

AGREEMENT

between

THE ONTARIO EDUCATIONAL COMMUNICATIONS AUTHORITY
(Hereinafter referred to as "The Authority")

and

THE ONTARIO ASSOCIATION OF ARTISTS AND EDUCATORS
(Ontario Confederation of University Faculty Associations
Ontario Public Service Employees' Union
Ontario Teachers' Federation
Alliance of Canadian Cinema, Television and Radio Artists)
(Hereinafter referred to as "The Association")

governing

WORK SESSION FEES, USE FEES

and

OTHER CONDITIONS OF WORK

for

PERFORMERS AND EDUCATORS

TERM OF AGREEMENT: JANUARY 1, 1991 TO DECEMBER 31, 1992

INDEX

	<u>Article</u>	<u>Page (s)</u>
RECOGNITION AND APPLICATION	1	2
APPLICATION	2	4
PERFORMER DEFINITIONS AND EXCLUSIONS	3	4
DEFINITION OF TERMS	4	8
OBLIGATIONS OF THE AUTHORITY	5	11
ASSOCIATION OBLIGATIONS	6	14
PREFERENCE OF ENGAGEMENT	7	15
CONDITIONS OF ENGAGEMENT	8	15
INDEMNITY	9	17
GRIEVANCE PROCEDURE	10	17
TRAVEL TIME, TRAVEL EXPENSES, PER DIEMS	11	19
WORK DAY FOR PERFORMERS/EDUCATORS	12	20
OVERTIME	13	20
REST PERIODS	14	21
MEAL PERIODS	15	22
HOLD OVER PAYMENT	16	23
VACATION PAY	17	23
TIME FOR MAKE-UP, HAIRDRESSING, COSTUME	18	23
TALENT AUDITIONS AND INDIVIDUAL TESTS	19	24
CANCELLATIONS AND POSTPONEMENTS	20	25
RETAKES, ADDED SCENES AND POST SYNCHRONIZATION	21	28
CHILDREN	22	29
STUNT PERFORMANCE	23	30
PUBLICITY STILLS, TRAILERS, PROMOS	24	32
RISK PERFORMANCE	25	33
PICK-UP OF PERFORMANCE	26	33

INDEX

	<u>Article</u>	<u>Page (s)</u>
ADDITIONAL SERVICES	27	<u>33</u>
CREDITS	28	33
WARDROBE	29	34
WORKING ENVIRONMENT	30	34
WAIVERS	31	35-
ACTRA INSURANCE AND RETIREMENT PLAN	32	35
ABOVE MINIMUM (OVERSCALE) ENGAGEMENT	33	36
MINIMUM (SCALE) RATES	34	37
FESTIVALS AND COMPETITIONS	35	50
SCHEDULE OF MINIMUM (SCALE) FEES TO PERFORMERS/EDUCATORS FOR DUBBING (LIP SYNCHRONIZATION)	36	51
PAYMENT	37	52
RECORDING	38	52
DOUBLING	39	53
EDUCATORS NOT TO ACCEPT TERMS LESS FAVOURABLE	40	54
ROYALTY FEES - NON-EDUCATIONAL USE	41	54
APPENDICES	42	56
TERM OF AGREEMENT	43	56
STANDARD CONTRACT	- APPENDIX A	
FREELANCE CONTRACT	- APPENDIX B	
EMERGING NATIONS	- APPENDIX C	
JOINT POLICY	- APPENDIX D	
MATERIALS PRODUCED BY ONT. UNIVERSITIES, SCHOOLS & COMMUNITY COLLEGES	- APPENDIX E	
STATEMENT OF INTENT	- APPENDIX F	

ARTICLE 1 - RECOGNITION AND APPLICATION

- 101 Subject to the provisions of Clauses 102, 103 and 104, the Authority hereby recognizes the Association as the exclusive bargaining agent for all persons engaged as performers/educators (as hereinafter defined) to appear in programs produced or commissioned by the Authority.
- 102 The Association does not claim jurisdiction over performers engaged to appear in a program produced or commissioned in the French language, and destined to a French-speaking audience.
- 103 The jurisdiction of the Association under this Agreement in respect to educators shall be limited to:
- (a) statutory members, voluntary members and full-time employees of the Ontario Teachers' Federation and those persons in Ontario who, while not statutory voluntary members of the Federation, are eligible for statutory membership in it, and
 - (b) members of the Ontario Confederation of University Faculty Associations (or a member of any faculty association comprised thereof) and those persons who, while not members of the Confederation, are eligible for regular membership in one or more of the faculty associations comprising OCUFA, and
 - (c) members of the Ontario Public Service Employees' Union who are employed by a Community College in a classification that was within the academic staff bargaining unit as of July 18, 1975. The Association shall notify the Authority of additions to the academic staff bargaining unit. These additions shall be considered for inclusion within the jurisdiction of this Agreement. Agreement on such inclusion shall not unreasonably be withheld.
- 104 The jurisdiction of the Association under this Agreement in respect to performers shall be limited to those persons engaged in Canada as performers to appear in a program which the Authority produces or commissions to be produced.
- 105 The Authority recognizes and relies on the agreement of the member organizations of the Association designating ACTRA as agent on their behalf, to administer this Agreement and to receive any and all notices and payments from the Authority.
- 106 A performer/educator who is under the jurisdiction of the Association and is not a member of ACTRA or a member

referred to in Clause 103 shall be required to obtain a work permit from ACTRA before being engaged by the Authority.

107 Before considering the engagement of a performer/educator who is not a member of ACTRA referred to in clause 103, except as provided in clause 805, the Authority shall apply the provisions of clause 701, including the auditioning of members referred to in clause 103 as educators and members of ACTRA as performers. In the event the Authority is unable to engage a performer/educator from the eligible membership of the organization of the Association, the Authority shall direct such non-member to secure a work permit from ACTRA. Such persons shall pay a work permit fee to ACTRA for each of their first six (6) engagements in accordance with the following schedule:

			<u>On Camera</u>	<u>Off Camera</u>
(a)	Performer/educator engaged under Clause 3401, section 1, specialty act, variety principal	Jan. 1/91	\$ 67.00	\$ 42.00
		Jan. 1/92	\$ 74.00	\$ 46.00
(b)	Performer/educator engaged under Clause 3401, section 2, group dancers or group singers	Jan. 1/91	\$ 34.00	\$ 21.00
		Jan. 1/92	\$ 38.00	\$ 23.00
(c)	All categories of extra	Jan. 1/91	\$ 23.00	\$ 10.00
		Jan. 1/92	\$ 25.00	\$ 11.00
(d)	Non-residents of Canada (not to include members of the Association) when engaged in any category	Jan. 1/91	\$165.00	\$ 98.00
		Jan. 1/92	\$181.00	\$108.00

On the seventh (7th) engagement by the Authority within a two (2) year period a performer/educator shall, prior to the commencement of work become a member of ACTRA in accordance with the applicable provisions of the ACTRA Constitution unless the performer/educator does not wish to become a duly constituted member of ACTRA in which case such performer/educator shall signify the decision not to become a member of ACTRA in writing both to the Authority and to ACTRA and shall thereafter pay to ACTRA the appropriate work permit fee per program as described above.

Payments for work permit fees (except extras) shall be credited to the ACTRA initiation fee in accordance with the ACTRA Constitution and By-laws.

108 It is understood that members of Union des Artistes are entitled to courtesy work permits in accordance with the Reciprocal Agreement between ACTRA and Union des Artistes, a current copy of which shall be provided to the Authority by the Association at all times.

ARTICLE 2 - APPLICATION

201 This Agreement shall apply only to performers/educators as herein provided, who are engaged by the Authority, and does not apply to staff members or other persons who have the equivalent status of staff members except when those other persons are functioning as performers and are employed for three (3) months or less or where engaged for a specific series of programs as a performer only.

ARTICLE 3 - PERFORMER DEFINITIONS AND EXCLUSIONS

301 For the purposes of this Agreement, the term "performer" means any person engaged in Canada to appear in a program, or whose voice is recorded as an ingredient of a program which the Authority produces or commissions to be produced, save and except an "educator" as defined in Clause 302, and the exclusions set forth in Clause 303.

302 For the purposes of this Agreement, the term "educator" means any person over which the Association has jurisdiction as provided in Article 1, save and except a performer as defined in clause 301 and the exclusions set forth in clause 303.

303 This Agreement does not apply to:

- (a) A person appearing incidentally as part of a public or educational situation or as a member of a studio audience, providing such person does not receive individual coaching or direction.
- (b) A person appearing as himself or herself, at work or at home or in a situation related to the person's daily life, except that this exclusion shall not be applicable to any member of ACTRA, OCUFA, OTF or OPSEU (as described in Clause 103(c), unless he/she receives individual direction or whose performance constitutes a different characterization).
- (c) A person performing as an instrumentalist, musician or conductor of a band or orchestra, who is within the jurisdiction of the American Federation of Musicians.
- (d) A contestant participating in a quiz program or program game, provided such contestant is not rehearsed to develop an individual characterization.

- (e) A person holding or a candidate for, public office when participating in a program on political affairs.
- (f) A person who participates in a religious broadcast but excluding a drama 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 such organization or for the profit of any of its individual members or any other individual group; any group may be engaged a maximum of three (3) times in any twelve (12) month period, and where the Authority wishes to use any such group more than three (3) times in twelve (12) months in a series of programs, the Authority and the Association will consider the proposal and the Association will not unreasonably withhold its consent.
- (h) An amateur athlete demonstrating or discussing any aspect of the sport in which the athlete specializes.
- (i) A member of the Canadian Armed Forces when appearing in any program primarily for the purpose of displaying military ceremony or procedures or for the purpose of recruitment, education or information relating to the Armed Forces.
- (j) Any person appearing in regular or special newscasts or programs or program segments dealing exclusively with the discussion of current news.
- (k) A student enrolled in an educational institution in a normal learning situation.
- (l) A person engaged in a program to display his or her special knowledge or expertise in a particular field, provided that the Authority shall be limited to engaging any such person five (5) times in any twelve (12) month period, unless it obtains the written approval of the Association, such approval will not be unreasonably withheld by the Association. This exclusion shall not apply to any member of ACTRA or to a member of OTF, OCUFA or OPSEU (as described in Clause 103(c)) who is displaying knowledge and/or expertise in the field in which the member is qualified as an educator.
- (m) A person appearing in part for reasons for personal promotion.

- 304 Actor means a performer/educator engaged to speak, sing (or mime) dialogue or give an individual characterization without dialogue in a television production of the Authority.
- 305 Announcer means a performer/educator who delivers a non-commercial message, including promotion, descriptive, informative and continuity material.
- 306 Cartoonist means a performer/educator who draws cartoons or caricatures as part of a performance but does not include an animator as the term is generally understood to apply to an artist, or a graphic artist or illustrator, whose work may be photographed after they have been drawn.
- 307 Choreographer means a performer/educator who creates dance numbers.
- 308 Chorus Performer means a performer/educator engaged to appear in the combined categories of group singer, group dancer and extra, except participation in non-musical or dramatic sketches.
- 309 Colour Commentator means a performer/educator who adds knowledge commentary during sporting events, parades and similar events in addition to the commentary of an announcer.
- 310 Dancer means a performer/educator engaged to dance either alone or with others.
- 311 Educator. For the purposes of this Agreement the term "educator" does not include a person who, although otherwise coming within the definition of an educator contained in Clause 302, participates in any of the following:
- (a) research and development;
 - (b) experimentation;
 - (c) workshops, seminars and conferences.

Provided that if any resulting program is subsequently used by the Authority for general distribution, the Authority shall pay to such persons such additional amounts, together with deductions required, to satisfy the terms of this Agreement relating to educators, once the educators have signed the appropriate contract in respect thereof.

- 312 General Extra means a performer/educator engaged as a performer but is not required to give individual characterization or speak or sing any word or line of dialogue, except for crowd noises. Renewal, territorial step-ups and excerpting fees do not apply to extras.

- 313 Group Dancer is one of three (3) or more dancers engaged to dance.
- 314 Group Singer is one of three (3) or more singers engaged to sing.
- 315 Host means a performer/educator who introduces or links segments of a program. The term "host" shall include:
- (a) master of ceremonies;
 - (b) moderator;
 - (c) quiz master.
- 316 Leader of a Chorus or Choir means a person who directs four (4) or more singers in the performance of choral music.
- 317 Model means a performer/educator engaged to display or physically illustrate a product, idea or service.
- 318 Narrator or Commentator means a performer/educator engaged to perform narrative material or commentary on or off-camera.
- 319 Panelist means a member of a group expressing an opinion.
- 320 Performer/Educator means an individual engaged by the Authority to speak or sing or mime in a television production of the Authority.
- 321 Photographic Double means a performer/educator 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.
- 322 (a) Puppeteer (1) means a performer/educator who manipulates a hand puppet or marionette or gives character to, or animates an inanimate object.
- (b) Puppeteer (2) means a performer/educator who, in addition to the duties of a puppeteer in (a) above also voices the puppet involved.
- 323 Singer means a performer/educator engaged to sing either alone or with others to give vocal renditions to musical compositions.
- 324 Special Business Extra means a performer/educator engaged to perform special silent business for atmospheric purposes such as, but not limited to:
- (a) ordinary swimming and skating;
 - (b) driving an automobile under normal circumstances;
 - (c) ordinary dancing including contemporary popular dances.

- but shall not include choreographed dancing;
- (d) dress or costume extra.
- 325 Special Skill Extra means a performer/educator engaged to perform in a category of an extra as hereinafter described and who is called upon to perform with a skill not reasonably in the competence of the average person such as, but not limited to:
- (a) waterskiing, diving, skin or scuba diving;
 - (b) driving a commercial motor vehicle or any motor vehicles requiring a chauffeur's licence;
 - (c) any sport such as, but not limited to, baseball, football, skiing, horseback riding, etc.;
 - (d) any work skill requiring a particular training.
- 326 Specialty Act means any act, either individual or group, which is available except for camera rehearsal as a rehearsed entity, ready for performance prior to engagement.
- 327 Stand-in means a performer/educator engaged to replace physically another performer/educator during the set-up period.
- 328 Stunt Performer means a performer/educator engaged for the performance of assignments which are dangerous or require special skills.
- 329 Understudy means a performer/educator whose services are retained for the purpose of learning another performer/educator's part, so as to be ready and able to substitute for or replace such other performer/educator at a moment's notice.
- 330 Variety Principal means a performer/educator engaged to appear in any combination of the category of performer/educator (singer/host) dancer or a performer/educator performing in several brief sketches in a program.
- 331 Voice-over means a performer/educator engaged as a commentator or narrator engaged to read or perform off-camera.

ARTICLE 4 - DEFINITION OF TERMS

- 401 ACTRA means the Alliance of Canadian Cinema, Television and Radio Artists.
- 402 Audition means the visual and/or oral auditioning with or without cameras of a performer/educator, or a group of performers/educators for the purpose of determining their value or suitability for a specified performance.

- 403 Authority means the Ontario Educational Communications Authority.
- 404 Availability Enquiry means an approach to a performer/educator regarding his/her availability for an engagement.
- 405 Bona fide curriculum based programs means all curriculum programs which the Authority has designated as formal or non-formal educational programs at the time of production. This designation is assigned to programs which meet one (1) or more of the following criteria:
- (a) program funding is provided by the Ministry of Education or the Ministry of Colleges and Universities;
 - (b) there is recognition upon the student's completion of the program in the form of credits or a certificate;
 - (c) the program is accompanied by ancillary learning materials which impart a body of knowledge.
- 406 Booking means notification by the talent booking office of the Authority to a performer/educator of the terms of an engagement and acceptance thereof by the performer/educator, which shall be confirmed in writing by the Authority and mailed within twenty-four (24) hours of the notification. Failure by the Authority to give such notice does not nullify a booking.
- 407 Call means notification to a performer/educator of the place and hours of commencement of work.
- 408 Contracted Fee means the fee for performance and guaranteed work time shown in the performer/educator's contract but not including overtime or penalty provisions.
- 409 Distant Location means any location beyond a nearby location as defined in Clause 415.
- 410 Dubbing or Lip Synchronization means the voice synchronization by a performer/educator off-camera to match the on-camera performance of another performer/educator or the voice synchronization by a performer/educator off-camera to match a filmed animation.
- 411 Educational Use. For the purposes of this Agreement, educational use is use of a program in such a context as to provide learning opportunity aimed at the acquisition or improvement of knowledge or the enlargement of understanding of members of the public to whom such programming is directed and under circumstances such that the acquisition

- or improvement of such knowledge or the enlargement of such understanding is capable of supervision or assessment by an appropriate educational organization, by any appropriate means. The intent of this provision is to ensure that all such uses, taken as a whole, are for the purpose of furnishing educational opportunities and not merely general entertainment.
- 412 Engagement occurs when a performer/educator executes a contract with a responsible officer of the Authority, as provided in Clause 802.
- 413 Episode means a program intended for use in a series.
- 414 Hourly Rate means the applicable additional work time rate.
- 415 Line of Dialogue means a line of script not exceeding ten (10) words.
- 416 Nearby Location means a location within forty (40) kilometers (twenty-five (25) miles) by the most direct route of the residence of the performer/educator or of the head office of the Authority at the time of engagement, whichever is the lesser distance.
- 417 Net Sales Revenue. The revenue received by the Authority from the sale of cassettes less manufacturing and retail distribution costs, if these have been met by the Authority.
- 418 OCUFA means the Ontario Confederation of University Faculty Associations.
- 419 Off-camera means a performance which is not picked up by the camera.
- 420 OPSEU means the Ontario Public Service Employees' Union.
- 421 OTF means the Ontario Teachers' Federation.
- 422 Overscale Engagement is an engagement which a performer/educator has contracted for rates, fees and/or conditions in excess of those established in this Agreement. No overtime or penalty payments may be credited to an overscale fee.
- 423 Pilot Program means a program which is produced as one of a projected series to enable the Authority to determine whether it will produce the series.
- 424 Post Synchronization means the voice synchronization by a performer/educator of the performer/educator's voice to the performer/educator's own on-camera performance.

- 425 Program is a produced entity either live or recorded.
- 426 Residual Category. Any category of performance except special skill extra, special business extra or general extra.
- 427 Risk Performance means the undertaking of any action by a performer/educator which could be considered to be dangerous beyond the performer/educator's general experience or the placing of the performer/educator in a position which would normally be considered hazardous.
- 428 Serial. A series of programs in which, generally, the same characters carry on a continuing narrative.
- 429 Series. A series of programs, each complete in itself, held together by the same title or identifying device or characters or a personality common to all the programs in the group.
- 430 Simulcast means a production broadcast over both television and radio.
- 431 Single Unit means a program intended for use by itself and not as part of a series.
- 432 Warm-up and After Show means planned entertainment for studio audiences either before, during or after the program.

ARTICLE 5 - OBLIGATIONS OF THE AUTHORITY

- 501 Qualification of a Performer/Educator. The Authority shall not require any member of the Association to appear in a program with any other person unless such person is qualified for participation prior to the commencement of work pursuant to this Agreement, or is not required to be qualified.
- 502 Professional, Artistic and Academic Competence. The Authority assumes the risk of professional, artistic and academic competence of a performer/educator.
- 503 Production Information. The Authority shall provide to the nearest ACTRA office not later than forty-eight (48) hours whenever possible and in any event, not less than twenty-four (24) hours prior to the first scheduled working day the following information:
- (a) title of production;
 - (b) work schedule including dates, times and locations for not less than a week; and subsequent work schedules at

least forty-eight (48) hours whenever possible, and not less than twenty-four (24) hours in any event, before the said schedule expires;

(c) cast list of performers/educators indicating whether excess of minimum scale payment is involved;

(d) name of producer and script assistant.

504 The Authority shall provide prior to the first work session of each program a complete work schedule, and copies shall be picked up by the performers/educators listed, at least twenty-four (24) hours before the first scheduled work. The Authority's copy shall be initialled by each performer/educator to indicate his/her understanding and acceptance of the schedule.

505 Assignment of Fees. All payments shall be made directly to the performer/educator unless written authorization has been received by the Authority from such performer/educator authorizing payment to another party. The Authority will not make payment to more than one person at a time. The receipt by the Authority of an unreasonable number of court orders attaching any monies due a performer/educator shall constitute sufficient grounds for termination of the engagement.

506 Access to Studio or Location. An accredited steward of ACTRA shall be admitted with the permission of the Authority to the place where performers/educators are working in a production. Such permission shall not be unreasonably withheld.

507 Administration Fees. In recognition of the need for administering the terms of this Agreement to the mutual benefit of the Association and the Authority, the Authority agrees to contribute toward the cost of stewarding a sum equal to one-half (1/2) of one per cent (1%) of the gross fees of all performers/educators within the jurisdiction of the Association. This sum will be remitted to ACTRA on the fifteenth (15th) day of each month in respect of the gross fees paid during the preceding calendar month.

508 Independent Producer. In the event of the Authority commissioning an independent producer to produce a program anywhere in Ontario, the Authority shall require such producer to adhere to the terms, rates and conditions of this Agreement in respect of performers/educators, and where the Authority commissions the production of a program elsewhere in Canada, it shall require such producer to adhere to the terms of this Agreement in respect of performers. The Authority shall notify the Association,

prior to commencement of production, and provide the following information:

- (a) name of independent producer;
- (b) address;
- (c) production title(s).

509 In the event of the Authority entering into an arrangement for a coproducer to produce a program or series, the Authority shall notify the Association once there is an agreement in principle covering the coproduction and provide the following information:

- (a) name of the coproducer(s);
- (b) address(es) of the coproducer(s);
- (c) production title(s).

510 Association's Forms. The Authority shall not hamper the stewards in the completion of any form reasonably required by the Association in respect of the administration of this Agreement provided, however, that completion of such forms must not infringe upon or interfere with the work schedule of the Authority.

511 Each time the Authority proposes an open call it will notify the ACTRA office in the locality, of the categories of participation covered by this Agreement, not less than twenty-four (24) hours in advance of the call.

512 While the Association is responsible for maintaining such records as it may require with respect to the performer/educator covered by this Agreement, the Authority will, at all reasonable times, provide from its independent records relevant facts required for verification of the Association's records.

513 Administrative Costs. The Authority shall deduct from the gross fees payable to an educator who is a member of OCUFA or OTF or is a member of OPSEU within the jurisdiction of this Agreement, an amount equal to four per cent (4%) of such gross fees, and shall remit all such deductions monthly to ACTRA to be applied by ACTRA on account of its costs of administering this Agreement.

514 Nude Scenes. In the event that the Authority has occasion to engage a performer/educator in a role which requires nudity, the Authority will consult with representatives of the Association regarding the conditions under which such performance will be enacted.

515 Affirmative Action Statement. The parties to this Agreement recognize the Authority's exceptional achievements in reflecting the composition of Ontario society in its programming and in keeping with this, this Authority will continue to cast performers/educators belonging to all groups in all types of roles.

516 The Authority, the Association and its individual members agree not to discriminate against any performer/educator in accordance with the Ontario Human Rights Code as it relates to matters of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, sex, age, record of offences, marital status, family status or handicap, or to discriminate against any performer/educator on the basis of sexual orientation or political affiliation.

ARTICLE 6 - ASSOCIATION OBLIGATIONS

601 Professional Conduct. The Association undertakes to promote and demand professional conduct from each performer/educator engaged to participate under the provisions of this Agreement, as well as strict compliance with all the terms and conditions of the Agreement.

602 Penalties for Lateness. Performers/educators are required to arrive at least ten (10) minutes before the scheduled work start. The Association steward shall report all late arrivals to the Association for disciplinary action, and shall provide the Authority with a copy of such report.

603 Performers/educators shall report to the producer or designate before leaving the studio or location following the completion of scheduled work. Should the producer require the services of the performer/educator for a further period of time, the performer/educator shall accept such further engagement, providing it does not conflict with some previously arranged engagement.

604 Stewarding Duties. The Association shall appoint a qualified steward for each production and shall notify the Authority of the name of the steward, before the first call of the production. Such steward shall be available by telephone at all times during such production, and in person whenever required by the Authority; and in addition to the duties assigned by the Association, shall:

- (a) verify that the terms and conditions of the Agreement are being adhered to by the Authority and the Association;

- (b) receive and where possible, settle complaints or grievances of a minor nature subject to the concurrence of the Manager, Industrial & Talent Relations;
- (c) upon request, shall have the right to screen an approved answer print or finished film or approved VTR transfer.

A request for such screening shall be communicated to the Talent Co-ordinator who shall have sole responsibility to schedule the time and location of the screening while taking into account the availability of the steward.

605 ACTRA shall provide the Authority with a national membership list on ASCII format magnetic tape capable of being directly entered into the Authority's computerized systems upon written request by the Authority once every three (3) months. The list shall be provided without cost to the Authority and shall include members' names, addresses, ACTRA or Association numbers, social insurance numbers and other information that the Authority might reasonably require for the efficient administration of this Agreement.

Should the Authority or ACTRA suggest a format other than ASCII magnetic tape, discussions shall be initiated between the Association and the Authority with respect to cost sharing of the alternate format.

ARTICLE 7 - PREFERENCE OF ENGAGEMENT

701 Subject to the Authority's assumption of the responsibilities for professional, artistic and academic competence of the performers/educators, the provisions of the Ontario Educational Communications Authority's Act 1970 as amended, and the jurisdictional limitations of this Agreement, the Authority agrees to give preference of engagement to members of the Association.

ARTICLE 8 - CONDITIONS OF ENGAGEMENT

801 As soon as practicable after booking, performers/educators shall be given specific notice of the part to be played, wardrobe requirements, dates, times and places of production and a work schedule.

802 The Authority shall not require any performer/educator to commence work on a production prior to the performer/educator having accepted a booking. Except for extras, such booking shall be confirmed by a written contract, which shall be completed not less than twenty-four (24) hours prior to the first work session.

803 Standard Contract Form. Performers'/educators' written contracts shall be in the form set out in Appendix "A". The following number of copies of such contracts will be completed by the performer/educator and the Authority:

- One for the Authority
- One for the performer/educator
- One for the Association

The Authority shall file a copy of each performer/educator's individual contract with the nearest ACTRA office, unless the educator requests that such copy not be furnished, in which event the Authority shall file instead a certificate that the contract in question complies with the terms and conditions of this Agreement. It is understood that contracts are strictly confidential and that the information contained in them is not to be released to anyone other than the parties to them, and the Association where applicable.

804 The booking of extras need not be confirmed in writing. Extras shall have all work time recorded on a daily work record, the format of which shall be as set out in Appendix "B" of this Agreement.

805 When no Association members are available who are suitable for work involved as extras, the following conditions shall apply:

- (a) The extra performer/educator shall obtain a work permit.
- (b) The Authority shall forward to the nearest ACTRA office the name and address of each extra, together with the production title, at the end of each calendar week during production.

806 The terms and conditions of this Agreement shall not apply to the engagement of local extras at production locations more than eighty (80) kilometers (fifty (50) miles) from the closest ACTRA office.

807 Whenever the Authority has engaged twenty-five (25) extras who are governed by the rates, fees and terms of this Agreement in any one production or episode in one day, additional extras may be employed outside the rates, fees and terms of this Agreement for crowd work only. Such additional extras shall only be directed in groups and shall not perform as individual performers.

808 Any time worked by an extra in excess of eight (8) hours in a day shall be paid for at the appropriate overtime rate provided in Article 13.


809 Engagement Conflict. A booked performer/educator shall not accept any engagement which will conflict with the performer/educator's obligations to the Authority and, subject to the conditions of this Agreement, the offer and acceptance of a booking shall be considered binding by both parties.

ARTICLE 9 - INDEMNITY

901 The Authority shall indemnify any performer/educator against all judgements, including legal costs arising out of a script supplied to the performer/educator by the Authority and enacted as directed by the Authority, provided the performer/educator cooperates with the Authority both in notifying it of any proceedings, and in the defence of any actions; and further provided that the performer/educator makes no admission of liability without the prior consent of the Authority.

ARTICLE 10 - GRIEVANCE PROCEDURE

1001 Any complaint of a minor nature should be discussed, and settled if possible, at the time of its occurrence by the Association's authorized representative and the authorized representative(s) of the Authority. The Authority's representative shall be the producer, or the producer's designate.

 1002 Any complaint which cannot be settled as provided in Clause 1001 is a grievance whether it arises out of or in connection with the application of, or the interpretation of, this Agreement. A grievance must be submitted in writing to the Manager, Industrial Relations or other designated officer of the Authority or to the General Secretary of ACTRA or other designated officer as the case may be. A grievance shall be delivered as aforesaid, within sixteen (16) calendar days of the occurrence giving rise to the grievance. A written reply to the grievance shall be made within seven (7) calendar days of its receipt. If the grievance is not to be considered settled by both parties, on the basis of this reply, the grievance shall within ten (10) calendar days of the date of the reply, be referred to a grievance meeting of representatives of the Authority and the Association. The grievance meeting shall be held within fifteen (15) days of the referral date. At the conclusion of this meeting each party shall provide a written statement of its position, or the parties shall provide a joint written statement outlining the settlement.

- 1003 In the event that a grievance is not to be considered settled, by both parties as a result of the grievance meeting or by subsequent correspondence, either party may take the grievance to arbitration upon notice by registered mail to the Manager, Industrial Relations of the Authority at the Authority's head office or to the General Secretary of ACTRA at ACTRA's Toronto office. (Notice of referral to arbitration shall be given within fifteen (15) calendar days of the grievance meeting.)
- 1004 Where the parties resort to arbitration to settle a grievance the arbitrator shall be any person who is mutually acceptable to the Manager, Industrial Relations of the Authority and the General Secretary of ACTRA; provided, however, that if agreement cannot be reached on the appointment of an arbitrator, the appointment shall be made by the Chief Justice of the High Court of the Supreme Court of Ontario on the application of either party to the grievance.
- 1005 At any step of the grievance procedure, time limits may be extended by mutual agreement, in writing, between the parties.
- 1006 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 all persons affected by it. Such decision shall be implemented forthwith upon 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.
- 1007 The expenses of the arbitrator shall, unless otherwise directed by the arbitrator, be borne equally by the Authority and the Association.
- 1008 The parties to this Agreement agree that during the term of this Agreement, the Association and/or its constituent organizations will not engage in or give permission to their members to engage in or permit a strike or cause a work stoppage, or direct or encourage other persons to refrain from accepting an engagement with the Authority or interfere in any way with the normal processes of engagement and production, and the Authority agrees not to refuse to engage members of constituent members of the Association, because of their membership in the Association, or to interfere with normal processes of engagement or production for such reason.

1009 The parties agree that any person(s) exercising his/her rights under this Agreement do so without prejudice to his/her relationship or fear of discipline by either of the parties to this Agreement or its agents.

ARTICLE 11 - TRAVEL TIME, TRAVEL EXPENSES, PER DIEMS

1101 Travel Time. The time reasonably required by a performer/educator to travel to and from an engagement at a distant location shall be paid in half hour units at the additional work time rate for the performer/educator's category. Travel time shall not be considered work time nor require a travel time payment in excess of eight (8) hours in any one (1) day. There shall be no travel time allowance for travel to and from a nearby location.

1102 Travel Expenses. Where the Authority requires a performer/educator to travel and transportation is the responsibility of the Authority but is not provided by the Authority, the Authority shall pay to the performer/educator:

- (a) Actual transportation expenses on scheduled carriers covering economy air or first class rail fare;
- (b) Automobile expenses at the rate of \$0.29 per kilometre; \$0.30 per kilometre effective July 1, 1991 where use of the performer/educator's automobile is authorized by the Authority. However, no performer/educator shall be authorized to use a personally owned automobile on Authority business unless it is covered by a third party liability insurance of at least \$1,000,000.00 or any greater amount as required by the Ontario legislation.

Where a performer/educator rents or leases an automobile at the direction of the Authority, the Authority shall pay all costs of renting or leasing for the authorized period of time including complete insurance coverage.

- (c) All taxis, limousines or other reasonable transportation costs which the performer/educator is required to pay in order to get to and from a rail station or airport if required by the engagement.

1103 Per Diems. Where the Authority requires a performer/educator to travel to a distant location and accommodation and other necessities are required but are not provided by the Authority, the Authority shall reimburse the performer/educator upon receiving proof of payment of same.

- (a) The reasonable cost of a single room in a hotel or motel, for each day the performer/educator is required to be away from home, and
- (b) a per diem rate of forty-five dollars (\$45.00) to cover the cost of meals and miscellaneous expenses for each twenty-four (24) hour period. When partial days are involved, the per diem allowance shall be allocated as follows: eight dollars (\$8.00) for breakfast; eleven dollars (\$11.00) for lunch; sixteen dollars (\$16.00) for supper; and ten dollars (\$10.00) for miscellaneous expenses, to a maximum of forty-five dollars (\$45.00).

Effective July 1, 1991, the per diem rate shall increase to forty-seven dollars (\$47.00) for each twenty-four (24) hour period. When partial days are involved, the per diem allowance shall be allocated as follows: eight dollars (\$8.00) for breakfast; eleven dollars (\$11.00) for lunch; eighteen dollars (\$18.00) for supper; and ten dollars (\$10.00) for miscellaneous expenses, to a maximum of forty-seven dollars (\$47.00).

ARTICLE 12 - WORK DAY FOR PERFORMERS/EDUCATORS

- 1201 Work Day. The work day shall consist of not more than eight (8) out of nine (9) consecutive hours in any day inclusive of meal periods.
- 1202 Calendar Day. A work day starting on one calendar day and continuing into the following calendar day shall be deemed to be one work day, namely the work day on which work started, provided that work past midnight was part of the originally scheduled work. In the event that the performer/educator is required to work past midnight, and where such work was not originally scheduled, the performer/educator shall be compensated at one and one-half (1 1/2) times the hourly rate for all such unscheduled hours worked after midnight.
- 1203 Minimum Call. Subject to the provisions of Article 18 a work session shall not be less than eight (8) hours in duration except where the call is specifically designated as a four (4) hour work session.

ARTICLE 13 - OVERTIME

- 1301 Any time worked by a performer/educator in excess of eight (8) hours in any one day shall be paid at the rate of time and one-half of the performer/educator's hourly rate for the classification of work in accordance with Article 34.

If the first call is for travel, make-up, hairdressing, wardrobe or costume fitting on a work day, a maximum of one (1) hour may be added to the above eight (8) hours at the applicable straight time hourly rate, thereafter all hours worked shall be paid at the appropriate overtime rate.

1302 (a) Overtime for Sixth (6th) Consecutive Day. Where a performer/educator has worked five (5) consecutive days of more than four (4) hours each, the performer/educator shall be paid one and one-half (1 1/2) times the hourly rate provided in Article 34 for all hours the performer/educator worked during a sixth (6th) consecutive day on the same program or series.

(b) Overtime for Seventh (7th) Consecutive Day. Where a performer/educator has worked six (6) consecutive days of more than four (4) hours each, the performer/educator shall be paid at double the hourly rate provided in Article 34 for all hours the performer/educator worked during a seventh (7th) consecutive day on the same program or series. Should an eighth (8th) day be worked, it shall begin a new seven (7) day period. However, the rest between the seventh (7th) and eighth (8th) day shall be not less than twelve (12) hours.

1303 There shall be no work in excess of a continuous period of twelve (12) hours without the consent of all performers/educators involved.

In the event that such permission is granted, the Performer/Educator shall be compensated at two (2) times the hourly rate for each hour or any part thereof worked in excess of twelve (12) hours in any one work day.

1304 Holiday. Performers required to work on the holidays listed herein shall receive one hundred and fifty per cent (150%) of the applicable rate. The following days shall be considered holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

ARTICLE 14 - REST PERIODS

1401 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/educator is required by the Authority to report for work within such a ten (10) hour period, the performer/educator shall be paid for such hours at the rate of double the applicable straight time hourly rate as provided in this Agreement.

- 1402 Rest Period. There shall be at least a five (5) minute rest period provided for each hour of work. During actual shooting on set or location, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day. Such accumulated time shall be taken as a rest period when a total period of twenty (20) minutes of accumulated time has been reached. Such rest periods shall not be given at the beginning of the work session.
- 1403 Rest Periods for Puppeteers and Dancers. Puppeteers and dancers shall be permitted ten (10) minutes rest in each hour, during which they shall not be required to perform any physical action. However, consultation and planning may take place during such rest.
- 1404 Rest Periods for Specialty Acts. Specialty acts (physical) shall not be required to rehearse their full act more than two (2) times "full out" in any day, and in no instance shall they be asked to rehearse "full out" with less than one (1) hour between rehearsals provided that on programs where only one day of camera rehearsal is scheduled, specialty acts (physical) may be required to rehearse their full act three (3) times "full out" on such cameras rehearsal day, provided in such an event there shall not be less than one (1) hour's rest between the first and second "full out" and not less than two (2) hour's rest between the second and third "full out".

ARTICLE 15 - MEAL PERIODS

- 1501 No work session shall extend beyond the continuous period of five (5) hours without the assignment of a meal break.

When performers/educators are required to report prior to commencement of the work session, the first meal must be assigned by the end of the sixth (6th) hour calculated from the time of reporting.

The first meal break shall be one hour.

- 1502 Meal periods shall not be considered as time worked and shall not be paid. Notwithstanding the above paragraph, where exigencies of the production make it necessary, and the performers/educators agree to work during a meal period, they shall be compensated at double the applicable hourly rate for such time worked.
- 1503 There shall be a meal period of a minimum of thirty (30) minutes to a maximum of sixty (60) minutes assigned at the end of the second hour of overtime or at some other more convenient time agreed to between the majority of the performers/educators, freelancers and employees working on

the project and the producer or designate. However, if such a meal period is not provided, each performer/educator shall be paid an amount triple the applicable hourly rate for a period of one (1) hour.

- 1504 Meals on Location. When restaurant facilities are available, performers/educators shall provide for their own meals. However, if the location is such that facilities are not available, the Authority shall provide meals at its expense or provide transportation to the nearest point where meals may be had at the performers/educators' expense.
- 1505 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 in this Article.

ARTICLE 16 - HOLD OVER PAYMENT

- 1601 Fifty Per Cent (50%) Payment When Held Over Away From Home. Subject to the provisions of Article 20, a performer/educator required to be away from home on location or in a community other than the performer/educator's residence on a work assignment shall be paid not less than fifty per cent (50%) of the applicable work session fee based upon an eight (8) hour day in addition to any expense payment for each day the performer/educator is not required to work between schedule or required work days.

ARTICLE 17 - VACATION PAY

- 1701 Vacation Pay. Every performer/educator in continuous engagement on a program series for a period of fifty (50) weeks shall be then entitled to two (2) weeks holiday with payment of minimum guarantee only for the programs which would normally fall within that period of holiday, provided that such performer/educator shall be entitled to only one such period of holiday in the event of engagement on two (2) or more program series for a period of fifty (50) weeks.

ARTICLE 18 - TIME FOR MAKE-UP, HAIRDRESSING, COSTUME FITTING

- 1801 Make-up and dressing, including any incidental fittings, repairs and the like shall be paid at the minimum hourly rates on the day of production, and such time is not to be computed to create an overtime situation.
- 1802 Time for Make-up, Hairdress, Choosing and Fitting Wardrobe. When a performer/educator is required to report for make-up, hairdress, wardrobe or fitting on a day when such performer/educator is not otherwise engaged on the production, such time shall be paid for at the performer/educator's

applicable hourly rate in half hour units with a minimum payment of two hours.

- 1803 Costume Calls Outside the Studio. With respect to any costume calls outside the studio, it is understood that in case of a costume call for any group of performer/educators, such call shall be staggered in order to avoid unnecessary waiting at the costume studio.
- 1804 Reading Sessions. Provided members of the cast have been definitely engaged for a production prior to the reading session for such production, and provided that such reading session is not for the purpose of assessing or evaluating performers/educators for casting purposes, reading sessions may be held prior to regularly scheduled work time without being included in the work time span applying to the production. Such reading work time shall be subject to minimum payment of four (4) hours work for any such call.

ARTICLE 19 - TALENT AUDITIONS AND INDIVIDUAL TESTS

- 1901 Screen and/or voice tests are those try-out periods wherein a performer/educator or a package act or a group of performers/educators are tested for ability, talent, physical attributes and/or suitability for inclusion in a production for which performers/educators shall not be required to learn special material or spoken lines or special business. No fees are required for the auditioning of performers/educators. It is the intention of this clause to afford the opportunity for performers/educators to display their individual talents.
- 1902 Notwithstanding Clause 1901, a performer/educator engaged to take part in another performer/educator's test shall be paid:

\$19.00 per hour or a minimum payment of \$93.00
as of January 1, 1991 increasing to
\$20.00 per hour or a minimum payment of \$97.00
as of January 1, 1992

whichever is the greater.

- 1903 Audition for Chorus Singers or Dancers. Where a performer/educator open call audition is to be held for chorus singers or dancers for a program or series of programs, notice of such audition with necessary details, shall be given three (3) days prior to such audition to the local ACTRA office.

1904 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 series of telecasts) shall be paid for the TV test at the rate of:

\$19.00 per hour or a minimum payment of \$93.00
as of January 1, 1991 increasing to
\$20.00 per hour or a minimum payment of \$97.00
as of January 1, 1992

whichever is the greater.

ARTICLE 20 - CANCELLATIONS AND POSTPONEMENTS

2001 Cancellation of a Booking or an Engagement. A performer/educator booked or engaged as defined herein for a single production or a single episode in a series shall be paid for each day booked or contracted if such booking or engagement is cancelled.

This clause shall also apply if a performer/educator is booked for more than one day on a production and one or more of such days are cancelled, without the entire engagement being cancelled or postponed.

2002 Nothing in this Article entitles a performer/educator whose insubordination or gross misconduct is the cause of the cancellation or postponement of a booking, engagement or program, to be paid the amounts specified in this Article as being otherwise payable.

2003 Cancellation of a Booking or Engagement in a Series. The Authority may terminate a contract which provides for performance in more than one program, under the following conditions:

(a) The period of written notice shall be not less than fourteen (14) days and the performer/educator shall be paid for all time booked within such fourteen (14) day period. In addition the performer/educator shall be paid ten per cent (10%) of the remainder of the contracted fee.

(b) In the event that a frequency discount has been applied and the contract is terminated, the fee paid to the performer/educator for the work performed, shall be adjusted to the appropriate minimum rate if less than thirteen (13) programs have been produced or fees paid for less than thirteen (13) programs.

2004 No Weather Permitting Calls in Studio. No weather-permitting calls shall be allowed for work in studio.

2005 The time of scheduled work may be changed by the Authority if the performer/educator is given twenty-four (24) hours notice before the performer/educator was originally required to report. Any change in scheduled work times may also be made during the work span with the concurrence of the performers/educators involved, and any place of work may be changed to another place in the same general area on reasonable notice, provided that any such change in place or time does not conflict with any confirmed engagement contracted by the performer/educator prior to the giving of such notice. In the event that the changes above mentioned legitimately conflict with a previous commitment, the Authority will be required at its option, either:

- (a) to excuse the performer/educator so that the performer/educator may fulfill a previous commitment without loss to the performer/educator's contracted fees, or
- (b) to compensate the performer/educator to the extent of loss should the performer/educator be able to withdraw from the conflicting engagement.

Where the above notice of change in scheduled work is not given, the performer/educator shall be paid for the time originally scheduled.

2006 Performance Default. In the event that a performer/educator does not fulfil an engagement, in addition to not receiving the fee, the Authority may, subject to the grievance procedure, require the performer/educator to pay an amount equivalent to the minimum guarantee involved, except where the failure to fulfil such engagement is due to illness. Certification of illness must be supplied if requested by the Authority. Where failure to fulfil such engagement is due to illness, only that portion of the fee earned to that time will be paid, at the additional work time rate for the hours worked.

In the event of a dispute, the Authority may secure an independent medical opinion, at its expense, from one or more of the panel of medical consultants approved by the parties hereto from time to time.

2007 Where in a program series the Authority is required to reschedule a program in the event that a performer/educator does not fulfil an engagement due to illness, other members of the cast will be paid the portion of the fee earned to that time, at the additional work time rate for the hours

worked, provided the Authority makes good such engagement to the members of the cast prior to the termination of the series. If the Authority cannot make good such engagement, the program shall be dealt with as if it had been cancelled.

- 2008 Cancellation of a Day's Production. Subject to Clause 2009, when a day's production is cancelled, performers/educators booked for that day shall be paid the applicable fee for the booking. Where the notice of cancellation is given forty-eight (48) or more hours prior to the call time, the fee payable shall be fifty per cent (50%) of the applicable fee.
- 2009 Weather Cancellation or Postponement. Whenever work is postponed because of weather, the performer/educator shall receive compensation at fifty per cent (50%) of the minimum rate for the hours originally scheduled, except that if notice of postponement is given by five o'clock p.m. (5:00 p.m.) of the day prior to the day of the call, no payment shall be required.
- 2010 Rescheduled or Postponed on Overnight Location. When production on overnight location is rescheduled or postponed for any reason, the performer/educator shall be paid in addition to the provisions of Article 11, fifty per cent (50%) of the minimum rate for the hours originally scheduled.
- 2011 Lay Over Premium at a Distant Location. If a performer/educator is specifically required by the Authority to lay over at or near the place of engagement at or near a distant location without being scheduled to work between days, the performer/educator shall be paid a fee of fifty per cent (50%) of the contracted rate for each day of such lay over, in addition to the payments required under Article 11, or the Authority may elect to return the performer/educator to the point of departure, at the Authority's expense.
- 2012 Force Majeure. If the production of a program is prevented by governmental regulation or order in a national emergency, or by failure of production facilities because of war or other calamity such as fire, earthquake, hurricane or flood, or because the breakdown of said production facilities is due to causes beyond the reasonable control of the Authority, the Authority shall be relieved of any financial responsibility for the payment of compensation for the program so prevented; provided that in such case the Authority shall reimburse the performer/educator for all out-of-pocket costs necessarily incurred in connection with such program. In addition, the performer/educator shall be paid in full the applicable rehearsal rate for all hours

rehearsed prior to notice of cancellation.

2013 Production Cancelled or Rescheduled. If a production cancelled for any of the reasons referred to herein should be rescheduled, the performers/educators originally engaged shall have first opportunity to accept their previous assignments on such production.

2014 Four (4) Weeks Notice to Established Character. Unless otherwise provided in the performer/educator's contract, a performer/educator 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 Authority, but the Authority shall relieve such performer/educator of the requirement to appear as such character in a program if the performer/educator gives the Authority four (4) weeks notice in writing of an intention not to appear.

Such notice shall not be given for the purpose of renewing an existing contract.

2015 Pyramiding of Payments. The parties agree that there shall be no pyramiding of the payments specified in Clauses 2008, 2009, 2010 and 2011.

ARTICLE 21 - RETAKES, ADDED SCENES AND POST SYNCHRONIZATION

2101 Whenever a performer/educator is required to return to work following the completion of the regular schedule of work to do and the return to work is within ninety (90) days of the last day on which the performer/educator originally worked or was scheduled to work.

- (a) retakes of visual scene or
- (b) new or added visual scenes, or
- (c) retakes of audio tape or track, or
- (d) new or added audio tape or track, or
- (e) post synchronization,

the following conditions shall apply:

- (1) The performer/educator shall be paid at the hourly rate of the category of performance (except in cases where the contracted included work time has not been used up).
- (2) The minimum work session call shall not be less than four (4) hours.

- (3) The performer/educator shall be obliged to work on such retakes, new or added visual and audio production, or post synchronization, except where such engagement conflicts with a prior commitment made by the performer/educator.
- (4) Should there be a conflict of engagement, the Authority shall at its option either:
 - (i) reschedule work to permit the performer/educator to keep the prior commitment, or
 - (ii) compensate the performer/educator to the extent of the loss incurred by the performer/educator in the event the performer/educator is able to withdraw or postpone the conflicting prior commitment.
- (5) Such retakes and new or added visual or audio production or post synchronization shall not be considered as dubbing.

ARTICLE 22 - CHILDREN

2201 The conditions of this Article shall apply to the engagement of children under sixteen (16) years of age.

2202 Calls for auditions, interviews and individual voice and photographic tests, fittings, wardrobe tests, make-up tests and production conferences of children of school age shall be after school hours, unless otherwise arranged with the school authorities.

2203 Children shall not continually be required before the camera or under lights for longer periods of time during a working session than specified below:

2 years and under	15 consecutive minutes
3-5 years inclusive	30 consecutive minutes
6-11 years inclusive	45 consecutive minutes

For children two (2) years and under, the minimum break period following the work session shall be twenty (20) minutes. For children between three (3) and five (5) years, the minimum break period shall be fifteen (15) minutes. For children between six (6) and eleven (11) years, the minimum break period shall be ten (10) minutes.

2204 The work day shall not exceed eight (8) consecutive hours excluding meal periods. Overtime is not permitted for children less than twelve (12) years of age. Overtime is

not permitted for children twelve (12) years of age or more except with the approval of a parent or guardian. Where the Authority is providing transportation, provision will be made for children to leave the set as soon as is reasonably possible following the end of the child's work day. There shall be a rest period of not less than twelve (12) hours between the end of one day and the beginning of work on the next day.

2205 No child shall be required to work in a situation which places the child in a clear and present danger to life and limb.

2206 When children are required to be away from home overnight, they shall be accompanied by a parent or guardian. The Authority agrees to reimburse a parent or guardian for expenses and per diems in accordance with the terms of this Agreement.

ARTICLE 23 - STUNT PERFORMANCE

2301 Consultation. There shall be a consultation fee of \$60.00 increasing to \$63.00 as of January 1, 1992 for a maximum of four (4) hours, with additional hours thereto to a maximum of eight (8) hours payable at \$23.00 increasing to \$24.00 as of January 1, 1992 per hour when called by the Authority to discuss the feasibility and /or planning and/or engineering of a stunt. The foregoing fee will not be payable on days when such a stunt performer/educator is engaged to perform such stunt.

2302 Performance and Fee.

- (a) Upon the actual engagement of a stunt performer/educator to perform a stunt, the minimum fee shall be \$235.00 per day, increasing to \$246.00 on January 1, 1992 for the performance of a stunt, plus any additional amount (stunt fee) which may be negotiated between the stunt performer and the Authority in relation to the difficulties or other pertinent details regarding the stunt to be performed.
- (b) The contracted fee in (a) above shall be exclusive of any performance provided by stunt performer/educator in terms of providing an acting job such as would normally be classified under another regular (i.e. non-stunt) performance category such as, but not limited to, principal, extra, etc. If the stunt performer/educator, in performing the stunt, is only doubling photographically for another performer/educator, the contracted fee as in (a) above is applicable. However, if the stunt performer/educator in addition to

performing the stunt, also enacts the role of the "character" involved, in the stunt, an additional performance fee applicable to such performance category shall also be paid the stunt performer/educator as an actor.

- (c) A twenty-five per cent (25%) discount of the contracted stunt fee shall be applicable for the re-performance of a stunt if the stunt performer/educator, for any reason, is required to repeat the same stunt the same day. Depending on the risks involved, a stunt performer/educator may negotiate a higher fee for such re-performance of a stunt. If a third performance of the stunt is required, for any reason, on the same day, the contracted performance fee for the third performance shall be discounted fifty per cent (50%). A discount shall not be applicable to the fees for additional re-performances beyond a total three (3) performances on the same day.
- (d) In the event a stunt performer/educator is retained on a weekly basis (ie. five (5) consecutive days), the minimum payable weekly fee shall be \$926.00, increasing to \$968.00 on January 1, 1992. A stunt performer/educator working at a minimum (scale) fee may perform one stunt per day for such fee, although prior to the performance of any stunt, the performer/educator and the Authority may negotiate an additional above minimum (overscale) amount per stunt in relation to the danger, risk or difficulties involved.

2303 Audition. The Authority may audition a stunt performer/educator in order to establish the suitability of the stunt performer/educator for photographic reasons or reasons relative to an acting performance, such as the performer/educator's ability to provide necessary characterization. However, a performer/educator so auditioned shall not be required to perform the intended stunt on a trial basis for audition purposes; nor will such audition be construed as a consultation call as outlined in Clause 2301.

2304 Conditions of Engagement.

- (a) Actual work involved in accomplishing the stunt including engineering and planning details, shall be satisfactory to the stunt performer/educator, particularly when the performer/educator has not been retained to engineer and/or plan the stunt as well as perform in it.

- (b) In creating, performing or engineering a stunt, a stunt performer/educator may also be contracted at a negotiable fee to engage other stunt performers/educators who may be known to him or her as a specialist in stunt work of the particular type required, e.g. auto crashing, stunt work with horses, tree felling, etc. Casting of additional stunt performers/educators when required, shall be mutually satisfactory to the Authority and all stunt performers/educators engaged for the same stunt.
- (c) All stunts called for by a script shall be performed by stunt performers/educators previously engaged and not performers/educators "adjusted" on the set, provided however that a performer/educator not previously engaged specifically to perform a stunt which is unscripted may perform the stunt and shall have his or her fee adjusted to not less than a stunt performer/educator fee plus the contracted daily rate for the role for which the performer/educator was originally engaged.

ARTICLE 24 - PUBLICITY STILLS, TRAILERS, PROMOS

2401 Publicity Stills and Aids for Programs. Stills or trailers of a performer/educator can be used for educational purposes, related to the program or series, used in an opening montage of a program or series, or used to publicize a program, episode or series related to the program in which the performer/educator has appeared, such stills or trailers may be produced by editing or excerpting or during the course of actual production of the program without additional payment to the performer/educator. There shall be no limits on the number of occasions on which such stills, trailers and promos may be used for the aforesaid purposes.

When the Authority includes the performance of a Performer/Educator (other than an extra) in an opening montage, and the Performer/Educator appears in less than fifty per cent (50%) of the episodes of the series, the Performer/Educator shall be paid a use fee, equal to five per cent (5%) of the minimum rate for the category of performance paid to the Performer/Educator, for each episode in which the Performer/Educator does not otherwise appear.

2402 A performer/educator may not preserve, or cause to be preserved any performance or part thereof without the prior knowledge and written consent of the Authority.

ARTICLE 25 - RISK PERFORMANCE

2501 Performers/educators instructed to undertake a risk or dangerous performance, and who have not agreed to undertake such risk performance at the time of accepting the engagement, may:

- (a) negotiate for an additional fee which in any case shall not be less than the fee for a stunt performer/educator, or,
- (b) refuse to perform a risk or dangerous performance not specified at the time of engagement, but shall be paid fully for the engagement.

ARTICLE 26 - PICK-UP OF PERFORMANCE

2601 There shall be no pick-up of performers/educators in any theatre, nightclub, circus, hotel, studio, school or other places where performers/educators are appearing, without the consent of the performers/educators concerned. When such consent is given, the performer/educator concerned shall be entitled to such additional payments as are required under the terms of this Agreement, or where applicable, the Reciprocal Agreement between ACTRA and any other performers' association having jurisdiction. It is not the intent of this Article to prevent recording for news purposes.

ARTICLE 27 - ADDITIONAL SERVICES

2701 When any performer/educator is requested to provide additional services, such as contracting other performers/educators, arranging for auditions, arranging for rehearsal, etc., such performer/educator shall report to the Authority and to the steward, the amount of time involved. Such time shall be paid for at a rate of not less than the performer/educator's category hourly rate.

ARTICLE 28 - CREDITS

2801 It is recognized that the nature of educational programs limits the use of credits in comparison to entertainment programs.

2802 The Authority agrees that it will maintain an equitable balance of credits in programs produced by the Authority between on-camera and on-air performers/educators and other personnel involved in production. The Authority recognizes that performers/educators have a right to request credit for creatively participating in the production of a program. It is understood that performers/educators may negotiate their credit in a program during the execution of their engagement

contracts.

2803 The Authority shall indemnify all principal performers/educators portrayed in educational print support materials (teachers' guides) within in the text of the materials for new guides printed during the term of this Agreement.

ARTICLE 29 - WARDROBE

2901 Where the Authority requires the performer to supply in excess of two (2) changes of clothing in any day, the performer shall be compensated at the rate of \$12.00 per day increasing to \$13.00 per day on January 1, 1992, for each change of clothing after the second.

2902 Special Wardrobe. Wigs, costumes, special appurtenances, dancer's shoes and stockings, and clothes and apparel other than those specified under the above clause, shall be considered as special wardrobe.

Performers/educators shall be expected to supply their own regular wardrobe, but shall not be required to furnish any special wardrobe, except specialty acts or units or individual performers/educators who may supply their own special wardrobe if so contracted by the producer for a negotiated fee.

2903 Repair or Replacement of Damaged Wardrobe. In the event that either regular or special wardrobe furnished by a performer/educator is damaged during rehearsal or production through negligence on the part of the Authority, or through an accident for which the performer/educator is not responsible, the Authority will reimburse the performer/educator for the cost of the repair or replacement; as the case may be, but notice of such damage must be given to the Authority's representative on the day of the production, prior to the performer/educator leaving the studio. The performer/educator must submit to the Authority a receipt for the bill paid covering the cost of such repairs or replacement.

ARTICLE 30 - WORKING ENVIRONMENT

3001 Water Supply. Every set or location shall be provided with pure drinking water.

3002 Seats and Cots. The Authority shall provide an adequate number of suitable seats, on sets or locations, for all performers/educators during rest periods. On every set or location, a stretcher or cot of a type suitable for use as a stretcher shall be provided.

- 3003 Dressing Rooms. The Authority shall provide at the studio or location, rooms where male and female performers/educators may separately change their clothing in privacy and comfort. Unless dressing rooms are provided adjacent to the set or location, on which the performers/educators are required to work, the Authority shall be responsible for damage to, or loss of, the performer/educator's wardrobe or property. Separate dressing rooms shall be provided for minors of each sex.
- 3004 Toilet and Washroom Facilities. Clean and accessible facilities shall be provided by the Authority.
- 3005 Wardrobe Repairs. Facilities for repair of wardrobe used by the performers/educators shall be provided by the Authority.
- 3006 Safety for Dancers. Performers shall not be required to dance on any unsafe surface, such as concrete or marble, or any substances laid directly over such a surface.

ARTICLE 31 - WAIVERS

- 3101 Upon a written request by the Authority to the General Secretary of ACTRA, the provisions of this Agreement governing working conditions may be waived where it is established that such conditions are physically impossible or the burden involved is unreasonable. The actual rates and fees to be paid to performers/educators shall not be waived.

ARTICLE 32 - ACTRA INSURANCE AND RETIREMENT PLAN

- 3201 Insurance. The Authority shall contribute, for insurance purposes, an amount equal to three per cent (3%) of the gross fees paid to each performer/educator who is a member of ACTRA. Insurance contributions shall not be made on behalf of deceased persons.
- 3202 Retirement. The Authority shall contribute, for retirement purposes, an amount equal to four per cent (4%) of the total gross fees paid to each performer/educator who is a member of ACTRA.
- 3203 Deductions from Performers' Fees. The Authority shall deduct, for retirement purposes, an amount equal to two per cent (2%) of the gross fees paid to all performers/educators, members and non-members, except those who are members of OTF, OCUFA or OPSEU.
- 3204 Non-Members. The Authority shall pay to the ACTRA Fraternal Benefit Society an amount equal to seven per cent (7%) of the gross fees paid each performer within the jurisdiction

of this Agreement who is not a member of ACTRA, including those designated as temporary members, probationary members, work permittees, except those who are members of OTF, OCUFA or OPSEU, for disposition in such manner and for such purposes as may be determined in the absolute discretion of ACTRA Fraternal Benefit Society.

3205 All contributions, deductions and payments as required under this Article shall be payable by cheque to the ACTRA Fraternal Benefit Society and mailed to the head office of the Society. Such amounts shall be payable monthly on or before the fifteenth (15th) of the month following the earning of such fees.

3206 For the purpose of this Article "gross fee" means fee for services and time provided to the Authority but exclusive of money paid to the performer/educator by the Authority for expenses, such as per diem allowances or travel receipts as agreed upon.

3207 Insurance contributions will not be made on behalf of deceased persons. In this connection, it is agreed that the payment under Clause 3204 shall be four per cent (4%).

ARTICLE 33 - ABOVE MINIMUM (OVERSCALE) ENGAGEMENT

3301 The Authority acknowledges the right of every performer/educator to request terms and conditions in excess of the minimum (scale) provisions of this Agreement.

3302 Performers/educators engaged at terms in excess of the minimum (scale) provisions of this Agreement shall still be entitled to exercise all the benefits and protection of the provisions of this Agreement.

ARTICLE 34 - MINIMUM (SCALE) RATES

JANUARY 1, 1991 TO DECEMBER 31, 1992

3401 The following are minimum (scale) rates per program to be paid to performers/educators. Payment shall entitle the Authority to four (4) years unlimited educational use.

- (1) Performer/Educator engaged to speak or sing (or mime) more than ten (10) lines.

This category includes actor, educator, cartoonist, commentator, colour commentator, lecturer, master of ceremonies, moderator, narrator, panelist, quiz master, sportscaster, solo and duo singer, solo and duo dancer, and leader of a chorus or choir.

Length of Program	On-Camera Performer Fee	Off-Camera Performer Fee	Incl. Work Time	Hourly rate and additional work rate to be paid for time worked in excess of included work time up to a maximum of eight (8) hours in any one day
<u>January 1, 1991</u>				
15 min. or less	\$ 240.00	\$ 210.00	4 hrs.	\$ 38.00 per hour
16 to 30 mins.	420.00	347.00	8 hrs.	38.00 per hour
31 to 60 mins.	535.00	451.00	12 hrs.	38.00 per hour
<u>January 1, 1992</u>				
15 min. or less	\$ 251.00	\$ 219.00	4 hrs.	\$ 40.00 per hour
16 to 30 mins.	439.00	363.00	8 hrs.	40.00 per hour
31 to 60 mins.	559.00	471.00	12 hrs.	40.00 per hour

For each additional 15 minute of program over 60 minutes - \$46.00 per 15 minute unit of program (January 1, 1991) and \$48.00 per 15 minute unit of program (January 1, 1992). Included work time shall be 12 hours regardless of length of program over 60 minutes.

- (2) Performer/Educator engaged to speak or sing (or mime) ten (10) lines or less or any performer/educator who is given individual direction or whose performance constitutes an individual characterization without dialogue and who is not governed by the principal category of performance.

Educator, model or understudy.

Length of Program	On-Camera Performer Fee	Off-Camera Performer Fee	Incl. Work Time	Hourly rate and additional work rate to be paid for time worked in excess of included work time up to a maximum of eight (8) hours in any one day
<u>January 1, 1991</u>				
15 min. or less	\$ 170.00	\$ 147.00	4 hrs.	\$ 30.00 per hour
16 to 30 mins.	293.00	234.00	8 hrs.	30.00 per hour
31 to 60 mins.	317.00	300.00	12 hrs.	30.00 per hour
<u>January 1, 1992</u>				
15 min. or less	\$ 178.00	\$ 154.00	4 hrs.	\$ 31.00 per hour
16 to 30 mins.	306.00	245.00	8 hrs.	31.00 per hour
31 to 60 mins.	331.00	314.00	12 hrs.	31.00 per hour

- (3) Special Skill Extra means an actor engaged to perform special silent businesses which is a skill not reasonably in the competence of the average person, such as, but not limited to:
- (a) waterskiing, diving, skin or scuba diving;
 - (b) driving a commercial vehicle requiring a chauffeur's licence;
 - (c) any sport, such as, but not limited to, baseball, football, skiing, horseback riding, etc. A special skill extra shall not be required to give individual characterization or speak or sing any word or line of dialogue, except for crowd noises.
 - (d) any work skill requiring a particular training.

Length of Program	On-Camera Performer Fee	Off-Camera Performer Fee	Incl. Work Time	Hourly rate and additional work rate to be paid for time worked in excess of included work time up to a maximum of eight (8) hours in any one day
<u>January 1, 1991</u>				
15 min. or less	\$ 170.00	\$ 147.00	4 hrs.	\$ 30.00 per hour
16 to 30 mins.	293.00	234.00	8 hrs.	30.00 per hour
31 to 60 mins.	317.00	300.00	12 hrs.	30.00 per hour
<u>January 1, 1992</u>				
15 min. or less	\$ 178.00	\$ 154.00	4 hrs.	\$ 31.00 per hour
16 to 30 mins.	306.00	245.00	8 hrs.	31.00 per hour
31 to 60 mins.	331.00	314.00	12 hrs.	31.00 per hour

- (4) Special Business Extra means an actor engaged to perform special silent business for atmospheric purposes, such as, but not limited to :
- (a) ordinary swimming and skating;
 - (b) driving an automobile under normal circumstances;
 - (c) ordinary dancing including contemporary popular dances, but shall not include choreographed dancing;
 - (d) dress or costume extra;
 - (e) stand-in.

Length of Program	On-Camera Performer Fee	Off-Camera Performer Fee	Incl. Work Time	Hourly rate and additional work rate to be paid for time worked in excess of included work time up to a maximum of eight (8) hours in any one day
<u>January 1, 1991</u>				
30 min. or less	\$ 100.00		4 hrs.	\$ 27.00 per hour
31 min. or more	210.00		8 hrs.	27.00 per hour

January 1, 1992

30 min. or less	\$ 105.00	4 hrs.	\$ 28.00 per hour
31 min. or more	219.00	8 hrs.	28.00 per hour

(5) ~~General Extra~~ means an actor engaged as a performer but is not required to give individual characterization or speak or sing any word or line of dialogue, except for crowd noises.

Length of Program	On-Camera Performer Fee	Off-Camera Performer Fee	Incl. Work Time	Hourly rate and additional work rate to be paid for time worked in excess of included work time up to a maximum of eight (8) hours in any one day.
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January 1, 1991

30 min. or less	\$ 91.00	4 hrs.	\$ 27.00 per hour
31 min. or more	178.00	8 hrs.	27.00 per hour

January 1, 1992

30 min. or less	\$ 95.00	4 hrs.	\$ 28.00 per hour
31 min. or more	186.00	8 hrs.	28.00 per hour

(6) ~~Puppeteer~~ (1) means a performer/educator who manipulates a hand puppet or marionette or gives character to, or animates an inanimate object.

Length of Program	On-Camera Performer Fee	Off-Camera Performer Fee	Incl. Work Time	Hourly rate and additional work rate to be paid for time worked in excess of included work time up to a maximum of eight (8) hours in any one day.
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January 1, 1991

15 min. or less	\$ 414.00	4 hrs.	\$ 30.00 per hour
16 to 30 mins.	590.00	8 hrs.	30.00 per hour
31 to 60 mins.	706.00	12 hrs.	30.00 per hour

January 1, 1992

15 min. or less	\$ 433.00	4 hrs.	\$ 31.00 per hour
16 to 30 mins.	617.00	8 hrs.	31.00 per hour
31 to 60 mins.	738.00	12 hrs.	31.00 per hour

Puppeteer (2) means a performer/educator who, in addition to the duties of (1) above, also voices the puppet involved.

Length of Program	On-Camera Performer Fee	Off-Camera Performer Fee	Incl. Work Time	Hourly rate and additional work rate to be paid for time worked in excess of included work time up to a maximum of eight (8) hours in any one day
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January 1, 1991

15 min. or less	\$ 527.00	4 hrs.	\$ 38.00 per hour
16 to 30 mins.	751.00	8 hrs.	38.00 per hour
31 to 60 mins.	900.00	12 hrs.	38.00 per hour

January 1, 1992

15 min. or less	\$ 551.00	4 hrs.	\$ 40.00 per hour
16 to 30 mins.	785.00	8 hrs.	40.00 per hour
31 to 60 mins.	940.00	12 hrs.	40.00 per hour

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

Length of Program	On-Camera Performer Fee	Off-Camera Performer Fee	Incl. Work Time	Hourly rate and additional work rate to be paid for time worked in excess of included work time up to a maximum of eight (8) hours in any one day
<u>January 1, 1991</u>				
1 performer act	\$ 690.00		4 hrs.	\$ 38.00 per hour
2 performer act	918.00		4 hrs.	38.00 per hour
3 performer act	1,143.00		4 hrs.	38.00 per hour
4 performer act	1,380.00		4 hrs.	38.00 per hour

<u>January 1, 1992</u>				
1 performer act	\$ 721.00		4 hrs.	\$ 40.00 per hour
2 performer act	959.00		4 hrs.	40.00 per hour
3 performer act	1,194.00		4 hrs.	40.00 per hour
4 performer act	1,442.00		4 hrs.	40.00 per hour

(8) Variety principal means a performer/educator engaged to appear in any combination of the category of actor (singer/host), dancer or a performer/educator performing in several brief comedy sketches in a program.

Length of Program	On-Camera Performer Fee	Off-Camera Performer Fee	Incl. Work Time	Hourly rate and additional work rate to be paid for time worked in excess of included work time up to a maximum of eight (8) hours in any one day
<u>January 1, 1991</u>				
30 min. or less	\$ 729.00		6 hrs.	\$ 38.00 per hour
31 min. or more	900.00		8 hrs.	38.00 per hour

January 1, 1992

30 min. or less	\$ 762.00	6 hrs.	\$ 40.00 per hour
31 min. or more	940.00	8 hrs.	40.00 per hour

For each additional 15 minutes of program over 60 minutes - \$46.00 per 15 minute unit of program (January 1, 1991) and \$48.00 per 15 minute unit of program (January 1, 1992). Included work time shall be 8 hours regardless of length of program over 60 minutes.

(9) ~~Stunt Performer~~ means a performer/educator engaged for the performance of assignments which are dangerous.

To be negotiated, but in any event, shall not be less than \$421.00 per engagement (January 1, 1991) and \$440.00 (January 1, 1992).

(10) ~~Performers/Educators~~ engaged as ~~group singers or dancers~~ as follows.

Length of Program	3 - 4		5 - 8	
	On-Camera	Off-Camera	On-Camera	Off-Camera
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<u>January 1, 1991</u>				
15 min. or less	\$ 216.00	\$ 188.00	\$ 189.00	\$ 168.00
16 to 30 mins.	374.00	300.00	335.00	286.00
31 min. or more	433.00	408.00	384.00	331.00
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Length of Program	9 & Over		Incl. Work Time	Hourly rate and additional work time rate
	On-Camera	Off-Camera		
15 min. or less	\$ 169.00	\$ 147.00	4 hrs.	\$ 30.00 per hour
16 to 30 mins.	297.00	256.00	8 hrs.	30.00 per hour
31 min. or more	317.00	300.00	12 hrs.	30.00 per hour
<hr/>				
Length of Program	3 - 4		5 - 8	
	On-Camera	Off-Camera	On-Camera	Off-Camera
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<u>January 1, 1992</u>				
15 min. or less	\$ 226.00	\$ 196.00	\$ 198.00	\$ 176.00
16 to 30 mins.	391.00	314.00	350.00	299.00
31 min. or more	452.00	426.00	401.00	346.00

Length of Program	9 & Over		Incl. Work Time	Hourly rate and additional work time rate
	On-Camera	Off-Camera		
15 min. or less	\$ 177.00	\$ 154.00	4 hrs.	\$ 31.00 per hour
16 to 30 mins.	310.00	268.00	8 hrs.	31.00 per hour
31 min. or more	331.00	314.00	12 hrs.	31.00 per hour

(11) Chorus Performer means a performer/educator engaged to appear in the combined categories of group singer, group dancer, bit player and extra, excepting participation in a non-musical or dramatic sketch.

Length of Program	Group of 3 - 4	Group of 5 - 8	Group of 9 & Over	Incl. Work Time	Hourly rate and additional work time rate
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January 1, 1991

15 min. or less	\$ 273.00	\$ 216.00	\$ 147.00	4 hrs.	\$ 35.00 per hour
16 to 30 mins.	481.00	420.00	374.00	8 hrs.	35.00 per hour
31 min. or more	511.00	481.00	395.00	12 hrs.	35.00 per hour

January 1, 1992

15 min. or less	\$ 285.00	\$ 226.00	\$ 154.00	4 hrs.	\$ 37.00 per hour
16 to 30 mins.	503.00	439.00	391.00	8 hrs.	37.00 per hour
31 min. or more	534.00	503.00	413.00	12 hrs.	37.00 per hour

(12) Announcer means a performer/educator who delivers a non-commercial message, promotional information or descriptive or continuity material.

Length of Program	Performance Fee		Incl. Work Time	Hourly rate and additional work time rate
	On-Camera	Off-Camera		

January 1, 1991

15 min. or less	\$ 240.00	\$ 188.00	4 hrs.	\$ 38.00 per hour
16 to 30 mins.	420.00	316.00	8 hrs.	38.00 per hour
31 min. or more	535.00	350.00	12 hrs.	38.00 per hour

January 1, 1992

15 min. or less	\$ 251.00	\$ 196.00	4 hrs.	\$ 40.00 per hour
16 to 30 mins.	439.00	330.00	8 hrs.	40.00 per hour
31 min. or more	559.00	366.00	12 hrs.	40.00 per hour

(13) Short Subjects. Performers/educators engaged to appear for short programs not exceeding five (5) minutes in length shall be paid as follows:

Length of Program	On-Camera	Off-Camera	Additional work rate time
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January 1, 1991

For a minimum two (2) hour call during which up to two (2) programs may be produced	\$ 219.00	\$ 175.00	\$ 36.00 per hour
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January 1, 1992

For a minimum two (2) hour call during which up to two (2) programs may be produced	\$ 229.00	\$ 183.00	\$ 38.00 per hour
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3402 Discounts. Where a performer/educator is guaranteed engagements by written contract in thirteen (13) or more programs in a series or serial, a discount of ten per cent (10%) may be applied to the rates provided in clause 3401 above. No discounts shall be applicable for twelve (12) or less programs.

3403 Fees for Pilot Productions. The Authority may contract performers/educators for performances in a pilot program being produced or commissioned by the Authority. In such cases the Authority shall have the option of paying the regular fees as outlined in clause 3401 or of paying fifty per cent (50%) of such regular fees for the same included work time.

Should the pilot be broadcast, distributed or become part of a series, the Authority will pay the performers/educators of the pilot appearing in the series, the remaining fifty per cent (50%) of the regular fee and shall acquire all rights normal to a performance contracted under this Agreement.

3404 Discounts for Limited Regional Use. The Authority may discount a performer/educator's contract fee as follows:

For use in the North West Region	25%
For use in the North East Region	25%
For use in the South West Region	25%
For use in the East Region	25%
For use in the South Central Region only	10%

Only one regional discount may be taken. When a program is use outside the first region a step-up fee amounting to the regional discount shall be paid. A discount must be taken at the time of the original contract or at the time of renewal.

3405 Use of Program.

(a) The Authority shall, on payment of the fees specified in this Article, have ~~rights to the use of programs produced by it, for educational purposes only, for a period of four (4) years from the date of first broadcast,~~ or six (6) months following the last day on which a performer/educator is involved in the production of a program, whichever is sooner.

(b) The Authority shall have the right during the term it holds the rights in Clause 3405 (a) above or any extension thereof, to acquire exclusive rights to broadcast and distribute, outside Ontario, a program in which the performer/educator is involved, for educational use only, for a period of four (4) years from the date payment for such use is made.

(c) The Authority, upon payment of not less than ten per cent (10%) of the performer/educator's gross fee, shall have the right to broadcast by means of both television and radio during the use period.

3406 (a) Renewal of Use. The Authority may renew the use of a program in Ontario, except where contracted otherwise by the educator, upon payment to the performer/educator of the following step-up fees based upon the contracted fee for Ontario inclusive of overtime payments.

Additional four (4) year period from expiry of initial use
 55% of total original fee

OR

1st renewal year 20% of total original fee
 2nd renewal year 20% of total original fee
 3rd renewal year 15% of total original fee
 4th renewal year 10% of total original fee

(b) Renewal for Non-Broadcast Use. The Authority may renew rights for non-broadcast purposes for bona fide curriculum based programs for use in Ontario for a further four (4) year period upon payment to the performer/educator of a fee of ten per cent (10%) of the original contracted fee for Ontario inclusive of overtime payments.

(c) Any renewals past the fourth (4th) year shall require a repeat of payments provided in (a) or (b) above.

3407 Distribution and Step-Up Fees to Performer/Educator.

(a) Canadian Use. The Authority may distribute programs for educational use in Canada upon payment of the following step-up fees to performers/educators based upon the contracted fee for Ontario inclusive of overtime payments payable at the time of distribution.

	<u>First 4 Year Use Period</u>	<u>Second and Subsequent 4 Year Use Periods</u>
CBC Northern Network	6%	4%
Each province outside Ontario	6%	4%
Northwest Territories	3%	3%
Yukon	3%	2%
All Canada	60% if paid in a lump sum	36% if paid in a lump sum

- (b) Foreign Use. The Authority may distribute programs outside Canada for educational use upon payment to the performer/educator of the following step-up fees based upon the contracted fee for Ontario inclusive of overtime payments payable at the time of distribution.

	<u>First 4 Year Use Period</u>	<u>Second and Subsequent 4. Year Use Periods</u>
(i) United States and its territories	25%	15%
OR		
United States and its territories - for use as 16 millimeter film in recognized educational institutions, to non-paying audiences only (subject to an additional 5% for all other educational uses except television network, or an additional 15% for all other educational uses including television network)	20%	12%
(ii) Each state of the United States	7 1/2%	4 1/2%
(iii) United Kingdom	15%	9%
(iv) All other countries	5% per country	3% per country
(v) World use outside Canada and the United States	40% Cumulatively	25% Cumulatively

- (c) The Authority agrees to furnish ACTRA with a list, in April of each year, of all programs distributed outside Ontario. Such list shall indicate the program title; series and episode (where appropriate); the territory; the duration of the distribution.

3408 Distribution to Single Institutions and the Canadian Government.

- (a) The Authority may distribute a program, for four (4) years non-broadcast educational use, to an institution anywhere in the world upon payment of a step-up fee of three per cent (3%) of the original contracted fee for Ontario inclusive of overtime payments.
- (b) The Authority may distribute a program for four (4) years non-broadcast educational use, to a department of the Federal Government upon payment of a step-up fee of three per cent (3%) of the original contracted fee for Ontario inclusive of overtime payments.
- (c) Payments made in accordance with (a) above may be applied cumulatively on a geographical basis, by the Authority when acquiring rights under clause 3406 or clause 3407.
- (d) Payments made in accordance with (b) above may be applied cumulatively by the Authority when acquiring Canadian use rights.

3409 Emerging Nations. Nations listed in Appendix "C" to this Agreement as emerging nations may use programs without payment of any additional use fee.

3410 Cassette Use. Should the Authority wish to distribute a program as a cassette or similar compact device for public sale, it shall pay to each performer/educator in a residual category two and one-half per cent (2 1/2%) of its net sales revenue from the sale of the cassettes, except that the maximum amount payable to performers/educators shall be limited to twelve and one-half per cent (12 1/2%). Where more than five (5) performers/educators are involved in a program, the twelve and one-half per cent (12 1/2%) maximum shall be divided equally among the performers/educators involved.

As a non-returnable down payment against such royalty, each performer/educator in a residual category, up to a maximum of five (5), shall receive a payment based on the original contract fee, as follows:

For up to 750 cassettes	5%
For 751 to 1,500 cassettes	10%
For 1,501 to 3,000 cassettes	20%
For 3,001 to 6,000 cassettes	30%
For over 6,000 cassettes	45%

Where more than five (5) performers/educators in residual categories are involved in a program the non-returnable down payment shall be calculated using the five (5) highest original contract fees. This amount shall be divided equally among the performers/educators.

The Authority agrees to furnish ACTRA with an annual list in April of each year, showing programs distributed as cassettes under the terms of this clause with the number of cassettes sold and the net sales revenue from each cassette program included in the information provided.

3411 Program Themes. Performers/educators engaged for the recording of "theme" music to be used as intro and extro for programs which are part of a continuing series, shall be contracted and paid as follows:

	Jan. 1/91	Jan. 1/92
Voice-over performer/ educator, or solo singer	\$ 351.00	\$ 367.00
Group singer (any number)	\$ 219.00	\$ 229.00

It is understood that the Authority upon payment of the above will have all use and distribution rights for the theme song for a period of four (4) years from the date of first broadcast in accordance with clause 3405(a).

ARTICLE 35 - FESTIVALS AND COMPETITIONS

3501 The Authority may enter its programs in festivals and competitions and authorize all use ancillary and incidental thereto without additional payment.

Where the festival or competition or the category in which the Authority participates is limited to producers of educational programs the program may be broadcast once in each participating jurisdiction, without further payment (either by network or syndication). In all other areas the program cannot be broadcast until the appropriate use step-up and/or royalty payments are made.

ARTICLE 36 - SCHEDULE OF MINIMUM (SCALE) FEES TO PERFORMERS/
EDUCATORS FOR DUBBING (LIP SYNCHRONIZATION)

3601 The following fees and conditions of work shall be paid to performers/educators for voice synchronization by a performer/educator off-camera to match the on-camera performance of another performer/educator or the voice synchronization by a performer/educator off-camera to match a filmed animation, and shall entitle the Authority to all rights in the performance.

The following fees do not apply to post synchronization where a performer/educator synchronizes his/her own voice to his/her own on-camera performance. The work session fees provided in Article 34 for off-camera performance shall apply.

3602 The provisions of Articles 12 and 13 governing the hours of work for performers/educators and the provisions of Article 15 governing meal periods for performers/educators shall apply.

3603 Fees. Each performer/educator shall be paid for each program or episode of a series:

(a) a minimum fee of \$86.00 (January 1, 1991) increasing to \$90.00 (January 1, 1992) which shall include two (2) hours of work time

(b) work time rate of \$28.00 (January 1, 1991) increasing to \$29.00 (January 1, 1992) per hour thereafter.

3604 Payment of the above fees shall entitle the Authority to unlimited use of the dubbed or lip synchronized work without additional payment to the performer/educator.

3605 (a) The first hour starts from the time of call.

(b) Should the Authority call a performer/educator for more than one separate reporting time any one day, each new reporting time will constitute a new first hour of work.

(c) No work session shall be more than five (5) hours without a meal break.

(d) Such meal break shall not be less than one hour or in excess of one and one-half (1 1/2) hours in any one day, such meal breaks shall not be paid.

- (e) Should the Authority call a meal break of longer than ninety (90) minutes, the new reporting time after the meal break will constitute a new first hour of work.
- (f) Notwithstanding the foregoing, if the Authority grants an extended meal period beyond the one and one-half (1 1/2) hours at the request of the performer/educator or if the Authority allows more than one separate reporting time during any one day at the request of the performer/educator, then the rate of pay for that performer/educator will be calculated on the actual number of hours worked by the performer/educator as an uninterrupted day.
- (g) The performer/educator shall be guaranteed a minimum call of two (2) hours for each engagement.

3606 The Authority shall pay to the nearest ACTRA office the regular stewarding fee provided in clause 507 of this Agreement.

ARTICLE 37 - PAYMENT

3701 All payments of fees must be mailed by prepaid first class mail within fourteen (14) calendar days following the completion of work or completion of a week's work, whichever occurs first, except in the case where external circumstances temporarily intervene, in which case payment shall be made no later than twenty-one (21) days thereafter.

3702 Non-Waiver of Rights. The acceptance by the performer/educator of any payment shall not be deemed a waiver by such performer/educator of right under this Agreement.

3703 In the event that payment of fees is not made as provided in Clause 3701, and the Authority has failed to make such payments with seven (7) days of receiving written notice that payment is overdue, the Authority shall pay a late payment charge in the amount of two per cent (2%) of the total gross fees, for each thirty (30) day period, or part thereof, that payment is delayed, beyond the expiry of the seven (7) day period.

ARTICLE 38 - RECORDING

3801 Recording Labels. The Authority agrees to notify persons with whom it contracts for the use of its programs, of the rights limitations on such programs.

3802 Release of Recording by the Authority. Recordings involving performers/educators may be made and used for references, file and private audition for prospective purchasers and

distributors, without payment to the performer/educator provided this right is not abused. The Authority further undertakes not to release, by loan or otherwise, any recording of a program involving performers/educators, to any person, firm or corporation whatsoever, for any purpose except as provided in this Agreement.

3803 Excerpts of Recordings. The Authority may take excerpts from a program in which a performer/educator has participated, for use in another program, upon the payment to the performer/educator of a fee equal to the rate payable 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. Such payments shall entitle the Authority to use the rights for the program which would apply if the performer/educator had actually participated in the production of it; provided, however, where the excerpt is a performance of an educator and is to be used out of the context of the original program of which it is a part, such excerpt may not be used by the Authority without the consent of the educator, such consent will not be unreasonably withheld.

3804 Excerpts of Recordings. Notwithstanding clause 3803 above, in the event the excerpt is five (5) minutes or less in duration, payment for the excerpt may be calculated on the fifteen (15) minute rate for the original category of performance.

ARTICLE 39 - DOUBLING

3901 Performers/Educators Doubling In or Out-of-Category. Performers/educators who are engaged to perform in more than one (1) category shall receive an additional payment of fifty per cent (50%) of the total fee including extra rehearsal, but excluding above minimum (above scale) for each double.

3902 Doubling Variety Programs.

- (a) A singer, dancer or chorus performer in a variety program who appears as an actor in extra or bit classification shall receive a fee equivalent to the appropriate extra or bit 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.

- 3903 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 the role, or a solo dancer may speak lines or do such minor singing which is incidental to the role.
- 3904 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 fifty per cent (50%) of the minimum guarantee, perform in all categories according to the requirements of the role being played.
- 3905 Participation in Crowd Noises. Voluntary participation in crowd noises shall not be considered as doubling, and is permissible without additional compensation.
- 3906 Understudy. A performer/educator engaged to act as an understudy shall receive fifty per cent (50%) of the minimum guarantee for the part the performer/educator understudies in addition to the fee for the part the performer/educator plays.
- 3907 Off-Camera Work During On-Camera Engagement. A performer/educator engaged for on-camera work shall be paid the on-camera rate required by the engagement contract for any off-camera work during such engagement.
- 3908 Photographic Doubling. A performer/educator who doubles on-camera for another performer/educator shall receive the fee payable for the category of performance in which the doubling occurs.

ARTICLE 40 - EDUCATORS NOT TO ACCEPT TERMS LESS FAVOURABLE

- 4001 The Association agrees that educators will not accept engagements for educational programs with the CBC, CTV or their respective affiliates or any other producer with whom ACTRA has an Agreement, at rates and terms of engagement which are less favourable to the educator than would be the case if the person were a performer, engaged pursuant to the respective ACTRA Agreement.

ARTICLE 41 - ROYALTY FEES - NON-EDUCATIONAL USE

- 4101 In the event the Authority wishes to distribute a program for non-educational purposes, the Authority shall pay to the performers/educators in the program, in addition to the contracted fees and any applicable renewal and/or territorial step-up fees for educational use, a royalty fee based

upon the following formula:

- (a) Two and one-half per cent (2 1/2%) of the gross sale price of the program to each performer/educator involved in the program or episode up to a maximum of twelve and one-half per cent (12 1/2%) of the gross sale price where five (5) or less performers/educators in residual categories are involved.
- (b) Where more than five (5) performers/educators are involved in a program or episode the twelve and one-half per cent (12 1/2%) of the gross sale price shall be divided equally among the number of performers/educators in residual categories of performance.
- (c) The Authority shall make payment to the performers/educators on a quarterly basis within thirty (30) days of the end of the quarter, for sales made during the quarter.
- (d) The Authority shall have the right to re-edit a program for timing purposes. Where the material involves the performance of an educator, the Authority agrees to consult with the educator unless the educator is not available. The Authority shall endeavour to protect the educational integrity of a program when re-editing.
- (e) Should the Authority distribute a program for non-educational use, without charge or for a nominal fee, the parties shall meet and determine the fair market value of such distribution. The royalty fee payable to performers shall be based on such agreed fair market value.
- (f) The Authority agrees to furnish ACTRA with a list, in April of each year, of all programs distributed for non-educational use. Such list shall indicate the program title; series and episode (Where appropriate); the territory; the duration of distribution; and the gross sale price.

ARTICLE 42 - APPENDICES

4201 The Appendices listed and attached hereto, shall form part of this Agreement.

- Appendix "A" - Standard Contract
- Appendix "B" - Time Report
- Appendix "C" - Emerging Nations
- Appendix "D" - Consultants and Advisory Committees
- Appendix "E" - Authority Use of Material Produced by
University, School or Community Colleges
- Appendix "F" - Statement of Intent

ARTICLE 43 - TERM OF AGREEMENT

- 4301 This Agreement shall commence on ratification by the parties and shall remain in force until the 31st day of December, 1992 and from year to year thereafter unless that, prior to the expiration date of this Agreement, either party desires to negotiate a new agreement and gives notice in writing to the other party not less than ninety (90) and not more than one hundred and twenty (120) days prior to expiry date of this Agreement. Notwithstanding the above, it shall be a condition that the duly constituted representatives of the adherents to the Agreement shall meet on or before ninety (90) days prior to the expiration date to exchange proposals.
- 4302 Notwithstanding the provisions of clause 4301 above, all fees including hourly and overtime rates provided herein shall become effective January 1, 1991 for all contracts signed on or after that date.
- 4303 It is agreed that during the period of negotiations for the renewal of this Agreement, the provisions of the Agreement shall remain in full force and effect or until such time as either party gives not less than ten (10) days written notice to the other party of its intention to terminate the Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT
TO BE EXECUTED THIS 13th DAY OF December 1991.

THE ONTARIO ASSOCIATION OF
ARTISTS AND EDUCATORS:

THE ONTARIO EDUCATIONAL
COMMUNICATIONS AUTHORITY

ALLIANCE OF CANADIAN CINEMA,
TELEVISION AND RADIO ARTISTS

Donald Hale

ONTARIO CONFEDERATION OF
UNIVERSITY FACULTY ASSOCIATIONS

R. L. Miller

Stewart P. Day

ONTARIO TEACHERS' FEDERATION

ONTARIO PUBLIC SERVICE
EMPLOYEES' UNION

Contract
 Contrat à l'intention des
 artistes et des éducateurs

AN AGREEMENT between the Ontario Educational Communications Authority (TVOntario) and
 CONVENTION passée entre l'Office de la télécommunication éducative de l'Ontario (TVOntario) et

Name / Nom _____ (the Performer/Educator) / (l'artiste/l'éducateur)

Address / Adresse _____

Series Title / Nom de la série _____ Series Number / Numéro de la série _____ BPN _____

Program Title / Nom de l'émission _____ Producer / Producteur _____

Program Length / Durée de l'émission _____ Social Ins. No. / N° d'assurance soc. _____ ACTRA No. / N° ACTRA _____
non membre de l'ACTRA / non membre de l'ACTRA OCUFA / U A P U O OTF / FEO OPSEU / SEU

Date of Issue / Date d'émission _____ Performer/Educator Category / Catégorie de l'artiste/l'éducateur _____ Role / Rôle _____

To Be Produced / Dates de production _____ Included Hours / Heures incluses _____ Additional Work Time Rate / Remunération pour travail supplémentaire _____
per hour \$ / par heure \$

Fee / Rémunération _____ Dollars (\$) _____ for one program / dollars (\$) _____ \$ par émission _____

_____ Dollars (\$) _____ for _____ programs / dollars (\$) _____ \$ pour _____ émissions _____

Additional Clauses / Dispositions supplémentaires

Terms and Conditions

- 1 Performers and educators may negotiate terms in excess of the minimum fees and conditions of engagement provided in the Agreement between TVOntario and the Ontario Association of Artists and Educators (Article 5, clause 505).
- 2 The Schedules of rehearsal and performance will be supplied as quickly as possible to the Performer/Educator and shall be deemed to be part of this contract. The Performer/Educator agrees that he/she will assume full responsibility concerning his/her union affiliation and these affiliations will meet the requirements of TVOntario.
- 3 The Performer/Educator, in accepting this contract, acknowledges that the programs compose a television series and that his/her services may be required on further production in addition to the dates specified above. The Performer/Educator agrees, therefore, to make his/her services available to the Producer on a mutually agreed schedule, when further production dates are determined. This Agreement will terminate on the date when the last program of the series is complete and acceptable for telecast.
- 4 This contract of engagement is subject to the terms, rates and conditions of the Agreement between the Ontario Association of Artists and Educators and TVOntario covering performers and educators in programs produced for TVOntario, and should any provision of this contract be less favorable than the minimum provisions of the said Agreement, the authority is hereby given to modify such provision to conform to the Agreement referred to above.

Conditions générales

- 1 Les artistes et les éducateurs peuvent négocier des conditions de rémunération et d'emploi plus avantageuses que celles stipulées dans la convention passée entre TVOntario et l'Association ontarienne des artistes et éducateurs (article 5, clause 505).
- 2 L'horaire ou les horaires des répétitions et des représentations seront fournis le plus tôt possible à l'artiste/l'éducateur et feront partie intégrante du présent contrat. L'artiste/l'éducateur assume l'entière responsabilité de son affiliation syndicale et ladite affiliation doit satisfaire aux exigences de TVOntario.
- 3 L'artiste/l'éducateur qui signe le présent contrat reconnaît que les émissions constituent une série télévisée et que ses services pourraient être requis à des dates de production ultérieures à celles qui sont précisées ci-dessus. Par conséquent, l'artiste/l'éducateur accepte de se mettre à la disposition du producteur à des dates convenues par les deux parties lorsque les dates de production ultérieures auront été fixées. Le présent contrat prend fin à la date où la dernière émission de la série est terminée et acceptable pour la diffusion.
- 4 Le présent contrat est assujéti aux conditions et aux tarifs prévus par l'accord entre l'Association ontarienne des artistes et éducateurs et TVOntario relativement aux artistes et éducateurs qui ont participé aux émissions produites pour TVOntario. Au cas où le présent contrat comporterait une disposition moins favorable que les dispositions minimales prévues par l'accord, TVOntario accepte de modifier ladite disposition pour qu'elle soit conforme à l'accord.

Performer/Educator Signature / Signature de l'artiste/l'éducateur _____ Date _____

TVOntario/Signature / Signature de TVOntario _____ Date _____

Contract Number / N° de contrat _____
 000276

APPENDIX "C"

EMERGING NATIONS

Afghanistan	Madagascar
Albania	Malagasy
Algeria	Malawi
Andora	Maldives
Aruba	Mali
Bahamas	Mauritania
Bangladesh	Mauritius
Barbados	Mozambique
Belize	Namibia
Benin	Nepal
Bermuda	Niger
Bhutan	Nigeria
Botswana	Papua New Guinea
Burkina Faso	Philippines
Burma	Rwanda
Burundi	Sao Tome and Prinoipe
Cameroons	Senegal
Cape Verde	Seychelles
Central African Republic	Sierra Leone
Chad	Somalia
Comoros	Sri Lanka
Curacao	Sudan
Cyprus	Swaziland
Dahomey	Tanzania
Djibouti	Togo
Equatorial Guinea	Trinidad & Tobago
Ethiopia	Tunisia
Fiji	Turks & Caicos Islands
Gabon	Tuvalu
Gambia	Uganda
Ghana	Upper Volta
Gibraltar	Vanuatu
Guam	Vietnam
Guinea	Western Samoa
Guinea-Bissau	Windward Islands
Guyana	Yemen
Haiti	Yemen Democratic Republic
India	Zaire
Indonesia	Zimbabwe
Ivory Coast	
Jamaica	
Kampuchea (Cambodia)	
Kenya	
Kiribati	
Laos	
Leeward Islands	
Lesotho	
Liberia	

APPENDIX "D"

JOINT POLICY

between

THE ONTARIO EDUCATIONAL COMMUNICATIONS AUTHORITY

and

THE ONTARIO ASSOCIATION OF ARTISTS AND EDUCATORS

STATEMENT OF INTENT

The participation in Authority activities of professionals and experts in educational fields is essential to the Authority conviction that provisions of educational opportunities must advance in an environment characterized by mutuality of service and community of interest.

Such participation is an opportunity to advance the development of educational opportunities within the Province. These objectives are shared by professionals, experts and the Authority. Those invited to participate are approached as individuals and not as representatives, unless so stated.

The Authority's interest in these matters is to involve a broad spectrum of educational talent. Accordingly, it welcomes suggestions from people with whom it may work, from associations, ministries and other bodies.

GENERAL PROCEDURES, CONSULTANTS AND ADVISORS

This policy shall be published for responsible officers of associations, ministries and other bodies with which the Authority deals, in addition to the two parties to the policy.

Invitations to individuals to participate in Authority work shall be in writing, and shall include a copy of this policy. Similarly, notice of termination of engagement shall be in writing.

Upon written request by the Association, the Authority shall forward to the Association, in September and March of each year, lists of the names of consultants and committee members and the title of the project for members of any one of the organizations of the Association.

PROCEDURES, ADVISORY COMMITTEES

There are generally two types of advisory committees.

1. Overview advisory committees. These include the Directors Consultative Groups that examine priorities for the branches; Programming Committees that advise re the needs of audience groupings; and Subject-Discipline Committees. The Ontario Teachers' Federation shall be invited to appoint a representative to all such committees dealing with pre-school, in-school and teacher education. The Ontario Confederation of University Faculty Associations shall be invited to appoint a representative to all such committees dealing with the university community.
2. Project advisory committees. These are concerned with specific projects under development or consideration.

Authorization for the release of committee members during regular and working hours shall be sought officially, rather than by individuals, through the responsible employer concerned.

Advance notice of meetings shall be sent to the committee member and to the representative of the employer as required.

Advisory committees shall record and distribute minutes or reports to all Committee members unless the Committee decides otherwise.

Committee members shall be notified of the first telecast date of a series on which they advised.

All committees shall discuss and advise concerning objectives.

Project advisory committees ordinarily shall discuss and advise concerning specific curricular objectives for a series or a special program.

Committee members may be asked to respond informally and briefly to script ideas subsequently developed by the Authority.

An honourarium of \$50.00 per day shall be paid to a member of an advisory committee.

The Authority shall reimburse the member of an advisory committee for expenses. The Authority pays legitimate documented travel and out-of-pocket expenses (necessary overnight accommodation and meals).

The Authority will pay approved costs as follows:

Economy air fare or first class train or bus fare from the place of departure and return (plus transportation to and from the airport or railway or bus terminal); or the appropriate mileage rate as per clause 1102 (b) of the OAAE/OECA Agreement.

Should the member of an advisory committee provide services within the jurisdiction of the OAAE/OECA Writer or Performer/Educator Agreements, a separate contract shall be signed under the provisions of the relevant OAAE/OECA Agreement.

PROCEDURES, CONSULTANTS

Consultants shall ordinarily be attached to a particular project. Their assignment may be derived from work by a project advisory committee, but their functions are considered to be more specific than those performed by advisory committee members. These functions are agreed upon in advance as part of a negotiation between the consultant and the Authority. The negotiation and the fee arrived at shall be confirmed by formal agreement.

The Authority shall have the right to use any copyright materials developed by a consultant in the specific program or program series concerned but any copyright held by the consultant shall remain vested in the consultant.

When the consultant's claim to copyright is identified on material supplied to the Authority, the Authority shall not reproduce copies of such material without also reproducing such copyright identifications.

An honourarium of \$100.00 per day or \$50.00 per half day shall be paid to a consultant.

The Authority shall reimburse a consultant for expenses. The Authority pays legitimate travel and out-of-pocket expenses (necessary overnight accommodation and meals). The Authority will pay approved costs as follows:

Economy air fare or first class train or bus fare from the place of departure and return (plus transportation to and from the airport or railway or bus terminal); or the appropriate mileage rate as per clause 1102 (b) of the OAAE/OECA Agreement.

Should a consultant provide services within the jurisdiction of the OAAE/OECA Writer or Performer/Educator Agreement, a separate contract shall be signed under the provisions of the relevant OAAE/OECA Agreement.

RECOURSE PROVISIONS

Because of the interests shared by the Authority and the academic community, the Authority wishes to be particularly sensitive to all complaints that advisors and consultants may have.

A member of any one of the organizations of the Association may notify the Authority of any complaint which occurs as the result of a incident arising from the application of this policy.

Should the complaint not be resolved to the satisfaction of the member, it may be brought to the attention of the Authority in writing, through the Association and attempts will be made to resolve it at that level.

If the Association's and the Authority's representatives are unable to settle the complaint, it shall then be referred to the OAAE/OECA Joint Standing Committee, composed of four (4) representatives of the Authority and four (4) representatives of the Association, for solution.

A majority vote of this Committee shall constitute a decision.

Should the vote of the committee result in a tie, the Committee shall forward a written statement of facts to the Chairman of the Authority and President of the Association member that normally represents the consultant, who shall review the complaint and jointly provide guidance to the Committee for final resolution.

APPENDIX "E"

The following principles shall apply to Authority use of materials produced by Ontario universities, schools and community colleges:

- 1) Where a university, school or community college and its faculty members are engaged in the production of educational materials for the internal use of the educational institution not involving broadcast or distribution by the Authority, the conditions and terms governing the production of such materials shall be as agreed between the institution and its faculty members.
- 2) Where material is produced within and by a university, school or community college and the Authority proposes to distribute and/or broadcast such material, the parties to this Agreement agree that the terms and conditions governing the use of such material should be the result of discussions among the Authority, the OAAE, the institution and the educator.

APPENDIX "F"

STATEMENT OF INTENT

The parties agree to meet during the term of this agreement, at the request of either party, to discuss matters of mutual concern such as the distribution and use pattern and the type and amount of original programming.

IT IS AGREED THAT all parties will proceed with ratification as quickly as possible. However, should ratification by ACTRA's membership not be completed before January 1, 1991, the Authority agrees to implement the 4.5% general increase on the condition that such increase may be withdrawn in the event that the Agreements are not ratified. All contracts based on the higher fees and entered into prior to any rejection of the Agreement by ACTRA's membership will be treated as "overscale" and not subject to reduction.