

# **NATIONAL COMMERCIAL AGREEMENT**

**BETWEEN**

**THE JOINT BROADCAST COMMITTEE OF  
THE INSTITUTE OF COMMUNICATION AGENCIES**

**AND**

**THE ASSOCIATION OF CANADIAN ADVERTISERS**

**AND**

**ACTRA**

**TERM OF AGREEMENT: AUGUST 5, 2017 TO JUNE 30, 2020**

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## SECTION 1 – APPLICATION AND RECOGNITION

- 101 Application of Agreement** The terms and conditions of this Agreement shall apply to persons who are members of or who are eligible for membership in the Alliance of Canadian Cinema, Television and Radio Artists (hereafter referred to as “ACTRA”) with respect to commercials for television and radio produced in Canada [except for those produced under the jurisdiction of the Union des Artistes (“UdA”) and the Canadian Federation of Musicians (“CFM”)] and also, subject to Article 2401, to television commercials produced in a foreign location for use in Canada that engage Performers who are permanent residents of Canada. This Agreement does not apply to radio commercials engaging a staff announcer that are broadcast only on the radio station employing that announcer, nor to television commercials engaging a staff announcer that are broadcast only on the television station employing that announcer.

**Voice Patch, Land Patch** For the purposes of this Agreement, a voice performance provided by a non-Canadian Performer outside of Canada (by telephone, land patch or live), in a commercial otherwise produced under ACTRA’s jurisdiction, will be permitted upon payment of a waiver fee of **\$1,012.50** per Performer, per commercial. A maximum of three (3) waiver fees totalling **\$3,037.50** will be permitted per pool of commercials produced during the same voice session. For example, a voice performance provided outside of Canada by a Performer through telephone or land patch, but recorded and/or mixed in Canada, shall require payment of the waiver fee.

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- 102 Commercials Produced in Foreign Location** This refers to commercials produced in a foreign location for use in Canada that engage permanent Canadian residents as referred to in Article 101. This Agreement shall apply also to Performers in residual categories who are resident in such foreign locations and who are engaged for such commercials, when there is no other Performers’ union jurisdiction exercised in that locality. However, when there is another Performers’ union exercising jurisdiction under the foregoing circumstances:
- (a) The terms and conditions of this Agreement shall apply to all Performers engaged for a commercial within the territorial limits of Canada.
  - (b) The terms and conditions of the Screen Actors Guild/American Federation of Television and Radio Artists (“SAG/AFTRA”) Commercials Agreement shall apply to U.S.-resident Performers engaged in such

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commercials being produced in the United States. In such cases, the Engager shall provide a list of the names of Performers in residual categories only for each commercial, and forward it to ACTRA.

- (c) Other than in the United States, commercials made in a foreign location shall be produced pursuant to the terms and conditions of the Performers' union exercising jurisdiction in the foreign location and shall apply to all foreign non-resident Performers. In such cases, the Engager shall provide a list of the names of Performers in residual categories only, for each commercial, and forward it to ACTRA.

## TELEVISION AND RADIO

- 103 **Parties to Agreement** The parties to this Agreement are ACTRA, the Institute of Communication Agencies (ICA), and the Association of Canadian Advertisers (ACA).

- 104 **Recognition** The ICA and ACA recognize that ACTRA is a trade union, as has been determined by the Ontario Labour Relations Board, and that it is duly authorized to represent each and all Performers working under this Agreement.

The Engagers also recognize ACTRA as a trade union representing Performers with respect to all minimum rates and working conditions provided for in this Agreement.

ACTRA recognizes the ICA/ACA as the sole and exclusive bargaining agent for each and all Engagers who sign an Authorization for the ICA to negotiate this national Agreement on their behalf.

- 105 The Parties acknowledge that in Quebec, ACTRA is recognized under the *Act respecting the professional status and conditions of engagement of performing, recording and film artists (R.S.Q., c. S-32.1)* and is thus empowered to conclude group agreements with producers and associations of producers for all Performers in the recording of commercial advertisements. If any divergence exists between this Agreement and the Act, the Act will prevail.

- 106 **Extraordinary Circumstances** The Parties to this Agreement agree that in extraordinary circumstances the conditions provided herein may be modified by mutual agreement. An Engager intending to produce a commercial that requires special consideration, because the nature of the commercial is such that the Agreement provisions were not designed to cover it, may seek this mutual agreement by submitting an application

in writing to the Parties in advance of the production. The application shall fully outline the circumstances and remedy sought. One copy of the application shall be filed with the Advisor of Talent Issues and one copy shall be filed with the National Executive Director of ACTRA. Copies of written decisions respecting the application shall be filed with the Advisor of Talent Issues, ICA/ACA and the National Executive Director of ACTRA.

TELEVISION

SECTION 2 – PERFORMER DEFINITIONS: TELEVISION

- 201 **Preamble** For the purpose of this Agreement, all Performers shall be classified exclusively within the definition of Section 2 herein.
- 202 **Performer** includes anyone who is seen in whole or in part (including use of photographs as defined in Section 22) or whose voice is heard, or anyone whose off-camera actions result in an on-camera performance, such as a Puppeteer (Article 211) or Cartoonist (Article 212).
- 203 **Principal Performer (PP)** includes an actor, announcer, Solo Singer (note Articles 205 and 208) or Solo Dancer (note Article 209) whose face (excluding a Demonstrator as defined in Article 206) appears on camera and who at the same time provides any signing or voicing, including dialogue, thought process or singing, that is related to his or her on-camera role. A person who mimes a pantomime performance (e.g., Adrian Pecknold) or anyone performing in a specialty act shall be classified as a Principal Performer.
- 204 **Silent-On-Camera (SOC)** means a Performer not otherwise classified as a Principal Performer (PP), whose face is clearly recognizable on camera, when screened as the viewer would see it, for two-thirds (2/3) of a second or more.

In addition, one of the following criteria must be met:

- (a) the Performer materially illustrates or reacts to the off-camera narration or the commercial message; or
- (b) the Performer is directly associated with the demonstration of or identified with the product or service (excluding a Demonstrator, as defined in Article 206).

**Miming Dialogue** A Silent-On-Camera Performer who is required to mime dialogue or lyrics for post-synchronization purposes, when such Performer's voice is not in fact being preserved for use purpose, shall be paid a step-

up fee of not less than an additional fifty percent (50%) of the Silent-On-Camera Session Fee or Recall fee for each day, in addition to all other compensation for the session. Residual fees shall be paid at the Silent-On-Camera Performer category rate.

- 205 **Voice-Over (VO)** refers to a Performer engaged to provide an off-camera voice and includes a Solo Singer. Sneezing, sobbing or laughing shall be considered voicing. Voice-Over Performers engaged for commercials produced outside ACTRA's jurisdiction will be categorized and paid session and residual fees as Principal Performers in accordance with Article 2401 of this Agreement.
- 206 **Demonstrator (Demo)** – (Non-Residual Category) is a Performer engaged to demonstrate a product but whose face is not recognizable, and shall include body-costume Performers.
- 207 **Background Performers (BP)** – (Non-Residual Category) Background Performers (BP) may be divided into two categories as follows:
- (a) Background Performer (BP) means a Performer
    - (i) not otherwise classified as a Silent-on-Camera (SOC) Performer, whose face may be recognizable and who appears solely as atmosphere and whose performance is not directly associated with the demonstration of or identified with the product or service and whose performance does not materially illustrate or react to the off-camera narration or to the commercial message being given; or
    - (ii) who performs special silent business for atmospheric purposes such as, but not limited to, swimming, driving or dancing unchoreographed popular dances; or
    - (iii) who is required to appear in evening clothes; or
    - (iv) who performs a skill such as, but not limited to, water-skiing or horseback riding; or
    - (v) who performs in a sport such as, but not limited to, football, baseball, etc.; or
    - (vi) who stands by, stands in for or understudies another Performer within the meaning outlined below:

**Standby (SB) Background Performer** is a Performer who is on call, at a place designated by the Engager, to participate in place of another

person. Once a Standby is required to perform, he/she shall be upgraded in category as follows:

If a performance is not recorded or preserved, the Standby's category shall nonetheless be upgraded to the category of performance fulfilled, and the Standby shall be paid the Session Fee only for that category of performance. There shall be no residual payments.

If the performance is recorded or preserved, the Standby's category shall be elevated to the category performed and the Standby shall be paid the applicable Session Fee and residual fees.

When a Standby is not required to participate as a Performer, he/ she shall nonetheless be paid a Standby fee per commercial.

**Stand-In (SI)/Body-Double (BD) Background Performer** is a Performer (excluding a Stunt Performer) who is engaged to physically replace another Performer for camera and mike tests for set-up purposes, but who may not replace another Performer during a take. A Stand-In may, on request, deliver dialogue for test purposes, but a Stand-In who is required to memorize another Performer's speeches, choreography, pantomime or other performing routines shall be reclassified as an Understudy.

**Understudy (US) Background Performer** is a Performer who learns another Performer's part in order to be ready and able to substitute for or replace such other Performer at short notice. Once an Understudy is required to substitute for or replace such other Performer, he/she shall be upgraded in category as follows:

If the performance is not recorded or preserved, the Understudy's category shall nonetheless be elevated to the category of performance fulfilled and the Understudy shall be paid the Session Fee only for that category of performance. There shall be no residual payments.

If the performance is recorded or preserved, the Understudy's category shall be elevated to the category performed and the Understudy shall be paid the applicable Session Fee and residual fees.

When an Understudy is not required to participate as a Performer, he/ she shall nonetheless be paid an Understudy fee per commercial.

- (b) **Group Background Performer (GBP)** – (Non-Residual Category) means a Performer engaged as part of a group, and who shall always appear in a crowd scene and shall not be given individual direction nor appear

**in scenes as an individual.** A minimum of six (6) Group Background Performers must be engaged. Refer to Article 804 for work permit fees.

208 **Solo Singers (SS) and Group Singers (GS)** Singers may be classified for singing purposes in one of three categories, i.e., Group Singer, Voice-Over, Principal Performer. An on-camera Solo Singer is a Principal Performer. An off-camera Solo Singer is a Voice-Over. A Group Singer (GS) is a Performer engaged to sing in a group of Singers.

- (a) All off-camera Group Singers shall be categorized as Group Singers except for the off-camera Group Singer who, in addition to group singing, sings alone and is featured prominently for four (4) seconds or who sings the product name or slogan, in which case he/she shall be reclassified as a Solo Singer and paid as a Voice-Over Performer.
- (b) Group Singers in a group of thirteen (13) or more, when appearing on camera as a choir or choral group, shall be classified as Group Singers, except for a Singer in such a group who, in addition to group singing, sings more than nine (9) consecutive bars of music alone, in which case he/she shall be reclassified as a Principal Performer.

When any Singer in such an on-camera group is required to perform in any other category in addition to that of Group Singer, he/she shall be reclassified as a Principal Performer.

- (c) Singers in groups of twelve (12) or less appearing on camera as a choir or choral group shall be categorized as Principal Performers.

In no event shall the minimum fee for an eight (8) hour day for a Performer exceed the minimum session fee for a Principal Performer.

209 **Dancers** may be classified as follows:

- (a) **Solo Dancer (SD)** A Solo Dancer (SD) or any Group Dancer who dances alone to more than nine (9) consecutive bars of music shall be classified as a Principal Performer.
- (b) **Group Dancer (GD)** is a Performer engaged in choreographed group dancing and shall be classified as a Silent-On-Camera Performer. Group Dancers performing unchoreographed dancing as provided for in Article 207(a)(ii) shall be classified as Background Performers.

A Group Dancer who provides any performance additional to that of dancing shall be reclassified in the higher-paying performance category.

- 210 **Specialty Act (SA)** means any variety act, either individual or group, that is available, except for camera rehearsal, as a rehearsed entity ready for performance prior to engagement, or that has been adapted to suit the technical requirements of the engagement. Costumes shall not be required unless specified as a prior condition of engagement. Anyone performing in a specialty act shall be classified as a Principal Performer and shall be paid a step-up fee of not less than fifty percent (50%) of the Principal Performer Session Fee. Residual payments shall not be less than the minimum provided for in this Agreement.
- 211 **Puppeteers (PT)** are Performers who are engaged in a commercial to operate puppets or marionettes or to provide special visual effects, and whose voices may or may not be heard on camera.
- (a) When puppets or marionettes are provided to the Puppeteer by the Engager, sponsor or advertising agency for the purpose of the engagement, the Puppeteer shall be categorized and paid both Session Fee and residuals as a Silent-On-Camera Performer.
  - (b) When the puppets or marionettes are the property of the Puppeteer, the Puppeteer shall be categorized as a Silent-On-Camera Performer with an additional step-up in Session Fee of no less than fifty percent (50%) of the Silent-On-Camera Session Fee. Such Performer's residual payments, however, shall not be less than the minimum Silent-On-Camera use payments provided for in this Agreement.
  - (c) When a Puppeteer provides voicing for a puppet or puppets, he/ she shall be categorized and paid both Session Fee and residuals as a Principal Performer. If subsection (b) above is applicable, the step-up in session fee shall be no less than fifty percent (50%) of the Principal Performer Session Fee.
  - (d) When a Puppeteer is engaged in a commercial to manipulate, control or handle special visual effects (other than puppets or marionettes) that are provided by the Engager, the Puppeteer shall be entitled to a fee no less than the Session Fee for a Principal Performer, but shall not be entitled to residual payments unless previously negotiated.
  - (e) When a Puppeteer is engaged in a commercial to manipulate, control or handle special visual effects, and where physical or implied lip sync is involved, residuals shall be payable. Where the Engager supplies the property, residuals shall be paid as for a Silent-On- Camera Performer.

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Where the Performer supplies the property, residuals shall be paid as for a Principal Performer.

- 212 **Cartoonist (C)** means a Performer who draws cartoons or caricatures as part of a performance and who may or may not be seen on camera. For the purpose of this Agreement, Cartoonists shall be classified as Principal Performers. This definition does not include “animator,” as that term is generally understood to apply to an artist whose illustrations may be photographed after they have been drawn.
- 213 **Stunt Coordinator (ST/C)** The Stunt Coordinator, who is knowledgeable in the engineering of stunt work, may be hired to be responsible for the casting and supervision of Stunt Performers, coordination of stunts and/or action sequences and coordination of Performer action. This is a non-residual category.
- 214 **Stunt Performer (ST)** means a Performer specially trained in the performance of stunt work as the term is generally understood in the industry, relating to the performance of dangerous risks not normally expected of the average Performer.
- 215 **Voice-Over/Lip Sync** means a Performer engaged to provide an off-camera voice to match the on-camera performance of another Performer or to match a completed filmed animation. A Voice-Over/Lip Sync shall be categorized and paid as a Principal Performer for the Session Fee only. Residual fees shall be paid at the Voice-Over category rate.
- 216 **Choreographer** means a Performer who creates dance numbers, specialized dance steps and/or movements. The fee shall be negotiated between the Choreographer and the Engager.

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### SECTION 3 – PERFORMER DEFINITIONS: RADIO

- 301 **Single Voice (SV)** is a performance category applicable to Performers engaged in radio commercials, including:
- (a) an Announcer who delivers narration, continuity material or a commercial message;
  - (b) a Solo Singer engaged to sing alone;
  - (c) an Actor engaged to execute or interpret a role in a dramatic form of presentation when one (1) or two (2) Actors are engaged in a

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commercial. When one (1) or two (2) Actors and an Announcer are engaged in the same commercial, they shall be categorized as Single Voice.

302 **Multiple Voice (MV)** is a performance category applicable to Performers engaged in radio commercials, including

- (a) a Singer engaged to sing in a group of two (2) or more;
- (b) an Actor engaged to execute or interpret a role in a dramatic form of presentation when three (3) or more Actors are engaged in a commercial.

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### SECTION 4 – DEFINITION OF TERMS

401 **Engager** refers to any person, advertising agency, corporation or otherwise (other than a client or advertiser that engages an advertising agency) that contracts or pays, or both contracts and pays, Performers with respect to their engagement in a Television, Radio or Digital Media commercial created by the Engager.

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402 **Television Commercial** is an advertising or commercial message that depicts or mentions a sponsor's name, product or service, generally not less than ten (10) seconds nor more than three (3) minutes in length.

Each entity shall be classified as a commercial. Any change, revision, addition or other modification, except as provided for in this Agreement, shall be classified as a separate commercial and paid for as such. (Note also Article 404, Billboard; and Section 19, Editing of Commercials.)

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403 **Radio Commercial** is a commercial announcement or advertising message for radio transmission, not exceeding two (2) minutes in length.

Each entity shall be classified as a commercial. Any change, revision, addition or other modification, except as provided for in this Agreement, shall be classified as a separate commercial and paid for as such. (Note Articles 407, Tag and Article 2103, Billboards/Tags.)

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- 404 **Billboard** is one of or a combination of a program introduction, sign-off, cross-plug or cross-reference, and shall be limited to inclusion of the sponsor's name, product or service and the "claim" (as the term is commonly understood in the industry) for such product or service, but may not include any other commercial message on behalf of such product or service (e.g., "This show is brought to you by [sponsor] — We bring good things to life"). See Article 1809, Television Rates, and Article 2103(a), Radio Rates.
- 405 **Dealer Commercial** is a commercial made for a manufacturer or distributor of a product or service that is to be delivered to dealers in such products or services for broadcasting by such dealers on local stations, where the station time is contracted by the dealer.
- 406 **Tag** A tag is an allowable insert of not more than five (5) seconds in length in a fifteen (15)-second commercial, ten (10) seconds in a thirty (30)- second commercial, twelve and one-half (12½) seconds in a forty-five (45)- second commercial, or fifteen (15) seconds in a sixty (60)-second commercial, that may be placed at any point in the commercial for the purpose of adapting it to different factual information as provided for in Section 19.

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- 407 **Wild Spot Use** A commercial shall be deemed to be used as a wild spot if it is broadcast by non-interconnected single stations and
- (a) is used independently of any program, or
  - (b) is used on local participating programs.
- Local participating programs, as the term is used herein, are programs available to more than one advertiser and not "sponsored" by any advertiser.
- 408 **Network Spot Use** A commercial shall be deemed to be used as a network spot commercial if it is placed within a network spot program on interconnected stations. A network spot program, as the term is used here, is a program telecast from a central source with more than two (2) advertisers per half-hour.
- 409 **Program Use** A commercial shall be deemed to be used as a program commercial when the following conditions apply:

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- (a) it is placed within a program and is sponsored by the advertiser with use of billboarding phrases such as “sponsored by” or other statements or descriptions that imply sponsorship, and
  - (b) it is used on a program that contains two (2) or fewer advertisers per half-hour.
- 410 **Non–Prime Time** means the hours before 7:00 p.m. and after 11:00 p.m. in any day.
- 411 **Prime Time** means the hours between 7:00 p.m. and 11:00 p.m. in any day.
- 412 **Risk Performance** means the undertaking of any action by a Performer that could be considered dangerous beyond that Performer’s general experience, or the placing of the Performer in a position that would normally be considered hazardous.
- 413 **Stunt Work** means the planning, designing, engineering and/or performance of a visual effect depicting a normally dangerous situation that is more hazardous than the occasional Risk Performance (as the term is generally understood in the industry) encountered by Performers.

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- 414 **Session Fee** is the fee paid per commercial (inclusive of negotiated Above-Minimum Payment; note Article 416) to a Performer for his/her work on the production day on which his/her performance is preserved or recorded in any manner whatsoever. The Session Fee shall be in addition to payment for preproduction rehearsal sessions; in addition to payment for recall days that may follow the contracted session day or days; and also in addition to overtime rates or other additional payments, such as may be made for wardrobe, hairdressing, makeup, auditions or travel, and any other incidental or miscellaneous fees. The Session Fee shall not be applied against residual payments.
- 415 **Above-Minimum Payment** means a Performer’s fee that is negotiated and contracted between the Performer and the Engager in excess of the minimum session and residual fees provided for herein. Payment for preproduction rehearsal time, recall, tags, night premium, additional work time, overtime, doubling, penalty fees, etc., as provided for in this Agreement, shall not be included in such above-minimum payment. However, such additional payments may also be negotiated and contracted between the Performer and the Engager at a rate in excess of the minimum fees provided for herein. A Performer engaged at rates or on terms or

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conditions in excess of the minimum provided for herein shall continue to have the benefits and/or protection of all other provisions and conditions in this Agreement.

- 416 **Recall** The parties to the Agreement are cognizant of the potential for misinterpretation of the provisions respecting recall of Performers. It is the intent of the recall provisions contained in this Agreement that recall would apply when, following completion of production of the commercial(s), an Engager requires a Performer to return to work to correct a technical error in the commercial(s) or to make changes to comply with laws or governmental regulations and/or changes necessitated by network or station codes relating to advertising standards, provided such changes are not made to accommodate a change in the style, delivery or concept of the commercial(s). Recalls may not be called for the purpose of extending the original work session of the commercial(s) nor for remaking existing or discarded commercials. In the event that the recall does not meet the conditions outlined, a full Session Fee is required. Performers may not be booked for a recall session at the time of booking, nor during the original work session.

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- 417 **Preproduction Rehearsal Fee** is the fee paid per day (note Article 416) for work on any rehearsal day. Preservation of the rehearsal performance, including still photographs, is solely for the purpose of client evaluation. The Preproduction Rehearsal Fee shall be in addition to any other fees paid to a Performer for the production of the commercial, and shall not be applied against residual payments. Also See also Article 510, Nudity.

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- 418 **Booking** means notification by the Engager and acceptance by the Performer, either directly or through an Agent, of the date of an engagement.

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- 419 **Super** means lettering, graphics or line illustrations of any kind superimposed over a commercial.
- 420 **Body Costume** means a large bulky costume, e.g., Mickey Mouse, Fred Flintstone, robotic head, etc. See Article 206, Demonstrator

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- 421 **OMNI** means recorded, unrecognizable, atmospheric sounds or words to be used to create crowd noises or non-scripted lines.

- 422 **Hold** is a courtesy device, to which there is no obligation attached, to the Performer by the Engager or its representative until a confirmed booking is received. A hold cannot be used as a tentative booking device. A Performer either is booked for an engagement or is not. Phrases such as “We have you on hold for [date]. Please keep this date free . . .” are not permitted.
- 423 **Joint Promotions** See Article 1216
- 424 **Work Day** The Performer’s work day shall commence at first call for makeup or wardrobe and shall not end until the Performer has removed his/ her makeup and wardrobe.

## SECTION 5 – CONDITIONS OF ENGAGEMENT

- 501 **Performers Must Be Qualified** Subject to the terms of this Agreement, the Engager shall not require any member of ACTRA to take part in any production with anyone who is not at the time of engagement a member of ACTRA or who does not hold a work permit or who is not eligible to work according to the terms of an agreement between ACTRA and another union.
- 502 **Rates No Less Favourable** The Engager shall not engage any Performer at rates or on terms less favourable than those set forth herein.
- 503 **Better Rates and Conditions** Nothing in this Agreement, however, shall be deemed to prevent a Performer from obtaining better rates or terms or conditions than the minimum rates or terms or conditions provided for herein. Written notices advising that the Engager is offering minimum fees only, may not be issued. A copy of the casting breakdown will be forwarded to the local ACTRA office.

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- 504 **Upgrading/Downgrading/Editing Out**
- (a) **Upgrading** A Performer may be upgraded from the category in which he/she was originally contracted to a higher performance category upon completion of filming a commercial, in which case an adjustment in session payment to the higher fee shall be made. Residual fees, if applicable, shall also be paid in accordance with the higher performance category. When a Performer is upgraded from a non-residual category to a residual category, such upgrade may not be made without the prior written consent of the Performer. A copy of such written consent is to be emailed or faxed to the appropriate staff person at the local ACTRA office where the production took place.

- (b) **Downgrading** Upon completion of editing, a Performer may be downgraded to a non-residual performance category (e.g., downgrading a Principal Performer to a Silent-On-Camera is not permitted). The Performer must be informed immediately and released from exclusivity. Written confirmation of said downgrading must follow within ten (10) days of the aforementioned notification. Where a Performer is downgraded in the editing process, the Performer shall be paid the originally contracted performance category Session Fee, plus a maximum of one use cycle at the contracted category of performance rate. Where the Performer has not received his/her written notification by the seventh week of the cycle, the Performer shall be paid fifty percent (50%) of his/her contracted cycle payment for the next cycle. A copy of the notice sent to the Performer is to be emailed or faxed to the appropriate staff person at the local ACTRA office where the production took place.
- (c) **Editing Out** Notwithstanding the foregoing, a Performer engaged for a commercial who is edited out following completion of the filming/ taping shall be entitled to the applicable Session Fee only, and no residual fees shall be payable. Performers engaged in residual categories, if edited out of a commercial, shall be advised in writing by the Engager within ten (10) working days of final completion. Where the Performer has not received timely written notification, he/ she shall be paid his/ her contracted fee for the first cycle of use. If the Performer has not been notified by the seventh week of the first cycle, he/she shall be paid fifty percent (50%) of his/her contracted fee for the next cycle. A copy of the notice sent to the Performer is to be emailed or faxed to the appropriate staff person at the local ACTRA office where the production took place.

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505 **Performer Misconduct** When a Performer fails to fulfill an engagement through gross misconduct (such as failure to appear, impairment, etc.), the Engager shall give notice of such misconduct to ACTRA, which shall be responsible for disciplining the member. The Engager shall be notified of the results of a disciplinary procedure initiated by such Engager. The Engager assumes the risk of artistic competence of a Performer engaged for a commercial. See Section 34, Grievance and Complaints.

506 **Equal Opportunity Policy**

- (a) In connection with the engagement and treatment of Performers in all work categories in commercials, Engagers shall not discriminate against

any Performer on the basis of age, sex, race, creed, colour, national origin or disability.

- (b) The Engager shall cast Performers in accordance with this policy, in all types of roles and work categories, so that the composition of Canadian society may be portrayed realistically. ACTRA shall make every effort to facilitate engagements in accordance with this policy, in all types of roles and work categories, so that the composition of Canadian society may be portrayed realistically. Commercials should reflect the wide spectrum of Canadian life, portraying men and women of various ages, backgrounds and appearances actively pursuing a wide range of interests, sports, hobbies and business, as well as home-centered activities.
- (c) Consistent with the foregoing and with the needs of the advertiser, every effort shall be made in accordance with this policy to create equal opportunity in the casting of all work categories in commercials (on and off camera), thereby creating fair, non-discriminatory and non-stereotyped engagement opportunities.
- (d) **Performers with Disabilities** In respect of any available roles that require a Performer to portray a person with a disability, the Engager or his/her representative will liaise with ACTRA prior to casting these roles. The Engager will take appropriate steps to ensure Performers with disabilities have a reasonable opportunity to audition for such roles.
  - (i) Casting or production facilities which are barrier-free for Performers with disabilities, shall be used when such facilities exist and are available.
  - (ii) In respect of any role that requires a Performer to portray a character with a disability, the Engager agrees to include these facts in the casting breakdown, if known, so as to enhance the opportunity for Performers with similar disabilities to audition for the role.
  - (iii) For any role for which a deaf Performer is sought, the Engager shall provide a qualified sign language interpreter during the audition. For any role in which a deaf Performer is cast, the Engager shall provide a qualified sign language interpreter throughout the engagement.

507 **Political Advertising** Television and radio commercials produced on behalf of candidates for public office or political parties in order to promote that

candidate for office or political party shall be subject to the terms and conditions of this Agreement in all respects, except that a candidate for or holder of public office, his/her spouse, their children and persons endorsing the candidate or being interviewed shall be excluded from the terms of this Agreement. These exclusions shall also apply to ACTRA members.

508 **Communicable Diseases** The Engager shall make every reasonable effort to ensure that a Performer is not at risk of contracting a serious communicable disease while working. To fulfill this responsibility, the Engager shall advise Performers, in advance of the first and subsequent auditions, of the full details of any intimate scene.

509 **Conflict of Interest** The Engager shall, as a condition precedent to hiring a Casting Director or other person responsible for hiring Performers, ensure that the said Casting Director or person has executed a statutory declaration in the form attached as Appendix J, and that an executed copy of the said declaration has been delivered to the local ACTRA branch office.

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510 **Nudity** Where the requirements of a role involve nudity, the following conditions shall apply:

- (a) **Auditions** If an audition requires nudity or simulated sexual activity, Performers and ACTRA shall be advised in writing in advance of first and subsequent auditions. For the purposes of this Agreement, “nudity” shall mean the exposure of breasts, buttocks or the genital area.
- (b) Auditions and performances involving nudity or simulated sexual activity will be closed. This shall mean that, in addition to the Performers who are actually involved in the audition or the shoot, there shall be no more than five (5) other persons in attendance, all of whom must have a direct professional or artistic relationship to the production of the commercial. An ACTRA representative shall also have the right to be present. For the purposes of this provision, “in attendance” means physically present or able to observe the audition or performance by the use of a monitor or similar device.
- (c) The audition shall not be recorded by any means without the written consent of all Performers affected. After ninety (90) days following the completion of the shoot, all film, tape or other recording of the audition shall be permanently destroyed.

- 511 **Freedom from Discrimination and Harassment** ACTRA and each Engager will work cooperatively to promote the requirements and intent of the applicable provincial human rights laws and harassment laws, as amended from time to time, the provisions of which are incorporated by reference into this Agreement. The Parties to this Agreement completely support the human rights of each individual to be free from discrimination as defined by legislation. Any difference between the Parties as it relates to the interpretation, administration or enforcement of any of the provisions of these laws shall be dealt with under the Grievance and Arbitration provision of this Agreement (Section 34).
- 512 **Performers exercising their rights** A Performer shall identify to the ACTRA representative any perceived breach of this Agreement in order that the ACTRA representative may give the Engager the opportunity to respond to such perceived breach at the earliest opportunity in the spirit of this Agreement. There shall be no retaliation by the Engager or the Engager's representatives against any Performer for legitimately exercising their rights under the Agreement or for identifying to the ACTRA representative any perceived breach of the Agreement.

## SECTION 6 – PROMOTION OF THE COMMERCIAL PRODUCTION AND TALENT INDUSTRIES OF CANADA

- 601 **Improvement of Industry** The parties to this Agreement agree to strive to improve the welfare and quality of Canada's production and talent industries. As part of this objective, the Engager agrees not to produce commercials outside of Canada, engaging entirely non-ACTRA Performers solely for reasons of economy or economic advantages in the engagement of Performers, nor to circumvent the provisions of Article 703.
- 602 **Industry Committee** An industry committee consists of equal representation from the Institute of Communication Agencies (ICA) and the Association of Canadian Advertisers (ACA) combined, and ACTRA. Each of the two (2) groups must have a representation of a minimum of four (4) people unless otherwise agreed. Such committee is empowered to
- (a) receive and compile statistical information with respect to the Equal Opportunity Policy as outlined in Article 506;
  - (b) prepare and present periodic reports and recommendations to the Parties on the implementation of the Policy;

- (c) conduct educational programs to promote the production of commercials in Canada, improve auditioning and casting processes, and collaborate on the development of presentations to all levels of government that promote the engagement of Canadian talent and further the quality of the Canadian commercial production industry.

603 **Credits** Should any party involved in the production of a commercial receive credit, the Engager shall make best efforts to ensure that Performers in residual categories are also credited, for example, in award nominations or any public listing of production credits.

## SECTION 7 – PREFERENCE OF ENGAGEMENT

701 **Preference of Engagement to ACTRA Members** The Engager agrees that preference of engagement will be given to members of ACTRA.

702 **Preference of Engagement to Canadian Resident Performers** The Engager agrees that the development and maintenance of a pool of professional Performers is a major requisite for the cultural development of Canada.

The Engager further agrees that the opportunity to work in commercials is a vital element in the continued maintenance of such a pool of professional Performers.

Therefore, the engagement of Canadian resident Performers is a matter of course.

The Engager agrees that preference of engagement will be given to Canadian resident Performers. The Engager also recognizes that the availability of Performers in Canada requires a longer period of search for an individual Performer, and therefore it shall be the Engager's obligation, wherever possible, to undertake and provide a longer preparatory period for this purpose.

703 **Work Permits for Non-Canadian Performers**

- (a) Subject to Article 704, ACTRA shall issue a work permit for the engagement of a non-Canadian Performer if it is established that one or more of the following circumstances apply:
  - (i) when Performers of international reputation appear as themselves to endorse a product or service;

- (ii) when an Engager or advertiser is committed to a long-term contract with a personality, which contract provides for use of the individual in advertising.
- (b) Subject to Article 704, ACTRA shall issue a work permit for the engagement of non-Canadian Performers if, after a thorough and conscientious search (as defined in Article 704), such Performer is not available in the Canadian talent pool and one or more of the following circumstances apply:
  - (i) when a Performer with particular physical attributes is required, e.g., perfect teeth for toothpaste commercials, ideal hair for shampoo;
  - (ii) when a Performer with special skills is required, e.g., mimic, acrobat, rope walker;
  - (iii) when a specific voice character is required, e.g., an authentic ethnic or regional dialect;
  - (iv) when a Performer is required in the Singer category;
  - (v) when no available Canadian Performer with the requisite combination of performance skill and appearance can be secured.

The provisions of Article 703 operate subject to the requirements from time to time of Canadian immigration laws and regulations and directives and regulations of the Canadian Radio-television and Telecommunications Commission.

**704 Procedure for Obtaining a Work Permit for a Non-Canadian Performer** Within two (2) business days of receipt of a complete written request for a work permit for a non-Canadian Performer, ACTRA will either issue the permit or advise the Engager in writing concerning the reason(s) for the refusal to issue a permit. In filing the written request for a work permit, the Engager must provide full documentation concerning the application, including the following:

- (a) a citation of the circumstances (defined in Article 703) under which a permit is being sought;
- (b) documented evidence that the permit application fulfils one of the circumstances cited in Article 703;
- (c) a copy of the script/storyboard;

- (d) a picture and résumé of the Performer;
- (e) in the circumstance of Article 703(a)(i) above, documented evidence of the Performer's international reputation;
- (f) in the circumstance of Article 703(a)(ii) above, a letter from the Engager or advertiser confirming the long-term contract with the personality.
- (g) In the circumstance of Article 703(b) above, documented evidence of a thorough and conscientious search for the Performer in Canada must be provided. A "thorough and conscientious search" is defined as a minimum of three (3) casting sessions (excluding recall auditions) in two (2) or more Canadian production centres. The director and/or a key member of the Engager's team shall attend each of the auditions and sign and date the audition report form. Where the audition takes place in a centre where the production is not taking place, only the Casting Director will be required to sign and date the audition report form. All audition report forms, along with a description of the type of Performer required and, in the case of a thorough and conscientious search, copies of the audition tapes, will be forwarded with the application for a permit.

Upon receipt of a negative decision from ACTRA, an Engager may appeal such decision by referring the matter to a single Arbitrator. Following a brief presentation (no more than 30 minutes) of evidence from each of ACTRA and the Engager, the Arbitrator will determine whether the permit was properly refused according to the provisions of this Agreement, and specifically according to Articles 703(a) and (b) above.

The arbitration proceedings shall commence within two (2) business days of receipt of the written request to proceed to arbitration (except if an extension of time period is agreed to by ACTRA and the Engager). The cost of the Arbitrator shall be borne equally by the Engager and ACTRA. Arbitrators shall be chosen by the parties to hear the matter, depending on availability (list of Arbitrators to be agreed upon).

## 705 **Work Permits for Canadian Non-members**

- (a) **Employees of Advertising Agencies** Except for members of ACTRA, employees of the advertising agency or the video production house or members of the employee's immediate family shall not be engaged as Performers in television or radio commercials in which such agency or video production house is involved.

- (b) **Testimonials** Non-members may be engaged to appear as themselves to endorse or give a testimonial about a product or service in television or radio commercials.
  - (c) **Radio Commercials** The Engager agrees that only Members or Apprentice Members of ACTRA shall be engaged as Single Voice/ Solo Singer and Multiple Voice/Group Singer Performers in radio commercials, except that non-members may be engaged to appear as themselves to endorse or give a testimonial about a product or service. Notwithstanding the foregoing, but consistent with the principles expressed in Section 702, work permits may be issued to non-members in the Singer categories after a review of the audition forms.
  - (d) **Procedure for Application for Work Permit** If after auditions the Engager establishes that a Performer of the type required is not available within the ACTRA membership, upon provision by the Engager to ACTRA of details of all Performers auditioned or considered, ACTRA shall issue a work permit for the engagement of a Canadian non-member in a television commercial.
- 706 **Exclusions** The following persons shall be excluded from the terms and conditions of the NCA, except for the provisions of Article 1217, Accident on Set Insurance, where applicable.
- (a) **Employees of the Advertiser**
    - (i) Executive officers of companies, such as Chief Executive Officer, President, Chairperson of the Board or other equivalent title, when they appear as themselves in a commercial for their company. Such officers shall be identified.
    - (ii) Employees at their usual place of business, engaged in their regular employment, where it would be considered unsafe to replace them with an ACTRA member.
    - (iii) Employees specifically making or representing a claim, e.g., "I work for (company name) and I care because I own the company."
  - (b) **Lottery/Contest Winners** and members of their immediate families (partner and children), whose winnings exceed ten (10) times the Session Fee (\$7,500) for a Principal Performer, pursuant to Article 1202. This exclusion shall be used for one commercial only.

- (c) Persons appearing as themselves in a situation where they are unscripted and truth in advertising (inclusive of the Competition Act and the Canadian Code of Advertising Standards) is required.

707 **Members of the Public Waiver** The Parties agree to a waiver regarding coverage of members of the public in commercials, the intent of which is to increase production volumes under the NCA. This waiver will be monitored by the parties throughout the term of the NCA at Quarterly Meetings, specified in Side Letter #4. This waiver will not apply to those persons who are cast and/or who are scripted for the commercial.

An Engager may film or record activities of persons in public without covering such persons under the NCA, provided that such persons are neither scripted to speak any dialogue nor cast for the commercial. The Engager shall pay for a waiver in the amount of two hundred dollars (\$200.00) for the use of members of the public to appear in one (1) commercial. At least two (2) business days prior to the production of a commercial in which the Engager wishes to shoot undirected/unscripted scenes, the idea or outline for the commercial shall be provided to ACTRA. Provided that one of the criteria outlined below is met, the waiver for use of members of the public shall be considered 'automatic'. Only one (1) commercial (including Alternate Versions, per Article 1902) shall be made from material recorded at an event where such a waiver applies.

Criteria:

- (i) **Undirected Background Scenes**, per Article 2204 (a).
- (ii) **Undirected/Unscripted Scenes** Such scenes can include members of the public reacting to an event, provided that the event is not staged for the purposes of making a commercial. Members of the public shall not be notified in advance that a commercial is being made. At the time of the event, members of the public may be notified that the event is being recorded.
- (iii) **Live Events** Live Events are events attended by at least twenty (20) persons who are neither hired nor cast by the Engager to attend the event.

However, such Live Events

- (1) shall not be staged for the purpose of producing a commercial; and
- (2) non-covered participants at the live event shall not receive individual direction but may be directed as a group.

- (iv) **Person on the Street Commercials** A 'Person on the Street Commercial' means a commercial where an interviewer interviews people on the street, at public venues or at live events, and asks them questions or makes statements or gestures to elicit a response or reaction from them. Any person(s) appearing (voice- over or on screen) in the capacity of interviewer shall be an ACTRA member.
- (v) **Hidden Camera Commercials** A 'Hidden Camera Commercial' means a commercial comprising footage captured by a hidden camera(s) without direction to the individual(s) being filmed. An individual appearing in such footage shall be excluded from the NCA. Any person(s) appearing (voice-over or on screen) in the capacity of interviewer shall be an ACTRA member.

As a material condition of this waiver, the Engager shall notify ACTRA that it is applying the waiver and will at the same time provide ACTRA with an Intent to Produce. If the waiver does not meet one of the above criteria, the Engager may still apply for a waiver pursuant to Article 106, Extraordinary Circumstances.

- 708 **Violations of Section 7** A violation of the intent of any of these Articles may be referred for disposition to the Joint Standing Committee under Section 34.

## SECTION 8 – QUALIFICATION OF PERFORMER

- 801 **Work Permit Application** A Performer who is not a member of ACTRA, when engaged in any category except Group Background Performer, shall apply to the nearest ACTRA office for a work permit prior to the commencement of work. Such application shall be on an Application for Work Permit form supplied by ACTRA (Appendix B) and shall be completed in full by the Engager requesting the work permit. ACTRA will, upon application, issue a work permit to qualify any Performer whose engagement is justified under this Agreement. Such work permit shall be issued in accordance with the ACTRA constitution and bylaws.

- 802 **Work Permit Rates** ACTRA agrees to furnish the Engager with the prevailing rates for work permits upon receipt of a signed Letter of Adherence (see Section 30), and further agrees to update these lists of rates as changes occur (see Addendum No. 4).

ACTRA agrees to notify the Institute of Communication Agencies and the Association of Canadian Advertisers of changes in the rates for work

permits, and if such change is an increase of more than fifty percent (50%), the Parties to this Agreement may renegotiate Section 7, Preference of Engagement, and Section 8, Qualification of Performers.

- 803 **Exceptional Circumstances** In regard to qualification of Performers, the provisions that Performers must be qualified prior to commencement of work may be waived by ACTRA under exceptional circumstances, for example, in the case of production of on-the-street testimonials.
- 804 **Work Permits: Group Background Performers** The Engager shall pay a work permit fee to ACTRA for each Performer engaged as a Group Background Performer who is not a member of ACTRA. The work permit fee per Group Background Performer per commercial shall be **\$50.00** for Apprentice Members and **\$60.00** for non-ACTRA Performers. A list of the names and addresses of all Group Background Performers for whom permits are required shall be forwarded to the nearest local ACTRA office not later than ten (10) working days after the work session.
- 805 **Waiver Permits: Group Background Performers** Where the production of a commercial occurs in a city or location one hundred and twenty (120) kilometres (seventy-five [75] miles) or more from a city in Canada where ACTRA has a branch (including Edmonton, AB), the Engager shall pay to ACTRA a waiver permit fee of \$1.00 for each Performer engaged as a Group Background Performer who is not a member of ACTRA.
- 806 **Work Permit per Commercial** Subject to the terms of Section 7, Preference of Engagement, except for non-resident Performers, a work permit shall be obtained for each television commercial or radio session (notwithstanding the number of radio commercials produced at the session) for which the Performer is engaged. See Article 101.

## SECTION 9 – PERFORMER AUDITIONS

- 901 **Preference in Auditions** In order to comply with the requirements of Article A701, the Engager agrees that preference will be given to ACTRA Members in the auditioning of Performers for television and radio commercials. It is preferable that auditions for all roles shall be conducted in the location where the commercial is to be produced, i.e., the production centre serviced by the nearest appropriate branch.
- 902 **No Auditioning for Background Performers** The Engager agrees that no auditions for Performers in Background Performer categories will be

permitted unless there is a specific casting requirement and unless ACTRA is given prior notification respecting such special casting requirements.

903 **Auditions Are Not Demo Commercials** Performer auditions are not to be confused with the testing of material or commercials for client purposes. Reference to demo and test commercials (non-broadcast) is in Articles 1823 and 2105. If a recorded audition is subsequently used as a demo or test commercial, then the Performers engaged shall be paid the applicable fee.

904 **Auditions/Interviews/Voice and Screen Tests** Performers called for an audition/interview must be given individual call times for the audition/interview by the Engager. A Performer who is dismissed within one (1) hour from the time he/she is called and reports for an audition/interview shall not be entitled to any compensation. A Performer audition may include an individual “mike test” on or off camera. The Performer audition may also include on-camera silent screening.

Preservation of the rehearsal performance, including the use of still photographs, is acceptable providing that it is not used in any way for broadcast, but is only for the purpose of client evaluation and approval.

Recorded auditions may be upgraded to final commercials if applicable fees are paid and the Performers concerned give their written consent.

The Engager will make best efforts to give the Performer twenty-four (24) hours’ notice of audition.

The Engager will instruct casting directors to provide the Performer with notice that she or he will be required to eat and drink and/or inhale smoke or vapour as part of the audition.

Except where the Engager warrants that confidentiality is an issue, Performers must be supplied with script and/or storyboard twelve (12) hours prior to their audition time, or Agents must be provided with a script/storyboard twenty-four (24) hours in advance of the audition of the first of their clients. If there is no script or storyboard and the Performer is expected to improvise, she/he must be so advised at the time the audition is arranged (see Article 905).

905 **Improv Fee**

(a) Any Performer who takes part in an audition, interview or callback for a commercial work session in which no script is provided (per Article 904) must be informed that this is the case prior to the audition. Each Performer participating in such non-scripted audition, interview or

callback shall be paid **\$74.50/\$76.00/\$77.50** per audition, interview or callback as an improv fee/creative fee.

- (b) **Improv Fee for Dancers** Any Dancer who takes part in an audition, interview or callback for a commercial work session in which no choreography is provided must be informed that this is the case prior to the audition. Each Dancer participating in such non- choreographed audition, interview or callback shall be paid a fee equal to the improv fee for Performers participating in a non-scripted audition, interview or callback. Demonstrating standard dancing steps will not be deemed to be choreography.
- (c) Recording(s) of auditions must be made available to ACTRA upon its request provided that ACTRA's request is made within forty-eight (48) hours of the audition. Should the tape not be available for any reason, then the Performer's claim is to be considered well-founded and the applicable fee paid.
- (d) It is the obligation of ACTRA to invoice the Engager for the creative fee on behalf of the Performer(s). The Engager shall be obligated to remit payment to ACTRA within twenty-one (21) calendar days of the date of the invoice.

**Note:** Fees for any work on a commercial that falls outside the areas covered in this Agreement, e.g., the Performer providing a script and thereby creating the commercial, are to be negotiated separately as a creative fee.

- 906 **Fee for Being Detained in Audition** A Performer who is detained by the Engager for more than one (1) hour on an audition/interview shall be compensated for all excess time over the hour at the rate of **\$84.50/\$86.00/\$87.50** per hour or part thereof.

In order to entitle the Performer to compensation, the call for an interview must be for a definite time and must have been requested by the Engager. If the audition is on time and the Performer is more than ten (10) minutes late, he/she shall not be entitled to any compensation. If the Performer is late, but his/her time slot has yet to be called to audition, then he/she shall be entitled to compensation, with the one (1)-hour audition window beginning at the Performer's sign-in time.

It is understood that an ACTRA Member may request to wait until after his/ her call time in the same audition session in order to read with an ACTRA Member (rather than a non-member), but in so doing the ACTRA Member

foregoes the **\$84.50/\$86.00/\$87.50** fee provided for above, except in a case when the fee is otherwise required to be paid. Similarly, Performers volunteering to wait and read at an additional time, in order to help a Performer whose audition partner is late or a “no-show,” shall forego the **\$84.50/\$86.00/\$87.50** fee provided for above, except in a case when the fee is otherwise required to be paid. It is understood that this provision does not apply to auditions involving Minors.

**907 Callback Audition Fee**

- (a) Performers may be called back for a second and subsequent audition, in which case each Performer shall receive **\$50.00** per diem per callback audition as reimbursement for their expenses incurred. Any additional time spent beyond one hour in a second or subsequent audition will be paid in half hour increments at the hourly per diem rate of **\$50.00** up to a maximum of **\$200.00** or 4 hours. Additional time spent beyond four (4) hours would be paid at the Additional Work Time rate and will be subject to I & R contributions.
- (b) Pursuant to Article 909, representatives of the Engager conducting the auditions are obligated to ensure that Audition Sign-in Time Sheets are present at the audition and that they are properly completed and mailed and/or faxed to the local ACTRA office and to the Engager, to be received no later than two (2) days following the audition.
- (c) It is the obligation of the Engager to pay the callback audition fees to ACTRA on behalf of those Performers who were called back for a second and subsequent audition. The Engager shall be obligated to remit the total payments due to Performers within twenty (20) days of the date of the audition. In addition, where possible, the data on the forms shall be converted to electronic format (compatible with ACTRA requirements) and sent electronically to the local ACTRA office. Forms for callback auditions will be provided by the local ACTRA office.

**908 Fee for Taking Part in Another Performer's Audition** Any Performer specifically engaged for the purpose of taking part in another Performer's audition or individual voice or on-camera test shall be paid at the rate of **\$84.50/\$86.00/\$87.50** per hour, with a guarantee of **\$339.50/\$344.50/\$350.00**, which includes four (4) hours of work time, and shall be provided with a contract.

**909 Audition Sign-in Time Sheet** At all auditions, a two-part Audition Sign-in Time Sheet (Appendix F) will be provided by the Engager for Performers to

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log their scheduled audition call time and the end time of their audition. It shall be the obligation of representatives of the Engager conducting the audition to ensure that Audition Sign-in Time Sheets are present at each audition session and that they are properly completed and mailed and/or faxed to both the local ACTRA office and the Engager (Part A form) and the ICA office (Part B form) so as to be received within two (2) days following the audition.

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- 910 **Special Wardrobe** A Performer who is required to provide special wardrobe, as defined in Article 1402, at an audition shall receive a fee of **\$78.50/\$80.00/\$81.50** for expenses incurred. The special wardrobe per diem shall be indicated on the Audition Sign-In Time Sheet.

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- 911 **Cue Cards** If a Performer is given lines to speak at an audition, the Performer shall be provided with legible cue cards or a mechanical prompting device.
- 912 **Gang Casting** Performers shall be auditioned one at a time for commercials in which a single Performer carries the commercial or is the single spokesperson.
- 913 **Hold** See Article 423.
- 914 **Audition Environment** Unless the audition takes place out of doors or in remote locations, the Engager shall ensure that proper audition facilities are used when auditioning Performers. This shall include, but not be limited to
- (a) a closed audition space with proper lighting and adequate acoustic insulation to ensure the Performer's privacy;
  - (b) cue cards properly placed for eye line or a teleprompter if there is substantial dialogue.
- In any case, Audition Sign-in Time Sheets (Appendix F, Parts A & B) will be completed by the Casting Director and the Performer.

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- 915 **Dancers' Safety Issues**
- (a) Engagers will provide a safe surface and conditions, in accordance with industry standards, for any performances that require dancing.

- (b) A Performer who is asked to dance as part of his/her performance shall not be asked or assigned to rehearse or audition on unsafe floors or concrete, stone or similar surfaces unless the surface is covered in such a manner as to result in a resilient dancing surface, except on “camera day,” when the requirements of the production make use of such non-resilient surfaces unavoidable. An Engager may request that ACTRA waive the above provisions that address on– camera–day rehearsal when it is deemed that such precautions are not necessary for the style of dancing to be performed, such as for the minuet.
- 916 **Fees** for any work on a commercial that falls outside the areas covered in this Agreement, e.g., the Performer providing a script and thereby creating the commercial, are to be negotiated separately as a creative fee.

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SECTION 10 – INTENT TO PRODUCE

1001 **Intent to Produce**

- (a) Prior to production, the Engager shall advise the nearest local office of ACTRA of the Engager’s intention to produce the television or radio commercial(s), the location of the production, the names and ages of any Minors engaged for the production, the number of Group Background Performers engaged for the production, the date(s) of production (see Appendix C), and intended cycle dates, where available. Such information may be verbal rather than written.
- (b) Whenever call sheets are prepared and released by an Engager, a copy of the complete call sheet shall be emailed or faxed to the nearest local ACTRA office prior to the production day.
- 1002 **Performer’s Call** Where possible, notice of a Performer’s engagement shall be confirmed by the Engager to the Performer or the Performer’s Agent, and mutually understood, forty-eight (48) hours prior to the session day. Terms of engagement shall include appropriate details regarding

- performance category and fee
- location
- wardrobe, if applicable
- makeup, if applicable
- identity of advertising agency and product sponsor

- identity of talent Agent
- identity of production house
- number of commercials
- time of call
- number of production days
- provision of script

**Note:** The Engager shall ascertain at the time of booking that the Performer is qualified for work by ACTRA. A booking shall be confirmed with the Performer or his/her Agent by means of a booking form sent via facsimile.

- 1003 **Performer Contract** Each Performer shall be provided with an individual contract for each commercial or pool of commercials in which he/she is engaged. The contract form shall be supplied to the Engager by the nearest ACTRA office and shall be completed where applicable and signed by the Engager before presentation to each Performer. A completed and signed contract shall be provided to each Performer before work commences on any production. The contract shall clearly identify each cut for which the Performer is engaged, either by title or number.

**Contracts Shall Be Provided** Performers engaged at above-minimum fees may demand and receive a copy of their contract twenty-four (24) hours prior to the commencement of work. Contracts for all other Performers shall be available to the Performers at least fifteen (15) minutes prior to the commencement of work.

**Continuing Contracts** In the case of continuing contracts with Performers, no Performer shall perform for fees and other conditions of work less than provided for under the terms of the Agreement. Copies of continuing contracts will be provided to ACTRA upon request.

- 1004 **Contracts Shall Be Completed** No session may commence until Performers have been satisfied as to the details of the engagement and have received a completed contract.
- 1005 **Access to Studio** An accredited representative of ACTRA shall be admitted at any reasonable time to the place where Performers are working in a commercial production, provided the permission of the Engager is secured.

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- 1006 **Screening** Upon request, an ACTRA representative shall have the right to screen the approved commercial(s). If, however, any costs are incurred for this screening of commercials, ACTRA will make full payment for time and facilities.

SECTION 11 – PUBLIC SERVICE ANNOUNCEMENTS (PSAs)

- 1101 **Consultation with ACTRA** Prior to the production of commercials that could be categorized as “public service” or “charitable” in nature, the Engager shall consult with ACTRA pertaining to the following matters insofar as the engagement of Performers is concerned. For purposes of this provision, sponsored charitable events (e.g., Cheerios Mother-and- Daughter Walk for the Heart and Stroke Foundation) may be considered to be public service commercials.
- (a) qualification, either by work permit or waiver permit, of non-ACTRA members;
  - (b) the nature of payment (if any), with reference to both session and residual fees vis-à-vis ACTRA members or other persons qualified by work permit. Payments to Performers may be waived by ACTRA and the Performers involved. The Engager shall seek Performers’ waivers in writing and submit them to ACTRA.
  - (c) information as to whether the air time is donated or partially donated by the station and/or agencies;
  - (d) information as to any other service, such as production services, etc., that may or may not be donated;
  - (e) a copy of the script, the charitable registration number and, in the case of television, a detailed description of the video or storyboard;
  - (f) payment of contract service fees is not required for PSAs. Where the consultation between Engager and ACTRA is primarily verbal, a written confirmation of the discussion will follow.

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SECTION 12 – WORK SESSION AND WORK SESSION PAYMENTS: TELEVISION

- 1201 **Work Session** A basic work session shall not consist of more than eight (8) consecutive hours in any day, excluding one (1) meal period of at least

one (1) hour but not longer than one and one-half (1½) hours in length. There shall not be a work session of longer than six (6) consecutive hours without the provision of a meal period for Performers (see Article 1212). The maximum work hours for Minors under 16 years of age shall not exceed eight (8) consecutive hours per day, excluding one (1) meal period of at least one (1) hour but not longer than one and one-half (1½) hours in length (per Article 1606).

**Adult Performers (over the age of 16)** Notwithstanding the number of commercials being produced on any day, Performers must be paid the appropriate additional work time rate for the ninth (9th) and tenth (10th) hour of work and the appropriate overtime rate for the eleventh (11th) hour and on.

**Minors (under 16 years of age)** For Minors under 12 years of age, additional work time and overtime are forbidden. Upon written consent of the Parent/Chaperon, Minors between the ages of 12 and 15 may be permitted a maximum of two (2) hours additional work time (notwithstanding the number of commercials being produced on any day), subject to the provisions outlined in Article 1606(c). Absolutely no overtime is permitted.

**Infants (under 2 years of age)** Infants will not be kept on set for longer than six (6) hours.

- 1202 **Session Fees** Each Performer shall receive no less than a minimum Session Fee payment per commercial for a basic work session in one day, not to exceed the number of work hours specified herein. Session Fees and the maximum number of work hours in the applicable basic work session shall be as in the following table.

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1202 **Session Fee: National Television****Year 1:** August 05, 2017 to June 30, 2018 **Year 2:** July 1, 2018 to June 30, 2019**Year 3:** July 1, 2019 to June 30 2020

Category	Year	Session Fee	Hours	Hourly Work Time up to 8 Hours
Principal/Solo Singer (on camera)	1	\$802.50	8	\$102.00
	2	818.50	8	104.00
	3	835.00	8	106.00
Silent on Camera	1	802.50	8	102.00
	2	818.50	8	104.00
	3	835.00	8	106.00
Voice-Over/Solo Singer (off camera)	1	585.50	4	84.50
	2	597.00	4	86.00
	3	609.00	4	87.50
Demonstrator	1	802.50	8	102.00
	2	818.50	8	104.00
	3	835.00	8	106.00
Group Singer	1	253.50	2**	84.50
	2	258.50	2**	86.00
	3	263.50	2**	87.50
Stunt Performer	1	802.50	8	102.00
	2	818.50	8	104.00
	3	835.00	8	106.00
Stunt Coordinator	1	1070.50	8	\$133.50
	2	1092.00	8	136.00
	3	1114.00	8	138.50
Background Performer	1	491.50	8	\$62.50
	2	501.50	8	64.00
	3	511.50	8	65.50
Group Background Performers (1 to 30)				
On August 5, 2017	1	288.00	8	35.50
On July 1, 2018	2	294.00	8	36.00
On July 1, 2019	3	300.00	8	36.50
Group Background Performers (31 & over)				
On August 5, 2017	1	120.00	8	15.00
On July 1, 2018	2	122.50	8	15.50
On July 1, 2019	3	125.00	8	16.00

\*\*1 final cut or 2 demo cuts per product

**1202 Additional Work Time/Overtime: National Television****Year 1:** August 05, 2017 to June 30, 2018 **Year 2:** July 1, 2018 to June 30, 2019**Year 3:** July 1, 2019 to June 30 2020

Category	Year	Additional Work Time 9th & 10th Hours	Overtime Time 11th Hour and On
Principal/Solo Singer (on camera)	1	\$132.50	\$150.00
	2	135.00	153.00
	3	137.50	156.00
Silent on Camera	1	\$132.50	\$150.00
	2	135.00	153.00
	3	137.50	156.00
Voice-Over/Solo Singer (off camera)	1	106.50	132.50
	2	108.50	135.00
	3	110.50	137.50
Demonstrator	1	132.50	150.00
	2	135.00	153.00
	3	137.50	156.00
Group Singer	1	106.50	132.50
	2	108.50	135.00
	3	110.50	137.50
Stunt Performer	1	132.50	150.00
	2	135.00	153.00
	3	137.50	156.00
Stunt Coordinator	1	162.00	199.50
	2	165.00	203.50
	3	168.50	207.50
Background Performer	1	75.50	94.50
	2	77.00	96.50
	3	78.50	98.50
Group Background Performers (1 to 30)			
On August 5, 2017	1	47.00	54.50
On July 1, 2018	2	48.00	55.50
On July 1, 2019	3	49.00	56.50
Group Background Performers (31 & over)			
On August 5, 2017	1	19.50	22.50
On July 1, 2018	2	20.00	23.00
On July 1, 2019	3	20.50	23.50

**Note:** Refer to Section 16 when Minors are engaged (8-hour work day).

For clarification of hourly work time, additional work time and overtime, see Articles 1205 and 1206; for Minors, see Article 1606. For other categories, refer to Section 2, Definitions. The **\$253.50/\$258.50/\$263.50** Session Fee and two (2) hours included work time for Group Singers shall entitle the Engager to one (1) final cut. Additional final cuts produced at the same session shall be payable at the rate of **\$253.50/\$258.50/\$263.50** per cut. One (1) hour of included work time may be provided the Engager for each additional cut. Any additional time worked is payable at the hourly work-time rate of **\$84.50/\$86.00/\$87.50** per hour or any portion thereof.

Each Performer shall be compensated by no less than a minimum Session Fee for each commercial in which the Performer's services were utilized, or the total number of days that the Performer worked, whichever is the greater. For example,

- (a) A Performer works three (3) days and appears Silent-On-Camera in two (2) commercials made for a designated advertiser. The Performer would be paid Session Fees of  $3 \times \$802.50/\$818.50/\$835.00 = \$2407.50/\$2455.50/\$2505.00$  for the three days' service, which shall also constitute payment for the two commercials.
- (b) A Performer works one (1) day and appears Silent-On-Camera in three (3) commercials for a designated advertiser. The Performer shall be paid  $\$802.50/\$818.50/\$835.00$  which shall constitute the initial Session Fee payment for one commercial and, in addition,  $\$1605.00/\$1637.00/\$1670.00$  which shall constitute payment for the two (2) remaining commercials.
- (c) A Performer works three (3) days and appears Silent-On-Camera in three (3) commercials for a designated advertiser. On each day the Performer renders services in various segments of each of the three commercials. Photography is completed for all three commercials on the third day. The Performer shall be paid Session Fees of  $3 \times \$802.50/\$818.50/\$835.00 = \$2407.50/\$2455.50/\$2505.00$  for three days' services, which shall also constitute Session Fee payments for the three commercials.

### 1203 Demo and Test Commercial Session

- (a) **All Categories Except Group Singers** Performers engaged in demo or test commercials in performance categories other than Group Singer shall be paid fifty percent (50%) of the applicable Session Fee. The number of work hours in the applicable basic work session shall be fifty percent (50%) of the number provided for in Article 1202. Hours worked beyond the basic work session shall be paid at the full hourly work time, additional work time and overtime rates. These rates and conditions apply individually to each demo or test commercial in which the Performer is engaged. The definition and application of demo and test commercials are in accordance with Article 1823.
- (b) **Group Singers** If a Group Singer session has been called for the production of demo cuts, the fee of  $\$253.50/\$258.50/\$263.50$  and two (2) hours of included work time shall entitle the Engager to two (2)

demo cuts limited to the same product. The Engager may be entitled to a third demo cut for the same product in the same work session at an additional fee of **\$125.00/\$127.50/\$130.00** and to an additional half-hour of work time. If, in a demo session, the Engager is producing only two (2) demo cuts for the same product and requires additional time beyond one (1) hour, such additional time worked shall be payable at the rate of **\$84.50/\$86.00/\$87.50** per hour or any portion thereof. If a second (or additional) demo cut is made for product(s) different from the first, such cut shall be paid for additionally, at the rate of **\$253.50/\$258.50/\$263.50** for two (2) cuts per product and one (1) hour of included work time.

If an Engager puts only one (1) demo cut from a work session into broadcast use, residual fees shall be payable as provided for in this Agreement. No retroactive adjustment need be made with reference to the Session Fee. However, in the event that an Engager puts a second, third or subsequent demo cut from the same work session into broadcast use in addition to the first demo cut, there shall be a retroactive adjustment in the Session Fees to equal a minimum fee of **\$253.50/\$258.50/\$263.50** per final cut.

- (c) **Presentation Demo** An Engager may produce a presentation demo, but such demo may not be upgraded without the additional payment of a full Session Fee. Two (2) presentation demos may be produced in a session, the minimum guarantee for which shall be **\$312.00/\$318.00/\$324.50** for all performance categories. Any additional presentation demos produced at the same session beyond two (2) shall be paid at the rate of **\$157.00/\$160.00/\$163.00** per demo. The number of work hours shall be fifty percent (50%) of the hours as provided for in Article 1202. Any additional time worked beyond the included work hours is payable at the hourly work time, additional work time or overtime rates provided for in Article 1202.

- 1204 **Pre-recording and/or Post-Synchronization** A Principal Performer may be called for pre-recording or post-synchronization on a day other than the session day or days (either prior to or subsequent to the session day). A pre-recording or post-synchronization call shall be paid at the recall rate provided for in Articles 1209 and 1211, and such compensation shall be in addition to compensation for other work sessions such as Session Fees and recall fees.

1205 **Additional Work Time**

- (a) **Principal, Silent-On-Camera, Demonstrator, Background Performer, Group Background Performer, Stunt Coordinator and Stunt Performer** *Adults over the age of 16:* Work time beyond eight (8) hours in any one day (whether session or recall), exclusive of meal periods, shall be designated “additional work time.” Such **ninth** and **tenth** hours of work or any portion thereof (notwithstanding the number of commercials being produced on any day) shall be payable at the additional work time hourly rate as specified in Article 1202. *Minors ages 12 to 15:* See Article 1606 regarding the **ninth** and **tenth** hours of additional work time.
- (b) **Voice-Over/Solo Singer** *Adults over the age of 16:* When production is continued beyond the four (4) included work hours designated in Article 1202 (excluding an hour-long meal period), the fifth, sixth, seventh, and eighth hours of work (notwithstanding the number of commercials being produced on any day) shall be payable at the hourly work time rate as specified in Article 1202. Additional work time for the **ninth** and **tenth** hours of work or any portion thereof (notwithstanding the number of commercials being produced on any day) shall be payable at the additional work time hourly rate as specified in Article 1202. *Minors:* See Article 1606.
- (c) **Group Singers** Refer to the second paragraph following the Session Fee table in Article 1202 and to Article 1203.

**Note:** Refer to Section 16 when Minors are engaged (8-hour work day).

1206 **Overtime** When production is continued beyond the additional work time allowed in any one day (i.e., eight [8] hours of work, excluding one [1] meal period as specified in this Agreement), notwithstanding the number of commercials being produced on any day, further hours worked or any portion thereof from the **eleventh** hour and on, shall be called “overtime” and shall be payable at the overtime hourly rates as specified in Article 1202. Overtime rates shall only be applicable following additional work time.

1207 **Night Work** Night work is defined as work that takes place between 11:00 p.m. and 6:00 a.m. Each Performer shall receive, in addition to her or his Session Fee, a premium of 20% of the appropriate hourly work time rate for each hour of such work.

- 1208 Recall** Prior to the first telecasting of commercial(s) made for a particular Sponsor and subsequent to completion of production of the commercial(s), Performers may be requested to return to work to correct a technical error in the commercial(s) or to make changes to comply with laws or governmental regulations and/or changes necessitated by network or station codes relating to advertising standards, provided such changes are not made to accommodate a change in the style, delivery or concept of the commercial(s). Such work shall be designated as a "Recall session." See Article 416.

All on-camera Performers shall be compensated for Recalls at no less than a minimum guarantee of four (4) hours. Group Singers shall be compensated at no less than a minimum guarantee of one (1) hour. Voice-Over Performers shall be compensated at no less than a minimum guarantee of two (2) hours. A Recall fee shall be payable per work session and may cover work on more than one commercial in that work session. The hourly fee for Recalls shall be the same as for preproduction rehearsal (see Article 1211 for fee table).

Performers may not be booked for a recall session at the time of booking nor during the original work session.

Fees for Recalls shall be in addition to fees for other work sessions, such as Session Fees and Preproduction Rehearsal Fees, and shall be in addition to residual fees. Recalls may not be made for the purpose of extending the original work session of a commercial nor for remaking existing or discarded commercials.

- 1209 Preproduction Rehearsal** Prior to the session day, Performers may be called for a dry-run rehearsal. Preservation of the rehearsal performance, including the use of still photographs, is acceptable, providing that it is not used in any way for broadcast but is only for the purpose of client evaluation and approval. Fees for preproduction rehearsal shall be in addition to compensation for other work sessions such as Session Fees and Recall fees, and shall not be applied against residual payments. Performers in all on-camera categories shall be compensated for preproduction rehearsal at no less than a minimum guarantee of four (4) hours, except Voice-Over Performers, who shall be compensated at no less than a minimum guarantee of two (2) hours, and Group Singers, who shall be compensated at no less than a minimum guarantee of one (1) hour. The hourly fee for preproduction rehearsal shall be the same as for Recalls.

**1210 Recall and Preproduction Rehearsal Fees: National Television****Year 1:** August 05, 2017 to June 30, 2018 **Year 2:** July 1, 2018 to June 30, 2019**Year 3:** July 1, 2019 to June 30 2020

Category	Year	Minimum Recall Preproduction Rehearsal Fees	Hourly Work Time Rate
Principal/Solo Singer (on camera) (4 hours included work time)	1	\$400.50	\$102.00
	2	408.50	104.00
	3	416.50	106.00
Silent on Camera (4 hours included work time)	1	400.50	102.00
	2	408.50	104.00
	3	416.50	106.00
Voice-Over/Solo Singer (off camera) (2 hours included work time)	1	253.50	84.50
	2	258.50	86.00
	3	263.50	87.50
Demonstrator (4 hours included work time)	1	400.50	102.00
	2	408.50	104.00
	3	416.50	106.00
Group Singer (1 hour included work time)	1	168.00	84.50
	2	171.50	86.00
	3	175.00	87.50
Stunt Performer (4 hours included work time)	1	400.50	102.00
	2	408.50	104.00
	3	416.50	106.00
Stunt Coordinator (4 hours included work time)	1	534.00	133.50
	2	544.50	136.00
	3	555.50	138.50
Background Performer (4 hours included work time)	1	246.00	62.50
	2	251.00	64.00
	3	256.00	65.50
Group Background Performers (1 to 30) (4 hours included work time)			
On August 5, 2017	1	144.50	42.00
On July 1, 2018	2	147.50	43.00
On July 1, 2019	3	150.50	44.00
Group Background Performers (31 & over) (4 hours included work time)			
On August 5, 2017	1	60.00	15.00
On July 1, 2018	2	61.25	15.50
On July 1, 2019	3	62.50	16.00

**Note:** Refer to Section 16 when Minors are engaged.

- 1211 **Meal Periods** Unpaid meal periods of at least one (1) hour, and not more than one and one-half (1½) hours, shall be given at regular intervals as outlined below. The period between the beginning of the work session and the first meal period, and between the end of one meal period and the beginning of the next, shall not exceed six (6) hours. A grace period of not more than fifteen (15) minutes is allowed for the completion of a shot.

Prior to the fifth (5th) hour, a substantial snack (a selection of food items to make sandwiches, as well as hot and cold beverages, e.g., soup on a cold day) shall be provided if the meal break is scheduled for the sixth (6th) hour. All production personnel and Performers shall be supplied with the same selection of food items for the substantial snack.

In the event that the Engager provides the meal to production personnel, then all Performers must receive the same meal. In such instances, an unpaid meal period of one-half (½) hour may be provided to Performers under the following conditions: the meal period can be exercised only once per day; all Performers must break at the same time and must be provided a full one-half (½) hour, i.e., the half (½)-hour break begins when the last Performer is through the food line and sits down.

If Performers are required to work through a meal period, it shall be considered a meal penalty, and Performers shall be reimbursed the sum of **\$84.50/\$86.00/\$87.50** for each meal penalty.

If a work session does not exceed 5 hours, no meal period is required.

If meal facilities are not available, the Engager is responsible for providing adequate food at no cost to the Performers.

Meal periods shall not be used to extend the work day.

- 1212 **Rest Periods** There shall be a paid rest period of not less than fifteen (15) minutes for every Performer within the span of any four (4) consecutive hours of work. The time allocated for such rest period shall be clearly identified to each Performer, and the Performer may not be required on set or for wardrobe, makeup or production conference for the duration of the rest period. Seating shall be available to Performers during rest periods in a smoke-free environment.
- 1213 **Rest Between Days** On production(s) by one Engager for the same client that cover(s) a span of consecutive days, except when there has been additional work time or overtime during the work session, a Performer shall be compensated at double his/her hourly work time rate for each hour he/

she is required to work, when the time span is less than twelve (12) hours between completion of the eighth (8th) hour of work in one session and commencement of the first (1st) hour of work on the following day (for Minors, see Article 1606).

### **Example**

A Performer has completed the first day's work on an assignment scheduled for filming over a span of two (2) days. The first day's session, which comprised eight (8) hours of work, began at 10:00 a.m. and concluded at 7:00 p.m. (meal hour included).

The Engager wants to start very early the second morning to film exterior scenes. Because of Article 1214, however, the Engager must pay the Performer additionally if the Performer is required to be on hand before 7:00 a.m., the point being that Performers should normally be allowed twelve (12) hours between work sessions on separate days.

If the Engager requires the Performer to report at 6:00 a.m. on the second day, the Performer's fee for that first hour (or any hours before 7:00 a.m.) shall be a minimum of double the Performer's hourly work time rate.

- 1214 Incidental Services** Incidental services not specifically defined herein that are required of the Performers by the Engager, in connection with any engagement, shall be paid for at the Performer's hourly work time rate (Article 1202).

### **Examples**

- (a) A Performer may be asked to assist the Engager by contacting other Performers to see if they are available to work (e.g., Group Singers or Dancers).
- (b) A Performer may be directed to spend a specified number of hours, outside of a wardrobe call, shopping for a particular article of clothing or an appurtenance (such as an antique pince-nez) that the Engager wishes to utilize during the filming.

- 1215 Doubling** A Performer engaged to perform more than one (1) role (different characters within the commercial) in a single commercial shall be paid the minimum Session Fee and residual fee for each role. For example, but not limited to,

- (a) a Performer engaged to play an acting role (either SOC or PP) and as an Announcer (VO);

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- (b) a Performer engaged to play the role of a waiter (SOC) in one scene, and the role of a guest (Background Performer) in a different scene;
- (c) a Performer engaged as a Solo Singer (VO) and as an Announcer (VO);
- (d) a Performer engaged as a Voice-Over Performer who provides different voices for different characters in a commercial.

For clarification purposes, a Performer hired as a Principal Performer is permitted to act as a Demo, Background Performer, Silent-On-Camera, Solo Singer, Group Singer, off-camera Voice-Over or Dancer when his/her role within the commercial is one character who does one or all of these things as part of his/her single role.

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- 1216 **Joint Promotions** Where a commercial (other than a short-life commercial) is a joint promotion by more than one advertiser and features or highlights more than one product or service (to a maximum of three [3]), each Performer in a residual category in such commercial shall be paid a fifty percent (50%) step-up fee based upon the Performer's negotiated session and residual fees.
- 1217 **Accident on Set Insurance** Where the provision of Workers' Compensation for Performers is not mandated by law, the Engager will contribute 1% of Performers' gross Session Fees toward ACTRA's accident on set insurance program, which includes emergency medical travel insurance while outside of the country. ACTRA will ensure that payroll services will not apply any administration charges to that contribution.
- 1218 **Injury Reports** The Performer must advise the Engager at the earliest opportunity of any injury and/or any inability to fulfill contracted obligations. The Engager shall notify ACTRA as soon as possible of any accident, incident or injury to a Performer in the workplace and shall send to ACTRA within one (1) business day, a report setting forth the circumstances of the nature of the injury. A copy of such report from the applicable workers' compensation body or equivalent and the daily call sheet shall also be sent to ACTRA.

## SECTION 13 – TRANSPORTATION, TRAVELLING AND LOCATION EXPENSES

- 1301 **Travel Expenses** When the Engager requires the Performer to travel beyond a forty (40)–kilometre (twenty-five [25]–mile) radius of the city centre such as the city hall, or other such specified central point, as may be agreed upon

by the Engager and the nearest ACTRA office, the Performer shall be entitled to not less than

- (a) **Transportation Expenses:** authorized actual transportation expenses on scheduled carriers covering economy air or first-class rail fare or such other transportation as bus or taxi, or an automobile mileage/kilometrage allowance;
- (b) a kilometrage allowance equal to the Canadian Automobile Association national average, as amended from time to time (currently **\$0.58** per kilometre; see CAA website at [www.caa.ca](http://www.caa.ca)), if the Performer is required to use his own automobile;
- (c) **Per Diem:** a per diem of **\$278.00/\$283.50/\$289.00** to cover all personal expenses (i.e., accommodation, meals, gratuities, etc.) when staying at a hotel or motel as authorized or, where the Performer is required to travel outside of Canada, the actual amount of authorized expenses. If the Engager elects to provide actual accommodation (in lieu of expenses), the per diem allowance for meals (if they are not also provided) shall be **\$119.00/\$121.50/\$124.00** which breaks down as follows:
  - breakfast: **\$24.50/\$25.00/\$25.50**
  - lunch: **\$32.00/\$32.50/\$33.00**
  - dinner: **\$61.00/\$62.00/\$63.00**

**1302 Travel Within Radius** For the purpose of this Section, travel within a forty (40)–kilometre (twenty-five [25]–mile) radius, as specified or agreed upon in Article 1301, shall be provided or paid for by the Engager when public transportation is not available. Where public transportation is available, the Engager may provide or pay for the authorized expenditure. In either case, “authorized expenditure for travel” is taken to mean reimbursement for the cost of travelling by the quickest means, agreed upon at the time of discussion between the Performer (or Performer’s Agent) and the Engager.

**1303 Travel Time** Time spent in travel by the quickest means of regularly scheduled carrier by the Performer shall be considered work time when the Performer is entitled to travel expenses under Article 1301. Such time shall be paid at the Performer’s hourly work time rate per Article 1202. Such time shall not be computed so as to create an overtime situation. For purposes of computing compensation for time spent in travelling as specified herein, such hourly rates may be segmented in half-hour units.

Payment for time spent in travel shall not be in excess of eight (8) hours in any consecutive twenty-four (24)-hour period.

This Section shall not apply to time spent in travel when such time is within the daily "included work span" for which the Performer is being compensated as a minimum guarantee (i.e., eight [8] hours in the case of a Principal, Silent-On-Camera, Demonstrator or Stunt Performer). For example, a Performer called for an eight (8)-hour day and released in seven (7) hours shall not be entitled to travel time allowance unless such travel time is in excess of one (1) hour. Such Performers may, however, be entitled to travel allowance as provided in Article 1301.

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SECTION 14 – WARDROBE

1401 **Regular Wardrobe** Any apparel that is included in the personal wardrobe of a Performer, but not more than two (2) changes of apparel in any single commercial, shall be considered as regular wardrobe. The Engager may not specify wardrobe requirements as a condition of engagement. If, at the request of the Engager, a Performer is required to bring to set more than two (2) changes of apparel in any single commercial, he/she shall be compensated as an expense claim, the amount of **\$15.00** per additional change of apparel beyond two.

1402 **Special Wardrobe** Wigs, costumes (e.g., evening gowns, tuxedos, culturally specific wardrobe), special appurtenances, and clothes and apparel other than those specified in Article 1401 hereof shall be considered as special wardrobe.

Performers shall be expected to supply their own regular wardrobe but shall not be required to furnish any special wardrobe, except specialty acts or units, which may supply their own special wardrobe if so contracted by the Engager.

When other than regular wardrobe is required, the Engager shall furnish all Principal Performers with all costumes except those customarily used by such Performer in his/her act.

1403 **Special Personal Wardrobe** Performers supplying special personal wardrobe shall receive maintenance fees for such wardrobe at the rate of **\$26.00/\$26.50/\$27.00** per costume per session. In the event that either regular or special wardrobe furnished by a Performer is damaged during work time through negligence on the part of the Engager or through an

accident for which the Performer is not responsible, the Engager will reimburse the artist for the cost of repair or replacement, as the case may be. Notice of such damage must be given to the Engager's representative in the studio. Performers must provide the Engager with a receipt for the paid bill covering the cost of such repair or replacement.

- 1404 Safekeeping of Personal Wardrobe/Effects** The Engager shall provide adequate security with respect to the safekeeping of the Performer's personal wardrobe and personal effects while the Performer is on set or location. The Engager shall be fully liable for compensation for loss of or damage to the Performer's personal wardrobe or personal effects when adequate security has not been provided.
- 1405 Time Spent in Makeup, Hairdressing and Wardrobe** Time spent in makeup, hairdressing and/or wardrobe shall be considered as scheduled work time in all respects if immediately prior to the Performer's production call and at a place adjacent to the set or location. A Performer requested or required by the Engager to spend time in makeup, hairdressing and/or wardrobe at times other than immediately prior to the Performer's production call, or to visit places such as clothing suppliers, costumers and/or wig or appurtenance suppliers for the purpose of selecting, fitting or picking up such items, shall be compensated for a minimum of one (1) hour of work time for each such visit. If actual time spent is in excess of one (1) hour, the Engager shall pay for such additional time at the Performer's hourly work time rate (Article 1202).

If a Performer is requested by the Engager to have specific or special hairdressing, necessitating an expenditure, the Engager shall either furnish such hairdressing or the Performer shall be reimbursed the amount so expended at facilities designated or approved by the Engager. Time spent in such hairdressing shall be considered as time worked and shall be paid.

**1406 Dressing Rooms, Rehearsal Facilities and Sanitary Provisions**

- (a) Adequate, clean and accessible dressing rooms and toilet facilities shall be provided by the Engager.
- (b) Studio seats shall be available for Performers during rehearsals.
- (c) Adequate space affording complete privacy shall be provided by the Engager whenever a Performer is required to make a complete change in connection with any performance.

- (d) Facilities for repair of wardrobe used in the performance shall be provided by the Engager.
- (e) A supply of potable drinking water shall be provided and available at all times during production.
- (f) When craft services and food catering are provided to Performers, every effort shall be made to provide a clean environment. For example, caterers shall wear clean latex or rubber gloves, a hat, net or cap, and clean clothes. Clothing shall not be used to wipe or dry hands.

**1407 Conditions for Makeup, Hairdressing and Wardrobe** All makeup and hairdressing devices (e.g., sponges, brushes) shall be provided and shall not be used on more than one individual unless properly sanitized between uses. All wardrobe shall be appropriately cleaned between wearings.

#### SECTION 15 – HOLDING CALLS, POSTPONEMENTS AND CANCELLATIONS

- 1501 Postponement** In the event that the Engager changes a Performer's booking or engagement to another day or days, then the Performer shall be paid in full the applicable Session Fee for the original day, unless notice of change is given at least forty-eight (48) hours before the hour scheduled for work to commence. If forty-eight (48) hours' notice has been given, no payment to the Performer shall be required for the original day. In the event that such changes in scheduled day(s) conflict with any confirmed engagement, then the Performer shall be compensated in full for the engagement that the Performer is unable to fulfill. The Engager has the right to request that the Performer supply reasonable verification of such conflicting engagement.
- 1502 Holding Call** Engagers may elect to issue a holding call when weather or specified production factors may involve postponement of a day's production. In order to constitute a valid holding call, notice of a holding call must be identified and mutually understood at least twenty-four (24) hours prior to the scheduled work session. After the Engager has given the twenty-four (24)-hour notice period, the Engager must call the Performer, at least two (2) hours prior to the original scheduled work time, to advise that the shoot has been rescheduled. In such case, the Engager will be required to pay each Performer for such holding call the sum of **\$402.00/\$410.00/\$418.00**, except in the case of Background Performers, who shall be paid **\$246.00/\$251.00/\$256.00**, Group Background Performers (1-30), who shall be paid **\$144.00/\$147.00/\$150.00** and Group Background

Performers (31+), who shall be paid **\$60.00/\$61.00/\$62.00**. Failure to announce such a holding call within the time limits provided herein shall make the Engager liable for the full applicable Session Fee. Holding calls may be repeated until the production is satisfactorily completed.

- 1503 **Postponement Becomes Cancellation** Postponement, as referred to in Articles 1501 and 1502, occurs when a change in the production schedule results in a change in a Performer's booking. The Performer shall be given a new booking for a definite date or dates within thirty (30) days of the date of postponement. If the Performer is not given such new booking, it shall be deemed a cancelled engagement.
- 1504 **Failure to Render Service** Failure or refusal of a Performer to render service as contracted with the Engager shall result in the forfeiture of payment for the unfulfilled commitment.
- 1505 **Penalties for Lateness** Performers are required to arrive ten (10) minutes before the scheduled work session. The Engager's representative shall report all late arrivals to the ACTRA steward for possible disciplinary action. In any event, the Engager may deduct from the Performer's fee double the applicable hourly work time rate for the period of lateness. A period of lateness of more than two (2) hours, or half the applicable session, whichever is the lesser, may be deemed a failure to render service.
- 1506 **Cancellation**
- (a) **Cancellation of a Commercial** In the event of cancellation of a commercial or of a day's production prior to the commencement of production, the Engager shall not be required to pay any fees to the Performers, provided notice of such cancellation is received by the Performer in advance of the first call by four (4) days, in the case of a television commercial, or forty-eight (48) hours, in the case of a radio commercial. Should the Engager be unable to give full notice as above, the Engager will be liable for the applicable Session Fee.
  - (b) **Cancellation of a Day's Production after Commencement of Work** In the event that one or more days' production is cancelled after the commencement of work, Performers who have been booked shall be paid the applicable Session Fees for the entire booking.
  - (c) **Cancelled Engagement** In the event that the Engager cancels a Performer's booking or engagement in a commercial that is actually produced, such Performer shall be paid in full the applicable fee, except where the cancellation occurred for reasons of unprofessional conduct.

- 1507 **Hold-over on Location** If during an engagement a Performer is required to be away from home while on location, or in a community other than his/her residence, the Performer shall receive four (4) hours' pay at the hourly work time rate for the applicable performance category provided for in Section 12, in addition to payment for expenses incurred (Section 13), for each day the Performer is not required to work between or in addition to scheduled work days.

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- 1508 **Environmental Conditions on Set** Engagers shall take every precaution to protect all Performers from the adverse effects of:
- (a) **Extreme Weather** During intemperate or inclement weather, Performers shall be given adequate rest periods where the Engager shall provide appropriate shelter from the elements;
  - (b) **Airborne Special Effects** Whenever fire, fog, smoke or other airborne special effects are used, the Engager shall make best efforts to provide a room or space where Performers may breathe clean air when they are not required on the set.

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SECTION – 16 MINORS

1601 **Special Consideration Required**

- (a) The Parties to this Agreement hereby acknowledge and agree that it is necessary to specify rules so that Minors may be protected from abuse and improper working conditions. Furthermore, the Parties agree that they shall be guided in all respects by what is in the best interests of the Minor, which shall always prevail in the interpretation, application, and administration of the terms of this Agreement. The following provisions apply to Minors under 18 years of age. The term "Parent" shall mean either the Parent or Guardian of the Minor.
- (b) **Violations** The Parties acknowledge that a breach or violation of the provisions of Section 16 may result in harm to a Minor, and therefore the Parties undertake to act expeditiously when a violation is alleged to have occurred. In this regard, ACTRA and the ICA and ACA may agree that the circumstances are such that any time periods or steps established pursuant to the grievance procedure may be abridged, in order that the dispute may be resolved or the breach or default be

cured as soon as possible. The Joint Standing Committee or Arbitrator, as the case may be, shall be entitled to award damages to an aggrieved party for breach of the provisions of Section 16 where the Committee or Arbitrator feels that such damages are warranted.

#### 1602 Auditions

- (a) Calls for auditions, interviews, individual voice and photographic tests, fittings, makeup tests and production conferences for Minors of school age shall take place between 4:00 p.m. and 8:00 p.m. for Minors under the age of 10, or between 4:00 p.m. and 9:00 p.m. for Minors 10 to 15 years of age. Calls for actual production shall not be so limited.
- (b) The Engager will provide both an Audition Sign-in Time Sheet (Appendix F) and a Parental Audition Consent Form (Appendix L) prior to auditioning Minors. Notices of auditions shall be circulated forty- eight (48) hours in advance, unless there is an emergency.

#### 1603 Breaks and Food

- (a) **Time Before Camera and Rehearsal** During a work session, Minors shall not be continually required before the camera or under lights for longer periods of time than specified below:

2 years and under	15 consecutive minutes
3 – 5 years	30 consecutive minutes
6 – 11 years	45 consecutive minutes
12 -15 years	60 consecutive minutes

Breaks shall be taken away from the set whenever possible and should be at least ten (10) minutes in length, except for Minors 2 years of age and under, in which case the minimum length of the break shall be twenty (20) minutes.

- (b) **Food** In recognition of the special nutritional requirements of Minors, the Engager shall provide Minors with a selection of healthy snacks and drinks. All Minors under the age of 12 shall be fed meals on a schedule reasonably approximating their normal meal times. Meals may be provided during a break and shall not require a meal period.

#### 1604 Parental Responsibility

- (a) The Parent (or Chaperon appointed by a Parent) of a Minor under 16 years of age must be at the location and accessible to the Minor at all

times when the Minor is on set, accompany the Minor to and from the set, and accompany the Minor to hair, make-up and wardrobe.

- (b) The Parent (or Chaperon appointed by a Parent) of a Minor shall travel with the Minor to any overnight location, i.e., where the location of the shoot requires an overnight stay away from home.
- (c) The Engager shall bear the travel and per diem expenses of one Parent accompanying a Minor to an overnight location. The amounts of such travel and per diem expenses shall be equivalent to those paid to a Performer under this Agreement.
- (d) Each parent shall be required to sign a Declaration of Parent in the Engagement of Minors (Appendix M), which outlines the rules and responsibilities of having a Minor engaged in a commercial production. This will be required to be in the ACTRA office in advance of the shooting date, before the Minor is allowed on set.

**1605 Chaperons** In the event that a Parent of a Minor under 16 years of age engaged in a commercial is unable to be present on set, the Parent shall designate a Chaperon who shall be responsible for the Minor during the engagement. The Chaperon must be at least 18 years of age and may not be engaged by the Engager unless there is an emergency.

**1606 Work Day and Rest Periods**

- (a) For Minors under 16 years of age, the work day shall consist of eight (8) consecutive hours per day, excluding meal breaks.
- (b) For Minors under 12 years of age, additional work time and overtime are forbidden notwithstanding Parent's/Chaperon's consent.
- (c) For Minors 12 to 15 years of age, a maximum of two (2) hours additional work time (Article 1205) per day, but not more than four (4) hours over three (3) days, may be permitted upon the written consent of the Parent. Such additional work time may not be scheduled in advance.
- (d) For Minors 16 to 17 years of age, the additional work time (Article 1205) and overtime (Article 1206) provisions shall apply. The work day shall not exceed twelve (12) hours per day, excluding meal periods, unless permission to extend the day is granted by the Minor's Parent or Chaperon.
- (e) Minors under 15 years of age shall not be required to work beyond 11:00 p.m. unless the Engager ensures that proper notification has

been given of a night shoot (Article 1608) and obtains the consent of the Parent/Chaperon.

- (f) In the event of more than one (1) day of shooting, rest between work days must be a minimum of twelve (12) hours between the Minor's finish time and his/her call time on the following day.
- (g) **Tutoring** Reasonable tutoring time, provided in a location that is suitable for this purpose (i.e., the location must at least be quiet, well-lit and away from the set), shall be made available as part of the work time on the fourth (4th) day and each of the subsequent days of a commercial shoot.
- (h) When the Engager is required to provide transportation, reasonable efforts shall be made to ensure that the Minor leaves the set or studio within thirty (30) minutes of the finish time.

**1607 Work Permits for Standby Babies** Permits for babies under 3 years of age engaged to stand by shall cost **\$18.75** for Apprentice Members and **\$22.50** for non-ACTRA Performers.

**1608 Notification of Night Shoots** Whenever possible, the Engager shall notify the Parent seventy-two (72) hours in advance of a night shoot.

**1609 Infants**

- (a) "Infant" means a person who is less than 2 years old and more than 15 days old. A person who is less than 15 days old shall not be permitted to be engaged.
- (b) The Engager will provide a separate, sanitary room for the care and rest of the Infants engaged. This will include a crib, a changing table and a quiet and warm private room where the Infant may be fed and may rest without being held. Infant accessories provided by the production company, such as bassinets, cribs and changing tables, must be sanitized at the time of delivery to set and on a regular basis.
- (c) Once wardrobe and props have been issued by the production for use on/ with an Infant, the wardrobe and props may not be reissued for another Infant until the wardrobe has been laundered and the props sanitized. Bottles, nipples and pacifiers must not be exchanged among Infants.
- (d) When more than one Infant of a Parent is engaged on the same production at the same time, it is the responsibility of the Parent to ensure that there is one adult to care for each Infant.

- (e) Infants under the age of 2 years will not be kept on set for longer than six (6) hours.
- (f) An Infant under the age of six (6) months shall be handled only by his/ her Parent, Chaperon or trained medical personnel when not in front of the camera.

**1610 Dangerous Work**

- (a) No Minor shall be required to work in a situation that places him/ her in clear and present danger to life or limb, or if the Minor or Parent believes that the Minor is in such a situation. Where a Minor is engaged to perform subject matter that the Engager knows, or ought reasonably to know, could be of a psychologically damaging nature to the Minor, a psychologist or therapist who is properly accredited by the applicable provincial ministry shall be hired by the Engager to guide and assist the Minor to handle the emotional and mental stress of such subject matter. The Engager shall be required to carry out the psychologist's or therapist's recommendations, which may include such psychologist or therapist being present on set.
- (b) **Scenes Depicting Child Abuse, Disturbing Violence or Carnal Acts**  
Without limiting the generality of paragraph (a), when a Minor is engaged to perform in a scene that depicts child abuse, disturbing violence or carnal acts, the Engager shall consult with the Parent and, should the Parent agree, make available to the Minor and his/ her Parent a psychologist or therapist who is properly accredited by the applicable provincial ministry, to assist the Minor in preparing for and participating in any such depiction. A Minor shall not be present during such scenes unless it is essential for him/her to be on camera.
- (c) A Minor may be asked to perform unusual physical, athletic or acrobatic activity or stunts, provided that the Minor and the parent represent that the Minor is fully capable of performing such activity and the parent grants prior written consent thereto. In such situation the local ACTRA office shall be notified. In no event shall the activity or stunt take place unless the Stunt Coordinator is satisfied that the Minor is properly rehearsed and prepared to execute the activity or stunt.
- (d) Personnel certified in emergency medical intervention shall be required to be on set until the Minor(s) work session is wrapped.

**1611 Trust Account** After a Minor's total lifetime remuneration reaches \$5,000.00, twenty-five percent (25%) of the Minor's gross remuneration

shall be deducted from the total payment due to the Minor by the Engager and remitted to the ACTRA Performers' Rights Society ("PRS"), which shall hold such monies in trust for the Minor upon terms and conditions consistent with the obligations of the ACTRA PRS to act as a trustee. The ACTRA PRS shall keep track of the Minor's earnings to determine whether the \$5,000.00 level has been reached. In accordance with provincial law in British Columbia, the 25% Minors' Trust deduction shall be remitted to the Public Trustee of British Columbia.

TELEVISION

SECTION 17 – STUNT PERFORMANCE

1701 Definitions

- (a) **Risk Performance** means the undertaking of any action by a Performer (other than a Stunt Performer engaged to perform a stunt or stunts), which action could be considered dangerous and beyond the Performer's general experience, or the placing of the Performer in a position that would normally be considered hazardous.
- (b) **Stunt Coordinator (ST/C)** is a Stunt Performer who is responsible for the coordination, planning, designing and/or engineering of stunts and/or action sequences, risk performances and Performer action. This is a non-residual category. The Stunt Coordinator must be an experienced and qualified Stunt Performer and a member of ACTRA. In consultation with and subject to the approval of the Engager, the Stunt Coordinator's responsibilities include
  - (i) determining the number of personnel required for the stunt;
  - (ii) making recommendations in respect of the casting and supervision of Stunt Performers;
  - (iii) determining the safety precautions that are required for each stunt;
  - (iv) recommending the amount of the stunt fee that is required for each Performer and for each stunt.

Where the circumstances warrant, a Stunt Coordinator will be engaged to plan, design and/or engineer Risk Performances. The Stunt Coordinator must be present on set until the performance of all stunts is complete.

- (c) **Stunt Performer (ST)** means a Performer especially trained and knowledgeable in the performance of Stunt Work, as defined in paragraph (d), and the performance of dangerous risks not normally expected of the average Performer.
- (d) **Stunt Work** means Performers' work that is generally understood in the industry to be Stunt Work, and includes the performance of a visual effect depicting a situation that would be considered dangerous if such visual effect were not accomplished by a Stunt Performer.

#### 1702 Risk Performance

- (a) Performers shall not, as a rule, be required to undertake Risk Performances. Whenever possible, Engagers shall engage qualified Stunt Performers to undertake such work.
- (b) At the time of booking, the Performer and ACTRA shall be advised in writing of the details of the Risk Performance or other such unusual circumstances that may be required during the course of the engagement.
- (c) In the event that Performers are called upon to undertake a risk or dangerous performance, not specified at the time of engagement, they must either
  - (i) (refuse to perform the risk or dangerous performance but shall be paid their original contracted fee, or
  - (ii) negotiate an additional fee for so doing.

Notwithstanding any agreement to proceed, the Parties to this Agreement reserve the right to review the circumstances and to determine whether a stunt fee should be paid.

#### 1703 Stunt Performance and Fee

- (a) Upon the actual engagement of a Stunt Performer to perform a stunt, the minimum fee shall be **\$802.50/\$818.50/\$835.00** (current minimum fees) per eight (8)-hour session for the performance of a stunt, plus any additional amount (stunt fee) that may be negotiated between the Stunt Performer and the Engager in relation to the difficulties of or other pertinent details regarding the stunt to be performed.
- (b) Residual fees shall be payable to a Stunt Performer (at a rate no less than those payable to a Silent-On-Camera Performer) provided that the Stunt Coordinator engaged at the time has determined, in consultation

with the Engager, that the level of performance is that of a Stunt Performer, or provided that two (2) or more conditions of the Stunt Driving Guidelines (Article 1706) are met.

However, as it is common for windshields of vehicles used in commercials to be tinted, in the event that a professional driver is engaged in accordance with Article 1706(f) and the windshield of the car is tinted to a maximum of twenty percent (20%), one of the Stunt Driving Guidelines other than Article 1706(c)(iv) or 1706(f) must apply in order for the performance to be categorized as a stunt.

- (c) The contracted fee in paragraph (a) above (note: contracted fee, not minimum fee) shall be exclusive of any performance provided by a Stunt Performer in terms of an acting job that would be classified normally under another regular (i.e., non-stunt) performance category such as, but not limited to, Principal, Silent-On-Camera, Demonstrator, Background Performer, etc. If the Stunt Performer, in performing the stunt, is only doubling photographically for another Performer, the contracted fee as in paragraph (a) above is applicable.

If a Stunt Performer is only engaged to perform that stunt and no other role, but is recognized while performing the stunt, she/he will not be categorized and paid both as a Stunt and SOC, but rather as a Stunt Performer only, with residuals.

However, if the Stunt Performer, in addition to performing the stunt, also enacts the role of the character involved in the stunt, an additional performance fee applicable to such performance category shall also be paid to the Stunt Performer as an actor.

The contracted fee stated in Article 1703(a) does not include fees due to the Stunt Performer for work done as Stunt Coordinator. Session Fee(s) and additional negotiated fees for the stunt(s) are for performance of the stunts only.

- (d) A twenty-five percent (25%) discount of the contracted stunt fee may be applicable for the re-performance of a stunt if the Stunt Performer, for any reason, is required to repeat the same stunt the same day. Depending on the risks involved, a Stunt Performer may negotiate a higher fee for such re-performance of a stunt. If a third performance of the stunt is required for any reason on the same day, the contracted fee for the second performance may be discounted by a further twenty-five percent (25%). A discount may not be applicable to the fees for

additional re-performances beyond a total of three (3) performances on the same day.

- (e) In the event that a Stunt Performer is retained on a weekly basis (i.e., five [5] consecutive days), the minimum weekly fee payable shall be **\$3212.50/\$3277.00/\$3342.50**. A Stunt Performer working at such a minimum fee may perform one stunt per day for such fee, although prior to the performance of any stunt, the Performer and the Engager may negotiate an additional amount above minimum per stunt in relation to the danger, risk or difficulties involved.

**1704 Audition** Engagers may audition a Stunt Performer in order to establish his/her suitability for photographic reasons or for reasons relative to an acting performance, such as the Performer's ability to provide necessary characterization. However, a Performer so auditioned shall not be required to perform the intended stunt on a trial basis for audition purposes.

**1705 Conditions of Engagement**

- (a) Actual work involved in accomplishing the stunt, including engineering and planning details, shall be satisfactory to the Stunt Performer, particularly when the Performer has not been retained to engineer and/or plan the stunt as well as to perform in it.
- (b) When a Stunt Performer is engaged to coordinate the preparation, set-up and execution of a stunt, such Performer shall be considered a Stunt Coordinator. The Coordinator may also be called upon to recommend and engage additional Stunt Performers who may be known to the Coordinator as specialists in stunt work of the particular type needed, e.g., auto crashing, stunt work with horses, tree felling, etc. Casting of such additional stunt personnel, when required, shall be mutually satisfactory to the Engager and to all Stunt Performers engaged for the same stunt.

A Stunt Coordinator may be engaged solely as a non-performing Stunt Coordinator, in which case the minimum fee shall be **\$1070.50/\$1092.00/\$1114.00** for a eight (8)-hour call. The additional work time hourly rate is **\$162.00/\$165.00/\$168.50** for the ninth (9th) and tenth (10th) hours of work and the overtime rate is **\$199.50/\$203.50/\$207.50** per hour for the eleventh (11th) hour and on.

- (c) All stunts called for by the script or storyboard shall be performed by Stunt Performers previously engaged, and not by Performers "adjusted" on the set.

A Performer not previously engaged specifically to perform a stunt that is unscripted may perform the stunt and shall have his/her fee adjusted to not less than a Stunt Performer fee, plus the contracted daily rate for the role for which the Performer was originally engaged.

- 1706 **Stunt Driving Guidelines** When any of the following conditions occur, a vehicle driver shall qualify as a Stunt Performer:
- (a) when any or all wheels leave the driving surface;
  - (b) when tire traction is broken, i.e., skids, slides, etc.;
  - (c) when the driver's vision is substantially impaired by
    - (i) dust or smoke,
    - (ii) spray (when driving through water, mud, etc.),
    - (iii) blinding lights,
    - (iv) restrictive covering of the windshield, tinted windows, or
    - (v) any other conditions restricting the driver's normal vision;
  - (d) if the speed of the vehicle is greater than normally safe for the condition of the driving surface, or when conditions such as obstacles or difficulty of terrain exist or off-road driving for which the vehicle was not designed occurs;
  - (e) when any aircraft, fixed-wing or helicopter, is flown in close proximity to a vehicle;
  - (f) when the level of driving skill requires a professional driver (this also applies to doubling of passengers for the safety of the on-camera Performer);
  - (g) whenever high speed or close proximity of any vehicle creates conditions dangerous to the driver, passengers, film crew, other people or the vehicle;
  - (h) when the Performer is working in close proximity to pyrotechnics or explosives;
  - (i) when the Performer is driving in other than the driver's seat or blind driving in any form.
- 1707 **Stunt Safety** In order to ensure the safety of all Performers, a requirement has been added that the Stunt Coordinator and personnel certified in

emergency medical intervention be present on set until the performance of all stunts is complete.

- 1708 **Stunt Doubling** Where a Stunt Performer doubles for a Role that is identifiable as female and/or a visible minority and/or Aboriginal and/or has a disability, and these characteristics are also identifiable when the stunt is being performed, every effort shall be made to cast a qualified Performer with these characteristics. Where the stunt performed does not reveal the Role's characteristics, the Engager shall use best efforts to increase the employment of Performers who are women, visible minorities, Aboriginal and/or have a disability, for such stunts.

#### SECTION 18 – COMPENSATION FOR USE AND REUSE

ACTRA and ICA/ACA commit to continuing to work on new models for compensating Performers for the use of commercials over the term of the current Agreement, with the objective of agreeing on a new model (consistent with the negotiating Parties' evaluation principles) for implementation with commencement of the next collective bargaining agreement

- 1801 **Unit Weighting** The number of units assigned to each market area is based upon the following formula:

- (a) One (1) unit is allocated for each quantity of 300,000 people assigned to a market. The source for the number of persons assigned to each area was the November 1970 BBM Television Coverage and Circulation Report.
- (b) To arrive at the total number of people assigned to a market, all counties and census divisions in which thirty percent (30%) or more of the population was reached in a week by any television station originating from the market was totalled to create an unduplicated figure for each market.
- (c) Each market shall have a minimum of one (1) unit, and the remainder shall be assigned the number of units derived from the BBM figures as provided above, with all figures being rounded to the closest whole unit.
- (d) Where television commercials are incidentally run on radio as a result of a simulcast of a television program, no additional fees are required.

## 1802 Unit Weighting Tables

(a) Canadian Markets	Units
Calgary/Lethbridge*/Medicine Hat*	2
Edmonton	3
Halifax	2
Kitchener	5
London/Wingham*	4
Moncton/Saint John	2
Montreal (E)/Burlington/Plattsburgh	11
Montreal (F)	14
Ottawa (E)	3
Ottawa (F)	1
Quebec (E)	1
Quebec (F)	3
Sherbrooke	4
St. John's	2
Sudbury*/Timmins*	2
Toronto/Hamilton/Buffalo	17
Trois Rivières	2
Vancouver/Bellingham/Victoria	6
Windsor	2
Winnipeg	3
Each additional Canadian market or market area* not listed	1 unit

**Note:** Okanagan/Kamloops and Regina/Moose Jaw are 1-unit market areas.

\*Lethbridge, Medicine Hat, Wingham, Sudbury, Timmins and Victoria can be purchased individually. When they are purchased individually, they are each 1-unit market areas.

Networks	Units
CBC	68
CTV	68
Global	73
Global and CTV	80
CTV and CBC	80
CBC and Global	80
CBC, CTV and Global	84

- (b) **U.S. “Border Stations”** (when they are the only U.S. markets used in addition to Canadian markets)

Seattle, Washington	5 units
Watertown, New York	2 units
Detroit, Michigan	2 units
Erie, Pennsylvania	2 units

Other “Border Stations” – 1 unit each:

Bangor, Maine	Presque Isle, Maine
Bay City, Michigan	Poland Springs, Maine
Cheboygan, Michigan	Rochester, New York
Cleveland, Ohio	Spokane, Washington
Devil’s Lake, North Dakota	Superior, Wisconsin
Duluth, Minnesota	Syracuse, New York
Fargo/Grand Forks, North Dakota	Tacoma, Washington
Flint, Michigan	Toledo, Ohio
Great Falls, Montana	Traverse City, Michigan
Havre, Montana	Valley City/Fargo, North Dakota
Marquette, Michigan	Williston, North Dakota
Minot, North Dakota	

- (c) **Other U.S. Markets** (whether or not in addition to Canadian markets): see Section 24.

**1803 Calculation of Wild Spot and Network Spot Commercials** All spot commercial fees are payable for each thirteen (13)–week use, and such payment will cover all uses in that period. Payment shall be made in accordance with the rates in Article 1804, Table A and Table B, in the following manner:

- (a) **Wild Spots** All wild spot uses will be paid by adding the unit values for the markets wherein any wild spot uses have been scheduled over the thirteen (13)–week period. Table A shall be used to calculate payment for each Performer to whom residuals are applicable, *unless the commercial has also been scheduled as a network spot during that same thirteen (13)–week period*. See 1803(c).
- (b) **Network Spots** All network spot uses will be paid by adding the unit values for the markets wherein any network spot uses have been scheduled over the thirteen (13)–week period. Table B shall be used to calculate payment for each Performer to whom residuals are applicable.

- (c) **Combined Wild Spot and Network Spot Use** When a commercial has been scheduled for both wild spot and network spot use in the same thirteen (13)-week period, the payment will be calculated as a combined wild spot and network spot purchase.

### Examples

1. Advertiser schedules wild spots in the following markets for thirteen (13) weeks:

St. John's	2 units
Halifax	2
Moncton/Saint John	2
Montreal	11
Ottawa	3
Sudbury/Timmins	2
Toronto	17
Kitchener	5
Winnipeg	3
Regina/Moose Jaw	1
Saskatoon	1
Edmonton	3
Calgary	2
Vancouver	6
Total Table A wild spots, 13 week cycle:	60 units

	Year 1	Year 2	Year 3
Principal Performer	\$1289.75	1315.50	1341.75
Silent-On-Camera	862.25	879.55	897.20
Voice-Over	680.60	694.50	708.10
Group Singer	382.65	390.30	398.10
	\$3215.35	3279.65	3345.25

2. The same advertiser schedules spots in the same markets, but as network spots for thirteen (13) weeks: 60 units Table B spots, 13- week cycle.

	Year 1	Year 2	Year 3
Principal Performer	\$1803.70	\$1839.80	\$1876.65
Silent-On-Camera	1205.40	1229.55	1254.20
Voice-Over	903.05	921.10	939.50
Group Singer	483.75	493.40	503.25
	\$4305.60	\$4391.65	\$4479.45

3. Advertiser schedules wild spots in the same markets (60 units) and also cuts in network spots on a program in Ontario markets:

Cut-ins (network spots): 25 units

Original wild spots: 60 units

Total: 60 units, as cut-ins are duplicated, but all 60 units are calculated as network spots (Table B)

4. Advertiser schedules network spots in the same markets (60 units) and adds wild spots in the following markets:

Montreal (F) 14 units

Quebec (F) 3 units

London/Wingham 4 units

Total 21 units

Plus 60 network spots

Total 81 units, all calculated as network spots (Table B)

5. Advertiser schedules wild spots in the same markets as in example 4 (81 units as wild spots) and also cuts in network spots on a program in Edmonton and Calgary.

Result: 5 units of network spots, but as they are already in the wild spot amount, the total is 81 units, all calculated as network spots (Table B).

- 1804 **Wild Spot Commercials** All wild spot commercial fees are payable for each thirteen (13)-week use, and such payment will cover all uses in that period. Payment shall be made in accordance with the rates in the following table.

**1804 Table A: Wild Spot Commercials:**

Year 1: August 05, 2017 to June 30, 2018

Cumulative Payment of Wild Spot Commercials for Once Cycle of 13 Weeks' Use

	Market Unit	Principal	Silent-on Camera	Solo Singer/Voice-Over	Group Singer
	1 – 5	634.95	465.40	310.75	186.15
Vancouver	6	651.65	475.95	322.20	191.80
	7	668.70	486.85	333.10	198.45
	8	685.85	497.50	344.20	204.75
	9	702.60	507.90	354.90	211.20
	10	719.55	518.50	366.05	217.35
Montreal	11	736.55	528.65	376.85	221.55
	12	753.20	539.45	388.05	226.65
	13	770.75	550.55	400.05	230.65
	14	793.05	560.05	410.75	235.50
	15	804.20	571.25	421.40	240.20
	16	821.05	581.80	432.85	244.00
Toronto	17	845.90	592.20	443.70	249.35
	18	862.45	602.70	454.50	253.80
	19	871.25	613.40	465.85	258.00
	20	889.00	623.90	476.80	262.40
	21	905.90	632.30	488.20	267.35
	22	922.90	641.40	499.60	271.55
	23	940.10	650.00	510.35	276.30
	24	956.70	657.50	521.10	281.45
	25	973.40	667.20	533.05	284.65
	26	990.30	676.40	539.20	290.25
	27	1007.75	684.75	546.00	293.40
	28	1024.40	692.95	552.60	297.35
	29	1041.60	702.25	559.30	301.25
	30	1058.85	710.55	566.10	305.35
	31	1071.60	719.55	572.40	309.00
	32	1083.50	728.00	579.50	313.15
	33	1096.85	736.55	586.20	316.75
	34	1109.80	745.30	592.80	321.45
	35	1122.80	753.25	599.45	325.20
	36	1135.60	759.90	604.45	328.70
Global (Ont)	37	1148.05	766.15	609.00	332.85
	38	1161.20	773.50	614.50	336.65
	39	1173.65	779.25	618.50	340.35
	40	1186.65	785.70	623.65	344.70
	41	1195.40	790.00	627.95	347.55
	42	1203.75	798.55	632.95	351.20
	43	1212.30	805.10	637.45	354.05
	44	1221.10	811.55	641.85	357.85
	45	1229.45	817.50	646.95	360.75
	46	1238.60	824.10	651.95	364.70
	47	1247.10	830.60	656.50	367.90
	48	1255.90	836.90	661.30	371.05
	49	1264.45	843.40	666.15	374.25
	50	1273.25	849.65	671.10	377.55
51 and over: add	per unit	1.65	1.26	0.95	0.51
e.g. Global	(Ntl) 73	1311.20	878.63	692.95	389.28

**1804 Table A: Wild Spot Commercials, National TV:**

Year 2: July 2, 2018 to June 30, 2019

Cumulative Payment of Wild Spot Commercials for Once Cycle of 13 Weeks' Use

	Market		Silent-On	Solo Singer/ Voice-Over	Group Singer
	Unit	Principal	Camera		
	1 – 5	647.65	474.70	316.95	189.85
Vancouver	6	664.70	485.45	328.65	195.65
	7	682.05	496.60	339.75	202.40
	8	699.55	507.45	351.10	208.85
	9	716.65	518.05	362.00	215.40
	10	733.95	528.85	373.35	221.70
Montreal	11	751.30	539.20	384.40	226.00
	12	768.25	550.25	395.80	231.20
	13	786.15	561.55	408.05	235.25
	14	808.90	571.25	418.95	240.20
	15	820.30	582.65	429.85	245.00
	16	837.45	593.45	441.50	248.90
Toronto	17	862.80	604.05	452.55	254.35
	18	879.70	614.75	463.60	258.90
	19	888.70	625.65	475.15	263.15
	20	906.80	636.40	486.35	267.65
	21	924.00	644.95	497.95	272.70
	22	941.35	654.25	509.60	277.00
	23	958.90	663.00	520.55	281.85
	24	975.85	670.65	531.50	287.10
	25	992.85	680.55	543.70	290.35
	26	1010.10	689.95	550.00	296.05
	27	1027.90	698.45	556.90	299.25
	28	1044.90	706.80	563.65	303.30
	29	1062.45	716.30	570.50	307.25
	30	1080.05	724.75	577.40	311.45
	31	1093.05	733.95	583.85	315.20
	32	1105.15	742.55	591.10	319.40
	33	1118.80	751.30	597.90	323.10
	34	1132.00	760.20	604.65	327.90
	35	1145.25	768.30	611.45	331.70
	36	1158.30	775.10	616.55	335.25
Global (Ont)	37	1171.00	781.45	621.20	339.50
	38	1184.40	788.95	626.80	343.40
	39	1197.10	794.85	630.85	347.15
	40	1210.40	801.40	636.10	351.60
	41	1219.30	805.80	640.50	354.50
	42	1227.85	814.50	645.60	358.20
	43	1236.55	821.20	650.20	361.15
	44	1245.50	827.80	654.70	365.00
	45	1254.05	833.85	659.90	367.95
	46	1263.35	840.60	665.00	372.00
	47	1272.05	847.20	669.65	375.25
	48	1281.00	853.65	674.55	378.45
	49	1289.75	860.25	679.45	381.75
	50	1298.70	866.65	684.50	385.10
51 and over: add	per unit	1.68	1.29	0.97	0.52
e.g. Global	(Ntl) 73	1337.34	896.32	706.81	397.06

**1804 Table A: Wild Spot Commercials, National TV:**

Year 3: July 1, 2019 to June 30, 2020

Cumulative Payment of Wild Spot Commercials for Once Cycle of 13 Weeks' Use

	Market Unit	Principal	Silent-On Camera	Solo Singer/Voice-Over	Group Singer
	1 – 5	660.60	484.20	323.30	193.65
Vancouver	6	678.00	495.15	335.20	199.55
	7	695.70	506.55	346.55	206.45
	8	713.55	517.60	358.10	213.05
	9	731.00	528.40	369.25	219.70
Montreal	10	748.65	539.45	380.80	226.15
	11	766.35	550.00	392.10	230.50
	12	783.60	561.25	403.70	235.80
	13	801.85	572.80	416.20	239.95
	14	825.10	582.65	427.35	245.00
	15	836.70	594.30	438.45	249.90
	16	854.20	605.30	450.35	253.90
Toronto	17	880.05	616.15	461.60	259.45
	18	897.30	627.05	472.85	264.10
	19	906.45	638.15	484.65	268.40
	20	924.95	649.15	496.10	273.00
	21	942.50	657.85	507.90	278.15
	22	960.20	667.35	519.80	282.55
	23	978.10	676.25	530.95	287.50
	24	995.35	684.05	542.15	292.85
	25	1012.70	694.15	554.55	296.15
	26	1030.30	703.75	561.00	301.95
	27	1048.45	712.40	568.05	305.25
	28	1065.80	720.95	574.90	309.35
	29	1083.70	730.65	581.90	313.40
	30	1101.65	739.25	588.95	317.70
	31	1114.90	748.65	595.55	321.50
	32	1127.25	757.40	602.90	325.80
Global (Ont)	33	1141.20	766.35	609.85	329.55
	34	1154.65	775.40	616.75	334.45
	35	1168.15	783.65	623.70	338.35
	36	1181.45	790.60	628.90	341.95
	37	1194.40	797.10	633.60	346.30
	38	1208.10	804.75	639.35	350.25
	39	1221.05	810.75	643.45	354.10
	40	1234.60	817.45	648.80	358.65
	41	1243.70	821.90	653.30	361.60
	42	1252.40	830.80	658.50	365.35
	43	1261.30	837.60	663.20	368.35
	44	1270.40	844.35	667.80	372.30
	45	1279.15	850.55	673.10	375.30
	46	1288.60	857.40	678.30	379.45
	47	1297.50	864.15	683.05	382.75
	48	1306.60	870.70	688.05	386.00
	49	1315.55	877.45	693.05	389.40
	50	1324.65	884.00	698.20	392.80
51 and over: add	per unit	1.71	1.32	0.99	0.53
e.g. Global	(Ntl) 73	1363.98	914.36	720.97	404.99

**1805 Table B: Network Spot Commercials, National TV**

Year 1: August 05, 2017 to June 30, 2018

Cumulative Payment of Network Spot or Wild Spot and Network Spot Commercials for  
Once Cycle of 13 Weeks' Use

	Market	Unit	Principal	Silent – On Camera	Solo Singer/ Voice-Over	Group Singer
		1 – 5	887.85	651.45	414.30	237.05
Vancouver		6	911.70	665.75	429.25	244.45
		7	935.45	680.55	444.45	252.40
		8	959.70	695.40	459.15	260.25
		9	983.60	710.45	475.10	268.45
		10	1,006.60	724.90	489.50	275.85
Montreal		11	1,030.95	739.50	504.60	281.95
		12	1,054.30	754.25	519.70	288.20
		13	1,077.85	768.50	534.85	294.35
		14	1,102.15	783.80	550.55	300.65
		15	1,125.75	798.50	565.00	306.40
		16	1,149.40	812.45	579.50	312.25
Toronto		17	1,172.85	827.55	594.45	318.85
		18	1,196.95	842.25	609.00	324.60
		19	1,220.05	857.15	623.85	330.15
		20	1,244.10	871.25	639.00	338.65
		21	1,268.35	884.00	652.50	341.85
		22	1,292.40	896.45	667.40	347.05
		23	1,315.60	908.95	682.50	352.00
		24	1,338.90	921.65	696.75	357.45
		25	1,363.20	934.00	711.45	362.95
		26	1,386.50	945.95	720.80	368.20
		27	1,410.10	958.60	730.25	373.45
		28	1,432.60	970.95	739.10	378.55
		29	1,456.35	983.95	748.25	383.35
		30	1,479.65	995.95	757.35	389.10
CTV (Ont)		31	1,498.45	1,008.25	766.10	394.50
		32	1,515.75	1,019.70	774.80	398.75
		33	1,533.55	1,031.85	784.30	403.65
		34	1,552.30	1,040.00	793.00	408.40
		35	1,570.10	1,055.65	802.75	413.35
		36	1,588.15	1,065.30	808.55	418.65
		37	1,606.00	1,074.35	814.55	423.60
		38	1,624.00	1,083.15	820.40	428.50
		39	1,642.55	1,092.05	826.30	433.15
		40	1,660.00	1,101.30	832.75	437.95
		41	1,672.45	1,109.80	838.60	441.50
		42	1,684.00	1,118.50	844.55	446.25
		43	1,696.10	1,127.90	850.20	450.50
		44	1,708.80	1,136.45	856.50	454.45
		45	1,720.35	1,144.40	862.80	458.95
		46	1,733.10	1,153.70	867.95	462.55
		47	1,744.65	1,161.80	874.05	465.85
		48	1,756.30	1,169.90	879.60	470.30
		49	1,768.80	1,179.40	885.20	473.25
		50	1,780.70	1,187.80	891.45	477.65
51 and over: add per unit			2.30	1.76	1.16	.61
e.g. CBC, CTV, Global 84			1858.90	1247.64	930.89	498.39

**1805 Table B: Network Spot Commercials, National TV**

Year 2: July 01, 2018 to June 30, 2019

Cumulative Payment of Network Spot or Wild Spot and Network Spot Commercials for Once Cycle of 13 Weeks' Use

	Market	Principal	Silent – On Camera	Solo Singer/ Voice-Over	Group Singer
	Unit				
	1 – 5	905.60	664.50	422.60	241.80
Vancouver	6	929.95	679.05	437.85	249.35
	7	954.15	694.15	453.35	257.45
	8	978.90	709.30	468.35	265.45
	9	1,003.25	724.65	484.60	273.80
	10	1,026.75	739.40	499.30	281.35
Montreal	11	1,051.55	754.30	514.70	287.60
	12	1,075.40	769.35	530.10	293.95
	13	1,099.40	783.85	545.55	300.25
	14	1,124.20	799.50	561.55	306.65
	15	1,148.25	814.45	576.30	312.55
	16	1,172.40	828.70	591.10	318.50
Toronto	17	1,196.30	844.10	606.35	325.25
	18	1,220.90	859.10	621.20	331.10
	19	1,244.45	874.30	636.35	336.75
	20	1,269.00	888.70	651.80	345.40
	21	1,293.70	901.70	665.55	348.70
	22	1,318.25	914.40	680.75	354.00
	23	1,341.90	927.15	696.15	359.05
	24	1,365.70	940.10	710.70	364.60
	25	1,390.45	952.70	725.70	370.20
	26	1,414.25	964.85	735.20	375.55
	27	1,438.30	977.75	744.85	380.90
	28	1,461.25	990.35	753.90	386.10
	29	1,485.50	1,003.65	763.20	391.00
	30	1,509.25	1,015.85	772.50	396.90
CTV (Ont)	31	1,528.40	1,028.40	781.40	402.40
	32	1,546.05	1,040.10	790.30	406.75
	33	1,564.20	1,052.50	800.00	411.70
	34	1,583.35	1,060.80	808.85	416.55
	35	1,601.50	1,076.75	818.80	421.60
	36	1,619.90	1,086.60	824.70	427.00
	37	1,638.10	1,095.85	830.85	432.05
	38	1,656.50	1,104.80	836.80	437.05
	39	1,675.40	1,113.90	842.85	441.80
	40	1,693.20	1,123.35	849.40	446.70
	41	1,705.90	1,132.00	855.35	450.35
	42	1,717.70	1,140.85	861.45	455.20
	43	1,730.00	1,150.45	867.20	459.50
	44	1,743.00	1,159.20	873.65	463.55
	45	1,754.75	1,167.30	880.05	468.15
	46	1,767.75	1,176.75	885.30	471.80
	47	1,779.55	1,185.05	891.55	475.15
	48	1,791.45	1,193.30	897.20	479.70
	49	1,804.20	1,203.00	902.90	482.70
	50	1,816.30	1,211.55	909.30	487.20
51 and over: add per unit		2.35	1.80	1.18	0.62
e.g. CBC, CTV, Global 84		1896.20	1272.75	949.42	508.28

**1805 Table B: Network Spot Commercials, National TV**

Year 3: July 1, 2019 to June 30, 2020

Cumulative Payment of Network Spot or Wild Spot and Network Spot Commercials for Once Cycle of 13 Weeks' Use

	Market	Unit	Principal	Silent – On Camera	Solo Singer/ Voice-Over	Group Singer
		1-5	923.70	677.80	431.05	246.65
Vancouver		6	948.55	692.65	446.60	254.35
		7	973.25	708.05	462.40	262.60
		8	998.50	723.50	477.70	270.75
		9	1,023.30	739.15	494.30	279.30
		10	1,047.30	754.20	509.30	287.00
Montreal		11	1,072.60	769.40	525.00	293.35
		12	1,096.90	784.75	540.70	299.85
		13	1,121.40	799.55	556.45	306.25
		14	1,146.70	815.50	572.80	312.80
		15	1,171.20	830.75	587.85	318.80
		16	1,195.85	845.25	602.90	324.85
Toronto		17	1,220.25	861.00	618.50	331.75
		18	1,245.30	876.30	633.60	337.70
		19	1,269.35	891.80	649.10	343.50
		20	1,294.40	906.45	664.85	352.30
		21	1,319.55	919.75	678.85	355.65
		22	1,344.60	932.70	694.35	361.10
		23	1,368.75	945.70	710.05	366.25
		24	1,393.00	958.90	724.90	371.90
		25	1,418.25	971.75	740.20	377.60
		26	1,442.55	984.15	749.90	383.05
		27	1,467.05	997.30	759.75	388.50
		28	1,490.50	1,010.15	769.00	393.80
		29	1,515.20	1,023.70	778.45	398.80
		30	1,539.45	1,036.15	787.95	404.85
CTV (Ont)		31	1,558.95	1,048.95	797.05	410.45
		32	1,576.95	1,060.90	806.10	414.90
		33	1,595.50	1,073.55	816.00	419.95
		34	1,615.00	1,082.00	825.05	424.90
		35	1,633.55	1,098.30	835.20	430.05
		36	1,652.30	1,108.35	841.20	435.55
		37	1,670.85	1,117.75	847.45	440.70
		38	1,689.65	1,126.90	853.55	445.80
		39	1,708.90	1,136.20	859.70	450.65
		40	1,727.05	1,145.80	866.40	455.65
		41	1,740.00	1,154.65	872.45	459.35
		42	1,752.05	1,163.65	878.70	464.30
		43	1,764.60	1,173.45	884.55	468.70
		44	1,777.85	1,182.40	891.10	472.80
		45	1,789.85	1,190.65	897.65	477.50
		46	1,803.10	1,200.30	903.00	481.25
		47	1,815.15	1,208.75	909.40	484.65
		48	1,827.30	1,217.15	915.15	489.30
		49	1,840.30	1,227.05	920.95	492.35
		50	1,852.65	1,235.80	927.50	496.95
51 and over: add per unit			2.40	1.84	1.20	0.63
e.g. CBC, CTV, Global 84			1934.25	1298.36	968.30	518.37

**1806 Program Commercials** All program commercials are payable for each thirteen (13)-week cycle of use, and each use of the commercial within that cycle shall be paid for in accordance with the rates in Article 1807, Table D, and Article 1808, Table E, unless the prepayment is paid in accordance with Table C herein.

- (a) **Minimum Guarantee per Cycle** For each cycle of use of a program commercial (non-prime-time or prime-time), exclusive of the first cycle, there shall be a prepaid minimum guaranteed payment to each Performer to whom residual payments are applicable of no less than an amount equal to three (3) prime-time occasions at eighty (80) units (see Article 1807, Table D). Subsequent use payments within the cycle, calculated in accordance with Article 1806(c) or Table D or E in Article 1807 or 1808, may be credited against such minimum guarantee at the end of the cycle.
- (b) **Broadcast Lag** In the case of program commercials where all broadcasts of the same episode do not occur at the same date and time on all stations, the advertising agency shall file with ACTRA a declaration that lists the markets involved in such a situation. It shall be deemed that one play of a given commercial within a given program on all such stations shall constitute one (1) use of such commercial, and it shall be paid as a single use based on the total cumulative unit weight of all the markets concerned.
- (c) **Prepayment of Program Commercial for One Cycle of Thirteen (13) Weeks' Use** The following prepayment table (Table C) has been calculated using twelve (12) uses as the maximum figure for each Performer category and for each unit grouping in the prime-time program table.

To apply the prepayment principle to a cycle, it will be necessary to state the markets used for each of the uses (uses may be prime-time or non-prime-time) in the thirteen (13)-week cycle, showing the total number of units per each such use. The highest number of units in the cycle will then be used as the prepayment weight level for the cycle. The corresponding dollar figure in Table C shall then be applied per Performer category. It is imperative that when an advertiser takes the option to use the following prepayment table, declaration of use and payment for the entire cycle must be made in one lump sum within twenty-one (21) calendar days of the beginning of the cycle. In the event that additional units are added during the thirteen (13)-week cycle, the required upgrade payments will be made at the end of the cycle.

- (d) **No Combined Spot and Program Rate** In the event that a commercial is used both as a spot and as a program commercial, the Performer shall be paid separately, as provided herein, for each kind of use.
- (e) **Live Broadcasts** In the event that a program commercial is used in a live broadcast that occurs in prime time in one part of Canada and in non-prime time in another part of Canada, residual fees shall be calculated at prime-time rates for the full market unit value of the use.

**Table C: Program Commercials, National TV****Year 1:** August 05, 2017 to June 30, 2018

Prepayment Fees for One Cycle of 13 Weeks' Program Use

<b>Market Units</b>	<b>Principal</b>	<b>Silent-On Camera</b>	<b>Solo-Singer/Voice Over</b>	<b>Group Singer</b>
0 – 51	\$2353.85	\$1,495.40	\$1,272.85	\$1018.15
52 – 81	2499.45	1,622.50	1,400.10	1,1081.30
82 – 111	2799.90	1,749.95	1,495.40	1,177.15
112 +	3022.65	1,845.20	1,622.45	1,272.85

**Year 2:** July 1, 2018 to June 30, 2019

Prepayment Fees for One Cycle of 13 Weeks' Program Use

<b>Market Units</b>	<b>Principal</b>	<b>Silent-On Camera</b>	<b>Solo-Singer/Voice Over</b>	<b>Group Singer</b>
0 – 51	\$2,400.95	\$1,525.30	\$1,298.30	\$1038.50
52 – 81	2,549.45	1,654.95	1,428.10	1,102.95
82 – 111	2,855.90	1,784.95	1,525.30	1,200.70
112 +	3083.10	1,882.10	1,654.90	1,298.30

**Year 3:** July 1, 2019 to June 30, 2020

Prepayment Fees for One Cycle of 13 Weeks' Program Use

<b>Market Units</b>	<b>Principal</b>	<b>Silent-On Camera</b>	<b>Solo-Singer/Voice Over</b>	<b>Group Singer</b>
0 – 51	\$2,448.95	\$1,555.80	\$1,324.25	\$1059.25
52 – 81	2,600.45	1,688.05	1,456.65	1,1125.00
82 – 111	2,913.00	1,820.65	1,555.80	1,224.70
112 +	3144.75	1,919.75	1,688.00	1,324.25

**1807 Table D: Program, Commercials, National TV**

Year 1: August 05, 2017 to June 30, 2018

Per Use Payment (Cumulative Units) of Prime Time (7:00 pm – 11:00 pm) Program  
Commercials

Market Unit	Principal	SOC	Solo Singer/ Voice-Over	Group Singer
1 – 5	78.60	50.35	50.35	35.95
6	85.00	54.10	53.65	38.10
7	92.45	57.80	56.70	40.90
8	98.65	62.00	59.75	43.20
9	105.25	65.40	63.10	45.80
10	112.00	69.20	65.90	48.25
11	116.50	72.85	68.50	50.35
12	121.40	75.90	70.60	52.20
13	126.50	78.85	73.05	54.10
14	131.05	81.65	75.05	56.25
15	135.65	85.30	77.80	57.85
16	140.60	88.25	79.15	59.75
17	145.10	90.85	81.30	62.00
18	150.35	94.05	83.40	63.85
19	154.85	96.95	85.00	65.40
20	159.75	99.70	86.85	67.30
21	162.25	101.40	88.70	68.50
22	165.50	102.35	90.20	69.25
23	168.55	104.45	91.80	70.45
24	171.05	106.00	93.20	71.15
25	174.05	107.55	95.10	72.65
26	176.85	109.35	96.45	73.15
27	179.80	110.60	97.05	74.20
28	182.55	112.35	98.65	75.05
29	185.55	113.70	99.75	76.00
30	188.30	116.10	101.55	77.00
31	189.35	116.50	101.90	78.15
32	191.00	117.95	103.00	78.90
33	192.10	119.25	104.10	79.95
34	193.10	120.60	105.05	80.65
35	194.65	122.05	106.00	81.45
36	196.25	122.90	107.00	82.80
37	197.30	123.75	107.25	83.40
38	198.50	125.40	107.60	83.65
39	199.95	125.80	108.20	83.80
40	201.15	126.90	109.35	85.00
41	201.95	127.50	109.80	85.70
42	203.15	128.90	110.60	86.10
43	203.80	129.20	111.30	86.85
44	204.95	130.90	111.60	87.75
45	205.70	131.20	112.20	88.25
46	207.25	132.25	113.00	88.70
47	207.60	132.40	113.40	88.95
48	208.80	133.10	114.35	89.45
49	209.55	133.75	114.75	89.55
50	210.65	134.55	116.10	89.80
51 and over: add per unit	0.69	0.47	0.40	0.33

**1807 Table D: Program, Commercials, National TV**

Year 2: July 01, 2018 to June 30, 2019

Per Use Payment (Cumulative Units) of Prime Time (7:00 pm – 11:00 pm) Program Commercials

Market Unit	Principal	SOC	Solo Singer/ Voice-Over	Group Singer
1 – 5	80.15	51.35	51.35	36.65
6	86.70	55.20	54.70	38.85
7	94.30	58.95	57.85	41.70
8	100.60	63.25	60.95	44.05
9	107.35	66.70	64.35	46.70
10	114.25	70.60	67.20	49.20
11	118.85	74.30	69.85	51.35
12	123.85	77.40	72.00	53.25
13	129.05	80.45	74.50	55.20
14	133.65	83.30	76.55	57.40
15	138.35	87.00	79.35	59.00
16	143.40	90.00	80.75	60.95
17	148.00	92.65	82.95	63.25
18	153.35	95.95	85.05	65.15
19	157.95	98.90	86.70	66.70
20	162.95	101.70	88.60	68.65
21	165.50	103.45	90.45	69.85
22	168.80	104.40	92.00	70.65
23	171.90	106.55	93.65	71.85
24	174.45	108.10	95.05	72.55
25	177.55	109.70	97.00	74.10
26	180.40	111.55	98.40	74.60
27	183.40	112.80	99.00	75.70
28	186.20	114.60	100.60	76.55
29	189.25	115.95	101.75	77.50
30	192.05	118.40	103.60	78.55
31	193.15	118.85	103.95	79.70
32	194.80	120.30	105.05	80.50
33	195.95	121.65	106.20	81.55
34	196.95	123.00	107.15	82.25
35	198.55	124.50	108.10	83.10
36	200.20	125.35	109.15	84.45
37	201.25	126.25	109.40	85.05
38	202.45	127.90	109.75	85.30
39	203.95	128.30	110.35	85.50
40	205.15	129.45	111.55	86.70
41	206.00	130.05	112.00	87.40
42	207.20	131.50	112.80	87.80
43	207.90	131.80	113.55	88.60
44	209.05	133.50	113.85	89.50
45	209.80	133.80	114.45	90.00
46	211.40	134.90	115.25	90.45
47	211.75	135.05	115.65	90.75
48	213.00	135.75	116.65	91.25
49	213.75	136.45	117.05	91.35
50	214.85	137.25	118.40	91.60
51 and over: add per unit	0.70	0.48	0.41	0.34

**1807 Table D: Program, Commercials, National TV**

Year 3: July 01, 2019 to June 30, 2020

Per Use Payment (Cumulative Units) of Prime Time (7:00 pm – 11:00 pm) Program  
Commercials

Market Unit	Principal	SOC	Solo Singer/ Voice-Over	Group Singer
1 – 5	81.75	52.40	52.40	37.40
6	88.45	56.30	55.80	39.65
7	96.20	60.15	59.00	42.55
8	102.60	64.50	62.15	44.95
9	109.50	68.05	65.65	47.65
10	116.55	72.00	68.55	50.20
11	121.25	75.80	71.25	52.40
12	126.35	78.95	73.45	54.30
13	131.65	82.05	76.00	56.30
14	136.30	84.95	78.10	58.55
15	141.10	88.75	80.95	60.20
16	146.25	91.80	82.35	62.15
17	150.95	94.50	84.60	64.50
18	156.40	97.85	86.75	66.45
19	161.10	100.90	88.45	68.05
20	166.20	103.75	90.35	70.00
21	168.80	105.50	92.25	71.25
22	172.20	106.50	93.85	72.05
23	175.35	108.70	95.50	73.30
24	177.95	110.25	96.95	74.00
25	181.10	111.90	98.95	75.60
26	184.00	113.80	100.35	76.10
27	187.05	115.05	101.00	77.20
28	189.90	116.90	102.60	78.10
29	193.05	118.25	103.80	79.05
30	195.90	120.75	105.65	80.10
31	197.00	121.25	106.05	81.30
32	198.70	122.70	107.15	82.10
33	199.85	124.10	108.30	83.20
34	200.90	125.45	109.30	83.90
35	202.50	127.00	110.25	84.75
36	204.20	127.85	111.35	86.15
37	205.30	128.80	111.60	86.75
38	206.50	130.45	111.95	87.00
39	208.05	130.85	112.55	87.20
40	209.25	132.05	113.80	88.45
41	210.10	132.65	114.25	89.15
42	211.35	134.15	115.05	89.55
43	212.05	134.45	115.80	90.35
44	213.25	136.15	116.15	91.30
45	214.00	136.50	116.75	91.80
46	215.65	137.60	117.55	92.25
47	216.00	137.75	117.95	92.55
48	217.25	138.45	119.00	93.10
49	218.05	139.20	119.40	93.20
50	219.15	140.00	120.75	93.45
51 and over: add per unit	0.71	0.49	0.42	0.35

**1808 Table E: Program, Commercials, National TV**

Year 1: August 05, 2017 to June 30, 2018

Per Use Payment (Cumulative Units) of Non-Prime-Time Program Commercials

Market Unit	Principal	SOC	Solo Singer/ Voice-Over	Group Singer
1- 5	39.75	25.35	25.05	17.60
6	43.00	27.60	26.80	19.40
7	45.95	29.10	28.75	20.70
8	49.60	31.20	30.40	22.00
9	53.40	33.60	32.40	23.50
10	56.70	35.75	33.70	24.35
11	59.15	36.90	34.90	25.85
12	61.60	38.40	36.10	26.90
13	64.05	39.95	37.15	27.80
14	66.70	41.00	37.65	28.80
15	68.60	42.75	39.10	30.20
16	71.15	44.10	40.40	30.60
17	73.70	45.75	41.00	31.20
18	76.05	46.95	42.70	32.40
19	78.55	48.15	43.40	32.90
20	81.25	49.50	44.80	33.60
21	82.45	50.50	45.15	34.05
22	83.50	51.80	45.85	34.90
23	85.00	52.40	46.95	35.75
24	86.15	53.90	47.55	36.10
25	87.80	54.60	47.90	37.15
26	89.45	55.70	48.85	37.25
27	90.55	56.70	49.45	37.45
28	92.45	57.85	50.00	37.65
29	93.25	58.75	50.75	38.40
30	95.05	59.85	51.75	38.85
31	95.40	60.15	51.90	39.10
32	96.45	60.80	52.20	39.85
33	97.00	61.30	52.40	40.15
34	97.60	61.75	53.40	40.40
35	98.15	62.05	53.65	40.85
36	98.90	62.20	53.85	40.90
37	99.70	62.75	54.10	41.00
38	100.10	63.75	54.55	41.35
39	101.30	64.05	54.70	41.80
40	101.85	64.20	55.60	42.20
41	102.20	64.65	55.65	42.65
42	102.35	65.15	56.10	42.70
43	103.00	65.40	56.25	42.95
44	103.10	65.45	56.45	43.00
45	103.45	66.65	56.70	43.20
46	104.10	66.80	56.75	43.40
47	104.45	66.95	57.20	43.50
48	104.95	67.15	57.25	44.10
49	105.05	67.30	57.45	44.55
50	105.50	68.35	57.85	44.70
51 and over: add per unit	0.40	0.15	0.15	0.11

**1808 Table E: Program, Commercials, National TV**

Year 2: July 1, 2018 to June 30, 2019

Per Use Payment (Cumulative Units) of Non-Prime-Time Program Commercials

Market Unit	Principal	SOC	Solo Singer/ Voice-Over	Group Singer
1 – 5	40.55	25.85	25.55	17.95
6	43.85	28.15	27.35	19.80
7	46.85	29.70	29.35	21.10
8	50.60	31.80	31.00	22.45
9	54.45	34.25	33.05	23.95
10	57.85	36.45	34.35	24.85
11	60.35	37.65	35.60	26.35
12	62.85	39.15	36.80	27.45
13	65.35	40.75	37.90	28.35
14	68.05	41.80	38.40	29.40
15	69.95	43.60	39.90	30.80
16	72.55	45.00	41.20	31.20
17	75.15	46.65	41.80	31.80
18	77.55	47.90	43.55	33.05
19	80.10	49.10	44.25	33.55
20	82.90	50.50	45.70	34.25
21	84.10	51.50	46.05	34.75
22	85.15	52.85	46.75	35.60
23	86.70	53.45	47.90	36.45
24	87.85	55.00	48.50	36.80
25	89.55	55.70	48.85	37.90
26	91.25	56.80	49.85	38.00
27	92.35	57.85	50.45	38.20
28	94.30	59.00	51.00	38.40
29	95.10	59.95	51.75	39.15
30	96.95	61.05	52.80	39.65
31	97.30	61.35	52.95	39.90
32	98.40	62.00	53.25	40.65
33	98.95	62.55	53.45	40.95
34	99.55	63.00	54.45	41.20
35	100.10	63.30	54.70	41.65
36	100.90	63.45	54.95	41.70
37	101.70	64.00	55.20	41.80
38	102.10	65.05	55.65	42.20
39	103.35	65.35	55.80	42.65
40	103.90	65.50	56.70	43.05
41	104.25	65.95	56.75	43.50
42	104.40	66.45	57.20	43.55
43	105.05	66.70	57.40	43.80
44	105.15	66.75	57.60	43.85
45	105.50	68.00	57.85	44.05
46	106.20	68.15	57.90	44.25
47	106.55	68.30	58.35	44.35
48	107.05	68.50	58.40	45.00
49	107.15	68.65	58.60	45.45
50	107.60	69.70	59.00	45.60
51 and over: add per unit	0.41	0.15	0.15	0.11

**1808 Table E: Program, Commercials, National TV**

Year 3: July 1, 2018 to June 30, 2019

Per Use Payment (Cumulative Units) of Non-Prime-Time Program Commercials

Market Unit	Principal	SOC	Solo Singer/ Voice-Over	Group Singer
1 – 5	41.35	26.35	26.05	18.30
6	44.75	28.70	27.90	20.20
7	47.80	30.30	29.95	21.50
8	51.60	32.45	31.60	22.90
9	55.55	34.95	33.70	24.45
10	59.00	37.20	35.05	25.35
11	61.55	38.40	36.30	26.90
12	64.10	39.95	37.55	28.00
13	66.65	41.55	38.65	28.90
14	69.40	42.65	39.15	30.00
15	71.35	44.45	40.70	31.40
16	74.00	45.90	42.00	31.80
17	76.65	47.60	42.65	32.45
18	79.10	48.85	44.40	33.70
19	81.70	50.10	45.15	34.20
20	84.55	51.50	46.60	34.95
21	85.80	52.55	46.95	35.45
22	86.85	53.90	47.70	36.30
23	88.45	54.50	48.85	37.20
24	89.60	56.10	49.45	37.55
25	91.35	56.80	49.85	38.65
26	93.10	57.95	50.85	38.75
27	94.20	59.00	51.45	38.95
28	96.20	60.20	52.00	39.15
29	97.00	61.15	52.80	39.95
30	98.90	62.25	53.85	40.45
31	99.25	62.60	54.00	40.70
32	100.35	63.25	54.30	41.45
33	100.95	63.80	54.50	41.75
34	101.55	64.25	55.55	42.00
35	102.10	64.55	55.80	42.50
36	102.90	64.70	56.05	42.55
37	103.75	65.30	56.30	42.65
38	104.15	66.35	56.75	43.05
39	105.40	66.65	56.90	43.50
40	106.00	66.80	57.85	43.90
41	106.35	67.25	57.90	44.35
42	106.50	67.80	58.35	44.40
43	107.15	68.05	58.55	44.70
44	107.25	68.10	58.75	44.75
45	107.60	69.35	59.00	44.95
46	108.30	69.50	59.05	45.15
47	108.70	69.65	59.50	45.25
48	109.20	69.85	59.55	45.90
49	109.30	70.00	59.75	46.35
50	109.75	71.10	60.20	46.50
51 and over: add per unit	0.42	0.15	0.15	0.11

**1809 Billboards** Where Voice-Over Performers are engaged, the Performer shall be paid Session Fees as follows:

- minimum Session Fee **\$585.50/\$597.00/\$609.00**  
or
- Session Fee of **\$164.50/\$168.00/\$171.50** for each segment of a billboard as defined in Article 404, whichever is greater.

Where a Principal Performer is engaged in a billboard or segment of a billboard as defined in Article 404, the Performer shall be paid Session Fees as follows:

- minimum Session Fee **\$802.50/\$818.50/\$835.00**  
or
- Session Fee of **\$240.50/\$245.50/\$250.50** for each segment, whichever is the greater.

A program introduction, cross-plug and sign-off, taken together for the purpose of computing residual fees, shall be deemed the equivalent of a single commercial and shall be paid as one commercial.

An Engager making residual payments for the use of a program introduction shall also have the right to alternate use of the sign-off and cross-plug within the same cycle, and vice versa. Residual fees payable to Performers engaged in a billboard shall be calculated using Table D or Table E (program use).

In any cycle during which a billboard is being used, if either the opening, closing or cross-plug is remade using the services of the same Performer who appeared in the original, the Performer shall be paid the session payment for his/her services in making such new opening, closing or cross-plug, and it may be substituted for the original during the remainder of the current cycle. (Note also Article 1813.)

Performers involved in the production of billboards shall be paid use fees as per Articles 1806, 1807 and 1808.

**1810 French/English Commercials**

- (a) The broadcasting of a commercial post-synchronized in a second language shall amount to the creation of a new commercial with respect to on-camera Performers, except for conditions specifically provided herein.

- (b) When an English-language commercial is transformed into a French commercial through the addition of a French voice-over, provided that the on-camera changes are limited to package change only, the Silent-On-Camera Performers in the commercial will be paid the additional market rate in the ACTRA Agreement.
- (c) A Voice-Over Performer on an English-language commercial originally made under Uda jurisdiction or a Voice-Over Performer on a French-language commercial originally made under ACTRA jurisdiction shall be paid as a Principal Performer.

**(d) Double-Language Commercials**

- (i) The casting breakdown will be written in English for all auditions requiring ACTRA Performers. The Engager may not audition ACTRA Performers for Background categories unless the Engager has notified ACTRA in advance of such requirement. As well, such notification shall be given on the casting breakdown.
- (ii) (When a commercial is made for use in both languages without on-camera Performers, the English Voice-Over performance will be paid under the ACTRA Agreement.
- (iii) When a commercial is made in both languages and the on-camera performance has been recorded outside Canada, the English Voice-Over will be paid as a Principal Performer under the ACTRA Agreement.
- (iv) When a commercial is produced in both French and English, with unchanged on-camera performances and no changes except for changes in the language of written material, package and signs, the Silent-On-Camera and Background Performers who are both ACTRA- and Uda-qualified Performers will be paid only under the ACTRA Agreement if the commercial is made in Toronto or other primarily English-speaking centres in Canada, and only under Uda if it is made in Montreal or other primarily French-speaking centres in Canada.

ACTRA and ACA/ICA will commit to ongoing meetings with Uda regarding double shoots in Canada on order to make National Commercials more financially viable.

- (v) When both-language versions are produced, any other changes in the on-camera portion of a commercial, except as herein provided,

shall result in separate commercials and will be paid as such, the English version under ACTRA, and the French version under Uda. When a Performer appears in both versions, the Performer will be paid fifty percent (50%) of the rates specified in the ACTRA Agreement for night work, travel time, wardrobe, preproduction rehearsal and meal penalties. Any additional work time, overtime and recall fees incurred will be paid at one hundred percent (100%) of the rates provided for in the ACTRA Agreement.

### **Example for Call/Finish Times**

When a Performer is signing an ACTRA contract for the English version and a Uda contract for the French version, the call time for both contracts must be the same; however, the finish times may vary. For instance, the English (ACTRA) version begins shooting at 9:00 a.m. and finish time is 9:00 p.m. The French (Uda) version begins shooting at 10:00 a.m. and finish time is 10:00 p.m. The call time for both contracts shall be 9:00 a.m., notwithstanding that the finish time may be different for each contract.

- (vi) Where a Performer uses both languages in a commercial, his/her union affiliation will determine jurisdiction, except when the Performer is a member of both ACTRA and Uda, in which case the union first joined will determine jurisdiction.

ICA/ACA and ACTRA will commit to on-going meetings with Uda regarding double shoots in Canada in order to make national commercials more financially viable.

- 1811 Other Languages** The Parties agree to establish a joint committee to monitor and research, as appropriate, developments as they pertain to this Pilot Project. Accident on Set Insurance is payable on the voice recording session for commercials transformed into languages other than English and French.

No Contract Service Fees shall be payable for commercials produced under this Pilot Project. Terms and conditions of the NCA will apply to all other fees.

- (a) The union jurisdiction applicable to commercials produced in a language other than English or French (e.g., Italian, German, Greek, etc.) for use in Canada shall be determined by the Reciprocal Agreement between ACTRA and Uda.

- (b) Performers engaged in commercials under the jurisdiction of ACTRA shall be qualified, contracted and paid in accordance with this Agreement. When a commercial is dubbed into another language(s) version, the on-camera Performers shall be compensated, regardless of the number of additional languages, for one (1) additional Session Fee and one (1) additional residual fee per the grid below.
- (c) When a commercial produced under the terms of this Agreement is transformed into another language version (other than French) through the addition of a voice-over in that language, the Silent- On-Camera Performers in the commercial shall be paid additional residual fees in accordance with the unit value of the additional markets, if any, in which the commercial is used.
- (d) Session and residual fees for Voice-Over Performers include the first (1st) and second (2nd) language versions per commercial.
- (e) If it is not possible to secure the talent required by the Engager from among ACTRA members, the work permit fees for apprentice members and non-ACTRA Performers shall cost, per commercial, **\$43.75** for apprentice members and **\$52.50** for non-ACTRA Performers.

### Session and Hourly Work Time Fees

Performance Category	Year	Session Fee	Hourly Work Time Fee	Included Work Time
Principal/Solo Singer (on camera)	1	\$407.00	\$50.00	8
	2	415.10	51.00	8
	3	423.40	52.00	8
Silent on Camera/Demonstrator	1	387.40	50.00	8
	2	395.10	51.00	8
	3	403.00	52.00	8
Voice-Over/Solo Singer	1	129.20	50.00	4
	2	131.80	51.00	4
	3	134.40	52.00	4
Group Singer	1	77.30	50.00	1
	2	78.80	51.00	1
	3	80.40	52.00	1
Background Performer (no residuals)	1	161.70		
	2	164.90		
	3	168.20		

**Additional Work Time and Overtime**

	<b>Year</b>	<b>Additional Work Time</b>	<b>Overtime</b>
	1	\$60.40	\$65.70
All Performance	2	61.60	67.00
Categories	3	62.80	68.30

For clarification of Additional Work Time and Overtime, see Articles A1205 and A1206.

**Recall and Preproduction Rehearsal Fees**

<b>Performance Category</b>	<b>Year</b>	<b>Fee</b>	<b>Included Work Time</b>
	1	\$201.30	4
Principal/Solo Singer (on camera)	2	205.30	4
	3	209.40	4
	1	194.10	4
Silent on Camera/Demonstrator	2	198.00	4
	3	202.00	4
	1	64.70	2
Voice-Over/Solo Singer	2	66.00	2
	3	67.30	2
	1	39.10	1
Group Singer	2	39.90	1
	3	40.70	1
	1	79.20	4
Background Performer	2	80.80	4
	3	82.40	4

**Residual Fees**

<b>Performance Category</b>	<b>Year</b>	<b>Fee</b>
Principal/Solo Singer (on camera)	1	\$298.10
	2	304.10
	3	310.20
Silent on Camera/Demonstrator	1	287.10
	2	292.80
	3	298.70
Voice-Over/Solo Singer (off camera)	1	200.20
	2	204.20
	3	208.30
Group Singer	1	120.20
	2	122.60
	3	125.10

**1812 Live Commercials** The production of a live commercial or series of live commercials shall be considered an Extraordinary Circumstance. See Article 106.

**1813 Dormancy** When a commercial is not broadcast within twenty-six (26) weeks plus one (1) business day of either the date of production (i.e., the date of the last work session, excluding any voice-over session) or the end of the previous cycle of use, then the commercial shall be deemed unusable and shall be called a “dead” commercial.

The Engager must either

- (a) release Performers in residual categories, in writing, from their commitments to the Engager (a copy of this letter must also be faxed to ACTRA),
- or
- (b) make a payment to each Performer in residual categories in the commercial, equal to not less than the Performer’s contracted Session Fee. Such payment shall be known as a dormancy fee, and is paid to each residual Performer within twenty-one (21) calendar days of the expiry date of a period of twenty-six (26) weeks plus one (1) business day, and which payment will permit the Engager to broadcast the commercial within a further period of twenty-six (26) weeks plus one (1) business day. Applicable residual fees shall be paid to Performers if the

commercial is broadcast within the period of extended use of twenty-six (26) weeks plus one (1) business day.

- (c) In the event that the Engager does not make payment within the required period(s) in order to retain the use rights to a commercial, then the commercial may not be reactivated without prior written consent from the Performers in residual categories and upon payment to each such Performer of not less than the Performer's contracted Session Fee for each period of twenty-six (26) weeks plus one (1) business day in which the dormancy fees should have been made, in addition to the appropriate residual fees.
- (d) A commercial that has been dormant for a year may be reactivated upon the consent of the Performers and payment of a maximum of two dormancy fees. A commercial that has continued dormant for up to five (5) additional years beyond the initial year of dormancy may be reactivated with the Performers' consent and payment of a maximum of one (1) dormancy fee per year to a maximum of seven (7) dormancy fees.
- (e) **Foreign Use** A dead commercial may be reactivated for foreign (not U.S.) use upon consent of the Performers and payment of a single dormancy fee, plus the applicable residual fee provided for in Article 2405.
- (f) **Seasonal Commercial** In the case of a commercial requiring seasonal production (i.e., dependent on weather or climate) or a seasonal commercial as defined in Article 1816, the applicable time period shall be thirty-nine (39) weeks plus one (1) business day from the date of production or from the end of the previous cycle of use.

In the event that a Performer cannot be contacted through due diligence of the Engager and of ACTRA, then monies that may be required to be paid to the Performer pursuant to this Article shall be deposited by the Engager in trust with the ACTRA Performers' Rights Society ("ACTRA PRS") for such Performer.

Such monies shall be based upon the Performer's original contracted fees, calculated pursuant to the Agreement current at the time of reactivation of the commercial. The monies shall be held in trust by ACTRA PRS pursuant to its objects and bylaws. In the event that the Performer is subsequently located, then monies held in trust for the Performer by ACTRA PRS shall be paid to the Performer, and the Performer shall be precluded from negotiating fees for such reactivation above the amounts held in trust.

- 1814 Maximum Period of Use and Reuse of Commercials** Except for seasonal commercials as provided for herein, the maximum period during which a commercial may be used shall not be more than eighteen (18) months from the date of first use or eighteen (18) months from a date six (6) months after the date of completion of principal photography, whichever date is earlier.

The period of time during which a commercial may be used as stated above may be renewed for an equivalent period of time, unless any on-camera residual Performer or Voice-Over announcer engaged in such commercial gives written notice by mail, not less than sixty (60) days prior to the expiration of such period of time, to the advertising agency named in his/her engagement contract, at the address shown in such contract, of such Performer's election not to grant such right of renewed use. If no advertising agency is named, notice may be given to the sponsor named in the engagement contract.

Similar renewals for successive equivalent periods of time may be granted unless any on-camera residual Performer or Voice-Over announcer, not less than sixty (60) days prior to the expiration of any renewal period of use, has given written notice of election not to grant such right of renewal as hereinbefore provided. No person shall have the right to use or reuse any commercial after the expiration of the original or any renewal period if any on-camera residual Performer or Voice-Over announcer engaged therein shall have given notice of such Performer's election not to grant such right of renewed use, as herein provided.

No commercial shall be automatically renewed for an additional period of use if any default or delinquency exists in the payment of reuse fees. Within the overall period of permitted use, the cycles during which the commercial is used and during which payment for use is made need not be consecutive.

- 1815 Release of Performers When Use Terminates** If, during the original or any renewal period of use, the Engager decides to terminate the use of a commercial, the Engager will be obligated to advise the Performers in writing, along with a fax copy of this letter to ACTRA, of release from their commitments to the Engager. It is agreed that any on-camera residual Performer or Voice-Over announcer, during the original or any renewal period of use, may at any time have the right to contact the Engager to determine possible future use of a commercial in which the Performer has appeared.

- 1816 **Seasonal Commercial** is a commercial that is especially related to a particular season of the year, such as Christmas, June bride, Valentine's Day, snow tire or spring changeover commercials, etc. (See Article 1813 [f])

All the terms and conditions of this Agreement shall apply to seasonal commercials, except that if such commercial is used in only one (1) thirteen (13)-week cycle in each season, the maximum period of permissible use, for Performers in residual categories only, shall be two (2) consecutive seasons. However, the commercial may be used thereafter, except when such Performers have advised that they wish to withhold authorization for continued use of the commercial. Such notice of termination must be given within sixty (60) days following the last telecast of the second or any subsequent season.

If a Performer is engaged for a seasonal commercial or seasonal production, it shall be so stated at the time of engagement and shall be confirmed in his/her contract.

TELEVISION AND RADIO

- 1817 **Dealer Commercials** Declaration of use and residual payments for dealer commercials as defined in Article 405 shall be the responsibility of the signatory to this Agreement who produces the commercial, unless

- (a) prior to the release of the commercial(s) to a dealer, such signatory and the National Executive Director of ACTRA have jointly reached an agreement with such dealer, whereby the latter party becomes signatory to this Agreement and undertakes the responsibility for payment and for all residual fees for use of the television or radio commercial,
- or
- (b) at the time of delivery of a commercial to either the dealer or the advertiser who will be distributing the commercial(s), the signatory notifies such dealer or distributor in writing and such dealer or distributor signifies agreement to the terms of such notification by countersigning the letter. A copy of such letter shall be sent to the National Executive Director of ACTRA. The dealer or distributor shall be responsible for declaration of use and residual payment for use by such dealer or distributor of the commercial delivered to the dealer or distributor under this procedure. The letter shall be substantially as follows:

This commercial [name and number of commercial] has been produced under the provisions of the current Agreement between [name of signatory] and ACTRA for Performers in Television and Television Radio Commercials, and its use is governed thereby.

[Name of dealer or distributor] hereby agrees expressly for the benefit of ACTRA to abide by and meet all provisions of the said Agreement and to make additional payments for the use of the television and radio commercial(s) as required thereby. It is expressly understood and agreed that the right of [name of dealer or distributor] to telecast such television and radio commercial(s) shall be subject to and conditional upon prompt payment to the Performers involved of residual fees as provided for in said Agreement.

[Name of dealer or distributor] agrees to return the material to the supplier when no further use is intended.

If the dealer or distributor who signs such a letter fails to make residual payments as required, ACTRA may declare the dealer or distributor “unfair” and shall have the right to instruct its Members to refrain from working for same. The signatory to this Agreement agrees that the signatory will no longer deliver commercials to such dealer or distributor until full residual and penalty payments are made.

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Residual payments for a dealer commercial shall be made in accordance with the provisions of Table A, B, C, D, or E in Section 18, or the Engager may prepay one year’s use of such commercial in Canada on payment to the Performer of the following fee:

<b>Year</b>	<b>Principal Performer</b>	<b>Silent-On Camera</b>	<b>Solo Singer/Voice-Over</b>	<b>Group Singer</b>
1	\$4053.50	\$2,723.50	\$2029.00	\$1,078.00
2	4134.50	2,778.00	2069.50	1,099.50
3	4217.00	2,833.50	2111.00	1,121.50

The prepayment figure is a separate fee intended to cover national advertisers who have many dealers across the country, who may or may not schedule in thirteen (13)–week patterns, but who wish to retain the right to use the commercial for a year, regardless of any other use that may be

## TELEVISION

made. Prepayments as referred to in this Article must be paid within twenty-one (21) calendar days of the beginning of the cycle.

When calculating dealer-usage residuals, the Engager may, if the dealer commercial is identical to or an edited version per Article 1902 of the National Commercial Agreement, incorporate such usage with agency-scheduled usage to arrive at the appropriate market value and category of use (e.g., wild spot, program, etc.) within the paid cycle dates. For example, in the event that a wild spot cycle, including use in Toronto, has already been paid and a dealer in Toronto wishes to use the commercial within the paid cycle dates as a wild spot, no further payment for dealer use need be made. If, however, a wild spot cycle has already been paid for and does not include use in Toronto, the use of the commercial by the Toronto dealer would necessitate an upgrade to the cycle by seventeen (17) units.

All dealer usage is subject to Article 1814, Maximum Period of Use and Reuse of Commercials.

## RADIO

Dealer radio commercials shall be paid for as outlined in Article 2101 or 2103(f).

## TELEVISION

### 1818 Television Commercials Used in Other Media

(a) **Commercials Used in Other Media.** When television commercials made under the jurisdiction of this Agreement for use on television are also used in the following media:

- (i) movie theatres
- (ii) fairs and exhibitions
- (iii) mobile displays
- (iii) in-store monitors
- (iv) shopping centres
- (v) closed-circuit television in hotels (vii) in-flight exhibition
- (vi) stadia, arenas and similar public places,

no additional payment is due to the Performers, provided the commercial is currently in cycle. If the commercial is not concurrently receiving television exposure, Performers shall receive residual

payments according to Article 1804, Table A, for ten (10) units for each thirteen (13)–week cycle. This payment shall cover use in all of the above-noted media.

- (b) **Commercials Produced for Other Media.** All Performers in commercials not produced originally for television broadcast but rather for the media listed above shall be paid Session Fees as provided for in this Agreement. Performers in residual categories shall be paid use fees as provided for in (a) above.
- (c) **Prior Consent Required** In the case of material produced originally for any of the media listed above and adapted for use as a television commercial, such material may not be used on television without the prior consent of the Performers involved. Such consent shall be evidenced by a separate engagement contract for television use.
- (d) **Use of Television Commercials in a Program.** In the event that an Engager of an entertainment or major documentary program produced for public viewing wishes to use in such a program a commercial in its entirety or an excerpt from a commercial, the following procedure shall apply:
  - (i) The producer of the program shall seek permission for use of the commercial in such program from the advertising agency, advertiser and Performers in residual categories who are concerned. In the event that such permission is granted by the advertising agency, advertiser and Performers in residual categories who are concerned, the original Engager shall assume the responsibility for payment to each Performer engaged in a residual category in the commercial of an amount equivalent to the applicable Session Fee of the original performance category, as defined in Article 1202, for each program in which the commercial or excerpt of the commercial is used.
  - (ii) In the event that the Engager of the program fails to seek permission from the advertising agency, advertiser or Performers in residual categories who are concerned, or in the event that permission to use a commercial is denied by any of the aforementioned, the commercial shall not be broadcast. In the event that a commercial is broadcast in contravention of this provision, then the Engager of the program shall be responsible for payment to each Performer engaged in a residual category in the commercial of an amount equivalent to the applicable Session Fee

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of the original performance category, as defined in Article 1202, for each program in which the commercial or excerpt of the commercial is used.

- (e) The above paragraph (d) will not apply to a program that is
  - (i) a hard news program, or
  - (ii) a current affairs television program, including media television, Entertainment Tonight–type programs and televised award shows.

In such cases, permission of the advertising agency, the advertiser, ACTRA and the Performers in residual categories shall be sought, but no payments will be required.

In cases where such permission is not sought, payment will be as per paragraph (d)(ii) above.

Performers appearing in commercials utilized under this clause shall not be required to disclose information about this use for reasons of product conflict at the time of audition for another commercial.

- (f) **Additional Uses.** When a commercial is used in a manner not provided for in this Agreement, prior to the release of the commercial, representatives of ACTRA and the Engager shall negotiate terms and conditions to govern such use.

## TELEVISION AND RADIO

- (g) **Use of Voice Tracks in Different Media** Where an existing voice track of a television commercial is used on radio or where a commercial originally produced for radio is used on television, a contract shall be issued. The fee payable shall be that provided for in Section 21 or in Sections 12 and 19, whichever is appropriate. Where the work of a Singer is used in the other medium, no separate contract is required; however, the appropriate session and residual fees shall be paid.

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- 1819 Specialty and Cable Television Use** Performers engaged in commercials produced specifically for specialty and cable television use shall be paid the Session Fee prescribed in Article 1202 of this Agreement. Other production-related fees (such as, but not limited to, hourly work time, additional work time, overtime, etc.) shall be as provided for in the respective sections of this Agreement. Performers shall receive residual payments according to Article 1804, Table A, for ten 10 units. One (1) additional unit shall be

## TELEVISION

payable for each additional specialty service on which the commercial is used. Where material produced originally for specialty and cable television use is used on conventional television, appropriate step-up fees shall be paid to compensate for the additional use. The total fees payable shall be equal, whether a specialty and cable television commercial is used on conventional television or vice versa, when the same markets are involved.

Where a commercial originally produced for conventional television is used on specialty and cable television, the following conditions shall apply:

- (i) where the commercial is not concurrently running on conventional television, use fees shall be as provided for herein for a commercial produced for specialty and cable television use;
- (ii) where the commercial is running concurrently in the same markets, no additional payment is required;
- (iii) where the commercial is running, but not in all markets covered by specialty and cable television use, no additional payment shall be required, providing at least twenty-four (24) units are paid for.

## DIGITAL MEDIA

**1820 Digital Media Commercials** This section applies to all commercials made for or designed for exhibited on Digital Media, defined as digital, electronic, or any other type of delivery platform including, but not limited to, commercials delivered via Internet podcasts, mobile phones, and other digital electronic media. The term Digital Media is intended to be all-inclusive of digital, electronic or any other type of delivery platform, whether now known or unknown.

### (a) Commercials Produced for Digital Media

Performers shall be contracted and paid not less than the minimum Session Fees per Sections 12 (for video) and 21 (for audio), e.g., a full 8-hour Session Fee for a Principal Performer for video, and a full 2-hour Session Fee for a Single Voice for audio.

Work Permit fees for Apprentice Members and non-ACTRA Performers shall be 50% of the Work Permit Fees specified in Addendum #4.

1820 a)

**DIGITAL SESSION FEE – as per Section 12**  
**DIGITAL USE RESIDUAL FEES – unlimited sites/platforms**

<b>Performance Category</b>	<b>1 Year Digital Media Versions under 1902 (b) apply</b>	<b>6 months* Digital Media</b>	<b>45 day* Digital Media</b>
Principal Performer	\$1250.00	\$700.00	\$425.00
SOC/Stunt	1250.00	700.00	425.00
VO	900.00	495.00	306.00
Group Singer	375.00	206.25	127.50

*\*limited to 5 versions*

*\*The 45 day Digital Media Use option may only be used once*

**DIGITAL AUDIO SESSION FEE – as per Section 21**  
**DIGITAL USE RESIDUAL FEES – unlimited sites/platforms**

<b>Audio</b>	<b>1 Year</b>	<b>6 months</b>	<b>45 days</b>
Single Voice	\$900	\$495.00	\$306.00
Multiple Voice	\$375	\$206.25	\$127.50

**Note:** Unless negotiated, use fees are not applicable to the following performer categories: Stunt Coordinator, Demonstrator, Background Performer, Group Background Performer.

For each subsequent three hundred and sixty-five (365)–day use period, the Engager must

- (i) re-contract the Performer(s) in residual categories; and
- (ii) make a payment to each Performer in residual categories equal to not less than the Performer’s contracted Digital Media Use Fee.

If a commercial made for Digital Media is moved over to broadcast television, radio, or Other Media, Performers must be re-contracted and paid an amount no less than the residual fees for the category of performance in the appropriate media.

If however, the Digital Media commercial is concurrently being used in television or radio, and the applicable Use Fees for television or radio have been paid, no additional fees will be required. See Article 1818 (a).

Performers must be advised, prior to auditioning, of the proposed use of the commercial. Product conflicts do not apply to Digital Media commercials.

**(b) Broadcast Commercials Used in Digital Media (Move-over)**

- (i) The advertiser involved in the production of a commercial produced for broadcast on television or radio may use that commercial on one of the advertiser's websites that it owns or controls, and on the advertiser's unpaid Digital Media at no additional cost.
- (ii) A commercial produced for broadcast use maybe used in Digital Media upon payment of Use Fees as set on in 1820 (a). Performers in residual categories must be re- contracted for this use.
- (iii) For each subsequent three hundred and sixty-five (365) day use period, the Engager must
  - (1) re-contract the Performer(s) in residual categories; and
  - (2) make a payment to each Performer in residual categories equal to not less than the Performer's contracted Digital Media Use Fee. The Performer shall be deemed to have a product conflict for only as long as the commercial continues to be considered an "active" commercial for television purposes.

**(c) Internet Use**

This Section is applicable to parties other than the advertiser.

- (i) Notwithstanding the provisions of paragraph (b)(ii) and (b) (iii) above, or any other provision in this Agreement, any party involved in the production of a commercial initially produced for broadcast use may use that commercial on a website that it controls, for the sole purpose of demonstrating the work produced by that party.

No payment shall be due to Performers, provided that the commercial used is posted on the website in a "view only" format that cannot be downloaded, copied, e-mailed or otherwise reproduced by anyone who accesses the website.

- (ii) If a party improperly or negligently fails to take reasonable steps to prevent a commercial that is being used for the sole purpose of demonstrating its work from being downloaded, copied, e-mailed or otherwise reproduced, the party operating the website shall pay the Performer(s) in the commercial in accordance with the other provisions of this Agreement, but at one hundred and twenty-five percent (125%) of the applicable rate. The Parties to this Agreement are sensitive to matters pertaining to exclusivity

and product conflicts, and agree that ACTRA will have the right of approval of all uses of commercials on the Internet. Such approval shall not be unreasonably withheld.

**(d) Unauthorized Use**

In the event a “made-for” or “move-over” commercial has been posted on a site(s) without the authorization and/or consent of the Engager and/or advertiser, the Engager shall issue a cease and desist order for the removal of the commercial from such site(s) within thirty (30) days of becoming aware of such unauthorized use.

**1821 Video Discs (DVDs), CD-ROMs**

**(a) Commercials Produced for Video Discs (DVDs) or CD-ROMs**

- (i) Performers engaged in commercials produced originally for use on a video disc program for sale/rental to the general public or on a CD-ROM shall be paid not less than the minimum Session Fees prescribed in Section 12 of this Agreement. Performers must be advised, prior to auditioning, of the proposed use of the commercial.
- (ii) Upon further payment to Performers in residual categories of an amount not less than one hundred per cent (100%) of the applicable minimum Session Fee for the category of performance, the Engager shall be entitled to unlimited use of the commercial in the program. However, the Performer shall be deemed to have a product conflict for three hundred and sixty-five (365) days only, which three hundred and sixty-five (365) days shall date from the day of production.

**(b) Broadcast Commercials Used on Video Discs (DVDs) or CD-ROMs**

- (i) When a commercial originally produced for television is used on a video disc program or CD-ROM, Performers in residual categories shall be re-contracted to permit such use and shall be paid not less than one hundred per cent (100%) of the applicable minimum Session Fee for the category of performance, for which payment the Engager shall be entitled to unlimited use of the commercial in the program. The Performers shall be deemed to have a product conflict for only as long as the commercial continues to be considered an “active” commercial for television purposes.

- (ii) When a broadcast commercial is running on television and is concurrently used on a video disc program or CD-ROM, and payment required in paragraph (b) (i) above has been made, then an additional one hundred and twenty-five percent (125%) of the applicable minimum Session Fee shall be added to the broadcast residual payment, to compensate Performers for such additional use for a period of three hundred and sixty-five (365) days.
- (iii) No commercial may be used on a video disc program or on a DVD or a CD-ROM without prior permission of all Performers in residual categories.

The Parties to this Agreement are sensitive to matters pertaining to exclusivity and product conflicts, and agree that ACTRA will have the right of approval of all uses of commercials in video disc programs or CD-ROMs. Such approval shall not be unreasonably withheld.

1822 **New Technologies** The ICA/ACA agrees to good-faith negotiations with respect to the jurisdiction of ACTRA in commercials produced for new forms of distribution that are not currently specified in this Agreement.

#### 1823 **Demo and Test Commercials**

(See Section 9 for Performer auditions)

- (a) **Non-broadcast Audience Test and Demo Commercials** Performers in commercials produced specifically for non-broadcast audience testing only (e.g., Schwerin testing), or in commercials produced specifically for non-broadcast creative demo purposes, shall be compensated as outlined in Article 1203. Such Performers shall not be entitled to residual fees. Non-broadcast test or demo commercials shall not be broadcast. Performers engaged in such commercials shall not be required to provide product exclusivity for non-broadcast test or demo commercials.

In the event that such commercials are to be broadcast, the Engager must seek the permission of the Performers concerned. In the event that the permission of all the Performers is obtained, then the fees paid to the Performers must be upgraded to the normal applicable Session Fees. Residual payments must be made to the Performers for broadcast use. Performers must be notified, at the time of booking, of the Engager's intent that the commercial is to be produced for non-broadcast audience or demo testing, and it must be so stated on the Performer's contract.

- (b) **Limited-Broadcast Test Commercials** Performers in commercials produced specifically for limited broadcast test purposes (e.g., DAR [day after recall], prearranged interviews, Fr. [effective recall] testing) shall be compensated as outlined in Article 1203. Such a commercial may be produced to be tested on air and may be used once on air in Canada without payment, but such single use must be within thirty (30) working days of the date of production of the commercial. The Engager shall supply to ACTRA information respecting the date, time, stations and markets in which the commercial was aired for test purposes. Performers engaged in limited-broadcast test commercials shall not be required to provide product exclusivity.

In the event that a limited-broadcast test commercial is to be broadcast other than as described above, the Engager must seek the permission of the Performers concerned. In the event that the permission of all the Performers is obtained, then the fees paid to the Performers must be upgraded to the normal applicable Session Fees. Residual payments must be made to the Performers for broadcast use. Performers must be notified, at the time of booking, of the Engager's intent that the commercial is to be produced for limited- broadcast test purposes, and it must be so stated on the Performer's contract.

- (c) **Broadcast Test-Market Commercials** Performers in commercials produced specifically for broadcast test markets (e.g., where a product is being tested in total concept, including consumer sampling, print advertising, point-of-sale displays, television advertising, etc.) shall be compensated with no less than the applicable Session Fees, recall fees, etc. provided for in this Agreement. Applicable use payments shall be made, which in no case shall be less than the minimum provided for in this Agreement.

**Note:** Payment for work on a commercial that falls outside the areas covered in this Agreement (e.g., the Performer providing a script for the commercial) is to be negotiated separately as a creative fee.

## SECTION 19 – EDITING OF COMMERCIALS

- 1901 **Alterations Create New** Commercial Except as provided for in this Section, any alterations made to a single commercial shall create a new commercial, requiring the payment of session and use fees. Where alterations are made in accordance with this Section, the Performer shall be paid the applicable

use fees for as long as the commercial is used. Radio commercials altered in accordance with this Section may run in the same cycle as the original commercial without incurring additional use fees. Television commercials altered in accordance with this Section may run in the same cycle as the original commercial without incurring additional use fees.

Before a new commercial may be made utilizing extant footage, the on-camera Performers (other than Background Performers) on the extant footage must first give their written permission for such use of their recorded performance. Such permission may not be withheld unreasonably. Where the Engager, when seeking consent under this provision, is unable after reasonable attempts to reach a Performer, the consent of the National Executive Director of ACTRA is to be sought. Such consent may not be unreasonably withheld.

## 1902 Alternate Versions

- (a) A television or radio commercial may be edited to make five (5) additional versions of that commercial, provided the material added was shot and/or recorded at the Performer's original session. The footage added must not materially change the nature or setting of the original commercial message. A soundtrack may be recorded to fit such a commercial for timing and synchronization purposes. However, a Performer required to record such additional soundtrack at a separate work session shall be paid an additional Session Fee. Re-performance by a Principal Performer in order to create a new soundtrack, without requiring the re-performance of other on-camera Performers, may also be permitted upon payment of an additional Session Fee to that Principal Performer.

Five (5) versions of the same commercial made under this clause may be broadcast in the same cycle, upon payment of the appropriate cycle fees for one commercial. If, however, all six (6) versions of the commercial are broadcast in the same cycle, Performers shall receive cycle payments for two (2) commercials.

- (b) **Digital Media:** A Digital Media commercial may be edited without creating a new commercial provided that all edited on and off camera Performer work comes from the original session. For clarity, edits may be made to conform to platform specifications or to capitalize on targeting opportunities of the digital platforms included in the media buy. Edits may include, but are not limited to, formatting, sequencing and length changes, changes to or additions of supers, product

placements and subtitles. These edits may not create a new commercial as defined in Article 402 however, Articles 1904, 1905, 1906 and 1907 will apply. Where additional soundtrack is required at a separate work session that Performer will be paid an additional session fee.

**1903 Supers** A change in supers will not be considered new material.

**1904 Tags** The following on- and/or off-camera changes may be made within a commercial:

**(a) Product/Service Changes**

- (i) different package of the same product, for example (but not limited to), apple juice in a can, a bottle or a carton.
- (ii) another or additional product of the same type and class advertised under the same brand name, for example (but not limited to),
  - (1) change to or additional flavour of a product advertised under one flavour;
  - (2) products with similar purposes, such as toothpaste and tooth powder (but not toothpaste and shaving cream);
  - (3) products of the same food type, such as canned corn and canned peas (but not canned peas and canned chicken);
  - (4) change of special offerings, such as from a brake to a muffler special for an automotive store;
  - (5) change of promotions, such as from a chicken to a cheeseburger to a souvenir glass promotion for a fast-food chain;
  - (6) addition to or changes of information about conditions or rules governing a contest.

**(b) Factual information for commercials advertising products and/ or services that require different and specific factual information with respect to destinations, local points and times of departure, frequency of service, telephone numbers, rates (including interest rates), prices, geographic availability and/or dates. Except for these changes, the commercial shall in all other respects remain the same. For example (but not limited to),**

- (i) a trust company changes its interest rate from 12% to 11.5%;

- (ii) an airline's fare from Vancouver to Montreal is \$x from May to September and from Montreal to Vancouver is \$y from April to August;
- (iii) an amusement park has a special rate from June 1 to June 15;
- (iv) a contest requires phoning one telephone number in Vancouver but a different telephone number in Halifax;
- (v) services available cost \$35.00 in Toronto, but \$29.95 in Regina.

**1905 Dealer/Franchise Commercials** Without creating new or additional commercials, separate dealer or franchise identifications may be made in order to designate individual dealers that carry a certain product or service in different localities. For example (but not limited to):

Brand X car, lawnmower or fitness club is available from dealer A, B or C in towns D, E and F.

**1906 Regulatory/Regional Changes** A commercial made for a designated sponsor may be varied to comply with regional requirements, laws or government regulations.

Changes necessitated by specific network and/or station codes relating to advertising standards may be made, provided such changes do not alter the style or delivery of concept of a commercial. For example (but not limited to),

- (i) requirements of different provincial liquor control boards (e.g., serving of alcohol with food);
- (ii) use of the word "new" for rollouts;
- (iii) regional food specialties;
- (iv) contest details for Quebec.

**1907 Payment for Allowable Changes**

- (a) When a Performer engaged in a commercial at the original session makes more than one allowable change as provided for in Article 1904, 1905 or 1906, the fee for each such allowable change shall be as follows:

On camera	<b>\$208.00/\$212.00/\$216.00</b>
Off camera	<b>\$125.00/\$127.50/\$130.00</b>

- (b) If a Performer is called for the sole purpose of making dealer identifications, tags or requirement changes in a commercial, he/ she shall be paid for the number of tags recorded multiplied by the per tag rate above per commercial, or a minimum guarantee per commercial of a full Session Fee as provided for in Articles 1202 and 2101, whichever is the greater.
- (c) If a Performer is required to do more than twenty-five (25) changes for the same commercial at the same session, additional changes beyond the twenty-five (25) shall not be paid for. Should the session exceed eight (8) hours for on-camera Performers or four (4) hours for off-camera Performers, the appropriate hourly work time, additional work time or overtime rate shall be paid.

**Radio rates:** See Article 2103(c).

**1908 Additional Music Tracks/Overdubbing**

- (a) **Additional Music Tracks** Singers can record an additional track or tracks for multiple-track commercials in a different category upon payment of further Session Fee(s) and use fee(s) for the appropriate category of performance for the additional track(s), for example (but not limited to), a Group Singer who is also contracted to perform as a Solo Singer on an additional track. Such Performer would be paid for one session as a Group Singer, one session as a Solo Singer, and residuals as both a Group Singer and a Solo Singer.
- (b) **Overdubbing** Group Singers may do unlimited overdubs in a radio or television commercial engagement without additional payment. Solo Singers may do one overdub in a radio or television commercial engagement without additional compensation, provided there are no changes in the material. If the Solo Singer is requested to do more than one overdub, he/she shall be governed by the rates and conditions for Group Singers.

**1909 Multiple Use of Jingle** Where an existing musical track is used in a new commercial, the Singers participating in the track shall be paid an additional Session Fee for each commercial into which the material is placed, as well as the appropriate residual fees when such commercial is used. Where the track is used in new commercials for the same sponsor, the maximum number of Session Fees payable under this clause in any calendar year shall not exceed five (5). For additional commercials, only the appropriate residual fee is required.

- 1910 Group Singers Payment Option** As an alternative option to the session and residual fee payments required to be made under the terms of this Agreement, off-camera Group Singers may be contracted and paid as follows with respect to a generic jingle that may be applied to any number of different commercials for the same designated sponsor, which payment will entitle the use of the generic jingle for a period of one year from date of production:

**Television**

Table A usage: **\$5,738.00 \$5,853.00 \$5,970.00** per Performer

Table B usage: **\$6,803.00 \$6,939.00 \$7078.00** per Performer

**Radio \$4,590.00 \$4,682.00 \$4775.50** per Performer

**SECTION 20 – PRODUCT CONFLICTS/EXCLUSIVITY**

- 2001 Product Conflict** is defined as a situation in which a Performer declines a booking or call to audition for a commercial for a certain product because he/ she has been previously engaged in a commercial for a competitive product. “Competitive products” and “exclusivity” are defined in Article 2004 of this Agreement, which also provides conditions regarding the performance categories to which the Article is applicable.

It is the Engager’s responsibility to indicate prior to the audition and on the casting sheet those products and services that the Engager views as product conflicts.

- 2002 No Disclosure — Non-residual Category** A Performer shall be under no obligation to disclose, at the time of audition or booking, commercials in which he/she has been engaged in non-residual categories, except under the following conditions:

If a Performer is engaged in a non-residual category and is later engaged for a competitive product in a residual category, and the first Engager subsequently wishes to upgrade the original performance to a residual category, it will be the first Engager’s obligation to contact the Performer (if in writing, a copy of such letter is to be sent to the local ACTRA office; if verbally, a confirmation letter is to follow, with a copy to the local ACTRA office) to determine any product conflict and to offer a new engagement contract, prior to editing of the material. It will be the obligation of the Performer to disclose product conflicts at this time.

- 2003 Disclosure — Residual Category** If a Performer has been engaged in a residual category and later is auditioned for a competitive product in

any category, he/she will be obligated, prior to booking, to disclose to the second Engager his/her residual category with the first Engager. No Performer shall be obligated to disclose information on any performance nine (9) months after its last air-date. Any Performer in a residual category who knowingly appears in commercials advertising competitive products or services (e.g., for TD Bank and Scotiabank) may be required to refund all session and residual fees and retirement and insurance contributions to the advertiser of the second commercial, subject to a finding of the Joint Standing Committee.

**2004 Exclusivity**

**(a) Exclusivity Not Permitted**

- (i) Performers in the categories of Demonstrator or Background Performer, as defined in this Agreement, shall not be required to grant warranties or exclusivity of any kind with respect to any work performed or to be performed in such categories.
- (ii) Exclusivity may not be required of Performers engaged to portray non-identifiable voices, except for established character voices.
- (iii) No exclusivity agreement may be made that extends beyond the maximum periods of use and reuse provided for in Article 1814 of this Agreement, subject to the provisions for renewals thereof.

**(b) Competitive Product Exclusivity: Performer Engaged at Minimum Fees**

- (i) The exclusivity to which Performers engaged at minimum fees may agree shall be limited to an agreement not to accept an engagement in commercials advertising any directly competitive product, such as, but not limited to, Pepsi/Coke, Chevrolet/Ford, Colgate/Crest, regular coffee/instant coffee, etc.
- (ii) A product or service shall not be deemed competitive with another product or service solely because both are made or offered by the same advertiser, nor shall a product or service be deemed competitive with another product or service merely because it is made or offered by another advertiser competitive in some other product or service area.

**(c) Non-competitive Product Exclusivity: Performers Engaged at Not Less Than Minimum Fees Plus 25% Only Performers receiving not less than minimum fees plus twenty-five percent (25%) for session and use payments may agree not to accept engagement in commercials**

advertising non-competitive products (e.g., milk/beer/ soft drinks), but may not agree to grant complete exclusivity.

- (d) **Complete Exclusivity: Performers Engaged at Not Less Than Double the Minimum Fees**, only Performers receiving not less than double the minimum fees or over for the session and use payments may agree to grant complete exclusivity
- (e) **Exclusivity Agreement** The extent of exclusivity that may be granted by a Performer to an Engager must be negotiated with the Performer and specified on the Performer's engagement contract

## SECTION 21 – NATIONAL RADIO SESSION AND RESIDUAL FEES

### 2101 Session Fees and Residual Fees per Cycle of 13 Weeks

- (a) **Year 1:** August 05, 2017 to June 30, 2018  
**Year 2:** July 1, 2018 to June 30, 2019  
**Year 3:** July 1, 2019 to June 30, 2020

Category	Year	Single Voice/ Solo Singer	Multiple Voice/ Group Singer	No. of Hours
Minimum guarantee per session or cycle of use (includes one or two cuts)	1	\$625.00	\$469.00	2
	2	637.50	478.50	2
	3	650.25	488.00	2
All commercials (per cut)	1	313.00	234.75	1
	2	319.25	239.50	1
	3	325.75	244.25	1

- (b) There is no distinction between spot and program use.
- (c) Performance categories in radio commercials are defined in Section 3.
- (d) **Doubling** A Performer engaged to perform in a single radio commercial more than one role or character or voice as an actor, or as an actor and a Group Singer, or as an announcer and an actor, or in any combination of performance categories, shall be categorized and paid for each performance or performance category. The highest performance category shall determine the applicable minimum guarantee. Note Article 1908(a) with regard to Singers doubling.
- (e) **Different Categories** A Performer engaged to perform in different categories in more than one radio commercial in a single session shall be paid the applicable fee for each category for each commercial. The

highest performance category shall determine the applicable minimum guarantee.

- 2102 Additional Work Time** The minimum guaranteed fee entitles the Engager to two (2) hours of work time, whether one (1) or two (2) cuts is produced at the session. In the event that more than one or two cuts are produced in one session, the per cut fee entitles the Engager to one (1) hour of work time for each cut beyond the first two. Additional work time at the same work session shall be payable at \$31.25/\$32.00/\$32.75 for every thirty (30) minutes or portion thereof beyond the included work time.

**2103 Billboards/Tags**

- (a) **Rates for Performers in Billboards** A Performer engaged in a billboard or segment of a billboard as defined in Article 404, for use on radio, shall be paid Session Fees as follows:

	<b>Single Voice/ Solo Singer</b>
Per billboard	\$166.25/\$169.50/\$173.00
Minimum guarantee per session or cycle of use (includes one or two cuts)	\$504.00/\$514.00/\$524.25

A program introduction, cross-plug and sign-off, taken together for the purpose of computing residual fees, shall be deemed the equivalent of a single commercial and shall be paid for as one commercial.

An Engager making residual payments for the use of a program introduction shall also have the right to alternate use of the sign-off and cross-plug within the same cycle, and vice versa.

- (b) **Payment for Allowable Changes**

**Dealer or Price Change Tags** When a Single Voice or Solo Singer Performer is engaged to record one radio commercial in one session, four (4) tag changes are included in the minimum guarantee. When two radio commercials are recorded in one session, two (2) tag changes per commercial are included in the minimum guarantee. See Article 407 for tag definitions.

- (i) one commercial plus 1, 2, 3 or 4 tag changes at the same session, minimum guarantee – 13-week cycle **\$625.00/\$637.50/\$650.25**

- (ii) one commercial plus 5 tag changes at the same session – 13- week cycle **\$750.25/\$765.25/\$780.50**

**Example**

Year 1 – per cut rate of \$313.00 includes 2 tags + 3 tags @  
\$125.25 = **\$688.75**

Year 2 – per cut rate of \$319.25 includes 2 tags + 3 tags @  
\$127.75 = **\$702.50**

Year 3 – per cut rate of \$325.75 includes 2 tags + 3 tags @  
\$130.25= **\$716.50**

For the second and subsequent 13-week cycle(s), pay the minimum guaranteed fee.

- (iii) two commercials plus 2 tag changes on each commercial at the same session, minimum guarantee – 13-week cycle  
**\$625.00/\$637.50/\$650.25**
- (iv) each subsequent tag change **\$125.25/\$127.75/\$130.25**

If the Performer is called for the sole purpose of making dealer or price-change tags, he/she shall be paid session and residual fees as follows:

Per tag change **\$125.25/\$127.75/\$130.25**

Minimum guarantee per session  
(or cycle of use) **\$625.00/\$637.50/\$650.25**

Use fees shall be based on the performance category applicable at the time of session for the commercial.

- (c) **Editing for Regional Price Changes** Where regional requirements necessitate the recording of commercials wherein the only difference in copy is a price change, the resulting commercials will not be considered new commercials for reuse purposes. Performers shall be paid session and residual fees as in Article 2103(c) above.
- (d) **Editing for Regional Requirements** A commercial made for a designated sponsor may be varied to comply with regional requirements such as laws or governmental regulations. In addition, changes necessitated by specific network and/or station codes relating to advertising standards may be made in a commercial, provided such changes are not made to accommodate a change in the style, delivery or concept of the

commercial. Performers shall be paid session and residual fees as in Article 2103(c) above

- (e) **Dealer Commercials** Session and residual payments for dealer commercials shall be made in accordance with the provisions in Article 2101, or the Engager may prepay or “buy out” one year’s use of such commercial in Canada on payment to the Performer of the following fee:

<b>Single Voice/ Solo Singer</b>	<b>Multiple Voice/Group Singer</b>
<b>\$1876.00/\$1913.50/\$1951.75</b>	<b>\$1409.00/\$1437.25/\$1466.00</b>

- 2104 **Discounts for Local or Regional Use** Only Minimum guaranteed session and residual fees, payable as in Articles 2101 and 2103 herein for commercials restricted to the following areas, may be discounted as follows. Additional work time fees as specified in Article 2102 and late-payment penalty fees as specified in Article 2602(d) shall not be subject to discounts. Discounts may not be aggregated for commercials broadcast in more than one market, as listed hereunder. The Performer shall be advised at the time of booking that the commercial will be broadcast on a limited basis and that the Performer’s fee may be discounted as described herein.

<b>Market</b>	<b>Discount per Commercial</b>
Maritimes and Newfoundland and Labrador	15%
Province of Quebec	15%
Ontario (excluding Toronto)	15%
Metropolitan Toronto	15%
Prairie Provinces (Manitoba, Saskatchewan, Alberta)	15%
British Columbia	15%
Any one city other than Toronto	25%

- 2105 **Demo (Non-broadcast) Commercial** All Performers engaged in demo (non-broadcast) commercials shall be paid fifty percent (50%) of the applicable minimum guaranteed Session Fee provided for in Article 2101. The Engager shall be entitled to two (2) demo cuts limited to the same product and one (1) hour of included work time. When three (3) or more demo cuts for the same product or service are produced at the same session, Performers shall be paid fifty percent (50%) of the applicable fee per cut provided for in Article 2101; for each demo cut the Engager shall be entitled to one-half (½) hour of work time for each cut. In the event that an Engager is recording only one (1) or two (2) demo cuts, but requires additional work

time beyond one hour, such work time shall be payable at an additional fee of **\$31.25/\$32.00/\$32.75** per half-hour or any portion thereof.

If a second or additional demo cuts are made for product(s) different from the first, such cuts shall be paid for additionally at the rate of fifty percent (50%) of the applicable minimum guaranteed Session Fee for two (2) cuts per product and one (1) hour of included work time.

If the commercials to be produced are demo (non-broadcast) commercials, Performers must be notified at the time of booking of the Engager's intent, and it must be so stated on the Performer's contract.

Demo (non-broadcast) commercials shall not be broadcast. In the event that a demo (non-broadcast) commercial is broadcast, fees paid to all Performers must be upgraded to the full applicable Session Fees specified in Article 2101, before the first air-date of the commercials. Failure to pay the required upgrade to the Performers before the first air-date of the commercial will require payment of the full applicable Session Fees, in addition to the Session Fees paid for the production of the demo commercial.

**Note:** Fees for any work on a commercial that falls outside the areas covered in this Agreement (e.g., the Performer providing a script for the commercial) are to be negotiated separately as "creative fees."

## **2106 Release and Reuse**

- (a) Except for seasonal commercials, commercials shall be released within twenty-six (26) weeks of the date of recording. A commercial not aired within twenty-six (26) weeks of production may not be used without consent of the Performers and payment of another Session Fee, which is credited against the residual fee due for the cycle of use.
- (b) Commercials shall be used in cycles of thirteen (13) weeks upon payment to the Performer of the fees provided for in Article 2101, exclusive of additional work time fees, but not less than the minimum guarantee.
- (c) A Performer shall have the right to withdraw any commercial from use by giving notice of such withdrawal in writing. Such withdrawal can be made only after one (1) year following the date of recording, save for seasonal commercials as defined in Article 1813(f) and Article 1816, where the withdrawal may be made only after two (2) years following

the date of the recording and notice shall be given at the beginning of a thirteen (13)–week period to take place at the end of the same period.

The above shall not apply to a member of a singing group of more than two (2) voices or to an actor playing a minor part where two (2) or more other actors also appear.

- (d) A commercial that has been removed from use after at least thirteen (13) weeks of use, and has not been used for at least thirty-nine (39) weeks, can be reused only with written permission of the Performers concerned. Should the Performers not be available, the Engager shall apply to the National Executive Director of ACTRA for authority to reuse the commercial. If such consent is given, the Performers shall be paid another Session Fee, which shall be credited against the residual fee due for the cycle of use. The above shall not apply to a singing group of more than two (2) voices or to an actor playing a minor part where two (2) or more other actors also appear.

- 2107 **Recall Fees** Prior to first broadcast of a commercial, and subsequent to the original work session, Performers may provide additional work on the same commercial(s). Such work shall be designated as a recall session within the definition of “recall” provided in Section 417. A recall fee shall be payable per work session and may cover work on more than one (1) commercial, provided that such commercials were originally produced at the same work session. The fees shall be:

Category	Year	Minimum Recall Fee	Additional Work Time (per .5 hour)
Single-Voice/Solo Singer	1	\$313.00	\$31.25
	2	319.25	32.00
	3	325.75	32.75
Multiple Voice/Group Singer	1	234.75	31.25
	2	239.5	32.00
	3	244.25	32.75

- 2108 **Radio Commercials Used in Other Media**

- (a) **Commercials Used in Other Media** When radio commercials made under the jurisdiction of this Agreement for use on radio are also used in the following media:
- (i) fairs and exhibitions

- (ii) mobile units
- (iii) in-store advertising
- (iv) shopping centres
- (v) closed-circuit systems
- (vi) in-flight use

No additional payment is due to the Performers, provided that the commercial is currently in cycle. If the commercial is not concurrently receiving radio exposure, Performers shall receive residual payments according to the appropriate voice category rate per cut. The fee will cover a thirteen (13)-week cycle of use for one cycle in the media referred to.

- (b) **Commercials Produced for Other Media** All Performers in commercials not originally produced for radio broadcast, but for the media listed in paragraph (a) above, shall be paid Session Fees as provided for in this Agreement. Performers shall be paid use fees as provided for in paragraph (a) above.
- (c) **Prior Consent Required** In the case of material produced originally for the media listed in paragraph (a) above and adapted for use as a radio commercial, such material may not be used on radio without prior consent of the Performers involved. Such consent shall be evinced by a separate engagement contract for radio use with the Performers involved.
- (d) **Use of Radio Commercials in a Program** In the event that an Engager of an entertainment or major documentary program produced for public broadcast wishes to use a commercial in its entirety or an excerpt from a commercial in such a program, the following procedure shall apply:
  - (i) The Engager of the program shall seek permission from the advertising agency, advertiser and Performers concerned for use of the commercial in such program. In the event that such permission is granted by the advertising agency, advertisers and Performers concerned, the original Engager shall assume the responsibility for payment, to each Performer engaged in the commercial, of an amount equivalent to the applicable Session Fee for the original performance category, as defined in Article 2101, for each program in which the commercial or excerpt of the commercial is used.

- (ii) In the event that the Engager of the program fails to seek permission from the advertising agency, advertiser and Performers concerned, or in the event that permission to use a commercial is denied by any of the aforementioned, the commercial shall not be broadcast. In the event that a commercial is broadcast in contravention of this provision, then the Engager of the program shall be responsible for payment, to each Performer engaged in the commercial, of an amount equivalent to the applicable Session Fee for the original performance category, as defined in Article 2101, for each program in which the commercial or excerpt of the commercial is used.
- (e) The above paragraph (d) will not apply to a program that is
  - (i) a hard news program, or
  - (ii) a current affairs radio program.

In the above cases, permission of the advertising agency, the advertiser, ACTRA and the Performers in residual categories shall be sought, but no payments will be required.

In cases where the above permission is not sought, payment will be required as per paragraph (d)(ii) above. Performer consent shall be evinced by a separate engagement contract for radio use.

Performers appearing in commercials utilized under this clause shall not be required to disclose this information for reasons of product conflict at the time of audition for another commercial.

- 2109 Multiple Use of Jingle (Radio)** Where an existing musical track is used in a new commercial for the same sponsor, the Performers on that musical track shall be paid an additional Session Fee for each commercial into which the material is placed, to a maximum of six (6) session/use fees within a six (6)- month period. Subsequent use of that same jingle will be paid at fifty percent (50%) of the session/use fee per commercial in which it is used.
- 2110 Additional Uses** When a commercial is used in a manner not provided for in this Agreement, representatives of ACTRA and the Engager shall negotiate terms and conditions to govern such use prior to the commercial's release.

SECTION 22 – STILL PHOTOGRAPHS, STOCK FOOTAGE AND BACKGROUND SCENES

- 2201 **Stop-Action and Still Photographs** Persons appearing in recorded commercials in “stop-action” photographs, “squeeze-action” photographs or photographs involving similar techniques or results, and persons appearing in recorded television commercials in still photographs made for any advertising purpose, shall be paid the applicable session and residual fees, if any, as provided herein. However, the following types of use of still photographs are not covered by this Agreement:
- (a) photographs of persons that appear in a casual leafing through an album, book, magazine or newspaper;
  - (b) photographs of trademarks and service marks (registered and unregistered);
  - (c) photographs of persons that appear on packaging, provided that the photograph is not depicted in any part of the commercial in such a manner as to make it appear that the person photographed was present as a Performer when the commercial was produced;
  - (d) photographs of persons that appear on billboards, posters and any other print-media display or point-of-sale items that appear incidentally and are not highlighted or featured;
  - (e) actual print material where a photograph of a person appears incidentally and is not highlighted or featured;
  - (f) “atmosphere” photographs, pictures and likenesses used as incidental props, provided the person shown is not well-known or prominent;
  - (g) news photographs;
  - (h) highlighted photographs of persons appearing in publications where such persons are featured in an article in such publication as a “personality,” provided such person has given prior written consent to the use of such a photograph in a television commercial.
- 2202 **Models** For any photograph of a person appearing in a publication where such person has been originally contracted by the publication as a model, the person shall be paid the applicable session and reuse fees provided for within this Agreement for the use of said photograph in a television commercial.
- 2203 **Stock Footage** Stock footage, stock stills, or library footage of persons, scenes or events may be used for background or atmosphere only, and such

use is not covered by this Agreement. Stock footage, library footage or stock stills are shot apart from and in advance of a commercial and do not directly advertise the product or service. Professional sports footage, authentic historical footage, and authentic news footage are similarly not covered by this Agreement. Voice-Over and Solo Singers used in a commercial that is entirely comprised of stock footage will be paid Principal Performer session and residual fees.

**2204 Background Scenes** Background scenes may be recorded, photographed or filmed, and the terms and conditions of this Agreement shall not apply to persons appearing in such scenes, only provided the following conditions are observed:

- (a) A member of the public appears incidentally as part of a public event. Any direction of the event itself or direction of a person appearing at such a public event is prohibited.
- (b) A person or persons are performing their regular employment duties at their regular place for performing such duties, where it is not reasonable for a Performer to perform such duties. Any direction of the work or persons, or other change or modification of the conditions in which such persons normally perform their work, is prohibited.
- (c) The Engager may arrange for a representative of ACTRA to screen prior to broadcast every commercial using a background scene. Where it is established that the Engager has directed or caused to be directed any scene referred to in paragraphs (a) and (b) above, all persons appearing in the footage shall be qualified and paid in accordance with this Agreement or, alternatively, the commercial shall be withdrawn from use.
- (d) **Background Scene Waiver Permit** A waiver permit fee of one hundred dollars (\$100.00) shall be paid to ACTRA for each commercial in which such a background scene is used.

**2205 Still Photographs in Other Media**

- (a) This section shall apply to still photographs used in media other than broadcasting, such as package design, outdoor billboards, print, point of purchase, etc., when produced under the following conditions:
  - (i) at the same work session as a television commercial;
  - (ii) (by editing the footage of a television commercial.

- (b) The production and use of still photographs, as provided for in paragraph (a) above, shall be governed by the following conditions:
  - (i) The Engager shall obtain permission of the Performer involved prior to the use of such photographs.
  - (ii) Payment for such use and for the work involved shall be negotiated between the Performer and the Engager.

#### SECTION 23 – COMMERCIALS BROADCAST IN ERROR

- 2301 **Payment Required: Television** When a television commercial has been broadcast in error outside the declared cycle of use, Performers shall be paid on the following basis:
- (a) **Program Commercials** Payment for each airing shall be the applicable rate provided for in Article 1807, Table D, or Article 1808, Table E.
  - (b) **Spot Commercials** For the purpose of this Article, spot commercials shall be considered as program commercials, and the applicable per use rate provided for in Article 1807, Table D, or Article 1808, Table E, shall apply, to a maximum not to exceed the full applicable spot cycle rates.

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- 2302 **Payment Required: Radio** When a radio commercial has been broadcast in error outside the declared cycle of use, Performers shall be paid one-thirteenth (1/13) of the minimum guarantee for each airing in error, up to a maximum not to exceed the full applicable minimum guaranteed rate.

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#### SECTION 24 – FOREIGN DISTRIBUTION: TELEVISION

- 2401 **Off-Camera Rates for Foreign-Produced Commercials** Off-Camera Performers may be engaged for commercials produced outside the jurisdiction of ACTRA. Voice-Over and Solo Singer Performers will be categorized and paid session and residual fees as Principal Performers. Group Singers will be paid fees specified for Group Singers in this Agreement.
- 2402 **U.S. Border Cities** Where a commercial produced in Canada for use in Canada is used concurrently in border cities of the United States, compensation for each Performer entitled to residuals shall be based on

the total unit value of the Canadian markets and U.S. border cities. United States border cities shall be those listed in Article 1802(a) and (b).

- 2403 **Canada and U.S. Use** When a commercial produced in Canada is used both in Canada and in the United States beyond the border cities, the Session Fee shall be according to Article 1202. Residual Fees shall be based on each market separately. In other words, use in Canada shall be paid on the basis of the total units of Canadian use according to the appropriate table (A, B, C, D or E); and U.S. use shall be paid in Canadian dollars as provided for in the currently applicable SAG – AFTRA Contract. However, the maximum period of use of the commercial shall be pursuant to Article 1814 of the ACTRA Agreement. See example in Appendix A.
- 2404 **Commercials for U.S. Use Only** When a commercial is produced in Canada for U.S. use broadcast use only, the following shall apply:
- (a) **SAG-AFTRA Performers** The SAG-AFTRA Commercials Contract shall apply in all respects to an on-camera SAG-AFTRA Performer brought into Canada for the commercial. Work Permit fees shall apply pursuant to Addendum #4.
  - (b) **All Other Performers** All other Performers in the commercial, whether on or off camera, shall be contracted pursuant to the terms and conditions of the NCA. Such Performers shall be paid ACTRA rates for all fees except residual fees, which shall be paid according to the SAG-AFTRA residual rates, including subsequent use, in Canadian dollars
- 2405 **Use in Countries Other Than Canada or the United States** The session fee for such commercials shall be according to Article 1202, and payable on a Session Payment Form. Residual use payments are calculated at the session rate and shall be payable as per Article 2406 and are subject to the provisions of Article 1814 of this Agreement. See also Article 1813(e), Dormancy. All residual use payments listed below must be sent in to ACTRA on a Residual Payment Form (Appendix I).
- 2406 **Use in Other Countries and Canada** When a commercial is to be used in any country in the following geographic regions of use, excluding the United States, then Performers shall be contracted and paid the following multiples of minimum Session Fees for a maximum of eighteen (18) months from first foreign use. After the initial use in the first foreign country, any subsequent use in another foreign country will be paid on a prorated basis for the time remaining in the initial eighteen (18) months. No product conflicts shall apply to use of commercials for foreign use. The Performer shall be deemed

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to have a product conflict only for as long as the commercial continues to be considered an active commercial in Canada and the U.S.

For use in Canada, see Section 12 for Session Fees and Section 18 for residual fees; for use in Canada and the U.S., refer to Article 2403. See also Article 1813(e), Dormancy. All residual use payments listed below must be sent in to ACTRA on a Residual Payment Form (Appendix I).

(i)	United Kingdom	3 Session Fees
(ii)	Europe, other than U.K.	2 Session Fees
(iii)	Asia-Pacific, other than Japan	2 Session Fees
(iv)	Japan	1 Session Fee
(v)	rest of the world	1 Session Fee
(vi)	world-wide use	9 Session Fees

Such payments shall be in addition to the applicable Canadian residuals as provided for in this Agreement, and the commercial shall be subject to the provisions of Article 1814 of this Agreement (refer to Side Letter of Understanding No. 1 – Classification of Ireland).

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### SECTION 25 – FOREIGN DISTRIBUTION: RADIO

**2501 Combination of Canadian and U.S. Use** When one (1) radio commercial is produced in Canada for use in both Canada and the United States, Performers engaged shall be paid as follows:

- minimum guarantee per session and per cycle of thirteen (13) weeks for Canadian use, as per Article 2101 and, in addition,
- session and residual fees per cycle of thirteen (13) weeks for United States use, based upon the rates listed in (c) (i) and (ii) below.
- The payments as outlined in (a) and (b) above include two (2) tags for Canada and two (2) tags for the United States. Each additional tag is payable at the per tag rate of **\$125.25/\$127.75/\$130.25**.

- (i) **Year 1:** Aug 05, 2017 to June 30, 2018 **Year 2:** July 1, 2018 to June 30, 2019 **Year 3:** July 1, 2019 to June 30, 2020

	<b>Year</b>	<b>Single Voice/ Solo Singer</b>	<b>Multiple Voice/ Group Singer</b>
New York City (1 unit)	1	\$313.00	\$234.75
	2	319.25	239.50
	3	325.75	244.25
Chicago (1 unit)	1	313.00	234.75
	2	319.25	239.50
	3	325.75	244.25
Los Angeles (1 unit)	1	313.00	234.75
	2	319.25	239.50
	3	325.75	244.25
Each group of 25 cities other than New York, Chicago or Los Angeles (1 unit)	1	313.00	234.75
	2	319.25	239.50
	3	325.75	244.25

- (ii) **Year 1:** Aug 05, 2017 to June 30, 2018 **Year 2:** July 1, 2018 to June 30, 2019 **Year 3:** July 1, 2019 to June 30, 2020

	<b>Year</b>	<b>Single Voice/ Solo Singer</b>	<b>Multiple Voice/ Group Singer</b>
Any 2 units of use	1	\$625.00	\$442.00
	2	637.50	450.75
	3	650.25	459.75
Any 3 units of use	1	700.50	524.50
	2	714.50	535.00
	3	728.75	545.75
Any 4 units of use	1	795.75	597.50
	2	811.75	609.50
	3	828.00	621.75
Each additional unit of use	1	95.75	70.50
	2	97.50	72.00
	3	99.50	73.50
All U.S.	1	1,274.50	956.25
	2	1,300.00	975.50
	3	1,326.00	995.00

### Examples

- (1) A Performer engaged as a Single Voice/Solo Singer in one (1) radio commercial for use in Canada and New York City would receive Session Fees and residual fees for the first thirteen (13)–week cycle of use as follows:

Minimum guarantee per session	Year 1	Year 2	Year 3
Single Voice/Solo Singer	\$625.00	\$637.50	\$650.25
plus New York City (1 unit of use)	313.00	319.25	325.75
	938.00	956.75	976.00

- (2) A Performer engaged as a Multiple Voice/Group Singer in one (1) radio commercial for use in Canada, Chicago and Los Angeles, plus 41 other cities, would receive Session Fees and residual fees for the first thirteen (13)–week cycle of use as follows:

Minimum guarantee per session	Year 1	Year 2	Year 3
Multiple Voice/Group Singer	\$ 469.00	\$ 478.50	\$ 488.00
plus Chicago, Los Angeles and	597.50	609.50	621.75
41 other cities (4 units of use)	\$1066.50	\$1088.00	\$1109.75

**2502 Exclusive U.S. Use** When one (1) radio commercial is produced in Canada for use exclusively in the United States, Performers engaged shall be paid as follows:

- (a) minimum guarantee per session per commercial as provided for in Article 2101, entitling use of one (1) radio commercial in U.S. markets to a total of two (2) units, as defined in Article 2501(b)(i), per thirteen (13)–week cycle of use. The minimum guarantee includes two (2) allowable tags. Each additional tag is payable at the per tag rate of **\$125.25/\$127.75/\$130.25**.
- (b) For use of one (1) radio commercial in U.S. markets beyond two (2) units per thirteen (13)–week cycle of use, the Performer shall receive per commercial:

**Year 1:** Aug 05, 2017 to June 30, 2018   **Year 2:** July 1, 2018 to June 30, 2019   **Year 3:** July 1, 2019 to June 30, 2020

	<b>Year</b>	<b>Single Voice/ Solo Singer</b>	<b>Multiple Voice/ Group Singer</b>
Any 3 units of use	1	\$700.50	\$524.50
	2	714.50	535.00
	3	728.75	454.75
Any 4 units of use	1	795.75	597.50
	2	811.75	609.50
	3	828.00	621.75
Each additional unit beyond 4 units	1	95.75	70.50
	2	97.75	72.00
	3	99.50	73.50
All U.S.	1	1,305.00	956.25
	2	1,331.00	975.50
	3	1,357.75	995.00

### Examples

- (1) A Performer engaged as a Single Voice/Solo Singer in one (1) radio commercial for use exclusively in the U.S. would receive session and residual fees for the first thirteen (13)-week cycle of use for play in Chicago, plus 21 other cities, as follows:

Minimum guarantee per session,  
Single Voice/Solo Singer (2 units of use):  
**\$625.00/\$637.50/\$650.25**

- (2) A Performer engaged as a Group Singer in one (1) radio commercial for use exclusively in the U.S. would be paid session and residual fees for the first thirteen (13)-week cycle of use for play in Chicago, New York and Los Angeles, plus 19 other cities, as follows:

4 units of use per commercial: **\$597.50/\$609.50/\$621.75**

**2503 Other Foreign Use** When one (1) radio commercial is produced in Canada for use in any country excluding Canada and the United States, or for use in any country (excluding the U.S.) in addition to use in Canada, Performers engaged shall be paid as follows:

- (a) minimum guarantee per session as provided for in Article 2101;

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- (b) for each additional country in which the commercial is used in the first thirteen (13)–week cycle of use, a residual fee equal to the residual fee provided for in Article 2101;
- (c) for each country in which the commercial is used in subsequent thirteen (13)–week cycles, a residual fee equal to the residual fee provided for in Article 2101.
- (d) Upon payment of three (3) times the residual fee provided for in Article 2101, the commercial may be used throughout the world (excluding Canada and the United States) for each thirteen (13)– week cycle of use.

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### SECTION 26 – REMITTANCE OF PAYMENTS

- 2601 **Payments Net** All rates quoted herein are net to the Performer, and no deduction of any amount may be made, except as is required to be made by law or by this Agreement.
- 2602 **Payment Time Requirements** Payments to each Performer shall be made as follows:
- (a) **Session Payments** All payments for services rendered for each television or radio commercial, including Session Fees, preproduction rehearsal fees and other incidental fees such as for auditions, travel, etc., including applicable penalty payments (e.g., meal period infringement) as provided for in this Agreement, shall be made not later than fifteen (15) business days after the work session.
  - (b) **Edited Commercials** Payments to be made under Section 19, Editing of Commercials, if not covered elsewhere, shall be made not later than fifteen (15) business days after the first air-date of the edited commercial.
  - (c) **Use or Residual Payments** Whenever reference is made in this Agreement to “cycle,” it shall be deemed to mean a period of thirteen (13) consecutive weeks. Use of all commercials must be declared in cycles.
    - (i) **Wild Spot or Network Spot Cycle:** Television Residual payments for wild spot or network spot usage shall be paid within twenty (20) business days of the first play or the beginning of the applicable cycle of each television commercial.

- (ii) An Engager may change a commercial in spot usage to a higher classification during a cycle of use by either declaring a new cycle and making full payment under the new classification, or by paying the difference between the old classification and the new classification and continuing in the present cycle of use. However, such change as herein provided shall not extend the lifespan of the commercial beyond the provisions of Article 1814.

If, during any cycle of use, a commercial is used at a higher classification or in additional Television markets not originally declared, additional payments for the upgrade shall be made within twenty (20) business days of the date of first use in the higher classification or additional market(s).

- (iii) **Program Cycle:** Television All residual payments for program cycles, including the first cycle and minimum guarantees, shall be paid within twenty (20) business days of the beginning of the applicable cycle. Prepayments referred to in Article 1806(c) must be paid within fifteen (15) business days of the beginning of the cycle. Additional use payments within any cycle shall be made within twenty (20) business days of the end of the applicable cycle.
- (iv) All Cycles: Radio Residual payments for use of radio commercials shall be paid within twenty (20) business days of the first play or the beginning of the applicable cycle.

However, since the first cycle of use of a radio commercial is covered by the session payment, it will still be necessary to report the cycle dates for applicable commercials within the time periods specified.

- (d) **Late-Payment Penalties** Failure to make payments within the periods specified in this Agreement shall result in the following penalty payments being payable to the Performer:
  - (i) A penalty payment of **\$6.00** per Performer is due for each business day, beginning with the day following the date of default, up to thirty (30) business days.
  - (ii) Thereafter the penalty shall cease unless ACTRA notifies the Engager that full payment has not been made. In the event that full payment, including accrued penalties, is not made within twelve (12) business days thereafter, the penalty payment shall be resumed, retroactive to the date of receipt of notice of non-

payment. The amount shall then be **\$10.00** per Performer per calendar day, without limitation, until the full payment is made.

- (iii) Late-payment penalties for television commercials shall be assessed as outlined above for each commercial. Late-payment penalties for radio commercials shall be assessed, as outlined above, on the basis of one (1) late-payment penalty for a group of up to three (3) radio commercials produced at the same work session. Late-payment penalties shall be assessed on each radio commercial beyond the first three (3) radio commercials.
- (iv) Late payment of the Insurance and Retirement Plan deductions and contributions shall be subject to late-payment penalties calculated in accordance with paragraph (d) (iii) above, made payable to ACTRA I & R.
- (v) An Engager who fails to pay the Performers within sixty (60) business days following the date of default may be declared unfair by ACTRA, provided that there is no bona fide dispute as to compensation, and provided that ACTRA has notified the Engager as required above that full payment has not been made.

In declaring an Engager unfair for failure to pay Performers, ACTRA may instruct all Performers not to work for such unfair Engager, without injury or damage to the Performers or to ACTRA.

- (vi) Insurance and Retirement Plan deductions and Contributions shall not be made from late payments levied upon an Engager.
- (vii) Failure to pay in full caused by mathematical error shall not result in late-payment penalties.
- (viii) Penalties shall not be invoked if the Performer, having been furnished an engagement contract on or before the date of the session, fails to return the signed contract promptly, or when there is a bona fide dispute as to compensation.

**(e) Payment Procedures and Forms**

- (i) **Payable to Performer** All payments due to Performers, such as session, recall, residual, audition and other, incidental fees, including penalty payments (if any), shall be made payable to the Performer and shall be forwarded to the ACTRA local office in the location where the production has taken place.

- (ii) **Session Payment** All fees and penalties (e.g., Session Fee, preproduction rehearsal fee, recall fee) due to the Performer for his/her work in a commercial shall be made payable to the Performer, and shall be forwarded to the appropriate ACTRA local office within the time period specified in this Agreement, together with copies of the completed Session Payment Form (Appendix H) as provided by ACTRA.
- (iii) **Residual Payment** All residual fees due to the Performer for the use of a commercial in which he/she has been engaged shall be made payable to the Performer, and shall be forwarded to the appropriate ACTRA local office within the time period specified in this Agreement, together with copies of the completed Declaration of Use and Residual Payment Forms (Appendix I) as provided by ACTRA.

#### SECTION 27 – ACTRA WORK DUES DEDUCTIONS

- 2701 **ACTRA Member Dues Deduction** The Engager shall deduct work dues in the amount of two and one-quarter percent (2.25%) of gross fees paid to each Performer who is an ACTRA Member, and shall pay such amount to ACTRA by cheque, together with session and residual payments. During the life of this Agreement, ACTRA may amend the percentage of the deduction.
- 2702 **ACTRA Apprentice Member and Non-member Service Fee Deductions** The Engager shall deduct ACTRA Apprentice Member and non-member service fees in the amount of ten percent (10%), plus GST, HST or QST on the 10% service fee, from the gross residual and dormancy fees payable to each ACTRA Apprentice Member and non-member. The Engager shall pay such amount to ACTRA by cheque, together with all residual and dormancy payments. During the life of this Agreement, ACTRA may amend the percentage of the deduction.

#### SECTION 28 – INSURANCE AND RETIREMENT PLAN

- 2801 **Insurance** For insurance purposes, the Engager shall contribute an amount equal to five percent (5%) of the gross fees paid to each Performer who is a full Member of ACTRA.
- 2802 **Retirement** For retirement purposes, the Engager shall contribute an amount equal to seven percent (7%) of the gross fees paid to each Performer who is a full Member of ACTRA.

**2803 Retirement Deductions** For retirement purposes, the Engager shall deduct an amount equal to four percent (4%) from the gross fees paid to each Performer who is a full Member of ACTRA.

**2804 Non-members' Equalization Payments and Deductions**

- (a) In order to equalize the payments and deductions in respect of ACTRA Members and non-members, the Engager shall
  - (i) contribute an amount equal to twelve percent ( 12%) of the gross fees paid to each Performer who is not a member of ACTRA, including those designated as Apprentice or Temporary Members and Work Permittees (non-members), and
  - (ii) deduct from the remuneration payable to each non-member an amount equal to four percent (4%) of the Performer's gross fees.
- (b) The equalization payments and deductions made in respect of non-members may be used and applied by ACTRA for disposition in such manner and for such purposes as may be determined at the absolute and unfettered discretion of ACTRA.
- (c) All contributions and deductions made pursuant to Section 28 shall be made payable by cheque to
  - (i) the Union of British Columbia Performers (UBCP), in respect of productions in the province of British Columbia, or
  - (ii) ACTRA I&R, in the case of all other productions.

**2805 Remittance Procedures** All deductions, contributions and payments required to be made to ACTRA shall be payable by cheque thereto and remitted, together with the session and residual payments, to the local ACTRA office where the production took place.

All cheques on account of contributions, deductions and equalization payments made pursuant to Section 28 shall be remitted by courier and/ or electronic data interchange (EDI) to the local ACTRA office where the production is produced and/or administered.

For the purposes of this section, "gross fees" means fees for services and time provided to the Engager, but exclusive of money paid to a Performer by an Engager for expenses, such as a per diem allowance or travel receipts as agreed upon.

No deductions, contributions or payments shall be made on late- payment penalties levied upon an Engager under Article 2602(d).

- 2806 ACTRA's Insurance and Retirement service providers of record are ACTRA Fraternal Benefit Society (AFBS) and in British Columbia, AFBS and the Member Benefits Trust.

#### SECTION 29 – CONTRACT SERVICE FEES (CSFs)

##### 2901 **Contract Service Fee Amount**

- (a) This Agreement recognizes that, in as much as contract service fees, plus applicable GST, HST or QST, exist in other ACTRA Agreements (e.g., CBC, CTV, Independent Production Agreement), such fees shall also be payable in the production of commercials for television and radio. The purpose of such payment is to compensate for the enforcement of this Agreement by ACTRA and for service and stewarding provided by ACTRA in connection with the production of commercials.
- (b) (i) The contract service fee shall be the lesser of **\$300.00** per television commercial, plus GST, HST or QST, as applicable; **\$150.00** per radio commercial, plus GST, HST or QST, as applicable.
- Or
- Any commercial with gross performer session fees of one thousand dollars (\$1,000.00) or less shall be subject to a Contract Service Fee of **\$100.00**.
- (ii) When more than three (3) commercials are produced at the same work session, the contract service fees payable per commercial may be limited as follows:
- up to five (5) commercials: maximum three (3) CSFs payable
  - six (6) or more commercials: maximum five (5) CSFs payable
- (c) For Digital Media commercials a contract service fee of seventy-five dollars (\$75.00) for video or thirty-five dollars (\$35.00) for audio, per commercial, shall be paid. If a commercial is moved over from Digital Media to television, radio, or Other Media (Article 1818), the Contract Service Fee for such commercial shall be upgraded to the appropriate amount specified in Section 29
- (d) Contract service fees will be payable only on the original production of radio and television commercials, and on any Digital Media commercial that is moved over to broadcast or other media. In addition, contract service fees shall not be payable on television and radio demo or test commercials (until such demo or test commercials are broadcast), public service announcements, lift, edits or tags. The contract service fee payable on a commercial shall at no time exceed the Session Fees paid to Performers on such commercial.

- (e) The Engager shall be responsible for remittance of the required contract service fees at the time that the session payments are made. In the course of a production in which an advertising agency engages the services of a production house that has not adhered to this Agreement, the advertising agency shall make arrangements for remittance of the contract service fees by such production house to the local office of ACTRA. In the event that a production house does not make payment as prescribed herein, the advertising agency for which the commercial is produced shall, upon receipt of an invoice from the local ACTRA office, be liable for such payment.
- (f) ACTRA will refund monthly to the ICA thirty-three point three percent (33.3%) and to ACA thirty-three point three percent (33.3%) of the total amount of contract service fees collected, to compensate the ICA and ACA for their costs for servicing, administering and negotiating this Agreement. Penalty payments shall not be invoked if these fees are not paid within the time periods specified above.

#### SECTION 30 – LETTER OF ADHERENCE

- 3001 **Binding Obligation** Engagers who wish to engage ACTRA Performers in the production of their commercials for television or radio shall sign a Letter of Adherence on their own letterhead and forward the original signed copy to the National Executive Director of ACTRA. Such Letter of Adherence, once executed, shall constitute a binding obligation to the current National Commercial Agreement by the signatory of the Letter of Adherence in relation to the production of all commercials by the signatory or by any companies that it now or in the future controls and manages. Such Letter of Adherence shall be in the format provided in Article 3004.
- 3002 **Non-signatory** An Engager who clearly refuses to sign a Letter of Adherence, or who fails to respond to a request to sign a Letter of Adherence within a period of thirty (30) calendar days following the mailing of a registered letter requesting the Engager to do so, shall be considered a non-signatory.
- 3003 **Unfair Engager** Failure or refusal by any Engager to sign a Letter of Adherence shall automatically cause such Engager to forfeit all rights under this Agreement. ACTRA may declare such Engager to be an “unfair Engager,” and may instruct all Performers, without injury or damage to the Performers or to ACTRA, not to work for such unfair Engager.
- 3004 **Letter of Adherence** See format overleaf.

- 3005 **Relationship with Non-signatory** The Parties recognize the value of encouraging and facilitating foreign entities to produce commercials in Canada engaging members of ACTRA. According, nothing in this Agreement shall be read as precluding foreign entities, whether agencies, production companies or advertisers, from utilizing a Canadian signatory to the Agreement to engage ACTRA members in Canada on their behalf.

## LETTER OF ADHERENCE AND NEGOTIATION PROTOCOL TO THE ACTRA-ICA/ACA NATIONAL COMMERCIAL AGREEMENT

*Please sign a Letter of Adherence as follows on company letterhead and forward it to the Branch Manager of the local ACTRA office. The executed Letter of Adherence shall constitute a binding and irrevocable obligation by the Engager to adhere to the terms of the current National Commercial Agreement for its full duration; that is, until such time as a new National Commercial Agreement is entered into by the ICA/ACA and ACTRA, or the terms and conditions of the current National Commercial Agreement come to an end by virtue of the right to strike or lockout having accrued in accordance with the Negotiation Protocol.*

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Email: \_\_\_\_\_

Tel No: \_\_\_\_\_ Fax no: \_\_\_\_\_

Date: \_\_\_\_\_

To: ACTRA LOCAL UNION OFFICE

The Engager named below hereby acknowledges receipt of the national Agreement of rates and conditions for Performers in commercials **dated August 05, 2017 to June 30, 2020**, negotiated between ACTRA and the ICA/ACA. In the interests of promoting stability and national standards in the industry and effecting harmonious relations with ACTRA and Performers working under this Agreement, the Engager hereby becomes signatory to said Agreement and agrees to abide by and conform to all the terms and conditions contained therein. This Letter of Adherence, once executed, will constitute a binding obligation to the current Agreement by the signatory in relation to the production of all commercials by the signatory or by any companies that it now or in the future controls and manages.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

Signed on Behalf of:

This \_\_\_\_\_

Company name \_\_\_\_\_ day/month/year

This Letter of Adherence is hereby countersigned by a duly authorized representative of ACTRA:

Per \_\_\_\_\_ Date \_\_\_\_\_

## SECTION 31 – INDEPENDENT ENGAGERS

- 3101 **Engager Liable** In the event that the Engager contracts or engages for production of a commercial an independent Engager or production house that is not a signatory to this Agreement, the Engager shall be liable for any violations of this Agreement arising out of the production of such a commercial by such independent Engager or production house.
- 3102 **Agreement Terms No Less Favourable** ACTRA agrees that it will not enter into any agreement involving the services of its Members in commercials with an Engager on terms more favourable to such Engager than the terms set forth herein. The provisions of this Section shall not preclude the right of ACTRA to negotiate agreements governing rates and conditions for local markets only. ACTRA further agrees that it will not permit its members to be engaged by any Engager for television and radio commercials in Canada that has not signified, in writing, adherence to this Agreement.

## SECTION 32 – TRANSFER OF RIGHTS

- 3201 **Transfer of Rights Required** Upon the sale, transfer, assignment or other disposition by an Engager of any commercials produced by it hereunder, the Engager shall not be responsible to ACTRA for residual payments provided for herein nor for breach or violation of this Agreement by such transferee, provided that the Engager in its agreement with such transferee shall include a provision, made expressly for the benefit of ACTRA, requiring such transferee to comply with all of the provisions of this Agreement with respect to such commercials. Such agreement shall be in the following format (see example form letter in Appendix P).
- 3202 **Transfer of Rights Form**
- Refer to Appendix P.
- An Engager shall not be responsible for payment if unable to obtain a Transfer of Rights letter from the transferee.
- 3203 **Written Notice** The Engager shall give written notice to ACTRA by mail of each sale, transfer, assignment or other disposition of any commercial(s) that may be subject to the National Commercial Agreement, with the name and address of the purchaser, transferee or assignee, and shall deliver to ACTRA a copy of the above Transfer of Rights agreement.

### SECTION 33 – BOND IN CERTAIN CASES

- 3301 Bond May Be Required** ACTRA reserves the right to require posting in advance by the Engager of an adequate bond, cash or other security, in the event that ACTRA determines that a particular Engager is not reliable or financially responsible.

### SECTION 34 – GRIEVANCE AND COMPLAINTS

#### **3401 Time Period for Filing Grievances**

**First Stage:** Performers and/or ACTRA shall make every effort to raise with the Engager, discuss and resolve any complaints or potential grievances connected to the production at the time of production, wherever possible. ACTRA shall have the right to screen a commercial or commercials connected to the production at a time mutually convenient to ACTRA and the Engager.

- (a) In any event, the Performer must advise ACTRA within thirty (30) days of the date on which he/she becomes aware or ought to have become aware of the act or omission giving rise to any grievance. A party may initiate a grievance only within sixty (60) days of the date on which that party becomes aware or ought to have become aware of the act or omission giving rise to the grievance.
- (b) A grievance shall be considered initiated when the initiating grievor (ACTRA, the ICA/ACA or the Engager) sets forth in writing the facts giving rise to the dispute, the relevant sections of the Agreement or of the individual contract, and the remedy sought, and delivers the grievance to the other party to the grievance. The Association to which a respondent Engager belongs will be provided a copy.
- (c) In all cases concerning one or more Performers, ACTRA, as the exclusive bargaining agent for Performers covered by this Agreement, has carriage of the grievance and is considered the grievor or the respondent, as the case may be. When the Engager is not a member of one of the Associations, ACTRA shall advise both the ICA and the ACA of the grievance.

**Second Stage:** In the event of a failure to resolve the grievance at the first stage, ACTRA, the ICA/ACA or an Engager shall refer the grievance in writing to the Joint Standing Committee for mediation or to obtain guidance from the Committee.

**3402 Joint Standing Committee Composition** The Joint Standing Committee will be composed of four (4) representatives of the ICA and ACA and four (4) representatives of ACTRA [six (6) of whom shall constitute a quorum]. Each Party shall have equal voting rights at any meeting of the Committee; for example, when only three (3) representatives of the ICA/ACA are present, then ACTRA shall be entitled to only three (3) representatives at that meeting.

Both the ICA/ACA and ACTRA shall advise the other Part in writing of its appointees to the Joint Standing Committee. Each of the Parties may appoint an alternate member in the absence of a member of the Committee.

- (a) The Joint Standing Committee shall meet six (6) times per calendar year, on the second Tuesday of the months of January, March, May, July, September and November, at times and places to be determined by the Committee or its representatives. Meetings may be cancelled only in the event that there are no grievances to discuss. A meeting may be postponed because of extraordinary circumstances, but in no event for more than eleven (11) working days.
- (b) The Joint Standing Committee shall hear the dispute and shall attempt to resolve the matter. Parties submitting grievances who are not able to appear in person may submit a statement in writing or on video.

**3403 Rules and Procedures** The Joint Standing Committee may make its own rules and procedures and shall rotate the position of chairperson. Records and minutes must be kept. The Committee may appoint a non-member secretary to keep records and minutes.

**3404 Powers** The Joint Standing Committee shall be empowered to mediate, and if such mediation is unsuccessful, to recommend resolutions on each matter submitted to it in accordance with the provisions of this Agreement. The Committee may make such recommendations as it sees fit, including

- (a) giving its views on its interpretation of the Agreement where it is found by the Committee that a provision or provisions of the Agreement are ambiguous;
- (b) recommending redress to the complaining Party when it is found that the Agreement has been violated;
- (c) recommending improvements to the administration of the Agreement to the Parties.

- 3405 The mediated resolution or, in the alternative, the recommendations of the Committee shall be reduced to writing and made available to all parties to the grievance.
- 3406 In the event that settlement is not reached through the first or second stages of the grievance procedure, or in the event that the respondent party does not respond to the grievance, the complaint may be referred to arbitration by the grieving party, in accordance with the following provision.
- 3407 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, the grieving party, after complying with the stages set out above in this Section, shall notify the other party in writing of its desire to submit the difference or allegation to a single Arbitrator.
- (b) The party invoking arbitration shall, in its notice of intent to proceed to arbitration, suggest a person or persons to serve as the sole Arbitrator.
- (c) The recipient of the notice shall respond within ten (10) working days, either agreeing to a proposed Arbitrator, or suggesting alternative Arbitrators.
- (d) If the parties cannot agree on an Arbitrator within thirty (30) days, either party may request the Minister of Labour for the province where the dispute is being heard to appoint an Arbitrator.
- (e) In Quebec, the Arbitrator in such case may be appointed in accordance with the *Act respecting the professional status and conditions of engagement of performing, recording and film artists (R.S.Q., c. S-32.1)*
- 3408 **Timely and Complete Hearing** The Arbitrator shall hear the dispute in a timely fashion.
- 3409 **Powers of Arbitrator** The Arbitrator shall not alter, amend, add to or delete from the terms of this Agreement. The Arbitrator shall be accorded all of the powers of an Arbitrator under labour relations statutes applicable in the province in which the dispute is heard. In Quebec, the Arbitrator shall be accorded the powers described in section 100.12 of the Labour Code (as amended).
- 3410 **Arbitrator's Decision** The Arbitrator shall be empowered to issue a final and binding decision and will enable the complaining Party to exercise all rights and benefits provided by this Agreement. The Arbitrator shall, in

establishing entitlement to such rights and benefits, render a decision that he/she considers warranted under the circumstances, including redress in the form of damages.

- 3411 **Association Status** In any grievance against an Engager, the ICA/ACA may request that the Arbitrator grant the ICA/ACA intervener status.
- 3412 **Unfair Engager** In the event that the Engager fails or refuses to abide by this complaint procedure or to implement a decision by an Arbitrator, ACTRA shall have the right to declare such Engager “unfair.” ACTRA may direct its members not to accept any engagements from such Engager, without injury or damage to the Performers or to ACTRA.
- 3413 **Time Periods May Be Changed** Any time period provided for in this Section may be changed by mutual agreement between the representatives of ACTRA, the ICA/ACA or the Engager, as the case may be.

#### SECTION 35 – PERIOD OF OPERATION

- 3501 **Term of Agreement** This Agreement shall come into effect on August 05, 2017, and shall remain in full operation until June 30, 2020.
- NEW Minimum Fees and Rates:** Effective August 05, 2017, there shall be a general increase of two percent (2%) in all fees and rates. Effective July 1, 2018, there shall be an additional general increase of two percent (2%) in all fees and rates. Effective July 1, 2019, there shall be an additional general increase of two percent (2%) in all fees and rates.
- 3502 **Notice to Renegotiate** Either party desiring to renegotiate shall give notice to the other party at least eight (8) months prior to the expiration date of this Agreement. Notwithstanding the above, it shall be a condition that duly constituted representatives of the adherents to the Agreement shall meet at least six (6) months prior to such expiration date or earlier.
- 3503 **Application of Fees and Rates, Terms and Conditions** Notwithstanding the foregoing, it is agreed that the fees and rates, terms and conditions for this Agreement are in effect on August 05, 2017. Residuals for Performers (where such commercials are in use) shall continue to be paid at the prevailing rates of the National Commercial Agreement immediately predating this Agreement until the cycle in operation on August 05, 2017 has expired. Residual payments for subsequent cycles of such commercials shall be paid at the use rates provided for in this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed this 05th day of August, 2017.

ACTRA

The Institute of Communication Agencies  
and  
The Association of Canadian Advertisers

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## ADDENDUM NO. 1: LOCAL AND REGIONAL COMMERCIALS

### ACTRA-ICA/ACA AGREEMENT RESPECTING RATES AND CONDITIONS FOR PERFORMERS IN LOCAL AND REGIONAL COMMERCIALS RULES AND RATES EFFECTIVE SEPTEMBER 23, 2017 TO JUNE 30, 2020

#### ARTICLE 1 – APPLICATION AND RECOGNITION

- 101 **Application** The terms and conditions of this Addendum shall apply to persons who are Members of or who are eligible for membership in ACTRA with respect to local television, radio and Digital Media commercials produced and broadcast for local use in the geographic areas defined herein.
- 102 **Limitation: Local Advertisers** This Addendum is limited to commercials produced for advertising of products or services advertised or distributed on a local or regional basis.
- 103 **Parties to Agreement** The terms of this Addendum are the result of negotiations between representatives of the Joint Broadcast Committee, established by the Institute of Communication Agencies (“ICA”) and the Association of Canadian Advertisers (“ACA”), and ACTRA.
- 104 **Recognition** The Engager recognizes ACTRA (and its component branches/ local unions) as a voluntary association authorized to represent each and all of its Members in establishing minimum rates and working conditions.
- 105 **ACTRA as Sole Bargaining Agent** The Engager recognizes ACTRA (and its component branches/local unions) as the sole and exclusive bargaining agent for Performers with respect to all minimum rates and working conditions provided for in this Addendum.
- 106 **Limitation: Geographic Areas** This Addendum is limited to the following geographic areas (referred to in Article 101 and 102 above):

#### **Regional Category    Geographic Area**

- |   |  |
|---|--|
| 1 | British Columbia; or Prairie Provinces (Alberta, Saskatchewan and Manitoba)  |
| 2 | Manitoba (including Ontario, east to Thunder Bay); or Saskatchewan; or Alberta (including Peace River, BC); or Atlantic Provinces; or southeast Ontario (Ottawa/ Kingston) or southwest Ontario (London/Windsor) |

- 3 Northern Ontario (North of highway 7 but including the cities of Sudbury, North Bay and Sault Saint Marie); or Newfoundland and Labrador; or Nova Scotia; or New Brunswick; or Prince Edward Island; or Northwest Territories; or Nunavut; or Yukon
- 4 Applicable to commercials produced in either British Columbia or the Prairie Provinces for use in both areas inclusively

For clarification, Toronto (Ontario) and the Province of Quebec are not covered by this Addendum.

- 107 **Production Outside Area of Use** Where a commercial, or part of a commercial is produced in a production centre outside of the geographic area of use, which conforms to the limitations in Article 106, the Session Fees will be paid per the regional category of the production region or region of use, whichever is higher.

Where a commercial for a national product is being produced and advertised in a region, with a regional offer, the commercial will be considered a Regional commercial.

- 108 **National Agreement May Apply** Any departure from the conditions set forth in this Addendum will automatically place the commercial under the terms, rates and conditions of the ACTRA-ICA/ACA National Commercial Agreement.
- 109 **Subsequent Use** Where any commercial has been produced in accordance with the provisions of this Addendum and is subsequently used beyond the limits imposed by this Addendum, the Engager shall pay to the Performers concerned a step-up fee to meet the rates and conditions of the ACTRA-ICA/ACA National Commercial Agreement.

## ARTICLE 2 – DEFINITIONS

- 201 Except where otherwise provided for in this Addendum, the definitions appearing in Articles 2, 3 and 4 of the ACTRA-ICA/ACA National Commercial Agreement shall apply.

## ARTICLE 3 – CONDITIONS OF PRODUCTION

- 301 **Auditions** In order to encourage local development of a professional body of Performers, the Engager may request a Performer to audition without

compensation, inclusive of a “mike test” reading of lines, for a period not exceeding one (1) hour from the time the Performer is called to report for such audition. Where any audition tape or recording is actually used in a commercial, the Performer shall be contracted and paid the appropriate session and residual fees.

- 302 **Callback Audition Fee** Performers may be called back for a second (2nd) audition, in which case each Performer shall receive a twenty-five dollar **(\$25.00)** expense fee for a one (1)-hour long callback audition in consideration of expenses incurred. Any additional time spent beyond one hour in a second (2nd) or subsequent audition will be paid in half hour increments at the hourly per diem rate of **\$25.00** up to a maximum of **\$100.00** or 4 hours. Additional time spent beyond four (4) hours will be paid at the Additional Work Time rate of the Regional Category and will be subject to I&R contributions. The terms of the National Commercial Agreement will apply for third (3rd) and subsequent auditions and for Performers being detained beyond one (1) hour.

- 303 **Payment Time Periods** The Engager will remit the required payments for the Performer and ACTRA and the appropriate forms to the local union office of ACTRA, no later than fifteen (15) business days following the date of production. Such forms will provide the local ACTRA office with the following information:

- names of Engager and Sponsor
- identity of commercial
- name of Performer
- date of production
- category of performance
- hours of work
- declaration of use of the commercial by market use and cycle dates, where applicable

- 304 **Prior Notification**

- (a) The Engager shall notify the local ACTRA office, by telephone or otherwise, of the time, date and sponsor and the names and ages of any Minors engaged for the production, not less than twenty-four (24) hours prior to commencement of production of the commercial.

- (b) Whenever daily call sheets are prepared and released by an Engager, a copy of the complete call sheet shall be emailed to the nearest local ACTRA office, prior to the production day.

#### ARTICLE 4 – PREFERENCE OF ENGAGEMENT

- 401 **Preference to ACTRA Members** The Engager agrees that ACTRA Members in the location where the commercial is to be produced will receive preference of engagement. The Engager will make every effort to engage ACTRA Members. In the event that auditions are held outside of the location where the commercial is to be produced (i.e., the production centre serviced by the nearest appropriate branch), auditions must be held concurrently in the location where the commercial is to be produced, in order to comply with the above provision. Where it is established that an Engager does not give preference of engagement to ACTRA Members, ACTRA may refer the matter to the ACTRA –ICA/ACA Joint Standing Committee for disposition and action.
- 402 **Work Permits** If it is not possible to secure the talent required by the Engager from among the members of ACTRA, the following procedure shall apply:
- (a) The Engager shall notify the nearest office of ACTRA of the reasons for engagement of non-ACTRA Performers, and such non-ACTRA Performers shall apply for a work permit from the nearest local ACTRA office. Permits must be secured and paid for prior to commencement of work.
  - (b) The work permit fees for Apprentice Members and non-ACTRA Performers shall cost, per session, **\$43.75** for Apprentice Members and **\$52.50** for non-ACTRA Performers, in all localities covered by this Agreement.
- 403 **Work Permits Required** ACTRA Members shall not be required to work with Performers who are not members of ACTRA and who do not hold a work permit issued by ACTRA.
- 404 **Non-residents Precluded** The engagement of Performers who are not residents of Canada is precluded by this Addendum, unless they are Members in good standing of ACTRA. Any violation of this provision will automatically invoke application of the rates and conditions of the ACTRA–ICA/ACA National Commercial Agreement.
- 405 **Waiver Fees for Voice Patches** A voice performance provided by a non-Canadian Performer outside of Canada (by telephone, land patch or live), in a commercial otherwise produced in ACTRA’s jurisdiction, will be permitted

upon payment of a waiver fee of **\$506.25** per performer, per commercial, up to a maximum of three (3) waiver fees per pool of commercials produced during the same voice session (**\$1,518.75**).

406 **Non-members in Exceptional Circumstances** The Engager agrees that only members of ACTRA shall be engaged as Performers in radio commercials, except that non-members may be engaged in exceptional circumstances, such as where the required talent are not available from within the ACTRA membership or are to appear as themselves to endorse or give a testimonial about a product or service. Application must be made to the ACTRA local office for a work permit to qualify a non-member whose engagement may be justified in accordance with this Article. Notwithstanding the foregoing, work permits may be issued in the Singer categories.

407 **Members of the Public Waiver** For conditions governing this waiver, see Article 707 of the NCA.

**Note #1:** The cost of this waiver is one hundred dollars (\$100.00) for one (1) commercial.

**Note #2:** At least ten (10) persons must attend an event for it to qualify as a “live event”.

## ARTICLE 5 – NATIONAL COMMERCIAL AGREEMENT

### 501 **National Agreement Guidelines**

(a) **National Agreement Shall Govern** Where this Addendum is silent or a dispute occurs concerning this Addendum, the provisions of the ACTRA–ICA/ACA National Commercial Agreement shall govern. It is agreed that the ACTRA–ICA/ACA Joint Standing Committee established under the terms of the National Commercial Agreement may from time to time establish rulings concerning this Addendum, in accordance with the procedures established under the terms of the National Commercial Agreement. Such ruling or interpretation shall have full force and effect, and failure to comply may result in a declaration of “unfair Engager.”

(b) **Fee Shall Not Exceed National Agreement** In any event, the minimum session or residual fee payable to a Performer under this Addendum shall under no circumstances exceed the comparable minimum in the National Commercial Agreement.

## ARTICLE 6 – RATES

- 601 Minimum Fees** The rates provided herein are the minimum fees to be paid to Performers engaged in commercials produced within the jurisdiction of this Addendum.

## TELEVISION

**602 Television Rates**

- (a) The minimum guarantee per session includes up to one (1) minute of finished commercials per advertiser (e.g., two (2) thirty-second commercials or four (4) fifteen-second commercials). If all performers including the off camera performers engaged are from the geographic regions 2 or 3, the Engager may produce up to one half hour (1½) minutes of finished commercials.

Only one commercial may be produced at the Regional Category 4 rates below. An additional thirty (30) seconds of finished commercials can be produced upon payment per Regional 4+ below

**Year 1:** September 23, 2017 to June 30, 2018

**Year 2:** July 1, 2018 to June 30, 2019

**Year 3:** July 1, 2019 to June 30 2020

Performance Category	Year	1	2	3	4	4+	Include Work Time
Principal/Solo Singer (on camera)	1	567.60	469.90	407.00	617.00	822.70	6 hours
	2	579.00	479.30	415.10	629.30	839.20	6 hours
	3	590.60	488.90	423.40	641.90	856.00	6 hours
Demonstrator/Silent-On-Camera	1	546.10	451.20	387.40	594.20	792.20	6 hours
	2	557.00	460.20	395.10	606.10	808.00	6 hours
	3	568.10	469.40	403.00	618.20	824.20	6 hours
VO/Solo Singer (off-camera)	1	280.60	166.20	129.20	304.90	406.50	1 hour
	2	286.20	169.50	131.80	311.00	414.60	1 hour
	3	291.90	172.90	134.40	317.20	422.90	1 hour
Group Singer	1	210.40	99.60	77.30	228.90	305.20	1 hour
	2	214.60	101.60	78.80	233.50	311.30	1 hour
	3	218.90	103.60	80.40	238.20	317.50	1 hour
Background Perf (no residuals)	1	420.80	261.60	261.60	420.80	420.80	6 hours
	2	429.20	266.80	266.80	429.20	429.20	6 hours
	3	437.80	272.10	272.10	437.80	437.80	6 hours

- (b) **Additional Commercials** Each additional commercial [beyond one (1) minute of finished commercials] produced at the same work session may be paid at the rate of one-third (1/3) of the contracted Session Fee. For each additional television commercial so produced, the Engager may be entitled to an additional two (2) hours of “included work time” per commercial for on-camera Performers and Background Performers, and an additional one (1) hour of included work time per commercial for off-camera Performers.
- (c) **Hourly Work Time** When production is continued beyond the designated included work time assigned to each category of performance, up to and including the sixth (6th) hour of work in any one day, the additional time shall be designated “hourly work time,” and Performers shall be paid for Categories 1, 2 and 3 at the rate of **\$50.00/\$51.00/\$52.00** and for Category 4 at the rate of **\$72.60/\$74.10/\$75.60** per hour or any portion thereof.
- (d) **Additional Work Time** When production is continued beyond six (6) hours, such work time shall be designated “additional work time,” and the Performers shall be paid for the seventh (7th) and eighth (8th) hours of work for Categories 1, 2 and 3 at the rate of **\$60.40/\$61.60/\$62.80** and for Category 4 at the rate of **\$87.20/\$88.90/\$90.70** per hour or any portion thereof.
- (e) **Overtime** When production is continued beyond eight (8) hours in any one (1) day [excluding a one (1)–hour meal period], further hours of work shall be called “overtime,” and shall be paid for Categories 1, 2 and 3 at the rate of **\$65.70/\$67.00/\$68.30** and for Category 4 at the rate of **\$95.40/\$97.30/\$99.20** per hour or any portion thereof.

**(f) Television Recall and Preproduction Rehearsal Fee Rates****Year 1:** September 23, 2017 to June 30, 2018**Year 2:** July 1, 2018 to June 30, 2019**Year 3:** July 1, 2019 to June 30, 2020**Regional Category**

<b>Performance Category</b>	<b>Year</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>Include Work Time</b>
Principal/Solo Singer (on camera)	1	284.70	234.90	201.30	412.40	3 hours
	2	290.40	239.60	205.30	420.60	3 hours
	3	296.20	244.40	209.40	429.00	3 hours
Silent-On- Camera Demonstrator	1	273.70	225.90	194.10	396.50	3 hours
	2	279.20	230.40	198.00	404.40	3 hours
	3	284.80	235.00	202.00	412.50	3 hours
Voice-Over/Solo Singer (off camera)	1	139.90	82.80	64.70	202.80	1 hour
	2	142.70	84.50	66.00	206.90	1 hour
	3	145.60	86.20	67.30	211.00	1 hour
Group Singer	1	108.50	49.90	39.10	152.60	1 hour
	2	110.70	50.90	39.90	155.70	1 hour
	3	112.90	51.90	40.70	158.80	1 hour
Background Performer (no residuals)	1	161.70	80.80	79.20	234.20	3 hour
	2	164.90	82.40	80.80	238.90	3 hour
	3	168.20	84.00	82.40	243.70	3 hour

- (g) Demo and Test Commercials** Voice-Over Performers engaged in demo or test commercials shall be paid not less than fifty percent (50%) of the applicable Session Fee and one (1) hour included work time. On-camera Performers shall be paid not less than fifty percent (50%) of the applicable Session Fee [three (3) hours included work time]. Hours worked beyond the included work time shall be paid at the full rates for additional work time and overtime. Performers must be notified at the time of booking if a commercial is a demo, and it must be so stated on the Performer's contract. Demo commercials shall not be broadcast. In the event that a demo commercial is to be broadcast, the Engager must seek the permission of the Performers concerned. In the event that the permission of all the Performers is obtained, the

## TELEVISION

fees paid to the Performers must be upgraded to the normal applicable television Session Fees. Such payment shall be made prior to broadcast of the commercial. The Engager may seek to upgrade a demo for broadcast only within the first thirteen (13) weeks after production, although, under special circumstances and with the agreement of the Performer(s), extensions may be granted. Residual payments must be made to the Performers for broadcast use.

Performers engaged in demo commercials shall not be required to provide product exclusivity.

- (h) **Presentations** For non-broadcast presentations (e.g., when an agency is “pitching” a client), Performers may be engaged at thirty- five percent (35%) of the applicable session or session/use fee.

Presentations may not be broadcast without prior permission of the Performer(s) and payment of an additional one hundred percent (100%) of the applicable session or session/use fee.

## TELEVISION AND RADIO

- (i) **Tags** may be produced under the following circumstances:

- (i) At the original session, in RADIO: up to a total of two (2) minutes/ in TELEVISION: up to a total of one (1) minute of finished material may be produced, inclusive of any combination of commercials and tags. However, the number of tags shall not exceed ten (10).
- (ii) When a Performer is called to produce tags, the appropriate Session Fee shall be paid.
- (iii) When a Performer records in excess of ten (10) tags as provided for in paragraphs (i) and (iii) above, the payment per additional tag shall be as follows:

## TELEVISION

**Year 1:** September 23, 2017 to June 30, 2018

**Year 2:** July 1, 2018 to June 30, 2019

**Year 3:** July 1, 2019 to June 30, 2020

	<b>Regional Category</b>			
<b>Regional Television</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
On Camera				
Year 1	131.70	97.30	72.70	190.60
Year 2	134.30	99.20	74.20	194.40
Year 3	137.00	101.20	75.70	198.30
Off-Camera				
Year 1	80.10	59.20	43.80	116.10
Year 2	81.70	60.40	44.70	118.40
Year 3	83.30	61.60	45.60	120.80
	<b>Regional Category</b>			
<b>Regional Radio</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Year 1	43.80	32.30	23.60	63.90
Year 2	44.70	32.90	24.10	65.20
Year 3	45.60	33.60	24.60	66.50

603 **Television Residual Rates****Regional Category 1****Television Residual Rate per Commercial**

**Year 1:** September 23 2017, to June 30, 2018 **Year 2:** July 1, 2018 to June 30, 2019 **Year 3:** July 1, 2019 to June 30, 2020

**More Than One Commercial Produced at a Session (see Article 603a)**

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use	Per One Years' Use (Prepaid)	Per Two Years' Use (Prepaid)
Principal/Solo Singer (on camera)	1	210.20	265.70	321.40	423.40	1,270.20	2,223.30
	2	214.40	271.00	327.80	431.90	1,295.60	2,267.80
	3	218.70	276.40	334.40	440.50	1,321.50	2,313.20
Silent-On-Camera	1	202.10	255.30	309.00	407.10	1,221.30	2,153.70
	2	206.10	260.40	315.20	415.20	1,245.70	2,196.80
	3	210.20	265.60	321.50	423.50	1,270.60	2,240.70
Voice-Over/Solo Singer (off camera)	1	142.10	176.50	210.20	321.40	963.20	1,686.10
	2	144.90	180.00	214.40	327.80	982.50	1,719.80
	3	147.80	183.60	218.70	334.40	1,002.20	1,754.20
Group Singer	1	106.70	132.70	158.40	242.40	726.80	1,271.60
	2	108.80	135.40	161.60	247.20	741.30	1,297.00
	3	111.00	138.10	164.80	252.10	756.10	1,322.90

**Only One Commercial Produced at a Session**, or when a performer is engaged in only one commercial, then one commercial residual rates apply

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use
Principal/Solo Singer (on camera)	1	178.70	225.90	273.20	360.00
	2	182.30	230.40	278.70	367.20
	3	185.90	235.00	284.30	374.50
Silent-On- Camera	1	171.80	217.10	262.90	346.10
	2	175.20	221.40	268.20	353.00
	3	178.70	225.80	273.60	360.10
Voice-Over/Solo Singer (off camera)	1	120.80	150.00	178.70	273.20
	2	123.20	153.00	182.30	278.70
	3	125.70	156.10	185.90	284.30
Group Singer	1	90.60	112.70	134.60	205.90
	2	92.40	115.00	137.30	210.00
	3	94.20	117.30	140.00	214.20

603 **Television Residual Rates****Regional Category 2****Television Residual Rate per Commercial**

**Year 1:** September 23 2017, to June 30, 2018 **Year 2:** July 1, 2018 to June 30, 2019 **Year 3:** July 1, 2019 to June 30, 2020

**More Than One Commercial Produced at a Session (see Article 603a)**

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use	Per One Years' Use (Prepaid)	Per Two Years' Use (Prepaid)
Principal/Solo Singer (on camera)	1	166.20	199.60	232.70	321.40	963.20	1,686.10
	2	169.50	203.60	237.40	327.80	982.50	1,719.80
	3	172.90	207.70	242.10	334.40	1,002.20	1,754.20
Silent-On-Camera	1	159.50	191.40	223.70	309.00	926.50	1,621.20
	2	162.70	195.20	228.20	315.20	945.00	1,653.60
	3	166.00	199.10	232.80	321.50	963.90	1,686.70
Voice-Over/Solo Singer (off camera)	1	101.60	117.50	134.90	241.20	718.10	1,267.20
	2	103.60	119.90	137.60	246.00	732.50	1,292.50
	3	105.70	122.30	140.40	250.90	747.10	1,318.40
Group Singer	1	60.50	70.70	80.80	144.80	433.90	759.40
	2	61.70	72.10	82.40	147.70	442.60	774.60
	3	62.90	73.50	84.00	150.70	451.50	790.10

**Only One Commercial Produced at a Session**, or when a performer is engaged in only one commercial, then one commercial residual rates apply

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use
Principal/Solo Singer (on camera)	1	\$141.30	\$169.60	\$197.80	\$273.20
	2	144.10	173.00	201.80	278.70
	3	147.00	176.50	205.80	284.30
Silent-On-Camera	1	135.70	162.70	190.20	262.90
	2	138.40	166.00	194.00	268.20
	3	141.20	169.30	197.90	273.60
Voice-Over/Solo Singer (off camera)	1	86.30	99.80	114.80	205.10
	2	88.00	101.80	117.10	209.20
	3	89.80	103.80	119.40	213.40
Group Singer	1	51.50	60.10	68.60	123.10
	2	52.50	61.30	70.00	125.60
	3	53.60	62.50	71.40	128.10

**603 Television Residual Rates****Regional Category 3****Television Residual Rate per Commercial**

**Year 1:** September 23 2017, to June 30, 2018 **Year 2:** July 1, 2018 to June 30, 2019 **Year 3:** July 1, 2019 to June 30, 2020

**More Than One Commercial Produced at a Session (see Article 603a)**

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use	Per One Years' Use (Prepaid)	Per Two Years' Use (Prepaid)
Principal/Solo Singer (on camera)	1	\$152.10	\$176.50	\$200.20	\$298.10	\$895.40	\$1,566.80
	2	155.10	180.00	204.20	304.10	913.30	1,598.10
	3	158.20	183.60	208.30	310.20	931.60	1,630.10
Silent-On-Camera	1	146.10	169.50	192.80	287.10	860.40	1,506.60
	2	149.00	172.90	196.70	292.80	877.60	1,536.70
	3	152.00	176.40	200.60	298.70	895.20	1,567.40
Voice-Over/Solo Singer (off camera)	1	67.00	84.40	101.60	200.20	601.10	1,052.10
	2	68.30	86.10	103.60	204.20	613.10	1,073.10
	3	69.70	87.80	105.70	208.30	625.40	1,094.60
Group Singer	1	40.00	50.30	60.50	120.20	361.00	631.30
	2	40.80	51.30	61.70	122.60	368.20	643.90
	3	41.60	52.30	62.90	125.10	375.60	656.80

**Only One Commercial Produced at a Session**, or when a performer is engaged in only one commercial, then one commercial residual rates apply

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use
Principal/Solo Singer (on camera)	1	\$128.90	\$150.00	\$170.20	\$253.60
	2	131.50	153.00	173.60	258.70
	3	134.10	156.10	177.10	263.90
Silent-On-Camera	1	124.10	144.10	163.90	244.10
	2	126.20	147.00	167.20	249.00
	3	129.10	149.90	170.50	254.00
Voice-Over/Solo Singer (off camera)	1	57.00	71.60	86.30	170.20
	2	58.10	73.00	88.00	173.60
	3	59.30	74.50	89.80	177.10
Group Singer	1	34.00	42.70	51.50	102.10
	2	34.70	43.60	52.50	104.10
	3	35.40	44.50	53.60	106.20

603 **Television Residual Rates****Regional Category 4****Television Residual Rate per Commercial**

**Year 1:** September 23 2017, to June 30, 2018 **Year 2:** July 1, 2018 to June 30, 2019 **Year 3:** July 1, 2019 to June 30, 2020

**More Than One Commercial Produced at a Session (see Article 603a)**

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use	Per One Years' Use (Prepaid)	Per Two Years' Use (Prepaid)
Principal/Solo Singer (on camera)	1	\$420.30	\$531.10	\$642.30	\$846.70	\$2540.90	\$4,446.00
	2	428.70	541.70	655.10	863.60	2,591.70	4,534.90
	3	437.40	552.50	668.20	880.90	2,643.50	4,625.60
Silent-On-Camera	1	404.10	511.00	617.60	814.70	2,442.90	4,307.40
	2	412.20	521.20	630.00	831.00	2,491.80	4,393.50
	3	420.40	531.60	642.60	847.60	2,541.60	4,481.40
Voice-Over/Solo Singer (off camera)	1	284.10	352.70	420.30	642.30	1,769.00	3,371.50
	2	289.80	359.80	428.70	655.10	1,804.40	3,438.90
	3	295.60	367.00	437.30	668.20	1,840.50	3,507.70
Group Singer	1	212.70	264.90	316.10	484.90	1,453.60	2,542.99
	2	217.00	270.20	322.40	494.60	1,482.70	2,593.80
	3	221.30	275.60	328.80	504.50	1,512.40	2,645.70

**Only One Commercial Produced at a Session**, or when a performer is engaged in only one commercial, then one commercial residual rates apply

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use
Principal/Solo Singer (on camera)	1	\$357.30	\$451.40	\$546.00	\$719.70
	2	364.40	460.50	556.90	734.10
	3	371.70	469.70	568.00	748.80
Silent-On-Camera	1	343.40	434.50	525.00	692.30
	2	350.30	443.20	535.50	706.10
	3	357.30	452.10	546.20	720.20
Voice-Over/Solo Singer (off camera)	1	241.40	299.80	357.30	546.00
	2	246.20	305.80	364.40	556.90
	3	251.10	311.90	371.70	568.00
Group Singer	1	180.70	225.10	268.80	412.20
	2	184.30	229.60	274.20	420.40
	3	188.00	234.20	279.70	428.80

## TELEVISION

- (a) Where one (1) or two (2) years' use has been paid for, use need not be continuous, provided that the following conditions are met:
  - (i) The conditions of use must be agreed upon by the Performer at the time of contracting.
  - (ii) The commercial may be used in any four (4) blocks of thirteen (13) weeks, up to a maximum period of two (2) years.
  - (iii) Seasonal commercials, as defined in Article 1813 (f) and Article 1816 of the National Agreement, may be used over a period of four (4) consecutive years (refer to Addendum No. 1: Letter of Understanding – Tourism Seasonal Commercials).

604 **Television: Single Station Use** The rates below will apply under the following circumstances:

- (a) The commercial will ordinarily be recorded at the facility of the broadcaster with which the advertising will be placed.
- (b) The maximum period of use of a commercial under this rate structure shall be thirteen (13) weeks.
- (c) The residual fee payable shall be fifty percent (50%) of the appropriate fee provided for above.
- (d) Where the Advertiser wishes to use a commercial beyond the thirteen (13) weeks or on another station, a step-up payment equivalent to the difference between the applicable rate under paragraph 604(a) and the tables in Article 604, plus ten percent (10%), shall be made.

## RADIO

605 **Radio Rates**

- (a) The minimum guarantee per session includes up to two (2) minutes of finished commercials (e.g., two [2] sixty-second commercials or four [4] thirty-second commercials). Included work time is one (1) hour. All commercials produced in the session may be used in the same cycle in return for one session and use fee. If one or more of the commercials air in different cycles, appropriate session and use fees for each commercial will be paid accordingly.

## 605 Radio Rates

### Regional Category 1

#### Radio Session and Use Fee Rates

**Year 1:** September 23 2017, to June 30, 2018 **Year 2:** July 1, 2018 to June 30, 2019 **Year 3:** July 1, 2019 to June 30, 2020

#### More Than Two Commercials Produced at a Session

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use	Per One Years' Use (Prepaid)	Per Two Years' Use (Prepaid)
Single Voice/ Solo Singer	1	280.50	317.00	352.90	459.40	1,378.40	2,342.00
	2	286.10	323.30	360.00	468.60	1,406.00	2,388.80
	3	291.80	329.80	367.20	478.00	1,434.10	2,436.60
Multiple Voice/ Group Singer	1	212.80	237.40	264.20	346.30	1,038.90	1,765.20
	2	217.10	242.10	269.50	353.20	1,059.70	1,800.50
	3	221.40	246.90	274.90	360.30	1,080.90	1,836.50

#### Only One or Two Commercials Produced at a Session

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use
Single Voice/ Solo Singer	1	238.50	269.50	300.00	390.60
	2	243.30	274.90	306.00	398.40
	3	248.20	280.40	312.10	406.40
Multiple Voice/ Group Singer	1	180.80	201.80	224.40	294.40
	2	184.40	205.80	228.90	300.30
	3	188.10	209.90	233.50	306.30

## 605 Radio Rates

### Regional Category 2 Radio Session and Use Fee Rates

**Year 1:** September 23 2017, to June 30, 2018 **Year 2:** July 1, 2018 to June 30, 2019 **Year 3:** July 1, 2019 to June 30, 2020

#### More Than Two Commercials Produced at a Session

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use	Per One Years' Use (Prepaid)	Per Two Years' Use (Prepaid)
Single Voice/ Solo Singer	1	200.50	217.00	233.40	298.50	895.30	1,521.20
	2	204.50	221.30	238.10	304.50	913.20	1,551.60
	3	208.60	225.70	242.90	310.60	931.50	1,582.60
Multiple Voice/ Group Singer	1	120.40	130.30	140.00	179.30	537.70	913.80
	2	122.80	132.90	142.80	182.90	548.50	932.10
	3	125.30	135.60	145.70	186.60	559.50	950.70

#### Only One or Two Commercials Produced at a Session

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use
Single Voice/ Solo Singer	1	170.30	184.40	198.30	253.80
	2	173.70	188.10	202.30	258.90
	3	177.20	191.90	206.30	264.10
Multiple Voice/ Group Singer	1	102.30	110.70	119.00	152.50
	2	104.30	112.90	121.40	155.60
	3	106.40	115.20	123.80	158.70

## 605 Radio Rates

### Regional Category 3

#### Radio Session and Use Fee Rates

**Year 1:** September 23 2017, to June 30, 2018 **Year 2:** July 1, 2018 to June 30, 2019 **Year 3:** July 1, 2019 to June 30, 2020

#### More Than Two Commercials Produced at a Session

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use	Per One Years' Use (Prepaid)	Per Two Years' Use (Prepaid)
Single Voice/ Solo Singer	1	166.50	183.40	200.50	266.90	801.60	1,362.10
	2	169.80	187.10	204.50	272.20	817.60	1,389.30
	3	173.20	190.80	208.60	277.60	834.00	1,417.10
Multiple Voice/ Group Singer	1	99.90	109.80	120.40	160.20	480.40	816.20
	2	101.90	112.00	122.80	163.40	490.00	832.50
	3	103.90	114.20	125.30	166.70	499.80	849.20

#### Only One or Two Commercials Produced at a Session

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use
Single Voice/ Solo Singer	1	141.60	155.90	170.30	227.10
	2	144.40	159.00	173.70	231.60
	3	147.30	162.20	177.20	236.20
Multiple Voice/ Group Singer	1	84.90	93.30	102.30	136.20
	2	86.60	95.20	104.30	138.90
	3	88.30	97.10	106.40	141.70

## 605 Radio Rates

### Regional Category 4 Radio Session and Use Fee Rates

**Year 1:** September 23 2017, to June 30, 2018 **Year 2:** July 1, 2018 to June 30, 2019 **Year 3:** July 1, 2019 to June 30, 2020

#### More Than Two Commercials Produced at a Session

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use	Per One Years' Use (Prepaid)	Per Two Years' Use (Prepaid)
Single Voice/ Solo Singer	1	406.90	448.40	511.50	666.30	1,998.60	3,395.90
	2	415.00	457.40	521.70	679.60	2,038.60	3,463.80
	3	423.30	466.50	532.10	693.20	2,079.40	3,533.10
Multiple Voice/ Group Singer	1	308.30	335.80	382.70	502.20	1,506.20	2,559.40
	2	314.50	342.50	390.40	512.20	1,536.30	2,610.60
	3	320.80	349.40	398.20	522.40	1,567.00	2,662.80

#### Only One or Two Commercials Produced at a Session

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use
Single Voice/ Solo Singer	1	345.80	381.10	434.80	566.30
	2	352.70	388.70	443.50	577.60
	3	359.80	396.50	452.40	589.20
Multiple Voice/ Group Singer	1	262.00	285.40	325.30	426.80
	2	267.20	291.10	331.80	435.30
	3	272.50	296.90	338.40	444.00

- (b) Where a local or regional commercial is used in another region covered by this Addendum, an additional fee of fifty percent (50%) of the appropriate original regional fee shall be paid. However, the total fee paid shall not exceed the rate provided for in the National Commercial Agreement, discounted for local use.
- (c) Where one (1) or two (2) years' use has been paid for, use need not be continuous, provided that the following conditions are met:
- (i) The conditions of use must be agreed upon by the Performer at the time of contracting.
  - (ii) The commercial may be used in any four (4) blocks of thirteen (13) weeks, up to a maximum period of two (2) years.
  - (iii) Seasonal commercials, as defined in Article 1813 (f) and Article 1816 of the National Commercial Agreement Television section, may be used over a period of four (4) consecutive years. (See Letter of Understanding – Tourism Seasonal Commercials).
- (d) **Additional Commercials** Each additional minute of commercials beyond the two (2) minutes provided for shall be compensated at the rate of forty percent (40%) of the appropriate session/use fee.
- (e) **Additional Work Time** Additional work time required at the same work session (beyond included work time) shall be paid for in Categories 1, 2 and 3 at the rate of **\$27.50/\$28.10/\$28.70** and for Category 4 at the rate of **\$40.10/\$40.90/\$41.70** per half-hour or any portion thereof.
- (f) **Radio Minimum Recall Rates**

**Year 1:** September 23 2017, to June 30, 2018

**Year 2:** July 1, 2018 to June 30, 2019

**Year 3:** July 1, 2019 to June 30, 2020

Performance Category	Regional Category					Included Work Time
	Year	1	2	3	4	
Single Voice/ Solo Singer	1	229.30	149.70	133.60	332.70	1 hour
	2	233.90	152.70	136.30	339.40	1 hour
	3	238.60	155.80	139.00	346.20	1 hour
Multiple Voice/ Group Singer	1	172.90	85.90	80.20	250.80	1 hour
	2	176.40	87.60	81.80	255.80	1 hour
	3	179.90	89.40	83.40	260.90	1 hour

- (g) **Demo Commercials** Performers engaged in demo commercials shall be paid a minimum guaranteed Session Fee equivalent to the minimum recall fees provided for above [two (2) minutes of finished demo commercials]. Performers must be notified at the time of booking if commercials are demo, and it must be so stated on the Performer's contract.

Demo commercials shall not be broadcast. In the event that a demo commercial is to be broadcast, the Engager must seek the permission of the Performers concerned. In the event that permission of all the Performers is obtained, fees paid to all Performers must be upgraded to the full applicable Session Fees before the first air-date of the commercials. The Engager may seek to upgrade a demo for broadcast only within the first thirteen (13) weeks after production, although, under special circumstances and with the agreement of the Performer(s), extensions may be granted.

Residual payments must be made to the Performers for broadcast use.

- (h) **British Columbia Market** Performers engaged in radio commercials produced in accordance with this Addendum in the British Columbia geographic area may be paid as follows:
- (i) Radio commercials produced in British Columbia for use in British Columbia, including Greater Vancouver and Victoria, shall be paid for in accordance with Regional Category 1.
  - (ii) Radio commercials produced in British Columbia for use in British Columbia, excluding Greater Vancouver and Victoria, shall be paid for in accordance with Regional Category 2.

TELEVISION AND RADIO

ARTICLE 7 – WORKING CONDITIONS

- 701 **Meal Periods** Unpaid meal periods of at least one (1) hour and not more than one and one-half (1½) hours shall be given at regular intervals during work time (including overtime). There shall not be a work session of longer than five (5) consecutive hours without provision of a meal period. If the meal period is intended to be called after five (5) hours, but in no event later than after six (6) hours, then a substantial snack shall be served prior to the fifth hour of work. "Substantial snack" means a selection of food items to make sandwiches, as well as a selection of hot and cold beverages. All

## TELEVISION AND RADIO

Performers will be supplied with the same selection of food items from the craft service table for their substantial snack.

Failure to provide a meal period as specified shall mean that the time so worked shall be considered as paid work time. In addition, each Performer shall be reimbursed the sum of **\$74.25/\$75.75/\$77.25** for each meal infringement.

For complete provisions regarding Meal Periods, see NCA Article 1212.

- 702 **Rest Periods** There shall be a paid rest period of not less than fifteen (15) minutes for every Performer within the span of any four (4) consecutive hours of work time.

## TELEVISION

- 703 **Wardrobe, Makeup and Hair** Time spent in makeup, hairdressing and/ or wardrobe shall be considered as scheduled work time if immediately prior to the Performer's production call and at a place adjacent to the set or location. Performers required to attend makeup, hairdressing or wardrobe calls other than immediately prior to the production call shall be paid at the additional work time rate for a minimum of one (1) hour.
- 704 **Dressing Rooms** Adequate, clean and accessible dressing rooms and toilet facilities shall be provided.

## TELEVISION AND RADIO

- 705 **Travel Expenses** When the Performer is required to travel beyond a forty (40)-kilometre radius from the city centre, he/she shall be entitled to not less than authorized actual expenses on scheduled carriers (economy air, first-class rail, bus or taxi fare); or an automobile kilometrage allowance equal to the Canadian Automobile Association national average, as amended from time to time (currently **\$0.58** per kilometre; see CAA website, [www.caa.ca](http://www.caa.ca)), if the Performer is required to use his/ her own automobile. In addition, the Performer shall be paid a per diem rate of up to **\$265.45/\$270.75/\$276.15** per day to cover all personal expenses (receipts required). Performers shall be paid travel time, where applicable, at the additional work time rate.
- 706 **Postponement** In the event that the Engager changes a Performer's booking or engagement to another day (or days), then the Performer shall be paid in full the applicable Session Fee for the original day, unless notice of change is given at least twenty-four (24) hours before the hour scheduled for work

## TELEVISION AND RADIO

to commence. If twenty-four (24) hours' notice has been given, no payment for the original day is required.

- 707 **Holding Call** When weather or specified production factors may involve postponement of a day's production, the Engager may issue a holding call at least twenty-four (24) hours prior to the scheduled work session. A postponement issued subsequent to a holding call must be announced at least two (2) hours prior to the scheduled first call, in which case the Performers shall be paid fifty percent (50%) of their applicable fees. If less than two (2) hours' notice is given, the Performers shall be paid their full applicable Session Fees.
- 708 **Cancellation** In the event that a commercial is cancelled at least twenty-four (24) hours prior to commencement of production, then the Engager shall not be required to pay any fees to the Performers. Should the Engager be unable to give full notice as required, then the Engager shall be liable for the full applicable Session Fees.
- 709 **Minors** The Parties to this Addendum are sensitive to the possibility of abuse when Minors are engaged to work. As a consequence, the conditions respecting Minors provided in Section 16 of the National Commercial Agreement are specifically applicable to production undertaken under the terms of this Agreement.

## TELEVISION AND DIGITAL MEDIA

- 710 **Risk Performance** Performers required to undertake a risk or dangerous performance and who have not agreed to undertake such risk performance at the time of booking may either refuse to perform the risk or dangerous performance or negotiate an additional fee for performing the risk.

## TELEVISION AND RADIO

- 711 **Doubling** A Performer engaged to perform more than one (1) role in a commercial shall be paid an additional fifty percent (50%) of the applicable Session Fee for each role beyond the first.
- 712 **Night Work** Night Work is defined as work that takes place between 11:00 pm and 6:00 am. Each Performer shall receive, in addition to her or his Session Fee, a premium of 20% of the appropriate work time rate for each hour of such work.

ARTICAL 8 – CONDITIONS RESPECTING USE AND REUSE

801 **Dormancy**

- (a) When a commercial is not broadcast within six (6) months of either the date of production or the end of the last cycle for which payment was made, then the commercial shall be deemed unusable and shall be called a “dead” commercial. When a commercial becomes dead, the Performer shall immediately be released from all exclusivity and product conflict responsibilities.
- (b) Where the Engager wishes to reactivate a dead commercial, the Engager shall
  - (i) secure the written permission of each Performer;
  - (ii) pay the Performer a fee negotiated between the Engager and the Performer. The fee shall not be less than the Session Fee extant at the time of the proposed broadcast.
- (c) When the Engager wishes to reactivate a dead commercial and is unable to locate all of the Performers so as to obtain permission from each of them, the Engager shall pay to ACTRA in trust at least one Session Fee for each six (6)-month period since the last use of the commercial.

802 **Maximum Period of Use and Reuse** The maximum period of use of a commercial [except for seasonal commercials or commercials for which a two (2)-year prepayment has been exercised] shall be not more than twenty-four (24) months from the date of first use or twenty-four (24) months from a date six (6) months after the date of completion of principal photography, whichever is earlier. The period of time during which a commercial may be used may be renewed in accordance with the provisions of Article 1814 of the National Commercial Agreement.

DIGITAL MEDIA

803 **Digital Media Commercials** This section applies to all commercials made for or designed for exhibition on Digital Media, defined as digital, electronic, or any other type of delivery platform including, but not limited to, commercials delivered via internet podcasts, mobile phones and other digital electronic media. The term Digital Media is intended to be all-inclusive of digital, electronic or any other type of delivery platform, whether now known or unknown.

**(a) Commercials Produced for Digital Media**

**Local Advertisers** Further to the limitations for Local Advertisers as defined in this Addendum, Article 102, commercials produced under the terms of this Addendum for Digital Media shall be exclusively those commercials made on behalf of local Advertisers whose market and product or price availability is limited to a specific region (e.g., SaskTel, available only in Saskatchewan, is local; Maritime Lobster Company, available for purchase worldwide, is not considered local).

Performers must be advised, prior to auditioning, of the proposed use of the commercial.

Digital Media commercials under this Addendum must respect the geographic limitations as set under Articles 102 and 106. The Engager will make best efforts to ensure the use is “geo-fenced” (i.e., defined by a virtual boundary on a geographic region) and is restricted to the area of use within the limitations of this Addendum.

**Session Fees for Digital Media Video – see Article 602****Regional Category****1 Year Use**

<b>Performance Category</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Principal/Solo Singer(on-camera)	872.80	746.40	666.40	1015.90
Silent-On-Camera	841.10	723.60	635.00	1015.90
Voice-Over/Solo Singer (off camera)	351.20	313.60	313.60	737.30
Group Singer	321.70	321.70	321.70	321.70

**6 Months Use**

Principal/Solo Singer(on-camera)	488.70	418.00	373.20	568.90
Silent-On-Camera	471.00	405.20	355.60	568.90
Voice-Over/Solo Singer (off camera)	193.20	172.50	172.50	405.50
Group Singer	176.90	176.90	176.90	176.90

**45 Day Use**

Principal/Solo Singer(on-camera)	296.70	253.80	226.60	345.40
Silent-On-Camera	286.00	246.00	215.90	345.40
Voice-Over/Solo Singer (off camera)	119.40	106.60	106.60	250.70
Group Singer	109.40	109.40	109.40	109.40

**Note:** Fee per commercial

**Audio (per Commercial; Unlimited Websites)****Regional Category**

<b>Performance Category</b>	<b>Year</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>Included Work Time</b>
Single Voice/ Solo Singer	1	240.20	165.10	151.10	292.90	1 hour
	2	246.20	169.20	154.90	300.20	1 hour
	3	252.40	173.40	158.80	307.70	1 hour
Multiple Voice/ Group Singer	1	187.40	110.10	100.80	222.60	1 hour
	2	192.10	112.90	103.30	228.20	1 hour
	3	196.90	115.70	105.90	233.90	1 hour

**Use Fees – Audio**

<b>1 day – 4 weeks</b>	<b>5-8 weeks</b>	<b>9-26 weeks</b>	<b>27 weeks – 1 year</b>
35%	50%	75%	100%

**Note:** Unless negotiated, use fees are not applicable to the following performer categories: Stunt Coordinator, Demonstrator, Background Performer, Group Background Performer.

If a Commercial made for Digital Media is moved over to broadcast Television, Radio or Other Media, Performers must be re-contracted and paid an amount no less than the residual fees for the category of performance in the appropriate media.

For each subsequent three hundred and sixty-five (365) day use period, the Engager must

- (i) Re-contract the Performer(s) in residual categories; and
- (ii) Make a payment to each Performer in residual categories equal to not less than the Performer's contracted Digital Media Use Fee.

**(b) Broadcast Commercials Used in Digital Media (Move-over)**

- (i) The advertiser involved in the production of a commercial produced for broadcast on television or radio may use that commercial on one of the advertiser's websites that it owns or controls and on the advertiser's unpaid Digital Media at no additional cost.
- (ii) A commercial produced for broadcast use may be used in Digital Media upon payment of Use Fees set out in 803 (a). Performer(s) in residual categories must be re-contracted for this use.

- (iii) For each subsequent three hundred and sixty-five (365) day use period, the Engager must
- (1) Re-contract the Performer(s) in residual categories; and
  - (2) Make a payment to each Performer in residual categories equal to not less than the Performer's contracted Digital Media Use Fee. However, the Performer shall be deemed to have a product conflict for only as long as the commercial continues to be considered an "active" commercial for television purposes.

804 **Commercials Used in Other Media** A commercial used in media other than broadcast media, the Performers shall be paid fifty percent (50%) of their applicable broadcast residual fees for such use. If however, the commercial concurrently being broadcast in television or on radio, no additional fees will apply.

TELEVISION AND RADIO

ARTICLE 9 – CONTRACT SERVICE FEE

901 **Contract Service Fee** The Engager shall remit to the local office of ACTRA the required contract service fee, plus applicable GST, HST or QST, along with the session payments for Performers. The contract service fee compensates for enforcement of this Addendum by ACTRA and for the service and stewarding provided by ACTRA in connection with the production of commercials. The contract service fees are:

- **\$100.00** plus GST, HST or QST, where applicable, per television session
- **\$50.00** plus GST, HST or QST, where applicable, per radio session
- **\$50.00** plus GST, HST or QST, where applicable, per Digital Media video session
- **\$35.00** plus GST, HST or QST, where applicable, per Digital Media audio session

ACTRA will refund quarterly to the ICA thirty-three point three percent (33.3%) and to the ACA thirty-three point three percent (33.3%) of the total contract service fees collected in order to compensate the ICA and ACA for their costs for servicing, administering and negotiating this Addendum.

ARTICLE 10 – PAYMENT TIME PERIODS

- 1001 (a) **Session Fees** All session payments shall be made not later than fifteen (15) business days after the work session.
- (b) **Residual Fees** All residual payments shall be made not later than twenty (20) business days of first play or the beginning of the applicable cycle.
- (c) **Late-Payment Penalties** Failure to make payments within the aforementioned time periods will result in penalty payments of **\$6.00** per Performer for each business day, beginning with the day following the date of default, up to thirty (30) business days, after which date the penalty shall cease unless ACTRA has notified the Engager of the default, in which case the penalty and payment will continue until full payment is made. An Engager who fails to pay the Performers within sixty (60) business days following the date of default may be declared unfair by ACTRA, provided that there is no bona fide dispute as to compensation, and provided that ACTRA has notified the Engager as required above that full payment has not been made. In declaring an Engager unfair for failure to pay Performers, ACTRA may instruct all Performers, without injury or damage to the Performers or ACTRA, not to work for such unfair Engager.

ARTICLE 11 – INSURANCE AND RETIREMENT PAYMENTS, EQUALIZATION PAYMENTS AND DEDUCTIONS

- 1101 Insurance and retirement payments, equalization payments and deductions are made in accordance with Sections 26 and 28 of the National Commercial Agreement.

ARTICLE 12 – LOCAL/REGIONAL LETTER OF ADHERENCE

- 1201 Engagers who agree to be bound by this Addendum shall sign a Letter of Adherence on their own letterhead and forward same to the local ACTRA office. Such Letter of Adherence shall be in the format provided herein (see following page). The local office of ACTRA may accept Letters of Adherence that are limited to a single production or a series of commercials or to a specified time period or client, or other limitations that the Engager wishes to write into the Letter of Adherence and that are accepted by ACTRA. Only those Engagers who otherwise would be eligible to submit a Letter of Adherence may do so.

**LETTER OF ADHERENCE TO THE ACTRA–  
ICA/ACA LOCAL AND REGIONAL ADDENDUM  
TO  
THE NATIONAL COMMERCIAL AGREEMENT**

*Please sign a Letter of Adherence as follows, on company letterhead, and forward it to the Branch Manager of the local ACTRA office. The executed Letter of Adherence shall constitute a binding and irrevocable obligation by the Company to the terms and conditions of this Agreement.*

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Tel No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

to: ACTRA LOCAL UNION OFFICE

The Engager named above hereby acknowledges receipt of the Local and Regional Addendum #1, to the National Agreement of rates and conditions for Performers in commercials, dated September 23 2017 to June 30, 2020, negotiated between ACTRA and ICA/ACA. In the interests of promoting stability and national standards in the industry and effecting harmonious relations with ACTRA and Performers working under the Addendum, the Engager hereby becomes signatory to said addendum and agrees to abide by and conform to all the terms and conditions contained therein.

This Letter of Adherence, once executed, will constitute a binding obligation to the current Addendum by the signatory in relations to the production of commercials by the signatory or any companies that it now or in the future controls or manages, limited only in the following specific manner:

Advertiser: \_\_\_\_\_ Producer: \_\_\_\_\_

Production name(s): \_\_\_\_\_ Location: \_\_\_\_\_

Date(s) of production: \_\_\_\_\_

signature \_\_\_\_\_

print or type name \_\_\_\_\_ title \_\_\_\_\_

on behalf of: \_\_\_\_\_

company name \_\_\_\_\_ this \_\_\_\_\_ day/month/year

*(Original signed copy must be mailed.)*

The terms of this Letter of Adherence and Negotiation Protocol are hereby countersigned by a duly authorized representative of ACTRA.

per \_\_\_\_\_ date \_\_\_\_\_

ARTICLE 13 – PERIOD OF OPERATION

1301 **Term** This Addendum's new rules and rates are in effect on September 23 2017, and shall remain in full operation until June 30, 2020.

In witness whereof the parties hereto have caused this Agreement to be executed this September 23 2017.

ACTRA

ACTRA

The Institute of Communication Agencies  
and  
The Association of Canadian Advertisers

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**Local and Regional**  
**LETTER OF UNDERSTANDING 1**  
**Tourism Seasonal Commercials**

This Letter of Understanding will confirm the agreement of ACTRA and ICA and ACA with respect to Tourism Seasonal Commercials.

The following conditions shall apply:

1. The provisions herein referred, apply to Tourism Seasonal commercials produced for and limited for use in the following geographic areas; Prairie Provinces, Atlantic Provinces, Northwest Territories, Nunavut and Yukon (regions defined in Addendum # 1, Article 106)
2. Tourism commercials shall be classified as Seasonal provided that they are not on broadcast television for more than thirteen (13) consecutive weeks per season.
3. When a Tourism Seasonal commercial originally produced for broadcast television is used on the Internet, the terms and conditions of Addendum # 1; Article 803 shall apply in all respects.

Dated at Toronto, this 6th day of January, 2005

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On behalf of the Institute of Communication Agencies (ICA)

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On behalf of the Association of Canadian Advertisers (ACA)

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On behalf of the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA)

## **Local and Regional**

### **LETTER OF UNDERSTANDING 2**

#### **Local and Regional ACTRA Online Opportunity Pilot Project**

**Digital Media Only – New side letter that will expire upon expiration of NCA unless renewed.**

#### **Objective:**

To increase work opportunities for ACTRA Performers in low budget, digital media commercials.

To enable signatory Engagers to be in a position to compete effectively for low budget, digital media productions.

#### **Term:**

The Parties recognize and agree that the ACTRAonline Opportunity Pilot Project is a Side Letter that forms part of the NCA. The Pilot Project will expire at the end of the term of the NCA.

#### **Qualifications and Conditions:**

For smaller productions in respect of which the Engager and the Advertiser have executed and delivered to ACTRA a declaration (in the form attached hereto) certifying that the production budget is \$48,650.00 or less, the Engager may access the ACTRAonline Pilot Project Opportunity. The production budget presented shall consist of production, post-production, talent and audio (inclusive of music) costs.

This Open Casting Opportunity will involve the following:

- will apply to Digital Media productions only;

This pilot project does not include distribution on SVOD

- the Engager will post, either through agents, or through ACTRA online once it is operational, opportunities to Performers;
- the posting shall include the nature of the commercial, time and date of the shoot, requirements for the job and the length of time that the Performer is expected to work [this shall constitute the intent to produce];

The minimum rates per commercial, inclusive of both session and use fees (but exclusive of I&R and taxes) for 365 consecutive days Digital Media Use in accordance with 1902 (b) are:

Performance Category	Use Period	Regional Category				Included Work Time
		1	2	3	4	
Principal/ Solo Singer (on-camera)	1 yr	\$703.88	\$589.65	\$516.49	\$784.68	6 hours
Silent-On-Camera/ Demonstrator	1 yr	677.61	568.23	491.84	766.56	6 hours
Voice-Over/ Solo Singer (off camera)	1 yr	312.83	215.12	187.03	440.47	1 hour
Demonstrator	No Use	238.11	196.75	168.91	259.07	6 hours
Group Singer	1 yr	252.05	168.11	151.27	266.02	1 hour
Background Performer	No Use	200.00	200.00	200.00	200.00	6 hours

**\*FEE PER COMMERCIAL**

In the event that an additional session day is needed for the same commercial under this pilot project, no additional use fees are payable, however, the Performer will be paid the lesser of the day session fee under the NCA or the all in fee for the Performer set out above.

Except where the provisions of this pilot project provide otherwise, the provisions of the NCA shall apply.

A second year of use can be secured with the payment of a step up to NCA Digital Use fees for residual Performers (with the written permission of the Performers).

Additional session days for VO under 1902(b) for work under this pilot project will be compensated in accordance with the rates above.

No stunt performances permitted;

The pilot project is limited to Canadian resident Performers who are Canadian residents or citizens;

- Versions in accordance with 1902(b) will be permitted;

- There will be no traditional casting, however, Performers may upload an audition (*via* ACTRA online once available);

The posting will be open to both ACTRA and non-ACTRA members, however, preference of engagement will be given to ACTRA members;

In the event that a Non-ACTRA member is selected under the pilot project a work permit will be issued ACTRA undertakes to ensure that permit fees are reasonable but in no case will such fees exceed \$35.00

- Payment for the project will be made within 15 business days;
- There shall be no contract service fees;
- Product conflicts do not apply;
- Engagers shall not request Performers to disclose any commercials in which they have been previously engaged;
- There will be no move over to television unless thereafter applicable TV rates, conditions and upgrades are applied, and written permission of the Performer is received;

The parties agree that the project will be an appropriate topic for discussion at their quarterly meetings

The Engager who is making the production must be a direct signatory to the Local and Regional Addendum to the NCA. To be clear, in accordance with Article 401, this pilot project is only available to Engagers in respect of Digital Media commercials created by the Engager.

## ADDENDUM NO. 2

### NATIONAL SHORT-LIFE COMMERCIALS, TELEVISION AND RADIO AN ADDENDUM TO THE ACTRA-ICA/ACA NATIONAL COMMERCIAL AGREEMENT OF RATES AND CONDITIONS FOR PERFORMERS IN TELEVISION AND RADIO COMMERCIALS

#### ARTICLE 1 – APPLICATION AND RECOGNITION

- 101 **Application** This Addendum shall govern rates and conditions for Performers in television and radio commercials produced to advertise a special event, promotion, deal, price or other occurrence that by its nature requires the production of commercials for short-life use periods.
- 102 **No Undermining of National Agreement** It is clearly agreed that the rates and conditions provided for in this Addendum shall not undermine or erode the provisions of the National Commercial Agreement to which this Addendum is appended, but shall supplement the National Commercial Agreement by establishing rates and conditions for Performers engaged in television and radio commercials produced for use in short-life advertising campaigns.

#### ARTICLE 2 – DEFINITIONS

- 201 **Definitions** The definitions appearing in Sections 2, 3 and 4 of the National Commercial Agreement shall apply to this Addendum where applicable.
- 202 **Short-Life Commercials** “Short-life commercials” are understood to mean television and/or radio commercials created to advertise a special event, promotion, deal, price or other occurrence that will be available in a market for either seven (7) days, fourteen (14) days, thirty-one (31) days or forty-five (45) days. Such commercials may feature no more than four (4) products or services or may feature no more than four (4) of a group of such products advertised under the same brand name.

#### ARTICLE 3 – LIMITATIONS

- 301 **National Agreement May Apply** It is agreed that this Addendum governs the rates and conditions for Performers engaged in television and radio commercials produced for use in short-life advertising campaigns. Any departure from the conditions set forth in this Addendum will automatically place the commercial under the terms, rates and conditions of the National Commercial Agreement.

- 302 **Subsequent Use** Where a commercial has been produced in accordance with the provisions of this Addendum, and is subsequently used beyond the limits imposed by this Addendum, the Engager shall pay to the Performers additional step-up fees to meet the rates and conditions of the National Commercial Agreement.
- 303 **National Commercial Agreement May Not Be Used** Where a commercial has been produced in accordance with the National Commercial Agreement, then such commercial may not be used in whole or in part under the terms of this Addendum.

#### ARTICLE 4 – SESSION AND RESIDUAL FEES

- 401 **Master Commercial and Changes** A “pool” of commercials may be made in one work session, provided that each commercial is a version of a “master” commercial, each commercial differing only in designating retailer locations, store hours, prices, sizes, quantities, sale dates or the composition of up to four (4) products (per Article 202). The aforementioned allowable changes may be made in any part of the commercial. However, the master portion must comprise at least half of the commercial. A “change” is defined as any allowable single alteration or group of alterations (per Article 202) made to the alterable portion of a short-life commercial.
- 402 **No Discounted Demo Commercial Fees** The provisions of Articles 1203 and 2105 of the National Commercial Agreement, which provisions allow Session Fees to be discounted for the production of demo commercials, do not apply to commercials produced under the terms of this Addendum.

#### TELEVISION

- 403 **Television Session Fees** The provisions of Section 12 of the National Commercial Agreement shall prevail with respect to the work session. Each Performer shall receive no less than a minimum Session Fee per master commercial made for a designated advertiser. Session Fees and maximum number of work hours shall be as in the following tables.

**Television National Short-Life Session Fee** – See Article 1202 for Session Fees

**Note:** Refer to Section 16 of the National Commercial Agreement when Minors are engaged (8-hour work day).

- (a) The Session Fee constitutes payment for the first complete commercial, i.e., the master portion and one (1) allowable change. For each

additional change made in a master during the original work session, Performers shall be paid as follows:

On-camera	<b>\$208.00/\$212.00/\$216.00</b> per change
Off-camera	<b>\$125.00/\$127.50/\$130.00</b> per change

- (b) A Performer called for the sole purpose of making changes in a short-life commercial shall be paid a Session Fee of

On-camera	<b>\$802.50/\$822.50/\$843.00</b> (8 hours)
Off-camera	<b>\$585.50/\$597.00/\$609.00</b> (4 hours)

which shall constitute payment for services in making the first change, and thereafter,

On-camera	<b>\$208.00/\$212.00/\$216.00</b> per change
Off-camera	<b>\$125.00/\$127.50/\$130.00</b> per change

### **Television National Short-Life Minimum Recall and Preproduction Rehearsal Fees**

**See Article 1208 and 1209 for definitions**

**See Article 1210 for rates**

**Note:** Refer to Section 16 of the National Commercial Agreement when Minors are engaged (8-hour work day).

- 404 **Television Residual Fees** The residual fees paid to Performers for use of a short-life commercial shall be based upon the following calculations:

- for 7 consecutive days of use: 25% of Table A or B
- for 14 consecutive days of use: 33% of Table A or B
- for 31 consecutive days of use: 50% of Table A or B
- for 45 consecutive days of use: 70% of Table A or B

Any use of a short-life commercial beyond the original period of use shall require that Performers' residual fees be upgraded to compensate Performers for additional use of the commercial beyond the original declared use period, provided that such extended use falls within the limitation on use imposed by this Addendum. The following chart illustrates the appropriate percentages to be paid to Performers for actual or extended use of a short-life commercial for up to 45 days. After 45 days, Tables A and B (Articles 1804 and 1805) of the National Commercial Agreement apply. No program use of a short- life commercial is permitted.

**Actual or Extended Use Period**

<b>Original Use Period</b>	<b>7 Days</b>	<b>14 Days</b>	<b>31 Days</b>	<b>45 Days</b>	<b>46 Days to 13 Weeks</b>
7 days	25%	40%	65%	85%	100%
14 days	—	33%	55%	80%	100%
31 days	—	—	50%	75%	100%
45 days	—	—	—	—	100%
46 days to 13 weeks	—	—	—	—	100%

Any use of a short-life commercial beyond forty-five (45) days shall require prior written consent of the Performers in residual categories, as well as payment to each such Performer for each master commercial and each change used in such extended use period, in accordance with the terms of the National Commercial Agreement.

- 405 **Television Off-camera Singers' Session and Residual Payment Option** As an optional alternative to the session and residual fee payments required to be made under this Addendum to off-camera Singers for each new master commercial created that employs the same jingle for a designated advertiser, the Engager may contract and pay off-camera Singers as follows for production of a generic jingle that may be applied to any number of different television short-life master commercials for the same designated advertiser.

The Engager shall pay off-camera Singers (Solo and/or Group) three (3) times the appropriate minimum Session Fee in the first thirteen (13)-week cycle of use, and two (2) times the appropriate minimum Session Fee in each subsequent thirteen (13)-week cycle of use. The payment of these fees shall allow the Engager to use the same jingle on any number of different short- life television master commercials for the designated advertiser. Off-camera Singers (Solo and/or Group) shall be compensated for use of the jingle at three (3) times the highest unit value (per Table A or B of the National Commercial Agreement) for each thirteen (13) weeks of use, in accordance with Section 18 of the National Commercial Agreement.

# 406 Radio Session and Residual Fees

**Year 1:** August 05, 2017 to June 30, 2018

**Year 2:** July 1, 2018 to June 30, 2019

**Year 3:** July 1, 2019 to June 30, 2020

## Session and Use Period

	Year	7 Days		14 Days		31 Days		45 Days	
		SV	MV	SV	MV	SV	MV	SV	MV
Fee per master	1	\$159.50	\$118.50	\$209.25	\$158.00	\$240.00	\$179.75	\$271.00	\$202.75
	2	162.75	120.75	213.50	161.25	244.75	183.25	276.50	206.75
	3	166.00	123.25	217.75	164.50	249.75	187.00	282.00	211.00
Minimum guarantee per session	1	319.00	239.75	421.25	315.25	478.25	359.75	542.00	407.00
	2	325.50	244.50	429.75	321.50	487.75	367.00	552.75	415.25
	3	332.00	249.50	438.25	328.00	497.50	374.25	563.75	423.50

- (a) **Fee per Change** The “fee per master” constitutes payment for the first complete commercial, i.e., the master portion and one (1) allowable change. For each additional change in a master made during the original work session, Performers (Single Voice or Multiple Voice) shall be paid **\$62.25/\$63.50/\$64.75** per change.
- (b) **Number of Additional Changes Permitted** When a Performer makes only one (1) master, including the one allowable change, an additional two (2) allowable changes are permitted within the minimum guarantee.
- (c) **Sole Purpose of Making Changes** A Performer called for the sole purpose of making changes in a short-life radio commercial shall be paid session and residual fees as follows:

**Year 1:** August 05, 2017 to June 30, 2018

**Year 2:** July 1, 2018 to June 30, 2019

**Year 3:** July 1, 2019 to June 30, 2020

Master Commercial Use					
	Year	7 Days	14 Days	31 Days	45 Days
Per change	1	\$ 62.25	\$ 62.25	\$ 62.25	\$ 62.25
	2	63.50	63.50	63.50	63.50
	3	64.75	64.75	64.75	64.75
Minimum guarantee	1	\$319.00	\$421.25	\$478.25	\$542.00
	2	325.50	429.75	487.75	552.75
	3	332.00	438.25	497.50	563.75

- (d) Any use of a short-life radio commercial beyond the original period of use shall require that Performers' residual fees be upgraded to compensate Performers for additional use of the commercial beyond the original use period, provided that such extended use falls within the limitations on use imposed by this Addendum. The following chart illustrates the appropriate additional percentages of original fees that are to be paid to Performers for extended use of a short-life radio commercial.

Original Use Period	Actual or Extended Use Period				46 Days to 13 Weeks
	7 Days	14 Days	31 Days	45 Days	
7 days	—	+40%	+65%	+85%	Full national rates
14 days	—	—	+20%	+35%	Full national rates
31 days	—	—	—	+15%	Full national rates
45 days	—	—	—	—	Full national rates
46 days to 13 weeks	—	—	—	—	Full national rates

- (e) **Short-Life Radio Recall Fees** Prior to the first broadcast of a commercial and subsequent to the original work session, Performers may provide additional work on the same commercial. Such work shall be designated as a recall session, provided that the work falls within the definition of "recall" as provided in Article 417 of the National Commercial Agreement. A recall fee shall be payable per work session and may cover work on more than one (1) commercial, provided that such commercials were originally produced at the same work session. The fees shall be:

**Year 1:** August 05, 2017 to June 30, 2018

**Year 2:** July 1, 2018 to June 30, 2019

**Year 3:** July 1, 2019 to June 30, 2020

Year	Recall Fee							
	7 Days		14 Days		31 Days		45 Days	
	SV	MV	SV	MV				
1	\$159.50	\$118.50	\$209.25	\$158.00	\$240.00	\$179.75	\$271.00	\$202.75
2	162.75	120.75	213.50	161.25	244.75	183.25	276.50	206.75
3	166.00	123.25	217.75	164.50	249.75	187.00	282.00	211.00

Includes one hour of work time. Additional work time:

**\$32.00/\$32.75/\$33.50** per half-hour

- 407 **Radio Singers' Session and Residual Payment Option** Under the same conditions as are applicable to short-life television commercials per Article 405 above, the Engager may contract and pay Solo and/or Group Singers as follows for production of a generic jingle that may be applied to any number of different radio short-life master commercials for the same designated advertiser.

In each thirteen (13)-week cycle of use, the Engager shall pay Solo and/or Group Singers, three (3) times the appropriate minimum guarantee per session (or cycle of use), as per Article 2101 of the National Commercial Agreement.

The payment of these fees shall allow the Engager to use the same jingle on any number of different short-life radio master commercials for the designated advertiser.

TELEVISION AND RADIO

ARTICLE 5 – DORMANCY

- 501 **Before First Use** Short-life commercials must be broadcast within six (6) months of the date of production. Short-life commercials not broadcast within six (6) months of the date of production shall be deemed unusable and shall be called dead commercials, in which case the provisions of Article 1813 of the National Commercial Agreement will apply. In the case of seasonal commercials, the applicable time period shall be nine (9) months from the date of production.
- 502 **After Original Use** Use of a short-life commercial beyond its original declared use period or single extended use period is not permitted.

ARTICLE 6 – EXCLUSIVITY

- 601 **No Exclusivity May Be Required** Section 20 of the National Commercial Agreement, Product Conflicts/Exclusivity, does not apply to engagement of talent under the terms of this Addendum, except as hereinafter provided for in Article 602. At the time of audition or booking, the Engager shall not require any Performer to disclose commercials on which the Performer has been engaged, except for commercials on air advertising directly competitive products, as defined in Section 20 of the National Commercial Agreement.
- 602 **Spokesperson Contracts** In the event that an advertiser requires exclusivity to be granted by a Performer who will be the advertiser's spokesperson,

negotiations respecting exclusivity must take place between the Engager and the Performer as to the terms and conditions of such exclusivity. All agreed terms and conditions respecting spokesperson exclusivity must be clearly detailed in the Performer's contract, such provisions to include the degree of exclusivity required, agreed product conflicts and the period of time for which exclusivity is granted.

#### ARTICLE 7 – NOTIFICATION TO PERFORMERS

- 701 **Notification Required** At the time of audition for a short-life commercial, the Performer shall be informed that the commercial to be produced will fall under the terms, rates and conditions of this Addendum. An appropriate notation will be made on the Performer's engagement contract that specifies the commercial as short-life and its proposed period of use.
- 702 **Use Specified** Session and residual forms will specify the commercial's use as a short-life commercial and its applicable declared use period.

#### ARTICLE 8 – ADHERENCE TO AGREEMENT BY ENGAGER

- 801 An Engager of talent may engage Performers under the terms of this Addendum only when such Engager has signed a Letter of Adherence in accordance with the provisions of Section 30 of the National Commercial Agreement. Such Letter of Adherence shall follow the format appearing in Article 3004 of the National Commercial Agreement.

#### ARTICLE 9 – CONTRACT SERVICE FEES

See Article 29

#### ARTICLE 10 – PERIOD OF OPERATION

- 1001 Term This Addendum's new rules and rates are in effect on August 05, 2017, and shall remain in full operation until June 30, 2020.

### ADDENDUM NO. 3 INFOMERCIALS

For the purposes of this Addendum, an infomercial is a program in excess of three (3) minutes in length, the intent of which is to sell a product or service. All terms and conditions, except as modified herein, shall be those set forth in the ACTRA National Commercial Agreement.

- (a) **Persons Covered** All on-camera and off-camera Performers who perform as talent, such as Principal Performers, Actors, Hosts, Announcers, etc., as defined by the ACTRA Independent Production Agreement, shall be covered by this Addendum. Specifically excluded from the application of this Addendum are the following:
- (i) the unscripted testimonial of an individual, provided that the individual is not a professional Performer as defined above;
  - (ii) members of any live audience and individuals who are engaged as experts explaining the “engineering” and not the physical application of a product, provided the individual is not a professional Performer;
  - (iii) stock footage or still photographs.
- (b) Compensation

#### TELEVISION

##### **Residual Categories**

Principal Performers, Announcers, Dancers (solo or duo), Hosts, Group Singers, Puppeteers, Narrators, Commentators, Singers (solo or duo), Stunt Performers:

- for the first day of work: **\$1102.00/\$1124.00/\$1146.50** (8 hours of work)
- for each additional day of work: **\$787.75/\$803.50/\$819.50** (8 hours of work)

Actors (speaking 5 lines of dialogue\* or less), Singers or Dancers in groups of up to four, Models:

- for the first day of work: **\$710.00/\$724.25/\$738.75** (8 hours of work)

- for each additional day of work: **\$551.50/\$562.50/\$573.75** (8 hours of work)

\*A “line of dialogue” is defined as a line of script of ten (10) words or less, including directed but unscripted dialogue.

Hourly work time rate: **\$100.00/\$102.00/\$104.00** per hour or part thereof All hours beyond eight (8) (exclusive of one meal period) shall be compensated at the rate of **\$138.00/\$140.75/\$143.50** per hour or part thereof.

It is understood that payment of the above compensation shall entitle the Engager to the right to broadcast the Infomercial for a period of thirteen (13) weeks.

### **Non-residual Categories**

Stunt Coordinators, Demonstrators, Background Performers, Group Background Performers:

**Year 1:** August 05, 2017 to June 30, 2018

**Year 2:** July 1, 2018 to June 30, 2019

**Year 3:** July 1, 2019 to June 30, 2020

	Year	8 Hours of Work	4 Hours of Work	Hourly Work Time Rate	Overtime Rate
Stunt Coordinator	1	\$1029.50		\$134.50	\$157.50
	2	1055.25		137.25	161.00
	3	1146.50		140.00	164.25
Demonstrator	1	791.50		100.00	138.00
	2	811.25		102.00	140.75
	3	819.50		104.00	143.50
Background Performer	1	475.50	235.25	61.75	64.00
	2	487.50	240.00	63.00	65.25
	3	499.75	244.75	64.25	66.50
Group Background Performer	1	315.00	157.75	38.50	46.75
	2	321.25	161.00	39.27	47.75
	3	327.75	164.25	40.00	48.75

**Note:** Refer to Section 16 of the National Commercial Agreement when Minors are engaged (8-hour work day).

### **Prepaid Use for Residual Categories**

Principal Performers, Announcers, Dancers (solo or duo), Hosts, Narrators, Commentators, Singers (solo or duo), Stunt Performers:

- Session Fee, plus **\$2363.75/\$2411.00/\$2459.25** per annum, or **\$945.00/\$964.00/\$983.25** per thirteen (13)–week cycle.

Actors, Singers and Dancers in groups of up to four, Models:

- Session Fee, plus **\$1889.50/\$1927.25/\$1965.75** per annum, or **\$787.75/\$803.50/\$819.50** per thirteen (13)–week cycle.

- (c) **Changes** If a Performer is required to make changes after the initial production, the hourly rate applicable to the original category of performance shall apply, with a minimum two (2)–hour work session.

### **RADIO**

(d) **Single Voice**

Session and thirteen (13) weeks of use: **\$695.50/\$709.50/\$723.75**, which includes three (3) cuts and four (4) hours of work at the same session.

**Multiple Voice**

Session and thirteen (13) weeks of use: **\$540.75/\$551.50/\$562.50**, which includes three (3) cuts and four (4) hours of work at the same session.

### **TELEVISION AND RADIO**

(e) **Commercials from Infomercials**

- (i) **Editing Infomercials** The Engager may edit one commercial from an infomercial, upon the consent of the Performers and payment of residual fees for use of the commercial, such residual fees being applicable to all Performers in residual categories in the resultant commercial.
- (ii) **Simultaneous Production** If a commercial is planned to be produced and is, in fact, produced at the same time as an infomercial, the Performers shall be paid session and residual fees under both the National Commercial Agreement (for the commercial) and the Infomercial Addendum (for the infomercial).

## TELEVISION AND RADIO

All incidental expenses, such as overtime, etc., shall be paid at the higher rate (either National Commercial Agreement or Infomercial Addendum), but in no event shall be duplicated.

# **ADDENDUM NO. 4** **WORK PERMIT FEES**

EFFECTIVE FEBRUARY 1, 2003

On each commercial work session, work permits must be purchased prior to commencement of work.

Canadian Resident Performers

Performers (all categories except Background and Group Background Performers):

	<b>Apprentice Member AABP (ACTRA Additional Background Performer)</b>	<b>Non-ACTRA Performer</b>
1st work permit	\$343.75	\$412.50
2nd and subsequent permits	\$250.00	\$300.00

Minors under 16 years of age (all categories except Background and Group Background Performers):

1st work permit	\$237.50	\$285.00
2nd and subsequent permits	\$175.00	\$210.00

Adult Background Performers (except Group Background Performers):

1st work permit	\$156.25	\$187.50
2nd and subsequent permits	\$106.25	\$127.50

Minors under 16 years of age (Background Performers):

1st work permit	\$112.00	\$135.00
2nd and subsequent permits	\$68.75	\$82.50

Group Background Performers

Each GBP permit*	\$50.00	\$60.00
Standby babies (under three years**	\$18.75	\$22.50

\* See Article 804 of the National Commercial Agreement

\*\* See Article 1607 of the National Commercial Agreement

The above fees apply to each television commercial or each radio session.

Local and Regional Addendum No. 1,

Article 402

\$43.75

\$52.50

**Non-Resident Performers**

**(a) Commercials Produced For Canadian/U.S. Use:**

**\$1,012.50** for a commercial, to a maximum of three (3) per Performer in a pool production: **3 x \$1,012.50 = \$3,037.50**, according to Articles 101 and 703 of the National Commercial Agreement

**(b) Commercials Produced For U.S. Use Only:**

**\$412.50** for each commercial per non-resident Performer, according to Article 2404(b) of the National Commercial Agreement

**(c) Voice Patch Waiver Fee:**

**\$1,012.50** per commercial, up to a maximum of **3 x \$1,012.50 = \$3,037.50**, according to Article 101 of the National Commercial Agreement

**(d) Local and Regional Addendum No. 1, Clause 405, Voice Patch Waiver Fee:**

**\$506.25** per commercial, up to a maximum of three (3) waiver fees per pool of commercials during the same session: **\$1,518.75**, according to Article 101 of the National Commercial Agreement

**Digital Media**

Work permit fees for Apprentice Members and Non-ACTRA Performers in commercials produced for Digital Media shall be fifty percent (50%) of the work permit fees specified in the NCA, Addendum #4 Work Permit Fees and/or the Local and Regional Addendum, Article 402(b).

**APPENDIX A:  
Canada and U.S. Unit Calculations as per Article 2403**

The following examples illustrate how Residual payments are calculated for ACTRA commercials produced in Canada for use in Canada under the ACTRA Agreement, and for use in the United States under the SAG Contract. However, the maximum period of use of the commercial shall be pursuant to Article 1814 of the ACTRA Agreement.

**ACTRA and SAG rate examples are based on the On-Camera Principal Performer category. The SAG rates remain the same for all three (3) years:**

**Year 1:** December August 05, 2017 to June 30, 2018

**Year 2:** July 1, 2018 to June 30, 2019

**Year 3:** July 1, 2019 to June 30, 2020

<b>Example 1</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
ACTRA Table A, Wild Spot, 13 weeks' cycle of use Canada use (market buy based on 37 units, Global Ontario)	\$1148.05	1171.00	1194.00
SAG Table A, Wild Spot, 13 weeks' cycle of use U.S. use (market buy based on 150 units, not including New York, Chicago or Los Angeles)	\$2289.70	\$2289.70	\$2289.70
Total for both Canada and U.S. use	\$3437.75	\$3460.70	\$3483.70

**Example 2:**

ACTRA Table B, Network Spot, 13 weeks' cycle of use Canada use (market buy based on CBC, CTV and Global @84 units)	\$1858.90	\$1896.20	\$1934.25
SAG Class A, Program Network, 13 uses U.S. use (market buy based on 20 cities)	\$2199.84	2199.84	\$2199.84
Total for both Canada and U.S. use	<b>\$4058.74</b>	<b>\$4096.04</b>	<b>\$4134.09</b>

# **APPENDIX "B"** **APPLICATION FOR ACTRA WORK PERMIT: COMMERCIALS ONLY**

**NOTE:** To be completed by all performers on *every* engagement in ACTRA jurisdiction. **Please print and complete in full.**

Professional Name \_\_\_\_\_

Citizenship \_\_\_\_\_

Legal Name \_\_\_\_\_

Agent's Company Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

Name of Talent Agent \_\_\_\_\_ Cheques to be sent: Home \_\_\_\_\_ Agent \_\_\_\_\_

\_\_\_\_\_  
 Apartment #, Street Number, and Street Name

\_\_\_\_\_  
 City Province Postal Code Country Telephone No.

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Male \_\_\_\_ Female \_\_\_\_ SIN \_\_\_\_\_  
 Day Month Year Social Insurance No.

ACTRA Apprentice Member: No \_\_\_\_ Yes \_\_\_\_ Apprentice No. \_\_\_\_\_

Equity Member: No \_\_\_\_ Yes \_\_\_\_

\_\_\_\_\_  
 Name of Adhered Engager (Advertising Agency)

\_\_\_\_\_  
 Tel. No.

\_\_\_\_\_  
 Name of Advertiser

\_\_\_\_\_  
 Commercial Name(s) Product

\_\_\_\_\_  
 Production House Tel. No.

\_\_\_\_\_  
 Description of Role of Character Being Cast

\_\_\_\_\_  
 Number of ACTRA Members and Apprentice Members Auditioned List Names: \_\_\_\_\_

\_\_\_\_\_  
 Number of Commercials T.V. Radio

\_\_\_\_\_  
 Category of Performance Date of Production

\_\_\_\_\_  
 Location

\_\_\_\_\_  
 Time of Shoot A.M. P.M.

\_\_\_\_\_  
 Work Permit Fee \$

\_\_\_\_\_  
 Method of Payment: Visa MasterCard Interac Cheque Cash

\_\_\_\_\_  
 Signature of Engager/Representative Signature of Applicant

**Note:** In the event of a dispute, ACTRA has the right to appeal to the Joint Standing Committee should ACTRA consider that an Engager has improperly exercised Sections 7 and 8 of the National Commercial Agreement.

\_\_\_\_\_  
 FOR OFFICE USE ONLY

\_\_\_\_\_  
 Date Received Approved/Denied by

\_\_\_\_\_  
 Reason for Denial

**APPENDIX "C"**  
**ACTRA / ICA – ACA**  
**COMMERCIAL INTENT TO PRODUCE**

*This form must be sent to the Local ACTRA office at least two (2) business days prior to shooting.*

<b>Sponsor:</b>		<b>Product:</b>	
<b>Agency:</b>		<b>Producer:</b>	
<b>Signatory Engager:</b>		<b>Casting Director:</b>	
<b>Production Co:</b>		<b>Line Producer:</b>	
<b>Director:</b>			
<b>Intended Use</b>	<b>Canada:</b>	<b>USA:</b>	<b>Digital Media:</b>
			<b>Other:</b>

<b>National</b>	<b>TV</b>	<b>Radio</b>	<b>Digital Media</b>	
<b>PSA</b>	<b>Dbl. Shoot</b>	<b>Demo</b>	<b>Loc/Reg</b>	
<b>Seasonal</b>	<b>Tags</b>	<b>Dealer</b>	<b>Infomercial</b>	<b>Other</b>
<b>Short Life</b>	<b>7 Days</b>	<b>14 Days</b>	<b>31 Days</b>	<b>45 Days</b>

<b>Commercial Name(s)</b>	<b>Date(s)</b>	<b>Location(s)</b> <small>please provide exact address</small>

<b>Minors</b>	<b>Yes:</b>	<b>No:</b>	<b>Total #:</b>	<b>Ages:</b>
<b>Background</b>	<b>Yes:</b>	<b>No:</b>	<b>Total #:</b>	
<b>Group Background</b>	<b>Yes:</b>	<b>No:</b>	<b>Total #</b>	
<b>Stunt Coordinator</b>	<b>Yes:</b>	<b>No:</b>		
<b>Stunts</b>	<b>Yes:</b>	<b>No:</b>	<b>Type:</b>	
<b>Location Shoot - beyond 40 km radius</b>	<b>Yes:</b>	<b>No:</b>		
<b>Weather Hold</b>	<b>Yes:</b>	<b>No:</b>		
<b>Weekend or Night Production</b>	<b>Yes:</b>	<b>No:</b>		
<b>Nude Scenes</b>	<b>Yes:</b>	<b>No:</b>		

<b>Performer Name(s)</b>	<b>- 16 yrs</b>	<b>Category</b>	<b>Date</b>	<b>Location</b>

*...please attach additional pages if necessary.*

## APPENDIX "C1"

## ACTRA / ICA – ACA Commercial

## Intent to Produce for A706 Exclusions and/or A707 Members of the Public Waiver

At least 2 business days prior to the production of a commercial in which the Engager wishes to shoot undirected/unscripted scenes, the idea or outline for the commercial shall be provided to ACTRA.

**A707 Waivers:**

One of the criteria as outlined below must be satisfied. Only one commercial (including alternate versions per Article 1902) shall be made from material recorded at an event where such a waiver applies.

The Engager shall pay for a waiver in the amount of **\$200.00** for the use of members of the public to appear in one commercial.

**Article 2901: Contract Service Fee and Article 1218: Accident On Set**

Both are applicable on Article 706 Exclusions and 707 Members of the Public Waiver. CSF's are calculated on scale rates and AoS is paid at the fixed rate of \$7.50 per person to a maximum of 25 persons.

<b>Signatory Engager:</b>		<b>Agency:</b>		<b>Producer:</b>	
<b>Advertiser:</b>		<b>Prod. Co:</b>		<b>City:</b>	
<b>Director:</b>					
<b>Budget information</b>		<b>Small: \$0 to \$25k</b>		<b>Medium: &gt;\$25k to \$99k</b>	
				<b>Large: &gt;\$99k</b>	
<b>Intended Use(s)</b>	Canada	USA	Digital Media	Other	
National	TV	Radio	Digital Media	PSA	Other
Demo	Loc/Reg	Dealer	Seasonal	Infomercial	
Short Life	7 Days	14 Days	31 Days	45 Days	
<b>Commercial Name</b>		<b>Shoot Date(s)</b>		<b>Shoot Location(s)</b>	

**Article 707 Members of the Public Waiver:**

☐ Undirected Background Scenes (Article 2204a)

☐ Undirected/Unscripted Scenes

☐ Live Events

☐ Person on the Street Commercials

☐ Hidden Camera Commercials

**Article 706 Exclusions:**

☐ Employees of the Advertiser

☐ Lottery/Contest Winners

☐ Unscripted persons appearing as themselves where Truth in Advertising is required

**Production details:**

<b>Members of the Public count :</b>	<b>ACTRA Member count :</b>
<b>ACTRA Member Names :</b>	

**Outline of scene or event:**


<b>Date submitted:</b>	<b>ACTRA Production ID# ( to be completed by ACTRA):</b>
------------------------	--

**APPENDIX "D"**  
**REQUEST TO PRODUCE ACTRA-ICA/ACA**  
**UNPAID CHARITY PUBLIC SERVICE ANNOUNCEMENT**  
**(PSA) COMMERCIAL**

NEITHER EXCLUSIVITY NOR PRODUCT CONFLICT PERMITTED

- performer transportation included
- a Performer called for second and subsequent auditions shall be reimbursed per Article 907
- free wardrobe (unless rented)

**Please complete the following form:**

Signatory Engager Name \_\_\_\_\_

Agency Fax \_\_\_\_\_ Attention to \_\_\_\_\_

Product(s) \_\_\_\_\_

Children Involved (list ages) \_\_\_\_\_

Tentative Shooting Dates \_\_\_\_\_

Date Faxed to Agent \_\_\_\_\_ Date Faxed to ACTRA \_\_\_\_\_

Received by Local ACTRA Office \_\_\_\_\_

Approved by Local ACTRA Office \_\_\_\_\_

**Consultation with ACTRA must take place prior to production of PSA commercials and be followed up in writing. See Article 1101, paragraphs (a) to (f).**

**Note:** This form must be cleared with the local ACTRA office no less than forty-eight (48) hours before auditions (or booking/casting, if no auditions are held) begin. If it is not, full commercial rates and use payments are in full effect.

# APPENDIX "E"

## ACTRA-ICA/ACA COMMERCIAL CASTING/BOOKING CONFIRMATION FORM

Ad Agency \_\_\_\_\_

Product \_\_\_\_\_

Conflict Category \_\_\_\_\_

Examples \_\_\_\_\_

PERFORMER PHOTO HERE

Performer Name \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_

Alternate Phone/Pager (\_\_\_\_) \_\_\_\_\_

Height \_\_\_\_\_ Weight \_\_\_\_\_

Hair \_\_\_\_\_ Eyes \_\_\_\_\_

Agent \_\_\_\_\_

Agent Phone \_\_\_\_\_

 ACTRA \_\_\_\_\_ ACTRA \_\_\_\_\_ UdA \_\_\_\_\_  
 Member \_\_\_\_ Apprentice \_\_\_\_ Member \_\_\_\_

Audition: ACTRA \_\_\_\_ SAG \_\_\_\_ ACTRA/UdA \_\_\_\_

 \_\_\_\_\_ Available: Yes \_\_\_\_ No \_\_\_\_  
 Shoot Date \_\_\_\_\_

 Competitive products on air (see Article 2003,  
 with the exception of seasonal commercials):  
 \_\_\_\_\_

### BOOKING CONFIRMATION

Category \_\_\_\_\_

#### Rates:

Session \_\_\_\_ Resid. \_\_\_\_ Other \_\_\_\_

Faxed to \_\_\_\_\_ From \_\_\_\_\_

Agent Fax No. \_\_\_\_\_ Rec'd. \_\_\_\_

Performer Fax No. \_\_\_\_\_ Rec'd. \_\_\_\_

Performer's Signature \_\_\_\_\_

### PSA – PUBLIC SERVICE ANNOUNCEMENT

Charity/PSA Yes \_\_\_\_ No \_\_\_\_

Paid? Yes \_\_\_\_ No \_\_\_\_

Performer's Signature \_\_\_\_\_

SIZES: Adult \_\_\_\_ Child \_\_\_\_

Pants/Skirt \_\_\_\_ Shirt/Blouse \_\_\_\_

Dress/Jacket \_\_\_\_ Shoes \_\_\_\_

 Special requirements (e.g., allergies,  
 asthma, vertigo):  
 \_\_\_\_\_

NATIONAL \_\_\_\_ TV \_\_\_\_ RADIO \_\_\_\_

TAGS \_\_\_\_ REGIONAL \_\_\_\_ DEMO \_\_\_\_

CHANGES \_\_\_\_

SEASONAL \_\_\_\_ DEALER \_\_\_\_ PSA \_\_\_\_

 LOCAL/\_\_\_\_ INFOMERCIAL\_\_\_\_  
 REGIONAL \_\_\_\_ OTHER \_\_\_\_

SHORT-LIFE \_\_\_\_ 7 DAYS \_\_\_\_ 14 DAYS \_\_\_\_

31 DAYS \_\_\_\_ 45 DAYS \_\_\_\_ CHANGE \_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*PLEASE PRINT CLEARLY IN EACH COLUMN TO ENSURE PAYMENT\*\*\*\*\*

## ACTRA-ICA/ACA Full And Apprentice Members Commercial Audition Sign-in Time Sheet Part A

Date: Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

<b>Check Appropriate Box</b> Television _____ Radio _____ Regional _____ Short Life _____ Infomercial _____ PSA _____ Digital Media _____ Joint Promotion _____ US use only _____ Doubleshoot _____		<b>Advertising Agency</b> _____ <b>Agency Producer</b> _____ <b>Email</b> _____ <b>Fax / Telephone Numbers</b> _____ <b>Shoot Location (City)</b> _____	<b>Fax this form within 2 days of the audition to the Advertising agency and the local ACTRA office:</b> Newfoundland & Labrador (709) 722-2113 Maritimes (902) 422-0589 Montreal (514) 844-2068 Ottawa (613) 565-4367 Toronto (416) 928-2852 Manitoba (204) 947-5664 Saskatchewan (306) 359-0044 Alberta (403) 228-3299 UBCP (Vancouver) (604) 689-1145
<b>Sponsor</b>			
<b>Product</b>		<b>Production Company</b>	<b>Casting Director</b>
<b>Intended Use</b>		<b>Line Producer</b>	<b>Commercial Title(s)</b>
			<b>Intended Production Date(s)</b>

The section below is to be completed by Performers - please print clearly

Name	ACTRA Number	Talent Agency	Special Wardrobe/ Costume Required by Casting	Specific Role	Audition Number for Specific Role	Audition Arrival Time	Audition Call Time	Audition Time Out	Initial

ENGAGER SIGNATURE \_\_\_\_\_

INSTITUTE OF  
CANADIAN  
ACTRESS

\*\*\*\*PLEASE PRINT CLEARLY IN EACH COLUMN TO ENSURE PAYMENT\*\*\*\*

## ACTRA-ICA/ACA Non - Members Commercial Audition Sign-in Time Sheet Part A

Date: Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Check Appropriate Box		Advertising Agency	Fax this form within 2 days of the audition to the Advertising agency and the local ACTRA office: Newfoundland & Labrador (709) 722-2113 Maritimes (902) 422-0589 Montreal (514) 844-2068 Ottawa (613) 565-4367 Toronto (416) 928-2852 Manitoba (204) 947-5664 Saskatchewan (306) 359-0044 Alberta (403) 228-3299 UBCP (Vancouver) (604) 689-1145
Television	Radio	Agency Producer	
Regional	Short-life	Email	
Infomercial	PSA	Fax / Telephone Numbers	
Digital Media	Joint Promotion	Shoot Location (City)	
US use only	Doubleshoot	Production Company	Casting Director
Sponsor		Line Producer	Commercial Title(s)
Product			Intended Production Date(s)
Intended Use			

The section below is to be completed by Performers - please print clearly

Name	Address	Talent Agency	Special Wardrobe/ Costume Required by Casting	Specific Role	Audition Number for Specific Role	Audition Arrival Time	Audition Call Time	Audition Time Out	Initial

## APPENDIX "F" (PART B)

## ACTRA-ICA/ACA COMMERCIAL AUDITION SIGN-IN SHEET PART B

THIS SECTION TO BE COMPLETED BY CASTING DIRECTOR

DATE: DAY MONTH YEAR PAGE OF

✓ CHECK APPROPRIATE BOX: TELEVISION ( ) RADIO ( ) INFORMAL ( ) OTHER (SPECIFY) ( ) ON CAMERA ( ) OFF CAMERA ( )	
INTENDED USE	FAX THIS FORM WITHIN 2 DAYS OF THE AUDITION TO 416-482-1856 INSTITUTE OF COMMUNICATIONS AND ADVERTISING 2300 YONGE STREET, SUITE 500, BOX 2350 TORONTO, ONTARIO M4P 1E4
CASTING DIRECTOR	COMMERCIAL TITLE (NAME & NUMBER)
PRODUCT	INTENDED PRODUCTION DATE ADVERTISING AGENCY & CITY ADVERTISER PRODUCTION COMPANY

## THIS SECTION TO BE COMPLETED BY PERFORMERS (PLEASE PRINT CLEARLY)

This is a VOLUNTARY form. You are NOT required to complete it. However, ACTRA and the ICA/ACA request that you complete this form so that it may be determined how well commercials reflect the ethnic, sexual and age differences in our society. To protect your privacy, names are not requested. Your ACTRA number is requested to ensure the legitimacy of this information.

Please place an X in the appropriate box: C=Caucasian; B=Black; AE=Afro-European; AP=Asian Pacific; EA=Eurasian; AFA=Afro-Asian; NAI=North American Indian; M=Métis; I=Inuit; LH=Latino/Hispanic; MENA=Middle Eastern/North African; IP=Indo-Pakistani.

ACTRA No.	INITIAL	MALE	FEMALE	AGE	PLEASE PLACE AN X IN THE APPROPRIATE BOX														
					C	B	AE	AP	EA	AFA	NAI	M	I	LH	MENA	IP			

ENGAGER SIGNATURE \_\_\_\_\_

# ACTRA

COMMERCIAL ENGAGEMENT CONTRACT

**PART A TO BE COMPLETED PRIOR TO PRODUCTION** CONTRACT #  BRANCH CODE  AGENCY PRODUCER

AGENCY	AGENCY PRODUCE IN
ADDRESS	
SPONSOR	
PRODUCT	
PRODUCTION HOUSE	CHECK IF PAYING SESSION FEE <input type="checkbox"/>
PRODRESS	
CONTRACTS WITH	(CORPORATE NAME WHERE APPLICABLE)
TO SUPPLY THE	(PERFORMER NAME)
SERVICES OF	
PERFORMER ADDRESS	(STATE IT)
(TV)	(POSTAL CODE)
TELEPHONE	(EMAIL)
LOCAL INSURANCE NUMBER	CS7/HST # - -
	CS7/H
DATE OF BIRTH IF MINOR UNDER 18	TALENT AGENCY
PERFORMANCE CATEGORY	FULL MEMBER #
	APPRENTICE #
	PERMIT #

[illegible]

When the Contract is completed it must be scanned and a digital copy given to the performer during production and a copy sent to the local ACTRA Branch before the payment is remitted



# APPENDIX I: Residual Payment Form

## RESIDUAL PAYMENT

INSTRUCTIONS: Residual fees for television, radio, new media or other media should be forwarded to ACTRA not later than twenty-eight calendar days after the first play, and should be made payable to the performer. Late payment penalties are applicable.

Agency Name: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
 Prod. House Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Sponsor: \_\_\_\_\_ Product: \_\_\_\_\_  
 Comm. Name or Nos.: \_\_\_\_\_ Prod Date: \_\_\_\_\_

Payment Date: \_\_\_\_\_

USE IN OTHER COUNTRIES: 2405 ☐ 2406 ☐

T.V. COMM. ☐ RADIO COMM. ☐ LIMITED BROADCAST TEST T.V. ☐

WILD SPOT ☐ NETWORK SPOT ☐ PROGRAM ☐

MADE FOR DIGITAL MEDIA: ☐ MOVED OVER: ☐ PREPAID: ☐

Cycle No.: \_\_\_\_\_

Commercial Type: \_\_\_\_\_

PREVIOUS CYCLE DATE FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
 CURRENT CYCLE DATE FROM: \_\_\_\_\_ TO: \_\_\_\_\_

	MARKET AREA	NO OF UNITS	NO. OF USES
1		4	
2		5	
3		6	

\* Deduct applicable taxes on service charge from gross fees.  
 All service charges attract taxes.

ACTRA ID or Permit #	Performer Name	Pay Perf.	Category	Above Min. Fee: Session	Residual	Units	Freight Use	Gross Fees	Less 2.5% Full Member Dues	Less 10% Service Charge - Apprentice or Non-Member + GST/HST or QST *	Net Fee Payable to Performer
SIN	ENGAGEMENT CONTRACT #	GST: <input type="checkbox"/> HST: <input type="checkbox"/> QST: <input type="checkbox"/>									
SIN	ENGAGEMENT CONTRACT #	GST: <input type="checkbox"/> HST: <input type="checkbox"/> QST: <input type="checkbox"/>									
SIN	ENGAGEMENT CONTRACT #	GST: <input type="checkbox"/> HST: <input type="checkbox"/> QST: <input type="checkbox"/>									
SIN	ENGAGEMENT CONTRACT #	GST: <input type="checkbox"/> HST: <input type="checkbox"/> QST: <input type="checkbox"/>									

ALL CHEQUES TO BE FORWARDED TO ACTRA

A. Total Gross Fees	B. Tot Dues	C. Net Sec. Chg.	Total 4%
Total payable to ACTRA	B + C		12% of Box A
Total (sum of fees payable to ACTRA & B. Tot of Gross Fees)			Total 16%

Employer's Contribution Total

**APPENDIX J:**  
**Statutory Declaration for Casting Directors**

*The Engager shall, as a condition precedent to engaging a casting director or other person responsible for hiring any Performer (including any Background Performers), require said casting director or person to execute a Statutory Declaration in the form provided below, and deliver same to ACTRA.*

I \_\_\_\_\_, have been engaged as a casting director, or in another position in which I am responsible for engaging Performers, which for the purposes of this Declaration shall include Background Performers, in respect of the production of television and radio commercials produced by the Engagers adhered to the National Commercial Agreement, **and/or its addenda**, between the Joint Broadcast Committee of the Institute of Communication Agencies and the Association of Canadian Advertisers and ACTRA, covering the period August 5, 2017 to June 30, 2020.

I solemnly declare that I (and all other persons in my employ, if any)

1. do not act as an agent for Performers;
2. do not and shall not act so as to require Performers to join a specific agency;
3. do not own or operate a talent agency
4. do not receive any money from any talent agency for using Performers represented by such agency;
5. do not receive any money from any Performer or charge a fee to any Performer;
6. will not pay or forward a fee to any talent agent for submitting Performers;
7. will not give any personal information relating to any Performer to any talent agency, except for the agency that represents such Performer;
8. will not be eligible to work on an ACTRA Performer contract;
9. will, when negotiating terms of engagement with Performers or their agents, negotiate in good faith. Without limiting the generality of the foregoing, I will not apply pressure to or coerce Performers into accepting only minimum terms and conditions. Furthermore, I will negotiate only the terms and conditions applicable to the particular engagement, without explicit or implicit reference to any other engagement.

I understand that ACTRA and the Engager are relying on this Declaration in order to permit me to be engaged as a casting director in respect to the

TELEVISION AND RADIO

production of all television and radio commercials produced by signatory Engagers, and that ACTRA and the Engager shall rely on this Declaration until the expiry of an Engager's signatory status under the National Commercial Agreement.

Date \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

**APPENDIX K:  
Negotiation Protocol for  
The National Commercial Agreement**

Whereas the Parties have always recognized the value and public interest in maintaining a legal and enforceable contractual framework for the negotiation of national standards of engagement for Performers in this industry;

And whereas the Parties to that end are desirous of continuing their practice of negotiating a National Commercial Agreement (“NCA”) available to all

Engagers, as defined in the NCA, wishing to engage Performers represented by ACTRA in their radio and television commercials;

And whereas ACTRA by letter to the ICA dated August 2, 2007, has put the ICA/ ACA on notice that it will henceforth be refusing to authorize ACTRA performers to work on commercial productions other than for “true engagers” who choose to sign the National Commercial Agreement.

The parties now agree as follows:

1. The terms of this Negotiation Protocol shall govern the process of collective bargaining for the renewal of this National Commercial Agreement. It is the Parties’ desire to resolve matters without resorting to strike or lockout. Therefore, prior to the declaration of a strike or lockout, the Parties mutually commit to using the Negotiation Protocol to govern their negotiations.
2. The Institute of Communication Agencies and the Association of Canadian Advertisers (ICA/ACA) recognize that ACTRA is a trade union, as has been determined by the Ontario Labour Relations Board, and that it is duly authorized to represent each and all Performers working under the NCA.
3. ACTRA recognizes the ICA/ACA as the sole and exclusive bargaining agent for Engagers who sign an Authorization for the ICA to negotiate this national Agreement on their behalf. Prior to each round of bargaining, the ICA shall take concrete steps to obtain from Engagers such Authorizations to bargain this Agreement on their behalf.
4. The Authorization that each Engager shall be asked to execute shall include:
  - (i) a requirement that each Engager-member agree that the ICA shall be its exclusive bargaining agent, authorized to bargain on its behalf in respect of the renewal of the National Commercial Agreement, and
  - (ii) a requirement that each such member shall be bound by the terms and conditions of the Agreement, which is the result of collective bargaining

between the ICA/ACA on the one hand and ACTRA on the other hand, subject to ratification in accordance with the bylaws or practices of each Party.

The ICA will, at the commencement of each round of bargaining, provide to ACTRA a list of all of the Engagers who have executed such Authorization.

5. To the extent that any matters are the subject of negotiations between the ICA/ACA and ACTRA, the Engager, once such Authorization is given, shall be precluded from negotiating separately with ACTRA or from entering into any agreement with ACTRA different from the NCA. Similarly, ACTRA shall be precluded from negotiating separately with such Engager, or from entering into any agreement with the Engager different from the NCA, for so long as the terms and conditions of the NCA continue in effect.
6. The Parties agree to meet within forty-five (45) days of notice to bargain having been given, and to bargain in good faith and to make every reasonable effort to enter into a new Agreement.
7. While bargaining continues, and until the right to strike or lockout has accrued in accordance with this Protocol, the terms and conditions of the current NCA shall continue in full force and effect, and neither party shall alter, or threaten to alter any of the terms thereof, without the written consent of the other party. In particular, without limiting the generality of the foregoing, the Engagers shall not, without the written consent of ACTRA, alter any rates or any other term of the current NCA or any right or privilege of the Performers in the bargaining unit or any right or privilege of ACTRA until the requirements of the Protocol have been met.
8. Where a Party to the NCA considers that Mediation/Conciliation would be helpful, the Party may request the assistance of a Mediator/Conciliator.

Such a request shall be made by the Party giving written notice to the other Party of its desire to obtain the assistance of a Mediator/Conciliator. Such notice shall contain the names of three persons whom the Party giving notice is prepared to accept. The proposed persons shall be neutral persons who have no direct interest in the subject matter of the negotiations, and who have not acted as employee, agent or advisor for either of the Parties or for an interested Party in any previous proceedings between the Parties or their members.

9. The Party receiving such notice shall reply in writing within ten (10) days, accepting the appointment of one of the Mediators/Conciliators suggested by the other Party or indicating that none of the suggested persons is

acceptable. In the latter event, the Party responding shall suggest alternative persons as part of its written response. The Parties shall then have a further 10 days in which to reach agreement upon a Mediator/Conciliator. Should the Parties be unable to do so, they shall forthwith submit a mutual request to the Ontario Minister of Labour to appoint the Mediator/Conciliator.

10. Where a Mediator/Conciliator has been agreed to by the Parties or confer with the Parties and endeavour to assist them to reach a new Agreement.
11. The Parties agree that the fees and expenses of the Mediator/Conciliator ("the Officer"), if not paid by the Ministry of Labour, shall be paid fifty percent (50%) by ACTRA and fifty percent (50%) by the ICA/ACA.
12. After the Parties have met with the Officer and have made reasonable efforts to enter into a new Agreement without success, either Party shall have the right to request a Report from the Officer that the parties have reached an impasse in their bargaining.
13. The Parties agree that there shall be no strike or lockout declared until the expiry date of the Agreement and fifteen days have elapsed from the date that the Report of the Officer indicates it was issued.
14. ACTRA agrees that there shall be no strike against any Engager, on whose behalf the ICA/ACA has been authorized to negotiate, and the ICA and ACA agree that there shall be no lockout by any Engager on whose behalf the ICA/ACA has been authorized to negotiate, unless there is a strike against all Engagers, or a lockout by all Engagers, on whose behalf the ICA/ACA has been authorized to negotiate.
15. The Parties to this Negotiation Protocol agree that "strike" and "lockout" shall have the same meaning as those terms have under the Ontario Labour Relations Act.
16. The Parties and any Engagers signatory to this National Commercial Agreement expressly acknowledge that the National Commercial Agreement, negotiated in good faith between the Parties, is intended to be a binding and enforceable agreement. Accordingly, neither party nor any signatory Engager shall, during the life of this National Commercial Agreement, raise as an issue in any proceeding to enforce its terms:
  - (a) whether ACTRA had or has status to represent performers covered by this Agreement,
  - or

- (b) whether the performers covered by this Agreement are “employees”, “dependent” contractors, or “independent” contractors.

Or

- (c) whether this is an enforceable agreement.
17. Subject to the provisions of the Act respecting the professional status and conditions of engagement of performing, recording and film artists (R.S.Q., c.S-32.1), which prevails, the Negotiation Protocol is applicable in Quebec.

**APPENDIX K1**

Agreement between:

ACTRA

“ACTRA”

and

The Association of Canadian Advertisers

“ACA”

The ACA agrees with ACTRA that it shall undertake to take the following steps:

1. The ACA shall make its members aware of the negotiation process relating to the National Commercial Agreement (“NCA”) and the terms of the Negotiation Protocol attached as Appendix K, and how the said negotiation process is to the mutual advantage of ACTRA and the membership of the ACA.
2. Prior to commencement of the next round of negotiations for the renewal of the NCA, the ACA shall submit to ACTRA a list of its members that have provided Authorizations to the ACA to negotiate the renewal of the National Commercial Agreement under the terms of the Negotiation Protocol.

The Association of Canadian Advertisers, ACTRA, per:

per:

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX L:**  
**Parental Audition Consent Form**

You are the Parent or Guardian of a child (referred to as a “Minor”) who is about to audition for a commercial under the jurisdiction of the ACTRA– ICA/ACA National Commercial Agreement, which sets out the minimum terms and conditions for the engagement of Minors in commercials for television and radio (except for under the jurisdiction of the UdA or AF of M). This National Commercial Agreement is available from the ACTRA office and will be provided to you upon request. In addition, if you have any questions, they should be directed to the Minor’s Steward at your local ACTRA office, who is there to assist you. Please read this consent form carefully, as it highlights your responsibilities as a parent should your Minor be offered a commercial engagement.

1. Prior to the Minor’s auditioning for a role in a commercial or infomercial, you, as the Parent, are required to read this form in its entirety, complete and sign it and return it to the Engager (or the Engager’s designate).
  2. You have the ultimate responsibility for the health, education and welfare of your Minor in making decisions concerning the Minor with respect to his/her engagement in a role in a radio or television commercial. The better informed you are, the better-informed decisions you will make.
  3. First, you must be familiar with the requirements of the role your Minor is being considered for — this usually means reading the script. It may help to speak to the Engager, casting director or director to get a clear picture of what the role entails.
  4. Having familiarized yourself with the requirements of the role, you are required to disclose hereunder any medical history or condition or any attitudinal or psychological condition that you are aware of that might foreseeably interfere with or have an impact on your Minor’s ability to do what may be required. If you think something might be important but are not sure, please include it:
- 
5. If your Minor is less than 16 years of age, you will be required to accompany him/her to and from the set or studio and must be accessible while he/she is on set/in the studio. If your Minor is 16 years of age or older, it is your right to be accessible at all times when he/she is on set/in the studio. You, as the Parent, may not interfere with production unless interference is required to ensure your Minor’s health and safety.

6. If you will not be able to attend, you will be required to appoint a Chaperon (a person no less than 18 years of age who is not an employee on the production). It is strongly recommended that this person have your confidence to act in your Minor's best interests.

Parent/Legal Guardian signature \_\_\_\_\_

Date \_\_\_\_\_

Name of Minor (please print) \_\_\_\_\_

**APPENDIX M:**  
**Declaration of Parent in the Engagement of Minors**  
(See Article 1604)

A Parent is obligated to read this form carefully, together with the section of the National Commercial Agreement (“NCA”) setting out the minimum terms and conditions for the engagement of Minors in commercials for television and radio produced in Canada (except for under the jurisdiction of the UdA or AF of M). The NCA is available from the ACTRA office and will be provided to you upon request. In addition, if you have any questions, they should be directed to the Minor’s Steward at your local ACTRA office, who is there to assist you.

1. If your Minor is offered a role in a commercial or infomercial, you, as the Parent, are required to complete and sign this form and return it to the Engager prior to a contract being entered into engaging your Minor.
2. You have the ultimate responsibility for the health, education and welfare of your Minor in making decisions concerning your Minor with respect to his/her engagement in a role in a radio or television commercial. The better informed you are, the better-informed decisions you will make.
3. First, you must be familiar with the requirements of the role your Minor is being considered for — this usually means reading the script. It may help to speak to the Engager or director to get a clear picture of what the role entails.
4. Having familiarized yourself with the requirements of the role, you are required to disclose hereunder any medical history or condition or any attitudinal or psychological condition that you are aware of that might foreseeably interfere with or have an impact on your Minor’s ability to do what may be required. If you think something might be important, but you are not sure, please include it.
5. If your Minor is less than 16 years of age, you must accompany him/ her to and from the set or location and must be accessible while he/ she is on the set. If your Minor is 16 years of age or older, it is your right to be accessible at all times when he/she is on set.
6. If you cannot attend, you shall appoint a Chaperon for your Minor. It is strongly recommended that this person have your confidence to act in your Minor’s best interests. The appointment shall be in the form of Appendix N, and must be completed in triplicate: one copy to be delivered to the Engager, one to be delivered to ACTRA and one for you to keep.

7. As you may not be available at all times, please fill out and return the Emergency Medical Authorization Form attached (Appendix N), which allows the Engager to obtain emergency treatment for your Minor when you cannot be contacted at once.
8. You are also responsible to ensure that your Minor's education is taken care of when he/she is working. If your Minor is required to work more than three (3) regular school days on a radio or television commercial, you should consult his/her teacher or school principal and ask what tutoring the Minor may need. The Engager will institute the tutoring plan proposed by the principal or teacher, but it is up to you to make sure this is taken care of.
9. Section 16 of the National Commercial Agreement provides that after a Minor's total lifetime remuneration reaches \$5,000.00, 25% percent of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the Engager, and shall be remitted to the ACTRA Performers' Rights Society, which shall hold such monies in trust for the Minor. Your Minor's engagement is subject to this provision.
10. The Minor

- ☐ is a resident of Canada within the meaning of the Income Tax Act of Canada
- ☐ is not a resident of Canada within the meaning of the Income Tax Act of Canada

If the residence of the Minor changes, I hereby undertake to promptly notify ACTRA PRS of the change.

Your signature on this form indicates that you have received a copy of the National Commercial Agreement. Please sign and date this form and deliver it to the Engager as soon as possible.

Date \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

**APPENDIX N:**  
**Chaperon Form and Emergency Medical Authorization Form**  
(See Section 16)

**Appointment of Chaperon**

To: (Name of Engager)

Re: (Name of Production)

I, \_\_\_\_\_ (Name of Parent), am the Parent or legal Guardian of  
\_\_\_\_\_ (Name of Minor), who is ten (10) years of age or older.

I hereby appoint \_\_\_\_\_ (Name of Chaperon) to be the Chaperon of the above-noted Minor, my Minor, for all times that I am unable to accompany my Minor to and from the set and to remain in attendance while my Minor is present on the set.

I agree to advise you if I, instead of the Chaperon, will accompany my Minor any time during the production. I warrant that the Chaperon whom I have appointed has my full authority and confidence to supervise and care for the above-noted Minor during this production.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Parent or Guardian

Telephone \_\_\_\_\_

**Consent of Chaperon**

I, \_\_\_\_\_ (Name of Chaperon), have read and familiarized myself with the provisions of the current National Commercial Agreement relating to Minors (in particular, Article 1605) and with the script with respect to the Role of \_\_\_\_\_ (Name of Minor). I understand that my responsibility is to ensure that the best interests of the Minor in my care prevail at all times, and I consent to assume this responsibility. I warrant that I am at least eighteen (18) years of age.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Parent or Guardian

Address \_\_\_\_\_ Telephone \_\_\_\_\_

**APPENDIX N: (cont'd.)**

**Emergency Medical Authorization Form**

*This form is to be completed and signed by the Parent of a Minor Performer six (6) years of age or older.*

I, \_\_\_\_\_, am the Parent of \_\_\_\_\_, a Minor Performer who is engaged under the terms of the National Commercial Agreement, and I hereby authorize the Engager or its designate to arrange for the provision of medical treatment for my Minor in the event of an emergency. This authorization will only be used when I or other Parent of the Minor is unavailable to provide the consent.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Parent or Guardian

Guardian Address \_\_\_\_\_

Telephone \_\_\_\_\_



# APPENDIX "O"

## MINORS' TRUST DEDUCTIONS

Article 1611 of the National Commercial Agreement reads as follows:  
 After a Minor's total lifetime remuneration reaches \$5,000, 25% of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the Engager and remitted to the ACTRA PRS, which shall hold such monies in trust for the Minor upon terms and conditions consistent with the obligations of the ACTRA PRS to act as a trustee. The ACTRA PRS shall keep track of the Minor's earnings to determine whether the \$5,000 level has been reached.

Please mail or fax copies to ACTRA Performers' Rights Society (ACTRA PRS), 625 Church Street, Suite 300, Toronto, Ontario M4Y 2G1 **Attention: Administrator**  
 Tel: (416) 489-1311  
 Toll-free: 1-800-387-3516  
 Fax: (416) 489-1040  
 E-mail: prs@actra.ca

### THIS FORM MUST BE COMPLETED IN FULL

Engager/Ad Agency \_\_\_\_\_ Production Date \_\_\_\_\_  
 Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Sponsor/Product \_\_\_\_\_  
 Email \_\_\_\_\_ Commercial Name/Number \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ Postal Code \_\_\_\_\_ TV \_\_\_\_\_ Radio \_\_\_\_\_ Other \_\_\_\_\_  
 Session \_\_\_\_\_ Residual \_\_\_\_\_

Social Insurance Number	Performer's Name			Performance Category	Minor's Gross Earnings	Trust Deduction 25% of Gross Earnings
	Last	First	Initial			

Total gross compensation remitted to ACTRA PRS: \$ _____ Late-penalty charges (per Section 26): \$ _____	<b>FOR ACTRA OFFICE USE ONLY</b> Cheque No. _____ Amount \$ _____ Date Rec'd. _____ Branch _____
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Please direct all payments to ACTRA PERFORMERS' RIGHTS SOCIETY.

Only Engagers who are signatory to the National Commercial Agreement ("NCA") are eligible to make contributions to ACTRA on behalf of eligible Performers employed by such Engagers. Any contributions submitted by a non-signatory Engager will not be accepted.

I certify that the above-named Engager is signatory to the NCA. By signing this agreement, the Engager acknowledges that it has accepted and agreed to be bound by the NCA to which the Engager is a signatory. I further certify that the information contained herein is correct, and that all compensation subject to Minors' Trust deductions (25% of gross earnings) during the period covered has been reported herein.

Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX P:**  
**Transfer of Rights Form**  
**National Commercial Agreement 2017-2020**  
 Section 32 – TRANSFER OF RIGHTS  
**EXAMPLE LETTER**

(To be copied in triplicate on Transferee's company letterhead)

Date: \_\_\_\_\_

RE: Sponsor: \_\_\_\_\_

Television/Radio Commercial(s): \_\_\_\_\_

\_\_\_\_\_ (Use separate sheet for additional commercials)

\_\_\_\_\_ (insert name of the company to which the commercial is being transferred, hereafter referred to as the "Transferee") hereby agrees with \_\_\_\_\_

\_\_\_\_\_ (insert the name of the Engager from which the commercial is being transferred, hereafter referred to as the Transferor") that all television/radio commercials covered by this Transfer of Rights Agreement are subject to the current National Commercial Agreement to which the Transferor is a signatory. The Transferee hereby agrees, expressly for the benefit of ACTRA, to respect and abide by all the provisions of said Agreement and to make additional payments required thereby for the use of the television/radio commercial(s). It is expressly understood and agreed that the right of the Transferee to telecast the television/radio commercial(s) affected by this Agreement shall be subject to and conditional upon prompt payment to the Performers involved of compensation for session and residual fees as provided for in the National Commercial Agreement.

**Transferee (New Agency)**

Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Province: \_\_\_\_\_  
 Postal Code: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

**Transferor (Previous Agency)**

Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Province: \_\_\_\_\_  
 Postal Code: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

# **APPENDIX Q:** **Proof of Age Affidavit**

My name is [Name] \_\_\_\_\_ and I hereby represent that I am an employee of [Name of Casting Company] \_\_\_\_\_ who has been contracted by [Agency] \_\_\_\_\_ to produce advertising for [Name of Advertiser] \_\_\_\_\_. I have been advised that in compliance with the guidelines established by the advertising industry, the persons appearing in [Name of product] \_\_\_\_\_ advertising must be 25 years of age or older. In my capacity as an employee of [Name of Casting Company] \_\_\_\_\_, I hereby certify that each signature on the performer list below and attached is that of an individual who appeared before me and represented and verified his/her age with a driver's licence or other acceptable photographic documentation/identification.

_____	_____	_____
Employee Name (please print)	Employee Signature	Date

_____	_____	_____
City and Province of Production	Brand	Production Title

## **PERFORMER LIST:**

_____	_____	DOB: _____	ID Type: _____
Performer Name (print)	Performer Signature		

_____	_____	DOB: _____	ID Type: _____
Performer Name (print)	Performer Signature		

_____	_____	DOB: _____	ID Type: _____
Performer Name (print)	Performer Signature		

_____	_____	DOB: _____	ID Type: _____
Performer Name (print)	Performer Signature		

_____	_____	DOB: _____	ID Type: _____
Performer Name (print)	Performer Signature		

_____	_____	DOB: _____	ID Type: _____
Performer Name (print)	Performer Signature		

_____	_____	DOB: _____	ID Type: _____
Performer Name (print)	Performer Signature		

Page _____	_____	_____
	Brand	Production Title

**APPENDIX R:**  
**LETTER OF UNDERSTANDING REGARDING WORKING CONDITIONS**

The Parties to this Agreement agree to uphold the basic working conditions contained in this Agreement. As part of this objective, the Parties will specifically address the items contained below in this Letter of Understanding.

The following terms and conditions represent fundamental working conditions for Performers. These include but are not limited to:

- (a) The Casting Director shall remit Appendix J (Statutory Declaration) per Article 509 and forward a copy of the casting breakdown to the local ACTRA office, per Article 503.
- (b) Roles for Silent-On-Camera Performers shall be properly auditioned, per Article 901.
- (c) Audition sign-in sheets shall be forwarded to the local ACTRA office on a timely basis, per Article 907 (b).
- (d) Spokesperson or hero roles shall be auditioned singly, per Article 912.
- (e) Proper audition facilities shall be provided, per Article 914.
- (f) All contracts, before they are provided to the Performer, shall be signed by the Engager, per Article 1003.
- (g) Contracts shall be provided to performers before work commences, per Articles 1003 and 1004.
- (h) All Performers have access to the same and ample selection of food items from the craft service table for their substantial snack, per Article 1211.
- (i) Performers shall be provided with seating during rest and meal periods, per Article 1212.
- (j) A Performer's injury shall be reported to ACTRA at the earliest opportunity, per Article 1218.
- (k) Security for the safekeeping of Performers' personal wardrobe/effects shall be provided, per Article 1404.
- (l) Clean and accessible toilets and washrooms shall be provided, per Article 1406 (a)
- (m) Sufficient studio seats shall be available for Performers during rehearsals, per Article 1406 (b).

- (n) Privacy shall be provided when a complete change in wardrobe is required, per Article 1406 (c).
- (o) Access to a supply of potable drinking water shall be provided, per Article 1406 (e).
- (p) When craft service or catering is supplied to Performers, every effort shall be made to provide a clean environment, per Article 1406 (f).
- (q) Basic sanitary conditions — e.g., using same hair or makeup brush for multiple Performers without sanitizing these brushes between uses shall be adhered to, per Article 1407.
- (r) Every precaution shall be taken to provide performers with protection from adverse environmental conditions on set, per Article 1508.
- (s) Minors shall be provided with appropriate rest breaks, per Article 1603.
- (t) When the Engager is required to provide transportation, reasonable efforts shall be made to ensure that Minors leave the set within 30 minutes of the end of the working day, per Article 1606 (h).

Any breach of these provisions shall be addressed immediately between ACTRA and the Engager. The provisions of Section 34 – Grievance and Complaints shall apply in all respects. Furthermore, such breaches shall be discussed at quarterly meetings, but in no event shall such discussions undermine the grievance process.

**SIDE LETTER NO. 1**

**LETTER OF UNDERSTANDING: Classification of Ireland**

Letter of Understanding

between

the Alliance of Canadian Cinema, Television and Radio  
Artists (hereinafter “ACTRA”)

and

the Institute of Communication Agencies and the  
Association of Canadian Advertisers  
(hereinafter “ICA”/“ACA”)

Articles 2405 and 2406 of the National Commercial Agreement outline the terms and conditions for performers engaged in commercials produced in Canada for use in countries outside of Canada and the United States. To clarify the application of these articles for use of commercials in Ireland, ACTRA and ICA/ACA agree to the following interpretation solely and specifically for Ireland:

1. For a commercial used in Ireland (North and/or South) when used in conjunction with a region(s) contained within the United Kingdom (England, Scotland, Wales), Performers shall be paid use fees based upon four (4) session payments.
2. For a commercial used in Ireland only (North and/or South), Performers shall be paid use fees based upon two (2) session payments.
3. For a commercial used in Ireland in conjunction with other geographic regions of use (excluding the U.K.), Performers shall be paid use fees based upon two (2) session payments for Ireland, in addition to the appropriate use payments outlined in Article 2406 for the geographic region of use (i.e. use in Ireland and Japan would attract three (3) session payments).

Dated at Toronto, this 6th day of January, 2005

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On behalf of the Association of Canadian Advertisers (ACA)

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On behalf of the Institute of Communication Agencies

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On behalf of the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA)

**SIDE LETTER NO. 2**

**LETTER OF UNDERSTANDING: Interpretation Issues**

Letter of Understanding

between

the Alliance of Canadian Cinema, Television and Radio  
Artists (hereinafter “ACTRA”)

and

the Institute of Communication Agencies and the  
Association of Canadian Advertisers  
(hereinafter “ICA” / “ACA”)

ACTRA and ICA/ACA representatives agree to meet quarterly to facilitate discussion and evaluate interpretation matters affecting the National Agreement and Addendum #1, Local and Regional.

Dated at Toronto, this 6th day of January, 2005

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On behalf of the Association of Canadian Advertisers (ACA)

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On behalf of the Institute of Communication Agencies (ICA)

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On behalf of the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA)

**SIDE LETTER NO. 3**

**LETTER OF UNDERSTANDING: Joint Study on Late Payments**

Letter of Understanding

between

the Alliance of Canadian Cinema, Television and Radio  
Artists (hereinafter “ACTRA”)

and

the Institute of Communication Agencies and the  
Association of Canadian Advertisers  
(hereinafter “ICA” / “ACA”)

This Letter of Understanding will confirm the commitment of ACTRA and ICA/ACA to undertake a joint study during the term of the Agreement, to investigate the issues surrounding the issues in late remittances for talent payments due under Section 26.

The joint study will provide recommendations to the Parties to the Agreement for the re- negotiation of the National Commercial Agreement.

Dated at Toronto, this 6th day of January 2005

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On behalf of the Association of Canadian Advertisers (ACA)

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On behalf of the Institute of Communication Agencies (ICA)

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On behalf of the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA)

**SIDE LETTER NO. 4**

**LETTER OF UNDERSTANDING: Monitoring and Measuring of the Impact of Digital Media 8 Hour Day; Live Events, Person on the Street and Hidden Camera Commercials; and Article 706 (c)**

Letter of Understanding

between

the Alliance of Canadian Cinema, Television and Radio  
Artists (hereinafter “ACTRA”)

and

the Institute of Communication Agencies and the  
Association of Canadian Advertisers  
(hereinafter “ICA” / “ACA”)

During the round of 2014 negotiations of the NCA, the Parties recognized that their mature bargaining relationship provides an opportunity to engage in the active monitoring of new initiatives achieved mutually in bargaining. As such, the Parties have agreed to ongoing quarterly consultation with respect to three new initiatives: the 8 hour day in Digital Media; Waivers relating to Live Events, Person on the Street and Hidden Camera commercials; and Article 706 (c). Specifically, the Parties agreed to:

1. Joint information (to be determined by the Parties) Examples (such as, but not limited to)
  - Name(s) of commercial(s)
  - Electronic or physical copy of the commercial(s)
  - Budget range (small, medium or large)
  - Type of waiver, i.e., Person on the Street, Hidden Camera, Live Event, Testimonial, other
  - Use – broadcast, Digital Media, or both
  - Number of Digital Media commercials with short-life use; 6 months’ use; 12 months’ use; and number of Digital Media commercials re-contracted
  - Location of shoot
  - Number of ‘people’ in the commercial

- Number and names of ACTRA members in the commercial
  - Earnings by ACTRA members broken out by use (broadcast or Digital Media)
  - Number of versions created;
2. Meet quarterly to share and discuss the above;
  3. Continue to track Digital Media commercials
  4. Upon mutual agreement, to engage in discussions regarding mid-contract amendments to the NCA;
  5. Upon mutual agreement, to amend and implement changes to the NCA.

Dated at Toronto, this 25th day of August, 2014

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On behalf of the Association of Canadian Advertisers (ACA)

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On behalf of the Institute of Communication Agencies (ICA)

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On behalf of the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA)

**SIDE LETTER NO. 5**

**LETTER OF UNDERSTANDING: Simplified Layout of the NCA**

Letter of Understanding

between

the Alliance of Canadian Cinema, Television and Radio  
Artists (hereinafter “ACTRA”)

and

the Institute of Communication Agencies and the  
Association of Canadian Advertisers  
(hereinafter “ICA” / “ACA”)

The primary objection to the NCA book in its present form is the difficulty in navigating it. The Agreement has grown organically, and as a result, there are no clear delineations in the layout between general provisions applicable to all production, and provisions specific to television and radio. The goal of this exercise is to simplify the layout so that anyone involved in the production of a commercial can easily understand the provisions governing the particular medium for which the commercial is designed. A secondary goal is to aid in the organizing of non-union production by illustrating that the Agreement is in fact easy to use.

The Agreement would be laid out in the same general way as the IPA – it would be divided into parts, each part identified by a letter. In the paper copy of the Agreement, each part would be prefaced by a tab. Within each Part would be Sections, each section identified by a number. Individual Articles would be lettered and numbered according to the Part and Section.

While a certain amount of repetition will be unavoidable, it can be mitigated by referring the user back to specific Sections/Articles in Part A. The tab that identifies each Part can be printed with a mini table of contents, to be used as a roadmap to that particular section. The references to Part A provisions can be contained therein.

The Engagers List would reside on the website and not be included in the paper copy of the Agreement.

It is understood and agreed that this exercise will not result in any interpretive changes to the NCA.

Dated at Toronto, this 05th day of August, 2017

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On behalf of the Association of Canadian Advertisers (ACA)

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On behalf of the Institute of Communication Agencies (ICA)

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On behalf of the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA)

**SIDE LETTER NO. 6**

**LETTER OF UNDERSTANDING:**

**Section 18 Compensation for Use and ReUse Residual Study**

Letter of Understanding

between

the Alliance of Canadian Cinema, Television and Radio  
Artists (hereinafter “ACTRA”)

and

the Institute of Communication Agencies and the  
Association of Canadian Advertisers  
(hereinafter “ICA” / “ACA”)

Upon ratification of Terms of Settlement, the Parties agree to establish a joint ACTRA ICA/ ICA working group that will meet within one month of such date to seek, in a good

faith effort, to research and devise a simplified residual structure. The goal will be to establish an acceptable streamlined residual model based upon a “do no harm” principle. The working group will meet at least monthly over the course of 12 months, at the conclusion of which period the Parties agree to either implement the new model, or in the absence of agreement, continue with the current residual tables in the NCA.

Each Party will be responsible for its own expenses. In the case where expenses are incurred by mutual agreement of the Parties, e.g., the joint commission of a study or report, the expenses will be shared on a 50/50 basis as between ACTRA and ACA/ICA.

Dated at Toronto, this 05th day of August, 2017

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On behalf of the Association of Canadian Advertisers (ACA)

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On behalf of the Institute of Communication Agencies (ICA)

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On behalf of the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA)

**SIDE LETTER NO. 7**

**ACTRA Online Opportunity Pilot Project**

Letter of Understanding

between

the Alliance of Canadian Cinema, Television and Radio  
Artists (hereinafter “ACTRA”)

and

the Institute of Communication Agencies and the  
Association of Canadian Advertisers  
(hereinafter “ICA” / “ACA”)

**Digital Media Only – New side letter that will expire upon expiration of NCA unless renewed.**

**Objective:**

To increase work opportunities for ACTRA Performers in low budget, digital media commercials.

To enable signatory Engagers to be in a position to compete effectively for low budget, digital media productions.

**Term:**

The Parties recognize and agree that the ACTRAonline Opportunity Pilot Project is a Side Letter that forms part of the NCA. The Pilot Project will expire at the end of the term of the NCA.

**Qualifications and Conditions:**

For smaller productions in respect of which the Engager and the Advertiser have executed and delivered to ACTRA a declaration (in the form attached hereto) certifying that the production budget is \$75,000 or less, the Engager may access the ACTRAonline Pilot Project Opportunity. The production budget presented shall consist of production, post-production, talent and audio (inclusive of music) costs.

This Open Casting Opportunity will involve the following:

- will apply to Digital Media productions only;
- This pilot project does not include distribution on SVOD

- the Engager will post, either through agents, or through ACTRA online once it is operational, opportunities to Performers;
- the posting shall include the nature of the commercial, time and date of the shoot, requirements for the job and the length of time that the Performer is expected to work [this shall constitute the intent to produce];

The minimum rates per commercial, inclusive of both session and use fees (but exclusive of I&R and taxes) for 365 consecutive days Digital Media Use in accordance with 1902 (b) are:

PP- \$1000	1 Year Use
SOC – \$1000	1 Year Use
Voice Over – \$700	1 Year Use
Demonstrator – \$350	1 Year Use
Group Singer – \$300	1 Year Use
Background – \$288	
Group Background – \$143	

- In the event that an additional session day is needed for the same commercial under this pilot project, no additional use fees are payable, however, the Performer will be paid the lesser of the day session fee under the NCA or the all in fee for the Performer set out above.
- Except where the provisions of this pilot project provide otherwise, the provisions of the NCA shall apply.
- A second year of use can be secured with the payment of a step up to NCA Digital Use fees for residual Performers WITH THE WRITTEN PERMISSION OF THE PERFORMER.
- Additional session days for VO under 1902(b) for work under this pilot project will be compensated in accordance with the rates above.
- No stunt performances permitted;
- The pilot project is LIMITED TO CANADIAN RESIDENT PERFORMERS available to Performers who are Canadian residents or citizens;
- Versions in accordance with 1902(b) will be permitted;

- There will be no traditional casting, however, Performers may upload an audition (via ACTRA online once available);
- The posting will be open to both ACTRA and non-ACTRA members, however, preference of engagement will be given to ACTRA members;
- In the event that a Non-ACTRA member is selected under the pilot project a work permit will be issued ACTRA undertakes to ensure that permit fees are reasonable but in no case will such fees exceed \$100
- Payment for the project will be made within 15 business days;
- There shall be no contract service fees;
- Product conflicts do not apply;
- Engagers shall not request Performers to disclose any commercials in which they have been previously engaged;
- There will be no move over to television unless thereafter applicable TV rates, conditions and upgrades are applied AND WRITTEN PERMISSION OF THE PERFORMER IS RECEIVED;
- The parties agree that the project will be an appropriate topic for discussion at their quarterly meetings
- The Engager who is making the production must be a direct signatory to the NCA. To be clear, in accordance with Article 401, this pilot project is only available to Engagers in respect of Digital Media commercials created by the Engager.

**SIDE LETTER NO. 8**

**LETTER OF UNDERSTANDING: Health and Safety on Set**

Letter of Understanding

between

the Alliance of Canadian Cinema, Television and Radio  
Artists (hereinafter “ACTRA”)

and

the Institute of Communication Agencies and the  
Association of Canadian Advertisers  
(hereinafter “ICA” / “ACA”)

The Parties agree that health and safety of cast and crew is a primary concern when Risk Performance and/or Stunts are to be performed in a commercial. In the 2017 negotiations, ACTRA and ICA/ACA discussed a number of proposals relating to Stunt and Risk Performance under Section 17, and particularly an issue with respect to Stunt Coordinators performing as Stunt Performers on the same day, which issue the Parties agree needs further consultation and study. In order to promote better understanding of the Parties with respect to health and safety issues, the Parties commit to discussion, education and review of Risk and Stunt Performance issues at NCA Quarterly Interpretation meetings during the life of this Agreement.

**BULLETIN NO. 1**  
**Streaming of Commercials on the Internet**

April 5, 2007



**Streaming of Commercials on the Internet**  
**Article 1820, Internet and, Article 1822, New Technologies**

ACTRA and ICA/ ACA have agreed to the following interpretation with respect to broadcast commercials streaming on the Internet; no additional Internet payment will be due, provided:

- The “real-time streaming” of the commercial on the Internet occurs concurrently with the television commercial broadcast.
- The “real-time streaming” is “geo-fenced” (i.e. as defined by a virtual boundary on a geographic region) and is restricted to the area of use for which broadcast residual payments have been made

The streaming of broadcast commercials on the Internet outside of the above-mentioned agreed limitations shall attract Internet residuals payments, in accordance with Article 1820.

Should you have any questions on this Bulletin, do not hesitate to contact your local ACTRA office or, Winnie Alford, Advisor of Talent Issues, ICA/ACA.

Please distribute this Bulletin to all production personnel.



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**Alliance of Canadian Cinema, Television and Radio Artists**

**ACTRA National Office**

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Affiliated with the Canadian Labour Congress (CLC)  
and the International Federation of Actors (FIA)

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## BULLETIN NO. 2

### Streaming of Commercials on the Internet — Clarification



***May 3, 2007: CLARIFICATION TO BULLETIN ISSUED APRIL 5, 2007***

ACTRA – ICA/ACA Bulletin  
National Commercial Agreement 2004-07

Streaming of Commercials on the Internet  
Article 1820, Internet and,  
Article 1822, New Technologies

ACTRA and ICA/ACA have agreed to the following interpretation with respect to broadcast commercials streaming on the Internet; no additional Internet payment will be due, provided:

- The “real-time streaming” of the commercial on the Internet occurs concurrently with the television commercial broadcast.

*To clarify, “real-time streaming” is the simultaneous broadcasting of a program on both television and on the Internet.*

***Example #1:** A program (e.g. “Hockey Night In Canada”) is broadcasted on the CBC television network across CANADA and simultaneously, the program, including commercials, is streamed in real-time on [cbc.ca](http://cbc.ca) - this is “real-time streaming”.*

- The “real-time streaming” is “geo-fenced” (i.e. as defined by a virtual boundary on a geographic region) and is restricted to the area of use for which broadcast residual payments have been made

*In Example #1 listed above, the Engager is responsible for ensuring that “real-time streaming” content on the broadcaster’s website (e.g. [cbc.ca](http://cbc.ca)) is geo-fenced (restricted) to CANADA only.*

The streaming of broadcast commercials on the Internet outside of the above-mentioned agreed limitations shall attract Internet residuals payments, in accordance with Article 1820.

***Example #2:** A program (e.g. “Breakfast Television”) is broadcasted on a single station (e.g. City TV in TORONTO) and simultaneously, the program, including commercials, is streamed in real-time on the station’s website (e.g. [citytv.com](http://citytv.com)). As the “real-time streaming” cannot be geo-fenced to TORONTO only, additional fees for Internet use would apply in accordance with Article 1820.*

Should you have any questions on this Bulletin, do not hesitate to contact your local ACTRA office or, Winnie Alford, Advisor of Talent Issues, ICA/ACA.

Please distribute this Bulletin to all production personnel.



Alliance of Canadian Cinema, Television and Radio Artists

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## BULLETIN NO. 3 Internet and Dormancy



November 1, 2007

ACTRA - ICA/ACA  
Agreed Interpretation  
National Commercial Agreement, Extension 2007-08

Article 1820 Internet  
Article 1813 Dormancy

ACTRA and ICA / ACA have agreed that Dormancy Fees shall not apply to commercials used on the Internet (i.e. Commercials Produced for Internet Use, Article 1820 a, and, Broadcast Commercials Used on the Internet, Article 1820 b). Instead:

- Following three hundred and sixty-five (365) days use on the Internet, the commercial shall be deemed unusable and shall be called a "dead" commercial.
- Prior to any subsequent three hundred and sixty-five (365) day use, a Performer in a residual category must be re-contracted, and paid not less than the Performer's contracted session fee.
- Further, in accordance with Article 1813, Dormancy; the allowance to re-use a commercial within twenty-six (26) weeks plus one (1) business day, shall not apply to commercials on the Internet.
- There are no Product Conflicts / Exclusivity, for Internet use.

Should you have any questions, do not hesitate to contact your local ACTRA office or, Winnie Alford, Advisor of Talent Issues, ICA / ACA.



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## BULLETIN NO. 4 Commercials on Advertiser's Website



April 27, 2010

*ACTRA – ICA/ACA Bulletin*  
**National Commercial Agreement (NCA) 2008 – 11**  
**Article 1820 b (i) and, Local & Regional Addendum #1: Article 803 b (i)**  
**Broadcast Commercials Used in New Media (Move-Over)**

ACTRA and its industry partners, the Association of Canadian Advertisers and the Institute of Communication Agencies have agreed upon the following clarifications with respect to the above-quoted Articles of the 2008-11 NCA.

**The current language:**

***Broadcast Commercials Used in New Media (Move-over):** The advertiser involved in the production of a commercial produced for broadcast on television or radio may use that commercial on a single page of only one of the advertiser's websites that it controls at no additional cost, strictly for and identified by means of a super, "reference only – do not download". The maximum resolution and display of such commercial shall not exceed 320 by 240 pixels.*

**Clarifications:**

- In addition to the language above, ACTRA and ICA/ACA have further clarified and agreed that an advertiser's commercial cannot be displayed on the homepage of the advertiser's website.
- As well, the required super, "reference only – do not download" must overlay the visuals of the commercial and must remain visible for the duration of the commercial.

Should you have any questions on this Bulletin, do not hesitate to contact your local ACTRA office or, Winnie Alford, Advisor of Talent Issues, ICA/ACA.

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**BULLETIN NO. 5**  
**Travel Time**



July 4, 2013

**ACTRA - ICA/ACA Joint Interpretation Bulletin**  
**National Commercial Agreement (NCA) 2011 – 14**  
**Travel Time: Articles 1301 + 1303; Local and Regional Addendum, Article 705**

ACTRA and the Institute of Communication Agencies (ICA) and the Association of Canadian Advertisers (ACA) have agreed upon the following guidelines with respect to computing compensation for Travel Time.

Further to the NCA, Articles 1301 + 1303 and, the Local and Regional Addendum, Article 705, when a Performer is required to travel outside a 40 km radius of the city center, such travel time shall be compensated at the Performer's hourly rate, taking into account the following circumstances:

- The time the Performer leaves his/her place of residence (note: Commercial Engagement Contract, "Travel time: From Home To Location" or pre-arranged point of pick-up within the radius).
- The Canadian Air Transport Security Authority (CATSA) requirement for passengers to arrive at least one hour prior to departure.
- De-planing.
- Arrival at the designated destination (e.g. hotel or set / location).

For the complete Travel Time provisions, please refer to the NCA, Section 13.

Should you have any questions, do not hesitate to contact your local ACTRA office or, Winnie Alford, Advisor of Talent Issues, ICA/ACA, [winnie@secondunit.net](mailto:winnie@secondunit.net).

Please distribute this bulletin to all production personnel.



**BULLETIN NO. 6**  
**Commercials Produced in Canada for United States Use Only**



September 19, 2014

ACTRA – ICA/ACA

National Commercial Agreement (NCA) 2014 -17

Article 2404 Commercials for U.S. Use Only

Agreed Understanding re SAG-AFTRA Holding Fees

ACTRA and the Institute of Communication Agencies (ICA) and the Association of Canadian Advertisers (ACA) have agreed upon the following interpretation with respect to the integration of SAG-AFTRA Holding Fees to the National Commercial Agreement, Article 2404, Commercials produced for U.S. Use Only.

There will be a “transition period” to extend the NCA, Article 1813, Dormancy provisions, (previously applied to Article 2404) based upon the following understanding:

- For commercials produced prior to August 25, 2014, NCA Dormancy provisions will apply up until Friday October 31, 2014. Effective November 1, 2014, SAG-AFTRA Holding Fees will apply
- For commercials produced as of August 25, 2014, SAG-AFTRA Holding Fees apply.

Should you have any questions, do not hesitate to contact your local ACTRA office or, Winnie Alford, Advisor of Talent Issues, ICA/ACA.

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**BULLETIN NO. 7**  
**Clarification Commercials Produced in Canada for United States Use Only**



ACTRA – ICA/ACA Bulletin

National Commercial Agreement 2014-2017

Article 2404 Commercials Produced for U.S. Use Only

Further to the joint bulletin issued on September 19, 2014 and during the recent “transition period”, the Parties conducted an analysis on the impact of the integration of SAG-AFTRA Holding Fees to the National Commercial Agreement (NCA), Article 2404 Commercials Produced For U.S. Use Only.

As a consequence of the findings, the Parties have agreed to the following, effective October 23, 2014:

- withdraw the SAG-AFTRA Holding Fees provision. Instead, ACTRA Dormancy Fees will remain in effect, in accordance with Article 1813;
- ACTRA Maximum Period of Use and Reuse of Commercials, Article 1814 remains in effect;
- withdraw the New Media Move-Over Prepayment Option. Instead, SAG-AFTRA Move-Over Internet and Move-Over New Media provisions will apply.

Should you have any questions regarding this Bulletin, do not hesitate to contact your local ACTRA office, or contact Winnie Alford, Advisor of Talent Issues, ICA/ACA.

Please distribute this Bulletin to all production personnel





**BULLETIN No.8**  
**Electronic Re-Contracting for New Media Use**

August 21, 2015

**ACTRA – ICA / ACA Joint Interpretation Bulletin**  
**National Commercial Agreement (NCA) 2014-2017**  
**Re-Contracting for use: Article 1820a) and Article 1820b)**

For purposes of Article 1820 (a), Commercial Produced for New Media and 1820(b), Broadcast Commercials used in New Media:

ACTRA and ICA/ACA agree that for subsequent uses of commercials produced for New Media, and Broadcast commercials used in New Media, Performers may be re-contracted by means other than the use of the Commercial Engagement Contract (Appendix G), specifically re-contracting may occur electronically, including via email, between the Engager and the Performer or their Agent. Such electronic re-contracting shall continue to require that the Performer and/or the Performer's Agent reply in writing or via email, agreeing to the terms and conditions of such re-contracting. All other terms and conditions of the National Commercial Agreement apply.

Should you have any questions, do not hesitate to contact your local ACTRA office or, Winnie Alford, Advisor of Talent Issues, ICA/ACA, [winnie@secondunit.net](mailto:winnie@secondunit.net)

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