

AGREEMENT

between

NATIONAL'S CAPITAL TELEVISION INCORPORATED
(Hereinafter known as the "Company")

and

ALLIANCE OF CANADIAN CINEMA, TELEVISION AND RADIO ARTISTS
(Hereinafter known as "ACTRA")

covering

FREELANCE PERFORMERS ENGAGED IN TELEVISION PROGRAMS

Term: September 1, 1991 through August 31, 1994

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ARTICLE 1 - RECOGNITION

- 101 The Company recognizes ACTRA as the sole bargaining agent for performers engaged for the production of programs, save and except for those performers excluded in Article 3 herein.
- 102 For the purposes of this Agreement, when the Company enters into a contract with any person or Corporation for the provision of services of a performer, such performer shall be deemed to be a performer engaged by the Company.
- 103 The parties acknowledge that the performers represented herein by the Alliance are self-employed. However, if any or all of the performers be declared by any third party, the decisions of which are legally enforceable, with respect to such performers and pursuant to the applicable Provincial or Federal legislation, the Agreement shall recognize the Alliance as the exclusive bargaining agent for a unit of such employees.

ARTICLE 2 - APPLICATION

- 201 This Agreement shall apply to all performers as defined herein participating in programs produced live or recorded by any means whatsoever for distribution by syndication or by any other method. This includes the sale and distribution of such programs to broadcasting outlets situated within and/or beyond the boundaries of Canada.
- 202 This Agreement represents minimum rates, fee and working conditions. All persons engaged in any category of performance within the scope of this Agreement shall be compensated at rates not less than those provided herein and not be subject to working conditions that are less favourable than the provisions of this Agreement.
- 203 Programs or series of programs produced by, for or purchased by the CTV Network, shall be governed by the existing ACTRA/CTV Network Agreements in all respects.

ARTICLE 3 - EXCLUSIONS

- 301 The following classifications of performer shall not be covered by this Agreement:
- (a) A NCTI full-time employee utilized as a staff announcer (as defined herein) only.
 - (b) 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.
 - (c) A member of the public appearing incidentally as part of a

public event or as a member of a studio audience, or a contestant participating in a quiz program or program game, provided that such person is not rehearsed to develop an individual characterization.

(d) A person holding, or a candidate for, public office when participating in a program or program segment on political affairs.

(e) A person who participates in a religious broadcast, but excluding a dramatized program on a religious theme.

(f) A dancing group, choir or chorus of any ethnic, religious, military, educational, cultural or philanthropic organization not operated for profit. Any such group may appear a maximum of two (2) occasions in any twelve (12) month period.

(g) An amateur athlete demonstrating any aspect of the sport in which he/she specializes.

(h) (i) A teacher or student participating in an educational broadcast.

(ii) A person appearing as himself/herself on a broadcast produced in cooperation with a school, college, university or educational organization.

(iii) A person appearing in a public service broadcast who is associated with a recognized community organization.

(i) A contestant on any bona-fide amateur talent opportunity' program which involves competition, out of which a winner is chosen on each program, provided that such contestant shall be limited to three (3) appearances as an amateur on any such series in any twelve (12) month period. The competitions referred to specifically do not include plays or operas but will include contestants, either individually or as groups, to present excerpts from plays or operas,

(j) Any Federal, Provincial or Municipal public officer when appearing in any television program primarily for the purpose of a ceremony or recruitment, education or information relating to the operations of that office or department or service.

(k) A child under sixteen (16) years of age appearing as himself/herself with the exception of a child performing as, but not limited to, an actor, singer or dancer, or performing the duties of host, interviewer or emcee.

(l) A reporter, analyst or commentator or a full-time employee of the Company when appearing in regular newscasts or news program.

302 partial Exclusions. A person in any of the following categories may be engaged to appear up to five (5) times in any twelve (12) month period without being qualified by a work permit issued by ACTRA or by membership in good standing in ACTRA, but on the sixth (6th) and following occasions shall become qualified by obtaining either work permits or membership:

(a) an interviewer or interviewee;

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

The Company agrees to notify ACTRA when a performer has been engaged in an excluded category in excess of five (5) appearances.

303 ACTRA Member Not Excluded. When a member of ACTRA is engaged in any of the above excluded categories, except clauses 301(d) and (j), the rates and conditions of this Agreement shall apply to such members unless the ACTRA member involved is, or becomes, a regular full-time employee of the Company in any category covered by clauses 301(a) and (l). The participation of an ACTRA member in an excluded category shall not require the qualification of non-ACTRA participants who also appear in excluded categories of performance.

304 A performer may apply to the General Secretary of ACTRA or his/her designee, to be granted a waiver when appearing for self-promotion purposes only. This shall not apply if the performer is actually performing (for example a singer singing).

ARTICLE 4 - PERFORMANCE DEFINITIONS

Persons covered by this Agreement shall be any performer engaged to appear on-camera or whose voice is heard off-camera in any way whatsoever, and/or in warm-up and after-shows.

401 Actor means any person engaged to speak or mime less than ten (10) lines of dialogue or lyrics, or a person engaged to perform a supporting role or whose performance constitutes an individual characterization notwithstanding the absence of dialogue.

402 Cartoonist means a performer who draws cartoons or caricatures as part of a performance.

403 Chorus Performer means a performer engaged to appear in a program in the combined categories of group singer, group dancer and extra.

404 Combined Performer means any performer who is contracted by the Company for a minimum of thirteen (13) continuous weeks.

405 Dancers.

Dancer means a performer engaged to dance either alone or with others.

(b) Group Dancer means two (2) or more dancers, except duos, engaged to dance.

406 Extra means a performer who is not required to give individual characterization or speak or sing any word or line of dialogue provided, however, that ad lib crowd noises shall not be deemed dialogue.

407 Freelance Announcer means a performer engaged by NCTI to perform duties as provided for a staff announcer but who is not a regular full-time employee of NCTI.

408 Host means a performer who introducer or links segments of a program. Included among the categories of a "host" are:

- (a) Master of Ceremonies
- (b) Moderator
- (c) Quiz Master

409 Model or Demonstrator means a performer engaged to display or physically illustrate a product, idea or service.

410 Narrator or Commentator means a performer engaged to perform narrative material or commentary on or off-camera.

411 Off-Camera Performer means a performer engaged to provide off-camera voicing and who is not involved in an on-camera performance.

412 performer shall include any person engaged as an actor, model or demonstrator.

413 Photographic Double means a performer engaged to substitute for a member of the cast during on-camera long shots and other scenes in which the photographic double is not recognizable.

414 Principal Actor means any person engaged to speak or mime eleven (11) or more lines of dialogue or lyrics, or a person engaged to perform a major role without dialogue, e.g. screenplay "Johnny Belinda".

415 Principal Performer shall include any person engaged as a principal actor, announcer, commercial announcer, cartoonist, commentator, dancer (solo or duo), singer (solo or duo), host, narrator, master of ceremonies, puppeteer or skater (solo or duo).

416 Puppeteer means a performer who manipulates a puppet or gives

character to or animates an inanimate object by manipulating that object. Should a puppeteer be required to provide voicing, additional payment equal to the fees for off-camera performer shall be required.

417 Singers.

(a) Singer means a performer engaged to sing either alone or with others to give vocal renditions or musical composition(s).

(b) Group Singer means two (2) or more performers, except duos, engaged to sing.

418 Specialty Act means any packaged act, either individual or group, which is available except for camera rehearsal as a rehearsed entity, ready for performance prior to engagement.

419 Sportscaster means a performer who does play-by-play description of a sporting event or who reports or announces what has transpired, is transpiring or is to transpire in the sporting field, or an announcer specializing in sports or commenting thereon.

420 Stand-In means a performer engaged to replace physically another performer during the set-up period.

421 Variety Principal means a performer engaged to appear in any combination of the categories of actor/singer/host/dancer.

ARTICLE 5 - DEFINITION OF TERMS

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

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

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

504 Call means notification to a performer of the place and hour of work.

505 Combined Performer. Any performer who is contracted by the Company for a minimum of thirteen (13) continuous weeks shall be governed by the following conditions:

(a) The performer shall be available for a maximum of seventy (70) hours averaged over a two (2) week period commencing with the first week. Any additional hours of work in a two (2) week

span and/or any work on statutory holidays undertaken by mutual written agreement shall be compensated at double the hourly rate.

(b) The performer may be used in any combination of categories, including as a voice-over in the production of commercials which are part of the daily "book", in one daily program but not necessarily restricted to the same program series.

(c) The performer cannot be released except on four (4) weeks' notice effective not sooner than the end of the thirteen (13) weeks. Effective with the second (2nd) year of continuous employment, the notice period shall be a minimum of eight (8) weeks and effective with the fifth (5th) year of continuous employment, the notice period shall be a minimum of ten (10) weeks.

(d) The performer shall be guaranteed a minimum payment as follows:

September 1, 1991	\$854.00	(\$24.40 per hour)
September 1, 1992	\$871.00	(\$24.90 per hour)
September 1, 1993	\$888.50	(525.40 per hour)

(e) Any exclusivity provision in such contracts shall require additional negotiated fees.

(f) In the event that the program is distributed to any other station, the performer shall be paid a step-up fee, based on the length of the program, in accordance with the step-up calculation formula as follows:

(i) The category of performance shall be used to calculate the fee per program shown in the performance fee schedule of this Agreement.

(ii) The amount determined in (i) above shall be multiplied by the appropriate step-up rates..

(iii) Should a program be repeated, the calculation of (i) above shall be multiplied by the appropriate repeat fee prescribed for programs in this Agreement.

(g) For a fifty-two (52) week contract, the combined performer shall be entitled to a minimum of two (2) weeks' vacation for the first contracted year and three (3) weeks' vacation in the second year and four (4) weeks' vacation after seven (7) years (in the eighth [8th] year) and each year thereafter.

506 Commercial Message means any message pertaining to a sponsor, his/her products and/or services, except that the mention of a sponsor's name and/or product(s) and/or services only does not, in itself, constitute a commercial message. A commercial message

is not less than 10 seconds nor more than ten minutes in length.

- 507 **Contracted Fee** means the fee for performance and guaranteed work time shown in the performer's contract.
- 508 **Dubbing** means a voice synchronization to on-camera performance or animation and shall include:
Lip Synchronization which means the voice synchronization by a performer off-camera to match the on-camera performance of another performer or voice synchronization by a performer off-camera to match a filmed animation.
- 509 **Engagement**. An engagement shall, for the purposes of this Agreement, mean an engagement as a performer in a single program or an episode in a series.
- 510 **Episode** means one (1) unit of a production in any series as defined in this Article.
- 511 **Full-Time Employee**. A full-time employee, (e.g. staff announcer), for the purpose of this Agreement, shall mean any performer employed on a full-time basis, receiving all the benefits lawfully accruing to persons with Company employee status, including but not limited to eligibility for Unemployment Insurance, vacation with pay, basic hospital and welfare plan and participation in the Company Pension and Supplementary Insurance Plan. Reasonable verification of employee status (excluding salary as defined herein) shall be provided to ACTRA upon request on an individual basis.
- 512 **Infomercial** is a "commercial message. of not less than 10 minutes or more than 30 minutes in length having either one or a group of sponsors (usually of similar products).
- 513 **Line of Dialogue** means a line of script not exceeding ten (10) words.
- 514 **Off-Camera** means a performance which is not picked up by the cameras.
- 515 **Overscale Payment** is a payment in excess of the minimum broadcast fee, and/or the work fee, and/or the residual payment fees as specified in the individual contract and may include negotiated overtime and penalty provisions. All other clauses of the Agreement will continue to apply.
- 516 **Performers' Gross Fees**. For the purpose of this Agreement, gross fee(s) shall mean the performer's contracted fee including all work time at hourly and overtime rates, penalty payments and payments made for re-use, distribution, sale, etc. 10
- 517 **Pilot** is a program which is produced as one of a projected series

of programs to enable the producer to determine whether he/she will produce the series at a later date.

- 518 Post Synchronization means the voice synchronization by a performer of his/her voice to his/her own on-camera performance.
- 519 Prerecording means the recording for later use by any means of all or any part of the video and/or audio components of a television production.
- 520 Program is a produced entity for broadcast either live or by means of a recording by any means whatsoever and includes a program segment.
- 521 producer shall mean the person, individual company, corporation or organization who controls, finances, administers, directs and is responsible for the production of any film or program or the authorized officers, employees or agents of such person, individual company, corporation or organization.
- 522 Risk Performance means the undertaking of any action by a performer which could be considered dangerous, beyond that performer's general experience, or the placing of the performer in a position which would normally be considered hazardous.
- 523 Series shall include the following forms of series programs:
- (a) Episodic Series. A series of programs, each complete in itself, held together by the same title or identifying device, common to all the programs in the series, plus main characters common to many or all the programs.
 - (b) Serial a series of programs in which, generally, the same characters carry on a continuing narrative.
 - (c) Unit Series a series of programs, each complete in itself, held together by the same title, identifying device, or a personality (as distinguished from a character) common to all programs in the series.
- 524 Simulcast means a production broadcast over both television and radio.
- 525 Single Unit means a program intended for broadcast as a single show, broadcast or program, and not as part of a unit series, episodic series or serial.
- 526 Sportscaster.
- (a) The sportscaster shall be available for a maximum of eighty (80) hours averaged over a two (2) week period commencing with the first week. Any additional hours of work within a two (2) week span shall be paid at one and one-half (1/2) times the

hourly rate. Work performed on statutory holidays undertaken by mutual written agreement shall be compensated at double the hourly rate.

(b) The sportscaster may be used for the reporting and reading of up to two (2) daily sportscasts and one (1) segment of a weekly sports program. This does not include hosting or colour commentary on a separate live or taped sports program.

(c) On a fifty-two (52) week contract, the sportscaster shall be entitled to a minimum of two (2) weeks' vacation for the first contracted year and three (3) weeks' vacation in the second year and four (4) weeks' vacation after seven (7) years (in the eighth [8th] year) and each year thereafter.

(d) Notice of cancellation of a contract as per the terms and conditions described in clause 505(c).

(e) As part of a probationary period sportscaster may be initially engaged from a minimum of thirteen (13) to a maximum of twenty-six (26) weeks on a per occasion basis based on the following rates:

September 1, 1991	\$153.50
September 1, 1992	\$158.10
September 1, 1993	\$164.45

On completion of the thirteen (13) or twenty-six (26) week probationary period, the sportscaster shall be engaged under a fifty-two (52) week contract as follows:

		<u>Sept. 1/91</u>	<u>Sept.1/92</u>	<u>Sept.1/93</u>
<u>1st Year Rates</u>	-Annual	\$33,924.38	\$34,942.11	\$36,339.79
	-Bi-Weekly	\$ 1,304.78	\$ 1,343.92	\$ 1,397.68
	-Hourly	\$ 16.31	\$ 16.80	\$ 17.47
<u>2nd Year Rates</u>	-Annual	\$36,406.66	\$37,498.86	\$38,998.81
	-Bi-Weekly	\$ 1,400.26	\$ 1,442.27	\$ 1,499.96
	-Hourly	\$ 17.50	\$ 18.03	\$ 18.75
<u>3rd Year Rates</u>	-Annual	\$39,482.98	\$40,667.47	\$42,294.17
	-Bi-Weekly	\$ 1,518.58	\$ 1,564.14	\$ 1,626.71
	-Hourly	\$ 18.98	\$ 19.55	\$ 20.33
<u>4th Year Rates</u>	-Annual	\$44,214.14	\$45,540.56	\$47,362.18
	-Bi-Weekly	\$ 1,700.54	\$ 1,751.56	\$ 1,821.62
	-Hourly	\$ 21.26	\$ 21.90	\$ 22.78

527 Spot Carrier is a program which contains one or more spot commercials but which is not sponsored.

- 528 Staff Announcer means a regular full-time employee of the Company, employed to deliver, but not restricted to, commercial messages, news and/or station continuity material.
- 529 Tags. An insert tag is an allowable insert of not more than ten (10) seconds in length which may be placed at any point of the commercial for the purpose of adapting it to different factual information as provided by the following: Product/Service Changes; Factual Information; Dealer/Franchise Commercials; Regulatory/Regional Changes.
- 530 Warm-Up and After Show means planned entertainment for studio audiences either before, during or after the program.

ARTICLE 6 - QUALIFICATION OF PERFORMERS

- 601 Canadian Residents. The Company agrees to give preference of engagement to Canadian resident performers.
- 602 Work Permits. On application of persons who are not members of ACTRA when engaged as performers, ACTRA will issue work permits for the following:

(a) Performers who are resident in Canada shall pay a work permit fee to ACTRA *for* each engagement as follows:

	<u>Apr.1/92</u>	<u>Sept.1/92</u>	<u>Sept.1/93</u>
(i) Actors, models, group singers and dancers	\$26.00	\$28.00	\$29.00
(ii) All other performers	\$54.00	\$56.00	\$58.00

Work permits paid by performers in accordance with the above provisions shall be credited towards qualification for membership as outlined in the Constitution of the ACTRA Performers Guild.

- (b) Except where a Reciprocal Agreement between ACTRA and another performers' union provides otherwise, when a non-Canadian performer is engaged by the Company, such performer shall make application to ACTRA for a work permit. The fee for such permit shall be:

<u>Apr.1/92</u>	<u>Sept.1/92</u>	<u>Sept.1/93</u>
\$115.00	\$116.00	\$117.00

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

<u>Apr.1/92</u>	<u>Sept.1/92</u>	<u>Sept.1/93</u>
\$17.00	\$18.00	\$19.00

This work permit fee shall **not** be credited towards qualification for ACTRA membership.

- (d) Should clause 203 herein become effective, post-production, additional work permit fees shall be deducted from step-up fees, by means of clause 806.

ARTICLE 7 - STEWARDING FEES AND ACCESS TO PREMISES

- 701 Steward. ACTRA may appoint stewards for each program on which a performer is engaged. The steward shall receive any complaints or grievances and shall act as a representative of ACTRA. It is agreed that an accredited representative of ACTRA shall be admitted, with Company permission, to any place where performers are working. Such Company permission shall not be unreasonably withheld. The producer's signature on the ACTRA-approved report sheet shall indicate that the information contained on such a report sheet, and the Company's pay sheet, agree in the essential details.
- 702 Stewarding Fees. Effective July 1st, 1987, the Company shall not include payments made for re-use, distribution or sale of a program when calculating the ACTRA Stewarding Fee - 1% of gross fees paid to all performers engaged within the scope of the Agreement.

ARTICLE 8 - OBLIGATIONS OF THE COMPANY

- 801 All roles in a production shall be open to all performers regardless of age, sex, race, creed or national origin, except those roles which may be restricted because of specific requirements. In initiating casting sessions, engagers shall indicate as known, those roles which are so restricted.
- 802 Performer Must Be Qualified. The Company shall not require a performer to work in any program with any other person who is not qualified to work by membership in ACTRA or by holding a work permit or waiver issued by ACTRA, except in the case of persons excluded in Article 3 of this Agreement. NCTI will endeavour to qualify the performer and deduct the appropriate work permits as required.
- 03 Artistic Competence. Company assumes the risk of the artistic competence of a performer.
- 804 production] The] shall : m: (the t
appointed by : A prior to the " n: of work or rehearsal
the shooting : dle. An example of the information)
provided is as ll ws
- 1) Name of producer] independent : cl]
2) Title of production.

- (c) Rehearsal and production dates and locations.
 (d) Cast list of performers and extras including excluded categories.

In the event such information is not available prior to the first scheduled work day, it will be supplied as soon as available.

- 805 Right to Negotiate. The Company shall not restrict the right of anyone covered by this Agreement to negotiate terms (including rates) and conditions in excess of the minimum provisions of this Agreement. Performers engaged at terms or conditions in excess of the minimum provisions of this Agreement shall be entitled to exercise all the benefits and protection of the provisions of this Agreement.
- 806 Assignment of Fees. All payments shall be made directly to the performer unless written authorization has been received by NCTI from such performer authorizing payment to another party, or as may be required by law.
- 807 Access to Studio or Location. An accredited representative of ACTRA shall be admitted with permission from a NCTI representative to the place where performers are working in a production. Such permission shall not be unreasonably denied.
- 808 Independent Producer. In the event that NCTI engages or commissions an independent producer to produce a program, and where no agreement exists between the independent producer and ACTRA, NCTI shall in any agreement with such producer, include a provision requiring such independent producer to conform to terms and conditions of this Agreement by means of a Letter of Adherence.
- 809 Maintenance of Records. When requested by ACTRA, NCTI shall furnish ACTRA with a copy of payroll information relating to any designated performer in any program.

ARTICLE 9 - RECORD OF WORK

- 901 The Company and ACTRA shall consider the most practical method of maintaining a record of actual time worked by freelance performers based upon a system allowing the performer to sign a record of actual hours worked. The signature of a performer shall indicate that the performer agrees to essential details regarding hours of work.

ARTICLE 10 - CONDITIONS OF ENGAGEMENT

- 1001 Booking of Performer. A performer shall be considered engaged when he/she has been booked and confirmed in writing.
- 1002 Contract to be Completed. The Company shall not require any

twenty-eight (28) days, and the performer shall be paid for all time booked within such twenty-eight (28) day period. In addition, the performer shall be paid four (4) times the program contracted fee, or for the remaining programs, whichever is the lesser.

(c) In the event that a frequency discount has been applied and the contract is cancelled, the fee paid to the performer, for the work performed, shall be adjusted to the appropriate minimum rate. This provision shall not apply if the number of programs required to achieve the discount has been produced.

- 1105 Cancelled Production. Subject to the provisions of clause 1103, a performer engaged in writing for a single production shall be paid the contracted fee if such production is cancelled, unless he/she receives seventy-two (72) hours notice prior to the first scheduled rehearsal, or unless such Cancellation is caused by reason of insubordination or misconduct of a serious nature on the part of the performer.
- 1106 Notwithstanding the above, the Company shall be required to reimburse the performer to the extent of the contract when such cancellation occurs after the performer has already declined a second engagement in favour of the Company booking, and where such action can be substantiated to the Company, to the extent that the performer has been unable to obtain equivalent other booking.
- 1107 Four (4) Weeks' Notice to Established Character. A performer, who by virtue of successive appearances in the same role in a program series has become identified with the character enacting the role, shall be bound to accept an engagement for any program in the series incorporating such character, if four (4) weeks' notice is given by the Company, but the Company shall relieve such performer of the requirement to appear as such character in a program if the performer gives the Company four (4) weeks' notice in writing of an intention not to appear.
- 1108 Dismissal of Member of Singing or Dancing Group. Any performer who is a member of a singing or dancing group, who has appeared on three (3) or more consecutive programs of a program series, shall receive at least two (2) weeks' notice of termination or engagement from such series of programs or two (2) weeks, payment in lieu of notice. Such performers wishing to terminate their engagement with the Company for such series of programs shall be required to give two (2) weeks' notice. Notice in either case shall be given in writing.
- 1109 Company Must Pay Performer Engaged for Telecast Subsequently Cancelled. Notwithstanding anything herein contained, if the telecast of a program is prevented by governmental regulation or governmental order in a national emergency, or by the failure of telecasting facilities because of war or other calamity such as

fire, earthquake, hurricane or flood, act of God, or because of the breakdown of said telecasting facilities due to causes beyond the reasonable control of the Company, the Company shall be relieved of any financial responsibility for the payment of compensation for the program so prevented; provided that in such case the Company shall reimburse the performer for all out-of-pocket costs necessarily incurred in connection with such program. In addition, the performer shall be paid in full the applicable rehearsal rate for all hours rehearsed prior to notice of cancellation. The same consequences shall ensue if the program time is pre-empted for a telecast made necessary by developments of paramount national importance and notice of cancellation for such purpose is given to the performer promptly upon such notice having been received by the Company. Subject to the provisions of clause 1105 of this Article, where the program is cancelled or prevented for any other reason or where insufficient notice has been given under the preceding sentence, the Company shall pay the performer the full contract fee for the program so cancelled or prevented.

- 1110 Telecast Cancelled and Rescheduled. If a telecast cancelled for any of the above reasons should be rescheduled, the performers originally engaged shall have first opportunity to accept their assignment on such telecast.
- 1111 Postponed Telecast. If a postponed telecast involves a change in the call of a performer to another broadcast day, it shall be treated as a cancelled telecast. In the event that a telecast is postponed to a later hour of the same broadcast day (such change not having been made known to the performer twelve [12] hours in advance), then the hours intervening between the originally scheduled time for the performance and the time of the actual performance shall be considered as time worked. In the event that such call for postponement conflicts with the performer's prior commitments, the original performance shall be considered a cancelled telecast for which he/she shall be paid. Subject to the above provisions, the change of a performance from live to a prerecorded basis shall not be deemed to be a cancelled program.
- 1112 Options for Renewal of Work Cycle in Series. Where a performer is involved in a series of programs or episodes and is contracted for more than two (2) consecutive weeks of guaranteed work, the terms and conditions of the engager exercising an option to pick up further cycles of contracted work shall be subject to the following:
- (a) The engager shall advise the performer of the proposed period of the contract.
 - (b) The engager shall, prior to the execution of a contract, clearly inform the performer of proposed requirements for the exercise of options during the period of the contract, including the nature and method of notice for the engager to exercise the option for continued services of the performer.

(c) The engager shall incorporate in the contract a provision allowing the performer to exercise an option of cancelling the contract upon giving the engager a stipulated period of notice of cancellation to be effective upon the termination of each annual production run.

ARTICLE 12 - USE

- 1201 (a) Upon payment to the performers of at least the minimum fees per program, provided in Letter of Agreement #1 of this Agreement, the Company shall be entitled to one use of each program on Station CJOH and its automatic satellites.
 (b) Repeat Fees (Station CJOH and its automatic satellites). The Company shall pay fifty percent (50%) of the original contracted fee, inclusive of additional work time and overtime originally paid, for the first repeat telecast of any program. A further forty percent (40%), calculated as prescribed herein, shall be paid each performer, for each subsequent telecast.
- 1202 (a) Upon payment of a step-up fee equal to not less than the fee shown for the category of performance in the current ACTRA/CTV Network Performers Agreement, the Company shall be entitled to one use in each market area of Canada as shown in said Agreement.
 (b) Use on a Single Television Station. Upon payment to the performers involved in a program (except extras) of ten percent (10%) of the total contracted fee, including all work time paid at hourly or overtime rates and penalty payments, CJOH shall be entitled to sell a program to any single station in Canada, except to a station in the Toronto-Hamilton area where the payment shall be twenty percent (20%).
 (c) Any repeat telecasts by stations referred to in clauses 1202(a) and (b) herein, shall require payment to each performer, as provided in clause 1201(b).
 (d) Prepayment Options. Upon payment, at the time of production, to performers of the following percentages of gross fees earned during the production of a program, CJOH-TV may acquire unrestricted use rights specified below for a period of five (5) consecutive years (from the date of first release in the medium for which prepayment has been paid) in the applicable markets. CJOH-TV shall declare and specify the Media Uses of the program for which prepayment is being made in the individual contract of the performer. Prepaid use payments must be paid to the performers at the time of the production of a program.

<u>Media Uses</u>	<u>Canada</u>	<u>USA</u>	<u>Foreign</u>	<u>World</u>
Free TV (5 yrs.)	50%	50%	25%	85%
Pay TV (5 yrs.)	40%	45%	20%	70%
Cable/ETV (5yrs.)	20%	20%	20%	40%
Compact Devices (5 yrs.)	20%	20%	10%	30%
All Uses (5 yrs.) (except theatrical)	85%	95%	40%	145%

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

- 1203 Frequency Discounts. The original fees are also subject to discount as follows:
- | | |
|--------------------------|-----|
| (a) For 13 programs..... | 5% |
| For 26 programs..... | 10% |
| For 39 programs.. | 15% |
| For 52 programs..... | 20% |
- (b) The discounts provided herein shall not be applied if payment to the performer is made on the basis of a segment of the total length of program pursuant to clause 1205.
- 1204 Length of Program Determines Rates. The length of the program shall at all times determine the applicable rate, but for inserts either live or recorded in the body of a longer program of a dissimilar character, performers may be paid rates based on the total length of the insert with a minimum length of fifteen (15) minutes.
- 1205 Segments. Payments for qualified non-members and ACTRA members shall be as laid out in Letter of Agreement #1 for one appearance in one segment of a program for an appearance of fifteen (15) continuous minutes or less. If such performer is used incidentally throughout the program or in more than one fifteen (15) continuous minute segment, then the applicable program length of fees shall apply. It is understood that this clause shall not be applied for variety or drama programs.
- 1206 Supplemental Use. Any additional use shall be paid according to the relevant appropriate rates as contained in the current CTV Agreement.

ARTICLE 13 - ADDITIONAL DUTIES

- 1301 Understudy. A performer engaged to work as an understudy shall be paid the hourly rate provided for the category of ACTOR for all hours worked, with a minimum guarantee of four (4) hours for each day of work.
- 1302 Warm-up and After Shows. Performers engaged for warm-ups and after shows shall receive a flat rate:
- | | | | |
|-------------------|-------------------|-------------------|----|
| <u>Sept. 1/91</u> | <u>Sept. 1/92</u> | <u>Sept. 1/93</u> | |
| \$66.00 | \$67.30 | \$68.65 | LO |
- 1303 Simulcast. A performer engaged for a simulcast shall be entitled to the payment of a premium of thirty-five (35%) of the basic minimum rate for which he/she would otherwise be paid if there were no radio simultaneous broadcast.

1304 Extra Duties. Where any member of a singing or dancing group is requested to give additional services, the following minimum rates shall apply:

(a) Contacting performers, arranging for auditions, arranging for rehearsal, etc. :

<u>Sept. 1/91</u>	<u>Sept. 1/92</u>	<u>Sept. 1/93</u>
\$12.25	\$12.50	\$12.75

per hour (minimum payment being for two [2] hours)

(b) Supervising rehearsals or coaching during scheduled rehearsals.:

<u>Sept. 1/91</u>	<u>Sept. 1/92</u>	<u>Sept. 1/93</u>
\$28.25	\$28.80	\$29.40

per hour computed in half-hour segments

1305 Stand-In?.

(a) Stand-ins shall receive:

<u>Sept. 1/91</u>	<u>Sept. 1/92</u>	<u>Sept. 1/93</u>
\$12.75	\$13.00	\$13.25

for every hour or part thereof for which they are called, which in any case shall not be less than the minimum rehearsal call. Any hours worked beyond four (4) shall be paid a minimum of:

<u>Sept. 1/91</u>	<u>Sept. 1/92</u>	<u>Sept. 1/93</u>
\$19.25	\$19.65	\$20.00

(b) No performer during rehearsal shall be permitted to read any part other than his/her own, unless he/she is paid the applicable stand-in fees; however, persons other than performers may cue but not participate otherwise in the rehearsal.

(c) Stand-ins are not required to memorize, but may be required to read or ad-lib. If stand-ins are required to memorize or learn any material such as dialogue, choreography, pantomime or other performing routines, they shall be classified as understudies.

ARTICLE 14 - WORKING CONDITIONS

1401 (a) Work Day (Rehearsal or Camera). Except as provided in clause 1701, a work day shall consist of not more than eight (8) out of nine (9) consecutive hours. In the case of a technical breakdown beyond CJOH's control, one additional hour of work may be added to the eight (8) hours at the applicable hourly rate of the performer category of work.

(b) Overtime. Any hours worked in excess of eight (8) in any

one day shall be paid at the applicable overtime rate for the category of performance. All hours worked in excess of twelve (12) in any one day shall be paid at double the applicable straight time hourly rate.

(c) Included Work Time. Notwithstanding the above where two (2) or more programs are being produced on any one day, "included work time" up to a maximum of twelve (12) hours may be used. After twelve (12) hours of work on any one day, performers shall be paid at the applicable overtime rate.

- 1402 calendar Day. A work day starting one calendar day and continuing into the following calendar day, shall be deemed as one work day, namely the day on which work started. Should the work past midnight not have been scheduled, the performers involved shall be paid at double the applicable category hourly rate for each hour so worked.
- 1403 Holidays. Performers required to work on the holidays listed herein shall receive double the applicable category hourly rate. The following days shall be considered as holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving, Christmas Day and any other day declared a national statutory holiday.
- 1404 Overtime on Seventh (7th) Consecutive Day of Work. Any time worked by a performer on the seventh (7th) and subsequent consecutive day of work in the same program or series, shall be paid at the rate of double the hourly rate for the category of work involved.
- 1405 Double Time for Eighth (8th) Consecutive Day of Work. Any time worked by a performer on the eighth (8th) and subsequent consecutive day of work in the same program or series, shall be paid at the rate of double the hourly rate for the category of work involved.
- 1406 Minimum Call. The minimum call for performers engaged in any program except those produced pursuant to Article 29 shall be four (4) hours in any one day. This minimum call shall apply on both rehearsal and camera days.

ARTICLE 15 - REST PERIODS

- 1501 Rest Between Days. There shall be a rest period of not less than ten (10) hours between the end of one work day and the beginning of work on the next work day. If any performer is required by the engager to report for work within such a ten (10) hour period, he/she shall be paid for such hours at the rate of time and one half of his/her applicable hourly rate.
- 1502 Rest Period. There shall be at least one fifteen (15) minute

rest period provided before the lunch break and one fifteen (15) minute rest period after the lunch break.

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

ARTICLE 16 - MEAL PERIODS

- 1601 Meal Periods. Meal periods of one (1) to one and one-half (1 1/2) hours, as determined by the Company, shall be allowed at a time as close to normal periods (namely 11:00 a.m. to 2:00 p.m. for lunch and 4:30 p.m. to 8:00 p.m. for dinner) and otherwise as required by the terms of Collective Agreements governing the work conditions for production employees, but in no case shall the period between the end of lunch and the beginning of dinner exceed five (5) hours. If upon the expiration of such five (5) hours the camera is in the actual course of photography or recording, it shall not be a violation to complete that camera shot.
- 1602 Penalties When Worked. Where the exigencies of the production of a program make it necessary and if the performers agree to work during a meal period, they shall be compensated at time and one-half the applicable category hourly rate for the period of one hour in addition to any other fees applicable. Also, the meal period as provided herein shall be provided at the earliest time possible thereafter.
- 1603 Penalty Exception. If the beginning of the sixth (6th) hour of work falls within the course of photography, the completion of the shot shall not be considered a violation of the meal period requirements provided herein.
- 1604 Meals on Location. When normal restaurant facilities are available, performers shall provide for their own meals. However, if the location is remote and such facilities are not

available, CJOH shall provide meals at its expense or provide transportation to the nearest point where meals may be had at the performer's expense.

ARTICLE 17 - ON LOCATION BETWEEN WORK DAYS

1701 Payment When Away From Home Between Scheduled Work Days. A performer required to be away from home on location or in a community outside the performer's residence area during an engagement between scheduled days of work, shall receive payment for such days on the basis of the following percentages based upon the fee provided in this Agreement for the category of work involved for an eight (8) hour day when the performer is not called to work.

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

(b) Actuality Programs. In the case of actuality programs, the performer shall be paid an amount equal to thirty-seven percent (37%) of the eight (8) hour fee for the appropriate category of performance for each such day.

1702 Payment for Transportation Home. In the event that CJOH does not wish to make the payments provided in clause 1701, the performer shall be provided full return economy air, or first class rail transportation, for the location to his/her home on each occasion.

ARTICLE 18 - DOUBLING OUT OF CATEGORY

1801 Performers Doubling Out of Category. Performers who are engaged to perform in more than one category shall receive an additional payment of fifty percent (50%) of the total fee including extra rehearsal, but excluding overscale for each double. This additional payment shall be based on that category carrying the highest fee.

1802 Doubling in Variety Programs.

(a) A singer, dancer or *chorus* performer in a variety program may perform as an actor in extra or actor classifications on payment of the fee equivalent to the appropriate extra or actor fee for the program concerned. There shall be no additional rehearsal included for such service.

(b) A singer in a variety program may take part in group

movement without additional compensation where such movement is an essential part of the staging of the program concerned.

- 1803 Incidental Doubling. An actor may do such minor singing or dancing as is an integral part of a dramatic role without additional compensation. A solo singer may speak lines or dance a few steps which are incidental to his/her role, or a solo dancer may speak lines or do such minor singing which is incidental to his/her role, without additional compensation.
- 1804 Adjustments for Performers in Opera and Musical Comedy Roles. A performer in a program which can be defined as opera, light opera or musical comedy may, upon the payment of an additional fifty percent (50%) of the total fee, including extra rehearsal, perform in all categories according to the requirements of the role being played.
- 1805 Participating in Crowd Noise. Participation in crowd noises shall not be considered as doubling and is permissible without additional compensation.

ARTICLE 19 - DOUBLING IN CATEGORY

- 1901 Actors. An actor doubling in category within the entertainment portion of a telecast, shall be paid at the rate of fifty percent (50%) of the minimum guarantee for the highest classification for each such double. All rehearsals involved shall be concurrent.
- 1902 Singers.
- (a) A soloist is a singer who sings alone, or steps out of a group to sing more than sixteen (16) bars of music.
- (b) A singer engaged as a soloist and required to perform other than as a soloist in a group shall be paid fifty percent (50%) of the applicable minimum guarantee group fee in addition to the soloist fee. This shall not apply to a soloist singing a role for an opera, oratorio or musical comedy, where the soloist engages in group singing as an integral part of the role.
- 1903 Dancers Doubling in Category. Dancers doubling in category shall be paid the rates of the smaller group in which they perform.
- 1904 Group Dancer Doubling as Soloist: Where any dancer steps out of a group to dance alone to more than sixteen (16) bars of music, such dancer shall be classified as a soloist.
- 1905 Computing Singers' or Dancers' Group Rates. No performer in a major role or any member or members of a specialty act or chorus or-choir conductor shall be considered as a part of the singers' or dancers' group in determining the appropriate rate, i.e. to increase the size of the overall group. 25

ARTICLE 20 - PUBLICITY, STILLS, TRAILERS AND PROMO

2001 Program Excerpts. An excerpt of not more than two (2) minutes in length or a recording involving a performer, may be used as a trailer or promo for the promotion of the program or programs within a series from which the excerpt has been taken, without additional payment to the performer.

2002 Performers in Promos. Performers engaged in a program or series for which a promo is produced during the production of a program shall be paid as follows and the promo may be used without limitation in connection with such program:

	<u>Sept. 1/91</u>	<u>Sept. 1/92</u>	<u>Sept. 1/93</u>
Performance Fee Per Promo	\$82.50	\$84.15	\$85.85

The above fee is for two (2) hours of work time; any time worked over two (2) hours shall be paid at the hourly rate of category for performance.

2003 Promos for Series, Serials or Specials. When a performer is required to take part in the production of a promo (including still photography except when candidly or incidently taken during the actual taping of the production), for use on television publicizing a television program, series or serial in which he/she participates, the following fee shall be paid to the performers:

(a)	<u>Sept. 1/91</u>	<u>Sept. 1/92</u>	<u>Sept. 1/93</u>
	\$82.50	\$84.15	\$85.85

for each promo ~ two (2) hours work time included. Additional work time shall be paid for at the performer's applicable hourly rate. This payment includes thirteen (13) weeks of use.

(b)	<u>Sept. 1/91</u>	<u>Sept. 1/92</u>	<u>Sept. 1/93</u>
	\$73.25	\$74.70	\$76.20

for the second or subsequent thirteen (13) weeks of use for the same promo (except extras).

2004 The performer may NOT take, or cause to be taken, still pictures on the set or location, without the full knowledge and consent of the Company.

ARTICLE 21 - AUDITIONS

- 2102 Program Auditions. Program auditions requested by the Company may not be shown to the public generally, but may be performed before prospective sponsors and/or studio audience. Each performer on such program audition shall be paid one-half (1/2) of the telecast rate applicable to his/her category; included rehearsal shall be the full number of hours included in the telecast minimum guarantee and extra rehearsal required shall be paid at the full extra rehearsal rate. However, any such program subsequently broadcast will be adjusted to not less than the applicable fee.
- 2102 Performer Auditions. A performer may audition off-camera or take a TV test without compensation to the performer. However, any performer engaged to take part in other persons' auditions or TV tests shall be paid at the rate of:

<u>Sept. 1/91</u>	<u>Sept. 1/92</u>	<u>Sept. 1/93</u>
\$12.75	\$13.00	\$13.25

per hour, with a minimum guarantee of two (2) hours.

- 2103 Auditions for Chorus Singers or Dancers. Where a performer audition is to be held for chorus singers or dancers for a program or series of programs, notice of such auditions with necessary details, shall be given to ACTRA's local representative three (3) days prior to such audition.
- 2104 Group Singer Not Accepted For Broadcast. Any singer who takes a TV test as a member of a group but is dropped from such group when it is accepted for a telecast (or a series of telecasts) shall be paid for the test at a fee based upon the hourly rate for the group singer (or at principal performer rates for soloist and duo).

ARTICLE 22 - CAST CREDITS

- 2201 Principal performers and specialty acts shall receive appropriate cast credits on appropriate programs.
- 2202 Reference to the Company and/or Sponsor. A reference to or mention of the Company and/or sponsor shall not be deemed to be a credit and no limitations whatsoever shall apply to the identification of any program of either the Company or the sponsor.
- 2203 Omission of Credits. The Company shall not be deemed to have reached this provision if a cast credit is omitted on a live telecast due to unavoidable contingencies occurring during the telecast.

ARTICLE 23 - TIME FOR MAKE-UP, DRESSING, COSTUME FITTING

- 2301 Make-up and dressing, including any incidental fittings, repairs and the like, shall be considered as scheduled work time in all respects.
- 2302 performers will receive credit for one (1) hour's work on each occasion they are required by the Company to appear outside the studio premises for choosing or fitting wardrobe or wigs, if such time is not otherwise being credited as work time.
- 2303 If actual time used in such costume fittings is regularly considerable in excess of one (1) hour, a steward will be assigned to keep track of time and, upon certification by such steward and the costumer, the Company will credit full time spent.

ARTICLE 24 - WARDROBE

- 2401 Regular Wardrobe means any apparel which is in the personal wardrobe of a performer.
- 2402 Special Wardrobe. Wigs, costumes, special appurtenances and clothes and apparel, other than those specified under the above paragraph, shall be considered as special wardrobe if required by the Company.
- 2403 Performers shall supply their own regular wardrobe only, and any additional wardrobe shall be provided by the Company. Specialty acts or units may supply their special wardrobe if so contracted.
- 2404 Repair or Replacement of Damaged Wardrobe. In the event that either regular or special wardrobe furnished by a performer is damaged during rehearsal or program through negligence on the part of the Company or through an accident for which the performer is not responsible, the Company will reimburse the performer for the cost of the repair or replacement, as the case may be; the notice of such damage must be given to the Company's representative on the program, prior to the performer leaving the studio. The performer must submit to the Company a receipt for the paid bill covering the cost of such repairs or replacement. Performers shall insure and keep insured all articles supplied by them, for use in production, which are of particular value, such as furs, jewellery or other articles of peculiar expense, and the Company shall be responsible for payment only of the deductible portion payable under such insurance policies.
- 2405 Performer Liability. In the event that regular or special wardrobe furnished by the Company, or other Company property, is damaged during rehearsal or program through negligence on the part of the performer, the performer will be liable for the cost of repair or replacement as the case may be.

ARTICLE 25 - WORKING ENVIRONMENT

- 2501 The Company will continue to make adequate provision for the safety and comfort of performers during their engagement and without restricting the generality of the foregoing, shall provide in, or adjacent to all studios and rehearsal halls, drinking water and washroom facilities, lockers and clothes racks and facilities for wardrobe repairs.

ARTICLE 26 - TRAVEL EXPENSES AND PAID TRAVEL TIME

- 2601 Time spent by a performer to travel to an engagement when such engagement is more than twenty-five (25) miles from the Company offices, shall be paid for at the additional work time rate in half-hour segments. Such payment for travel time shall not exceed (8) hours in any one day.
- 2602 Where transportation, accommodation and meals are not provided during on-location production, the Company shall pay to the performer upon submission of receipts and/or vouchers where applicable:
- (a) Actual transportation expenses on scheduled carriers covering economy air or first class rail fare.
 - (b) A mileage allowance of \$.36 per mile/\$.225 per kilometre if the performer is required to use his/her own automobile. Where a performer rents or leases an automobile at the direction of the Company, the Company shall pay all costs of renting or leasing in connection therewith.
 - (c) The expense of all taxis, limousines or other transportation costs which the performer is required to pay out-of-pocket in order to get to and from the destination requirement by the engagement.
 - (d) The costs of hotel or motel accommodation for the performer.
 - (e) A per diem rate of:

Breakfast	\$ 8.00
Lunch	\$14.00
Dinner	<u>\$20.00</u>
	\$42.00

for each day in which the performer is required to be away from home to cover meals and gratuities.

- (f) Travel Outside of Canada. the Company shall pay all reasonable actual expenses incurred by the performer that are-supported by receipts where receipts are obtainable.

ARTICLE 27 - RISK PERFORMANCE

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

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

ARTICLE 28 - INDEMNITY - ACTION IN DAMAGES

2801 The Company shall indemnify any performer against all legal costs and any judgment arising out of a script supplied to the performer by the Company and enacted as directed by the Company; provided the performer co-operates with the Company both in notifying it 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 authorization of the Company.

ARTICLE 29 - RECORDINGS

2901 Editing of Recordings. Recordings of programs which have been broadcast may not be edited or changed so as to alter the original form of the program except for changes necessary in the interest of eliminating bad taste or obvious error, or to present a condensed version of a sportscast or news event. However, this shall not prevent the Company from deleting any commercials in order to schedule or repeat a program on a sustaining basis, or for export, or to change or substitute commercial message or mentions of the original sponsor, to meet regional or local market requirements.

2902 Excerpts. The engager may take excerpts from a program in which a performer has participated, for use in another program, upon payment to the performer of a fee equal to the rate applicable in the same category of performance as in the original program, but applicable to the length of the new program in which it is to be used. All other terms and conditions of this Agreement shall apply to the new program as if the performer had actually participated. In the case of a performer required to participate in new work for the program, a second contract of engagement shall be issued. This clause shall not apply when an excerpt is used as a promo pursuant to clause 2001.

2903 Continuous Recording of Program. For the purpose of obtaining a continuous recording of any program, the performers undertake to repeat portions of the program immediately following the complete performance, in which case payment shall be at the appropriate

additional work time rate for the time worked in excess of the included work time in accordance with the category of the service performed.

2904 Retakes, Added Scenes and Post-Synchronization. Whenever a performer is required to return to work following the completion of the regular schedule of work:

- (i) in retake(s) of visual scenes, or
- (ii) in new or added visual scenes, or
- (iii) on retake(s) of audio tape or track, or
- (iv) on new *or* added audio tapes or tracks

the following conditions of work shall apply:

(a) The performer shall be paid the hourly rate of the applicable category of work with a minimum two (2) hour call.

(b) The performer shall be obligated to work on such retakes, new or added visual and audio production, except where such engagements conflict with a prior commitment made by the performer.

(c) Should there be a conflict of engagements, the engager shall reschedule work to permit the performer to keep his/her prior commitment.

(d) Such retakes and new or added visual *or* audio production or post-synchronization shall not be considered as dubbing.

ARTICLE 30 - OUTSIDE PERFORMANCES ("PICK-UPS")

3001 "Pick-ups" Outside Television Studios. There shall not, without the consent of the ACTRA Branch, be any television "pick-up", by any means, of performers while performing in any theatre, nightclub, circus, hotel, studio or location for the making of motion pictures and other places where performances are taking place. In the event of such consent, the performers shall be entitled to such additional amounts for the broadcast as may be provided in their individual contracts of engagement or the applicable broadcast scale, whichever is the higher. Such 'pick-ups' for news programs shall not require payment to the performers.

ARTICLE 31 - INSURANCE AND RETIREMENT SAVINGS PLAN CONTRIBUTIONS

3101 Insurance. Commencing on the effective date of this Agreement, the Company shall contribute an amount equal to three percent (3%) of the gross fee of each performer, payable by cheque to the ACTRA Fraternal Benefit Society, and to be mailed to the Local Office of ACTRA. These amounts shall be payable monthly, on or before the fifteenth (15th) of the month following the earning of

such fee.

- 3102 Retirement Plan. Commencing on the effective date of this Agreement, the Company shall contribute an amount equal to six and one-half percent (6 1/2%) of the gross fee of each performer for retirement benefits, payable by cheque to the ACTRA Fraternal Benefit Society at the Local-Office of ACTRA. Such amounts shall be payable within thirty (30) days following the earning of such fees.
- 3103 Commencing on the effective date of this Agreement, the Company shall deduct for retirement purposes from the gross fee earned by each performer an amount equal to three percent (3%) of such gross fee. The amounts so deducted shall be payable by cheque to the ACTRA Fraternal Benefit Society at the Local Office of ACTRA. Such amounts shall be payable within thirty (30) days following the earning of such fees.
- 3104 For the purpose of this Section, 'performer's gross fee' means fees for services and time provided to the Company, but exclusive of money paid to a performer by the Company for expenses, such as a per diem or travel receipts as agreed upon.

ARTICLE 32 - DRY REHEARSALS

- 3201 (a) Minimum Dry Rehearsal Fees for Performers. Dry Rehearsal to apply to drama, variety, programs, opera and ballet in which actors, singers and dancers are engaged, and shall not include any recording of the rehearsal or work during-such Dry Rehearsal.

(b) Hourly Rates for Dry Rehearsal.

<u>Category of Performer</u>	<u>Sept. 1/91</u>	<u>Sept. 1/92</u>	<u>Sept. 1/93</u>
Principal Performer	\$21.00	\$21.40	\$21.85
Actor/Performer	\$17.50	\$17.85	\$18.20
General Extra	\$11.75	\$12.00	\$12.25
Group Dancer or Singer	\$16.25	\$16.60	\$16.95
Variety Principal	\$22.75	\$23.20	\$23.65

(c) Minimum Call for Dry Rehearsal shall be four (4) hours on any one (1) day.

ARTICLE 33 - GRIEVANCE PROCEDURE

- 3301 In the event of a dispute between any member or members of ACTRA, or ACTRA and the Company in relation to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for the adjustment and settlement thereof.

STEP I A complaint or grievance concerning a freelance

performer or writer may be referred by an authorized representative of ACTRA to the Director of Human Resources or his/her designee.

STEP II Failing a satisfactory settlement of the oral complaint within fourteen (14) days, the grievance may be submitted to the company in writing and the Company shall meet with ACTRA representatives within seven (7) days from the date of receipt of the grievance in writing. Within a period of fourteen (14) calendar days from the receipt of the grievance in writing by the Company, the Company shall provide a written disposition of the grievance to the local ACTRA representative.

STEP III If the written reply of the Company remains unsatisfactory, the local ACTRA representative and the Director of Human Resources or his/her designee shall meet within a period of fifteen (15) calendar days from the date of the written reply referred to above to attempt to resolve the matter in dispute.

Within fourteen (14) days following such meeting, the Company shall deliver a written reply to the union. If such written reply is not acceptable to the union, the grievance may be referred to arbitration in accordance with the procedure outlined in the next Article.

The time limits provided in this Agreement may be extended by mutual agreement between the representatives of the parties, confirmed in writing.

ARTICLE 34 - ARBITRATION

- 3401** Failing a satisfactory settlement of a grievance between the parties to this Agreement, the matter in dispute may be referred to arbitration in accordance with the following procedure.
- 3402** The party requesting arbitration shall notify the other party in writing within a period of fourteen (14) days from the date of the last written reply to the grievance being referred to arbitration.
- 3403** The parties may, by mutual agreement, outline in writing the nature of the matter at issue for the assistance of the arbitrator.
- 3404** The parties agree to meet for the purpose of appointing a mutually acceptable arbitrator. In the event the parties cannot so agree, the matter shall be referred to the Minister of Labour for the appointment of a suitable arbitrator.
- 3405** Each of the parties hereto will share the expense and fees of the arbitrator equally.

- 3406 The proceedings before the arbitrator shall be expedited by the parties to this Agreement and may have the assistance of any employee or employees as witnesses, if so required.
- 3407 The arbitrator shall hear and determine the grievance and shall issue a decision, and the decision shall be final and binding upon the parties and upon any performer affected by it. Such decision must be implemented forthwith after its receipt unless some other time for its implementation is provided for in the award. There shall be no appeal from the award. The arbitrator shall not have the power to change, modify, extend or revise the provisions of this Agreement, or to award costs or damages against either party.

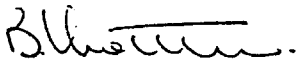
ARTICLE 35 - NO STRIKE OR LOCKOUT

- 3501 The parties to this Agreement covenant and agree that during the term of this Agreement, ACTRA shall not engage in, or permit a strike or work stoppage or direct any *member* of any Branch to refrain from accepting engagement with the Company, or interfere with the normal proceedings of engagement; and the Company will not refuse to engage members of ACTRA or interfere with the normal process of engagement.

ARTICLE 36 - DURATION

- 3601 This Agreement, and the Letters of Agreement hereto, shall commence on September 1st, 1991 and shall remain in force *for* a period of ~~thirty-six~~ (36) months, expiring at midnight August 31st, 1994.
- 3602 In the event that either party to this Agreement wishes to renew the Agreement, notice of amendments, changes, additions or deletions, shall be filed in writing with the other party not less than thirty (30) days or more than ninety (90) days prior to the expiry date of the Agreement.
- 3603 The parties shall meet to negotiate the terms of a new Agreement not less than twenty (20) days following receipt of the notice provided in clause 3602 above, except where the parties have mutually agreed upon an extension of the time period for such meeting.
- 3604 This Agreement shall remain in full force and effect during the period of negotiations, except that following the expiry date, such extension shall be a matter of mutual decision between the parties.

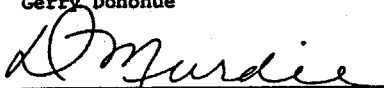
IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives this 26th day of October, 1992.



Bryn Matthews



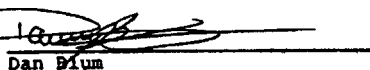
Gerry Donohue



Donna Murdie

Geoff Gruson

Ruth Chapple



Dan Blum

NATION'S CAPITAL TELEVISION'
INCORPORATED

ALLIANCE OF CANADIAN CINEMA
TELEVISION & RADIO ARTISTS

LETTER OF AGREEMENT #1

This will confirm the understanding reached during the negotiations of the Agreement which has an expiry date of August 31st, 1994, with respect to Minimum Fees for Performers, Sports Persons and Announcers.

FEES

SEPTEMBER 1, 1991 TO AUGUST 31ST, 1992

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

The following minimum fees shall be paid to performers in:

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

<u>PERFORMER CATEGORY</u>	<u>DAILY FEE PER PROGRAM</u>	<u>INCLUDED DAILY WORK HOURS</u>	<u>HOURLY RATE</u>	<u>OVERTIME RATE</u>	<u>WEEKLY RATE</u>
Principal Performer [Principal Actor Announcer Commercial Announcer Cartoonist Commentator Dancer (solo or duo) Singer (solo or duo) Host Narrator Master of Ceremonies Puppeteer]	\$290.00	8	\$29.68 -	\$44.53	\$1232.00
Performer [Actor Model Demonstrator]	\$231.84	8	\$23.90	\$35.85	\$1035.00

General Extras,
 Photographic Doubler and Stand-Ins:
 (No weekly rate)

<u>Length of Program</u>	<u>Daily Fee</u>	<u>WorkTime</u>	<u>Hourly</u>	<u>Overtime</u>
30 minutes or less	\$69.37	4	\$12.94	\$19.41
Over 30 .minutes	\$88.92	4	\$12.94	\$19.41

FEES**SEPTEMBER 1, 1992 TO AUGUST 31ST, 1993****1.1 MINIMUM FEES FOR PERFORMERS FOR ANY WORK DURING WHICH THE PERFORMANCE IS RECORDED BY ANY MEANS WHATSOEVER PER PROGRAM OR EPISODE IN A SERIES**

The following minimum fees shall be paid to performers in:

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

<u>PERFORMER CATEGORY</u>	<u>DAILY FEE PER PROGRAM</u>	<u>INCLUDED DAILY WORK HOURS</u>	<u>HOURLY RATE</u>	<u>OVERTIME RATE</u>	<u>WEEKLY RATE</u>
Principal Performer [Principal Actor Announcer Commercial Announcer Cartoonist Commentator Dancer (solo or duo) singer (solo or duo) Host Narrator Master of Ceremonies Puppeteer]	\$295.80	8	\$30.27	\$45.42	\$1256.64
Performer [Actor Model Demonstrator]	\$236.48	8	\$24.38	\$36.57	\$1055.70
General Extras, Photographic Doubles and Stand-Ins: (No weekly rate)					
<u>Length of Program</u>		<u>Daily Rate</u>	<u>WorkTime</u>	<u>Hourly</u>	<u>O/T</u>
30 minutes or less		\$70.76	4	\$13.20	\$19.80
Over 30 minutes		\$90.70	4	\$13.20	\$19.80

F E E SSEPTEMBER 1, 1993 TO AUGUST 31ST, 1994

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

The following minimum fees shall be paid to performers in:

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

<u>PERFORMER CATEGORY</u>	<u>DAILY FEE PER PROGRAM</u>	<u>INCLUDED DAILY WORK HOURS</u>	<u>HOURLY RATE</u>	<u>OVERTIME RATE</u>	<u>WEEKLY RATE</u>
Principal Performer [Principal Actor Announcer commercial Announcer cartoonist Commentator Dancer (solo or duo) Singer (solo or duo) Host Narrator Master of Ceremonies Puppeteer]	\$301.72	8	\$30.88	\$46.33	\$1281.77
Performer [Actor Model Demonstrator]	\$241.21	'8	\$24.87	\$37.30	\$1076.81
General Extras, Photographic Doubles and Stand-Ins: (NO weekly fee)					
<u>Length of Program</u>		<u>Daily Rate</u>	<u>WorkTime</u>	<u>Hourly</u>	<u>Overtime</u>
30 minutes or less		\$72.18	4	\$13.46	\$20.20
Over 30 minutes		\$92.51	4	\$13.46	\$20.20

FEEsSEPTEMBER 1, 1991 TO AUGUST 31ST, 19921.2 MINIMUM FEES FOR PERFORMERS IN VARIETY, MUSICAL AND OTHER PROGRAMS (NOTE: RATES AND CONDITIONS FOR SPORTS AND ACTUALITY PROGRAMS IN SEPARATE ARTICLE)

<u>PERFORMER CATEGORY</u>	<u>LENGTH OF PROGRAM</u>	<u>PERFORMANCE FEE</u>	<u>INCL. WORK TIME</u>	<u>HOURLY RATE</u>	<u>O/T RATE</u>
Principal Performer	0-15 mins.	\$151.27	6	\$28.27	\$42.41
	16-30 mins.	\$254.28	8	\$28.27	\$42.41
	31-60 mins.	\$353.34	8	\$28.27	\$42.41
For each additional 15 minutes of program - \$49.41 per 15-minute segment. No additional "Included Work Time".					
Performer	0-15 mins.	\$128.17	6	\$24.01	\$24.01
	16-30 mins.	\$215.98	8	\$24.01	\$24.01
	31-60 mins.	\$301.15	8	\$24.01	\$24.01
General Extras,					
Photographic Doubles and Stand-Ins:					
	0-30 mins.	\$69.98	5	\$12.96	\$19.43
	31-60 mins.	\$92.48	5	\$12.96	\$19.43
Variety Principal					
	0-30 mins.	\$526.39	8	\$33.08	\$49.62
	31-60 mins.	\$738.38	9	\$33.08	\$49.62
Each additional 15 minutes of program - \$84.38 No additional "Work Included Time".					
Specialty Act					
		<u>FEE PER ACT</u>	<u>INCL. WORK TIME PER PERFORMER</u>	<u>HOURLY RATE PER PERFORMER</u>	<u>O/T HOURLY RATE PER PERFORM.</u>
Number of Performers					
One Performer Act		\$ 527.77	6 hours	\$28.26	\$42.39
Two Performer Act		\$ 675.77	6 hours	\$28.26	\$42.39
Three Performer Act		\$ 921.35	6 hours	\$28.26	\$42.39
Four Performer Act		\$1278.05	6 hours	\$28.26	\$42.39
Each Performer in Excess of Four		\$1278.05 +	6 hours	\$28.26	\$42.39
		\$ 255.60 per	additional performer		

Chorus Performer - Minimum Payment Per Performer

<u>Length of Program</u>	<u>Number of Performers</u>			
	2-4	5-8	9-12	13-20
15 min. or less	\$181.64	\$171.11	\$159.86	\$145.28
16 to 30 mins.	\$342.09	\$308.46	\$279.37	\$253.66
31 to 60 mins.	\$428.71	\$392.96	\$361.27	\$324.25
<u>Length of Program</u>	<u>21-30</u>	<u>31-40</u>	<u>41-50</u>	<u>51 +</u>
15 min. or less	\$130.09	\$112.92	\$ 97.07	\$ 82.56
16 to 30 mins.	\$200.13	\$197.54	\$168.44	\$140.68
31 to 60 mins.	\$259.53	\$252.34	\$215.98	\$180.30

Included Work Time

15 min. or less	5 hours
16 to 30 min.	8 hours
31 to 60 min.	8 hours

Hourly Rate	\$22.03
Overtime Rate	\$33.03

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

\$49.24 for a group of 2 to 4
\$33.99 for a group of 5 to 8
\$30.49 for a group of 9 to 12 or greater

Group Singers, Group Dancers and Group Skaters - Minimum Payment Per Performer

<u>Length of Program</u>	<u>N</u>		
	2-4	5-8	9 & over
15 min. or less	\$121.58	\$113.58	\$105.66
16 to 30 min.	\$231.83	\$206.06	\$183.62
31 to 60 min.	\$286.69	\$261.13	\$253.66

Included Work Time

<u>Group Singers</u>	<u>Group Dancers</u>	<u>Group Skaters</u>	<u>Hourly</u>	<u>O/T</u>
			<u>Rate</u>	<u>Rate</u>
4 hours	4 hours	4 hours	\$22.26	\$33.39
7 hours	7 hours	7 hours	\$22.26	\$33.39
8 hours	8 hours	8 hours	\$22.26	\$33.39

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

\$49.48 for a group of 2 to 4
\$34.36 for a group of 5 to 8
\$30.66 for a group of 9 to 12 or greater

FEESSEPTEMBER 1, 1992 TO AUGUST 31ST, 19931.2 MINIMUM FEES FOR PERFORMERS IN VARIETY, MUSICAL AND OTHER PROGRAMS (NOTE: RATES AND CONDITIONS FOR SPORTS AND ACTUALITY PROGRAMS IN SEPARATE ARTICLE)

<u>PERFORMER CATEGORY</u>	<u>LENGTH OF PROGRAM</u>	<u>PERFORMANCE FEE</u>	<u>INCL. WORK TIME</u>	<u>HOURLY RATE</u>	<u>O/T RATE</u>
Principal Performer	0-15 mins.	\$154.30	6	\$28.84	\$43.26
	16-30 mins.	\$259.37	8	\$28.84	\$43.26
	31-60 mins.	\$360.61	8	\$28.84	\$43.26

For each additional 15 minutes of program - \$50.40 per 15-minute segment. No additional "Included Work Time".

Performer	0-15 mins.	\$130.73	6	\$24.49	\$24.49
	16-30 mins.	\$220.30	8	\$24.49	\$24.49
	31-60 mins.	\$307.17	8	\$24.49	\$24.49

**General Extras,
Photographic Doubles and Stand-Ins:**

	0-30 mins.	\$71.38	5	\$13.22	\$19.82
	31-60 mins.	\$94.33	5	\$13.22	\$19.82

Variety Principal

	0-30 mins.	\$536.92	8	\$33.74	\$50.61
	31-60 mins.	\$753.15	9	\$33.74	\$50.61

Each additional 15 minutes of program - \$86.07
No additional "Work Included Time.."

Specialty Act

	<u>FEE PER ACT</u>	<u>INCL. WORK TIME PER PERFORMER</u>	<u>HOURLY RATE PER PERFORMER</u>	<u>O/T HOURLY RATE PER PERFORM.</u>
<u>Number of Performers</u>				
One Performer Act	\$ 538.33	6 hours	\$28.83	\$43.24
Two Performer Act	\$ 689.16	6 hours	\$28.83	\$43.24
Three Performer Act	\$ 939.78	6 hours	\$28.83	\$43.24
Four Performer Act	\$1303.61	6 hours	\$28.83	\$43.24
Each Performer in .				
Excess of four	\$1303.61 +	6 hours	\$28.83	\$43.24
	\$ 260,71	per additional performer		

Chorus Performer - Minimum Payment Per Performer

<u>Length of Program</u>	<u>Number of Performers</u>			13-20
	<u>2-4</u>	<u>5-8</u>	<u>9-12</u>	
15 min. or less	\$185.27	\$174.53	\$163.06	\$148.19
16 to 30 mins.	\$348.93	\$314.63	\$284.96	\$258.73
31 to 60 mins.	\$437.28	\$400.82	\$368.50	\$330.74

<u>Length of Program</u>	<u>21-30</u>	<u>31-40</u>	<u>41-50</u>	<u>51 +</u>
	15 min. or less	\$132.69	\$115.18	\$ 99.01
16 to 30 mins.	\$204.13	\$201.49	\$171.81	\$143.49
31 to 60 mins.	\$264.72	\$257.39	\$220.30	\$183.91

Included Work Time

15 min. or less	5 hours
16 to 30 min.	8 hours
31 to 60 min.	8 hours

Hourly Rate	\$22.47
Overtime Rate	\$33.69

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

\$50.22	for a group of 2 to 4
\$34.67	for a group of 5 to 8
\$31.10	for a group of 9 to 12 or greater

Group Singers, Group Dancers and Group Skaters - Minimum Payment Per Performer

<u>Length of Program</u>	<u>Number of Performers</u>		
	<u>2-4</u>	<u>5-8</u>	<u>9 & over</u>
15 min. or less	\$124.01	\$115.85	\$107.77
16 to 30 min.	\$236.47	\$210.18	\$187.29
31 to 60 min.	\$292.42	\$266.35	\$258.73

Included Work Time

<u>Group Singers</u>	<u>Group Dancers</u>	<u>Group Skaters</u>	<u>Hourly Rate</u>	<u>O/T Rate</u>
4 hours	4 hours	4 hours	\$22.71	\$34.06
7 hours	7 hours	7 hours	\$22.71	\$34.06
8 hours	8 hours	8 hours	\$22.71	\$34.06

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

\$50.47	for a group of 2 to 4
\$35.05	for a group of 5 to 8
\$31.27	for a group of 9 to 12 or greater

FEESSEPTEMBER 1, 1993 TO AUGUST 31ST, 19941.2 MINIMUM FEES FOR PERFORMERS IN VARIETY, MUSICAL AND OTHER PROGRAMS (NOTE: RATES AND CONDITIONS FOR SPORTS AND ACTUALITY PROGRAMS IN SEPARATE ARTICLE)

<u>PERFORMER CATEGORY</u>	<u>LENGTH OF PROGRAM</u>	<u>PERFORMANCE FEE</u>	<u>INCL. WORK TIME</u>	<u>HOURLY RATE</u>	<u>O/T RATE</u>
Principal Performer	0-15 mins.	\$157.39	6	\$29.42	\$44.13
	16-30 mins.	\$264.56	8	\$29.42	\$44.13
	31-60 mins.	\$367.62	8	\$29.42	\$44.13

For each additional 15 minutes of program - \$51.41 per 15-minute segment. No additional "Included Work Time".

Performer	0-15 mins.	\$133.34	6	\$24.98	\$24.98
	16-30 mins.	\$224.71	8	\$24.98	\$24.98
	31-60 mins.	\$313.31	8	\$24.98	\$24.98

General Extras,**Photographic Doubles and Stand-Ins:**

0-30 mins.	\$72.81	5	\$13.48	\$20.22
31-60 mins.	\$96.22	5	\$13.48	\$20.22

Variety Principal

0-30 mins.	\$547.66	8	\$34.41	\$51.62
31-60 mins.	\$768.21	9	\$34.41	\$51.62

Each additional 15 minutes of program - \$87.79
No additional "Work Included Time".

Specialty Act

<u>Number of Performers</u>	<u>FEE PER ACT</u>	<u>INCL. WORK TIME PER PERFORMER</u>	<u>HOURLY RATE PER PERFORMER</u>	<u>O/T HOURLY RATE PER PERFORM.</u>
One Performer Act	\$ 549.10	6 hours	\$29.41	\$44.10
Two Performer Act	\$ 702.24	6 hours	\$29.41	\$44.10
Three Performer Act	\$ 958.58	6 hours	\$29.41	\$44.10
Four Performer Act	\$1329.68	6 hours	\$29.41	\$44.10
Each Performer in Excess of Four	\$1329.68 +	6 hours	\$29.41	\$44.10
\$ 265.92 per additional performer				

Chorus Performer - Minimum Payment Per Performer

<u>Length of Program</u>	<u>Number of Performers</u>			
	<u>2-4</u>	<u>5-8</u>	<u>9-12</u>	<u>13-20</u>
15 min. or less	\$188.98	\$178.02	\$166.32	\$151.15
16 to 30 mins.	\$355.91	\$320.92	\$290.66	\$263.90
31 to 60 mins.	\$446.03	\$408.84	\$375.87	\$337.35

<u>Length of Program</u>	<u>21-30</u>	<u>31-40</u>	<u>41-50</u>	<u>51 +</u>
	15 min. or less	\$135.34	\$117.48	\$100.99
16 to 30 mins.	\$208.21	\$205.52	\$175.25	\$146.36
31 to 60 mins.	\$270.01	\$262.54	\$224.71	\$187.59

Included Work Time

15 min. or less	5 hours
16 to 30 min.	8 hours
31 to 60 min.	8 hours

Hourly Rate	\$22.92
Overtime Rate	\$34.36

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

\$51.22 for a group of 2 to 4
\$35.36 for a group of 5 to 8
\$31.72 for a group of 9 to 12 or greater

Group Singers, Group Dancers and Group Skaters - Minimum Payment Per Performer

<u>Length of Program</u>	<u>Number of Performers</u>		
	<u>2-4</u>	<u>5-8</u>	<u>9 & over</u>
15 min. or less	\$126.49	\$118.17	\$109.93
16 to 30 min.	\$241.20	\$214.38	\$191.04
31 to 60 min.	\$299.27	\$271.68	\$263.90

Included Work Time

<u>Group Singers</u>	<u>Group Dancers</u>	<u>Group Skaters</u>	<u>Hourly Rate</u>	<u>O/T Rate</u>
4 hours	4 hours	4 hours	\$23.16	\$34.74
7 hours	7 hours	7 hours	\$23.16	\$34.74
8 hours	8 hours	8 hours	\$23.16	\$34.74

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

\$51.48 for a group of 2 to 4
\$35.75 for a group of 5 to 8
\$31.90 for a group of 9 to 12 or greater

1.3 SPORTSCASTERS, SPORTS COMMENTATORS AND COLOUR COMMENTATORS DURING SPORTS CONTESTS OR GAMES AND REGULAR SPORTSCASTS

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

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

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

- (a) The opening or period prior to the commencement of game or contest, e.g. before kick-off in football or face-off in hockey.
- (b) The between game or mandatory breaks in game or contest action, e.g. half-time in a football game, the between periods of a hockey game.
- (c) The closing or period of time after the game or contest portion has ended, e.g. the analysis or wrap-up after a baseball game or ski meet.

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

performers in Actuality Broadcasts, Parades, Conventions and Other Similar Events.

Performers engaged in actuality broadcasts such as parades, conventions and other similar events where the continuous broadcast time exceeds one hour and in which a commentator may broadcast what is happening or provides informed analysis and views about the event shall be paid not less than the fees provided in the following schedule of fees, except as provided below:

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

Length of Program or Program Segment <u>as Defined Herein</u>	September 1st, 1991 to <u>August 31, 1992</u>	Included <u>Work Time</u>
15 min. or less	\$150.60	6 hours
16 to 30 min.	\$254.27	8 hours
31 to 45 min.	\$286.69	8 hours
46 to 60 min.	\$353.34	8 hours
Hourly Rate	\$28.24	
overtime Rate	\$42.36	

Each additional 15 minutes of program \$47.23 - no additional "Included Work Time".

Length of Program or program Segment <u>as Defined Herein</u>	September 1st, 1992 to <u>August 31, 1993</u>	Included <u>Work Time</u>
15 min. or less	\$153.61	6 hours
16 to 30 min.	\$259.37	8 hours
31 to 45 min.	\$292.42	8 hours
46 to 60 min.	\$360.41	8 hours
Hourly Rate	\$28.80	
overtime Rate	\$43.21	

Each additional 15 minutes of program \$48.17 - no additional "Included Work Time".

Length of Program or Program Segment <u>as Defined Herein</u>	September 1st, 1993 to <u>August 31, 1994</u>	Included <u>Work-Time</u>
15 min. or less	\$156.68	6 hours
16 to 30 min.	\$264.56	8 hours
31 to 45 min.	\$298.27	8 hours
46 to 60 min.	\$367.62	8 hours
Hourly Rate	\$29.38	
Overtime Rate	\$44.07	

Each additional 15 minutes of program \$49.13 - no additional "Included Work Time".

1.4 OFF-CAMERA PERFORMERS

- (a) Except for announcers, all performers engaged as off-camera performers will be paid the following minimum fees:

	September 1st, 1991 to August 31st, 1992	Included Work Time
<u>Length of Program</u>		
15 min. or less	\$106.33	1 hour
16 to 30 min.	\$144.67	4 hours
31 to 60 min.	\$200.14	4 hours
Hourly Rate	\$23.54	
Overtime Rate	\$35.29	

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

	September 1st, 1992 to August 31st, 1993	Included Work Time
<u>Length of Program</u>		
15 min. or less	\$108.46	1 hour
16 to 30 min.	\$147.56	4 hours
31 to 60 min.	\$204.14	4 hours
Hourly Rate	\$24.01	
overtime Rate	\$36.00	

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

	September 1st, 1993 to August 31st, 1994	Included Work Time
<u>Length of Program</u>		
15 min. or less	\$110.63	1 hour
16 to 30 min.	\$150.51	4 hours
31 to 60 min.	\$208.22	4 hours
Hourly Rate	\$24.49	
Overtime Rate	\$36.72	

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

1.5 ANNOUNCERS

September 1st, 1991 to August 31st, 1992

- (a) The following **minimum** fees shall be paid to off-camera announcers:

<u>Length of Program</u>	<u>Announcer Fee</u>	<u>Included Work Time</u>
15 min. or less	\$106.33	1 hour
16 to 30 min.	\$171.71	3 hours
31 to 60 min.	\$254.27	4 hours

Each additional 15 minutes of program, no additional "Included Work Time" \$47.24.

Hourly Rate \$23.58
Overtime Rate \$35.40

- (b) **Freelance Announcers**. When CJOH engages a temporary announcer to replace a full-time announcer excluded from this Agreement pursuant to clause 301(a), the following minimum rates shall apply:

- (i) If contracted ON a daily basis:

	<u>Announcer Fee</u>	<u>Included Work Time</u>
	\$89.40	2 hours
Hourly Rate	\$22.26	
Overtime Rate	\$33.39	

- (ii) If contracted on a weekly basis: \$467.59

Overtime shall be paid on a pro-rata basis if the number of hours worked in any one day exceeds seven (7).

September 1st, 1992 to August 31st, 1993

- (a) The following **minimum** fees shall be paid to off-camera announcers:

<u>Length of Program</u>	<u>Announcer Fee</u>	<u>Included Work Time</u>
15 min. or less	\$108.46	1 hour
16 to 30 min.	\$175.14	3 hours
31 to 60 min.	\$259.36	4 hours

Each additional 15 minutes of program, no additional "Included Work Time" \$48.18.

Hourly Rate \$24.05
Overtime Rate \$36.11

- (b) **Freelance Announcers.** When CJOH engages a temporary announcer to replace a full-time announcer excluded from this Agreement pursuant to clause 301(a), the following minimum rates shall apply:

- (i) If contracted on a daily basis:

<u>Announcer Fee</u>	<u>Included Work Time</u>
\$91.19	2 hours
Hourly Rate \$22.71	
Overtime Rate \$34.06	

- (ii) If contracted on a weekly basis: \$476.94

Overtime shall be paid on a pro-rata basis if the number of hours worked in any one day exceeds seven (7).

September 1st, 1993 to August 31st, 1994

- (a) The following minimum fees shall be paid to off-camera announcers:

<u>Length of Program</u>	<u>Announcer Fee</u>	<u>Included Work Time</u>
15 min. or less	\$110.63	1 hour
16 to 30 min.	\$178.64	3 hours
31 to 60 min.	\$264.55	4 hours

Each additional 15 minutes of program, no additional "Included Work Time" \$49.14.

Hourly Rate \$24.53
Overtime Rate \$36.83

- (b) **Freelance Announcers.** When CJOH engages a temporary announcer to replace a full-time announcer excluded from this Agreement pursuant to clause 301(a), the following minimum rates shall apply:

- (i) If contracted on a daily basis:

	<u>Announcer Fee</u>	<u>Included Work Time</u>
	\$93.01	2 hours
Hourly Rate	\$23.16	
Overtime Rate	\$37.74	

(ii) If contracted on a weekly basis: \$486.48

Overtime shall be paid on a pro-rata basis if the number of hours worked in any one day exceeds seven (7).

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LETTER OF AGREEMENT #2COMMERCIAL PRODUCTION

This will confirm the understanding reached on the Agreement (expiry date of August 31, 1994) with respect to Commercial Production and the engagement of performers to appear in local commercials produced by CJOH for CJOH purposes. This Letter of Agreement represents minimum rates.

- 2.1 The attached minimum fee schedule includes right of use of material for unlimited broadcast by CJOH (may include CHRO) in the Ottawa/Hull market for thirteen (13) weeks.
- 2.2 It is agreed that a commercial may be aired on other Ottawa/Hull television stations for a thirteen (13) week cycle. If a commercial is aired on other stations, an additional fee of one hundred percent (100%) of the contracted fee shall be paid.
- 2.3 If a commercial originally produced for airing on more than one television station in the Ottawa/Hull market is repeated on only one station for a second, or subsequent, thirteen (13) weeks, then fifty percent (50%) of the original payment will apply.
- 2.4 If the material is to be used beyond the original thirteen (13) week period, then a residual payment shall be made based on one hundred percent (100%) of the original payment.
- 2.5 The contracted fee plus two hundred and seventy-five percent (275%) includes right of use of material for unlimited broadcast by CJOH (may include CHRO) for a period of two years from the first airing, providing the buyout is prepaid at the time of production.
- 2.6 Contributions and Deductions:
- | | |
|--|----|
| Insurance and Retirement Contributions | 9% |
| Deductions | 4% |
- 2.7 A Commercial message is not less than 10 seconds nor more than 10 minutes in length.
- 2.8 An Insert Tag shall be an allowable insert of not more than 10 seconds in length which may be placed at any point of the commercial for the purpose of adapting it to different factual information as provided by the following: Product/Service Changes; Factual Information; Dealer/Franchise Commercials; Regulatory/Regional Changes.

2.9 An Infomercial is a "commercial message" of not less than 10 minutes or more than 30 minutes in length having either one or a group of sponsors (usually of similar product).

2.10 MINIMUM FEE SCHEDULE PER COMMERCIAL

EFFECTIVE SEPTEMBER 1, 1992

<u>Category</u>	<u>13 Week Cycle</u>	<u>Included Work Time</u>
Principal on Camera (POC)	\$175.00	6 hrs.
Silent on Camera (SOC)	\$140.00	6 hrs.
Voice Over (VO)	\$110.00	1 hr.
Background Waiver (group)	\$ 65.00	
Tag (per tag)	\$ 30.00	1 hr.

EFFECTIVE SEPTEMBER 1, 1993

<u>Category</u>	<u>13 Week Cycle</u>	<u>Included Work Time</u>
Principal on Camera (POC)	\$178.50	6 hrs.
Silent on Camera (SOC)	\$143.00	6 hrs.
Voice Over (VO)	\$112.25	1 hr.
Background Waiver (group)	\$ 66.25	
Tag (per tag)	\$ 30.50	1 hr.

2.11 MINIMUM FEE SCHEDULE PER INFOMERCIAL

EFFECTIVE SEPTEMBER 1, 1992

	<u>Fee</u>	<u>Included Work Time</u>
Voice Over (VO)	\$150.00	2 hrs.
On Camera	\$254.00	4 hrs.

EFFECTIVE SEPTEMBER 1, 1993

	<u>Fee</u>	<u>Included Work Time</u>
Voice Over (VO)	\$153.00	2 hrs.
On Camera	\$259.00	4 hrs.

2.12 WORK PERMITS:

Per Person, Per Commercial or Infomercial	\$35.00
Per Person, Per Tag Session	\$10.00*

(* not credited towards membership qualification)

ACTRA

December 15, 1992

Mr. Gerry Donohue
Director, Human Resources
The Nation's Capital Television Inc.
1500 Merivale Road
Ottawa, Ontario
K2E 6Z5

Dear Gerry:

This is to inform you that the membership of the Ottawa Branch has ratified the negotiated agreement between The Nation's Capital Television Inc. and ACTRA covering freelance performers and sportcasters engaged in television programs with an expiry date of August 31, 1994.

Thanks for all your co-operation. The new agreement looks great.

Sincerely,

Betty Hackett

Betty Hackett
Branch Associate

c.c.: Geoffrey Gruson, ACTRA Negotiating Committee
Bill Luxton, Actra Negotiating Committee
Barry Blake, Actra Negotiating Committee
✓ Stephen Waddell, National Executive Director, ACTRA
Performers Guild
Linda Feige, Ottawa ACTRA Branch President

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