



# **COLLECTIVE AGREEMENT**

Between

**CHINOOK ANIMATION PRODUCTIONS  
LTD.**

And

**RETAIL, HEALTH CARE AND SERVICE  
EMPLOYEES UNION, CLAC LOCAL 301**

**DURATION: October 1, 2021 - September 30, 2023**

# **COLLECTIVE AGREEMENT**

**Between:**

**Chinook Animation Productions Ltd.  
(hereinafter referred to as "the Producer")**

**and**

**Retail, Health Care and Service Employees  
Union, CLAC Local 301  
(hereinafter referred to as "the Union")**

**Duration: October 1, 2021, to September 30, 2023**

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## COLLECTIVE AGREEMENT

### **ARTICLE 1 – PURPOSE OF AGREEMENT**

- 1.01 The Producer recognizes the Union as the exclusive bargaining agent for Performers with respect to all terms and conditions contained in this Agreement. It is further recognized that the Union has exclusive jurisdiction in all recorded production in Alberta. The Producer recognizes the Union as the sole and exclusive bargaining agent for all Performers in the bargaining unit.
- 1.02 This Agreement sets forth the rates and working conditions under which Performers may be engaged in recorded production produced in Alberta.
- 1.03 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and no supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.
- 1.04 **Rights of Producer**  
Except to the extent modified in this Agreement, all rights and prerogatives of management, administration and direction are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producers rights shall include:
- (a) The right to maintain efficiency, discipline and order, and to discipline and discharge Performers for just cause and,
  - (b) The right to select and hire Performers and other personnel; the right to establish the methods and means of production, including determining the qualification of personnel at any point in time, the hours and dates personnel are required, and the location and standards of performance; methods used to ensure security of the Producer's property; and generally the right to conduct its business the most effective way it sees fit, without interference.
  - (c) Producer has the unfettered right to augment, edit, partition, delete, add to, and modify Programs, and any and all performances created by Performer(s) under this Agreement. Performer(s) shall be deemed to have consented to have waived any moral rights he or she may have in and to those performances.
- 1.05 This Agreement shall be subject to the laws of the Province of Alberta.
- 1.06 **Enabling Provision**  
The Producer and the Union will continually monitor the effectiveness of this Agreement during its term in order to assure the work opportunities for the

Performers and the competitive position of the Producer. The Union will review a request from the Producer for any modifications in the terms and conditions of this Agreement intended to preserve work opportunities for Performers. The Union shall make reasonable efforts to respond to a request for modification within three business days of receipt of the request. The Union is authorized to approve and implement such modifications as it deems necessary and in the best interests of the Parties. Any such modifications to this Agreement shall be by Letter of Understanding.

## **ARTICLE 2 – PERFORMER DEFINITIONS**

- 2.01 **Actor:** means a Performer engaged to speak ten (10) lines or less of dialogue.
- 2.02 **Extras:** See Appendix “C” for definitions.
- 2.03 **Performer:** means a Performer engaged to perform a role or roles on or off-camera in a Production or Productions.
- 2.04 **Principal Actor:** means a Performer engaged to speak eleven (11) or more lines of dialogue.

## **ARTICLE 3 – DEFINITION OF TERMS**

- 3.01 **Booking:** means notification to a Performer and acceptance by him/her of an engagement on a definite or approximate date or dates. This booking creates the obligation upon the Producer to engage the Performer and the obligation upon the Performer to carry out the engagement.
- 3.02 **Call:** means the place and hour of commencement of work for a Performer.
- 3.03 **Convertible Program:** is a half hour animation Program that may also be used as two quarter hour Programs; or two quarter hour Programs that may be used as a half hour Program.
- 3.04 **Daily Fee:** means the fee for services exclusive of any Use fee(s) or other remuneration.
- 3.05 **Documentary Program:** means an information program that is not designed to be purely entertainment and which may include drama or variety techniques in achieving its information goal.

- 3.06 **Dubbing:** means the voice performance by a Performer off-camera to replace the performance of another performer in an existing Program.
- 3.07 **Educational Television:** means curriculum based production.
- 3.08 **Episode:** means one Program, complete in itself but forming part of a series.
- 3.09 **Gross Fee:** means total compensation paid to a Performer for a production exclusive of monies paid by a Producer for expenses, such as per diem allowances or travel costs.
- 3.10 **Industrial Program:** means a Program which is not less than three (3) minutes in length, and which is produced to promote directly or indirectly the image of an organization or to promote the use of its products or services, or to offer training in the use of its products or services, or to promote education or instruction.
- 3.11 **Interactive Media:** means any and all media formats such as, but not limited to, CD-ROM, DVD, Video Games and other compact devices.
- 3.12 **Interstitial:** means filler material which in itself does not constitute a Program and which is produced for the purpose of filling short periods of time between main items of programming.
- 3.13 **Line of Dialogue:** consists of 10 words. Line Count (number of lines) means the total number of lines a Performer performs. The Line Count is calculated by totaling the number of words performed, divided by 10.
- 3.14 **Net Fee:** means the total compensation paid to a Performer during the production of a Program.
- 3.15 **Producer:** means the corporation, which controls, administers, directs and is responsible for the production of any Program and shall include any and all assigns of Producer.
- 3.16 **Production/Program:** means any audio/visual work embodying the services and results of Performers whether this work is fixed on film, tape, or otherwise and includes, but is not limited to each Episode of a series, a Pilot, etc., regardless of the method of delivery.
- 3.17 **Role(s):** means the part or parts to be portrayed by a Performer.
- 3.18 **Series:** means Episodes produced as a group to be presented in a regular pattern over an entire broadcast season.

- 3.19 **Single Unit:** means a Program intended for exploitation as a single entity, broadcast or Program, and not as part of a series.
- 3.20 **Use Fees:** means buyout fees. (Appendix "B")
- 3.21 **Uses means:** the use of a Production or elements thereof on:
- (a) Television; all formats
  - (b) Theatrical
  - (c) Video
  - (d) Interactive media; all formats
  - (e) Internet, Transportation and Mobile
  - (f) Toys and Merchandise
- 3.22 **Video:** use means the distribution of a Production by manufacturing and selling or renting copies of a Production on tape, disc, cassette or any other format intended primarily for private, in-home use.
- 3.23 **Walla:** is defined as background voices, ambient noise/sounds provided by a Performer or Performers.

#### **ARTICLE 4 – OBLIGATIONS OF PRODUCER**

- 4.01 **Preference of Engagement**  
The Producer shall give preference of engagement to Members of the Union.
- 4.02 **No Discrimination**  
The Producer will not discriminate against any Performer because of age, race, sex, creed, colour or national origin. All roles in a production shall be open to all Performers, except those roles which may be restricted because of specific requirements of the Producer.
- 4.03 **Assignment of Fees**  
All payments shall be made directly to the Performer unless written authorization has been received by the Producer from such Performer authorizing payment to another party. Payment will also be made to another party in the event of a court order.

**4.04 Administration Fee**

The Producer shall assist in defraying the cost of administering the terms of the agreement by paying an administration fee to the Union of one (1%) per cent of the Gross Fees paid to all Performers engaged for the production of a Program.

**ARTICLE 5 – UNION REPRESENTATION AND OBLIGATIONS**

**5.01 Performers to Report:**

Performers shall report to the Producer or his/her designate before leaving the studio or location following the completion of scheduled work. The Performer's workday ends at the completion of the session, unless asked to remain beyond that time by the Producer or his/her designate. The Performer shall sign a Performers Work Report as provided. Should the Producer require the services of the Performer for a further period of time, the Performer shall accept such further engagement, provided it does not conflict with some previously arranged engagement.

5.02 A performer shall at all times report to the recording studio/location ready to work at the time of his/her call. The Performer is required to know his/her lines of the scenes listed on his/her call sheet at the time of arriving at the recording studio or at the location. Performers will at all times comply with the reasonable requests and instructions of the Producer or his/her representative. The Performer will be reasonably familiar with the terms of this Agreement. Should the Producer require the services of the Performer for a further period of time the Performer shall accept such further engagement, provided it does not conflict with some previously arranged engagement.

5.03 The Performer must advise the Producer at the earliest opportunity of any injury and/or any inability to fulfill contracted obligations.

5.04 Except as permitted by this Collective Agreement, there shall be no Union activities on Producer's time, or premises of the Producer without prior permission.

5.05 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- (a) The Union has the right to appoint or elect three (3) Stewards, to a maximum of three (3). Stewards are representatives of the Performers in certain matters pertaining to this Agreement, including the processing of grievances.
- (b) CLAC Representatives are Representatives of the Performers in all matters pertaining to this Agreement particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the Performers' collective bargaining rights, under this Agreement.

- (c) Upon proper notification to the Producer, the designated CLAC Representatives shall have access to the Performers during normal business hours for the purpose of observing working conditions and interviewing Performers.

#### 5.06 **Union Dues**

- (a) The Producer is authorized to and shall deduct initiation fees from Performers and Union Dues weekly from each Performer's pay, effective from the start of employment. Such deductions shall be a condition of employment and shall be an amount set by CLAC National Convention.
- (b) The total amount deducted will be mailed to the Union's provincial office each month, within two (2) weeks after month end, together with an itemized list of the Performers for whom the deductions are made, the amount deducted and the Performer's CLAC Member ID Number.
- (c) A performer shall normally be a Member of the Union. Performers who, because of religious or conscientious objections, cannot support the Union may apply to the Union, in writing, for permission to redirect their dues to a charitable organization of their choice. The Union will treat such requests in accordance with its stated policy and such permission shall not be unreasonably withheld.
- (d) For the purpose of paying a Performers Union Dues, the Producer shall deduct from each Performer the amount of regular Dues then in force and effect by the Union and subject to change pursuant to the Union's direction to the Producer. In the absence of notice to the contrary by the Union, the Producer shall deduct an amount equal to one and three-quarters percent (1.75%) of the Gross Fees (inclusive of Use fees) paid to such Performer.
- (e) The Producer shall state the name and Membership Number of each Performer from whom the Dues deduction has been made, and shall remit this to the Union with the payment.

### **ARTICLE 6 – CONDITIONS OF ENGAGEMENT**

- 6.01 Upon booking, Performers shall be given a date/dates, time and place of production.
- 6.02 The Performer shall be provided with a contract at the completion of work. Where exceptional circumstances dictate, the Producer may apply to the Union office for relief from the provisions of this Article. The Performer shall return a fully executed copy of the contract to the Producer immediately.

**6.03 Confidentiality:**

The parties acknowledge that it is vital that confidential information about a Production be kept confidential. The Producer may require as a condition of engagement that the Performer sign a confidentiality agreement that will include, among others, the following provisions:

- (a) The Performer will not use or disclose any confidential information provided to or made available to the Performer concerning the Production, including but not limited to the script, except for the proper purposes of the Production or with the prior written consent of the Producer.
- (b) Despite other provisions of this Agreement, any breach or alleged breach of the agreement will be resolved through binding arbitration under the principles of the Alberta Commercial Arbitration Act provided that the Courts of Alberta will retain jurisdiction to provide any injunctive or interim relief pending a final resolution.
- (c) The Performer indemnifies the Producer against all damages, losses, expenses, including, but not limited to, legal costs, and any judgment arising from any breach of the agreement.

The Union agrees that any confidential information provided to the Union concerning a Production will not be used or disclosed by the Union except only when absolutely necessary to administer this Agreement and provided that the Union remains responsible for ensuring that any person, including but not limited to its own performers, to whom any information about a Production is properly disclosed maintains the confidentiality of that information. The Union indemnifies the Producer against all damages, losses, expenses, including but not limited to legal costs, and any judgment arising from any breach of this provision.

**ARTICLE 7 – NO STRIKES – NO LOCKOUTS**

7.01 During the term of this Agreement, or while negotiations for further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Producer's operation through its members. The Union further agrees that a Performer or Performers that participate in or encourage any such action will be subjected to discipline or discharge. The term "slow-down" shall mean willful restriction or reduction of production by a Performer, which is within such Performer's reasonable control.

7.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Producer will not engage in any lockout or its Performers or deliberately send Performers home when this is not warranted by the workload.

7.03 It is the intention of the parties that during the life of this Agreement all disputes as to the meaning and application of this Agreement shall be handled in accordance with the provisions of the Grievance Procedure of this Agreement.

#### **ARTICLE 8 – GRIEVANCE PROCEDURES**

8.01 In the event that a difference arises between the Producer and the Union or the Producer and one or more Performers regarding interpretation, application or alleged violation of this Agreement, such difference shall be settled without stoppage of work or lockout by way of one of the following procedures of settlement as applicable:

##### **By the Performer(s):**

**Step 1** The Performer or Performers concerned, with or without a Steward in attendance, may first seek to settle the difference in discussion with the Producer.

**Step 2** If the difference is not resolved satisfactorily in Step 1; it then becomes a grievance. The grievance shall be reduced to writing, setting forth:

- (1) the nature of the grievance and the circumstance out of which it arose;
- (2) the remedy or correction required;
- (3) the section or sections of the Agreement infringed upon, or claimed to have been violated.

The written grievance shall be submitted in this form to the Producer or designee within five (5) days of the act causing the grievance. On the grievance form the Producer or designee shall set out a decision on the grievance for the griever within five (5) days of receipt of the grievance, and provide the griever and Steward with a copy of the decision.

##### **By the Producer or Union:**

In the event that either the Producer or the Union on their own behalf wish to process a grievance, such grievance shall be submitted by one party to the other, in writing, and shall be submitted within ten (10) days of the act causing the grievance. The party in receipt of the grievance must, within ten (10) days of having received it, inform the other party of its decision. In the event the grievance is not resolved at this time, either party may submit the grievance to arbitration within seven (7) days of the decision being rendered.

- 8.02 The time limits expressed in the foregoing shall be exclusive of Saturdays, Sundays and Statutory Holidays and normal time off of the Performer(s) involved.
- 8.03 In the event that the initiator of the grievance fails to follow the procedure and time limits established in this section, the grievance shall be deemed to be abandoned.
- 8.04 Where the recipient of the grievance fails to respond within the time limits prescribed, the grievance shall advance to the next step.

## **ARTICLE 9 – ARBITRATION**

- 9.01 If notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain agreement to refer the matter to an agreed upon single arbitrator with seven (7) calendar days of receipt of notification. The arbitrator shall meet within twenty-one (21) calendar days of the appointment and hear such evidence as the parties may desire to present to assure a full, fair hearing, and shall render a decision in writing to the parties within fourteen (14) days after the completion of the hearing.
- 9.02 If the parties fail to agree on an agreed single arbitrator within seven (7) calendar days as required above then either party may request the Minister of Labour to appoint an impartial arbitrator.
- 9.03 The decision of the single arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 9.04 The Union and the Producer may mutually agree to appoint a three person Arbitration Board as an alternative to the above. The procedure for this is outlined in Section 9.05 to 9.07.
- 9.05 Within seven (7) calendar days of receipt of notification by one party, the other party shall nominate its choice of nominee by notice in writing. The two nominees so nominated shall meet forthwith and if within seven (7) calendar days of their first meeting, they have failed to settle the grievance, they shall attempt to select, by agreement, the Chairperson for the Arbitration Board. If they are unable to agree upon the choice of such Chairperson within a further period of twenty-four (24) hours, they shall then request the Director of Mediation Services for the Province of Alberta to appoint a Chairperson.
- 9.06 After the Arbitration Board has been formed by the above procedure, it shall meet within twenty-one (21) calendar days of the appointment of the Chairperson and hear such evidence as the parties may desire to present to assure a full, fair hearing, and shall render its decision in writing to the parties within fourteen (14) days after completion of the hearing.

- 9.07 The Chairperson shall have the authority to render the decision with the concurrence of either of the other Members, and a decision thus rendered shall be final and binding.
- 9.08 The Arbitration Board or single arbitrator, by its decision, shall not alter, amend or change the terms of this Agreement.
- 9.09 Each of the parties to this Agreement shall bear the expenses of its nominee to the Arbitration Board, and the fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two parties to the dispute.

#### **ARTICLE 10 – WORK DAY FOR PERFORMERS**

- 10.01 **Work Day**  
The regular work day shall consist of eight (8) consecutive hours not including the meal period. The work day shall commence at the Performer's Call Time or when the Performer commences make-up, whichever is earlier, and the work day does not end until the Performer is out of costume. A work day starting on one calendar day and continuing into the next shall be deemed to be one work day, namely that on which work started.

#### **ARTICLE 11 – OVERTIME**

- 11.01 **Overtime**  
Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate.

#### **ARTICLE 12 – REST PERIODS**

- 12.01 **Rest Between Days**  
There shall be a rest period of not less than twelve (12) hours between the end of one work day and the beginning of work on the next day.

## **ARTICLE 13 – CANCELLATIONS AND POSTPONEMENTS**

### **13.01 Cancellation of a Production**

If a Production is cancelled for any reason, the Producer shall not be required to pay the Performers, provided notice of such cancellation is provided by the Producer forty-eight (48) hours in advance of the call.

### **13.02 Change in Scheduled Days**

If, for any reason other than the Producer postponing a session due to adverse weather conditions, the Producer changes a Performer's booking or engagement to another day, the following conditions apply:

- (a) If the notice of change is given to the Performer less than twenty-four (24) hours before the hour scheduled for work to commence, the Performer shall be paid fifty percent (50%) the daily fee for the original day.
- (b) If twenty-four (24) or more hours notice has been given, no payments to the Performer shall be required for the original day.

### **13.03 Illness**

Should illness or other physical or similar cause prevent the Performer from carrying on the Performer's individual contract, the Performer shall provide a Medical Certificate. If the Performer is absent by reason of illness for more than one day, the Producer may:

- (a) terminate the engagement forthwith upon payment to the Performer of monies accrued to the date of the Performer's absence; or,
- (b) suspend the engagement for the period of absence and subject to the Performer's other engagements entered into before the beginning of such period, extend the period of first call by the period of absence.

### **13.04 Performance Default**

When a Performer does not fulfill a contracted engagement which causes a cancellation, postponement or a delay of production and subject to the Grievance Procedure, the Performer will be required to forfeit his/her fee.

## **ARTICLE 14 – DOUBLING**

### **14.01 Incidental Doubling**

A Performer may do such minor singing as an integral part of a dramatic role to his/her role, without additional compensation.

**14.02 Participation in Off-Camera Crowd Noise**

Participation in off-camera crowd noises shall not be considered as doubling, and is permissible without additional compensation.

**14.03 Interstitial Rates:**

\$110.83 per ten (10) minutes of finished recording; one (1) hour of included work time; \$44.44 per hour additional work time. Use Fees are included. All fees outlined in the collective agreement will increase

**ARTICLE 15 – MINORS**

15.01 The Producer agrees to adhere to the provisions contained in the *Alberta Employment Standards Code, 14/97, Part 5*, employment regulations dealing with adolescents and young persons.

**ARTICLE 16 – TALENT AUDITIONS, INTERVIEWS AND INDIVIDUAL TESTS**

16.01 Voice tests are those try-out periods wherein a Performer or group of Performers are tested for ability, talent, physical attributes and/or suitability for inclusion in a Production. Performers shall sign-in on a sign-in sheet provided at the place of audition. No fees are required for the auditioning of a Performer. It is the intention of this clause to afford the opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than one (1) hour before commencement of an Audition/interview shall be compensated for all excess time over the hour at the rate of \$25.00 per hour or part thereof.

**ARTICLE 17 – RETAKES, ADDED SCENES AND AUDIO RECALL**

17.01 In the event that Performers are required by the Producer to return for retakes following the completion of the regular schedule of work, the Performer shall be obligated to work on such retakes providing such recall to work does not conflict with a prior commitment made by the Performer. Should there be a conflict of engagements, the Producer shall reschedule work to permit the Performer to keep the Performer's prior commitments; or compensate the Performer to the extent of the loss incurred by the Performer in the event the Performer is able to withdraw or postpone the conflicting prior commitment.

## **ARTICLE 18 – PUBLICITY STILLS, TRAILERS AND PROMOS**

### **18.01 Program Excerpt**

Excerpts of not more than five (5) minutes in length may be used as a trailer, Program insert, or promo, including use in an awards program for the promotion of a Program or Programs within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips may be used within a Series from which the footage was taken for recaps, previews or teasers without additional payment.

## **ARTICLE 19 – EXCERPTS**

19.01 The Producer may take excerpts (other than recaps, previews and teasers) from a Program in which a Performer has participated for use in another Program upon payment to the Performer in the excerpt a fee equal to the original contracted Daily Fee paid for the original Program. All Use Fees for the excerpt(s) are included within this Daily Fee. Uses of excerpt Performances in Convertible Programs are made without any additional fees.

### **19.02 Pilot Programs**

The daily fees provided in this Agreement may be discounted by fifty percent (50%) for the Production of a Pilot Program. The use of a Pilot Program shall be limited to evaluation purposes. Any other use of the Program including broadcast shall require a step-up of fees to Performers to the Daily fees in this Agreement and the payment of the applicable Use fee.

## **ARTICLE 20 – PAYMENT**

### **20.01 Payment**

All fees and payments must be paid within fifteen (15) calendar days from the day on which the Performance occurred.

### **20.02 Dubbing Payment**

Payment must be made within fifteen (15) days of the completion by all Performers of work on each episode of a series.

### **20.03 Late Payment Penalty**

In the event that payment of fees is not forthcoming as prescribed in A1901 the Producer shall pay to the Performer a late payment charge of ten percent (10%) per annum, payable monthly, of the total outstanding Fees. This provision shall not apply where the Producer has filed with the Union a dispute relating to the fees payable.

**ARTICLE 21 – CLAC PERFORMERS EDUCATION AND TRAINING FUND**

21.01 The Union and the Producer wish to improve the quality and competitiveness of the Alberta voice actor's pool, both generally and in regard to individual Performers. The parties recognize that there is a need to provide Union Members with education and training that will allow each of them to improve their performance skills in order to better succeed in the competitive world Performance market.

21.02 The nature of the training will include seminars, and hands-on training sessions for microphone technique, script interpretation, group and individual performances, and general performance techniques.

This training will be delivered in a series of in-studio and classroom workshops provided by film producers, directors and industry leaders from Canada and the United States.

Information on emerging broadcast trends, broadcast standards and practices, demographic data on both wide media and children's programming from major North American Networks such as YTV, Fox, Cartoon Network, Nickelodeon etc. will be formulated and provided to performers during the course of the seminars and in-studio sessions.

21.03 A Training Fund will be established for the Program and will be funded in the following manner:

- (a) The Union shall redirect the Administration Fee collected pursuant to Article 4.04 to the Fund in order to share in the cost of administering the Program.
- (b) The Producer shall assist in administering the Program by contributing a further three percent (3%) of the Gross Fees paid to all Performers engaged for the production of a Program to the Fund.
- (c) The Union and the Producer shall jointly monitor the funding level in order to ensure that the purposes of the Fund are being adequately met.

21.04 The fund shall be jointly administered by the Union and the Producer who will devise Education and Training Program plans on a calendar quarterly basis. Both will jointly administer the costs for seminar speakers, associated travel per diem and lodging costs, and for the costs related to in-studio training. Such costs will include recording studio rental, technical engineering staff and other costs relating to in-studio training.

**ARTICLE 22 – APPENDICES**

22.01 Appendix "A" - Fees and Conditions of Engagement for Performers

Appendix "B" - Distribution Rights, Prepaid Use Rights

Appendix "C" - Daily and Weekly Fees for Qualified Extras (per program)

Appendix "D" - Fees and Conditions of Work for Performers in Dubbing

Appendix "E" - Animation Series Performance Agreement

**ARTICLE 23 – DURATION**

- 23.01 This Agreement shall be in effect from October 1, 2021 to September 30, 2023. Pending negotiation of a new agreement, all the provisions hereof shall continue in force until such time as a new agreement in concluded and put into effect.
- 23.02 The parties agree to commence negotiations concerning a new agreement at least ninety (90) days prior to September 30, 2023

In witness whereof the parties have caused this Agreement to be executed on this 7 day of Feb, 2023

**DURATION OF THIS AGREEMENT: TWO (2) YEARS**

SIGNED ON BEHALF OF  
THE UNION;

SIGNED ON BEHALF OF  
THE PRODUCER;



Title: Representative

Title: Director

Company Name: \_\_\_\_\_

**Appendix "A"**

**ARTICLE A1 – FEES & CONDITIONS OF ENGAGEMENT FOR PERFORMERS**

**A101 Fees for On-camera Performers (Per Performer/Per Program)**

Category of Engagement	Daily Fee (hourly Rate X 8 Hour Day)	Hourly Rate	Overtime Rate (1.5 x hourly rate)	Weekly Rate	Included Work Hours
Principal October 1, 2021	\$503.73	\$62.95	\$94.42	\$2,518.01	8 hours/day
Actor October 1, 2021	\$359.41	\$44.92	\$67.38	\$1,797.07	8 hours/day

Category of Engagement	Daily Fee (hourly Rate X 8 Hour Day)	Hourly Rate	Overtime Rate (1.5 x hourly rate)	Weekly Rate	Included Work Hours
Principal October 1, 2022	\$511.29	\$63.90	\$95.84	\$2,555.78	8 hours/day
Actor October 1, 2022	\$364.80	\$45.60	\$68.39	\$1,824.02	8 hours/day

**A102 Session**  
 A Session in this Appendix "A" means a work day with a minimum call as provided in this Section.

**A103 Fees for Performers**  
 In a Series, the performance fees may be calculated on the basis of the Daily fees either "per Episode" or "per day of production", whichever is the greater.

**A104 Fees for Off Camera Performers**

(a) (Per Production of more than twelve minutes running time)

<b>Category of Engagement</b>	<b>Daily Fee on a 4 hour day</b>	<b>Hourly Rate for hours 5-8</b>	<b>Overtime Rate</b>
Principal October 1, 2021	\$334.67	\$54.73	\$82.11
Actor October 1, 2021	\$222.36	\$41.65	\$62.47

<b>Category of Engagement</b>	<b>Daily Fee on a 4 hour day</b>	<b>Hourly Rate for 5-8</b>	<b>Overtime Rate</b>
Principal October 1, 2022	\$339.69	\$55.55	\$83.34
Actor October 1, 2022	\$225.69	\$42.28	\$63.41

(b) (per production of 12 minutes or less running time)

<b>Category of Engagement</b>	<b>Daily Fee on a 2 hour day</b>	<b>Hourly Rate for 3-8</b>	<b>Overtime Rate</b>
Performer October 1, 2021	\$222.36	\$41.64	\$62.47
Performer October 1, 2022	\$225.69	\$42.27	\$63.41

**A105 Video Games; Basic Range**

<b>Category</b>	<b>Daily Fee on a 2 hour day</b>	<b>Hourly Rate for hours 3-8</b>	<b>Overtime Rate</b>
Performer October 1, 2021	\$222.36	\$41.64	\$62.47

<b>Category</b>	<b>Daily Fee on a 2 hour day</b>	<b>Hourly Rate for hours 3-8</b>	<b>Overtime Rate</b>
Performer October 1, 2022	\$225.69	\$42.27	\$63.41

The payment of Daily Fees shall include worldwide perpetuity use rights for digital uses only. For clarity, use rights include all Uses as per Article 3.21 with the EXCEPTION of Television, Theatrical, Toys and Merchandise. All other non-conflicting provisions of this Collective Agreement shall remain in force.

- (a) All Daily and Session Fees referenced in Appendix "A" are inclusive of 4% vacation pay and 4% statutory holiday pay.

**A106 Recall Session**

A Performer may be recalled for the purposes of correcting or replacing original performance in a regular on camera or off camera Session (Recall Session) the rate shall be:

<b>Category</b>	<b>Session Fee per two hour call</b>	<b>Additional Work Time (to 10 Hours)</b>
Principal October 1, 2021	\$203.27	\$38.17
Actor October 1, 2021	\$123.52	\$32.55

<b>Category</b>	<b>Session Fee per two hour call</b>	<b>Additional Work Time (to 10 Hours)</b>
Principal October 1, 2022	\$206.32	\$38.74
Actor October 1, 2022	\$125.37	\$33.04

The above rates in A106 also apply for Post Synchronization, and include all Use Fees.  
 [Note: Dubbing of animated Programs is covered by Section E.]

**A107 Initial Session**

The initial session for an animated Series shall comprise eight (8) hours for the same Daily fee currently provided for in a four (4) hour session fee.

**A108 Additional Voices (Doubling)**

For each additional role, the performer shall be paid a 50% doubling fee according to the line count for that doubled role. In other words, for each double, the Performer shall be compensated at 50% of the Principal Daily rate or 50% of the Actor Daily rate, whichever is applicable.

**Incidental Doubling**

Each Performer may perform two additional roles without additional payment beyond the Session Fee set out A104 per Production, provided each additional role shall not exceed three lines of dialogue (incidental roles).

**Walla and Noises**

Participation in crowd noises and performance of individual noises (e.g. grunts and screams etc.) shall not be considered a performance and therefore requires no additional fee when performed in a regular recording session (A104). Where

Performers attend a separate session to perform Walla, the rates for an Actor in a recall session (see Article A106 above) shall apply.

**A109 Bumpers and Promos**

A Performer may perform “bumpers” in the nature of “We’ll be right back” or promos for the Program or Series, during a regularly scheduled session, for no additional compensation. If a Performer provides the above services outside a regularly scheduled session, the rates for a recall session in Article A106 shall apply.

**A110.1 Series Guarantees and Discounts**

Contracts for Series guarantees shall be executed by all parties prior to the first Episode of a Series in which the Performer provides services to which the Producer wishes to apply a discount. The contract must stipulate the number of Episodes guaranteed. The Daily Fee shall be guaranteed.

Where a Performer is guaranteed Daily Fees and contracted for:

- (a) Thirteen (13) Episodes or more, the Producer may receive a discount of five (5%) of the Gross Fees.
- (b) Twenty-four (24) Episodes or more, the Producer may receive a discount of ten (10%) of the Gross Fees.
- (c) Thirty-nine (39) Episodes or more, the Producer may receive a discount of fifteen percent (15%) of the Gross Fees.

**A110.2 Guide Tracks**

Performers may perform pre-production guide track dialogue for up to four Principal and /or Actor roles, as well as for up to four incidental roles and for Walla on Episodes and Programs for the fees as set out below.

Use of Guide Tracks is limited to the production and/or creation of character designs, animation, animated line drawings, lip position assignments and animation related production elements.

Guide Tracks may not be used at any time for any Use as defined in Article 3.21 of this Collective Agreement. For clarity, Guide Tracks may not be used at any time for any public commercial purpose.

**A110.3 Guide Track Fee Schedule**

Category	Daily Fee on a 4 hour day	Hourly Rate for hours 5-8	Overtime Rate	Correction Recall 1 hour call
Performer October 1, 2021	\$153.32	\$40.88	\$61.33	\$51.11

Category	Daily Fee on a 4 hour day	Hourly Rate for hours 5-8	Overtime Rate	Correction Recall 1 hour call
Performer October 1, 2022	\$155.62	\$41.50	\$62.25	\$51.87

All fees referenced above are inclusive of 4% vacation pay and 4% statutory holiday pay.

**A110.4 Animation Series Performance Agreement**

As both the Union and the Producer agree to work co-operatively to maintain and expand work opportunities for the Performers and for the Alberta Production Industry as a whole, and in order for the Parties to continue to induce international producers to create productions in Alberta without fear of disruption or of the burden of added costs of having to re-record or replace voices where a Performer fails to complete production on a series, the Union and the Producer agree that each Performer will enter into an Animation Series Performance Agreement (Appendix "E") with the Producer at the Producer's direction.

**A111 Pick-up Lines**

An off camera Performer may be directed to record an unlimited number of pick-up lines (replacing or correcting his/her own previously recorded performance) from previously recorded programs for no additional compensation provided the pick-up lines are recorded within the call time of a regular session (and any additional hours to that session) in which the Performer is booked in accordance with Article A104. Pick-up lines recorded outside a regular recording session shall be paid pursuant to Article A106.

**A112 Multiple Program Production**

Where a Performer is guaranteed a minimum of thirteen (13) or more Episodes in a Series, and where the Performer's contracted obligations are met within no more than one (1) eight (8) hour session, the Daily Fees payable may be discounted by thirty-five percent (35%).

**A113 Use Payment Options**

Excepting work under Articles A106, A114 and A115, Performers working under the provisions of Appendix "A" shall be entitled to a Use Fee as provided in Appendix "B".

**USE RIGHTS FOR DOCUMENTARY EDUCATIONAL AND INDUSTRIAL PROGRAMS**

**A114 Distribution Rights**

Upon payment of the Daily Fees provided in this Agreement, the Producer is entitled to unrestricted use of Program for five (5) years.

**A115 Buy-Out Rights**

**Narrators and Commentators** – Upon payment to Narrators and Commentators of thirty percent (30%) of the Performer's total Daily Fees, the Producer is entitled to unlimited use of the Program world-wide in perpetuity.

**APPENDIX "B"**

**ARTICLE B1 – DISTRIBUTION RIGHTS, PREPAID USE RIGHTS**

**B101 Distribution Rights**

Upon payment of the Daily Fees, the Producer is entitled to unlimited Use of Programs in Canada.

**ARTICLE B2 – ADDITIONAL USE**

**B201 PREPAYMENT OPTIONS**

- (a) The Producer may acquire unrestricted Use rights as specified in (b) or (c) below, for a period of five (5) consecutive years from the date of first release in each Use as detailed in Article 3.21, Uses. Prepaid Use payments must be paid to Performers at the time of Daily Fee payment.
- (b) All Uses, world-wide, for five (5) years; 80% of Daily Fees.
- (c) All Uses except theatrical, world-wide, for five years; 60% of Daily Fees.
- (d) Extensions of Pre-payment Periods - The Producer may secure additional blocks of five (5) year Use periods upon pre-payment to the Performers of the applicable pre-payment percentages described in Article B201, (b) or (c), for such extended Use periods, provided that such payments are made to Performers prior to the expiry date of the existing five (5) year period.
- (e) Seven Year Use Rights – The Producer may acquire the unrestricted Use Rights specified below for a term of seven (7) consecutive years on the same term under Article B201 (a) upon pre-payment of the following percentage of Daily Fees:
  - i) All Uses, world-wide for seven years, 100%
  - ii) All Uses, world-wide except theatrical for seven years, 75%
- (f) Extensions of Pre-payment Periods - The Producer may secure additional blocks of seven (7) year Use periods upon pre-payment to the Performers of the applicable pre-payment percentages described in Article B201, (e)(i) or (e)(ii), for such extended Use periods, provided that such payments are made to Performers prior to the expiry date of the existing seven (7) year period.
- (g) Use Rights in Perpetuity – The Producer acquires unrestricted All Uses rights, world-wide for the Program in perpetuity upon pre-payment of one hundred and fifty percent (150%) of the Performer’s Daily Fees.

The “World” market includes Use in any and all countries world-wide, and in the known universe.

**APPENDIX "C"**

**ARTICLE C1 – DAILY AND WEEKLY FEES FOR QUALIFIED EXTRAS (PER PROGRAM)**

**C101**

<b>Category of Engagement</b>	<b>Daily Fee (hourly Rate X 8 Hour Day)</b>	<b>Hourly Rate</b>	<b>Overtime Rate (1.5 x hourly rate)</b>	<b>Weekly Rate</b>	<b>Included Work Hours</b>
Stand-in October 1, 2021	\$146.80	\$18.35	\$27.53	\$734.02	8 hours
Photo-Double October 1, 2021	\$110.10	\$18.35	\$27.53	\$550.52	6 hours
Special Skill October 1, 2021	\$189.98	\$23.74	\$35.62	\$949.91	8 hours
Extra October 1, 2021	\$110.10	\$18.35	\$27.53	\$550.52	6 hours

<b>Category of Engagement</b>	<b>Daily Fee (hourly Rate X 8 Hour Day)</b>	<b>Hourly Rate</b>	<b>Overtime Rate (1.5 x hourly rate)</b>	<b>Weekly Rate</b>	<b>Included Work Hours</b>
Stand-in October 1, 2022	\$149.01	\$18.62	\$27.94	\$745.04	8 hours
Photo-Double October 1, 2022	\$111.75	\$18.62	\$27.94	\$558.77	6 hours
Special Skill October 1, 2022	\$192.83	\$24.10	\$36.15	\$964.16	8 hours
Extra October 1, 2022	\$111.75	\$18.62	\$27.94	\$558.77	6 hours

C102 Daily Fees for Non-Qualified Extras in Programs. For those Extras who are engaged pursuant to C401, the producer agrees to pay minimum hourly wage as provided in the Alberta Employment Standards Code.

C103 Except where the provisions Appendix C specifically provide otherwise, the general provisions of the Collective Agreement shall apply to Extras. (All Fees in C101 are inclusive of all Use Fees). (All Fees referenced in Appendix C are inclusive of 4% vacation pay and 4% statutory holiday pay).

## ARTICLE C2 – DEFINITIONS (QUALIFIED EXTRAS)

- C201 (a) **Extra:** Means any Performer other than a Principal Actor or an Actor, provided such Performer is not required to give individual characterization, engaged to perform, Either alone or as a member of a team or group, silent businesses requiring a level of proficiency or other physical skill within the competence of the average person, even if performing in dress clothes or costumes.
- (b) **Photographic Double:** Means a Performer doubling photographically for a member of the team or group during on-camera long shots and other scenes in which the photographic double is not recognizable.
- (c) **Stand-in:** Performer engaged to replace physically another Performer during set-up.
- (d) **Special Skill Extra:** Means and Extra engaged to perform, either alone or as a member of a team or group, special silent business with a level of physical proficiency or other physical skills superior to that of the average person. Examples of such special silent businesses are: Water skiing, diving, skin or scuba diving, driving a marine vessel or any motor vehicle, any sport such as, but not limited to, baseball, football, skiing, hockey, soccer, and horseback riding.
- (e) **Qualified Extra:** Means a Member of the Union.

## ARTICLE C3 – CONDITIONS OF ENGAGEMENT (QUALIFIED EXTRAS)

- C301 There may be one (1) unpaid meal break during a five (5) hour call.

## ARTICLE C4 – NON-QUALIFIED EXTRAS

- C401 Whenever the producer engages ten (10) or more qualified Extras in a particular Production on a particular day; the Producer may engage any additional number of non-union persons to perform Crowd Work.

**APPENDIX "D"**

**ARTICLE D1 – FEES AND CONDITIONS OF WORK FOR PERFORMERS IN DUBBING**

**D101 Dubbing Defined**

Dubbing means the voice performance by a Performer off-camera to replace the performance of another performer in an existing Program.  
Where the terms of this dubbing section are mute, the terms in the other sections of this agreement shall apply.

**D102 Fees**

The fees paid to Performers with a minimum one (1) hour call shall be based on the following:

- (a) The length of time actually spent in recording.
- (b) The Line Count, whichever is the greatest.

**APENDIX "D" FEE SCHEDULE**

<b>Hours</b>	<b>Rate October 1, 2021</b>	<b>Rate October 1, 2022</b>
1	\$125.21	\$127.09
1.5	\$156.95	\$159.30
2	\$188.66	\$191.49
2.5	\$215.65	\$218.88
3	\$250.44	\$254.20
3.5	\$280.76	\$284.97
4	\$313.33	\$318.03
4.5	\$344.77	\$349.94
5	\$371.72	\$377.30
5.5	\$407.67	\$413.78
6	\$439.10	\$445.69
6.5	\$469.43	\$476.47
7	\$496.39	\$503.83
7.5	\$533.45	\$541.45
8	\$563.77	\$572.23

October 1<sup>st</sup>, 2021 \$90.03 for each additional hour, calculated in one-half (1/2) hour units.

October 1<sup>st</sup>, 2022 \$ 91.38 for each additional hour, calculated in one-half (1/2) hour units.

October 1<sup>st</sup>, 2021 Per line Fee: \$3.37

October 1<sup>st</sup>, 2022 per line fee: \$3.42

(All Fees referenced in Appendix "D" are inclusive of 4% vacation pay and 4% statutory holiday pay.)

**D103 Use Fees**

The payment of the above rates shall entitle the Producer to unlimited Uses of the dubbed Programs in perpetuity without additional payment of Fees.

**D104 Additional Voices (Doubling)**

(a) During one session, a Performer who is required to dub more than four (4) roles in the same Program (or in the same Episode of a Series), shall receive

additional payment for doubling. Such additional payment shall be \$53.32 for the first such double, and \$36.27 for the second and each subsequent double.

(b) **Participation in Crowd Noises/Walla.**

Participation in Crowd Noises/Walla shall not be considered as doubling or a Performance, and is permissible without additional compensation.

**D105 Line of Dialogue/Line Count**

Line/Line Count shall conform to Article 3.13.

**D106 Trailers, Promos and Excerpts**

- (a) An excerpt of not more than five (5) minutes in length may be used as a Trailer or Promo, including use in an Awards Program for the promotion of a Program or Programs within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips also may be used with a Series from which the footage was taken for recaps, previews or teasers without additional payment.
- (b) The Producer may take excerpts of more than five (5) minutes from a Dubbed Production in which a Performer has participated for use in another Production upon payment to the Performer in the excerpt of Fees based on the total Line Count of the performance in the second (other) Dubbed Production, as if the Performer had actually participated.

**D107 Audio Books and Plays**

Producer may acquire unrestricted use rights in regard to dubbing of a Program or Programs as per the Fees as set out in D 102

## Letter of Understanding # 1

### TALENT – LATE PENALTY FOR CONFIRMED/BOOKED SESSION

When a production is forced to book a Performer for additional sessions in a given block of episodes due to the Performer demonstrating a pattern of lateness, requiring continued sessions to be booked at another time or on another day, the clock would be continued from the initial, late-show session. The pay rate for anytime in excess of the current hour would continue at the rate as agreed in the current CBA. The Performer will be paid a single, first hour fee and not multiple first hour fees.

*Example:*

*I.E. JOHN DOE: booked for a two (2) hour session, is 30 mins late (the clock would start from moment the talent are in the booth and set up on the microphone, NOT from when they arrive at the building.*

*If the session cannot run past the allotted two (2) hour mark, the production would need to book talent for another session to complete required recording for the original session. Therefore, the 2<sup>nd</sup> session would start at the 1 hour 30 min mark of the CONTINUOUS CLOCK, from the moment the talent are in the booth and set up on the microphone, until the accumulated two (2) hour that was confirmed in the original booking/session. The Performer will be paid a single, first hour fee and not multiple first hour fees.*

## Letter of Understanding # 2

### TALENT – RESTRICTED AVAILABILITY (CONTINUOUS CLOCK)

Should a Performer provide RESTRICTED BOOKING AVAILABILITIES for a LEAD/GUEST/RECURRING role, in a program that requires the Performer to work several hours in a session to complete the recordings, and the Producer had notified the performer of the time requirement for a particular booking/session, the Producer reserves the right to compensate the Performer in a way that is consistent with the policy of booking actors for a period of up to 4 hours for a single session. Therefore, Producer may run a continuous clock over multiple sessions to a total of 4 hours. In the case where the first hour of a session is the 4<sup>th</sup> hour and the Performer is booked for more than 1 hour, the clock will continue on as per the agreed upon CBA rates. The Performer will be paid a single, first hour fee and not multiple first hour fees.

Should the performer indicate that they have limited availability (i.e. under the 4 hour minimum), the Producer will notify the Performer that the clock will be continuous prior to the booking of the short sessions. This will not apply to a short session resulting from the Producer scheduling it as such.

*Example:*

*I.E. JOHN DOE (A) SESSION - needs 4 hours session to complete the recording, Producer would normally book a 4 hour session. E.g., 4 hours on a Monday.*

*If Performer restricts availability, Producer would have to book 2 hours on Monday, and 2 hours on Tuesday. The Tuesday session would be a continuation of the first session and would therefore, in effect be the third and fourth hours of Monday's session, Etc.*

**APPENDIX "E"**

**Chinook Animation Productions Ltd. Series Performance Agreement**

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN: Chinook Animation Productions Ltd.  
UNIT 1D, 624 Beaver Dam Rd. NE  
Calgary, AB, T2K 4W6

(Hereinafter referred to as Chinook Animation Productions Ltd.)

AND:

NAME \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Hereinafter referred to as Performer)

This Agreement is made in accordance with Article A110.2 of the Collective Agreement between the Health Care and Service Employees Union, CLAC Local 301, (the Union), and Chinook Animation Productions Ltd.

Whereas Chinook Animation Productions Ltd. is engaged in the Production of recorded voice tracks for use in media productions, and the Performer performs vocal characterizations as contained in those productions,

**THE PARTIES AGREE AS FOLLOWS:**

**A. CASTING SHORT LIST**

Performer has now auditioned with many other performers and desires to be included in that smaller group of performers from which the final cast for the Series will be selected (the Short List). In return for being included in the Short List, the Performer agrees that he/she will, if selected to be part of the cast for the Series, agree to the terms and conditions contained herein.

Subject to the Performer being selected as a cast member for the Series, the parties further agree as follows:



**B. PERFORMANCE CONDITIONS**

1. That in return for being engaged by Chinook Animation Productions Ltd. to perform on the animated dubbing project currently entitled "===== " (the Series), such engagement is acknowledged as valuable, full and sufficient compensation for the purposes of agreeing to the terms of this Agreement, Performer agrees to make himself/herself available at all reasonable times to provide the voice performances for the episodes of the Series in which the Performer's character(s) appear. (the Relevant Episodes)
2. Chinook Animation Productions Ltd. agrees that it will engage the Performer subject to the continued artistic competence of the Performer for certain Episodes of the Series and at the payment rates as set out in Chinook Animation Productions Ltd. Performance Collective Agreement with the Union.
3. **BONUS PAYMENT** As further valuable and acknowledged compensation to Performer under this Agreement Chinook Animation Productions Ltd. hereby agrees that when the Performer has fully completed his or her voice performances on the Relevant Episodes, that Performer will be entitled to an additional (bonus) payment equal to x per cent (x%) of the gross contracted amounts paid to Performer in respect of the Series.



**C. PERFORMER AGREES AS FOLLOWS:**

1. To fulfill his or her moral and legal obligations to provide all necessary voice performances for the Series in order to permit Chinook Animation Productions Ltd. to complete the voice production for the Series.
2. To provide such high quality voice performances for the Series as are consistent with the Performer's acting ability.
3. To make himself/herself available to provide voice performances for the Episodes of the Series at all reasonable times.



**D. WARRANTIES AND INDEMNIFICATION**

1. **Performer agrees that his/her continued availability and quality of performance is the essence of this Agreement,** and agrees to provide all of the performance services as detailed in C, above. Performer hereby agrees that should Chinook Animation Productions Ltd. suffer any damages, losses or costs due to Performer's refusal to make him/herself available to complete the voice performances for the Episodes, or due to Performer's unwillingness to provide voice performances to a level of Performer's proven ability, then Performer shall

be liable for all such damages, losses or costs suffered by Chinook Animation Productions Ltd. due to such actions (or inaction's) by Performer.

2. It is hereby recognized and agreed by the Performer, Chinook Animation Productions Ltd. and the Union that enforcement of this obligation rests with the civil courts and not the grievance arbitration process under the collective agreement. Accordingly, the Performer hereby agrees that Chinook Animation Productions Ltd. may initiate a civil lawsuit for recovery in the Court of Queen's Bench of Alberta.

This Agreement shall be interpreted and enforced solely in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and each of the parties hereby irrevocably attorns to the jurisdiction of the Courts of Alberta.

3. Performer understands that the losses and costs referred to in D, 1, above, include, but shall not be limited to, all performer fees and costs for re-voicing Episodes originally voiced by Performer, and all studio, personnel, voice director, materials, courier and other costs attributed thereto.
4. Performer hereby agrees that any and all information in the possession of Performer regarding the Series, production of the Series, and/or the Series producer(s), whether or not such information is or may be considered to be publicly available (the Confidential Information), shall be held in the strictest confidence, and Performer hereby agrees that he/she will not release, discuss, and/or disclose the Confidential Information with anyone, at any time, for any purpose whatsoever, without the express, written consent of Chinook Animation Productions Ltd.

□□

#### **E. EXEMPTIONS**

1. Chinook Animation Productions Ltd. and Performer realize that medical and personal situations may arise which may cause the Performer to be unavailable from time to time. However, it is understood that absences for personal reasons are rare. Should a Performer become unavailable for a lengthy period due to medical incapacity, Chinook Animation Productions Ltd. will waive its rights under Article D above upon receiving written certification from a doctor chosen by Chinook Animation Productions Ltd. confirming such inability of the Performer to work.
2. However, should Chinook Animation Productions Ltd. at any point in time discover that the Performer had or has in fact been in a position to work and to complete his or her obligations pursuant to C, above, and therefore in fact has made a voluntary decision to withhold services from Chinook Animation Productions Ltd., any such waiver of rights shall be null and void and Chinook

Animation Productions Ltd. shall have full right to proceed with a claim for loss against Performer under the terms of this Agreement.

Performer agrees that he/she has either received the benefit of legal counsel in respect of review of this Agreement, or has hereby waived right to such counsel, and the Performer specifically agrees that he/she fully understands the obligations, liabilities and benefits of entering into this Agreement.

Each party hereto agrees that it understands fully the content and consequences of this Agreement and agrees to be bound by all the terms contained within this Agreement.

\_\_\_\_\_  
**For Chinook Animation  
Productions Ltd.**

\_\_\_\_\_  
**Performer**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CHINOOK ANIMATION PRODUCTIONS LTD.**

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