

UBCP/ACTRA BC Master Production Agreement Hold Calls, Cancellation and Postponements

SUMMARY

Cancellation of Performers Engagement (A1905)

- 100% payment of contracted fees, unless cancelled for just and reasonable cause.

Change of Scheduled Days - not due to weather (A1906)

- Less than 24hrs notice - 100% payment
- 24hrs to 48hrs notice - 50% payment
- More than 48hrs notice - 0% payment
- If rescheduled day conflicts with other job, 100% payment (Hours are based on 10am call for day shoots & 7pm for night shoots)

Cancellation of Scheduled Days (A1908)

- 100% payment of contracted fee (unless other cancellation provisions apply)

Weather Cancellations/Rescheduled (A1911)

- If the day is not rescheduled - 100% payment for the day
- If the day is rescheduled - 50% of contracted fee for the rescheduled day.
- If the performer has a conflict with the rescheduled day, the producer must excuse the performer to do other job, OR compensate the performer to the extent of the other job lost.

Not Used on Set - Where a Performer arrives on set for his or her Call and is subsequently not used on that day, the day is not a "cancelled day", and is paid in Full with Use Fees.

Hold Days – If you are asked to hold a day or days in readiness to be called to work – 100% payment for each day you are on a “holding call”. You will be advised when your “holding call” starts and when you are released.

UBCP/ACTRA BC Master Production Agreement Language **Hold Calls, Cancellation and Postponements**

ARTICLE A18 – HOLD OVER ON LOCATION AND HOLDING CALLS (Pages 42 to 43)

A1801 Hold Over on Location (Pages 42)

In the event the Producer requires a Performer to be on location on a day or days either prior to or following a contracted day of work in any one engagement, the Performer shall be paid fifty percent (50%) of the Performer's contracted daily fee for the first two (2) such days and one hundred percent (100%) of the Performer's contracted daily fee for each such subsequent day; provided that if the Performer arrives on location on the evening prior to the morning Call of a contracted day or if the Performer leaves the location on the morning following a contracted day when scheduled carriers are available, the Performer shall be entitled to payment in accordance with A17 (Travel, Transportation, and Expenses) for the day of arrival and departure only.

A1802 Holding Call (Pages 43)

In the event that the Producer directs a Performer to hold a day or days in readiness to be called to work, the Performer shall be paid not less than one hundred percent (100%) of the minimum daily fee for the appropriate category of performance for an eight (8) hour call in respect of each day the Performer is on a "Holding Call." The period of the "Holding Call" shall commence at the hour specified by the Producer and shall end when the Performer is released from the "Holding Call."

ARTICLE A19 - CANCELLATIONS AND POSTPONEMENTS (Pages 43-45)

A1901 Force Majeure (Page 43)

A1902 Cancellation of a Single Production (Page 43)

A1903 Preference of Engagement Upon Remounting (Page 43)

A1904 Cancellation of a Series Production (Page 44)

A1905 Cancellation of a Performer's Engagement (Page 44)

If the Producer cancels a Performer's Booking or engagement on a Production which is subsequently produced, such Performer shall be paid in full the Performer's contracted fee(s), except where the cancellation occurred for just and reasonable cause.

A1906 Change in Scheduled Days (Page 44)

If for any reason other than weather, 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 in full the Contracted Fee for the original day.
- (b) The Performer shall be paid fifty percent (50%) of the Contracted Fee for the original day if the notice of change is given to the Performer less than forty-eight (48) but more than twenty-four (24) hours before the hour scheduled for work to commence.
- (c) If forty-eight (48) or more hours notice has been given, no payment to the Performer shall be required for the original day.

If such change in scheduled day conflicts with any other confirmed engagement, then the Performer shall be compensated in full for the engagement which the Performer is unable to fulfill. For the purpose of this clause, where the Call Time of the Performer has not been specified, it shall be considered to be 10h00, except when it has been designated as a night shoot, in which case the Call shall be considered to be 19h00.

A1907 Postponement of Scheduled Call Time (Page 44)

If for any reason other than weather, the Producer postpones a Performer's scheduled Call time to a later time on the same day, the following conditions apply:

- (a) If the notice of postponement is given to the Performer less than eight (8) hours before the originally scheduled Call time, the Performer shall be paid from his or her originally scheduled Call time.
- (b) If the Performer has been given eight (8) or more hours notice of postponement before the originally scheduled Call time, the Performer shall be paid from the postponed Call time.

A1908 Cancellation of Scheduled Days (Page 45)

- (a) If the Producer cancels a Performer's scheduled day or days, the Performer shall be paid in full the contracted fee for such cancelled day or days, except as modified by other provisions of Article A19 (Cancellations and Postponements).
- (b) Where a Performer arrives on set for his or her Call and is subsequently not used on that day, the day is not a "cancelled day" for the purposes of Article A334 (Net Fee) of this Agreement.

A1909 No Weather-Permitting Calls in Studio (Page 45)

No weather-permitting Calls shall be allowed for work in studio.

A1910 Illness (Page 45)

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.

A1911 Weather Cancellation (Page 45)

Where the Performer's scheduled day is cancelled because of weather at any time up to and including the scheduled Call, the following shall apply:

(a) if the cancelled day is not rescheduled, the Performer shall be paid one hundred percent (100%) of the Performer's contracted daily fee; or,

(b) if the cancelled day is rescheduled for a day when the Performer is available, the Performer shall be paid an additional fifty percent (50%) of the contracted fee for such rescheduled day; or,

(c) if the cancelled day is rescheduled for a day on which the Performer has a prior Booking, the Producer shall:

(i) excuse the Performer so that the Performer may fulfill the previous commitment; or,

(ii) compensate the Performer to the extent of loss should the Performer be able to withdraw from the conflicting engagement.