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COLLECTIVE AGREEMENT

BETWEEN

L'UNION DES ARTISTES

AND

THE CANADIAN BROADCASTING CORPORATION

from August 18, 1988 to February 11, 1991

INTRODUCTION

The parties declare as follows:

FIRSTLY

L'Union des Artistes is a professional syndicate whose members perform in theatre, motion pictures TV or Radio in French-speaking Canada.

SECONDLY

The Corporation is a public body constituted in accordance with the Broadcasting Act (1970 R.S.C. Chap. B 11). Its mandate is to reflect over the air the various aspects of the national life, interests and aspirations of the Canadian people.

THIRDLY

The provisions set forth hereunder are limited to the subjects expressly mentioned in this agreement.

FOURTHLY

The masculine gender refers to persons of both sexes, whenever it is used in this agreement.

FIFTLY

The Corporation recognizes the Union des artistes as the only bargaining agent for the terms and conditions of this agreement.

CHAPTER 1 - DEFINITIONS

The parties agree to the following definitions:

1.1

Anateur: one who practices an art or a sport: as a pastime and not for money.

1.2

Commercial Message: message pertaining to a sponsor, his services or products, except that the incidental mention without commercial intent of one of the foregoing does not constitute a commercial message.

1.3

Performer: any person engaged in one of the fonctions of article 2.

1.4

Guest Performer: an active member of the Union who is invited to be interviewed on a program. This term also applies to an active member of the Union who is invited to take part in a quiz game.

1.5

Variety Performer: pereon who performs in a specialty act.

1.6

Air promotion: publicity given by the Corporation to its own programs or to its function by means of still photos or recordings taken during rehearsal, extracted from ita programs or produced specifically for the purpose.

1.7

Audition: a test session. It is called a general audition when held to draw up a list of the pereons auditioned, and e private audition when held to assist in the selection of a cast.

1.8

Fee: amount owed **eo** a performer as remuneration for services performed under his contract. The fee shall comprise at least the scale minimum, plus extra rehearsal time, overtime, nights and holidays, but shall not include travelling time, travel expenses or subsistence allowances.

1.9

Stuntuan: person who performs assignments that are unusual, difficult or dangerous or that require special skills or training.

1.10

Singer: one who performs a lyric work, He is called.

- a) Soloist: when he sings alone or steps out of a group to sing sixteen bars or more of music:
- b) Duettist: when he performs in a song duet;
- c) Chorus performer-soloist: when he steps out of a group to sing less than sixteen bars of music;
- d) Chorus Performer: when he sings in a chorus.
 - e) Small Group Singer: accompanying voice serving as a sound background usually for a soloist and performing in a group of three (3) or four (4) artists each of whom individually takes part.

1.11

Chorus-leader: one who trains or conducts chorus performers; does not include orchestra conductor or director or rehearsals.

1.12

Group-leader: member of the Union responsible for calling or forming other performers into a group.

1.13

Chorus: group of singers, dancers, mimes or other performers performing the same work together.

1.14

Choreographer: an active or trainee member of the Union who stages a ballet, who can assume responsability €or the choreography and who calls or forms the dancers into a group.

1.13

Chorus: group of singers or other performers performing the same work together.

1.15

Actor: performer who acts a parr in a dramatic performance in one of the following capacities:

- a) Principal performer: actor who speaks more than fifty words in a live broadcast or television recording or who has more than twenty-five lines in a film production;
- b) Supporting performer: performer whose characterization does not require more than fifty words in a live broadcast or a television recording or who in a film production has from eleven to twenty-five lines;
- c) Bit performer: actor who in a film production has ten lines or less;
- d) Special business extra: actor who has no lines to speak bur who is closely indentified with a particular character or pert;
- e) Extra: actor who merely helps to create atmosphere and whose participation is limited to crowd noises or movements.

- a) Principal performer: actor who speaks more than one hundred and fifty words or more in a broadcast.
- b) Supporting performer: actor who speaks from fifty to one hundred and fifty words in a broadcast.
- e) Bit performer: actor who speaks fewer than fifty words in a broadcast.

1.16

Contract: the individual written contract of a performer.

1.17

Doubling: performing more than one fonction in a same program or more than one role in a same work.

1.18

Dancer: performer who execute a choreographic work.

- a) Soloist: dancer who dances alone;
- b) Duettist: dancer who performs in a dance duet:
- c) Chorus performers dancer who dances in a chorus;
- d) Chorus performer-soloist: dancer who steps out of a group to perform less than sixteen bars.

1.19

Demonstrator: one who demonstrates or visually presents an object, an action or the use of a service or product.

1.20

Director of rehearsals: an active member of the Union who directs others during rehearsals and acts as stage director,

1.21

Warm-up and after-show; entertainment given to the audience before or after a broadcast.

1.22

Understudy: person who is retained to substitute for the regular performer at a moment's notice or who actually substitutes for him during a recording in silent scenes.

1.22

understudy: person who is retained to substitute €or the regular performer at a moment's notice.

1.23

Program: the program is defined in the contract. Its length is that of its title. A program is called:

- **a)** Actuality program, if it consists of news bulletins, interviews, commentaries or reports on current events, including artistic and cultural activities:
- **b)** An amateur show, if the cast consists of amateurs, who may win ranks or prizes;
- c) Choreographic, when it consists mainly of one or more choreographic works;
- **8ponsored**, when the program time has been wholly or partly reserved and paid for by one or more sponsors;
- e) Drama, when it consists mainly of one or more dramatic works;
- f) Educational, according to whether, by its title and content, it presents and develops a theme or subject in a formal manner;
- **Simulcast**, when it is also broadcast **over** radio;
- g) Simulcast, when it is also broadcast over television:
- h) Lyrical, when it consists mainly of one or more lyrical works;
- t) Magazine, when made up of several distinct parts under a general title, but not including variety shows;
- Magazine, when made up of several distinct parts under a general title;
- j) Opinion, if it consists entirely of expressions of opinion;
- k) A quiz program, if it consists of a quiz;
- 1) Religious or Patriotic, according to whether, by its contents or cast, it is mainly religious or patriotic in character;
- **School,** when an educational program is controlled and sponsored by an educational institution recognized by the Conference of Canadian Universities, a Department of Education or any organization duly empowered to co-ordinate the curricula of public educational institutions.
- n) A variety show, when it consists of a series of variety acts (that may or may not be ready before the engagement) and song end dance numbers.

TELEVISION

PADIO

1.24

On camera: visual aspect of a performer's participation.

1.25

Recording: any audio or video recording of an artist's performance:

- a) Television: usually includes rehearsals in the hall and may also include Inserts; it is defined in the contract.
- b) **Film:** rehearsals are identified with the filming itself; it is defined in the contract.

1.26

Episode: one of the programs in a series under the same title.

1.27

Force majeure: circumstance or event beyond the control of either party.

1.28

Gala: stage show designed to pay homage to people who have won prizes, trophies and other similar awards.

1.29

Guarantee: in a contract, the Corporation's guarantee regarding the number of programs in a series in which the performer will participate.

1.30

Cast credits: list of persons taking part in a program.

1.31

Grievance: any dispute concerning the interpretation or application of this agreement.

1.32

Calls:

1.32.1

Included time:

- When the **number** of hours is based on the length of the program and payment for such hours is an integral part of the minimum.
- b) Film contract: when the number of hours is based on the length of the recording day and when payment is an integral part of the minimum.

1.32.2

Extra time

- Television contract:: is added to the included hour8 at the time of the contract, whether it occurs between the first call and the set call, whether it occurs between dismissal from the set and return to the place of call, whether it is used for make-up, for removal of make-up, for fittings or for the waiting time involved. Such time shall not count for computing overtime.
- between the first call and the set call, whether it occurs between dismissal from the set and return to the place of call, whether it is used for make-up, for removal of make-up, for fittings or for the waiting time involved. Such time shall not count in computing overtime;

8) When it is added to the hour8 included at the time of the contract.

1.32.3 Overtime

- a) Television contract: when it extends beyond the contract or exceeds the normal eight-hour day;
- b) Film contract: when it runs over the eight-hour recording day or the four-hour recording day without interruption;
- a) When it extends beyond the contract.

1.33

Might work: time worked between 11h00 a.m. and 07h00 a.m. hours.

1.34

Off-camera: sound aspect of a performer's participation.

1.35

Illustrator: a performer who, without the aid of electronic equipment, shows or makes graphic or modelled illustrations on the screen.

1.36

Identification: letters, logo or phrase serving a station or network as a means of identification.

1.37

Series identification: pre-recorded sequence serving to Identify a program series.

1.38

Insert: pre-recorded part of a television program.

1.39

Filler: non commercial recording not exceeding three and one half minutes in length, designed to fill a gap between two programs.

1.40

Day: calendar day.

1.41

Day of stand-by: day in which the performer, if he agrees to standby without a call, is immobilized at the Corporation's request outside the territory served by the public transit system of the town where the local of the Union to which the performer belongs is located.

1,42

Line: a line consists of fifty characters or spaces. Each cue is equivalent to at least one line.

1.43

Puppet handler: person who handles one or more puppets.

T.44

Model: person who, without a script, displays hairstyles and clothing by wearing them.

1.45

Supplemental merket: sales of radio or television programs, or parts or elements of programs, for presentation by means of video, cable, pay TV or conventional radio or television, and presentation on closed circuit, such sales being in one or more of these markets.

1.46

Puppeteer: person who handles one or more puppets and speaks their parrs.

1.47

Member: someone in good standing with the Union des artistes, He may be a member, a probationer or a permit holder.

1.48

Mime: performer in a pantomime. He is called:

- a) Soloist: when he mimes alone;
- b) Deettist: when he performs in a pantomime duet;
- c) Chorus performer: when he mimes in a chorus.

1.49

Variety act: monologue, scene played or sung, feat of skill, strength or intelligence, ready for performance prior to engagement and given as such by the performer.

1.49

Variety act: monologue, scene played or sung, ready for performance prior to engagement and given as such by the performer.

1.50

Set: playing area where rehearsals, recording or broadcasts take place,

1.51

Post-synchronization: synchronization of sound to image or of image to sound which the performers of an original version ate required to do over their own parts.

1.52

Applicant: person who performs a proposed part in a private audition.

1.53

Additional quarter-hour: beyond sixty (60) minutes, the length of the program is counted in quarter-hours; this is always provided for in the contract.

1.54

Extra quater-hour: length of time, up to maximum fifteen (15) minutes, that a program runs beyond the first five (5) minutes over it 8 contract length.

1.55

Production location: location where the Corporation establishes quarters for its production personnel.

1.56

Stand-in: a person who substitutes for a performer during rehearsal.

1.57

Rehearsal: hours of work put in by a performer in preparing a program under the direction of the Corporation.

1.58

Cuesan: person who gives the cues during an audition.

1.59

Repeat: rebroadcast of a recording on the same station,

1.60

Person responsible for a child: one of the child's parents, hie legal guardian or an adult having responsibility for the child,

1.61

Performance risk: danger run by a performer in undertaking an action outside his general experience, or which is considered risky or dangerous.

1.62

Series: group of programs under the same title.

1.63

Bates: principles of minimum remuneration,

1.64

Telethon or radiothon: public event designed to collect donations from the public in support of a particular cause.

1.65

Coverage area: area covered by any program, It **is** called:

1.65.1

LOCAL, when the program is broadcast by only one station other than CBFT;

1.65.2

REGIONAL, when the program is broadcast by two or more stations in one of the following regions: British Columbia, Prairies, Ontario, Quebec, Maritimes, Newfondland;

1.65.3

NATIONAL, when the program is broadcast by CBFT or by two or more stations in two regions: called French national or English national. The national coverage areas include all Corporation-owned or affiliated stations;

1.65.4

canadian, when the program is broadcast simultaneously or subsequently in French and English national coverage and subsequently by community antenna and/or cable broadcast systems in areas not covered by french network;

1.65.5

FOREIGH, when the program is broadcast outside Canada.

1.65

Coverage area: area covered by any program, whether it be AM, FM or Radio Canada International. It is called:

CANADIAN, when the program is broadcast in Canada. The Canadian coverage area includes all Corporation owned or affiliated stations.

FOREIGH, when the program is broadcast outside Canada, except by Radio Canada International via shortwave.

CHAPTER 2 - SCOPE OF AGREEMENT

2.1

This agreement covers any person engaged by the Corporation in one of the following classification or functions:

Host

Variety performer

Stuntman Singer

Chorus leader Group leader Choreographer

Actor Dancer

Rehearsal Director

Understudy
Illustrator
Puppet handler

Model Puppeteer Mine

Stand-in Cueman Host

Variety performer

Singer

Chorus leader Group leader

Actor

Rehearsal Director

Understudy Stand-in Cueman

2.2

Notwitstanding the foregoing article; this Agreement does not apply to:

- a) CBC employees, who by their profession or their status, participate in a program as a guest performer;
- b) guest performers who take part in a political program or who are interviewed in connection with a current event affecting them or an activity other than their artistic activity;
- c) chorus leaders acting as orchestra conductors;
- d) group leaders or choreographers who are not already members or trainee members of the Union;
- e) rehearsal directors who are not already members of the Union;

f) a person who, in accordance with his occupation or status, takes pact in a program as a demonstrator;

- amateurs or groups of amateurs taking part in an amateur show three times a year (from January 1 to December 31);
- h) amateurs and groups of amateurs, including choirs, who participate twice a year (from January 1 to December 31) in programs other than for amateurs (this exclusion, however, does not include drama programs);
- 1) contestants selected from a radio audience or from the general public for participation in quiz programs or contests;
- j) persons taking part in events which are being reported or who appear incidentally in a studio audience;
- k) extras in film productions shot more than eighty kilometres from headquarters;
- 1) persons in film production following their ordinary occupation or profession at their usual place of work, provided they are subjected only to camera rehearsals.
- m) children less than sixteen (16) years old, unless they take a professional part in a program.

2.3

A staff announcers specifically retained by a sponsor to broadcast a commercial remains subject to this agreement.

2.4

A demonstrator who takes part in a commercial is subject to this agreement.

2.5

When the Corporation engages three (3) chorus performers with the object of forming a chorus, it shall also appoint a chorus-leader, unless the orchestra conductor already acts in that capacity or a choreographer except for a variety act.

MINI 3 - GENERAL PROVISIONS

3.1

The Corporation shall not produce any program by itself or with other producers nor broadcast any program it has ordered to be produced for itself which does not comply with this agreement. For coproductions outside Canada, Canadian citizens and members of the Union shall receive at least the scale of remuneration stipulated herein.

3.2

Performers shall respect the Corporation's policy in programming matters and the Corporation, for its part, shall respect their religious, political and moral principles.

3.3

The Corporation assumes responsibility \in or the selection of the performers it engages.

3.4

The behavior of its members shall be above reproach during the execution of their contracts, and the Union shall be responsible.

3.5

Performers may refuse to work with persons other than those excluded by article 2.1, who are not in good standing with the Union.

3.5.1

However, until current contracts have expired, the Union shall authorize its members to work with persons who are under suspension or who have been expelled from its ranks.

3.5.2

In the case of any monthly, semi-monthly, weekly or daily series, the waiver provided for in article 3.5.1 shall not extend beyond the one (1), two (2), three (3) or five (5) programs respectively which immediately follow the notice of suspension.

3.5.3

For the purpose of article 3.5.2, daily program shall mean a program that is broadcast more frequently than once a week.

RADIO

3.6

Recorded participation is equivalent to live participation.

3.7

The Corporation shall ensure that performers are treated courteously, that they are given suitable accompodation, and that they travel in complete safety. It shall also make arrangements for the safe-keeping of their belongings.

3.8

The parties recognize the following days as being holidays:

- a) Sundays;
- New Year's Day, Good Friday, Easter Monday, and Christmas;
- The Queen's Birthday, the Quebec national Holiday or St. John the Baptist's Day (Quebec), Dominion Day, Labour Day and Thanksgiving Day;
- d) Any other day declared a public holiday by the federal or provincial government.

3.9

Deadlines shall be computed by calendar days.

3.10

In computing deadlines, the date of recording prevails over the date of broadcast.

3.11

The Corporation shall televise each of its recordings once within five (5) years of completion over the stations of the Canadian coverage zone.

3.12 Professional clauses:

3.12.1

The Corporation shall be responsible for any legal costs and judgments a performer may incur in the execution of his contract, provided that the performer has given the Corporation due notice. However, the Corporation may be relieved of this responsibility if it can prove that the performer has committed a serious breach of instructions.

3.12.2

The Corporation agrees not to assign a performer, against his will, a task exposing him to unusual risks in relation to the normal requirements of his profession.

3.13

The Corporation shall give first aid to performers injured in the execution of their contract.

3.14 as (Remote broadcast)

3.14.1

The Corporation shall not broadcast any public event or any performance in which performers appear as such without express permission from the Union unless the Corporation is the producer of such program and unless it undertakes to produce it in accordance with accepted standards of TV production. The Union shall respond as promptly as possible and shall justify any refusals.

3.14.2

Notwithstanding article 3.14.1, the Corporation may record or broadcast a public event or performance in which the performers are participating as such, without having to request authorization from the Union, subject to the following conditions.

3.14.2.1

The Corporation may broadcast annually, the number of public events or performances shown below, for television and radio:

	Network <u>Broadcasts</u>	Local Broadcasts
Radio performance (theater)	10	10
Television performance (theater) Radio variety show	3 5	5 5
Television variety show	5	5
Lyrical performance on radio and television	unlimited	unlimited

3.14.2.2

Broadcast of public events or performances shall not be possible unless the producer of the public event or performance is a member in good standing with the Union.

3.14.2.3

For the purposes of applying article 3.14.2, the events broadcast by the Corporation shall be part of a guaranteed minimum of ten (10) shows for a performance or six (6) performances for a variety show.

3.14.2.4

All gala, telethon and radiothon broadcasts shall be possible only in accordance with article 3.14.1.

3.14.2.5

Whenever the Corporation broadcasts a public event or performance it has not produced, it shall ensure that the producer has acquired, under contract, the broadcast rights from the performers taking part as such.

3.14.2.6

If, when such a public event or performance is being recorded, broadcast rights have not been acquired by the producer of the said public event or performance, the Corporation shall undertake to acquire the broadcast rights from each of the performers through negotiation of a contract of transfer of broadcast rights, the form for which appears in Appendix F.

Only the following provisions of this agreement shall apply to such a contract:

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Chapter 1
Chapter 2, articles 2.1, 2.2, 2.3 et 2.4
Chapter 3, articles 3.6, 3.9, 3.10, 3.11, 3.12.1, 3.14
Chapter 4, articles 4.1, 4.4, 4.5, 4.6
Chapter 5, articles 5.1.4, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.2.6, 5.2.7, 5.3.1, 5.3.2, 5.3.3, 5.3.5, 5.3.6
Chapter 6, articles 6.4.1, 6.4.2, 6.4.3, 6.5.1, 6.5.2
Chapter 7, articles 7.5.2, 7.5.3, 7.5.4, 7.7.1, 7.7.2, 7.7.3, 7.7.4, 7.7.6, 7.8.1
Chapter 8, articles 8.1.1, 8.1.2, 8.1.3, 8.1.4, 8.1.5, 8.1.5.1, 8.1.5.2, 8.1.6, 8.1.7, 8.1.12, 8.1.13, 8.1.18, 8.1.20, 8.3.1, 8.4.1.1, 8.4.1.2, 8.4.1.3, 8.4.3.1, 8.4.4.1, 8.4.5.1, 8.4.6, 8.4.7.1, 8.4.8.1, 8.4.9
Chapter 9
Chapter 10
Chapter 11
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3.14.3

Notwithstanding the provisions of articles 3.14.1 to 3.14.2.6, the consent of the Union is not required and no fee is payable when such captations are inserted in newscasts or reports, provided they do not exceed five (5) minutes. Such performances may not be combined to make a program.

TELEVISION	RADIO	
TURDATORA	REDIO	

3.14.4

When applying article 3.14.2, the Corporation shall advise the Union of its intention to broadcast the event by identifying the producer, the title of the event, the date of recording and the planned date of broadcast. Such notice shall reach the Union at least seven (7) days prior to recording. When a decision the broadcast is made within seven (7) days of the recording, the Corporation shall advise the Union as promptly as possible, though never less than seventy-two (72) hours in advance.

t 4 - RELATIONS BETWEEN THE PARTIES

4.1

The Union shall issue a work permit, upon payment fixed by the Union, in accordance with their status and regulations, to any pereon engaged by the Corporation, unless such performer is disqualified by his conduct. In addition, the Corporation agrees to comply with changes that may arise in the course of the agreement, provided the Union notifies it sixty (60) days before any change.

4.2

The Corporation shall forward to the Officer of the Union or its local, an the case may be, its list of the cast, using the form appended hereto, forty-eight (48) hours before the first rehearsal of the performers participating in a program.

Where there are performers hired less than forty-eight (48) hours before the first call, the Corporation shall inform the Union as quickly as possible.

Furthermore, it shall send the call schedule no later than the day on which it calls the performers concerned.

4.3

The Corporation shall allow a duly authorized steward of the Union access to its studios, provided this person indicates his presence to the producer. The Union steward shall perform his duties without interfering with the work of the studio and, likewise, the Corporation shall facilitate the performance of hi6 duties.

4.4

The Corporation agrees to deduct Union dues at the rate of two end a half per cent (2.5%) of all performers' fees and to remit them to the Union each month, accompanied by a list of the performers, showing opposite each name the particulars of deductions made. In addition, the Corporation agrees to comply with changes that may arise in the course of the agreement, provided the Union notifies it sixty (60) days before any change.

4.5

on the other hand, the Corporation shall contribute seven per cent (7%) (eight per cent (8%) as of October 12, 1988) of the fees of the Union members, probationers and permit holders to the Caisse de Sécurité du Spectacle and, on the other hand, the Corporation shall collect two per cent (2%) of members', probationers' and permit holders' fees. It shall remit these amounts once a month to the Union, together with a list of the performers, showing opposite each name the date and amount of such fees.

4.6

The Corporation shall pay four per cent (4%) of Union members' and probationers' fees into the vacation fund. It shall remit this money once a month to the Union, together with a list of the performers, showing opposite each name the dare and amount of such fees. The vacation fund shall not apply to payments made for residuals unless these are provided for in the initial fee.

4.7

The Union shall assume sole responsibility for the annual payment of the performance premium to its members and probationers and, in so doing, shall hold the Corporation harmless from and against any claims which may be brought against it in respect of such payments.

CHAPTER 5 - ENGAGEMENTS, REPEATS AND CANCELLATION

5.1 Section 1: Engagement of performer

5.1.1

A performer shall be engaged, using the forms appended hereto (Appendix A and I), at least twenty-four (24) hours prior to his first call. The Corporation shall forward one copy to the performer and one copy to the Union.

5.1.2

A series contract provides for engagement in at least one program; it shall include a specific starting and expiry date. However, after completion of the guaranteed number of episodes in a series contract, the performer may, within twenty-one (21) days of his last call notice, advise the Corporation that he is releasing himself from his role or duties.

5.1.2

A series contract provides for engagement in at least one program; it shall include a specific starting and expiry date.

5.1.3

Before a performer signs a contract, the Corporation shall supply him with all the information it has, including any final scripts it has on hand.

It shall also send him a call notice (Appendix J) twenty-one (21) days before the first call to any new episodes in a series.

5.1.4

Nothing shall prevent **a** performer from receiving a fee above **the** scale minimum or better conditions of **work** that those provided for in this agreement. However, this shall **not** deprive &he parties of the rights or relieve them from the obligations contained in this agreement.

5.1.5

The Corporation shall pay performers within twenty (20) days following performance of the work or the recording week.

For recordings taking longer than two (2) weeks, the Corporation shall pay performers within twenty (20) days of the end of each two (2) week periods, for the work performed during this period.

5.1.6

- when the production of a recording substantially changes the nature or importance of the role for which a performer has been engaged and the change results in a new classification of the function in a higher category than the one provided for in the contract, the contract shall be amended so as to pay the performer the fee for the higher category for all the hours worked during the one production.
- b) For series, the provisions of Article 5.1.6 (a) shall apply to all future episodes in the series, including the episode during which the change takes place.

5.2 section 2: Repeats

5.2.1

The Corporation may broadcast repeats of any program on payment for the residuals in accordance with the conditions of this agreement. However, when the Corporation decides to repeat a program beyond five years of the original broadcast, it must inform the Union of its decision as soon as possible, and in all cases at least two months before the scheduled date of broadcasting, except in chance circumstances or instances of force majeure.

5.2.2

In cases of repeats, the Corporation shall forward the performers' fees to them within twenty (20) days of broadcast of the repeat. In cases of foreign broadcasts, the Corporation shall forward the performers' fees to them within twenty (20) days of the date of the assignment contract. It shall inform the Union by means of a letter containing the program title, the names of the performers, the original fee and the repeat fee, and the date of broadcast.

When the Corporation cannot contact one or another of the payees within thirty (30) days, it shall send payment the Union payment of the fees. If, within thirty (30) days of such receipt, the Union has not been able to contact the payee, it shall advise the Corporation, which shall issue a single cheque to the order of the Union in the amount of the cheques non collected. Endorsement of this cheque by the Union shall signify assumption of responsibility for all claims by the payees with respect to payment for the said repeats or assignments and full release of the Corporation, And, should there be legal action, the Corporation shall have recourse in warranty against the Union.

RADIO

5.2.3

In the case of repeats of dramatic, lyric or choreographic programs, nothing added or deleted except announcements. and errors shall Other corrected. programs map repeated in abridged form, provided that the introduction to the new version does not imply that only the best parts of the program were retained.

5.2.3

In the case of repeats of dramatic, or lyric programs nothing shall be added or deleted except announcements, and errors shall be corrected. Other programs may be repeated in abridged form, provided that the presentation of the new version does not imply that only the best parte of the program were retained.

5.2.4

A program excerpt not more than two (2) minutes in length, for insertion in an actuality program, shall not constitute a repeat.

5.2.5

Recorded programs rescheduled after having been interrupted by force majeure shall not be deemed to be repeats.

5.2.6

Repeats in the Canadian coverage zone and the telecast outside Canada of recordings produced before the signing of this agreement are subject only to the conditione of this agreement pertaining to:

- a) percentages of the residuals, and
- b) the time-limits for use.

Options on repeats or telecasts which are taken up by assignment contracts already in force are not, however, subject to these conditions.

5.2.7

Excerpts from programs may be inserted by the Corporation in ocher programs. Payment for each excerpt shall be according to the duration of the new program for the performers taking part in it, except for those already taking part in the program in which the excerpt is used.

5.3 Section 3: Cancellation of contracts

5.3.1

Any contract may be cancelled by either party up to the eleventh (11th) day, inclusive, preceding the date fo the first call or, for series engagements, up to the twenty-first (21st) day, inclusive, preceding the date of the first call.

5.3.2

Should a performer be prevented by force majeure from fulfilling his contract, the Corporation shall pay him for work done on a prorata contract basis; the burden of proof shall rest with the performer.

5.3.3

When a performer through his own fault fails to honour his contract in whole or in part, the Corporation shall be released from its obligations as from the dare of the last program on which he performed his duties properly.

5.3.4

In the cases referred to in article 3.6, the Corporation shall be released from its obligations towards the suspended performer.

5.3.5

In cases where a program has been cancelled owing to force majeure, the Corporation shall pay for rehearsals done on a prorata fee basis,

5.3.6

The prorata fee payment is equivalent to the sum obtained by dividing the fee by the expected number of hours required for performance of the program and multiplying the result by the number of hours actually spent on it by the performer.

5.3.7

If a performer is unable to execute his film contract owing to force majeure, for one day of filming or, in the case of a film series, for five consecutive days of filming, the Corporation is released from its obligations from the first day of non-availability.

5.3.8

In the case of cancellation or interruption of a film production owing to force majeure, the Corporation will pay the fee for production days already worked.

5.3.9

Without reducing the number of days provided in the contract, the Corporation may postpone a film day forty-eight (48) hours before costume call and pay half-fees. It may also postpone it seven (7) days in advance and pay nothing.

5.3.10

In the event of inclement weather, the Corporation may cancel a film day before call rime for production and pay half the fee.

CHAPTER 6 - WORKING CONDITIONS

6.1 Section 1: Calls

6.1.1

A call consists of consecutive hours. It shall consist of not less than two (2) and not more than four (4) hours, or five (5) hours on a camera day.

6.1.2

Performers shall be notified of all on-location calls at least thirty (30) days in advance, with the date., time and location of the call.

6.1.3

A call shall be deemed to fall on the day it begins.

6.1.4

A day shall not normally extend beyond eight (8) hours, not counting breaks or meals, and shall not comprise more than three (3) sessions.

6-1-5

Breaks between sessions held on the same day shall last not less than one (1) and nor more than two (2) hours.

6.1.6

A session interrupted after the first hour for a meal period shall last at least three (3) hours.

6.1.7

Rehearsal time shall not be altered without the consent of all concerned.

6.1.1

A call consists of consecutive hours. It shall consist of not less than two (2) hours, except in the case of five (5) minute ox fifteen (15) minute programs which comprise only one call

6.1.4

A day shall nor normally extend beyond eight (8) hours, not counting breaks or meals

6.1.5

For lyrical and dramatic programs, a session shall not last more than four (4) hours, and a day shall not comprise more than three (3) sessions separated by intervals of at least one (1) hours.

6.1.8

Performers shall report on time for rehearsals.

6.1.9

The Corporation shall have the right of approval for the choice of stand-ins.

6.1.10

A reading session may be scheduled by the Corporation between the signing of the contracts and the first call. Except for variety programs, the Corporation shall call all members of the cast who have three (3) cues totalling not less than fifteen (15) words. Such reading sessions shall be deemed to be rehearsal sessions.

6.1.11

A variety performer shall not be required to rehearse his act more than three (3) times a day.

6.1.12

A dancer's call shall always include a half-hour at the baginning for warm-up.

6.2 Section 2: Rest Periods

6.2.1

Performers shall be allowed a twelve (12) hour rest period between the end of one call and the start of a call on the following day for the same lyric, dramatic ox choreographic production, Hours of encroachment shall be paid at overtime rates.

6.2.1

Performers shall be allowed a twelve (12) hour rest period between the end of one call and the start of a call on the following day for the same lyrical or dramatic show; if there is encroachment, it shall be paid at the overtime rate.

6.2.2

The following provisions shall apply to lyrical and dramatic programs; for other program categories, the Corporation shall endeavour to comply with them as far as possible.

6.2.3

Performers shall be given one (1) hour rest period between two (2) sessions.

6.2.3.1

Sessions shall include at least ten (10) minutes at break time per hour.

6.2.3.2

A performer fa a variety act of physical skill shall be allowed a one (1) hour break between the first and second rehearsals of his act and a two (2) hour break between the second and third rehearsals.

6.2.4

Break periods specified in article 6.2.3.1, excluding the variety performer's break, shall count as working time.

6.2.4

Break periods specified in article 6.2.3.1, shall count as working time.

6.3 Section 3: Meal periods

6.3.1

Performers shall be given at least one (1) hour for meals. Meals shall be scheduled between 11:00 a.m. and 2:30 p.m. and between 5:00 p.m. and 8:30 p.m.

6.3.2

The elapsed time between the end of one meal period and the beginning of the next shall be not less than four (4) hours.

6.4 Section 4: Doubling

6.4.1

Doubling shall be paid at one **and** a half times the highest minimum rate. Proportionately included time increases by half and exta time, overtime, holidays and night work shall be paid at one and one half times the rate.

6.4.2

Variety and guest performers as such shall not be paid far doubling.

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6.4.3

The performance of a part or solo includes taking parr in the relevant crowd scenes or choral parts.

6.4.3

The performance of a solo includes taking part in the relevant choral parts.

6.5 Section 5: C

6.5.1

All performers who do not appear under their own name shall receive cast credits and in general such credits shall not be fewer in number than those given to production personnel.

6.5.2

The Corporation shall not be deemed to have breeched this provision if it is obliged to omit all or part of a credit as a result of delays occurring during a broadcast.

6.6 Section 6: Travel

6.6.1

Should the Corporation require a performer to report to a place outside the zone served by public transportation where its engagement headquarters are situated and not provide transportation itself, it shall pay the performer's fare at public transportation rates.

6.6.2

In addition, the Corporation shall pay at travelling time rates the time spent travelling both ways, up to eight (8) hours per day, unless such time has already been paid for as time worked.

6.6.3

The departure and arrival rime of public transportation in the town where the performer's Union local has its place of business shall be used in computing travelling time.

6.7 Section 7: Costumes

6.7.1

Performers shall provide the street or work clothes which are normally part of their personal wardrobe, All other costumes and accessories shall be provided by the Corporation, including evening dress and gown, tuxedo, cocktail dress and dance or ballet shoes. However, in a variety act of strength or skill, the performer shall supply his own costumes and accessories.

6.7.2

Fitting calls shall consist of a minimum of two (2) hours, except where they immediately precede or follow the rehearsal call, in which case they shall be counted as rehearsal.

6.7.3

The Corporation shall compensate the performer for damage to his clothing and accessories incurred during the course hi8 work. upon presentation of supporting documents. provided the performer shall have dulv attention to the damage before leaving his place of work and shown that the damage was the fault of the Corporation,

6.7.4

On the other hand, the performer shall compensate the Corporation, upon presentation of supporting documents, for any damage he has caused to its property entrusted to him, provided the Corporation shall have duly drawn attention to the damage before the performer leaves the place of work and shall have shown that such damage is the fault of the performer.

6.8 Section 8: Make-up

6.8.1

Make-up and/or hairdressing calls shall consist of a minimum of two (2) hours unless they immediately precede or follow the rehearsal call, in which case they shall count; as rehearsal.

6.8.2

when the performer is required to be made up or in a costume for production purposes, time for removal of make-up and costume changes shall be Included in the call. Otherwise, performers shall be given half an hour for this at the extra time rare.

6.8.3

The Corporation shall supply performers with the necessary material for removal of make-up. For character make-up, the Corporation shall supply performers with the necessary personnel.

6.9 Section 9: Performance risk

6.9.1

Should the Corporation require a performer to run a risk which has not been specified in the contract, the performer may either refuse to run the risk or negotiate an extra fee.

6.9.2

When a stunt involves a serious performance risk, the Corporation shall take it into account and the stuntman may demand that a journeyman stunt performer be present.

6.10 Section 10: Special conditions applying to children

6.10.1

The Corporation and the Union agree that special attention shall be paid to children so as to protect them from fatigue and inadequate working conditions. Accordingly, the Corporation and the Union accept; that children under twelve (12) shall be accompanied by an adult who shall be responsible for them. Children over twelve (12) may be accompagned by an adult.

6.10.2

The Corporation shall make every effort for auditions of school age children to take place outside the school hours of the child concerned.

6.10.3

When children are hired, the Corporation shall advise the person responsible for them of all the conditions of the hiring and, more specifically, though not exclusively, the location, the days and times of work, the working conditions, the dangers and skills required. The person responsible for a child who is a principal performer shell receive a copy of the scenario.

6.10.4

For children under six (6), the day shall not normally last more than three (3) hours, not included breaks and rest periods. No more than two (2) hours shall ever elepse between the time the child is called and his actual start of work.

6.10.5

For children six (6) to twelve (12), the day shall not normally last more than five (5) hours, not including breaks and 'rest periods. No more than two (2) hours shall ever elapse between the time the child is called and his actual start of work,

6.10.6

Whenever the Corporation provides children with transport, it shall make every effort necessary for them to leave the location as soon as possible.

6.10.7

A child's work during rehearsals or recording sessions shall be limited as follows:

- a) under two (2): fifteen (15) consecutive minutes;
- b) from two (2) to sixteen (16): forty-five (45) consecutive minutes; between these work periods, children shall have break of at least fifteen (15) minutes.

6.10.8

The person responsible for a child shall be entitled to be present during the child's work, though without hindering production. The person responsible for a child shall not be accompanied by anyone not engaged by the Corporation on the production location.

6.10.9

When production requires the child to **spend** the night away from home, the pereon responsible for the child shall be entitled to accompany him and the Corporation shall pay the person responsible for the child any expenses incurred in accordance with the provisions of this agreement.

6.10.10

The Corporation shall appoint someone responsible for ensuring order and compliance with article 6.10.1 on work locations whenever children are working on them. When there are six (6) or more children on the set, this person shall perform this duty only.

6.10.11

The Corporation shall notify the Union at least one (1) week ahead of the beginning of any production during which one or more children are working.

CHAPTER 7 - PRODUCTION

7.1 Section 1: General Provisions

7.1.1

Performers agree to continue to record or to re-record an entire program or part: of a program, subject to availability. If they should give up other commitments in order to meet the Corporation's requirements, the latter shall compensate them for losses incurred as supported by evidence.

7.1.2

Recordings may be either television or film recordings.

7.2 Section 2 Television Recordings

7.2.1

The Corporation may pre-record any part of a program which it would wish to use in rehearsals, provided that the performers taking part in the recording are also taking part in the rehearsal or are paid as such. If such recording is used on the program, it shall be deemed to be an insert and the performers shall be notified accordingly.

7.3 Section 3: Inserts

7.3.1

The recording of an insert shall be counted as rehearsal. However, performers whose participation is limited to the recording of an insert shall be paid at the broadcast rate.

7.3.2

dramatic, lyrical choreographic programs, inserts recorded on location shall involve a minimum call four (4) hours. ofHowever. recording tabes place outside the locality limits, as determined bv Corporation policies, involving the payment; of accomodation, the minimum call shall be eight: (8) hours.

7.4 Section 4: Film Recording

7.4.1

Film recording shall be made during recording days.

7.4.2

Recording days shall begin at the scheduled set time and shall end when the cast is dismissed from the set. They shall last nor less than four (4) hours in the studio and eight (8) hours on location.

7.4.3

The Corporation may engage a performer by consecutive recording days. A recording day which falls on a Saturday shall be paid at one and one half times the scale rare. Recordings which fall on a Sunday shall be paid at double the scale rate.

7.4.4

The time of scheduled work may be changed by the Corporation, provided the performer is given twenty-four (24) hours' notice before his costume call. With due regard to article 7.1.3, the Corporation may also alter working hours and change the place of work during the period of engagement.

7.5 Section 5: Dubbing and Post-synchronization

7.5.1

The Corporation shall not produce any program or commission any production that is post-synchronized or dubbed in French in which one of the members of the Union is dubbed in his mother tongue, unless it is proved that the performer died or was sick or absent for a extended period of time.

7.5.2

Post-synchronization shall count as filming time.

7.5.3

When the visual and **voice** parts of a performance with puppets are recorded separately, the recording of the voice **parts** shall constitute post-synchroni-zation.

7.5.4

Union members may not be dubbed in their mother tongue during captations.

7.6 Section 6: Auditions and Warm-ups

7.6.1

Only private auditions are covered by the provisions of Chapter 6.

7.6.2

Warm-ups and after-shows shall not be of longer duration than the program itself.

7.7 Section 7: Air promotion

7.7.1

The Corporation may engage on sir promotion on the following conditions:

- a) that air promotion messages shall make no mention of a sponsor:
- b) that air promotion message shall not last more than two (2) minutes.

7.7.2

Recording sessions for air promotion messages shall last two (2) hours including make-up and dressing time.

7.7.3

The Corporation shall not take photographs or filmed sequences during rehearsal without a 24 hour notice or without the consent of the performer.

7.7.4

The Corporation may broadcast air promotion messages for programs and series without payment when the performers who appear in the messages also appear in one of the remaining programs in the series being promoted.

7.7.5

Performers engaged in a series with a guarantee for one half of the programs in the series are not entitled to the fees provided in articles 8.3.1.1 and 8.3.1.2 when they appear in air promotion announcements.

7.7.6

For the purposes of promotion, the Corporation shall be authorize to use a recent photograph of a performer in connection with its programs.

7.8 Section 8: Closed circuit promotion

7.8.1

The Corporation may use at its option for promotion purposes any recording or part of recording of its programs and produce any other form of audio or video recording for use, without broadcast, for the purposes of closed circuit promotion within its production quarters.

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CHAPTER 8 - RATES

8.1 Section 1: General Rater

8.1.1

The rates for functions are established according to the tables shown in Appendix M, N and O (where the number of hour8 included is shown opposite the amounts).

8.1.2

The rates for functions cover simultaneous or successive broadcasts by all stations in the Canadian coverage area. Successive broadcast must take place within four hundred (400) days of the first; broadcast on a station in the Canadian coverage area. In the event a recording is rebroadcast in the same city on a station other than the one of its initial broadcast, the rare shall be increased by:

Television	Radio
15%	107

8.1.3

Rates are ten per cent (10%) lower for regional or local broadcasts.

8.1.4

Extra time, overtime and night rates **shall** be paid **to** the nearest half-hour.

8.1.5

Overtime is equivalent to one and one-half rimes the extra rehearsal rate.

8.1.5.1

As of August 1, 1988, overtime ahall be calculated using the percentage of the excess over the basic rate, up to 100%, as follows:

Negotiated fee - basic rate = excess

Excess amount / basic rate = % of excess

(Overtime rate x % of excess * % of excess converted to money

Overtime rate t % of excess converted to money * overtime including excess

8.1.5.2

As August 1, 1988, a quarter-hour of overtime shall be calculated using the percentage of the excess over the basic rate, up to 100%, as follows:

(negotiated fee - basic rate) - excess

Rate €or extra 1/4 hour x % of excess ≈ % of excess converted to money (max. 100%)

Rate €or extra 1/4 hour + % of excess converted to money = 1/4 hour overtime, including excess.

8.1.6

Night rater) are equivalent to double the extra rehearsal rate.

8.1.7

- A chorus leader or a rehearsal director who is not part of the cast shall be paid at the extra time rate with a guaranteed minimum of two (2) hours,
- **b)** The extra time of a chorus **leader** or a rehearsal director who is already part of the cast shall be paid at the double-time rate.

8.1.8 Travelling time and per diem expenses

a) Travelling time, paid to within a quarter-hour, shall be:

As of:	18/08/88	12/02/89	12/02/90
	20\$	20,70\$	21,42\$

b) Per diem allowances shall be paid in accordance with the following table:

As of:	18/08/88	12/02/89	12/02/90
. By twenty-four (24) hour period or By less than twenty-four (24) hour period including sleeping time.	* 99,80\$	* 103,29\$	* 106,91\$

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			18/08/88	12/02/89	12/02/90		
*	This amount includes:	Breakfast	7,20\$	7,45\$	7,71\$		
		Lunch	9,70\$	10,04\$	10,39\$		
		Dinner	20,40\$	21,11\$	21,85\$		
		Accomodation	62,50\$	64,69\$	66,95\$		
•	Time exceeding one day (up to the amount allowed for twenty-four (24) hours) shall be paid as follows:		5,00\$ an hour	5,18\$ an hour	5,36\$ an hour		

- When travel is less than twenty-four (24) hours and does not involve sleeping time, breakfast, lunch and dinner shall be paid according to the rates provided above.
- When the Corporation provides accommodation or meals itself, the per diem allowance shall be reduced by the corresponding amounts.
- e) A day of stand-by shall comprise four (4) hours at the extra time or overtime rate, depending on whether or not it is provided foe in the contract.

8.1.9

- a) Performers who must work on public holidays shall be paid double the relevant extra time rate.
- b) Performers who must work Sundays, unless the broadcast is completed the same day, shall be paid double the relevant extra time rate.

8.1.10

Guest performers shall be paid in accordance with the rate for magazine programs (principal performer).

8.1.11

A dancer required by the Corporation to improvise negotiates an extra fee.

8.1.12

A group leader will be paid at the extra time rate with a minimum guarantee of two (2) hours and a choreographer shall be paid at the overtime rate with a guaranteed minimum of two (2) hours.

8.1.13

An understudy shall be paid at the rate of the regular performer, less twenty-five or fifty per cent (25 or SOX), according to whether he has to substitute for the performer's part or simply to replace him during recording.

8.1.13

An understudy shall be paid at the rate of the regular performer, less twenty-five per cent (25%).

8.1.14

Applicants shall be paid at the extra time rate for the function applied for, with a guaranteed minimum of two (2) hours unless given a part, in which case audition time shall not be paid.

8.1.15

The stand-in will be paid the **extra** rehearsal **rate** of **the** performer **he** replaces, with a minimum of two (2) hours. **Fees** paid **to** stand-ins shall **be** deducted from the fees of the performers replaced.

8.1.16

Cuemen shall be paid at the extra time rate with a guaranteed minimum of two (2) hours.

8-1-17

A staff announcer who is specifically retained by a sponsor for the reading of a commercial announcement during a program and a performer who participates in a commercial announcement shall be paid at least:

as of	18/08/88	As	of	18/08/88
	105\$			55\$
as of	12/02/89	88	of	12/02/89
	108,68\$			56,93\$
as of	12/02/90	88	of	12/02/90
	112,48\$			58,92\$

and, if there is more than one announcement, they shall be paid at the program rate, though never less than the amounts provided above.

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8.1.18

Rates for simulcasts, whether simultaneous or not, shall be the television contract rate and the minimum radio rate.

8.1.19

The recording and national broadcast of a series identification shall be paid the equivalent of three eight (8) hour days at the film on location recording rate for each period of use of fifty-two (52) consecutive weeks.

8.1.18

Rates for simulcasts, whether simultaneous or not, shall be the radio contract rate and the minimum television rate.

8.1.19

The recording and broadcast of sequences used as program identification for a series shall be paid the equivalent of sixteen (16) extra time hours for each period of use of fifty-two (52) consecutive weeks.

8.1.20

The fee for foreign broadcasts or repeats shall be calculated on the basis of the fee paid at the time of the broadcast or recording.

8.1.21

By April 1, the Corporation shall let performers with a series contract know whether or not the series will continue, whether or not the performer's role in the series will continue and the number of episodes guaranteed for the coming season.

8.2 Section 2: Magazine show

8.2.1

Magazine show - Engagement by segments (all performers).

8.2.1.1

A performer may be engaged by contract for a magazine show (live or recorded) at the rates and on the terms set out below, and his performance may be presented in a segmentary form, whatever the length of the program.

- a) the program shall be specified at the time of signing of the contract;
- b) participation in a segment lasting one quarter (1/4) hour or less shall be paid at the rate for one quarter (1/4) hour grogram, and participation in several segments shall be paid by adding the one quarter (1/4)hour rates or at the rate for the program, whichever is the lesser, except that program comprising more than two (2) segments, the performer part in two taking consecutive segments shall be paid at the segment rate and the performer taking part in non-consecutive segments shall be paid at the program rate.
- any performance in a segment of **b**) one-quarter (1/4) hour program or less, shall carry the rate (1/4)one-quarter and appearances in program. more than one (1) segment shall be paid for at the computed quarter (1/4) hour rates, up to the program rate; however, engagement of variety a performer as such shall carry at least the half (1/2) hour rate.

8,2,1,2

Extra hours of work shall be paid at the included or overtime rate as the case may be.

8.2.1.3

Program excerpts may be re-used in accordance with the provisions of article 5.2.7.

8.2.1.3

Program excerpts may be re-used in accordance with the provisions of article 8.4

8.3 Section 3: Special productions

8.3.1 Air promotion

8.3.1.1

Recording sessions excluding broadcast rights for air promotion announcement shall be paid as follows:

As of 18/08/88	As of 18/08/88
90 \$	50\$
As of 12/02/89	As of 12/02/89
93,15\$	51,75\$
As of 12/02/90	As of 12/02/90
96,41\$	53,56\$

for two (2) hours and each additional hour at the extra time rate. However, during such sessions, the Corporation may simultaneously extract still photographs from such a recording, in which case the rates provided for in Article 8.3.1.2 shall be paid in addition.

b) The unlimited use of an air promotion announcement shall be paid as follows:

As of 18/08/88	As of 18/08/88
120\$	65\$
As of 12/02/89	As of 12/02/89
124,20\$	67,27\$
As of 12/02/90	As of 12/02/90
128,55\$	69,63\$

for the first thirteen (13) week cycle. For each subsequent cycle, the recording rate for repeats shall apply.

8.3.1.2

The rate for a publicity still sitting shall be paid at the extra time rate with a guaranteed minimum of two (2) hours. The fee paid shall include unlimited use in all media.

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8.3.2 Warm-up or after-show

8.3.2.1

Performers participating in warm-up or after-show shall be paid at the overtime rate with a guaranteed minimum of three (3) hours.

8.3.3 Filler

8.3.3.1

Recording of fillers shall be paid as follows:

As of 18/08/88

As of 18/08/88

200\$

95\$

As of 12/02/89

As of 12/02/89

207\$

98,32\$

As of 12/02/90

As of 12/02/90

214,24\$

101,77\$

and includes four (4) hours

and includes two (2) hours

8.3.3.2

The extractions of filler form a recording is equivalent to recording of a filler.

8.3.3.3

Payment of the fee includes unlimited use of the filler for one year. Subsequently, annual use shall be paid at the rate €or television recording repeats.

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8.3.4 Audience shows

8.3.4.1

For shows produced before an audience, chorus performers shall receive an extra fee of:

As of 18/08/88

15\$

As of 12/02/89

15,52\$

As of 12/02/90

16,07\$

for each half-hour of broadcast, and all other performers,

& of 18/08/88

25\$

As of 12/02/89

25,87\$

As of 12/02/90

26,78\$

for each half-hour of broadcast.

8.4 Section 4: Residuals

8.4.1.1

The fees for residuals are as follows:

a) For repeats in the Canadian coverage zone, 60% of the fee per repeat for the five (5) year period following the original broadcast. Beyond this period, the repeat fee is 60% of: the original fee increased by 5% per year following the original broadcast.

b) For repeats in the Canadian coverage area, in any other language, the fee is 25% of the original fee.

8.4.1.1

The fee for repeats in the Canadian coverage zone is 60% of the fee per repeat for the five (5) year period following the original broadcast. Beyond this period, the repeat fee is 60% of original fee increased by 5% per year following the original broadcast. However, €or programs produced before June 1, 1975, payment for repeats shall be 60% of: the 1975 rate increased by 5% per year, counting form 1975. (See 1975 rates and Appendix Pherein).

8-4-1-2

Unlimited distribution and unlimited use in foreign supplemental markets (conventional radio and television, pay TV, cable TV, cassettes), by five (5) year period as of the first sale in a territory shall be paid as follows:

World	50%
France only	15%
France and all Francophone	
countries	20%
Francophone countries except	
France	10%
U.S.	10%
U.S. and Anglophone countries	15%
Anglophone countries except U.S.	8%
By country (except France and U.S.)	2%
(Up to a maximum of	24%)

When a sale occurs in a larger territory, previous sales in any territory included in the larger territory are subtracted, but a new five (5) year period shall begin for the larger territory, excluding the smaller territory.

8.4.1.3

Payment of extras and understudies shall include all performer's rights.

8.4.2 Film recording

8.4.2.1

Payment of residuals shall be as follows:

- use in foreign supplemental markets for a five (5) year period, twenty per cent (20%) of the fee;
- area, whether simultaneous or not, fifty per cent (50%) of the fee.

 This percentage is not deductible from the percentage provided for in (c) if there is a subsequent purchase of a second repeat;
- c) Two (2) repeats in the Canadian coverage area, for each five (5) year period, seventy-five per cent (75%) of the fee.
- d) Rights €or two repeats in the Canadian coverage area, unlimited foreign distribution and unlimited use in foreign supplemental markets and in Canada for a five (5) year period, one hundred per cent (100%) of the fee.
- e) Payment of extras and understudies shall include all performer's rights.
- f) The Corporation may repeat filmed episodes, subject to payment of residuals per episode as prescribed under article 8.4.1.1

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8.4.3 Radio Canada International - Recording of transcriptions

8.4.3.1

Programs produced by Radio Canada International which are broadcast live or recorded on shortwave are subject to all the conditions in this agreement;

8.4.3.2

Any program produced for shortwave transmission by Radio Canada International may be broadcast in the Canadian coverage area at no extra cost;

8.4.3.3

Similarly, domestic programs may be broadcast by Radio Canada International on shortwaves at no extra cost;

8.4.3.4

The right to unlimited use of recording produced by the CBC (RCI or the national service) in the form of a transcription (phonogram) shall involve the additional payment of 100 per cent of the original fee.

8.4.4 Non-broadcast educational we

8.4.4.1

The Corporation shall have the right to lend or offer without fee for educational purposes but not for broadcast any recording of a program to an organization recognized as being a non-profit ethnic, religious, cultural or educational organization, provided that the responsible agent of the organization signs the ordinary release form of the Corporation.

8.4.5 Festivals and competitions

8.4.5.1

The Corporation may enter its programs in festivals and competitions and authorize all non-broadcast use entailed, without having to pay additional amounts. However, should a program be broadcast as a result of such participation, extra payments shall be made in accordance with the relevant provisions of this agreement.

8.4.6 Unlimited use

8.4.6.1

In Canadian supplemental markets, residuals shall be paid according to the following percentages by five (5) year periods as of a sale in a market:

Pay TV and cable TV

Cassette and closed-circuit

87

Residuals for unlimited use in Canada without a broadcast shall be included in the cassette and closed-circuit market even when they do not arise from a sale.

8.4.6.2

Payment of extras and understudies shall include all performer's rights.

8.4.7 Special agreement

8.4.7.1

L'Union des Artistes may, by separate agreement, assign to the Canadian Broadcasting Corporation wider distribution rights than those provided for in this agreement.

8.4.8 Method of performer payment - supplemental market

8.4.8.1

Payments to a performer for a program sold within a given three month period shall be made within forty-five (45) days of the date of the end of the quarter, that is, March 31, June 30, September 30 and December 31.

8.4.9

The Corporation agrees to provide the Union des Artistea, within forty-five (45) days of the end of the quarter, that is, March 31, June 30, September 30 and December 31, with a summary Including the following details:

- the title and number of the program sold;
- the percentage paid to the performers (with the amount paid); the territory for which the rights have been released;
- the date of the sale.

It is understood that any information pertaining to these summaries shall remain strictly confidential between the Corporation and the Union des artistes and that 1t shall not be divulged to anyone else in any way whatsoever except in grievance arbitrations.

The Union may, through its Auditor, have complete access to and verify the books, records, accounts, receipts, disbursements and other CBC Enterprises documents related to a program.

TELEVISION	RADIO

CHAPTER 9 - COMPENSATION AND DAMAGES

9.1

The parties agree to the following rules in establishing the final claim for damages.

9.2

Except in case of force majeure, when one of the parties cancels its contract contrary to the provisions of article 5.3.1, it shall owe the other the contract fee.

CHAPTER 10 - GRIEVANCES

10.1

All grievances shall be filed within forty-five (45) days of the event giving rise to the grievance or of knowledge of the facts, if there has been dissimulation.

10.2

Grievances shall be duly signed by the party raising them. The Union des artistes shall submit grievances to Talent Relation8 and the Corporation shall submit grievances to the Union des artistes, as the case may be.

IO. 3

Grievances thus raised shall be the subject of a meeting between the parties within thirty (30) days of filing of the grievance. Failing settlement, they may be discussed at the second step or referred to arbitration,

10.4

The minutes of these meetings must be prepared, read and signed by the representatives of the two parties before the meeting closes.

10.5

The parties shall agree upon the appointment of a single arbitrator. Falling such agreement, either party may request the Assistant or the Association Chief Justice of the Superior Court of the District of Montreal to appoint an arbitrator.

10.6

An arbitrator shall hear the case and, as far as possible, render a decision within thirty (30) days following the end of the hearing,

10.7

The decision of the arbitrator shall be final and binding and shall in no way alter this agreement.

10.8

The expenses of the arbitrator shall be borne equally by the parties, but no other expenses shall be shared except by mutual consent.

10.9

Deadlines specified in this chapter may be extended by mutual agreement,

10.10

Notwithstanding article 10.2, a performer may submit a personal grievance.

10.11

The arbitrator may call withnesses at the request parry,



RADIO

CHAPTER 11 - FINAL PROVISIONS

11.1

This agreement shall come into effect on August 18, 1988.

11.2

Any contract signed before the date this agreement comes into effect shall not be renegotlable.

However, the minimum conditions provided for in this agreement shall become the new minimum work conditions applicable to such contracts as of the date on which this agreement comes into effect.

11.3

The terms and conditions of this agreement shall remain in effect until a new agreement is along or a strike is called. Either party may cancel the agreement at any time upon written notice, which may be given sixty (60) days before its expiry.

11.4

The parties shall not order, tolerate or Initiate any strike, lock-out or work stoppage between the signing of this agreement and the end of the sixty (60) day period following the notice of cancellation provided for in article 11.3.

11.5

Notwithstanding the provisions or article 11.3, in the case of a strike by the Union or a lock-out by the Corporation, the Corporation shall not distribute a repeat of any recording in which a Union member takes part and produces under this agreement and the preceding ones, except when repeat rights have already been acquired.

IN	WITNESS WHEREOF, t day of June, 1989.	the parries	hereto	have	signed	this	agreement	in	Montreal	this
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			Pier	re Ju	neau					
				esidei						

Stephen Cotsman
Vice-President - Finance

Pierre Racicot Vice-President - Human Resources

Jean Richer
Director, Corporate Industrial & Talent Relatione Service

UNION DES ARTISTES

Serge Turgeon President

Marie-Lou Dion Secretary General

The Megotiating Committee Canadian Broadcasting Corporation

Jean Fredette
Senior Corporate Industrial Relations Officer

Roger Lahaie Senior Corporate Talent Relations Officer Raymond Roy
Assistant to the Director, Internal
production - TV

Jean-Guy Fournier Director, TV Administration André Bonneau
Assistant to Manager of Radio
Cultural Programs Service

Johanne Brunet
Director, Planning and Development
CBC Entreprises

Louise Lajoie
Assistant to Vice-president, Radio
Networks (French)

Jean-Pierre Godbout
Program Administrator - Quebec

Ginette B. Melançon Assistant - Industrial and Talent Relatione Service

The Megotiationg Committee UNION DES ARTISTES

-	Serge	Demers	
	General	Director	
Erika Marcus Assistant General Director Executive	<u> </u>	Jacques L'Heureux Performer	:
Katerine Mousseau		Mario Vigneault	
Performer		Chorus performer	

APPENDIX "A"

MEMORANDUM OF UNDERSTANDING

August 18, 1988

SUBJECT: Retroactive pay

Retroactive payment shall be made as follows:

- a) it shall be paid to probationers and members who have performed functions covered by the Collective Agreement for contracts in effect during the periods concerned;
- b) for each of the periods concerned, the percentages shall be those provided below;
- c) it shall apply only to the rates provided for in Article 8.1.16 of the 1981 Radio Collective Agreement and articles 8.1.19 and 8.3.4 of the 1981 Television Collective Agreement;
- d) it shall apply only to performers working then under minimum conditions or those who did not receive a fee corresponding to minimum conditions increases by the percentages allowed for each of the periods concerned;
- e) no cheques shall be issued when the total amount owing to a performer is less than 10\$.
- f) the usual contributions and deductions shall be made on such retroactive pay.
- g) PERIODS CONCERNED

12/10/84 to 11/10/85: **3%** 12/10/85 to 11/10/86: **3%** 12/10/86 to 11/10/87: **2%**

12/10/87 : Introduction of new scales

Jean Fredette
Senior Corporate Industrial
Relations Officer

Serge Turgeon
President - Union des artistes

APPENDIX "B"

MEMORANDUM OF UNDERSTANDING

August 18, 1988

SUBJECT: Administration - Payment of fees

During negotiations, the Union des artistes raised various administrative problem8 concerning the payment of fees to performers and remittances to the Union provided for in the Collective Agreement.

The parties have agreed to meet within three (3) months of the date on which the Agreement comes into effect to find mutually acceptable solutions to the problems raised by the Union. These solutions shall be Implemented according to a mutually agreed on schedule.

Jean Fredette
Senior Corporate Industrial
Relations Officer

Serge Turgeon
President - Union des artistes

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING

August 18, 1988

MEMORANDUM OF UNDERSTANDING CONCERNING BROADCAST IN CANADA BY THE QUEBEC-CANADA (TV-5) TELEVISION CONSORTIUM AND THE FAMILY CHANNEL OF PROGRAMS PRODUCED UNDER A CBC/UDA COLLECTIVE AGREEMENT.

The provisions of article 8,4,6,1 shall not apply to TV5 and the Family Channel.

TV5 broadcast rights for a program produced under **a** CBC/UDA Collective Agreement shall be acquired and paid for by TV5 in accordance with the agreement between the Union des artistes and TV5.

Family Channel broadcast rights for a program produced under a CBC/UDA Collective Agreement shall be acquired under a special agreement with the Union des artistes.

Jean Fredette
Senior Corporate Industrial
Relations Officer

Serge Turgeon

President - Union des artistes

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING

August 18, 1988

SUBJECT:	Bext	negociat	tions

The parties agree to begin negotiations to renew this Agreement on August 12, 1990, that is, six (6) months before the expiry date.

Jean Fredette
Senior Corporate Industrial
Relations Officer

Serge Turgeon
President - Union des artistes

APPENDIX "K"

MEMORANDUM OF UNDERSTANDING

August 18, 1988

Renewal of Memorandum of Understanding

SUBJECT: Broadcast of CBC Television program to members of the Canadian Armed Forces

During negotiations for the renewal of the Collective Agreement, the Canadian Broadcasting Corporation and the Union des artistes have agreed to maintain the broadcast of CBC Television programs to members of the Canadian Armed Forces and have agreed that such broadcast constitutes an extension of the broadcasting of the Corporation's national television service.

Such broadcast to the Canadian Armed Forces shall include, though not be limited to, members of the Canadian Armed Forces working on Armed Forces bases outside Canada, ALERT in the Northwest Territories and Canadian Armed Forces ships at sea.

The programs are recorded in Ottawa, devoid of advertising, and sent to the location by air. About one (1) week is required for a program to make the round trip, As a rule, recordings shall be broadcast abroad in the same order as they are broadcast at home, with the delay mentioned above.

Jean Fredette
Senior Corporate Industrial
Relations Officer

Serge Turgeon
President • Union des artistes

APPENDIX F

CONTRAT	DE CESSION DE	DROIT DE DIFFUSIO	nà la radio		Nº DU CONTRA	1
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- rose Administrateur de section

TUE 316 (4:89)

INSTRUCTIONS:

- La Societé fait parvenir au syndicat compétent sa liste de distribution:
 a) trois (3) heures avant l'audition particulière;
- b) quarante-huit [48] heures avant la première repétition à laquelle sont respectivement convoques lor participants des emissions dramatiques et der émissions de variétés;
 c) vingt-quatre (24) heures avant la première repétition à laquelle sont convoques les participants de toute autre
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APPENDIX I

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Les parties confirment que les condition	is supplémentaires préveues à l	anisente annese font martin intégrant	du contrat.
च्चार क्रम्या स्टब्स एकारामा ११ व्यवस्थित स्थूबस्य एका वक्राणिका सङ्घा		- p	
Feit 1		jou &	19
			
Signature de l'artiste Que 1576 (d-difi	Don	Représentant de la Société Radio-Constit.	Date
Signature de l'artate	Date	Représentant de la Sandié Radio Canada	Date
QUE 1576 (47 MR		_	

APPENDIX J

OM DE L'ARTISTE			Ollective Radio-Car			
TRE DE LA SERIE			TITRE OU EMP	101	······································	
ÉPISODE	DATE		HEURE	STUDIO		TEXTE
DIFFUSION >	•	DE	٨		1	INCLUS
NREGISTREMENT >		DE	À			SUIVRA
			REPETITIONS			
DATE	I	END	ROIT		HĘ I DE	URE À
	,					
						
						
					•	,
	<u>i</u>					1

October 12, 1987

FILM RECORDING

FUNCTIONS	STUDIO OR ON LOCATION ON CAMERA		STUDIO OR ON LOCATION		EXTRA	
					TIME	
	RATE	LT.	RATE	LT.		
PRINCIPAL PERFOYER, SOLOIST OR PUPPETEER	300	8	150	4	25	
SUPPORTING ROLE, STUNTMAN PUPPET HANDLER OR CHORUS PERFORMER (FROM 2 TO 4)	220	8	120	4	20	
BIT PERFORMER OR CHORUS PERFORMER (FROM 5 TO +)	190	8	100	4	120	
SPECIAL BUSINESS EXTRA	136	8		-	17	
EXTRA	60	4			15	

February 12, 1989

FILM RECORDING

FUNCTIONS	STUDIO OR ON LOCATION ON CAMERA		STUDIO OR ONLOCATION OFF CAMERA		EXTRA	
PORCHORS					TIME	
	RATE	LT.	RATE	LT.		
PRINCIPAL PERFOMER, SOLOIST OR PUPPETEER	310.50	8	155.25	4	25.88	
SUPPORTING ROLE, STUNTMAN PUPPET HANDLER OR CHORUS PERFORMER (FROM 2 TO 4)	227.70	8	124:20	4	20.70	
BIT PERFORMER OR CHORUS PERFORMER (FROM 5 TO +)	196.65	8	103.50	4	20.70	
SPECIAL BUSINESS EXTRA	140.76	8	-		17.60	
EXTRA	62.10	4		-	15.53	

FUNCTIONS	STUDIO OR ON LOCATION ON CAMERA		STUDIO OR ON LOCATION OFF CAMERA		EXTRA	
					TIME	
	RATE	LT.	RATE	LT.		
PRINCIPAL PERFOMER, SOLOIST OR PUPPETEER	321.37	6	160.68	4	26.79	
SUPPORTING ROLE, STUNTMAN PUPPET HANDLER OR CHORUS PERFORMER (FROM 2 TO 4)	235.67	8	128.55	4	21.42	
BIT PERFORMER OR CHORUS PERFORME (FROM ! TO +)	203.53	8	187:12	4	21.42	
SPECIAL BUSINESS EXTRA	145.69	8	<u>-</u>		18.22	
EXTRA	64.27	4	-	-	16.07	

OCTOBER 12, 1987

PROGRAMLENGHT	1-1	<u>-</u> 15	16-:	30	31-	31-45 46-60				
(IN MINUTES)				_					EXTRA QUARTER- HOUR	EXTRA TIME
FUNCTION	RATE _	LT.	RATE	LT.	RATE	LT.	RATE	LT.		
PRINCIPAL PERFORMER SOLOIST	77	2	129	3	156	3	208	4	27	25
SUPPORTING PERFORMER SINGERS (2 TO 4)	66	2	110	3	132	3	154	3	22	22
BIT PERFORMER SINGERS (5+)	55	2	90	3	105	3	120	3	15	20

RATE SCALE

October 12, 1987

TELEVISION RECORDING

DC(ODE: 12, 1967	1	T /	SION KI															
PROGRAM LENGHT (in minutes)		1-	15			16	-30			31-	-4 5			46-	-60			
FUNCTIONS	ON		OFI CAME		ON CAME		OFI CAME		ON CAME		OFI CAME		ON CAME		OF F		EXTRA QUARTER HOUR	EXTRA
. G.I.G.IIG	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.		11862
PUPPETEER	175	4			300	6			375	6			450	6			75	25
GUEST PERFORMER VARIETY PERFORMER STUNTMAN CHORUS PERFORMER-SOLOIST, DUETTIST	140	4			230	6			270	6			360	1 8			40	25
ILLUSTRATOR PUPPET HANDLER PRINCIPALPERFORMER SOLOIST			75	2			125	3			150	3			200	4	25	25
CHORUS. PERFORMERS (singers,dancers,mimes)	118	4			192	6			222	6			252	6			30	22
SUPPORTING PERFORMER			66	2			110	3			132	3			154	3	22	22
DEMONSTRATOR YODEL SPECIAL BUSINESSEXTRA	95	4			110	4			125	4			140	4			15	20
EXTRA	72	4			72	4	_		72	4			72	4				18

February 12, 1989

TELEVISION RECORDING

PROGRAM LENGHT (in minutes)		1-	15			16	-30			31	-45			46	-40			
FUNCTIONS	ON		OFI CAME		ON CAME		OF		ON CAME		OFI		ON		OFI CAME		EXTRA QUARTER HOUR	EXTRA
73	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.		TIME
PUPPETEER	181.19	4			310.54	6			388.17	6			465.80	6			77.63	25.88
WEST PERFORMER VARIETY PERFORMER STUNTMAN CHORUS PERFORMER-SOLOIST, DUETTIST	144.92	4			238.08	6			279.48	6			372.64	8			41.40	25.88
ILLUSTRATOR PUPPET HANDLER PRINCIPAL PERFORMER SOLOIST			77.64	2			129,40	3			155.28	3			207.04	4	25.88	25.88
CHORUS, PERFORMERS (singers,dancers,mirnes)	122.13	4			198.72	6			229.77	6			260.82	6			31.05	22.77
SUPPORTING PERFORMER			68.31	2			113.85	3			136.62	3			159.39	3	22.77	22.77
DEMONSTRATOR MODEL SPECIAL BUSINESS EXTRA	98.33	4			113.86	4			129.39	4			144.92	4			15.53	20.70
EXTRA	74.52	4		 	74.52	4			74.52	4			74.52	4				18.63

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February 12, 1990	F	ebr	uai	rv 1	2.	199	C
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TELEVISION RECORDING

-ebruary 12, 1990		v i	SIUN K										1				T	
PROGRAMLENGHT (In minutes)		1-	15			16-	-30			31-	.45			46	-60			
FUNCTIONS	ON CAME		OFF CAME		ON CAME		OFF CAME				OFF	RA	ON CAME		OF! CAME		EXTRA QUARTER HOUR	EXTRA TIME
. 55	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.		
PUPPETEER	187.51	4			321.44	6			401.79	6			482.14	6			80.35	26.79
GUEST PERFORMER VARIETY PERFORMER STUNTMAN	150.01	4			246.44	6			289.29	6			385.72	е			42.85	26.79
CHORUS PERFORMER-SOLOIST, DUETTIST																		
PUPPETHANDLER PRINCIPAL PERFORMER SOLOIST			80.37	2			133.95	3			160.74	3			214.32	4	26.79	26.79
CHORUS, PERFORMERS (singers, dancers, mimes)	126.42	4			205.70	6			237.84	6			269.98	6			32.14	23.57
SUPPORTING PERFORMER			70.71	2			117.85	3			141.42	3			164.99	3	23.57	23.57
DEMONSTRATOR MODEL SPECIAL BUSINESS EXTRA	101.75	4			117.82	4			133.89	4			149.96	4			16.07	21.42
EXTRA		4			77.12	4			77.12	4			77.12	4				∖ 28

FEBRUARY 12, 1989

=======================================										
PROGRAM LENGHT (IN MINUTES)	1	-15	16	-30	31	31-45 46-60		46-60		EXTRA TIME
FUNCTION	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.	HOUR	
PRINCIPAL PERFORMER SOLOIST	79.71	2	133.54	3	161.49	3	215.32	4	27.95	25.88
SUPPORTING PERFORMER SINGERS (2 TO 4)	68.31	2	113.85	3	136.62	3	159.39	3'	22.77	22.77
BIT PERFORMER SINGERS (5 +)	56.93	2	93.16	3	108.69	3	124.22	3	15.53	20.70

FEBRUARY 12, 1990

PROGRAM LENGHT (IN MINUTES)	1-	15	16-	30	31-45 46-60		-60	EXTRA QUARTER- HOUR	EXTRA TIME	
FUNCTION	RATE	LT.	RATE	LT.	RATE	LT.	RATE	LT.		
PRINCIPAL PERFORMER SOLOIST	82.51	2	138.23	3	167.16	3	222.88	4	28.93	26.79
SUPPORTING PERFORMER SINGERS (2 TO 4)	70.71	2	117.85	3	141.42	3	164.99	3	23.57	23.57
BIT PERFORMER SINGERS (5+)	58.91	2	96.40	3	112.47	3	128.54	3	16.07	21.42

PROGRAM LE	(unless otherwise provided)		SUPPORTING PERFORMER	BIT PERFORMER	LT.*	OVERTIME	EXTRA QUARTER- HOUR		
	LT.								HOUR
5 minutes	1		25		-	ł	8.80	13.20	
15 minutes	1		33		32	25	8.80	13.20	
30 minutes	3		50			35	8.80	13.20	••
45 minutes	31/2		70		54	45	8.80	13.20	-
60 minutes	4		95		65	54	8.80	13.20	14

^{*:} above scale

ANNEXE P

RADIO RATE SCALE

JUNE 1975

SINGERS			NUME	BER OF PERFOR			LT.		
PROGRAMLENGHT		1	2	3	4	5 to 20	20 +	•	OVERTIME
	1.7.	_							
5 minutes	1	33	33		30	20	15	8.80	13.20
15 minutes	11/2	37.50	37.50	36	35	26	21.75	8.80	13.20
30 minutes	2	51	48.50	46	44.75	39	33	8.80	13.20
60 minutes	3	94	67	63.50	82	55	50	8.80	13.20
Extra quarter hour		14	14	14	14	14	14	8.80	13.20

^{*:} above scale

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December 7, 1993

CBC (SRC

Diana Foley Labour Canada, Colective Agreements Ottawa, Ontario K1A 0J2

Dear Ms. Foley,

Further to our telephone conversation, please find enclosed copies of the current Collective Agreements or Memorandum of Agreements you requested.

If you require any additional information or if I can be of further assistance, please do not hesitate to contact me.

Yours very truly,

Sheelagh Taylor

Corporate Industrial Relations Officer Canadian Broadcasting Corporation

Du loylor

P.O. Box 8478 Ottawa, Ontario

K1G 3J5

DEC - 7 1993



Travail Canada requested Fart- 93.06.09- D.F.

Ottawa, Ontario K1A 0J2 Ottawa (Ontario) K1A 0J2

JUNE 9, 1993

Canadian Broadcasting Corporation P.O. Box 8478
Ottawa, Ont.
K1G 3J5
Attn: Industrial Relations

I am faxing a list of Collective Agreements which have terminated and new agreements have not yet been received.

The Agreements which we are missing are as follows:

FILE #	UNION NAME	LOCAL	TERMINATING DATE
0888501	U.S.W.A.	Guards	March 12, 1991
0399303	Intl. Theatrical Stage Empls.	471 (NAC)	December 31, 1990
0399003	<pre>Intl. Theatrical Stage Empls.</pre>	58	January 31, 1991
0398004	National Radio Producers' Assn.		May 5, 1991
0397302		TV & Radio French Prod.	February 11, 1991
0397603	Cdn. Television Prod. & Directors Assn.		May 5, 1991
0399204	Assn. of Television Producers & Direct (Toronto)		May 5, 1991
SOCIETE RAD	IO-CANADA		
0397403	Soc. auteurs, recherchistes, documentalistes et compositeurs	documentalistes	March 31, 1991
0398503	Assn. des realisateurs de Radio-Canada		May 5, 1991

Canadä

0891901 Federation des (Radio) March 31, 1991

musiciens des Etats-Unis et du Canada

.0892001 Federation des (Television) March 31, 1991

musiciens des

Etats-Unis et du Canada

Would it be possible for you to keep this letter on file and forward the above Collective Agreements to us as they become available. I remain,

Yours truly,

coma FCC

Diana Foley 953-0082 (Office) 953-9582 (Fax) Bureau of Labour Information Collective Agreements Ottawa, Ont.

KlA OJ2

Labour Travall Canada Canada

BUREAU OF LABOUR INFORMATION BUREAU DE RENSEIGNEMENTS SUR LE TRAVAIL Ottawa. Ontario K1A 0J2

XEROX 7021 - FACSIMILE NO. No DE BELINOGRAPHE: (819) 953-9582
TO/A: Ca Todos . F. C. Relations
OFFICIALISME: Canadian Broadcasting Carp
CITY, PROV. O Hawa, Oct
FAX NO.7 No DE BELINO:
FROM/DE: Diana Foley
TELEPHONE NO./ No DE TELEPHONE: 753-00 8-2
Number of pages including the transmittal form/ Nombre do pages includint la feuille de transmission:
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GRILLE DES TARIFS - U.D.A. - RADIO

12 février 1991

Durée de l'émission (en minutes)	1 - 1	5	16 - 3	50	31 - 4	15	46 - (50	Tarif	Tarif de
Fonctions	Prix	MI	Prix	HI	Prix	MI	Prix	ні	d'antenne % d'heure addi- tionnel	travail heure complé-
Premier rôle Soliste	84,98	2	142,38	3	172,17	3	229,57	4.	29,80	Mentaire 27,59
Second rôle Chanteurs (2 à 4)	72,83	2	121,37	3	145,66	3	169,94	3	24,28	24,28
roisième rôle Chanteurs (5 et plus)	60,68	2	99,29	3	115,84	3	132,40	3	16,55	22,00

J.R.

S.C.

GRILLE DES TARIFS U.D.A. - TV

12 février 1991					inregistrement - Fil
Fonctions	En extérieur ou en studio		En extérieur ou en studio		Heure
	En ch	En champ		hamp	complémentaire
	Prix	H.I.	Prix	H.1.	1
Premier rôle, soliste ou marionnettiste	331,01	8	165,50	4	27,59
Second rôle, cascadeur, manipulateur ou choriste (de 2 à 4)	242,74	8	132,41	4	22,06
Troisième rôle ou choriste (5 et plus)	209,64	8	110,33	4	22,06
Rôle muet	150,06	8			18,77
Figurant	66,20	4			16,55

S.C.

GRILLE DES TARIFS . U.D.A. - TV

12 1	février	1001

Durée de l'émission (en minutes)	1 - 15			16 - 30			31 - 45			46 - 60			Tar if	- Télévisi o Tarif de				
Fonctions	En champ		Hors ch-		En champ Hors champ		En champ Hors champ		amo	En champ		Hors champ		d'antenne % d'heure	traveil heure			
	Prix	HI	Prix	HI	Prix	HI	Prix	HI	Prix	HI	Prix	HI		Ì		T	addi- tionnel	complé- mentaire
Marionnettiate	193, 14	4			331,08	6	رود در الانتقال ال	Î				 "'	Prix	HI	Prix	HI		
Artiste invité					331,00	l °		-	413,84	6		-	496,60	6		<u> </u>	82,76	27,59
Artiste de variétés Cascadeur	154,51	4			253,83	6			297,97	6			397,29	8			44,14	27,59
Choriste-soliste Duettiste																		
I i lustrateur																		
Menipulateur			82,78	2			137,97				_							
Promier rôle							131,71	3			165,56	3			220,75	4	27,59	27,5
Soliste											,				-			
Chorista (chanteur, danseur, mime) Second rôle	130,21	4	72,83	2	211,87	6	434 76		244,98	.6			278,08	6			33,10	24,2
Démonstrateur			10,00	-	-		121,39	3			145,66	3			169,94	3	24,28	24,20
Mannequin	104,80	4			124 75													
Rôle muet					121,35	*			137,91	4			154,46	4			16,55	22,06
Figurant	79,43	4			79,43	4			70.47			-			<u>-</u>			
								أيحيك	79,43	4		<u> </u>	79,43	4				19,8

<u>Initiales</u>

MLR.

G.V.

100

. .

S.C.

J.R.

ANNEXE I

MAJORATION DESTARIFS

8.1.8	Frais de déplacement et de séjour											
	a)	remplacer	21,42 \$	par 22	2,06 \$							
	b)	remplacer	106,91 S		0,12 S							
		remplacer	7,71 \$	par	7,94 \$							
		remplacer	10,39 \$	par 1	0,70 \$							
		remplacer	21,85 \$	par 2	2,51 \$							
		remplacer	66,95 \$	par 6	8,96 \$							
		remplacer	5,36 \$		5,52 \$							
8.1.17	Annor	nceur de servic	2									
		télévision :	remplacer	112,48 \$	par	115,85 \$						
		radio :	remplacer	58,92 \$	par	60,69 \$						
8.3.1.1.	Autop	<u>ublicité</u>										
	a)	télévision :	remplacer	96,41 \$	par	99,30\$						
	,	radio :	remplacer	53,56 \$	par	55,17 \$						
	b)	télévision :	remplacer	128,55 \$	par	132,41 \$						
		radio :	remplacer	69,63 \$	par	71,72 \$						
8.3.3.1	Interlu	de										
		télévision :	templacer	214,24 \$	par	220,67 \$						
		radio :	remplacer	101,77 \$	par	104,82 \$						

16,07 \$ par 26,78 \$ par

Initiales ST.

fernplacer remplacer

8.3.4 Émission devant public

G.V. M-P P. MRV J.F.

16,55 **\$** 27,58 **\$**;

> S.C. J.R.

- Les parties conviennent de débuter la négociation en vue du renouvellement de l'entente collective 5. le 12 août 1991, soit six (6) mois avant la date d'expiration;
- 6. Les annexes font partie de la présente entente.

LES PARTIES ont signé ce 1^{er} du mois de mai 1991

L'UNION DES ARTISTES

Serge Turgeon, Président

Matthias Rioux. Secrétaire général LA SOCIÉTÉ RADIO-CANADA

rirard chelle,

Gérard Veilleux. Président

Stephen Costman, Vice-président aux finances

Marie-P. Poulin.

Vice-présidente aux ressources humaines

Jean Flicher,

Directeur des relation industrielles etavec

les attistes

Jean Fredette,

Premier agent national des relations avec

les artistes



December 15th, 1998

Diane Foley
Collection of Agreements Unit
Human Resources Development Canada
Labour Branch
Hull, Quebec
K1A 0J2

Dear Diane,

Further to our telephone conversation, you will **find** enclosed a **copy** of **the** collective agreements, **in both** hard and soft copies, belonging to the Canadian Broadcasting Corporation bargaining units. **(See attached list)**.

Four are missing, since new agremments are being negotiated. We will forward to you both hard and soft copies of these agreements, as soon as they are setteled. They are:

	U	Expiry Date
•	Canadian Media Guild (CMG) (On-Air Production)	September 21, 1998
•	Communications, Energy and Paperworkers Union of Canada (CEP)	June 1, 1998
•	Canadian Media Guild (CMG) (Administrative Unit)	March 31, 1998
•	Association des réalisateurs (AR)	December 12, 1998

The STARF (Syndicat des techniciens(ne)s et artisan(e)s du Réseau français de Radio-Canada) (March 27, 1997 - March 26,1999) is also missing. We are trying to get a copy on disk from the union. We will forward it to your attention as soon as we get it.

If you need additional information, do not he sitate to ∞ntact me.

Yours truly,

Irene Roy

Project Administrator

Corporate Industrial and Talent Relations Service

DEC 2 1K1358 E4

Tel.: (613) 724-5584 Fax: (613) 724-5528 Syndicat des communications de Radio-Canada (SCRC) (June 22, 1998 - June 17,2001)

SCRC (French):	SCRC-F.DOC
SCRC Salary Scales (French):	SCRCGR-F.XLS
SCRC (English translation):	SCRC-A.DOC
SCRC Salary Scales (English):	SCRCGR-A.XLS

- 10197

Syndicat Canadien de la fonction publique (SCFP)
 (May 1, 1995 - September 25,1999)

-3919

SCFP.DOC

effective from May 13, 1998 to September 25,1999)

Union des artistes (UDA) - (October 29, 1996 - October 28,1999)
 (Your file 0397304)

UDA.WPD

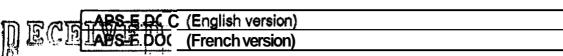
 Société professionnelle des auteurs et des compositeurs du Québec (SPACQ) - (October 2, 1998 - October 1, 2000)

SPACQ (French)	SPQCQF-CA.DOC
SPACQ - (English Translation)	SPACQE-CA.DQC

 Société des auteurs, recherchistes, documentalistes et compositeurs (auteurs) (SARDEC) (February 11, 1997 - February 10, 2000)

SARDEC.F.DOC
SARDEC.A.DOC (English translation)

Association des professionnels et superviseurs (APS)
 Association of professionals and supervisors (APS)
 (June 30, 1997 - June 30, 2000)



DEC 2 1 1998

 Writers Guild of Canada (WGC) - Radio and Television (September 1, 1998 - August 31,2000) (Your file 0929204)

WGCTV.DOC	
WGCRAD.DOC	

 Actra Performers Guild (APG) - Radio and Television (July 6, 1997 - July 3, 1999) (Your file 0929104)

 American Federation of Musicians of the United States and Canada RADIO and TELEVISION (AF of M) (April 1, 1997 - Merch 31, 1999)

AFMTV-E.DOC (TV Agreement)
AFMTRA-E.DOC (RADIO Agreement)
AFMTV-F.Doc (TV Agreement) (French translation)
AFMRA-F.DOC (RADIO Agreement) (French translation)



