SOURCE	Union		
EFF.	96	08	31
TERM.	99	08	31
No. OF EMPLOYEES	0		
NOMBRE D'EMPLOYÉS	JFC		

APPROVED
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THIS AGREEMENT made in duplicate this day of , 1996.

BETWEEN:

VISION TV
Canada's Faith Network. a not-for-profit corporation, registration #071-1978-49-13
(hereinafter referred to as VISION)

- and -

THE ACTRA PERFORMERS GUILD
(hereinafter referred to as ACTRA)

WHEREAS the parties hereto are desirous of entering into an Agreement which covers rates and conditions for performers in information programming produced by Vision for broadcast on Vision, effective September 1st, 1996, the parties hereto covenant and agree as follows:

ARTICLE 1 - RECOGNITION, SCOPE AND APPLICATION

101 - VISION recognizes ACTRA as the sole bargaining agent for Performers engaged by VISION for the production of programs for broadcast (save and except for the exclusions contained in Article 2 hereof).

102 - This Agreement shall apply to all Performers, as defined herein, participating in any information programming produced exclusively by VISION, airing live or recorded by any means whatsoever for distribution by any method. This includes the sale and distribution of such programs to broadcasting outlets situated within and/or beyond the boundaries of Canada.

103 - The parties agree that The Independent Production Agreement dated November 1, 1995 to December 31, 1998 between the ACTRA Performers Guild and The Canadian Film and Television Production Association and L'Association Des Producteurs De Film Et Television Du Quebec shall apply to all performers, as defined therein, participating in any drama and variety programming produced exclusively by Vision, airing live or recorded by any means whatsoever for distribution by any method. This includes the sale and distribution of such programs to broadcasting outlets situated with and/or beyond the boundaries of Canada.

ARTICLE 2 - EXCLUSIONS

201 - Exclusions: Save and except for members of ACTRA as provided in clause 203 hereof, the following persons shall be excluded from the terms of this Agreement:

(a) a full-time employee of VISION appearing as him/herself on any program for purposes directly related to his/her employment or for purposes specified in his/her job description, where such appearance does not constitute a performance in a film or television program as an actor, singer, dancer, puppeteer, specialty or variety act, chorus performer, or a variety principal (as those terms are defined in the Independent Production Agreement), or when delivering a commercial message;

(b) a person performing as an instrumentalist, musician or conductor of a band or orchestra;

(c) a member of the public appearing incidentally as a part of a public event or as a member of a studio audience, providing such person does not receive individual coaching or direction;

(d) a contestant participating in a quiz program, game program or beauty pageant, except where such contestant is rehearsed to develop an individual characterization;

(e) a person holding or a candidate for public office when participating in a program on political affairs;

(f) a person who participates in a religious service, but excluding a dramatized program on a religious theme;

(g) a dancing group, choir or chorus of any ethnic, religious, military, educational, cultural or philanthropic organization not operated for the profit of its individual members. Any such group may appear a maximum of two (2) occasions on VISION in any twelve (12) month period and only on a program in which it does not replace a professional group;

(h) an amateur athlete demonstrating any aspect of the sport in which he/she specializes;

(i) a teacher, student or person appearing as himself/herself, engaged in a curriculum oriented, educational program;

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

(k) a member of the armed forces of Canada when appearing in any television program primarily for the purpose of displaying military ceremony or for the purpose of recruitment, education or information relating to the armed forces;

(l) a person appearing as himself or herself at work or at home or in a situation related to the person's daily life appearing in any information program.

202 - Partial Exclusions. A person in any of the following categories may be engaged to appear up to six (6) times in a 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 seventh (7th) and following occasions shall become qualified by obtaining work permits or membership:

(a) an interviewer or interviewee;

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

203 - ACTRA Member Not Excluded: When a member of ACTRA is engaged in any of the above excluded categories, except 201 (e), (h) and (k), the rates and conditions of this Agreement shall apply to such members unless the ACTRA member involved is, or becomes a regular full-time employee of VISION in any category covered by clause 201 (a) or 202 above.

204 - Waiver: A performer may apply to the local ACTRA office to be granted a waiver when appearing for self-promotion purposes only. A waiver may not be granted if the performer is actually performing.

ARTICLE 3 - PERFORMER DEFINITIONS

301 - *Announcer:* means a performer employed to deliver non-commercial messages, news and/or network continuity material.

302 - Commentator: means a person speaking or commenting on a topic extemporaneously, from notes, or from a text prepared by the commentator.

303 - Commercial Announcer: means a performer who delivers a commercial message.

304 - Dancer: means a performer who performs choreographed dancing, swimming or skating, either alone or with others.

305 - Group singer or dancer: means one of two (2) or more singers or dancers, except duos.

306 - Host One: means a performer who introduces or links segments of a program. The term "host" shall include:

a) Master of Ceremonies;
b) Moderator
c) Quiz Master
d) Interviewer"

307 - Host Two: means a performer who introduces or links segments of a program, as provided in 306 above, and who also provides services to VISION with respect to the program he/she is hosting including, but not limited to the collecting or supplying of material for an information program, providing ideas for programs, suggesting guests, lining up guests or interviewees, selection of music/effects, preinterview discussion, preparing background material and questions for on-air personnel, the organizing of film or tape, continuity, preparation of material for production, interviewing on or off-air, and commentary.

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

309 - Narrator: means a performer engaged to perform narrative material on or offcamera.

310 - Off-Camera Performer: means a performer engaged to provide offcamera voicing, and who is not involved in an on-camera performance.

311- Panelist: means a member of a group expressing an opinion.

312 - Performer: means any person engaged to appear on-camera or whose voice is heard off-camera in any way whatsoever, and including puppeteers.

313 - Puppeteer: means a performer who manipulates hand puppets or marionettes or who animates an inanimate object, and in this definition "manipulating" means the movement, placing and positioning of a puppet, or marionette. Any Performer providing a voice for an inanimate object, puppet or marionette shall be separately contracted and paid as an off-camera performer.

314 - Singer: means a performer engaged to sing either alone or with others.

315 - 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 about to transpire in the sporting field, or an announcer specializing in sports or commenting thereon.

ARTICLE 4 - DEFINITION OF TERMS

401 - Above-Minimum Fee: is a fee or fees which a performer has contracted at rates in excess of the minimum fees and terms provided in this Agreement. The negotiation of a

performer's fee or fees at overscale rates may or may not apply to overtime fees, step-up fees, prepayment fees, or any other additional or supplementary fees, depending on what is stipulated in the individual contract between the performer and the engager.

402 - Cable Television: means the exhibition of a Production on television by means of cable, satellite, master antenna, or any comination thereof, where the signal embodying the Production is packaged with other signals comprising simultaneously retransmitted over-the-air broadcast signals, and the package is made available to subscribers for a subscription rate sometimes known as a "basic cable" subscription fee. Cable Television use does not include Network Television, Syndicated Television or Pay Television.

403 - Compact Devices: means the distribution of a Production by manufacturing and selling or renting copies of a Production on tape, disc, cassette, laser disc, CD-ROM or any other similar format intended primarily for private, in-home exhibition.

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

405 - Free Television: means the exhibition of a program on home-type television receivers which exhibition gives rise to no specific charge either for the program or for the channel on which the program is received and the program does not originate on a cable facility.

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

407 - Information Program: program dealing with current affairs, arts, music, sports, including commentary, documentary (but not drama-documentary) and magazine programs (as defined herein).

408 - Interstitial: means filler material which in itself does not constitute a Program and which is produced (excluding commercials, billboards and Public Service Announcements) for the purpose of filling short periods of time between main items of programming on VISION.

409 - Magazine Program: means a program composed of segments such as, but not limited to, talk items, commentaries, interviews, panel discussions, documentaries, with all such segments integrated by a host and/or identifying device.

410 - Non-Broadcast Use: means distribution of a program or program segment which does not include:

(a) distribution in cinemas or theatres where admission is charged or money collected; or

(b) distribution by electronic means over distance; or

(c) any retail sale to the general public by cassettes, discs, tapes, or any other compact device; or

(d) exhibition or use of programs or program segments by, but not limited to, any commercial carrier, such as airlines, trains, ships and buses (i.e. "in-flight").

411 - Non-Theatrical Use: Distribution in all formats in all media save for Theatrical, Network Television, Syndicated Television, Pay Television, Cable Television, Compact Device distribution, and Uses contemplated in Article **#25** of this Agreement.

412 - Pay-Television: means the exhibition of Programs on a television receiver by a Pay-Television network operator distributed by means of broadcast, cable, closed circuit, Direct Broadcast Satellite (DBS) or any other form of distribution whether in conventional, scrambled, encoded or otherwise altered form where there is a requirement that the audience shall make a payment to receive such Program. Such payment may be in the form of (i) a separate amount for each Program or portion thereof, or (ii) a payment to receive a dedicated Pay-Television channel which payment is made either in addition to regular Cable Television subscription fee, or to the proprietor of a free standing microwave distribution system or a satellite master antenna television distribution system (SMATV) which distributes the said channel. Exhibition in theatres or comparable places is theatrical exhibition and shall not be considered Pay-Television.

413 - Performer's G——— : shall mean the performer's contracted fee including all work time at hourly and overtime rates, penalty payments and payments made for reuse, distribution, sale, etc.

414 - Program/Production: means a film, each episode of a series or a single unit.

415 - *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.

416 - 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.

ARTICLE 5 - OBLIGATIONS OF VISION

501 - Performer must be Qualified: VISION shall not require a performer to work in any program with any other person who is not qualified to work by virtue of a membership in ACTRA or by holding a work permit or waiver issued by ACTRA, except in the case of persons excluded in Article 2 of this Agreement.

502 - Production and Post-Production Information: VISION shall submit to the steward appointed by ACTRA the following information :

(a) shooting and rehearsal dates and locations
(b) daily call sheets
(c) performer contracts (complete with name of performer; date or dates of services rendered by performer; amounts paid for such services; name and number of the program or episode in a series of programs)
(d) performer time sheets
(e) name of producer (where independent producer involved)
(f) cast list / top sheets
(g) remittance statements
(h) date of first television use of a program or episode in a series of programs, and date and nature of reuse of a program or episode in a series of programs

503 - Independent Producer: In the event that VISION engages or commissions an independent producer to produce a program and where, in such instance, the copyright of the program remains with VISION, then VISION shall require such independent producer to conform to the terms and conditions of this Agreement by means of a Letter of Adherence (Appendix "A"), unless an agreement already exists between such independent producer and ACTRA.

504 - In the event of VISION entering into an arrangement with an independent producer (who is not a signatory to the Independent Production Agreement) to produce a program or series, VISION shall notify ACTRA once there is an agreement in principle covering the production and provide the following information:

(a) Name of independent producer(s)
(b) Address(es) of the independent producer(s)
(c) Production title(s)
(d) Cast list

505 - Administration Fees: VISION shall assist in defraying the cost of administering the terms of this Agreement by paying a sum equal to four percent (4%) of the gross fees paid to all Performers engaged by VISION, and whose engagement is within the scope of this Agreement.

506- Performer's Right to Negotiate: VISION shall not restrict the right of the performer to negotiate terms (including rates) and conditions in excess of the minimum provisions of this Agreement.

507 - Access to Studio or Location: An accredited representative of ACTRA shall be given reasonable access to all productions where Performers are working.

ARTICLE 6 - QUALIFICATION OF PERFORMERS

601 - Preference of Engagement: VISION agrees to give preference of engagement to members of the ACTRA Performers Guild.

602 - Non-Members of Actra: When persons who are not members of ACTRA are engaged by VISION as Performers (except persons excluded under the provisions of Article 2 of this Agreement), VISION agrees to deduct fifteen percent (15%) of the performer's gross fees per program in which the Performer appears (and twenty-five percent (25%) for non-Canadians), and VISION agrees to remit these sums to the local ACTRA office together with the remittance statements, administration and insurance and retirement fees, as stipulated elsewhere in this agreement.

ARTICLE 7 - CONDITIONS OF ENGAGEMENT

701 - Contract to be completed: Except where the exigencies of production make it impossible to abide by this provision, VISION shall not require any performer to commence work on a production prior to such performer having agreed upon all terms of the engagement. Except for background performers, such agreement shall be expressed in the form of an executed contract between the performer and VISION. The engager shall not submit a contract to a performer without having first applied engager's signature. In addition, all contracts provided by the engager shall clearly state that VISION is a signatory to a current collective agreement with ACTRA.

702 - Standard Contract Form: Performers' written contracts shall be on the forms which are provided in Appendix "B" of this Agreement including all provisions and clauses relating to the full terms of the performer's contract for the engagement. The following number of copies of such contracts will be completed by the performer and a representative of VISION:

1 to VISION
1 to Performer
1 to ACTRA.

703 - Performer Contracts Must Conform to Agreement: Contracts with individual performers shall conform to the provisions of this Agreement. Where any contract or conditions of work fails to provide the performer rates, fees and conditions in accordance with the minimum terms of this Agreement, VISION shall immediately revise the contract to do so and provide such redress as may be due to the performer.

ARTICLE 8 - INDEMNITY

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

ARTICLE 9 - COMPLAINTS AND GRIEVANCES

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

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

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

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

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

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

ARTICLE 10 - ARBITRATION

1001 - The parties shall within ten (10) days of the sending of the notice referred to in Clause 902 - STEP 3, select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator, the matter will be referred to the Federal Minister of Labour, requesting the appointment of an arbitrator.

1002 - The arbitrator shall not have the power or authority to amend, modify, add to or delete any provision of this Agreement or any part thereof.

1003 - The costs, fees and expenses of the arbitrator shall be shared equally by VISION and ACTRA.

1004 - The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 11 - WORK DAY

1101 - Work Day (Rehearsal or Camera): A work day shall consist of not more than eight (8) out of nine (9) consecutive hours.

1102 - Minimum Call: The minimum call for performers engaged in any program whose included work time is four hours or more shall be four (4) hours in any one day on both rehearsal and camera days.

1103 - Included Work Time: A performer shall be considered as called for eight (8) hours, and paid for same, unless call is specifically designated and stated beforehand as a four (4) hour call. In the event of a four (4) hour call, the fifth, sixth, seventh or eighth hour or any part thereof, shall be paid for at the appropriate category hourly rate. This provision shall not apply where the included work time provided in the fee schedule is less than eight hours.

1104 - Overtime: Any hours worked in excess of eight (8) in any one day shall be paid at one hundred and fifty percent (150%) of the Performer's contracted hourly rate. Any hours worked in excess of twelve (12) in one day shall be paid at two hundred percent (200%) of the Performer's contracted hourly rate.

1105 - Rest Between Days: There shall be a rest period of not less than twelve (12) 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 twelve (12) hour period, he/she shall be paid for such hours at the rate of double his/her applicable hourly rate.

ARTICLE 12 - MEAL PERIODS

1201 - Meal Period: Each Performer shall be provided a meal period of one (1) hour at the completion of each five (5) hours of work, calculated from the first call for the performer. When the performer's call is for makeup or wardrobe, the five (5) hour period shall commence from such call. Meal periods shall not be considered as time worked and shall not be paid. Where the exigencies of production require, the unpaid meal period may be extended by one-half (1/2) hour, which in turn shall extend the work day as provided in Article 1101.

ARTICLE 13 - TRAVEL AND EXPENSES

1301 - When VISION requires a performer to travel beyond a forty kilometre radius of the city centre (such as the City Hall), the performer shall be entitled to not less than:

(a) All taxi, limousine, bus, railway, air or other transportation costs which the performer is authorized to use in order to get to and from the destination required by the engagement;

(b) A mileage allowance of $0.30 per km if the performer is authorized to use his/her own automobile or all rental or leasing costs where the performer is authorized to lease or rent a vehicle;

(c) A room with bath in a hotel or motel or similar accommodations for the time required and authorized to fulfil the engagement and a meal allowance of $50.00 per day or,

alternatively, the sum of $135.00 for each day the performer is required to be away from home, broken down as follows: Breakfast - $10.00; Lunch - $15.00; Dinner - $25.00; Accommodation - $85.00.

1302 - Time spent in travel shall be considered as work time when:

(a) The performer is entitled to travel expenses as provided in clause 1301 above; and

(b) All time spent in travel from one city to and from a location outside of the forty (40) kilometre radius shall be paid in half hour units to a maximum of eight (8) hours in any one calendar day at the hourly rate for performance applicable to the performer's category of performance. However, such payment will not be made when travel time plus work time does not exceed the daily work span. Travel time shall not be computed for the purpose of creating an overtime payment.

ARTICLE 14 - CANCELLATIONS, CHANGES IN SCHEDULED WORK

1401 - In the event that VISION cancels a Performer's booking or engagement for any reason whatsoever, such Performer shall be paid in full the contracted fee, except where cancellation occurred by reason of insubordination or misconduct of a serious nature.

1402 - The time of scheduled work may be changed by VISION if the performer is given twenty-four (24) hours notice before his/her first scheduled work day, or any change in scheduled work time may be made during the work span with the concurrence of the performers involved. In the event that such changes conflict with any confirmed engagement, then the performer shall be compensated in full for the engagement which the performer is unable to fulfil.

ARTICLE 15 - WORKING ENVIRONMENT

1501 - VISION agrees to provide a clean and healthy working environment in accordance with the applicable provincial Health & Safety regulations.

ARTICLE 16 - PICK-UP OF OUTSIDE PERFORMANCES

1601 - ACTRA's consent: There shall be no film pick-up of performers in any theatre, nightclub, circus, hotel, studio or other places where performers are appearing, without the consent of ACTRA. When such consent is given, the performers concerned shall be entitled to such additional amounts for filming as are required under the terms of this Agreement or, where applicable, the Reciprocal Agreement between ACTRA and any other performers' association having jurisdiction, whichever is the greater.

1602 - Insert Fees: Where the pick-up of a performance or rehearsal is for the purpose of producing an insert in a program of longer length (such as promotional or publicity film) and no extra rehearsal or additional work is required by the performer, the engager may apply to the Local ACTRA office for fees and rates, including use fees, for such inserts. Such fees shall be based upon the fees provided in this Agreement.

1603 - News Short: Upon the consent of performers involved, and conditional upon the pick-up of the performance being accomplished during normally scheduled performance or rehearsal, up to two (2) minutes of filmed performance may be used in any news or information program.

1604 - News/Information P———: An excerpt of up to two minutes may be used, with prior permission of the performer(s) and engager of the original program, on a news or information program without payment to the performers involved, provided the material is used because of the newsworthy nature of the performance or for the promotion of the performers or the original production. There shall be no more than three such excerpts of different programs in any thirty-minute period.

ARTICLE 17 - EXCERPTS, INSERTS, INTROS, BRIDGING, CLOSINGS

1701 - The engager may take excerpts from a program in which a performer appearing in the excerpt has participated, for use in another broadcast 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 (2nd) contract of engagement shall be issued.

1702 - The engager may insert either live or recorded material of a dissimilar character (other than material referred to in Article #1602) into the body of a program of a longer recorded length provided that the engager shall pay to the performers involved a fee, per insert, based on the unit length of the insert (not less than five (5) minutes) for the category of performance involved.

1703 - Notwithstanding #1701 above, VISION may take excerpts from a program or programs in which a performer has previously appeared, for use only in the creation of a retrospective program, upon payment to the performers involved of a fee based on (i) the highest category of the performer's performance from the programs excerpted and (ii) based on the length of the new program created.

1704 - In the case of introductions, bridging and closing material for acquired programming blocks, the total length of the contribution by the performer shall determine the rate of pay based on the appropriate category of performance, but in no instances shall a performer be paid less than the rate for a five minute program.

ARTICLE 18 - PUBLICITY, STILLS, TRAILERS AND PROMOS

1801 - Program Excerpts: An excerpt of not more than two *(2)* minutes in length of a recording involving a performer may be used as a trailer or promo for the program or programs within a series from which the excerpt has been taken, without additional payment to the performer.

1802 - The following provisions shall apply to the production of promos:

(a) A promo for a program on which a performer appears, or a generic promo involving a regular VISION performer, shall require no additional payment provided that it is produced during the included work time of a program.

(b) A program or generic promo which is produced outside of the work time and involves a performer identified above shall be paid as follows, for use without limitation: $223.50 for four hours of included work time, with additional hours paid at the hourly rate of the category of performance.

(c) A performer not involved in a program who appears in a promo for that program, or a performer who does not regularly appear on VISION but who is used in a generic promo, shall be paid the rate provided in clause (b) above.

ARTICLE 19 - PAY

1901 - All payments of fees, including administration fees and insurance and retirement payments, shall be made within fifteen (15) working days following the performance.

ARTICLE 20 - INSURANCE AND RETIREMENT PLAN

2001 - Insurance and Retirement: **VISION** shall contribute, for insurance and retirement purposes, for each performer who is a member of ACTRA an amount equal to nine percent (9%) of the gross fees paid to such performer for the production and use of a program.

2002 - Deduction from Performer's Fees – Insurance and Retirement: VISION shall deduct for retirement purposes, an amount equal to three percent (3%) of the gross fees paid to all performers, members and non-members, for the production and use of a program.

2003 - Deduction from Performer's Fees – Guild Dues: VISION shall deduct Guild Dues of **1.75%** of the Gross Fees paid to each performer who is an ACTRA member and remit such amount to the Guild. During the life of this Agreement, the Guild may amend the percentage of this deduction.

2004 - Non-Members: VISION shall pay to the ACTRA Fraternal Benefit Society an amount equal to nine percent **(9%)** of the **Gross** Fees of each Canadian resident performer who is not a member of ACTRA. The amount payable under this Article in the case of each non-resident performer who is not a member of ACTRA shall be limited to minimum fees in the Agreement. ACTRA will be provided with details of the contract of such performers.

ARTICLE 21 - FEES

The following minimum fees shall be paid, per program, to performers engaged in programs produced by VISION:

Perf. Category	Length of Program	Perf. Fee	Incl. Work Time	Hrly Rate
Host One	2 minutes or less	$140.80	2 hours	$55.60
Principal (on camera)	5 minutes	$187.73	4 hours	
Singer (solo or duo)	15 minutes	$250.31	6 hours	
Dancer (solo or duo)	one half hour	$333.75	8 hours	
Narrator (on camera)	one hour	$445.00	8 hours	
Commentator (on camera)				
Announcer (on camera)				

For each additional fifteen (15) minutes of program - $83.30 per fifteen minute segment.
No additional "Included Work Time."

Host Two	2 minutes or less	$180.00	2 hours	$81.25
	5 minutes	$225.00	4 hours	
	15 minutes	$325.00	6 hours	
	one half hour	$450.00	8 hours	
	one hour	$650.00	8 hours	

For each additional fifteen (15) minutes of program - $108.30 per fifteen minute segment.
No additional "Included Work Time."

Panelist	5 minutes or less	$140.80	2 hours	$55.50
Interviewee	15 minutes	$187.73	4 hours	
Model	one half hour	$250.31	6 hours	
Demonstrator	one hour	$333.75	6 hours	

For each additional fifteen (15) minutes of program - $63.30 per fifteen minute segment.
No additional "Included Work Time."

Off Camera Performer	2 minutes or less	$70.00	1 hour	$28.15
	5 minutes	$95.00	1 hour	
	15 minutes	$125.00	1 hour	
	one half hour	$165.00	4 hours	
	one hour	$225.00	4 hours	

For each additional fifteen (15) minutes of program - $41.60 per fifteen minute segment.
No additional "Included Work Time."

Group Performer (per performer)	2 minutes or less	$45.00	2 hours	$18.75
	5 minutes	$65.00	4 hours	
	15 minutes	$85.00	6 hours	
	one half hour	$110.00	8 hours	
	one hour	$150.00	8 hours	

For each additional fifteen (15) minutes of program - $28.30 per fifteen minute segment. No additional "Included Work Time."

2101 - Fifteen Minute Rate: Performers engaged to appear in a segment of fifteen (15) minutes or less in duration in an information program of a greater length shall be paid not less than the appropriate category of performance minimum rate for a fifteen (15) minute program.

ARTICLE 22 - USE ENTITLEMENT

2201 - Upon payment to performers of the minimum fees per program provided in this Agreement, VISION shall be entitled to the following: use of the program on VISION and other cable television systems in Canada for two (2) years from the date of first broadcast on VISION; educational use in Canada for two (2) years from the date of first broadcast on VISION; worldwide compact device use, which use is not intended for mass market retail sale, for two (2) years from the date of first broadcast on VISION; and unlimited non-theatrical use.

2202 - Step-up for Additional Year('s) Use. Upon payment of an additional ten percent (10%) of the total Gross Fees paid to the Performers, VISION may be entitled to an additional one year of use of the program as specified in Article 2201, above, which use excludes free television, pay television, cable television outside Canada, and theatrical use.

ARTICLE 23 - MULTIPLE PROGRAM DISCOUNT

2301 - For game, talk, panel, exercise, cooking and similar skill or craft oriented programs, all of which programs must be thirty (30) minutes in length or less, and for all programs of any type which are fifteen (15) minutes or less in length, a performer contracted for the series on the basis of performing in at least two or three programs to be produced per day of production may provide a twenty or thirty percent discount, respectively, in the fees applicable to each program. Additional work time, overtime and other such fees shall not be subject to a discount.

ARTICLE 24- FOREIGN AND DOMESTIC VISION USE

2401 - Where a program is subsequently sold or distributed for broadcast on free TV, pay TV, cable TV outside Canada, for theatrical use, or where compact devices are sold after the two-year initial use period, in a country other than Canada, or for broadcast within Canada other than as set out in Article 2201, the Performer will be paid according to Article 2402.

2402 - Payment: Five percent (5%) of the receipts received by VISION generated by the distribution of a program in any of the markets provided in clause 2401 shall be paid to

the ACTRA Performers' Rights Society in trust for the performers who worked in residual categories. This amount shall be distributed to performers on the following basis –

(a) Units will be assigned to performers as follows: One (1) unit shall be defined as the minimum fee payable to the lowest rated residual category for one day of work or for the appropriate program length, whichever is applicable.

Performers shall receive units according to the Gross Fee paid to that performer for the production of the program to a maximum of twenty (20) units per performer.

It is agreed that the division of units to performers provided in this Clause may be changed by mutual agreement of the parties should the system provided herein prove unworkable.

(b) For each program, the total revenue will be divided by the total units accumulated by all performers with respect to the program involved and therefore a dollar value will be assigned to each unit. The distribution made to each individual performer will be based on the number of units the performer has accumulated and the dollar value calculated in the preceding sentence.

2403 - Payment Period: VISION shall make quarterly payments to the ACTRA Performers' Rights Society to be held in trust for the performers, based upon all income received in the previous quarter. Payment shall be made no later than thirty (30) days after the quarter following receipts.

VISION shall include a complete list of all sales together with the gross sales price.

It is understood that sales price information will be strictly confidential between VISION, the performer and officers of ACTRA, and this information is not to be released to any other party in any way.

2404 - Multi-Station Foreign Broadcast: Notwithstanding the above, where VISION sells a program directly, without the use of a sublicensee for multistation broadcast use under a single contract in the United States or Great Britain or for use in Pay TV in the United States or Canada, the royalty shall be paid no later than thirty (30) days from the date of broadcast.

2407 - Right to Audit: VISION agrees that the ACTRA Performers' Rights Society shall have complete access to and be entitled to audit all books, records, accounts, receipts, disbursements and other relevant documents related to a program or series.

2408 - Administration Fee: In recognition of the services provided by the ACTRA Performers' Rights Society, VISION shalll pay an administration fee of one percent (1%) of the total royalty paid each quarter to the ACTRA Performers' Rights Society.

2409 - Fair Market Value: When a program is bartered, exchanged or otherwise distributed for no licence fee or a token amount, the performer(s) shall receive a royalty payment as in clause 2402 based on the fair market value of the program in the specific

territorial market. The fair market value shall first be agreed in writing between ACTRA and VISION.

2410 VISION shall provide all performer earnings information necessary to permit the ACTRA Performers' Rights Society to properly distribute the royalty payments to performers.

2411 - ACTRA Performers' Rights Society: The ACTRA Performers' Rights Society is a legally incorporated entity established by ACTRA for the purpose of the collection and distribution of residual, royalty and other fees due to performers working in ACTRA's jurisdiction.

ACTRA acknowledges that payment to the Society by VISION of royalties due to the performers under this Article or payment to the Society of concomitant insurance and retirement contributions shall fulfil VISION's responsibilities to the individual performers and the ACTRA Fraternal Benefit Society. The Society will hold in trust for performers and for the ACTRA Fraternal Benefit Society all funds remitted by VISION to the Society.

ARTICLE 25 - MINORS

2501 - Preamble: All Parties to this Agreement recognize the special situation that arises when Minors are engaged in the workplace. The Parties are dedicated to ensuring a safe environment for all Performers, with extra care given to the proper health, education, morals, and safety of Minors. For the purposes of this Agreement, the term Minor shall refer to Performers under the age of sixteen (16) years. The term ***Parent*** shall include the Minor's legal guardian.

2502 - Conditions of E——— : Presently VISION does not produce programs for children nor do they engage children, in the capacity of performers, in the production of any of their programming. In the event, however, that children may be involved as performers in the production of programming by VISION in the future, the parties agree that the terms and conditions governing minors, as set out in the Independent Production Agreement, November 1, 1995 to December 31, 1998 shall apply hereto.

ARTICLE 25 - WHERE AGREEMENT IS SILENT

Should circumstances arise for which terms and conditions are not specified in this Agreement, including but not limited to the exploitation by VISION of uses not specified in this Agreement, the patties prior to proceeding in any manner whatsoever, agree to negotiate mutually acceptable rates, terms and conditions.

ARTICLE 26 - DURATION

2601 - This Agreement will go into force on the date of ratification by the parties and will remain in force until August 31, 1999. On September 1, 1997 all rates in this agreement will be increased by two percent (2%). Similarly, on September 1, 1998, all rates in this

agreement will increase by a further two percent (2%).

2602 - Either party desiring to renegotiate shall give notice to the other party in writing at least ninety (90) days prior to the termination date. Notwithstanding the foregoing, duly constituted representatives of ACTRA and VISION shall meet on or before July 1, 1999.

2603 - During the period of negotiations for the renewal of this Agreement, the provisions of this Agreement shall remain in full force and effect.

VISION TV and the ACTRA Performers Guild hereby agree to be bound by the terms and conditions of this Collective Agreement and it is hereby executed by their duly authorized representatives.

Date: As of August 31, 1996

VISION TV, per

Peter Flemington

THE ACTRA PERFORMERS GUILD

Appendix "A"

Prior to Production, the Producer shall sign a fetter of Adherence as follows, on their own letterhead and forward it to the Executive Director or Branch Manager of the Local Guild Office, in quadruplicate. The executed letter of Adherence shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of this Agreement.

LETTER OF ADHERENCE

I, _____ (name of individual-print) on behalf of the Producer hereby acknowledge receipt of the Vision Agreement effective from August 31, 1996 to August 31, 1998 and state that I am authorized to execute this Letter of Adherence to the Vision Agreement on behalf of _____, (the producer).

The Producer hereby acknowledges that by executing this Letter of Adherence, it is becoming signatory to the said Agrement. The Producer agrees to abide by and conform to all the terms and conditions contained therein.

Dated this _____ day of _____, 19____.

_____ Per:
(Name of signatory Producer)

_____ _____
(Signature) (Print or type name of individual)

_____
(Address, Phone and Fax number of Producer)

Receipt of the above letter of adherence is hereby confirmed by the Guild.

Per:_____ Date:_____, 19_____

10. Basic Use Entitlement. "Upon payment to performers of the minimum fees per program provided in this Agreement, VISION shall be entitled to the following: use of the program on VISION and other cable television systems in Canada for two years from the date of first broadcast on VISION; educational use in Canada for two years from the date of first broadcast on VISION; worldwide compact device use, which use is not intended for mass market retail sale, for two years from the date of first broadcast on VISION; and unlimited non-theatrical use."

11. It is a condition of this contract that the terms, rates and conditions herein shall not be less favourable to the Performer than the terms, conditions and rates of the Agreement between the ACTRA Performers Guild and Vision TV for Performers in television broadcasting.

12. Special Conditions (Stipulate, if any): _____

_____

_____

Performer: _____ (Signature)

Date: _____

Producer: _____ (Signature)

Date: _____

copy: Performer, Engager, ACTRA