ACTRA

Re: Ratification of the Memorandum of Agreement reached in the 2025-2027 Independent Production Agreement (IPA) Negotiations

Dear ACTRA Eligible Voter,

You are receiving this email because you are eligible to vote on the ratification of the 2025-2027 Independent Production Agreement (IPA).

We are pleased to advise you that ACTRA has successfully reached a tentative deal with the Canadian Media Producers Association (CMPA) and the Association Québécoise de la Production Médiatique (AQPM). If ratified, the 2025-2027 IPA will take effect immediately. Ratification of this settlement will bring significant improvements to the IPA which you can find in the Tentative Agreement Highlights section following this letter below.

ACTRA's IPA Bargaining Committee has negotiated a forward-thinking agreement that includes significant gains which will enhance the working lives of ACTRA performers. The package comes to you for ratification with the unanimous recommendation to vote **YES** from both your Bargaining Committee and National Council.

Once you receive your voting instructions email from ElectionBuddy, please review the detailed Memorandum of Agreement, an accompanying list of Frequently Asked Questions. After reviewing the materials, you can exercise your right to vote on the new Agreement **by completing the online ballot no later than 12:00 p.m. ET on TUESDAY, JANUARY 21, 2025**.

If you have any questions about the Memorandum of Agreement, or require additional information, please contact ACTRA's help desk email (<u>referendum@actra.ca</u>).

Please vote YES before 12:00 p.m. ET on Tuesday, January 21, 2025.

In Solidarity,

Eleanor Noble ACTRA National President Chair, IPA Bargaining Committee

Janu Kelley

Marie Kelly ACTRA National Executive Director Chief Negotiator

2024 ACTRA IPA Bargaining Committee:

Primary Members:

Chris Cuthbertson (ACTRA Maritimes); Paul Essiembre (ACTRA Manitoba); Tristan D. Lalla (ACTRA Montreal); Li Li (ACTRA Montreal): Tonjha Richardson (ACTRA Toronto); Ana Sani (ACTRA Toronto); Steve Shackleton (ACTRA Toronto); Jennifer Wigmore (ACTRA Toronto); Angel Wong (ACTRA Toronto); Blair Young (ACTRA Alberta); Nova Zatzman (ACTRA Toronto)

UBCP/ACTRA member (Voice, no vote): Lexa Doig (UBCP/ACTRA)

Alternate Members:

Angelica Alejandro (ACTRA Toronto); George Alevizos (ACTRA Toronto); Sally Bishop (ACTRA Alberta); Paul Constable (ACTRA Toronto); Cory Doran (ACTRA Toronto); John Koensgen (ACTRA Ottawa); Simon Peacock (ACTRA Montreal); Geoff Scovell (ACTRA Toronto); Gugun Deep Singh (ACTRA Toronto); Wendi Smallwood (ACTRA Newfoundland); Jen Viens (ACTRA Montreal)

National Officers and Executive:

Keith Martin Gordey (National Vice President, UBCP/ACTRA); Theresa Tova (National Treasurer, ACTRA Toronto)

IPA Tentative Memorandum of Agreement Highlights follow below

Independent Production Agreement (IPA): Highlights of the TENTATIVE AGREEMENT between ACTRA, Canadian Media Producers Association (CMPA) and the Association québécoise de la production médiatique (AQPM)

Below are the highlights for proposals achieved for both ACTRA and the CMPA/AQPM. These have been separated into the following themes: Monetary, Artificial Intelligence, Residuals, Work Opportunities, Auditions & Self-Tapes, Respect & Equal Treatment, Animation, Intimacy & Consent-Based Interactions, Minor Provisions, Stunt Provisions and Health & Safety, Hair and Makeup Provisions, and Industry Conditions.

Please refer to the tentative Memorandum of Agreement to read the exact language that was negotiated.



Monetary:

- This Agreement will become effective upon a successful ratification vote and remain in effect until December 31, 2027. [(1) Term and Execution G101]
- Background Performers will receive a 7% general rate increase effective upon ratification, 4% in 2026 and 3.5% in 2027. [(2) General Rate Increase]
- For additional Background Performers, under C503, rates will increase by \$0.75 in year 1; \$0.50 in year 2; and \$0.50 in year 3. [(2) General Rate Increase]
- For all other minimum fees, we achieved a 6% general rate increase effective upon ratification, 4% in 2026 and 3.5% in 2027. [(2) General Rate Increase]
- Producers will contribute an additional 0.5% (to 5.5%) of the Performer's Gross Fees for insurance benefits in year 2 of this Agreement [(2) General Rate Increase A3801 Insurance]
- Producers will contribute an additional 0.5% (to 7.5%) of the Performer's Gross Fees toward the Retirement Plan in year 3 of this Agreement. [(2) General Rate Increase A3802 Retirement Plan]
- In order to equalize payments for each Performer who is designated as an Apprentice, temporary member, or permittee, Producers will contribute an additional 0.5% (to 12.5%) in year 2 of this Agreement. A further 0.5% (to 13%) contribution will occur in year 3 of this Agreement. [(2) General Rate Increase A3703 Non-Member Equalization Payments and Deductions]
- For regular wardrobe compensation, achieved a 50% increase (from \$20 to \$30) per week per change in excess of two. For all formal and specialty wardrobe, achieved a 43% increase (from \$35 to \$50) per costume per week. [(H) A1601 Regular Wardrobe]
- A 100% increase (from \$5 to \$10) per change in excess of one, for Background Performers required to provide more than one change of clothing in the same session. A 43% increase (from \$35 to \$50) per change per week for Background Performers required to provide formal or specialty wardrobe. [(FF) C407 Wardrobe (a)] [(FF) C407 Wardrobe (b)]

- We were successful in achieving a stepped increase that boosts the Per Diem allowance by 7.7% (from \$65 to \$70) upon ratification and a further 7.7% (from \$70 to \$75) on January 1, 2027, for an accumulated 15.4% increase over the term of the Agreement. [(I) A1704 Per Diem Allowance]
- 25% increase to Choreographer compensation. [(N) A2303 Choreographer]
- Maximum contribution amounts for insurance and retirement will increase between 3-4% in year 2 of this Agreement. Additionally, these maximum contributions will no longer be tied to engagement contracts that exceed one hundred thousand dollars. [(AA) A3804 Maximum Contributions]



Artificial Intelligence (AI):

- Two entirely new sections (Part G and Part H) will be added to this Agreement clearly stipulating provisions related to Artificial Intelligence. Part G includes AI provisions for all live action Productions as well as Animation Productions with a theatrical declared Use. Part H includes AI provisions for Animation Productions, excluding Animation Productions with a theatrical declared Use. [(II) Part G Digital Replication and Alteration] [(JJ) Part H Digital Replication and Alteration of Animation Performers]
- Includes definitions for what is collectively referred to as Digital Replicas: Engagement-Based Digital Replica (EBDR) and Independent Created Digital Replica (ICDR) that reflect the achieved industry standard set by SAG-AFTRA in their TV/Theatrical negotiations. [(II) Part G Digital Replicas Definitions (G101)] [(JJ) Part H Digital Replicas Definitions (H101)]
- Performers must be notified no less than 48 hours in advance of provided services, provided with a reasonably specific description of the intended use of the Digital Replica and consent to provide such services. Consent must be clear and conspicuous and obtained through an addition to the Performer's contract, or an appropriate statement in the Performer's contract that is separately signed by the Performer. Consent continues to be valid after death, unless specifically limited otherwise. [(II) Part G Engagement-Based Digital Replica (G102)] [(JJ) Part H Engagement-Based Digital Replica (H102)]
- When a Performer provides services for the purposes of creating a Digital Replica, any time spent by the Performer in creating the Digital Replica shall be treated as work time. If the work occurs on a day when the Performer is not engaged for the Producer, the Performer shall be paid 1 day at the applicable minimum daily fee, or if the Producer has scheduled services to accommodate the Performers schedule, the Performer shall be compensated ½ of the minimum daily fee for a 4-hour session, or the minimum daily fee if the session exceeds 4 hours. [(II) Part G Digital Replication and Alteration (G102)] [(JJ) Part H Engagement-Based Digital Replica (H102)]
- When a Performer's EBDR is used in a scene(s) in lieu of the Performer, the Performer shall be paid the minimum daily fee for each day the Performer would normally have been required to work. [(II) Part G Digital Replication and Alteration (G102)]
- Includes a definition and provisions for Synthetic Performer and Synthetic Voices as digitally generated assets created through Generative Artificial Intelligence technology. [(II) Part G Use of Synthetic Performers Created Through Generative Artificial Intelligence (G201)] (JJ) Part H Use of Synthetic Voices Created Through Generative Artificial Intelligence (H201)]
- Includes provisions and protections related to Background Performer Digital Replicas. [(II) Part G Use of a Background Performer Digital Replica (G303)]
- Both Parties commit to meet regularly to discuss any recordings made under this Agreement, or any previous Agreement, to train a GAI system. [(JJ) Part H (H203)]



Residuals:

- Reduction to the declared use period of all High Budget SVOD Productions under the New Media Option 1, irrespective of the Option exercised, from one year to six months. [(BB) B301 (g) (iii)]
- Restrictions placed on the Advance Option so that it is unavailable to foreign service Productions of Series and provides opportunities for all Performers to share in the commercial success of future Series. [(CC) B501 Options (c) Advance Option]
- Achieved a reduction in the Advance multiplier from 20 units to 12 units for the purposes of calculating the Aggregate Advance. The reduction of the multiplier unit means the maximum allowable Advance from individual Performers is lower, reducing the overall size of the Aggregate Advance. In turn, it will provide opportunities for Performers to participate in the commercial success of Productions sooner. [(DD) B507 Calculation of Aggregate Advance]



Work Opportunities:

- Increase in work permit cost for a non-Canadian citizen Performer from \$225.00 to \$260.00 for the first week of recorded performance. [(C) A701 Preferential Engagement of ACTRA Members (c)]
- Minor edits to align the language for Vocal or Dialogue Coach with the language used in other performance category definitions. [(O) A2304 Vocal or Dialogue Coach]
- Increases to the Background count that the Producer is required to engage on a Production.
 - From 23 to 24 for any Production in Toronto or Montréal, excluding feature films with budgets over \$35 million dollars which shall remain at 28. [(GG) C501 (a) (i)]
 - From 17 to 18 for purely Canadian dramatic content in Toronto, Montréal or Vancouver. [(GG) C501 (a) (ii)]
 - From 13 to 16 for any Production outside Toronto, Montréal, or Vancouver. [(GG) C501 (a) (iii)]
 - A new Background count of 17 ACTRA members for any Production in Sudbury, Sault Ste. Marie, Parry Sound, or North Bay. [(GG) C501 (a) (iv)]



Auditions and Self-tapes:

- The following gains were made to remove some of the increased burdens placed on Performers and to standardize the practices with respect to the audition process:
 - If the script calls for a Role to be performed with a specific accent or dialect, this shall appear on the casting notice. [(W) A2801 Auditions (b)]

- Achieved the deletion of two scenes and included a reference to *industry standard pages* in relation to the scripted material a Performer is required to prepare for a first Audition that is a self-tape. [(W) A2801 Auditions (d)]
- The Producer shall provide accommodations to a Performer with a disability when required by applicable human rights legislation. [(W) A2801 Auditions (f)]
- The Producer shall endeavor to respond to any inquiries from a Performer or other representative whom it has invited to submit a self-tape as to whether a role has already been cast. [(W) A2801 Auditions (g)]
- Performers auditioned in Canada shall be provided with Audition materials similar to those provided to Performers being considered and/or auditioned for the same Role outside of Canada. [(W) A2801 Auditions (h)]
- The Producer may only request the following in a slate for a self-tape: Performer's name, height (or height when seated for Performers using mobility devices), city and province of residence, citizenship, age and birthday (if a Minor), Performer's special skill(s), head and shoulders shot and/or full body shot in portrait orientation (no panning or camera angles permitted) [(W) A2801 Auditions (i)]
- The following additional requirements apply to Dancers: music or sound supplied by the Producer, choreography provided by Producer, Dancers may not be asked to choreograph or improvise a dance. The choreography must be for a solo performance, may not exceed four eight-beat counts, and must be capable of being performed in a space no larger than 8ft x 8ft x 8ft. [(W) A2801 Auditions (j)]
- Self-tapes shall be stored in a secure facility or on a secure system which can only be accessed by individuals with a legitimate business purpose. [(W) A2801 Auditions (k)]
- Producers may not make an Audition recording publicly available without prior written consent of a Performer, which must be obtained at the time of use. [(W) A2801 Auditions (I)]
- For virtual Auditions, no Performer shall be required to assume primary responsibility for recording, monitoring, and adjusting sound levels, or editing the Audition. [(W) A2801 Auditions (m)]
- For Performers submitting a second or subsequent self-tape, there shall be a limit of 12 industry standard pages of scripted material. [(X) A2803 Audition Recall (a)]
- Landmark language has been achieved that excludes Saturdays, Sundays and Statutory holidays from being included in the 48-hour deadline for submission of a self-tape. Furthermore, language has been added for self-tapes that clearly stipulates the Producer shall make character breakdowns, sides and/or scripts available to Performers at least 48 hours prior to the deadline for submission. [(X) A2808 (b)]
- Clarifying language has been added that differentiates the terms of notice for virtual or in-person Auditions. [(X) A2808 (a)]



Respect and Equal Treatment:

• Language has been added to the Equal Opportunity Policy that ensures Producers will provide accommodations for Performers with Disabilities in accordance with human rights legislation. [(A) A502 Equal Opportunity Policy]

- The limitations of translation of material in Auditions have been extended to on-set obligations. Performers shall not be required to translate any script material into English or from any other language into another language. [(B) A606 Performer's On-Set Obligations]
- Strengthened the Unfair Producer provisions to ensure all Parties with respond in a timely way when a Producer defaults on payments owing to Performers. ACTRA will now be permitted reasonable access to examine relevant records in such circumstances. [(D) A903 Producer's Failure to Meet Payroll Obligations (c) and (e)]
- Streamlined the per diem allowance process requiring the Producer to provide the per diem allowance for up to a period of one week, in advance. The language requiring the Performer to submit an accounting and receipts against expenses has been removed. [(J) A1705]
- Facilities provided by a Producer shall accommodate a performer with a disability when required by applicable human rights legislation. [(L) A2001 Dressing Room and Sanitary Provision (a) (viii)]
- Producers to make best efforts to accommodate a Performer's request for a suitable private space for lactation or pumping. [(M) A200X]
- Deletion of the provision that states a Performer has thirty days in which to report any error in payment. As a result of its deletion, labour laws in each jurisdiction will prevail. [(Z) A3603 Reporting of Errors]
- Clarifying language added to the booking provisions for Background Performers specifying they will be provided with the Call time and location details whether interior or exterior prior to 12 hours before the Call time. [(EE) C401 Booking and Upgrades (c)]
- Both Parties agreed to update the Standard Contract Form (Appendix 12) and the Performer Contract for Animation Independent Production (Appendix 43) to include a field for Pronouns to be used by Production. [(KK) Appendix 12 and Appendix 43]
- A new Letter of Understanding that recognizes the importance of accurate credits appearing on the IMDb and confirms that the Producer shall make reasonable efforts to assist a performer engaged on a Production with the information needed to correct or add a credit on IMDb. [(QQ) Appendix 11 Letter of Understanding]
- A commitment by all Parties to establish a committee within three months of ratification to discuss Indigenous Productions and organize a summit between Indigenous Producers and Indigenous Performers within the first year of the Agreement. [(O) Appendix XX Letter of Understanding]
- The CMPA and AQPM to distribute a bulletin to their members reminding Producers to be considerate of scheduling Performers following a lengthy travel day. [(RR) Notice to CMPA and AQPM Members]



Animation:

- Changes made throughout Animation section for additional work time to be pro-rated and calculated in one-tenth hour units. [(F) D103 Minimum Fees for Animation Performers] [(G) D105 Minimum Fees for Short Animated Productions (b)] [(H) D107 Bumpers and Generic Promos] [(I) D108 Promotional Announcers and Non-generic Promos]
- Significant reduction to the discounts that apply to Short Animated Productions. Effective January 1, 2026, a 20% discount will apply when an Animated Performer is engaged to work on 3 or more Productions in a session. Additionally, effective January 1, 2026, the 30% discount option will be eliminated. [(HH) D105 Minimum Fees for Short Animated Productions (c)]



Intimacy and Consent-based Interactions:

- Stronger language added to ensure nude or semi-nude Audition material is destroyed once it has served its purpose. [(P) A2401 Auditions]
- Clarifying language added to ensure Producers are clear of their obligation to notify post-production supervisors and editors who have an essential business purpose of the requirements related to any Performer who may be contracted to perform in a nude scene. [(Q) A2402 Contracts]
- Stronger provisions regarding Nude or semi-nude photos being taken removing the exceptions of continuity purposes, still photos, and polaroids which had previously appeared in the language. Additionally, security provisions added to the language stipulating that only those individuals with a legitimate business purpose may be granted access to such materials. [(R) A2403 Rehearsal and Performance (c)]
- A new provision will be added to Part A24 Nude Scenes requiring a Producer to use best efforts to engage an intimacy coordinator for scenes involving nudity or sex acts and to consider any request by a Performer to engage an intimacy coordinator in other scenes. [(S) A2404]



Minor Provisions:

- Stronger provisions that provide parents and guardians with access to both audio and video feeds has been added to ensure protective measures are in place for Minors when filming requirements do not allow a Parent or Guardian to be within sight and sound. Clarification regarding Minors aged 16 or 17 having access to the same rights, upon request of the Parent or Guardian. [(U) A2708 Presence of Parent (a)]
- All Parties have agreed to establish a committee that advocates for the health and safety of Minors on set. [(OO) Appendix XX Letter of Understanding]
- Notice of night shoots have been increased from 36 hours to 48 hours to allow for Parents or Guardians to make necessary accommodations. [(T) A2703 Conditions of Engagement (b)]
- Requirement to provide notice upon contracting should a Minor be engaged to perform in a scene that depicts child abuse, disturbing violence or carnal acts. Should this not be known, further provisions have been added that require a Parent to be notified at least 48 hours in advance of the scheduled scene, and should these 48 hours not be given, the Minor shall not be required to perform in the scene and notice must be given to ACTRA. [(V) A2709 Dangerous Work (b) (ii)]



Health and Safety:

• Stronger language that requires the pick-up location provided by a Producer to be well-lit and believed to be reasonably safe. [(K) A1706]

• A new provision that states appropriate measures will be taken by the Producer when Performers are working in areas where the air is affected by wildfire smoke. [(LL) Appendix 30 – Letter of Understanding Regarding Working Conditions]



Stunt Provisions:

- Expanded the definition of Risk Performance to include *reasonably* in reference to any action by a Performer being considered dangerous or beyond the Performer's general experience. [(A) A440 Risk Performance]
- Achieved a momentous win by eliminating the lesser rest period provisions that have applied to Stunt Coordinators. There shall now be a rest period of not less than 11 hours for all Performers. [(E) A1301 Rest Between Days (Turnaround)]



Hair and Makeup Provisions:

- Altered the 15-minute increment used to compute time for makeup and hairdressing to 18 minutes increments to align with the 6-minute increments used elsewhere in the Agreement. [(C) A1501 Time for Makeup, Hairdressing, etc.]
- Expanded existing language provisions to increase protections and clearly assign responsibility in regard to the styling, maintenance, and restoration of a Performer's hair or paying for the reasonable approved third-party costs of changing and maintaining the required hairstyle during Production. [(F) A1504 Hair and Restoration (a)]
- Achieved a new provision that ensures all Performers, excluding Background Performers, will be offered the opportunity for a meaningful consultation with the hair and makeup department prior to commencing work. This pre-production conversation will allow for the hair and makeup department to be prepared to work with each Performer and has the appropriate tools and equipment to do so. [(G) A15XX Hair and Makeup Consultations]
- A new Letter of Understanding has been incorporated that intends to address situations where hair and makeup services cannot be provided on set and ensures fair compensation for Performers involved in self-styling or third-party services. Subject to prior approval by the Producer, on a day that is not a workday, the Performer shall be paid 2 hours or approved time spent in receiving hair and/or makeup services, whichever is greater. On a day that is a workday, the Performer shall be paid for the approved time spent in self-styling and/or self-applying of makeup. The bigger goal is to improve the availability of and expertise of hair and makeup professionals in the industry. [(MM) Appendix XX Letter of Understanding Hair and Makeup Professionals]
- A new Letter of Understanding has been incorporated that outlines the responsibilities and procedures regarding the hairstyling of Background Performers in Production. Upon the Producers request and before booking, a Performer must provide a clear photo showing their current hairstyle and color. If a Producer requests changes to a Background Performer's natural hair texture or hairstyle that will take more than 30 minutes (either self-styling or by a third-party service) to achieve, the Producer must cover all pre-approved expenses for the change. Background Performers will be compensated on a workday for their time spent, and on a non-workday, they shall be paid the approved time spent on styling or a minimum of 2 hours at their contracted hourly rate, whichever is greater. [(NN) Appendix XX Letter of Understanding]

Industry Conditions:

- Amendment to the definition of Series to remove the requirement that the Episodes be presented in a regular pattern. [(B) A442 Series]
- Modifications to the conditions around rehearsal footage which will allow for preserved performances to be used for promotional purposes provided the Producer notifies the Performer at least 24 hours in advance and the Performer provides prior consent. If the material is used for promotional purposes, Performers will be compensated in accordance with the fees outlined in A3203. [(D) A2308 Preproduction Rehearsal and Reading Session]
- Modifications to the language around promos, or trailers to exclude Background Performers. [(E) A3203]
- An increase of 7% to the budget tiers for Productions Made for New Media. [(J) E106 Productions Made for New Media Minimum Fee]
- Updated the references in Part F of the Agreement to include Reality TV, and reflects the fact that Reality Productions are no longer an emerging genre of Production. Additionally, removed the monetary threshold for Fact-based/Lifestyle/Reality Productions to be able to access the terms of Part F in the IPA. [(K) Part F Fact-Based/Lifestyle/Reality Production (F101; F102; A418)]
- Reduced the number of Episodes in which a recurring individual who plays an integral role in a Fact-based/Lifestyle/Reality Production appears, from 6 to 5 Episodes. [(K) Part F Fact-Based/Lifestyle/ Reality Production (F201)]
- Streamlining the administrative process by modifying the Voluntary Recognition Agreement to include a section that allows Foreign Producers to notify ACTRA of whether the Producer is relying on the Non-Canadian Content provisions (A707) of the Agreement. [(L) Appendix 3 Voluntary Recognition Agreement]
- Restructured the Schedule of Discounts of Minimum Fees for the Canadian Independent Production Incentive Program (CIPIP) that includes a separate budget tier for Features from Movies of the Week and Mini-Series. A \$3,250,0001 to \$4,000,000 budget tier introduced with a 15% discount for an all-Canadian Cast or 5% discount for when a Producer engages a non-Canadian Performer in a CIPIP project. [(M) Appendix 18 – Canadian Independent Production Incentive Program (6. Schedule of Discounts of Minimum Fees)]
- Modifications to Appendix 21 of the IPA have been made that recognize the multipartite agreement establishing the Comité national de santé et de sécurité au travail (secteur de l'audiovisuel) in Québec and the language being asserted by other Unions and Guilds. Provision added that specify the AQPM may collect money from Producers to fund the Committee. [(N) Appendix 21 Provisions applying to Québec only]
- The Parties agreed to a new Appendix that specifies a definition for Toronto meaning the regions of Durham, Halton, Peel, and York. This definition is in relation to articles A3701 and C501 of the Agreement which deal with Background Performer counts. [(P) Appendix X – Definition of "Toronto"]

ACTRA