

# GUIDELINES

MAIN ELEMENTS OF A COLLECTIVE AGREEMENT  
IN THEATRE, TELEVISION AND CINEMA PRODUCTION

INTERNATIONAL FEDERATION OF ACTORS (FIA)

September 2005

WITH THE FINANCIAL SUPPORT OF THE EUROPEAN COMMISSION



## FOREWORD

The purpose of these *Guidelines* is to provide a collection of main clauses reflecting the minimum content that collective agreements should ensure for performers, in the fields of theatre, television and cinema. They are recommended to all EuroFIA unions as a guideline of the minimum contractual content for the employment of performers in these three professional fields.

The Guidelines are intended to serve as a support negotiation tool primarily for FIA affiliates in the new EU Member States, but should be of valuable technical support to all our affiliates in Europe, in the preparation of collective bargaining procedures in the three sectors mentioned above.

Please note that this is neither a comprehensive, nor a compulsory checklist to be used during negotiations. These Guidelines do not intend to be a standard collective agreement. However, they do recommend a set of clauses that are crucial and unavoidable in order to ensure a high protection of performers' rights and working conditions. Additional information and a detailed list of clauses will be provided during the seminar organized in the framework of the current project.

This document has been drafted taking into consideration the needs of performers and the specific social dialogue environments in the new EU member states. It is based on a selection of collective agreements provided by various FIA affiliates, in order to ensure a vast and objective range of phrasing models.

These Guidelines include separate chapters for theatre, television and cinema productions.

The structure of each chapter includes:

- the clause to be stipulated (in **bold letters**)
- a brief explanation of the importance of such clause (in a frame)
- an example of wording of such a clause (in *italic letters*)

A model contract is also provided in Annex of this document.

These recommendations will also be placed on FIA's website. They will equally be included in a CD-rom, which will be distributed to all FIA affiliates as the final product of this project .

## Disclaimer

This is a support document for the second seminar organized in the framework of the project "Strengthening the structure and functioning of performers' organisations: tools to enable their integration in the European Social Dialogue in the audiovisual and live performance field".

All opinions and comments reflected in the document are those of its author.

## **SUMMARY**

**CHAPTER I Main elements of a collective agreement – THEATRE**

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**Annex 1** Model contract - Theatre

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# **Chapter I Main elements of a collective agreement - THEATRE**

## **General provisions**

- These provisions define the scope, duration and termination of the agreement, as well as other elements that establish the general framework of the collective agreement. They usually constitute the introductory part of such a document and are essential to any collective agreement.

### **1. Scope of the collective agreement**

The agreement should define the parties bound by the agreement and the performers covered.

*The agreement is concluded between....*

*This agreement applies to (OR sets forth minimum terms and conditions for) actors, opera singers (chorus singers excepted), and dancers working at the following theatres ....*

### **2. Implementation, duration and termination of the agreement**

The agreement should clearly define the duration of the agreement and set the terms of its termination/renewal.

*This agreement shall come into effect on... and shall subsist until terminated on, or after the expiry of 4 years thereafter...*

*The agreement can be terminated by either of the parties giving to the other not less than ... calendar months prior written notice, accompanied by detailed proposals for its revision. (OR... the agreement continues its effects until a new agreement is signed, or at least 3 years from the date of its signing...)*

### **3. Entering into individual engagements**

The contract of engagement should be in conformity with the terms of the collective agreement agreed upon by the union. The agreement should preserve the performers' right to bargain upon engagement and not be required to agree to terms of engagement prior to audition.

*The employer will not employ any performer to work in ...unless such engagement complies with the terms of the.... Agreement, and unless a standard written contract approved by (the union) is issued by (the employer), specifying terms and conditions.*

*The performer has the right to bargain upon engagement and will not be required to agree to terms of engagement prior to audition.*

**4. Representation of the union in the theatre/ union recognition by the employers<sup>1</sup>**

In order to ensure the implementation of the collective agreement in practice, the performers may elect a shop steward, who shall be recognized by the employer as a representative of the union.

*The signatories respect the performer's right to join a union.*

*There shall be a notice board in a prominent position backstage for the use of (the union) only. The employer shall cooperate with (the union) in making arrangements for meeting of (the union) members at reasonable times and for reasonable durations, but no such meetings shall impede any rehearsals or performances.*

*(The union) may represent its members in any dispute that may arise with the producer and in relation to any matter arising under any employment agreement.*

**5. Period of engagement/definition of work**

The agreement needs to regulate the maximum length of the engagement.

*The engagement shall start on ....., the date of the first paid performance will be....and finish on... or the end of the tour or season or if earlier, subject to the employer giving the performer not less than two weeks' written notice of the termination date.*

**OR**

*An engagement must be restricted to a limited period of time.*

*An engagement must be consecutive and of a minimum of 75 days' duration.*

**Additional**

*If the employer has employed the performer for a consecutive period of twelve months from the date of the performer's opening performance, then the engagement may be terminated by either party giving four weeks notice of termination in writing to the other party.*

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<sup>1</sup> Provisions under this heading will almost always depend upon local legislation. One of the aims of the union must be to ensure that the performers working under the agreement join the union that has negotiated it and contribute to its revision and enforcement.

## **Provisions related to working conditions**

- These provisions provide basic protection to performers. The agreement should expressly prevent performers from waiving these protections or for any waiver to be effective unless the (written) consent of the union is previously obtained by the employer.

### **6. Working time**

The agreement should include the maximum weekly and daily working time, taking into consideration the national legislation in the country concerned. It should also include a clear definition of overtime, provisions on night work, travel, etc.... Furthermore, given their importance, these provisions should explicitly be mentioned in the individual contract, even if already mentioned in the collective agreement.

### **Performances**

*The performer's weekly salary shall cover a maximum of 8 performances/week if the production is once nightly, and 12 performances/week if the production is twice daily or twice nightly, and a maximum of 2 performances/day...<sup>2</sup>*

***Performance time** is defined as beginning 35 minutes<sup>3</sup> before the rise of the curtain and after 15 minutes after curtain down....*

### **Rehearsals<sup>4</sup>**

#### **Weekly/daily working time**

*The working week shall consist of a maximum of ...hours from Monday to Saturday.*

*The working day shall consist of 8 hours (inclusive of one meal break of one hour and two 15 minute breaks the length of which may be varied with the consent of the cast....)*

*There shall be no less than 3 weeks rehearsal<sup>5</sup> for every new production, unless (the union) is notified beforehand of shorter periods of rehearsal for particular members of the cast.*

*After the production has opened rehearsals shall where reasonable and practicable be called in the afternoon.*

*If all performers, through the shop steward consent to this, the rehearsal hours (12 am – 4 pm and 7-10.30 pm) may wholly or partly be changed.<sup>6</sup>*

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<sup>2</sup> Where additional performances are undertaken, a provision on supplementary payment should be specified – see further on, under “Salaries, specific allowances”

<sup>3</sup> These provisions shall be adapted to each production, for example 50 minutes can be necessary where full body make-up and elaborate costumes or hairstyles are worn subject to the employer's approval)

<sup>4</sup> Example of schedules with payments for rehearsals will be provided during the seminar in Prague

<sup>5</sup> this provision may vary for musicals

<sup>6</sup> a spread of hours within which work is to be performed is also useful. The right of the employer to schedule rehearsals must be limited or the performance – and the reputation of the performer – will suffer

## **Overtime<sup>7</sup>**

*Overtime and non-standard working hours are remunerated in accordance to the national agreement between (Employers Association) and the (Union) .*

*Overtime shall be payable for each 30 minutes or part thereof worked in excess of ...hours in the week.*

## **OR**

*Overtime shall be calculated on the basis of the performer's hourly rate which shall be established as 1/45<sup>th</sup> of the artist's salary....as defined in Clause.. of the standard contract.....”*

## **Rest time**

*A break of 11 hours between completion of one day's work and the commencement of another shall be given to the performer.*

**Late hours, breaks, Sundays and public holidays, work on free days, travelling time, etc.<sup>8</sup>**

## **7. Salaries, specific allowances**

The agreement must set a minimum fee according to the various roles of performers. The increase of each minimum fee for every year of validity of the agreement should be clearly stipulated. The fact that the agreement sets minimum rates only should be clearly spelt out in the agreement.

## **Monthly/weekly/daily salary (when the contract is for less than a month)**

*The performer's weekly salary shall not be less than...*

*The performer's salary includes rehearsal and performance salaries, exclusive of any allowances and additional payments provided for in this agreement ....*

*Any performances above the number for which the performer has been contracted will be paid for as an additional 1/8<sup>th</sup> of the artist's basic performance salary.*

*The performer's salary shall be paid on a monthly basis, on the 25<sup>th</sup> of each month... This sum shall be paid to:(your bank and account number).<sup>9</sup>*

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<sup>7</sup> often, national standards as to how penalty payments for overtime are calculated will apply and this will influence what actually goes into your agreement. Nevertheless, the principle must be that when the limits set out in the agreement are breached, higher than normal rates must be paid. The penalty payments may be established as a flat rate of ...euro/hour of infringement, or better at a rate of time and a half or double/triple time for each period of infringement. More examples will be provided during the seminar in Prague.

<sup>8</sup>The importance of some of these issues, such as the travelling time, will vary from country to country. (for example countries which are geographically small and with a well developed regional theatre structure will not place great emphasis on this issue). Detailed examples of such provisions will be provided during the seminar in Prague.

<sup>9</sup> Some agreements may feature lists that specify the minimum wage levels for the industry

**OR**

*Payment will be made on a weekly basis to reach the performer by no later than noon on a Friday. Unless otherwise agreed payment will be by cheque or bank transfer ... Basic rehearsal and performance salary and any living away allowance will be paid within the week for which is due. All additional payments will be made in the following week. All travel expenses and fares will be paid before the day of travel. All payments are subject to any relevant statutory deductions. If the artist is VAT registered, the manager will pay a VAT invoice within 30 days of receiving it.*

*The minimum rehearsal and performance salaries are set out below<sup>10</sup>...*

**OR**

*The employer will pay the performer a minimum of ... for each performance and commits to ensure a minimum of ..... performances.  
For each rehearsal, the employer will pay the performer a minimum of..... At least (X) weeks of rehearsals should be ensured.*

**Additional**

*If a performer in a play undertakes the task of “snap understudying” or “notified understudying, payment is released in accordance with the table below whether or not the understudying is effected:*

*For roles of 1-50 words: 1/12 of the monthly salary corresponding to the 20<sup>th</sup> scale of fees.*

*For roles of 51-200 words: 1/10 of the monthly salary corresponding to the 20<sup>th</sup> scale of fees.....*

*Etc....*

*If a **dancer** undertakes to do ensemble work, he or she is entitled to a supplementary payment of....<sup>11</sup>*

**Special allowances<sup>12</sup>** should also be clearly specified in the collective agreement and the individual contract.

**8. Social benefits**

The provisions relevant to this are usually included in the law, but a number of clauses making reference to the national law, mentioning the existing pension schemes, the professional training, illness, maternity leave, etc should nevertheless be part of the collective agreement.

<sup>10</sup> examples of schedule will be provided during the seminar in Prague

<sup>11</sup> The union will have to consider whether they should have a basic rate for a “performer” or should that category be broken up into its various component parts: variety artist, actor, dancer, etc. The advantage of establishing rates for the various categories is that it allows the union to have an argument with employers about rates which are higher for various kinds of performers given the level of skills involved, or in the case of dancers, the relatively short working life.

<sup>12</sup> specific provisions on special allowances for overtime, night work, work on free days, etc should be included in the agreement. Examples of such clauses will be provided during the seminar in Prague.

### **Holiday allowance**

*The performer is entitled to receive holiday allowance as a proportion of his or her salary in accordance with the current Holidays with Pay Act.*

### **OR**

*The performer shall be entitled to half a day's holiday in respect of each period of one complete week for which the performer's engagement has subsisted calculated from the performer's first rehearsal day. The maximum annual entitlement is 24 days...*

*Any holiday pay calculated during the engagement shall be paid at the rate of 1/12<sup>th</sup> of average weekly salary per half day owed...Any holiday entitlement not used at the end of an engagement will be compensated by payment in lieu....*

### **Sick leave**<sup>13</sup>

*The performer is entitled to sick leave payment in accordance with the (national legislation...); however, he is not entitled to such a benefit beyond the period of engagement.*

### **Pensions**

*From...2005, the employer shall contribute to the (union) pension scheme where the artist is a member of the scheme or joins the scheme during the engagement. The employer shall contribute weekly an amount equal to 5% of the performer's basic rehearsal and basic performance salary up to a ceiling of 1.5 times the relevant rehearsal or performance minimum. The performer shall contribute an amount of at least 50% of the amount paid by the employer to be deducted weekly at source by the employer. A statement of pension contributions shall be included on the performer's pay slip.*

### **Maternity/parental leave**<sup>14</sup>

*All performers are included under the provisions on employment and maternity leave of the (ex. Sex Discrimination) Act and the provisions on illness and birth of the (ex. Daily Benefit) Act, as well as under chapter 5 of the Agreement on Pregnancy and Maternity Leave and Leave due to other family related causes.*

*The employer's pension contributions amount to 14% of the employee's salary.*

### **OR**

*The employer shall provide maternity leave benefits, including ante-natal provisions, in accordance with the employment rights Act....*

*The performer will be entitled to parental leave in accordance with the ...Act or such relevant legislation...*

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<sup>13</sup> Abuse of sick leave is generally rare among artists, it should therefore be possible to negotiate a relatively generous sick leave provision; if the performer – based on his employment relationship – is not eligible to participate in a statutory scheme of insurance, he must nevertheless be separately covered by the employer.

<sup>14</sup> Success in negotiating these provisions will depend on national legislation and the success of the general trade union movement. If the later was not successful in negotiation maternity leave it will probably be impossible for a performers' union to do better.

### **Injury insurance**<sup>15</sup>

*The employer shall comply with the law in force in respect of Employers' Liability Insurance. Where the performer is required to undertake business of a potentially hazardous nature, including any fight sequence or flying, the employer shall arrange a personal accident insurance for the performer.*

**OR**

*When the performer is the subject of a work accident, his gross salary shall be fully ensured during for the duration of payment of daily social security taxes, and taking into account deduction of these taxes and other taxes originating from the social security establishment to which the employer contributes...*

### **9. Health and safety**

<p>Provisions on health and safety should be included in the collective agreement, particularly when statutory provisions relevant to this are deficient.</p>
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*The employers pledge to ensure the best health and safety conditions and to respect the legal obligations in force. The representative unions at national level pledge to ensure that workers are aware of, and make proper use of hygiene and prevention tools put at their disposal.*

**OR**

*In accordance with the Health and safety at work act...the employer will provide and maintain safe and healthy conditions of work. A written statement of general policy regarding health and safety matters shall be posted at the place of work<sup>16</sup>.*

### **10. Equal opportunities**

<p>A clause specifically addressing the issue of equal access to work, equal pay and treatment should be included in the collective agreement.</p>
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*The parties to this agreement are committed to a policy of equal opportunities and fair employment in connection with the engagement and treatment of artists regardless of gender, marital/parental status, colour, race, ethnic origin, age, disability, sexual orientation, or responsibilities to dependents. This principle will apply in respect of recruitment, training, pay and conditions, allocation of work and promotion. The principal criteria for selecting a person for a particular job shall be that person's ability and the job's requirements.*

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<sup>15</sup> Examples of additional benefits will be discussed in Prague

<sup>16</sup> Specific provisions on dance surfaces, raked stages, first aid kits, hazardous and toxic materials, etc can also be stipulated. Examples of such clauses will be provided in Prague

## **11. Breach of the agreement - Dispute settlement**

It is important that some dispute settlement procedure be included in the collective agreement. In its absence, the performer and the union would have to rely upon expensive civil legal proceedings to pursue breaches of contract.

*Any litigious questions relating to the interpretation or execution of the present agreement will be referred to arbitration, if the parties involved are not able to reach an amicable settlement and decide not to bring the dispute before a court of law. The arbitration board is to consist of three persons and the following provisions apply:<sup>17</sup>*

*The party requesting arbitration must notify the other party of the request by registered letter stating the issues to be submitted to arbitration, as well as whom he or she has appointed as his or her arbitrator.*

*Within 14 days after receiving the request, the second party must then by registered letter notify the first party of whom he or she has appointed as his or her arbitrator. In the absence of this, the arbitrator of the second party is to be appointed by the president – or, alternatively, the vice-president - of the (national) Labour Court.*

*The two arbitrators appoint a lawyer to act as mediator and chairman of the arbitration board. If the arbitrators fail to agree on a mediator within a week, the mediator is also to be appointed by the president – or, alternatively, the vice-president - of the (national) Labour Court.*

*The ruling of the arbitration board is final and binding on both parties.*

*The arbitration board, in its verdict, is entitled to decide who is to pay for the costs of the arbitration, including payment to the arbitrators.*

## **12. Casting of professional performers – professional recognition**

*The employer agrees insofar as it is reasonable and practicable, to offer engagements subject to this agreement to experienced professional performers. In the event that performers with no previous experience are engaged, the employer shall inform (the union) of the engagement as soon as practicable.<sup>18</sup>*

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<sup>17</sup> The provisions of most agreements are quite specific to the particular national law, therefore the example of wording given here is simply a guiding one. Nevertheless, some basic principles should be set out, such as: the union or the employer organisation should be the sole initiators of references to the dispute settling mechanism. The costs of the proceedings have to be borne by the parties and the procedure should not be clogged with frivolous claims from individual performers. Access to dispute settlement is a crucial part of the package of services the union offers to its members!!

<sup>18</sup> the agreement can also set damages payable to the union, for use of non-professional performers

### 13. Conditions to be applied when touring<sup>19</sup>

Working conditions when touring will necessarily differ from those of stationary production and it is important that such differences are outlined in the collective agreement.

#### Work organisation

*During touring, working conditions are the same as those defined in the collective agreement, subject to specific changes specified below....The working hours will be adapted to the traditions of the host country....*

#### Planning of work

*The provisional planning of the touring will be submitted to the workers' representatives a month before the scheduled tour.....*

#### Visa/passport expenses

#### Salaries/special allowances when touring

#### Travel and accommodation expenses

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<sup>19</sup> These provisions could be a separate annex to the collective agreement – for reasons of space, we only provide a list of clauses that should be detailed in such an annex. Detailed examples of wording will be provided during the seminar in Prague.

## **Chapter II**

### **Main elements of a collective agreement – CINEMA AND TELEVISION**

#### **General provisions**

The general provisions related to the scope, the implementation, duration and termination of the agreement etc, as defined in Chapter I of these Guidelines, may be equally used - with minor terminology nuances - in the field of television and cinema.

On the contrary, the patterns of performers' work in television and cinema are quite different from those working in theatre. Consequently, the provisions related to working and payment conditions for performers in the audiovisual field will differ from those encountered in a collective agreement on theatre.

For reasons of space, the current chapter will not describe these provisions in detail. Nevertheless, a compilation of various agreements will be provided on a CD-rom, which will accompany these Guidelines and will be distributed to each FIA affiliate.

The provisions related to performers' rights in the audiovisual field are vital and should be part of any collective agreement in television and cinema. They are briefly detailed below.

#### **Provisions related to rights**

National copyright laws in a number of EU member states include a presumption of transfer of rights to the producer in the audiovisual field. Under these circumstances, the following provisions offer performers some measure of control over the use of their image and voice in television and cinema.

They also protect the performers' right to receive additional compensation for the repeated use of their performance or its use on secondary markets – DVDs, video, Internet - once a television or a motion picture is sold, licensed or distributed.

#### **Basic exploitation rights**

The collective agreement should define the scope of the transfer of performers' rights to the producer, providing a detailed description of each right transferred and the limitation – in time and space - of such transfer. All forms of exploitation should be explicitly mentioned. Furthermore, the agreement should preferably not include "future/unknown forms of exploitation" among the rights transferred to the producer.<sup>20</sup>

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<sup>20</sup> For reasons of space, this document includes only a list of the exploitation forms that should be defined in the collective agreement. Extensive information and examples of wordings will be provided during the seminar in Prague

Traditional broadcasting

Cable distribution

Internet distribution

Exploitation of a film in cinema and other public places where a fee is paid

Public lending/renting of videograms

Sales of videograms

Other

Rights that are not included in the presumption of transfer (the written consent of the performer is needed)

*The Performers' work may only be recorded for, and incorporated in, the film for which the Performer has been engaged.*

*The Performer shall grant to the Producer the right to use and authorise others to use his/her name, photographs and other reproductions of the performer's image and recording of the Performer's voice and performances (...) in connection with the advertising, publicity, public exhibition, commercial exploitation and merchandising of the Film....*

*If the Producer wishes to grant the right to use extracts from the Film or its soundtrack other than for the purpose of promoting or publicising the Film, the prior written consent of the Performer must be obtained and appropriate payment to the performer must be done as set out in clause....*

#### Additional uses

*Any rights of retransmission, exhibition or other uses of the production that are not provided for in this Agreement shall be subject to agreement between the Producer and the Union.*

#### Dubbing

*The Performer's work should not, in principle, be dubbed or doubled by another performer in the same language. When a certain specific role imposes the necessity of dubbing, the individual contract should explicitly mention it.*

## Remuneration rights of performers

The provisions on remuneration are central to any effective performers' collective agreement. For each use of their work, performers are entitled to a remuneration that should not be inferior to the amount inscribed in the collective agreement.

### The basis of perception of rights (l'assiette)

- Remunerations are very often calculated as a “percentage of revenue”, i.e. a share of the film profit will be distributed to the performers engaged in the film. A model based on *gross* rather than *net* revenue is preferable and where possible, a model based on the distributor's receipts rather than those of the producer should be preferred.
- Remunerations can also be calculated as a “percentage of performer's original fee”.

*(...) % of the (net/gross) profit of the film shall be shared among the performers in the film according to their initial salary. Units will be assigned to performers on the basis of time and salary.<sup>21</sup>...*

*The Producer shall provide a copy of the definition of “profit” for each film to the Union no later than the start of principal photography.*

### Distribution formulas

The remuneration is either distributed directly to the individual cast members by the production company/the distributor, or the fees are distributed via the union, or via a collecting society.

### Auditing rights

*(...) At any time within 12 months of receipt of a profit share account the Union may by notice to the Producer require that such account be audited by a suitably qualified person for the purpose of verifying the accuracy of the profit share account.*

### Reporting

*The Producer shall provide the Union, for each film, a performers report setting out a complete cast list of performers and their respective proportions of entitlement to the profit share.*

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<sup>21</sup> The Profit share for performers depends on the collective agreements negotiated.

## Annex 1 Model contract – Theatre

The model presented below is based on a standard contract provided by one of FIA's affiliates, which incorporates the provisions of a Theatre Agreement signed between our affiliate and the employers' association. Concrete numbers or percentages have been deleted and a significant number of provisions, which were considered inherently related to the local legislation, have been left out.

*This contract is dated.....*

*and is between.....*

*(hereinafter called 'the Employer') and.....*

*(hereinafter called 'the Performer') of.....(home address)*

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1. *The Employer hereby engages the Performer for the production of.....at.....*
  - \*a. To play the part(s) of.....*
  - \*b. To play as understudy (up to 3 roles) the part(s) of.....*
  - \*c. To play solely as swing*
  - \*d. To play as chorus.*
  - \*Delete as appropriate.*
  
2. *The engagement shall start on....., the date of the first paid performance will be .....and finish on.....or the end of the tour or season if earlier, subject to the Employer giving the Performer not less than ... weeks' written notice of the termination date.*
  
3. *The engagement is based on a ... day week with no more than two performances in any one day. Subject to the applicable salary, the performance week will be an \*eight / \*twelve show week (\*delete as appropriate).*

*(...) the working week will comprise a maximum of ... hours between ... a.m. and ... p.m.*
  
4. *The Performer is engaged exclusively by the Employer and shall be paid a basic rehearsal salary of .....per week during rehearsals and a basic performance salary of.....per week in performance (which shall be not less than the applicable minimum specified in Clause ... of the collective agreement)*
  
5.
  - a. A living away allowance of.....per week will be paid for up to 12 weeks at any one venue where the Performer's home address is more than ...km from the venue.*
  - b. If, after the first paid performance, the Performer is required to stay at more than one venue during the engagement then for any stay of less than four weeks the Performer's living away allowance will rise to .....per week.*
  - c. If, after the first paid performance, the Performer is to stay at more than one venue during a week then the Performer's living away allowance will rise to ....per day for up to six days in any week. (Applicable minimum rates are as specified in Clause ... of the collective agreement)*

6. *The Performer is also engaged to cover the following additional responsibilities, which are paid at a weekly rate, subject to the applicable minimum specified in Clause ... of the collective agreement:*
  - a. *Understudy the part(s) of (please specify).....*
  - b. *Dance Captain.....*
  - c. *Swing ...*
  - d. *Other (please specify).....*
  
7. *There are additional payments pertaining to this Contract, for example for fares and overtime, which are specified in the collective agreement.*
  
8. *Holiday pay shall be paid at the rate of ...% of average weekly salary per half day owed. Average will be calculated on the ... weeks preceding a holiday, or the actual number of weeks worked if less than ... weeks. The Performer will accrue holiday with pay at the rate of half a day's holiday for each full week worked (split weeks pro-rata). Entitlement not used will be compensated by payment in lieu at the rate of ...% of average weekly salary. The holiday entitlement is ... weeks within each period of 12 months to be taken in units of at least one week (6 days) agreed mutually, except that the Employer may give not less than 4 weeks' notice of a week to be taken as holiday.*
  
9. *The Employer shall contribute to the (Union's) Pension Scheme where the Performer is a member of the scheme or joins the scheme during the engagement. The Performer should insert his/her Personal Pension Membership Number below. The Employer shall contribute weekly an amount equal to ...% of the Performer's basic rehearsal and basic performance salary (...). The Performer shall contribute an amount of at least ...% of the amount paid by the Employer to be deducted weekly at source by the Employer.*

*This Contract represents the entire agreement between both parties (...)*

*(Employer's Signature)*

*(Performer's Signature)*

## Annex 2 Model contract – Television (Cinema)

The model presented below is based on a standard contract provided by one of FIA's affiliates, which incorporates the provisions of a TV Agreement signed between our affiliate and the employers' association. Concrete numbers or percentages have been deleted and a significant number of provisions, which were considered inherently related to the local legislation, have been left out.

### Section A

*THIS CONTRACT MADE ON (insert date) .....PRODUCTION No ...  
incorporating the terms and conditions of the above Agreement*

*Production Company:.....Phone No:.....  
Address:.....*

*Performer:.....Phone No:.....Address: .....*

### Section B

*Either: The Producer shall have first call on the Performer's services for a period beginning on the first day on which the Performer shall, following a call from the Producer, attend to render services in the filming/recording of the Performer's part for the following nominated and/or unspecified period(s) in accordance with the provisions of Clause...of the Agreement:*

	<u>Date of Commencement</u>		<u>Number of Days</u>
i)	From: .....	To: .....	.....
ii)	From: .....	To: .....	.....
iii)	From: .....	To: .....	.....

**Or (Clause... of the collective agreement):** *Eight weeks or more continuous engagement.*

*Overall period from .....to .....*

*Guaranteed number of engagement day fees.....*

*The period of engagement may be extended subject to Clause...of the Agreement.*

**Or (Clause... of the collective agreement):** *One Day Network Engagement.*

*Date of Engagement .....*

### Section C

*For the purpose of this Engagement the Performer's Engagement Fee shall be .....*

- i) *The Performer shall be paid (Number).....Engagement Fee(s)  
(This shall be payable for the first day worked in each consecutive seven day period)  
and*
- ii) *The Performer shall be paid (Number).....Production Day(s) Payments*

*Note: iii) Multi-Episodic Use: The Producer has the right to incorporate the Performer's work into more than one separately transmitted episode, segment or instalment of the production in accordance with Clause... of the Agreement.*

Section D

For the purposes of this contract the Producer shall pay to the Performer ..... for the period(s) specified in Section B above calculated by adding Section C(i) and C(ii) whether or not the Performer is called to render services. (It should be noted that other payments under the Agreement may form part of the Performer's aggregate earnings upon which additional uses are calculated including the payments, if any in C(iii) if triggered.)

Section E Additional Uses

The Producer is obligated to pre purchase Rest of the World All Media Rights, (excluding all (the country) uses, world theatrical and world video rights) except for engagements on (...) regional productions, schools and adult education productions compilations and recordings of live performances. For all sales to the (country) secondary markets the royalty provisions set out in the Agreement shall apply.

The Producer undertakes to pre-purchase, where indicated, the additional uses shown below:

- 2nd and each subsequent TV use
  - Peak Time ... % x
  - Day Time off-peak hours ... % x
  - Night time off-peak hours ... % x
- Cable.....
- Video.....
- Etc

Section F

The Performer shall be required to render services for rehearsal of their part prior to their first day of principal photography specified in Section B.

Rehearsal Period: from .....to ..... Number of days/weeks.....

Rehearsal Fee(s).....per day/week (delete which is not applicable)

Total Rehearsal payments.....

Section G

Total Guaranteed Minimum Payment (Section C+\*D+\*E) = .....  
(\*D+E where applicable)

Section H

Subject always to Clause...of the Agreement the Producer shall/shall not have the right to dub the Performer's voice.

Section I Pensions

(Union) Personal Pension Scheme Number.....

Producer Contribution ..... Performer's contribution ..... Total = .....

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This contract shall incorporate all the terms of the Agreement made between (Union) and (Producers' organisation) dated....., together with any amendment or revision thereof and this engagement shall not contain any terms or provisions additional to those herein except as provided for in the Agreement.

A copy of the Agreement is available at the production office and at the offices of the Union.

WITH THE FINANCIAL SUPPORT OF THE EUROPEAN COMMISSION

