers regarding Gross Revenue. Any payments that are received following the due date shall be subject to a claim for interest at the rate of Prime plus 3%, calculated monthly.

5. The Distributor acknowledges its obligation under Art.B411 and B510 that while it is holding the aggregate Gross participation payments, prior to their disbursement, such moneys are deemed to be held in trust for the Performers until disbursement to the ACTRA PRS. In the enforcement of this Article, ACTRA, subject to its rights as a creditor, shall agree to not hold any employee of the NFB (or Distributor) liable in negligence, provided the said employee acts in a *bona fide* fashion.
6. The Distributor acknowledges and agrees that its right to distribute or license the Production or to in any way exploit the rights in the Production that it is purchasing, are subject and subordinate to ACTRA's Security Interest. ACTRA agrees that so long as the Use Payments are remitted in a timely manner, it will not exercise any rights under its Security Agreement which would in any way interfere with the Distributor's rights to distribute or license the Production and receive all revenue therefrom.
7. The Distributor will only be relieved of its obligations to ACTRA upon any sale or other disposition of the Production or any rights in the Production if the party which acquires the Production or any such rights signs an Assumption Agreement in this form with Distributor and ACTRA.
8. ACTRA hereby relieves the NFB of its obligations under the Agreement with respect to the Production.
9. The parties hereto acknowledge that any dispute arising from the interpretation, administration or enforcement of this Agreement and the relevant Articles of Section B of the Agreement shall be submitted to final and binding arbitration under Art. A10.

Dated this _____ day of _____,

Distributor Per: _____ / (print name)

ACTRA Per: _____ / (print name)

NFB Per: _____ / (print name)

APPENDIX 7
(See Article A3604)

(Please execute on Purchaser's Letterhead)

PURCHASER'S ASSUMPTION AGREEMENT

Whereas _____, ("Purchaser") has acquired from the NFB certain rights in the production entitled _____ ("Production");

And whereas the Production was produced pursuant to the ACTRA-NFB Agreement, in effect from April 26, 2004 to April 30, 2007.

The parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the ACTRA-NFB Agreement with respect to the Performers in the Production; and, without limiting the generality of the foregoing, the Purchaser will pay when due all payments required by the Agreement to be paid by the NFB to or for the Performers in respect of the Production.
2. The Purchaser acknowledges and agrees that its right to distribute or license the Production or to in any way exploit the rights in the Production that it is purchasing, are subject and subordinate to ACTRA's Security Interest. ACTRA agrees that so long as all the continuing obligations contained in the Agreement with respect to the Performers in the Production, are remitted in a timely manner, it will not exercise any rights under its Security Agreement which would in any way interfere with the Purchaser's rights to distribute or license the Production and receive revenue therefrom.
3. The Purchaser will be relieved of its obligations to ACTRA upon any sale or other disposition of the Production or any rights in the Production only if the party which acquires the Production or any such rights signs an Assumption Agreement in this form with Purchaser and ACTRA.
4. ACTRA hereby relieves the NFB of its obligations under the Agreement with respect to the Production.

Dated this _____ day of _____, _____.

Purchaser Per: _____

ACTRA Per: _____

NFB Per: _____

APPENDIX 9

(See Article C202)

The NFB shall, as a condition precedent to hiring a casting director or other person responsible for hiring Background Performers, require the said casting director or person to execute a Statutory Declaration in the form as provided below, and deliver same to ACTRA, properly executed and sworn, prior to the commencement of principal photography.

Statutory Declaration for Casting Directors

I, _____, have been hired as a casting director, or in another position in which I am responsible for hiring Background Performers, by the NFB in respect of the Production of _____, (the Production)

I, Solemnly Declare that I, (and all other persons in my employ, if any),

- a. do not act as an agent for performers;
- b. do not and shall not act so as to require performers to join a specific agency,
- c. do not directly or indirectly own or operate a talent agency,
- d. do not receive any money from any talent agency for using Background Performers represented by such agency,
- e. will not give any personal information relating to any Background Performer to any talent agency, except for the agency which represents such Performer,
- f. will not be eligible to work on a ACTRA Background Performer voucher.
- g. I understand that the ACTRA is relying on this Declaration in order to allow me to work as a Casting Director in respect of the above noted Production, and that this Declaration shall survive and not merge upon the completion of the Production.

AND I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath

Affirmed before me at the City of _____)
 _____ in the _____)
 Province of _____)
 on _____, _____)
 _____)
 _____)

A Commissioner for taking Affidavits

APPENDIX 10

THE DUBBING SECTION

1 - RECOGNITION AND APPLICATION

- 101 Unless otherwise specified or modified in this Dubbing Section, the provisions of the ACTRA-NFB Agreement shall apply.
- 102 The Producer recognizes ACTRA as the exclusive bargaining agent of Performers as defined in this Dubbing Section with respect to all minimum terms and conditions provided for by this Dubbing Section. It is further recognized that ACTRA has exclusive jurisdiction over all Dubbed Productions produced in the English language in Quebec and all productions dubbed into languages other than French in the rest of Canada.
- 103 This Dubbing Section sets forth the minimum rates and working conditions under which performers may be engaged in Dubbed Productions produced by any method in the English language in Quebec and all productions dubbed into languages other than French in the rest of Canada.
- 104 The terms of this Dubbing Section are the result of negotiations between representatives of the NFB and ACTRA.
- 105 This Dubbing Section shall be administered jointly by ACTRA and the NFB in all its facets on a principle of equality between ACTRA and the NFB in all matters pertaining to the administration of the Dubbing Section's provisions. Questions regarding interpretation of the meaning of the clauses in this Dubbing Section may be directed to the NFB or to ACTRA. Neither of the parties shall give interpretations binding upon the other without the written agreement of the other.
- 106 This Dubbing Section constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions, whether oral or written, of the parties with respect to Dubbed Productions produced pursuant hereto, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Dubbing Section shall be binding unless executed in writing by the parties to be bound thereby.

2 - PERFORMER DEFINITIONS

- 201 A *Performer* means a person whose voice is recorded off-camera in any manner whatsoever.

3 - DEFINITION OF TERMS

- 301 *Above Minimum Fee* means the fee or fees which a Performer has contracted at rates in excess of the minimum fees and terms provided in this Dubbing Section.
- 302 *ADR* - See Post Synchronisation
- 303 *Audition* means the vocal auditioning of a Performer or a group of Performers for the purpose of determining his, her or their value or suitability for a specified performance.
- 304 *Dubbing* means the voice synchronisation by a Performer off-camera to match a performance of a Performer in an existing Program, which Program was originally produced in a language other than English. For the purposes of clarification an animated program will be considered an existing program only if at least fifty percent (50%) of the program has been animated and the picture is accompanied by a guide track in a language other than English.

In the event of any dispute or confusion as to whether or not the Production qualifies under this section, the representatives of ACTRA and the NFB agree to meet within 48 hours to screen the material and make a determination as to whether or not the material qualifies to be produced under the Dubbing Section.

- 305 *Dubbed Production* means a production which qualifies under this section.
- 306 *Gross Fee* means total compensation paid to a Performer during a Dubbed Production exclusive of moneys paid by the NFB for expenses, such as per diem allowances or travel costs as agreed.
- 307 *Line of Dialogue* means a line of script of fifty (50) key strokes or spaces and includes all dialogue which the Performer is directed to deliver. In addition to the above:
- a. each line of three (3) words and more up to and including fifty (50) key strokes or spaces is considered to be a line;
 - b. in the case of a line of three (3) words or less, each word will be considered to be a residual of a third of a line;
 - c. in the final line count, the remaining residuals of a line will be rounded to the nearest line.
- 308 *Lip Synchronisation* means, for the purposes of this section, the voice synchronisation by a Performer off-camera to match the on-camera performance of another Performer in the original version.
- 309 *Multilingual Dubbed Production* means a program produced predominately in a language or languages other than English, but which may contain original performances delivered in the English language.
- 310 *Post-Synchronization* means, for the purposes of this section, the voice synchronisation by a Performer of his/her voice to his/her own On-camera performance in the original version.
- 311 *Program* means a film, each Episode of a Series or a Single Unit.
- 312 *Reporting time* means the booked hour of commencement of work for a Performer.
- 313 *Role* means the part to be re-voiced by a Performer as an individual characterisation.
- 314 *Series* means a number of Episodes produced as a group to be presented in a regular pattern.

4 - OBLIGATIONS OF PRODUCERS

- 401 **Preference of Engagement** The NFB agrees to give preference of engagement to members of ACTRA.
- It is understood that in the case of performers under the age of 16 years, permits will be issued upon application by the engager showing that all efforts have been made to engage a suitable ACTRA member for the role.
- 402 **Policy of Equal Opportunities**
- The NFB will not discriminate against any Performer because of age, race, sex, creed, colour, sexual orientation or national origin. The Performer agrees that s/he will not discriminate against any NFB Producer or refuse to work for any Producer or with any Performer because of age, race, sex, creed, colour, sexual orientation or national origin.
- 403 **Access to Recording Studio** The NFB shall allow a ACTRA representative access to a recording studio upon reasonable notice to verify compliance with the terms of this Dubbing Section. Any such access shall not interfere with the recording schedule.
- 404 **Dubbed Production Records** The NFB shall maintain adequate records with respect to Performers. Such records shall include the following:
1. Name of Performers engaged and categories of performance.
 2. Date or dates of services rendered by Performers.
 3. Amount paid for such services.
 4. The hours booked

5. The hours worked.
6. The name and number of the Program or Episode (where applicable).
7. A copy of the script.
8. The line count.
9. Calculation sheets.

405 Where requested by ACTRA the NFB shall furnish ACTRA with a copy of such information relating to any Performer concerning any or all of the aforementioned matters.

406 No later than 48 hours prior to the commencement of recording, the NFB shall forward to the nearest ACTRA office a cast list of principals for each production and a tentative recording schedule.

407 During the recording session, a final version of the working script, properly paginated, with loops marked, shall be made available to the performers and a copy of the Performer Dubbing Time Sheet shall be duly prepared for signing by performers. Such Time Sheets shall include the line count per Performer, the hour of call for each Performer and a record of the length of time worked by each Performer.

408 With payment, the NFB shall forward to the Local ACTRA Office a copy of the Performer Dubbing Time Sheet duly completed and initialled by the Performer and a designated representative of the NFB (see *Appendix A*). Furthermore, upon request by a representative of ACTRA, the NFB shall forward to the nearest ACTRA office a copy of the script and/or, when applicable, make the "rythmo band" available to a representative of ACTRA .

5 - OBLIGATIONS OF ACTRA AND PERFORMERS

501 A Performer shall at all times report to the recording studio ready to work at the time of his/her reporting time. Performers will at all times comply with the reasonable requests and instructions of the Producer or his/her representative. The Performer will be reasonably familiar with the terms of this Dubbing Section.

502 A Performer shall identify to ACTRA any perceived breach of this Dubbing Section whenever such breach is considered to occur in order that ACTRA may give the Producer the opportunity to remedy such perceived breach at the earliest opportunity in the spirit of this Dubbing Section.

6 - QUALIFICATION OF PERFORMERS

601 In accordance with 401, preference of engagement shall be given to ACTRA members. However, after making reasonable efforts to comply and having established that a person who is not a member of ACTRA is required in a Dubbed Production, then application shall be made for a work permit at the nearest ACTRA office at least forty-eight (48) hours prior to the commencement of work, and the following procedure will apply for the issue of work permits:

- a. Performers who are Canadian citizens or landed immigrants shall pay \$60.00 per week of work on a Dubbed Production for which the Performer is engaged.
- b. Other Performers who are not either Canadian citizens or landed immigrants and not a member of ACTRA shall pay \$225.00 per week of work on a Dubbed Production for which the Performer is engaged.

Note: For the purpose of clarification, a *week* as used in this 601 a. and b. is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

ACTRA or members of another ACTRA guild not to work for such Producer.

7 - CONDITIONS OF WORK FOR PERFORMERS

- 701 a. Upon Booking, Performers shall be given specific notice of the roles to be performed, the nature of those roles, the total line count and the duration of the engagement. The Booking shall be verbally confirmed.
- b. When the length of call is not specified at the time of booking, it shall be assumed to be a two (2) hour call and paid as such.
- 702 **Work Day** The work day shall consist of eight (8) consecutive hours in any day exclusive of meal periods. The work day shall commence at the Performer's Booking time or when the Performer commences recording, whichever is earlier, and the work day does not end until the time indicated in the booking or when the Performer finishes recording, whichever is the later.
- 703 **Calendar Day** A work day starting on one calendar day and continuing into the next, shall be deemed to be one (1) work day, namely that on which work started, provided that work past midnight was originally scheduled.
- 704 **Night Recording** Night Recording shall refer to the work performed between the hours of 2200h on one day and 0800h on the following.
- 705 **Reporting time**
- a. Should the NFB call a Performer for more than one separate reporting time during any one day, each new reporting time will constitute a new first hour of work.
- b. Notwithstanding the foregoing, if the NFB allows more than one separate reporting time during any one (1) day at the request of the Performer, then the rate of pay for that Performer will be calculated on the actual number of hours worked by the Performer as an uninterrupted day.

8 - OVERTIME

- 801 Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate, and in excess of twelve (12) hours at the rate of two hundred percent (200%) of the Performer's contracted hourly rate. Periods of a half hour or less may be paid in half-hour units, at the pro rated rate.
- 802 Any time worked by a Performer during night recording shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate.
- 803 When a Performer is required to work on a Dubbed Production for six (6) consecutive days, the Performer shall be paid for the sixth (6th) day at one hundred and fifty percent (150%) of the Performer's contracted daily, hourly or overtime rate.
- 804 When the exigencies of the Dubbed Production schedule demand extraordinary measures and require a Performer to work seven (7) consecutive days, the Performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly or overtime rate.
- 805 When a Performer is required to work on a Dubbed Production between 1800h on a Saturday and 800h on the following Monday, the Performer shall be paid at one hundred and fifty (150%) of the Performer's contracted daily, hourly or overtime rate.
- 806 The maximum compounding effect of the application of overtime and penalty payments provided in this Dubbing Section shall not exceed three hundred percent (300%) of the Performer's contracted hourly rate.

9 - REST PERIODS

- 901 **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 day. If a Performer is required by the Producer to report for work within such a ten (10) hour period, the Performer shall be paid for such hours at the rate of two hundred percent (200%) of such Performer's contracted hourly rate.

902 **Rest Periods** There shall be a five (5) minute rest period provided for each two (2) hours of work. During recording, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day.

10 - MEAL PERIODS

- 1001 No work session shall be more than five (5) hours without a meal break. Such meal break shall not be paid.
- 1002 No such meal break shall be less than one (1) hour or more than two (2) hours at a time
- 1003 Should the Producer call a meal break of longer than one hundred and twenty (120) minutes, the resumption of work after the meal break will constitute a new reporting time.
- 1004 There shall be a meal period of one-half (½) hour after each four (4) hours of overtime worked.
- 1005 Where the exigencies of a Dubbing Production make it necessary and the Performers agree to work during the meal period, each Performer shall be compensated at two hundred percent (200%) of the Performer's contracted hourly rate (calculated in half-hour units) in addition to the applicable payment for the period being worked, until the meal period is provided. The meal period shall be provided at the earliest time possible thereafter. Completion of a loop shall not be considered a breach of this Article.

11 - CANCELLATIONS AND POSTPONEMENTS

- 1101 **Force Majeure** If a Dubbing Production is frustrated or interrupted by reason of any cause beyond the reasonable control of the Producer, such as, but not limited to, war, fire, hurricane or flood, or governmental regulation or order in a national emergency, power failure, the Producer may either cancel the Dubbing Production (in which event the Producer shall pay to the Performer moneys accrued to the date of such cancellation) or make such other arrangement with the Performer by way of postponement and the like as may be practicable to fulfil the engagement.
- 1102 **Cancellation of a Dubbing Production** If a Dubbing Production is cancelled for any reason other than that provided in 1301, the Producer shall not be required to pay the Performers, provided notice of such cancellation is received by the Performers seventy-two (72) hours in advance of a booking. Should the Producer be unable to give seventy-two (72) hours' notice, the Producer shall be liable for all time contracted in the seventy-two (72) hour notice period.
- 1103 **Illness** Should illness or other physical or similar cause prevent the Performer from carrying on the Performer's individual contract, the Performer shall provide a medical certificate. If the Performer is absent by reason of illness for more than one day, the Producer may:
- a. terminate the engagement forthwith upon payment to the Performer of moneys accrued to the date of the Performer's absence; or,
 - b. suspend the engagement for the period of absence and subject to the Performer's other engagements entered into before the beginning of such period, extend the period of first booking by the period of absence.

12 - WORKING ENVIRONMENT

- 1201 Performers may refuse to commence work where the NFB fails to provide the following facilities:
- i. a supply of pure drinking water;
 - ii. a suitable seat for each Performer during rest periods;
 - iii. The Producer agrees to maintain a "smoke free" working environment at locations where performers are dubbing, save and except where such prohibition would conflict with the provisions of a collective agreement with another union.

- iv. Clean and accessible toilets and washrooms

13 - DOUBLING

- 1301 **Live action programs or films** Except in the case of an animated film or program, during one session, a Performer who is required to dub more than two (2) roles in the same film (or in the same episode of a series) or four (4) roles in different episodes of a series, shall receive additional payment of not less than \$49.90 / \$50.90 / \$51.92 for the first such double and \$30.20 / \$30.80 / \$31.42 for the second and each subsequent double.

A Performer who is required to dub roles in more than one film or series in the same session, shall be paid for each film or series as a separate call.

- 1302 **Animated Programs or Films** During one session, a Performer who is required to dub more than three (3) roles of indefinite length and two (2) roles of not more than 3 lines, in the same animated film (or in the same episode of an animated series) shall receive additional payment for doubling. Such additional payment shall be in accordance with the fees in 1501 above.

A Performer who is required to dub roles in more than one animated film or animated series in the same session, shall be paid for each animated film or animated series as a separate call.

For purposes of the Dubbing Section, the following will also be treated as animated programs: puppet, animal, animated object and claymation programs.

- 1303 **Participation in Off-Camera Crowd Noises** Participation in off-camera crowd noises shall not be considered as doubling, and is permissible without additional compensation.

14 - SONGS

- 1401 The present article establishes the conditions for the dubbing of songs.

- 1402 Incidental humming is not considered to be singing.

- 1403 a. When a song is part of a Dubbed Production, whenever possible, the Producer will supply to the Performer prior to the recording, a cassette or a music sheet of the song. For his "at home" rehearsal time, the Performer will be paid one (1) hour at the appropriate first hour fee.

- b. The Performer dubbing such a song will be paid as follows:

- i. the number of lines in the song added to the lines of script the Performer is called upon to voice multiplied by the appropriate per line fee;

or

- ii. the hourly rate of the duration of the work session or sessions

according to whichever method of payment is greater for the Performer.

- 1404 a. When a song is included in the opening or closing sequence of a series, the Performer dubbing such a song will be paid as follows:

- i. a minimum four hours booking at the appropriate rate;

or

- ii. the number of lines multiplied by the number of episodes multiplied by the appropriate per line fee according to whichever method of payment is greater for the Performer.

- b. The above fees entitle the Producer to the use of the song in twenty six episodes of a series.

- c. For the use of each subsequent group of thirteen episodes or less, the Producer will pay to the Performer forty per cent (40%) of the fee mentioned in 1404 a. above

15 - DIALOGUE IN OPENING & CLOSING SEQUENCES

1501 When a Performer participates in standard openings and/or closings for a series, this will be paid at the line count multiplied by the number of episodes it is used on.

16 - TALENT AUDITIONS

1601 Voice tests are those try-out periods wherein a Performer or group of Performers are tested for ability, talent and /or suitability for inclusion in a Dubbed Production. No fees are required for the auditioning of a 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 by the NFB for more than one (1) hour before the commencement of an Audition shall be compensated for all excess time over the hour at the rate of \$35.12 / \$35.82 / \$36.54 per hour or part thereof.

1602 **Audition Recall** Where a Performer is required to attend a third (3rd) or subsequent Audition, the NFB shall compensate the Performer for expenses incurred by paying an amount not less than \$44.98 / \$45.88 / \$46.80 for each hour or part thereof.

1603 The audition should take place with a projection of the picture with the original sound track and the rythmo band (where available).

1604 **Open Audition Call** Where open Performer Auditions, tests or interviews are to be held for any category, notice of such Audition with necessary details shall be given to ACTRA not less than four (4) days prior to such Audition when feasible.

1605 **Preference of Audition** The NFB agrees to give ACTRA members preference in the auditioning of Performers. In the case of "open calls", ACTRA members shall be auditioned in advance of and separate from non-ACTRA members. However, ACTRA members may be auditioned during non-member auditions if they are unavailable during member Audition time.

17 - TRAILERS, PROMOS AND EXCERPTS

1701 An excerpt of not more than two (2) minutes in length, may be used as a trailer or promo, including use in an awards Program for the promotion of a Program or Programs within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips also may be used with a Series from which the footage was taken for recaps, previews or teasers without additional payment.

1702 The NFB may take excerpts of more than two (2) minutes from a Dubbed Production in which a Performer has participated for use in another Dubbed Production upon payment to the Performer in the excerpt of a fee calculated upon the line count in the excerpt. The fee shall either be added to the Performer's fee for the second Dubbed Production or shall constitute a separate payment. All other terms and conditions of this Dubbing Section shall apply to the new Program as if the Performer had actually participated.

1703 If the NFB desires the services of a Performer in making promos or trailers, the Performer shall be paid the appropriate per line or per hour dubbing fee, whichever is higher.

18 - CREDITS

1801 When the NFB receives an on-screen credit, the Principal Actors will be given credit whenever possible. If the NFB receives an on-screen credit and the Principal Actors do not, the Producer will explain the reasons to ACTRA.

19 - FEES

1901 The fees paid to Performers shall be based on the following:

- a. the length of the booking or bookings
- b. the length of time actually spent in recording
- c. the line count

whichever is the greatest.

NB The next Article is 1902 - Dubbing Fee Schedule

1902 The dubbing of Live-Action and Animation Programs shall be paid in accordance with the following Fee Schedule:

Fee Schedule	April 26, 2004	May 1, 2005	May 1, 2006	
Live Action				
Hours	1	\$128.69	\$131.26	\$133.89
	2	\$183.83	\$187.51	\$191.26
	3	\$242.93	247.79\$	252.75\$
	3.5	\$272.46	\$277.91	\$283.47
	4	\$302.00	\$308.04	\$314.20
	4.5	\$331.56	\$338.19	\$344.95
	5	\$361.10	\$368.32	\$375.69
	5.5	\$390.64	\$398.45	\$406.42
	6	\$420.19	\$428.59	\$437.16
	6.5	\$449.74	\$458.73	\$467.90
	7	\$479.28	\$488.87	\$498.65
	7.5	\$508.82	\$519.00	\$529.38
	8	\$538.36	\$549.13	\$560.11
Each Additional hour payable in ½ hour units	\$88.59 per hour	90.36 per hour	\$92.17 per hour	
Fee per line	\$3.62	\$3.69	\$3.76	
Animation				
Hours	1	\$133.94	\$136.62	\$139.35
	2	\$194.35	\$198.24	\$202.20
	3	\$256.06	\$261.18	\$266.40
	3.5	\$286.92	\$292.66	\$298.51
	4	\$317.78	\$324.14	\$330.62
	4.5	\$348.63	\$355.60	\$362.71
	5	\$379.49	\$387.08	\$394.82
	5.5	\$410.35	\$418.56	\$426.93
	6	\$441.21	\$450.03	\$459.03
	6.5	\$472.07	\$481.51	\$491.14
	7	\$502.93	\$512.99	\$523.25
	7.5	\$533.78	\$544.46	\$555.35
	8	\$564.65	\$575.94	\$587.46
Each Additional hour payable in ½ hour units	\$91.92 per hour	\$93.76 per hour	\$95.64 per hour	
Fee per line	\$3.62	\$3.69	\$3.76	

1903 **Payment Step-up in Multilingual Dubbing Productions**

- a. When a Performer is engaged to dub a major role, originally performed in the English language, in a multilingual production, the performer's total earning shall be subject to a seventy-five percent (75%) step-up fee. Such step-up will apply whenever a Performer provides Synchronized dialogue (lip-sync) consistent with the original English language performance.
- b. As an exception to the foregoing, when "incidental English" is employed in a production, and where such is retained in the original version, no premium shall be payable. Nor would the dubbing of minor roles in English language performance attract the premium.

1904 **Use** The payment of the rates shall entitle the NFB to unlimited use of the dubbed programs without additional payment of fees.

20 - PAYMENT

2001 **Payment** For work done between the first and fifteenth of the month, payment will be due by the thirtieth of that same month. Work done between the sixteenth and the last day of the month will be payable not later than the fifteenth day of the subsequent month. If the fifteenth day or the thirtieth day of a month falls on a holiday or weekend, the payment will be due on the workday immediately preceding.

2002 **Late Payment Penalty:** If the payment of fees is not executed as prescribed in 2001, the Producer shall pay to the Performer a late payment charge of three dollars (\$3.00) per day per Performer up to and including seven (7) days. Beyond that delay, the late payment charge shall be five dollars (\$5.00) per day, per Performer. This provision shall not apply in the following circumstances:

- a. Where the NFB has filed with ACTRA a bona fide dispute relating to the fees payable.
- b. Where normal methods of payment are interrupted, e.g. by reasons of National mail strike.

2003 Upon receipt of fees, a Performer shall have thirty (30) days in which to report any error in payment, following which the payment shall be deemed to have been correct.

2004 **Assumption Agreement**

a. If the NFB sells, assigns, or otherwise disposes of any Dubbed Production produced under this Dubbing Section, or any rights thereto, the Producer shall not be relieved of any of his obligations for the payment due under this Dubbing Section, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (the Purchaser) assumes the obligations for such payments by Assumption Agreement in the form contained in *Appendix "7"*, and ACTRA approves the assumption in writing. Such approval shall not be unreasonably withheld.


b. Upon seeking the approval of ACTRA to a sale, assignment or other disposition as provided for herein, the Producer shall provide to ACTRA such information and material pertaining to the Purchaser as ACTRA may reasonably require, including but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

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