

2022 NCA NEW – PROPOSED EDITS

Section 1

File Name: Section 1_New NCA_2023-06-07_Tracked Changes_v5.docx

Last Revised Date: 2023-07-07 9:33 AM

LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
Red	→ Housekeeping
Green	→ Relocation in New NCA

Section 1 – APPLICATION AND RECOGNITION

101 **Parties to Agreement** The parties to this National Commercial Agreement (“NCA”) are the Alliance of Canadian Cinema, Television and Radio Artists (“ACTRA, the Institute of Canadian Agencies (ICA), and the Association of Canadian Advertisers (“ACA”).

An Engager (as defined in Section 404) who signs a Letter of Adherence Agreement shall also become party and irrevocably bound to the NCA.

102 **Recognition** The Parties and all Engagers recognize ACTRA as a trade union, as determined by the Ontario Labour Relations Board, and as the exclusive collective bargaining agent for all Performers (as defined in Section 407) engaged by an Engager in respect of terms and conditions provided for in the NCA.

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

103 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.

104 **Application of Agreement** The terms and conditions of the NCA shall apply to all Performers engaged by an Engager for Commercials produced in Canada save and except for:

- (a) Commercials produced under the jurisdiction of the Union des Artistes (“UdA”) and the Canadian Federation of Musicians (“CFM”);
- (b) Commercials produced in a foreign location for use in Canada that engage Performers who are permanent residents of Canada, except as set out in Article 2401; and
- (c) Commercials engaging a staff announcer that are broadcast only on the station employing that announcer.

105 **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 totaling **\$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.

106 **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 104. 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

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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 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.

- 107 **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 ICA/ACA and one copy shall be filed with the National Executive Director of ACTRA, or designate. Copies of written decisions respecting the application shall be filed with the ICA/ACA and the National Executive Director of ACTRA.
- 108 **Engager Liable** In the event that an 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.

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Section 2

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Section 2 – PERFORMANCE CATEGORY DEFINITIONS:

- 201 **Background Performers (BP)** – (Non-Residual Category) Background Performers means a Performer
- (i) not otherwise classified as a Silent-on-Camera 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 is engaged as a Stand-by, Stand-in or Understudy for another Performer except as modified within the definitions.
- 202 **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. Cartoonists shall be contracted and paid as Principal Performers.
- 203 **Choreographer** means a Performer who creates dance routines, specialized dance steps and/or movements. The fee shall be negotiated between the Choreographer and the Engager.
- 204 **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 shall be classified as Background Performers.
- A Group Dancer who provides any performance additional to that of dancing shall be contracted and paid at the applicable performance category.
- 205 **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.
- 206 **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 **and given the same call and wrap times.**
- 207 **Multiple Voice (MV)** is applicable to Performers engaged in Commercials for Audio Use only, including:

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- (a) a Singer engaged to sing in a group of two (2) or more;
- (b) a Performer engaged to voice a role when three (3) or more Performers are engaged in a Commercial.

208 **Principal Performer (PP)** includes a performer, announcer, Solo Singer or Solo Dancer whose face (excluding a Demonstrator) 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 or anyone performing in a Specialty Act shall be classified as a Principal Performer.

209 **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. If the Puppeteer provides voicing, they shall be contracted and paid Principal Performer Session and Residual fees. If the Puppeteer does not provide voicing, they shall be contracted and paid Silent-On-Camera Session and Residual fees.

210 **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).

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.

211 **Singers: Solo Singers (SS) and Group Singers (GS)**

- (a) A Solo Singer is a performer who sings alone.
- (b) A Group Singer is classified as (2) two or more Singers.

212 **Single Voice (SV)** is applicable to Performers engaged in Commercials for Audio Use only, including:

- (a) an Announcer who delivers narration, continuity material or a Commercial message;
- (b) a Solo Singer;
- (c) a Performer engaged to voice a role when one (1) or two (2) Performers are in a Commercial.

213 **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

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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.

214 **Standby (SB) 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, they shall be upgraded in category as follows:

If a performance is not recorded or preserved, the Standby's category shall 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, they shall be paid a Standby Background fee per commercial.

215 **Stand-In (SI)/Body-Double (BD) 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.

216 **Stunt Coordinator (ST/C) (Non-Residual Category)** The Stunt Coordinator, who is knowledgeable in the engineering of stunt work, shall be engaged to be responsible for the supervision of Stunt Performers, coordination of stunts and/or action sequences and coordination of Performer action. The Stunt Coordinator cannot perform as a Stunt Performer on the same set.

217 **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.

218 **Understudy (US) 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. An Understudy Performer shall be paid the fee equivalent to a Background Performer. Once an Understudy is required to substitute for or replace such other Performer, they shall be upgraded in category as follows:

If the performance is not recorded or preserved, the Understudy shall be upgraded to the applicable performance category however residual payments shall not apply.

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

When an Understudy is not required to participate as a Performer, they shall be paid a fee equivalent to a Background Performer per commercial.

219 **Voice-Over (VO)** refers to a Performer engaged to provide an off-camera voice including, but not limited to, sneezing, sobbing or laughing. Voice-Over Performers engaged for commercials produced outside ACTRA's jurisdiction will be categorized and paid session and residual fees as a Principal Performer.

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- 220 **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.

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Section 2 PERFORMANCE CATEGORY DEFINITIONS (AUDIO)

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Section 4

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Section 4 – DEFINITION OF TERMS

- 401 **Body Costume** means a large bulky costume, e.g., Mickey Mouse, Fred Flintstone, robotic head, etc. (Demonstrator).
- 402 **Booking** means notification by the Engager and acceptance by the Performer, either directly or through an Agent, of the date of an engagement, performance category, and rate. The Engager shall ascertain prior to booking that the Performer is a member in good standing and/or on an approved ACTRA work permit.
- 403 **Commercial** is an advertising message that depicts or mentions an advertiser's name, product or service. 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.
- 404 **Engager** refers to any person, advertising agency, advertiser, company, corporation or organization (other than a client or advertiser that engages an adhered advertising agency) that contracts or pays, or both contracts and pays, Performers with respect to their engagement in a Commercial produced by the Engager.
- 405 **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.
- 406 **OMNI** means recorded, unrecognizable, atmospheric sounds or words to be used to create crowd noises or non-scripted lines.
- 407 **Performer** includes anyone who is seen in whole or in part (including use of photographs) or whose voice is heard, or anyone whose off-camera actions result in an on-camera performance, such as a Puppeteer or Cartoonist.
- 408 **Residual/Use Fee** is a payment made to a residual category Performer when a Commercial is broadcast in any form, including but not limited to, Broadcast Television, Audio or Digital Media.
- 409 **Super** means lettering, graphics or line illustrations of any kind superimposed over a Commercial.
- 410 **Tags** are allowable inserts of approximately: five (5) seconds in total length in a fifteen (15)–second Commercial; ten (10) seconds in total length in a thirty (30)–second Commercial, twelve and one-half (12½) seconds in total length in a forty-five (45)–second Commercial, or fifteen (15) seconds in total length in a sixty (60)–second Commercial, that may be placed at any point in the Commercial for the purpose of adapting it to different information.

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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.
- 504 Upgrading/Downgrading/Editing Out**
- (a) **Upgrading** A Performer may be upgraded from the category originally contracted to a higher performance category upon completion of recording a commercial. An adjustment in session payment and Residual fees, if applicable, shall 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 shall be emailed to the local ACTRA branch where the production took place.
 - (b) **Downgrading** Upon completion of editing, a Performer may be downgraded to a non-residual performance category. For clarity, downgrading a Principal Performer to a Silent-On-Camera Performer is not permitted. The Performer must be informed immediately and released from exclusivity. Written confirmation shall follow within ten (10) business days of the notification. Where a Performer is downgraded, they 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 written notification by the seventh week of the cycle, the Performer shall be paid fifty percent (50%) of the next cycle. A copy of the notice sent to the Performer shall be emailed to the local ACTRA branch where the production took place.
 - (c) **Editing Out** A Performer who is edited out following completion of the recording 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) business days of final completion. A Performer who has not received timely written notification, shall be paid their contracted fee for the first cycle of use. A Performer who has not been notified by the seventh week of the first cycle, shall be paid fifty percent (50%) of the next cycle. A copy of the notice sent to the Performer shall be emailed to the local ACTRA branch where the production took place.

PRIVATE AND CONFIDENTIAL

Subject to errors and omissions

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505 Equal Opportunity Policy

- (a) In connection with the engagement and treatment of Performers in all performance categories in commercials, Engagers shall not discriminate against any Performer on the basis of age, sex, race, creed, colour, national origin, ancestry, citizenship, sexual identity, gender expression, ethnic origin, place of origin, marital status, family status or disability, as prohibited by law.
- (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 and ACTRA shall make every effort to facilitate engagements in accordance with this policy. Commercials should reflect the wide spectrum of Canadian life.
- (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 living with Disabilities** In respect of any available roles that require a Performer to portray a person living with a disability, the Engager or their representative will liaise with ACTRA prior to casting these roles. The Engager will take appropriate steps to ensure Performers with disabilities are accommodated in accordance with and to the extent required by the provision of any legislation applicable to disability or accessibility and have a reasonable opportunity to audition for such roles.
- (i) The Engager shall use Casting, production facilities, transportation and lodging which are accessible for Performers living with disabilities.
 - (ii) In respect of any role that requires a Performer to portray a character living with a disability, the Engager agrees to include these facts in the casting breakdown, if known, so as to enhance the opportunity for Performers living with similar disabilities to audition for the role.
 - (iii) For any role for which a deaf or hard of hearing Performer is sought, the Engager shall provide a qualified Sign Language interpreter during the audition. For any role in which a deaf or hard of hearing Performer is cast, the Engager shall provide a qualified Sign Language interpreter throughout the engagement.

506 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.

508 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.

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- (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.

509 Freedom from Racial, Sexual and Personal Harassment ACTRA and each Engager will work cooperatively to **apply** 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 **Complaints** provision of this Agreement (Section 34).

510 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.

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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 preference of engagement.

602 Industry Committee An industry committee consists of equal representation from the Institute of Canadian 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. The Parties agree to meet at least semi-annually. Such committee is empowered to

- (a) receive and compile statistical information with respect to the industry;
- (b) The Parties commit to working together during the life of this Agreement and the NCA to dedicate resources to developing and implementing a plan for the promotion of ACTRA Performers and in growing the work that Agencies produce under the NCA;
- (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;
- (d) Explore better methods of data delivery of information related to Commercial production and Performer compensation.

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.

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Section 7 – PREFERENCE OF ENGAGEMENT

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

702 **Preference of Engagement to Canadian Citizen and Permanent 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 agrees that preference of engagement will be given to Canadian citizen and permanent 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 **Exclusions** The following persons shall be excluded from the terms and conditions of the NCA, except for the provisions related to 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 for a Principal Performer. This exclusion shall be used for one commercial only.

(c) **Truth in Advertising** 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.

(d) **Political Advertising** Candidates or public officials, including their spouse/partner/children and persons providing unscripted endorsements in a commercial promoting a candidate or political party shall be excluded from the terms of this agreement. This exclusion shall also apply to ACTRA members.

704 **Members of the Public Waiver** This waiver will not apply to those persons who are cast and/or who are scripted for the commercial. Any person(s) appearing (voice over or on screen) in the capacity of interviewer shall be an ACTRA member.

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 record undirected/unscripted scenes, including, but not limited to, live events,

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person on the street, or hidden camera commercials, the idea or outline for the commercial shall be provided to ACTRA. Provided that one of the criteria is met, the waiver for use of members of the public shall be considered 'automatic'. Only one (1) commercial (including Alternate Versions) shall be made from material recorded at an event where such a waiver applies.

705 **Engager's Casting Responsibilities** When engaging the services of a Casting Director, the Casting Director and their employees shall:

- (i) be ineligible to work on an ACTRA Performer contract;
- (ii) not own or operate a Talent Agency, act as a Talent Agent or require Performers to join a Talent Agency, receive any money from a Talent Agency or charge fees from Performers;
- (iii) not release Performer personal information to anyone other than the Engager;
- (iv) negotiate terms of engagement in good faith production by production without pressure to accept only minimum terms or reference to future productions.

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Section 8 – ENGAGING NON-MEMBER PERFORMERS

Preference of engagement shall be given to ACTRA Members. However, if after the audition process the Engager establishes that a non-ACTRA member is required, then an application shall be made for a work permit prior to the commencement of work by the Performer. The Engager will apply for the issuance of the work permit as outlined below:.

801 Work Permits for Canadian **Citizen and Permanent Resident Performers**

- (a) **Application (excluding Group Background Performers)** The application shall be on an Application for Work Permit form as supplied by ACTRA (Link to Work Permit Application & Schedule of Fees), and shall be completed in full by the Engager or Performer requesting the work permit. Applications will be submitted, per Commercial, and include a copy of the casting breakdown details and the Audition Sign-In sheets.
- (b) **Group Background Performers** The Engager shall pay the applicable work permit fees (Link to Schedule of Fees) to ACTRA for each non-ACTRA member Performer. A list of the names and addresses for all Performers shall be forwarded to the local ACTRA office where the production is taking place not later than ten (10) working days after the work session.
- (c) **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 who is not a Member of ACTRA.

ACTRA will, review the application and issue a work permit to qualify any Performer whose engagement is justified under this Agreement. Such work permit shall be issued in accordance with ACTRA's Constitution and By-Laws.

802 Work Permits for Non-Canadian Performers

- (a) The Engager must establish that one or more of the following circumstances apply when applying for a Work Permit for a non-Canadian Performer:
 - (i) a Performer of international reputation is appearing as themselves to endorse a product or service;
 - (ii) an Engager or advertiser is committed to a long-term contract with a personality, which provides for use of the individual in advertising.
 - (iii) no available Canadian Performer can be secured, and a thorough and conscientious search for the requisite combination of performance skill and appearance (e.g. particular physical attributes, special skills) has occurred.

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 sign-in sheets, along with a description of the type of

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Performer required and copies of the audition footage, will be forwarded to the local ACTRA branch where the production is taking place.

- (b) **Application** The Engager must provide detailed documentation regarding the application, including but not limited to evidence of the circumstances under which a permit is being sought, including a copy of the script/storyboard, picture, résumé of the Performer, evidence of the Performer’s international reputation and/or confirmation of the existence of a long-term contract (as described in 802(a)(ii)).
- (c) Within two (2) business days of receipt of a work permit application for a non-Canadian Performer, ACTRA will either issue the permit or advise the Engager in writing regarding the reason(s) for the refusal to issue a permit.
- (d) These provisions are subject to Canadian immigration laws and regulations and directives and regulations of the Canadian Radio-television and Telecommunications Commission.

803 **Work Permits for Testimonials** Non-members may be engaged to appear as themselves to endorse or give a testimonial about a product or service in Commercials.

804 **Work Permit Rates** (Link to Work Permit Schedule of Fees). ACTRA agrees to notify parties to this Agreement of changes in the rates for work permits. 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.

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SECTION 9 – PERFORMER AUDITIONS

- 901 **Preference in Auditions** The Engager agrees that preference will be given to ACTRA Members in auditioning Performers for Commercials. It is preferable that auditions for all roles shall be conducted in the location where the Commercial is to be produced 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 ACTRA is given prior notification respecting such special casting requirements.
- 903 **Auditions Are Not Demo Commercials** Performer auditions are not to be used to test material for client purposes. If a recorded audition is subsequently used as a demo Commercial, then the Performers shall be contracted and paid the applicable fee.
- 904 **Audition Environment** Unless the audition takes place outdoors or in remote locations, the Engager shall ensure that proper audition facilities are used. This shall include, but not be limited to, providing a closed audition space with proper lighting and adequate acoustic insulation to ensure the Performer's privacy and to provide visual aid if there is substantial dialogue.

905 **Auditions/Interviews/Voice and Screen Tests**

- (a) 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 they are 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.
- i) The Performer shall be given the option to audition in-person or by self-tape/virtually for first auditions only (if by self-tape or virtually see Article 904(b)).
 - ii) 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.
 - iii) Recorded auditions may be upgraded to final Commercials if applicable fees are paid and the Performers concerned give their written consent.
 - iv) The Engager will make best efforts to give the Performer twenty-four (24) hours' notice of audition. Except where the Engager warrants that confidentiality is an issue, Performers and/or Agents must be supplied with the script and/or storyboard at that time. If there is no script or storyboard and the Performer is expected to improvise, they must be so advised in writing at the time the audition is arranged.
 - v) The Engager will instruct casting directors to provide the Performer with notice that they will be required to eat and drink and/or inhale smoke or vapour as part of the audition. Where possible, casting will give notice of any action that might be considered a risk including, but not limited to, any action involving animals.

(b) **Virtual/Self-Taped Auditions/Interviews/Voice and Screen Tests**

- i) Except where otherwise provided herein, the terms and conditions of Section 9 shall apply to virtual and self-recorded auditions.
- ii) The Engager shall give the Performer forty-eight (48) hours of notice of first audition. Except where the Engager warrants that confidentiality is an issue, Performers and Agents must be supplied with the

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script(s) and/or story board(s) at that time. If there is no script(s) or storyboard(s) and the Performer is expected to improvise, they must be advised in writing at the time the audition is arranged.

- iii) Performers shall not be required to purchase any items for their audition.
- iv) The purpose and intention of an audition is to give the Performer the opportunity to demonstrate their individual talents, therefore the virtual/self-taped audition should not be evaluated based on the performer's equipment set up (e.g. lighting, camera), backdrop nor technical abilities/quality.

906 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 must be informed prior to the audition. Each Performer participating in such non-scripted audition, interview or callback shall be paid per audition, interview or callback as an improv fee(see rate chart).
- (b) **Improv Fee for Dancers** Any Dancer who takes part in an audition, interview or callback for a Commercial in which choreography is not provided shall be informed prior to the audition and paid an improv fee. 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.

907 Detained in the Initial Audition Fee A Performer who is detained by the Engager in excess of one (1) hour on an audition/interview shall be compensated at the detained in the initial Audition Fee per hour or part thereof (see rate chart).

The call for an audition/interview must be for a definite time provided by the Engager. If the audition is on time and the Performer is more than ten (10) minutes late, they shall not be entitled to any compensation. If the Performer is late, but their time slot has yet to be called to audition, then they shall be entitled to compensation, with the one (1)–hour audition window beginning at the Performer's sign-in time.

908 Fee for Taking Part in Another Performer's Audition Any Performer engaged for the purpose of taking part in another Performer's audition or individual voice or on-camera test shall be contracted and paid at the Taking Part in Audition hourly fee(see rate chart), with a guarantee of four (4) hours of work time.

909 Callback Audition Fee

- (a) Performers may be called back for a second and subsequent audition, in which case each Performer shall receive a \$75.00 **Callback Fee**. A Performer who is detained by the Engager for more than one (1) hour at a callback shall be compensated for all excess time over the hour at an additional fee of \$50 per hour or part thereof.
- (b) 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 fifteen (15) business **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.

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- 910 **Audition/Callback Sign-in Time Sheet** Representatives of the Engager conducting the auditions are obligated to ensure that Audition/Callback Sign-in Time Sheets are present at the audition (Link to Sign-In Timesheet). Audition/Callback Sign-in Time Sheets shall be provided by the Engager for Performers to log their scheduled audition call time and the end time at their audition. The completed Audition Sign-In Time Sheets shall be received by both the local ACTRA office and the Engager within two (2) days following the audition.
- 911 **Special Wardrobe in Audition** A Performer who is required to provide special wardrobe at an audition shall receive a Special Wardrobe in Audition Fee (see rate chart). This fee shall be indicated on the Audition Sign-In Time Sheet.
- 912 **Group 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 **Dancers' Safety Issues** Engagers will provide a safe surface and conditions, in accordance with industry standards, for any performances that require dancing.
- 914 **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. The Engager shall be obligated to remit payment within fifteen (15) business days of the work date.

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Section 10 – INTENT TO PRODUCE

1001 Intent to Produce

- (a) The Engager shall submit the Intent to Produce form (Link to Intent to Produce Form) to the local ACTRA office where the production is taking place at least 2 business days prior to the initial Work Day.
- (b) Whenever call sheets are prepared and released by an Engager, a copy of the completed call sheet shall be provided to the Performer and emailed to the local ACTRA office where the production is taking place, prior to the initial Work Day.

1002 Performer's Call Notice of a Performer's engagement shall be confirmed in writing by the Engager to the Performer or the Performer's agent, and mutually understood, forty-eight (48) hours prior to the Work Day, where possible. Terms of engagement shall include, but are not limited to:

- membership/permit status/union affiliation
- performance category and fee
- location
- wardrobe, if applicable
- makeup, if applicable
- advertising agency and advertiser
- talent agent
- production house
- commercial type and use details (e.g. National, Demo, Seasonal, PSA, Short-Life, etc.)
- conflict category
- number of commercials
- time of call
- number of production days
- provision of script

1003 Performer Contract Each Performer shall be provided with an individual contract for the Commercial(s) in which they are engaged (Insert Performer Contract Link here). The contract shall be supplied to the Engager by ACTRA. A completed and signed contract shall be provided to each Performer or their agent before work commences on any production. The contract shall clearly identify each Commercial for which the Performer is engaged, either by title or number. At the end of the contracted session day(s), the Engager shall send all completed engagement contracts to the local ACTRA office where the production took place.

No session may commence until Performers have been satisfied and agree to the details of the engagement and have received a completed contract.

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

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 Access to Set/Location An ACTRA representative shall have access to the set/location where Performers are working, provided permission of the Engager is secured.

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1005 Provision of Transport/Escort Between 22h00 and 6h00 When a Performer commences or completes an Audition or Work Session between the hours of 22h00 and 6h00, the Engager shall provide transportation to/from the Performer’s home or to/from their place of accommodation, or, with the Performer’s consent, an escort until the Performer has boarded the nearest public transit that will transport the Performer to/from their home or to/from their place of accommodation.

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SECTION 11 – PUBLIC SERVICE ANNOUNCEMENTS (PSAs)

1101 Public Service Announcements (PSAs) A message by a non-profit organization to raise awareness about an issue of public interest.

- (a) Prior to the production of Commercials that may be categorized as “public service” or “charitable” in nature, the Engager shall consult with ACTRA pertaining to the following:
- (i) the qualification of any Performers that are not ACTRA members;
 - (ii) the nature of Performer payments with respect to Session and Residual fees. Session and Residual payments may be waived or partially waived as approved by ACTRA. Such information shall be included on the casting breakdown;
 - (iii) information as to whether the airtime is purchased or partially/fully donated;
 - (iv) information as to whether other services, such as production services, etc., are paid or partially/fully donated;
 - (v) a copy of the script/storyboard; and
 - (vi) charitable registration number.
- (b) **Provisions of PSAs**
- (i) PSA applications (Link to online application) shall be approved by the local ACTRA office where the production is taking place no less than forty-eight (48) hours prior to any castings or bookings.
 - (ii) Product Conflicts/Exclusivity are not permitted.
 - (iii) Contract Service Fees (CSF) are not applicable.
 - (iv) Accident on Set Insurance (AoS) applies.
 - (v) Audition Callback fees may not be waived.

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SECTION 12 – WORK SESSION AND PAYMENTS

- 1201 **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 their makeup and wardrobe.
- 1202 **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 Rate Sheet).
- 1203 **Work Session Fees** Each Performer shall receive no less than a minimum Session Fee payment per video Commercial or per audio Commercial for a basic work session in one day, not to exceed the number of work hours specified herein. The Session Fee shall be in addition to other payment(s) such as, but not limited to, Rehearsal(s), Recall(s), Overtime, Wardrobe, Hairdressing, Makeup, Auditions, Travel, or any other applicable fees. Session Fees and the maximum number of work hours in the applicable basic work session shall be in accordance with the rate chart. The Session Fee shall not be applied against residual payments. When a Performer is engaged to work on multiple Commercials over a number of days, the Performer shall be compensated by no less than a minimum Session Fee for each commercial, or the total number of days that the Performer worked, whichever is greater.
- 1204 **Above-Minimum Payment** Above-Minimum rates may be negotiated between a Performer and the Engager. Payment for Rehearsal time, Recall, Tags, Night Work, Overtime, Doubling, penalty fees, etc., shall not be included in such negotiated above-minimum payment unless indicated on the Performer Contract.
- 1205 **Additional Work Time** Additional work time is the **ninth** and **tenth** hours of work, exclusive of meal periods, and shall be payable at the additional work time rate as specified in the rate chart.
- 1206 **Overtime** is any work beyond the additional work time allowed in any one day, 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 “overtime” payable at the overtime hourly rates as specified in the rate chart.
- 1207 **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 throughout the Work Day. 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 paid as a meal penalty (see rate chart).

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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.

- 1208 **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.
- 1209 **Rest Between Days** On production(s) by one Engager for the same client on consecutive days, except when there has been additional work time or overtime during the work session, a Performer shall be compensated at double their hourly work time rate for each hour they are 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.
- 1210 **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 their Session Fee, a premium of 20% of the applicable hourly work time rate for each hour of such work.
- 1211 **Preproduction Rehearsal** A Performer may be engaged for a Rehearsal prior to their Work Day on any Commercial(s). Preservation of the Rehearsal performance, including still photographs, is solely for the purpose of client evaluation. The minimum guarantee for a Rehearsal Session is 50% of the Session Fee and 50% of the included work hours of the performance category. Time spent beyond the included work hours shall be paid at the applicable hourly, additional work time or overtime rate.
- 1212 **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 (see rate chart) , and such compensation shall be in addition to compensation for other work sessions such as Session Fees and Recall fees.
- 1213 **Recall** Prior to the first broadcast of a commercial and subsequent to the original work session, an Engager may Recall a Performer for additional work to correct a technical error in the Commercial(s), to make changes to comply with laws or governmental regulations and/or changes necessitated by network or station codes relating to advertising standards. A Performer shall not be engaged for a Recall to extend the original Commercial work session or for recording existing or discarded Commercials or to accommodate a change in the style, delivery or concept of the Commercial(s). In the event that the Recall does not meet the conditions outlined above, a full Session Fee shall be paid. Performers may not be booked for a Recall session at the time of booking, nor during the original work session. The minimum guarantee for a Recall session is 50% of the Session Fee and 50% of the included work hours of the performance category.
- 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 (see rate chart).

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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);
- (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 their role within the commercial is one character who does one or all of these things as part of their single role.

1216 **Demo and Presentation Demo Commercial Session**

Demo Commercials (Non-broadcast) Performers in Commercials produced specifically for non-broadcast demo purposes shall be compensated as outlined below . Such Performers shall not be entitled to residual fees nor be required to provide product conflict or product exclusivity. Performers must be notified, at the time of booking, of the Engager’s intent that the commercial is to be produced for non-broadcast demo or presentation demo, and it shall be indicated on the Performer’s contract.

In the event that such commercials are to be broadcast, the Engager shall seek permission of the Performers and they shall be upgraded and the applicable Session and Residual Fees shall apply.

- (a) **All Categories Except Group Singers** Performers engaged in demo commercials in performance categories other than Group Singer shall be paid fifty percent (50%) of the applicable Session Fee (see rate chart). The number of work hours in a Demo work session shall be fifty percent (50%) of the included work hours. 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 commercial in which the Performer is engaged.
- (b) **Group Singers** The two (2) hours of included work time shall entitle the Engager to two (2) demo cuts limited to the same product. Additional demo cuts for the same product in the same work session shall be paid at the rate equivalent to the off-camera tag rate. Any additional work time (beyond 2 hours) shall be paid at the hourly rate. In the event any demo is used, the performers shall be contracted and paid Session and Residual fees for each commercial.
- (c) **Audio Demo (Non-broadcast) Commercial** If additional demo cuts are made for product(s), such cuts shall be paid at the rate of fifty percent (50%) of the applicable minimum Session Fee for two (2) cuts per product and one (1) hour of included work time.

In the event that an audio demo (non-broadcast) commercial is broadcast, fees paid to all Performers must be upgraded to the full applicable Session Fees 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

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the Session Fees paid for the production of the demo commercial.

- (d) **Presentation Demo** Two (2) presentation demos may be produced in a session, the minimum guarantee for all performance categories shall be paid according to the note below rate chart. Any additional presentation demos produced at the same session beyond two (2) shall be paid per demo (see rate chart). The number of work hours shall be fifty percent (50%) of the allowable session hours. Any additional time worked beyond the included work hours is payable at the hourly work time, additional work time or overtime rates. A presentation demo may only be upgraded with the additional payment of a full Session Fee.

An Engager may engage a Performer on a single contract to produce multiple Presentation Demos for a defined one-year period, with a guarantee minimum payment of \$3,972.00. This minimum guarantee payment shall cover up to twelve (12) Presentation Demo Sessions (includes one or two demos) over the course of the year. Any additional Presentation Demos produced at the same session beyond two (2) during the defined period shall be paid at the per demo rate (see rate chart). Payment shall be due within fifteen (15) working days from the date of the first engagement.

1217 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.

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

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Section 13 – TRANSPORTATION, TRAVELLING AND LOCATION EXPENSES

- 1301 **Travel Within Radius** For the purpose of this Section, travel within a forty (40)–kilometre 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), shall be provided or paid for by the Engager when public transportation is not available.
- 1302 **Travel Beyond Radius** When the Engager requires the Performer to travel beyond a forty (40)–kilometre radius, the Performer shall be entitled to transportation expenses or a kilometrage allowance.
- 1303 **Transportation Expenses** include fees for authorized transportation covering economy air or first-class rail fare or such other means as bus or taxi.
- 1304 **Kilometrage Allowance** is equal to the Canada Revenue Agency allowance (see [CRA](#) website), if the Performer is required to use their own automobile.
- 1305 **Per Diem** Where required, the Engager shall provide single occupancy accommodation for the Performer(s). The per diem allowance (including gratuities) for meals, if not provided, shall be paid to the Performer(s) (see rate chart).
- 1306 **Travel Time** When the Performer is required to travel beyond the radius, time spent in travel by the quickest means of regularly scheduled carrier shall be considered work time when travel time and work time exceeds eight (8) hours. Such time shall be paid in half-hour segments at the Performer’s hourly work time rate (see rate chart) and shall not attract additional work time and overtime rates.
- Payment for time spent in travel shall not exceed eight (8) hours in any consecutive twenty-four (24) hour period.
- 1307 **Hold-over on Location** When a Performer is not required to work between or in addition to scheduled Work Day(s) while on location, the Performer shall be paid four (4) hours pay at the applicable hourly work time rate for such day(s). This shall be in addition to payment for expenses incurred.

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Section 14 – WARDROBE, MAKEUP AND HAIR

- 1401 **Regular Wardrobe** At the request of the Engager, Performers may be expected to provide an additional two (2) changes of their own regular wardrobe. The Engager may not specify wardrobe requirements as a condition of engagement. If a Performer is required to provide more than two (2) changes of regular wardrobe in any single commercial, it shall be noted on their engagement contract and they shall be compensated as an expense claim (see rate chart).
- 1402 **Special Wardrobe** Wigs, evening wear, culturally specific wardrobe, special accessories, clothes and apparel other than regular wardrobe shall be considered as special wardrobe and be provided by the Engager. In the event a Performer provides any special personal wardrobe it shall be noted on their engagement contract and they shall be compensated as an expense claim (see rate chart).
- 1403 **Safekeeping of Regular or Special 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. In the event either regular or special wardrobe 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 shall reimburse the Performer for the cost of repair or replacement. Notice of such damage shall be given to the Engager's representative at the work session. Performers shall provide the Engager with a receipt for such cost of repair or replacement.

The Engager shall be fully liable for loss of or damage to the Performer's personal wardrobe or personal effects when adequate security has not been provided.

1404 **Makeup and Hairdressing Professionals** The Engager shall ensure that hair and makeup professionals have the skill and ability to style hair, apply make-up and provide the appropriate products and equipment for all Performers, particularly for Black, Indigenous and Persons of Colour. Performers will not be required to provide their own hair products, make-up, etc. When a qualified film hair and makeup stylist is not available, the Engager will ensure that the production company will provide a qualified professional from within the general hair and beauty industry.

1405 **Time Spent in Wardrobe, Makeup and Hair** Time spent in wardrobe, makeup and hair shall be considered work time if immediately prior to the Performer's work session. A Performer required by the Engager to spend time in wardrobe, makeup or hair at times other than immediately prior to the Performer's work session, shall be compensated for a minimum of one (1) hour of work time. Time spent in excess of one (1) hour, shall be paid at the Performer's hourly work time rate (see rate chart).

If a Performer is requested by the Engager to have specific or special personal services such as, but not limited to, wardrobe alterations, hair cut/colour/style/wig-fitting, manicure, the Engager shall either provide such services or the Performer shall be reimbursed any receipted expense. Time spent in such services shall be considered as time worked and shall be paid at the Performer's hourly work time rate.

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

The Engager shall ensure that production provides reasonable accommodations and complies with all applicable obligations pursuant to human rights and health and safety legislation including but not limited to:

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

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Section 14

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- (b) Adequate, clean and accessible dressing rooms and toilet facilities shall be provided by the Engager.
- (c) Seating shall be available for Performers during rehearsals.
- (d) Privacy shall be provided when a change in wardrobe is required.
- (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, but not limited to, caterers shall wear clean latex or rubber gloves, a hair net, and clean clothes. Clothing shall not be used to wipe or dry hands.
- (g) Special consideration shall be given to senior Performers or those requiring additional care with respect to but not limited to dressing rooms, sanitary provisions, and seating.

Section 15

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LEGEND

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Section 15 – HOLDING CALLS, POSTPONEMENTS AND CANCELLATIONS

- 1501 **Postponement** Should the Engager change a Performer’s Booking to another day(s), the Performer shall be paid the applicable Session Fee for the original Work Day, unless notice of change is issued at least forty-eight (48) hours prior to the Performer’s Call. If forty-eight (48) hours’ notice has been given, no payment to the Performer shall be required for the original day. 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. 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** The Engager may issue a holding call when weather or specified production factors may postpone a Work Day. Notice of a holding call shall be issued and acknowledged at least twenty-four (24) hours prior to the scheduled Work Day. After the Engager has issued the twenty-four (24) hour notice period, the Engager must call the Performer, at least two (2) hours prior to the originally scheduled work time, to advise that the Work Day has been rescheduled. In such case, the Engager will be required to pay each Performer four (4) hours pay at the applicable hourly work time rate for such day(s) (see rate chart). Failure to issue 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 **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 video Commercial, or two (2) days, in the case of an audio Commercial. Should the Engager fail to provide 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 of production are cancelled after the commencement of work, Performers who have been booked shall be paid the applicable Session Fees for their entire Booking.
 - (c) **Cancelled Engagement** In the event that the Engager cancels a Performer’s Booking in a Commercial that is produced, such Performer shall be paid their applicable Session Fee, except where the cancellation occurred for reasons of unprofessional conduct.
- 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 representative 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 **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

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Section 15

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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.

1507 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

The following provisions apply to Minors under 18 years of age.

1601 **Special Consideration Required**

- (a) The Parties to this Agreement acknowledge the need to implement specific rules to keep Minors safe and protect them from abuse or improper working conditions. The Parties shall be guided 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.
- (b) Violations The Parties acknowledge that a breach or violation of the provisions of Section 16 may result in harm to a Minor. Therefore, the Parties agree to act expeditiously when a violation is alleged. In this regard, established steps pursuant to the grievance procedure may be abridged, to help resolve the dispute as quickly as possible.

1602 **Parent** The term “Parent” shall mean either the Parent or Guardian of the Minor.

Chaperones 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 appoint a Chaperone who shall be responsible for the Minor during the engagement (Link to Chaperone Form & Emergency Medical Authorization Form). The Chaperone must be at least 18 years of age and may not be engaged by the Engager unless there is an emergency. A Chaperone may only be appointed to a Minor between the ages of 10-16.

1603 **Auditions, Interviews, Tests and Fittings**

- (a) Calls for auditions, interviews, tests and fittings shall take place between the following hours:
- i) for Minors under the age of 10: 4:00 p.m. and 8:00 p.m.
 - ii) for Minors 10 to 15 years of age: 4:00 p.m. and 9:00 p.m.
- Calls for the Work Day and Rehearsal shall not be so limited.
- (b) The Engager shall make best efforts to issue Audition notices at least forty-eight (48) hours in advance.
- (c) The Engager will provide to the Parent, a Parental Audition Consent Form (Link to Parental Consent Form) for completion prior to auditioning Minors.

1604 **Work Day and Rest Periods**

- (a) **Work Day** For Minors under 16 years of age, the Work Day shall consist of eight (8) consecutive hours per day, excluding meal breaks.
- (b) **Additional Work Time and Overtime**
- (i) For Minors under 12 years of age, additional work time and overtime are forbidden notwithstanding Parent’s/Chaperone’s consent.
 - (ii) 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

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Section 16

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advance.

(iii) 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.

(c) **Night Work** Minors under 15 years of age shall not be required to work beyond 11:00 p.m. unless the Engager has ensured that seventy-two (72) hours notification in advance of a night shoot has been given, and obtains the consent of the Parent/Chaperone.

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

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

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

(e) **Rest Between Days** 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 their 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.

1605 **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.

1606 Parental Responsibility

(a) The Parent or Chaperone of a Minor under 16 years of age must be at the location and accessible within sight and sound with or without technology 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, makeup and wardrobe. Where possible, parking adjacent to the set shall be made available.

(b) The Parent or Chaperone of a Minor shall travel with the Minor where the production location requires an overnight stay away from home.

(c) The Engager shall pay Travel Expenses and Per Diem to one Parent or Chaperone accompanying a Minor to an overnight location.

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- (d) Each Parent shall be required to sign a Declaration of Parent in the Engagement of Minors (Link to Declaration of Parent in Engagement of Minors), which outlines the rules and responsibilities of having a Minor engaged in a commercial production. This form must be submitted to the applicable local ACTRA office before the production date.

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 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) Infants under the age of 2 years will not be kept on set for longer than six (6) hours.
- (c) An Infant under the age of six (6) months shall be handled only by their Parent, Chaperone or trained medical personnel when not in front of the camera.
- (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) The Engager will provide a separate, sanitary room for the care and rest of the Infants engaged. It should be a quiet and warm private room where the Infant may be fed and may rest without being held and must be fitted with a crib and changing table. 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.
- (f) 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.

1609 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.

Section 16

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- (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.

1610 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. **To the extent required by** provincial law in British Columbia, the 25% Minors' Trust deduction shall be remitted to the Public Trustee of British Columbia **in lieu of PRS.** (Link to Minors' Trust Deductions Form)

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Section 17 – STUNT PERFORMANCE

1701 **Creating and Engineering Stunts**

- (a) **Stunt Coordinator** 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. Typically, the Stunt Coordinator will be engaged prior to casting. 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 **adjustment** 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.

- (b) **Stunt Work** means Performers’ work that is generally understood to include, but is not limited to, planning, designing, engineering and/or performance of a visual effect depicting a situation that would be considered dangerous if such visual effect were not accomplished by a Stunt Performer.
- (c) **Stunt Safety** In order to ensure the safety of all Performers, the Stunt Coordinator and personnel certified in emergency medical intervention is required to be present on set until the performance of all stunts is complete.

1702 **Audition** Engagers may audition a Stunt Performer to establish their 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.

1703 **Conditions of Engagement**

- (a) 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 Coordinator is engaged to coordinate the preparation, set-up and execution of a stunt they may recommend and engage 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.
- (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.

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A Performer not previously engaged specifically to perform a stunt that is unscripted may perform the stunt and shall have their 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.

1704 **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.

1705 **Equity, Diversity and Inclusion in Stunt Doubling** Where a Stunt Performer doubles for a Performer from an under-represented community, every effort shall be made to engage a qualified Performer from the same community. The Engager shall use best efforts to increase the employment of Performers from under-represented communities.

1706 **Stunt Performance and Fee**

- (a) In addition to the minimum fee, an amount (stunt fee) may be negotiated between the Stunt Performer and the Engager in relation to the difficulties of or other pertinent details regarding the stunt.
- (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 are met.

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

If the Stunt Performer, in addition to performing the stunt, also enacts the role of the character involved in the stunt, an additional Session and Residual fee applicable to such performance category shall be paid.

- (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.

1707 Risk Performance

- (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) Performers shall not, as a rule, be required to undertake Risk Performances. Whenever possible, Engagers shall engage qualified Stunt Performers to undertake such work.
- (c) 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 engagement. An additional fee (no less than the Stunt Performer session fee) shall be negotiated at this time.
- (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.

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Section 18

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LEGEND

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Section 18 – COMPENSATION FOR USE AND REUSE

The Parties commit to continuing to work on new models for compensating Performers for the use of commercials over the term of the current Agreement for implementation with commencement of the next collective bargaining agreement.

1801 Broadcast Television Use occurs when a Commercial is aired during scheduled programming on a channel being transmitted to the viewer by public (free) or cable/satellite (paid subscription) networks and stations. Examples (but not limited to) of Broadcast Television networks/stations/channels are CBC, CTV, Global, City, Omni, TVA, TSN. Broadcast Television Use cycles shall be declared and paid in consecutive weeks or days if intended for Short-Life Use. Please refer to Article B305 for Dormancy and Maximum Period of Use of a Commercial.

1802 Specialty Cable Television Use When a Commercial is aired on a Cable or Satellite subscription television channel during scheduled programming.

1803 Audio Use (Radio/Digital Media) is when a Commercial has no visual component and is delivered to the listener via radio or audio streaming service such as, but not limited to, Spotify, XM Satellite Radio.

1804 Out of Home (OOH) is when a Commercial is delivered via methods such as, but not limited to, in-store monitors, in-flight monitors, stadia monitors, elevators and taxis.

1805 Digital Media (Video Only) Use is when a Commercial is delivered to the viewer via the internet or other digital content delivery platforms. Examples of Digital Media Use are, but not limited to, CBC Gem, Streaming platforms, YouTube, Facebook Instagram, TikTok, Podcasts, advertisers' websites. Use of a Commercial on Digital Media shall be declared and paid as per the rate chart.

The advertiser may use a Commercial on one of their websites that it owns or controls, and on their unpaid Digital Media at no additional cost, provided the Performers in the Commercial have been paid Broadcast Television Use/Audio Use or one (1) year paid Digital Media Use.

- (a) This Section is applicable to parties other than the advertiser.
 - (i) Any party involved in the production of a Commercial may use that Commercial in Digital Media on a website that it controls, for the sole purpose of demonstrating the work produced by the party.

No payment shall be due to Performers, provided the Commercial is posted on the website in a "view only" format that cannot be downloaded shared.
 - (ii) If any party fails to take these reasonable steps to prevent improper use, Performers shall be paid at the current Digital Media Use rates.

(b) Unauthorized Use

In the event a Commercial has been used in Digital Media 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.

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1806 Short-Life rates apply exclusively to commercials created to advertise a special event, promotion, deal, price or other occurrence that will be available for either seven (7) days, fourteen (14) days, thirty-one (31) days or forty-five (45) days.

Short-Life use periods are consecutive days and may only be accessed once per Commercial. A Commercial produced for Short-Life use shall be used within six (6) months of the date of production. Any extension to a Short-life use period must be made within the originally declared Short-Life use period and a payment upgrade to the longer period of use shall be made. Any use beyond 45 days shall require written permission from the Performers in residual categories. The original declared Short-Life use period must be upgraded to the 13 week use period and payments shall be made to the Performers. Any subsequent use shall be paid at the applicable residual fees as per the Use rate chart.

Allowable Changes for Short-Life A “change” is defined as any allowable single alteration or group of alterations made to a Commercial. These changes may not comprise more than 50% of the original Commercial. Each Commercial may differ only in designating retailer locations, store hours, prices, sizes, quantities, sales dates or the composition of up to four (4) products. These changes may be made in any part of the Commercial.

1807 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, signs and supers 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) 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.
 - (ii) When a Commercial is recorded with no dialogue (silent) for 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.

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- (iii) When both-language versions are produced with on-camera dialogue, 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 NCA 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 NCA.

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.

- (iv) Where a Performer uses both languages in a bilingual commercial, their 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.

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.

1808 Other Languages The union jurisdiction applicable to Commercials produced in a language other than English or French (e.g., Chinese, Tagalog, Caribbean Ethnic Origin, etc.) for use in Canada shall be determined by the Reciprocal Agreement between ACTRA and Uda. 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 version the on-camera Performers shall be compensated, regardless of the number of additional languages, for one additional Session fee and one additional Residual/Use fee.

Session and Residual/Use fees for Voice-Over Performers shall be paid as follows:

- (a) All Session fees will be paid as per the applicable Television, Radio or Digital Media rates per language and per Commercial. Contract Service Fees (CSFs) and Accident on Set (AoS) Insurance shall apply.
- (b) Residuals/Use for Television Use shall be paid in accordance with the rates outlined in the Video Residual/Use Rate Chart, per language and per Commercial per 13-week cycle.
- (c) Residuals for Digital Media Use shall be paid as per the Video Residual/Use Rate Chart.
- (d) Residuals for Radio Use shall be paid at 75% of the per cut rate per language and per Commercial per 13-week cycle beyond the first cycle.

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- (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, 50% of the applicable permit rate

1809 Dormancy When a Commercial is not broadcast within twenty-six (26) weeks 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. The Commercial shall then be Dormant and unusable.

The Engager must either:

- (a) release Performers in residual categories, in writing, from their commitments to the Engager, with a copy sent to the local ACTRA branch where the production took place,
or
- (b) make a Dormancy payment to each Performer in residual categories in the Commercial, equal to not less than the Performer's contracted Session Fee calculated pursuant to the Agreement current at the time of reactivation of the commercial. Payment shall be made within twenty (20) business days from the date the Commercial became dormant which will allow for re-use and applicable Residual payments to be made.
- (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 in which the Dormancy fees should have been made, in addition to the applicable Residual/Use 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 Dormant Commercial may be reactivated for foreign (excluding U.S.) use upon consent of the Performers and payment of a single Dormancy fee, plus the applicable Residual/Use fee.
- (f) **Seasonal Commercial** The Dormancy period for a Seasonal Commercial shall be thirty-nine (39) weeks 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 ACTRA for such Performer.

Such monies shall be based upon the Performer's original contracted Session fees, calculated pursuant to the Agreement current at the time of reactivation of the Commercial. In the event the Performer is located, then monies held in trust for the Performer by ACTRA shall be paid to them, and they shall be precluded from negotiating fees for such reactivation above the amounts held in trust.

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1810 **Maximum Period of Use and Reuse of Commercials** Except for seasonal commercials, the maximum period of use 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 production (i.e., the date of the last work session, excluding any voice-over session), whichever is earlier.

A commercial 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 to the Engager that they do not grant renewed use, not less than sixty (60) days prior to the expiration of such period. The maximum period of permissible use on a Commercial made for seasonal use, shall be two (2) consecutive seasons.

No commercial shall be automatically renewed for an additional period of use if any default or delinquency exists in the payment of reuse fees.

1811 **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 with a copy 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.

1812 **Seasonal Commercial** is a Commercial that is especially related to a particular season of the year and must be declared at the time of engagement on the Performer's contract.

1813 **Use of 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:

- (a) 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. In the event that such permission is granted by the parties, the Engager who holds the rights to the Commercial shall make payment to each Performer an amount equivalent to the applicable Session Fee for their performance category, for each program in which the commercial or excerpt of the commercial is used.
- (b) In the event that a commercial is broadcast in contravention of this provision, the Engager of the program shall be responsible for payment to each Performer in a residual category in the commercial of an amount equivalent to the applicable Session Fee for their performance category, for each program in which the commercial or excerpt of the commercial is used.

For use in a hard news program or a current affairs television program. Permission shall be sought as per paragraph (a), but no payments will be required. In such cases where such permission is not sought, payment shall be as per paragraph (b) above.

1814 **New Technologies and Additional Uses** The Parties agree to good-faith negotiations with respect to the jurisdiction of ACTRA in commercials produced for new forms of distribution or 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.

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1815 Artificial Intelligence (AI) Other than those provisions in the Agreement between the Parties, the Engager expressly agrees not to utilize any portion of any recording or performance of a Performer:

- (a) to simulate or alter a Performer’s voice or likeness;
- (b) to create any synthesized performance or “digital double” voice or likeness of a Performer; or
- (c) for machine learning (collectively AI tech).

In addition, the Engager specifically agrees not to sell or transfer ownership of all or part of any of the recordings or performance of a Performer to any third party without the Performer’s knowledge and written consent.

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Section 19

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Section 19 – EDITING AND ALTERNATE VERSIONS

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 Residual/Use fees. Where alterations to a Commercial are made in accordance with this Section, the Performer shall be paid the applicable Residual/Use fees for as long as the Commercial is used. Commercials altered in accordance with this Section may run in the same cycle as the original Commercial without incurring additional Residual/Use fees.

1901 Permission Required Before a new Commercial may be made utilizing existing footage, the on-camera Performers (other than Background Performers) in the existing footage must first give their written permission for such use of their recorded performance. Where the Engager, when seeking consent under this provision, is unable after reasonable attempts to reach a Performer, the consent of the local ACTRA branch where the Commercial was produced shall be obtained. Such permissions may not be withheld unreasonably.

1902 Alternate Versions A Commercial may be edited to make additional versions of that Commercial. Any material added to a version must come from the Performer's original Session and cannot 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. A Performer required to record such additional soundtrack at a separate work Session shall be paid an additional Session Fee. 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.

- (a) **Up to five (5) versions** of the same Commercial may be broadcast in the same cycle, upon payment of the appropriate Use fees for one Commercial. If, however, all six (6) versions of the Commercial are broadcast in the same cycle, Performers shall receive Use payments for two (2) Commercials.
- (b) **Digital Media – Unlimited versions with 1 Year Use Option** A Commercial may be edited for Digital Media use without creating a new Commercial provided at least one year's Use is paid and the versions are used within the declared cycle.
- (c) **Supers** A change in Supers will not be considered new material.

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Section 19

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1903 Tags/Allowable Changes The following on- and/or off-camera changes may be made within a commercial for the same advertiser:

(a) **Product Changes**

- (i) Different packaging or flavour of the same product.
- (ii) Another or additional product, for example (but not limited to), pizzas to salads, produce to bakery items, snow shovels to holiday lights;

(b) **Promotions/Service Offer Changes**

- (i) Special offers, such as, but not limited to, a brake to a muffler special for an automotive store;
- (ii) changes of information or rules governing a contest.

~~(i) pizza to salads, produce to bakery items, snow shovels to holiday lights;~~

~~(ii) adding product(s) sold by the advertiser, such as bug spray, sunscreen and band aids.~~

(c) **Factual information Changes** different and/or specific factual information identifying locations/destinations, frequency of service, telephone numbers/websites, rates (including interest rates), prices, geographic availability and/or dates. Except for these changes, the commercial shall in all other respects remain the same. **Offer(s) and/or Promotions**

For example:

~~(i) Multiple categories, such as 0% financing on trucks, tires and oil changes.~~

~~(ii) Different offers by one advertiser, such as BOGO pillows, No Tax on mattresses.~~

(d) **Legal Changes** A Commercial made for a designated Advertiser may be changed to comply with regional requirements, laws or government regulations. Such changes may include but are not limited to network and/or station codes relating to advertising standards, different provincial liquor control boards, use of the word “new” for rollouts, and regional food specialties.

1904 Payment for Tags/Allowable Changes

- (a) When a Performer makes more than one allowable tag/change at the original Session, they shall be paid the applicable fee for each allowable tag/change.
- (b) When a Performer is called for the sole purpose of making allowable tags/changes, they shall be paid per Commercial for the number of tags/changes recorded multiplied by the per tag/change rate, or a minimum guarantee per commercial of a full Session Fee, whichever is the greater.
- (c) When a Performer is required to record more than twenty-five (25) tags/changes for the same Commercial at the same session, additional tags/changes beyond the twenty-five (25) shall not be paid. Should the Session exceed the included work hours, the applicable hourly work time, Additional Work Time and/or Overtime rate shall be paid.

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Section 20 – PRODUCT CONFLICTS AND EXCLUSIVITY

2001 Product Conflicts for Video Commercials are defined as situations in which a Performer declines a booking or call to Audition for a Commercial for a certain product or service because they have been previously engaged in a Commercial for a competitive product. 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 (e.g. Coke/Pepsi not Coke and other beverages/products owned by the same advertiser).

It is the Engager's responsibility to indicate prior to the audition and on the casting breakdown those products and services that are Product Conflicts.

2002 Disclosure A Residual category Performer cannot submit to be Auditioned or engaged for a Video Commercial under the following conditions:

- (a) when engaged in a Residual performance category (Video only) by a direct competitor (e.g. CIBC/RBC, Chevrolet/Ford, Coke/Pepsi); and
- (b) when the Commercial has aired in the last 9 months (Video only), excluding Short-Life.

Any Performer in a Residual category who knowingly Auditions or accepts a Booking in Video Commercials advertising competitive products or services may be required to repay all Session and Residual fees and Insurance and Retirement contributions to the Engager of the second Commercial.

2003 No Disclosure A Performer shall be under no obligation to disclose, at the time of audition or booking any Commercials in which they have been engaged in a non-residual category.

2004 Exclusivity Any additional restrictions beyond the limitations outlined in Product Conflicts, shall be negotiated between the Engager and the Performer. The extent of Exclusivity shall be specified on the Performer's engagement contract and may not extend beyond the maximum periods of Use and Reuse.

- (a) **Exclusivity Not Permitted**
 - (i) Demonstrator or Background Performers shall not be required to grant exclusivity.
 - (ii) Exclusivity may not be required of Performers engaged to portray non-identifiable (masking the Performer's natural voice) voices, except for established character voices.
- (b) **Non-competitive Product Exclusivity: Performers Engaged at Not Less Than Minimum Fees Plus 25%** Performers may agree to hold a conflict for non-competitive products or services provided a step-up fee of 25% of the Performers negotiated Session and Use fees is paid **per product or service**, but may not agree to grant complete Exclusivity.
- (c) **Complete Exclusivity** Only Performers receiving not less than double the minimum fees for the Session and Use payments may agree to grant complete Exclusivity. Such Exclusivity must be negotiated with the Performer or their agent and must appear on the Performer(s) engagement contract.

2005 Product Conflicts/Exclusivity in Commercials made for Short-Life Use Product Conflicts/Exclusivity does not apply to engagement of talent. At the time of audition or booking, the Engager shall not require any Performer to disclose commercials on which the Performer is engaged in a Commercial currently on air advertising directly competitive products.

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Section 21

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Section 21 –RADIO, DIGITAL & OOH (AUDIO ONLY)

2101 **Work Session** The minimum guaranteed fee entitles the Engager to two (2) hours of work time, whether one (1) or two (2) cuts are 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.

2102 **Additional Work Time** Additional work time at the same work session shall be payable as per the Audio only Chart at \$65.50 (general increases apply) for every sixty (60) minutes or portion thereof beyond the included work time. At the Fifth hour of work the Additional Work Time shall increase as per the Audio Chart to \$110.50.

2103 **Doubling** A Performer engaged to perform more than one role or character in any Audio only commercial(s), shall be categorized and paid for each performance category in each Commercial. The highest performance category shall determine the applicable minimum guarantee.

2104 **Tags**

(a) **Tags/Allowable Changes**

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. For tag rates see rate chart.

(b) **Sessions for Tag/Allowable Changes Only**

If the Performer is called for the sole purpose of recording Tags/Allowable Changes, they shall be paid a minimum guarantee or the per Tag/Allowable changes rate, whichever is greater.

2105 **Discounts for National Radio Commercials used in one Region Only** When Commercials are produced for one Regional Market only, a discount may apply to the Session Fee only as per the chart below. 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.

Market	Commercial
Maritimes and Newfoundland and Labrador	15%
Province of Quebec	15%
Ontario	15%
Prairie Provinces (Manitoba, Saskatchewan, Alberta)	15%
British Columbia	15%

2106 **Reuse for Audio Use** If a Commercial is to be aired beyond the initial thirteen (13) week cycle, the Performer shall be paid the minimum guarantee as per the Audio Only Chart.

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2107 Release for Audio Use

- (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 fee equal to a minimum guarantee, which is credited against the residual fee due for the cycle of use.
- (b) 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, 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.
- (c) 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 Local ACTRA branch to reuse the commercial. If such consent is given, the Performers shall be paid another fee equal to a minimum guarantee, which shall be credited against the residual fee due for the cycle of use.

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Section 22

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SECTION 22 – STILL IMAGES, STOCK FOOTAGE AND BACKGROUND SCENES

2201 **Still Images** Persons in still images appearing in Commercials shall be paid the applicable Session and Residual/Use fees. The following types of use of still images are not covered by this Agreement:

- (a) images of persons that appear in a casual leafing through, printed material or scrolling through digital content;
- (b) images of persons featured in trademarks and service marks (registered and unregistered);
- (c) images of persons that appear on packaging, provided that the image 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) images of persons that appear on posters and any other print-media display or point-of-sale items that appear incidentally and are not highlighted or featured;
- (e) “atmosphere” photographs, pictures and likenesses used as incidental props, provided no persons are recognizable;
- (f) news photographs;
- (g) still images of persons appearing in publications as a “personality,” provided such person has given prior written consent to the use of their still image in a Commercial.

2202 **Stock Footage** Stock footage, library footage or stock stills captured apart from and in advance of a Commercial and that do not directly advertise the product or service are not covered by this Agreement. 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 shall be paid Principal Performer Session and Residual/Use fees.

2203 **Non-Broadcast Use of Still Images**

This section shall apply to still images used in media other than broadcast when captured at the same work Session or by editing the footage of a Commercial. The Engager shall obtain permission of the Performer involved prior to the use of their image. Payment shall be negotiated between the Performer and the Engager in advance of their Work Day or prior to use of existing footage.

PRIVATE AND CONFIDENTIAL

Subject to errors and omissions

2022 NCA NEW – PROPOSED EDITS

Section 23

File Name: Section 23_NCA New_2023-06-09_Tracked Changes_v5.docx

Date: 2023-07-07 10:40 AM

ACTRA

2022 NCA NEW – PROPOSED EDITS

Section 24

File Name: Section 24_New NCA_2023-07-05_Tracked Changes_v7.docx

Date: 2023-07-07 10:43 AM

LEGEND

Yellow →	Proposals
Orange →	Agreed to Items
Turquoise →	Simplified Agreed to Items
Red →	Housekeeping
Green →	Relocation in New NCA

Section 24 – FOREIGN DISTRIBUTION: TELEVISION USE

- 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.
- 2402 **Canada and U.S. Use** When a commercial produced in Canada is used both in Canada and in the United States, the Session Fee shall be paid according to the Session Rate charts. Use in Canada shall be paid as per the Use chart. U.S. Use shall be paid in Canadian dollars as per the current SAG – AFTRA Commercials Contract. The Maximum Period of Use of the Commercial shall be eighteen (18) months.
- 2403 **Commercials for U.S. Use Only** When a commercial is produced in Canada for U.S. 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 (refer to Work Permit Application & Schedule of Fees).
 - (b) **All Other Performers** All other Performers in the Commercial, shall be contracted as per the terms and conditions of the NCA. Such Performers shall be paid ACTRA rates for all fees except Use fees which shall be paid as per the SAG-AFTRA Commercials Contract, in Canadian dollars.
- 2404 **Use in Countries Outside of North America** When a Commercial produced in Canada is used outside of North America, all Performers shall be contracted and paid Session and Use fees as per this Agreement.
- 2405 **Use in Other Countries and Canada** When a Commercial produced in Canada is used in any country in the following geographic regions of use, excluding the United States, Performers shall be contracted and paid Session and Use fees as per this Agreement.

Use fees are classified by regions and calculated based on multiples of minimum Session Fees for a maximum period of eighteen (18) months from first Use outside of North America. Additional Use in another region shall be paid on a prorated basis for the time remaining in the initial eighteen (18) month cycle. No product conflicts shall apply to the Use of Commercials outside of North America. The Performer shall be deemed 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.

2022 NCA NEW – PROPOSED EDITS

Section 25

File Name: Section 25_New NCA_2023-06-09_Tracked Changes_v5.docx

Date: 2023-07-07 10:45 AM

LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
Red	→ Housekeeping
Green	→ Relocation in New NCA

ACCEPTED

2022 NCA NEW – PROPOSED EDITS

Section 26

File Name: Section 26_New NCA_2023-07-05_Tracked Changes_v7.docx

Date: 2023-07-07 10:47 AM

LEGEND

Yellow →	Proposals
Orange →	Agreed to Items
Turquoise →	Simplified Agreed to Items
Red →	Housekeeping
Green →	Relocation in New NCA

Section 26 – REMITTANCE OF PAYMENTS

2601 Payment Time Requirements Payments to each Performer shall be made as follows:

- (a) **Session Payments** All payments for services rendered for each commercial, including Session Fees, Rehearsal and other incidental fees such as, but not limited to, auditions, travel, wardrobe, and meal period penalties as provided for in this Agreement, shall be made not later than fifteen (15) business days after the Work Session. (Link to Session Payment Form)
- (b) **Edited Commercials** New Commercials created from edits shall be paid no later than fifteen (15) business days from the beginning of the cycle of Use.
- (c) **Use or Residual Payments** Payment shall be made within twenty (20) business days from the beginning of the cycle of Use. If, during any cycle of use, a commercial is used at a higher classification or in additional markets not originally declared, payment for the upgrade shall be made within (20) twenty business days from the date of first use in the higher classification or additional market(s). As the first cycle of use of an Audio Commercial used in Radio is included in the session payment, the cycle dates shall be reported to the local ACTRA office where the production took place within twenty (20) business days from the beginning of the cycle. (Link to Residual Payment Form)
- (d) **Late-Payment Penalties** Failure to make payments within the periods specified in this Agreement shall result in the following penalty payments made :
 - (i) A penalty payment of \$6.00 per Performer for each business day shall be payable to each Performer, beginning with the day following the date of default, up to thirty (30) business days. After thirty (30) days, the penalties shall increase to \$10.00 per Performer per business day, without limitation, until full payment is made.
 - (ii) Late payment of the Insurance and Retirement Plan deductions and contributions shall also be subject to late payment penalties calculated as above, made payable to ACTRA I & R.
 - (iii) Late Payment Penalties are not subject to any deductions and contributions.
 - (iv) **Late payment penalties for Video commercials** shall be paid per commercial.
 - (v) **Late-payment penalties for Audio commercials** shall be (1) one late-payment penalty for a group of up to (3) three commercials produced at the same work session. Penalties shall be assessed per Audio commercial beyond (3) three.
 - (vi) 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.
 - (vii) Failure to pay in full caused by mathematical error shall not result in late-payment penalties.
 - (viii) Penalties shall not be levied if the Performer, having been provided 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 shall be made payable to the Performer and shall be forwarded to the ACTRA local office where the production took place. No deduction of any amount shall be made, except as is required to be made by law or by this Agreement.

2022 NCA NEW – PROPOSED EDITS

Section 26

File Name: Section 26_New NCA_2023-07-05_Tracked Changes_v7.docx

Date: 2023-07-07 10:47 AM

LEGEND

Yellow → Proposals
Orange → Agreed to Items
Turquoise → Simplified Agreed to Items
Red → Housekeeping
Green → Relocation in New NCA

- (ii) **Session Payment** All fees and penalties due to the Performer for their work in a commercial shall be made payable to the Performer and shall be forwarded to the local ACTRA office where the production took place, with the completed Session Payment Form (Link to Session Payment Form) .
- (iii) **Residual/Use Payment** All residual fees due to the Performer for the use of a commercial in which they have been engaged shall be made payable to the Performer and shall be forwarded to the local ACTRA office where the production took place with the completed Residual Payment Form which will declare the Use (Link to Residual Payment Form).

2602 Commercials Broadcast in Error When a Commercial has been broadcast in error outside the declared cycle of use, residual category Performers shall be compensated at the applicable performance category rate as follows:

Radio or Television Use: 1/13 of the applicable minimum guarantee per cycle, per airing in error.

Digital Video: 13-week Digital Media Video Use

Digital Audio: 13-week per cut Radio rate

2603 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.

2022 NCA NEW – PROPOSED EDITS

Section 27

File Name: Section 27_New NCA_2023-06-09_Tracked Changes_v5.docx

Date: 2023-06-09 3:32 PM

LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
Red	→ Housekeeping
Green	→ Relocation in New NCA

Section 27 – ACTRA WORK DUES AND SERVICE CHARGE 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 a full Member of ACTRA. This deduction shall be remitted to ACTRA by cheque, together with any Session, Residual or Dormancy payments to the local ACTRA branch where the production took place. During the life of this Agreement, ACTRA may amend the percentage of the deduction.

2702 **ACTRA Apprentice Member and Non-member Service Charge Deductions** The Engager shall deduct an amount of ten percent (10%) from the gross Residual and Dormancy fees payable to each ACTRA Apprentice Member and non-member. This service charge is subject to GST, HST and QST. This deduction shall be remitted to ACTRA by cheque with all Residual and Dormancy payments to the local ACTRA branch where the production took place. During the life of this Agreement, ACTRA may amend the percentage of the deduction.

2022 NCA NEW – PROPOSED EDITS

Section 28

File Name: Section 28_New NCA_2023-06-09_Tracked Changes_v5.docx

Date: 2023-07-07 10:50 AM

LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
Red	→ Housekeeping
Green	→ Relocation in New NCA

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 full Member of ACTRA, including those designated as Apprentice or Temporary Members and Work Permittees (non-members), and
 - (ii) deduct an amount equal to four percent (4%) of the gross fees from each Performer who is not a full member of ACTRA, including those designated as Apprentice or Temporary Members and Work Permittees (non-members).
- (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 this section shall be made payable by cheque to
 - (i) the Union of British Columbia Performers (UBCP/ACTRA), for productions in the province of British Columbia **and the Yukon Territory**, or
 - (ii) ACTRA I&R, in the case of all other ACTRA branches.

2805 **Remittance Procedures** All deductions, contributions and payments required to be made to ACTRA shall be payable by cheque and remitted, together with the Session, Dormancy and Residual payment reports, to the local ACTRA office where the production took place.

All cheques for Performers and for contributions, deductions and equalization payments made pursuant to this section shall be remitted by courier and/or electronic data interchange (EDI) to the local ACTRA office where the production took place and/or is administered.

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

2807 Gross Fee means total compensation paid to a Performer engaged in a Commercial, exclusive of amounts paid to a Performer by an Engager for expenses, such as a per diem allowance or travel receipts as agreed.

2022 NCA NEW – PROPOSED EDITS

Section 29

File Name: Section 29_New NCA_2023-06-09_Tracked Changes_v7.docx

Date: 2023-07-07 10:56 AM

LEGEND

Yellow → Proposals
Orange → Agreed to Items
Turquoise → Simplified Agreed to Items
Red → Housekeeping
Green → Relocation in New NCA

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. 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) The Contract Service Fee shall be the lesser of **\$300.00** per Television or Digital Media Video Commercial, plus GST, HST or QST, as applicable; **\$150.00** per Radio or Digital Media Audio 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**.
- When more than three (3) Commercials are produced at the same work session, the 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
- (d) **Local and Regional Commercials** shall provide CSF payments as follows:
- **\$100.00** plus GST, HST or QST, where applicable, per Television or Digital Media Video Commercial
 - **\$50.00** plus GST, HST or QST, where applicable, per Radio Commercial or Digital Media Audio Commercial
 - ~~**\$35.00** plus GST, HST or QST, where applicable, per Digital Media Audio Commercial~~
- (e) Contract Service Fees will be payable only on the original Commercial, and in addition, Contract Service Fees shall not be payable on demo Commercials (until such demo 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.
- (f) The Engager shall be responsible for remittance of the required Contract Service Fees at the time that the session payments are made.
- (g) ACTRA shall remit 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.

2022 NCA NEW – PROPOSED EDITS

Section 30

File Name: Section 30_New NCA_2023-07-05_Tracked Changes_v8.docx

Date: 2023-07-07 10:58 AM

LEGEND

Yellow → Proposals
Orange → Agreed to Items
Turquoise → Simplified Agreed to Items
Red → Housekeeping
Green → Relocation in New NCA

Section 30 – LETTER OF ADHERENCE

3001 Binding Obligation Engagers who wish to engage ACTRA Performers in the production of their Commercials shall sign a Letter of Adherence (“LOA”) and forward the original signed copy to the National Executive Director of ACTRA, or designate. Such LOA, once executed, shall constitute a binding and irrevocable obligation to the current and any renewal National Commercial Agreement by the Engager in relation to the production of all Commercials by the Engager or by any companies that it now or in the future controls and manages. Such LOA shall be in the format provided by ACTRA..

3002 Exclusivity of Access to ACTRA Performers The Parties recognize the value of encouraging and facilitating the growth of work covered by the NCA and the importance of their partnership. Non-adhering Engagers and foreign entities producing Commercials exclusively for the Canadian market shall not have access to ACTRA Performers either directly or indirectly through other Engagers. Engagers who are not adhered to the NCA shall not have access to ACTRA Performers through third-parties, with the following exception: Third-party companies shall have the right to access Performers for the sole purpose of working with non-adhered foreign entities, whether agencies, production companies or advertisers, where the Commercial is not intended exclusively for the Canadian market (as distinct from foreign or a global campaign), provided they sign a Letter of Adherence in the format provided by ACTRA.

Commercials produced under adhered third-party companies shall not be transferred to any entity that is not the advertiser or an adhered agency.

3003 Unfair Engager During the life of this Agreement, ACTRA undertakes not to call or direct a work stoppage against any Engager, except where the Engager has been declared “unfair”. ACTRA shall have the right to declare such Engager “unfair” under the following circumstances:

- (a) the Engager fails or refuses to abide by the Grievance and Arbitration procedure or to implement a decision by an Arbitrator;
- (b) 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.
- (c) Any Engager who attempts to do work for a non-adhered Engager in violation of Article 3002.

In the event that ACTRA declares an Engager to be an “unfair Engager,” ACTRA may direct all Performers to refrain from working for, dealing with, or having any business or profession relationship with any such Engager, without injury or damage to the Performers or to ACTRA.

3004 Letter of Adherence See online resource form.

2022 NCA NEW – PROPOSED EDITS

Section 31

File Name: Section 31_New NCA_2023-06-13_Tracked Changes_v6.docx

Last Revised Date: 2023-07-07 11:01 AM

LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
Red	→ Housekeeping
Green	→ Relocation in New NCA

Section 31 – FAVOURABLE AGREEMENT

3101 Favourable Agreement Where ACTRA enters into any collective agreement involving the services of Performers in Commercials with an Engager on terms more favourable than the terms set forth herein, the ICA/ACA shall be entitled to the opportunity to become a party to that agreement. In order to take advantage of such an opportunity, the ICA/ACA shall be required to provide written notice to ACTRA that it is electing, on behalf of all Engagers who have Authorized it to bargain on their behalf, to become a party of the new agreement and forgoing its rights under the NCA. The provisions of this Section shall not apply where ACTRA negotiates agreements governing rates and conditions for local markets only.

ACTRA shall not permit its members to be engaged for Commercials in Canada by any Engager that is not bound to an agreement with ACTRA.

3102 Employees of Advertising Agencies Except for members of ACTRA, employees of the advertising agency or the production house shall not be engaged as Performers in Commercials in which such agency or production house is involved.

2022 NCA NEW – PROPOSED EDITS

Section 32

File Name: Section 32_New NCA_2023-06-09_Tracked Changes_v5.docx

Date: 2023-07-07 11:03 AM

LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
Red	→ Housekeeping
Green	→ Relocation in New NCA

Section 32 – TRANSFER OF RIGHTS

- 3201 **Transfer of Rights Required** No Engager shall sell, transfer, assign or otherwise dispose of any Commercial produced by it hereunder except to another Engager that is party and bound to this Agreement. 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.
- 3202 **Transfer of Rights Form** An Engager seeking to sell, transfer, assign or otherwise dispose of a Commercial produced by it shall enter into a Transfer of Rights Agreement with the transferee which shall include a provision, made expressly for the benefit of ACTRA, requiring such transferee to sign a Letter of Adherence (if it is not already party and bound to this Agreement) in order to assume rights over such Commercials. Such agreement shall be in the following format (Link to Transfer of Rights Form).
- 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.

APPENDIX P

National Commercial Agreement

PRIVATE AND CONFIDENTIAL

Subject to errors and omissions

2022 NCA NEW – PROPOSED EDITS

Section 32

File Name: Section 32_New NCA_2023-06-09_Tracked Changes_v5.docx

Date: 2023-07-07 11:03 AM

LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
Red	→ Housekeeping
Green	→ Relocation in New NCA

TRANSFER OF RIGHTS AGREEMENT

(To be copied in triplicate on Transferee’s company letterhead)

Date: _____

RE: Advertiser: _____

Commercial(s): _____

(Use separate sheet for additional commercials)

_____ (insert name of the Engager 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 Commercials covered by this Transfer of Rights Agreement are subject to the current National Commercial Agreement (“NCA”) to which the Transferor is party and bound.

The Transferee hereby confirms that it is party and bound to the NCA and attaches hereto a copy of its fully to executed Letter of Adherence as evidence of such status under the NCA.

OR (if the Transferee is not already party and bound to the NCA)

The Transferee hereby agrees to become party and irrevocably bound to the Agreement and any renewals thereof in order to assume rights forthe use of the commercial(s) described above. An original signed copy of a Letter of Adherence shall be sent to the National Executive Director of ACTRA prior to the execution of this Transfer of Rights Agreement.

It is expressly understood and agreed that the right of the Transferee to telecast the Commercial(s) affected by this Agreement shall be subject to and conditional upon prompt payment to the Performers involved and compensation for Session and Residual/Use fees as provided for in the NCA.

Transferee (New Engager)

Engager Name: _____

Address: _____

City: _____

Province: _____

Transferor (Previous Engager)

Engager Name: _____

Address: _____

City: _____

Province: _____

2022 NCA NEW – PROPOSED EDITS

Section 32

File Name: Section 32_New NCA_2023-06-09_Tracked Changes_v5.docx

Date: 2023-07-07 11:03 AM

LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
Red	→ Housekeeping
Green	→ Relocation in New NCA

Postal Code: _____

Postal Code: _____

Telephone: _____

Telephone : _____

Email: _____

Email: _____

Signature

Signature

Print Name

Print Name

Title

Title

2022 NCA NEW – PROPOSED EDITS

Section 33

File Name: Section 33_New NCA_2023-06-09_Tracked Changes_v4.docx

Date: 2023-07-07 11:04 AM

LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
Red	→ Housekeeping
Green	→ Relocation in New NCA

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.

ACTRA

2022 NCA NEW – PROPOSED EDITS

Section 34

File Name: Section 34_New NCA_2023-07-05_Tracked Changes_v6.docx

Last Revised Date: 2023-07-07 11:07 AM

LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
Red	→ Housekeeping
Green	→ Relocation in New NCA

Section 34 – GRIEVANCES AND ARBITRATION

It is the mutual desire of ACTRA, the ICA/ACA and Engagers that complaints and grievances be resolved as quickly as possible and the following procedures shall apply to all such complaints or grievances.

3401 General

- (a) A grievance is any difference arising out of the interpretation, application, administration or an alleged violation of the NCA, which cannot be resolved informally.
- (b) 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.
- (c) In all cases concerning one or more Performers, ACTRA, as the exclusive bargaining agent for Performers covered by the NCA, has carriage of the grievance.
- (d) Where a grievance is filed against an Engager, and the Engager is not a member of the ICA/ACA, ACTRA shall provide the ICA/ACA with a copy of the grievance.
- (e) ACTRA and the ICA/ACA shall identify a list of mutually agreed upon Arbitrators to whom grievances may be referred for arbitration. This list will be subject to additions and/or deletions from time to time with the mutual consent of ACTRA and the ICA/ACA.

3402 Complaint 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. Where such a complaint is raised, 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. ACTRA, the Engager and/or the ICA/ACA may resolve a complaint raised informally at this stage.

3403 First Stage: A Performer must advise ACTRA within thirty (30) calendar days of the date on which they raised a complaint or on which they become aware or ought to have become aware of the act or omission giving rise to any grievance.

- (a) A party may initiate a grievance within sixty (60) calendar 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. A grievance shall be considered initiated when the grieving party (ACTRA, the ICA/ACA or the Engager) sets forth in writing the facts giving rise to the dispute, the relevant sections of the NCA or of the individual contract and the remedy sought, and delivers the grievance to the other party to the grievance.
- (b) The responding party shall reply, in writing, to the grieving party within fifteen (15) calendar days of receiving the grievance.
- (c) The parties shall meet within ten (10) calendar days of the responding party providing its written reply, to try and resolve the grievance. Where the grievance is filed on behalf of an individual Performer, or group of Performers their presence at the Second Stage Meeting may be required by ACTRA. All statements made by the parties (including any Performer) during the Stage Two Meeting shall be made without prejudice and may not be referred to at Arbitration.

3404 Grievance Commissioner If the parties are unable to resolve the grievance at Stage One, they may, upon mutual agreement, refer the grievance to a Grievance Commissioner in writing within 5 calendar days of the Stage One meeting. The parties, when referring a grievance to the Grievance Commissioner shall also provide them with the grievance and Stage One reply.

2022 NCA NEW – PROPOSED EDITS

Section 34

File Name: Section 34_New NCA_2023-07-05_Tracked Changes_v6.docx

Last Revised Date: 2023-07-07 11:07 AM

LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
Red	→ Housekeeping
Green	→ Relocation in New NCA

- (a) ACTRA and the ICA/ACA shall agree to a list of Grievance Commissioners, which shall be composed of three (3) arbitrators and will be subject to additions and/or deletions from time to time, with the mutual consent of the ICA/ACA and ACTRA. The order of names on the List shall rotate as follows:
- (i) When a grievance is referred to the Grievance Commissioner, the Grievance Commissioner shall be the arbitrator whose name is first on the list at the time the grievance is referred under this section.
 - (ii) The Grievance Commissioner shall convene a hearing within sixty (60) days of the matter being referred to them. The parties agree to schedule hearings on evenings and/or weekends if it is necessary to ensure the matter can be fully resolved or decided within a period of 60 days.
 - (iii) If the Grievance Commissioner is not able to offer a hearing date within 60 days of referral, the arbitrator whose name is second on the list must be selected as Grievance Commissioner, provided they can offer a hearing date within 60 days. The selection process shall continue until a Grievance Commissioner is able to provide the parties with a hearing date which is within 60 days. In the event that the Grievance Commissioner List is exhausted without finding a Grievance Commissioner able to so provide a hearing date, the arbitrator whose name was first on the list at the time of the referral of the grievance to arbitration will be selected as the Grievance Commissioner.
 - (iv) The name of an arbitrator will be placed at the bottom of the list when they become seized of a grievance, or where they advise the parties that they are unable to provide a hearing within 60 days.
- (b) A Grievance Commissioner shall have the same powers and be subject to the same limitations as a single arbitrator under the Section 3405, 3406 and 3407.
- (c) Ten (10) calendar days prior to the Grievance Commissioner hearing, the parties shall exchange, at a mutually agreed upon time, with one another and provide a Statement of Facts Agreed and Not Agreed, as well as a brief written representation, to the Grievance Commissioner. A party that does not supply the Grievance Commissioner and/or the other party with its written representations at the agreed upon time may be barred from providing it later unless the Grievance Commissioner decides otherwise.
- (d) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make such further representations or present such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to follow the rules of evidence. The representations of the parties at the Grievance Commissioner hearing shall be without legal counsel.
- (e) The decision of the Grievance Commissioner shall only be applicable to the grievance in question and shall not constitute a precedent nor be relied upon or used by any party for any purpose (other than to enforce the decision) in future grievances. Furthermore, the decision of the Grievance Commissioner shall be consistent with the provisions of the NCA and shall be limited in its applicability to the grievance referred to the Grievance Commissioner.
- (f) ACTRA and the Engager and/or the ICA/ACA shall each be responsible for one half of the expenses of and the fees payable to the Grievance Commissioner.
- (g) The Grievance Commissioner must render their decision in writing without reasons within seven (7) calendar days of the conclusion of the hearings. Upon request by either party after their decision

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2022 NCA NEW – PROPOSED EDITS

Section 34

File Name: Section 34_New NCA_2023-07-05_Tracked Changes_v6.docx

Last Revised Date: 2023-07-07 11:07 AM

LEGEND

Yellow	→ Proposals
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Red	→ Housekeeping
Green	→ Relocation in New NCA

has been rendered the Grievance Commissioner shall deliver brief reasons, but such reasons shall not form part of their decision.

3405 Arbitration 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 Section 3403 above, shall notify the other party in writing of its desire to submit the difference or allegation to a single Arbitrator.

- (a) A grieving party seeking to refer any matter to Arbitration shall give notice to the responding party in writing of its desire to refer the grievance to Arbitration, within thirty (30) calendar days of the Stage Two Meeting.
- (b) At the same time as the grieving party provides notice under 3405(a), it shall also identify an Arbitrator, from the mutually agreed upon list of Arbitrators identified in 3401(e), to act as sole arbitrator. The Arbitrator must be able to provide the parties with a hearing date which is within ninety (90) calendar days of the date of the referral of the grievance to Arbitration or such other date as is agreed to by the parties.
- (c) The recipient of the notice shall respond within fourteen (14) calendar days, either agreeing to the proposed Arbitrator, or suggesting alternative Arbitrators.
- (d) If the parties cannot agree on an Arbitrator within thirty (30) calendar days, either party may request the Minister of Labour, in 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)*

3406 Powers of Arbitrator The Arbitrator shall not alter, amend, add to or delete from the terms of this NCA. 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).

3407 Arbitrator's Decision The Arbitrator shall be empowered to issue a final and binding decision and will enable the grieving party to exercise all rights and benefits provided by the NCA. The Arbitrator shall, in establishing entitlement to such rights and benefits, render a decision that they consider is warranted under the circumstances, including redress in the form of damages.

3408 Association Status In any grievance against an Engager, the ICA/ACA may request that the Arbitrator grant the ICA/ACA intervener status.

2022 NCA NEW – PROPOSED EDITS

Section 35

File Name: Section 35_New NCA_2023-07-05_Tracked Changes_v7.doc

Date: 2023-07-07 11:09 AM

LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
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Red	→ Housekeeping
Green	→ Relocation in New NCA

Section 35 – PERIOD OF OPERATION

3501 **Term of Agreement** This Agreement shall come into effect on MMM DD, YYYY, and shall remain in full operation until MMM DD, YYYY.

NEW Minimum Fees and Rates: Effective MMM DD, YYYY, , there shall be a general increase of XX percent (XX%) in all fees and rates. Effective MMM DD, YYYY, there shall be an additional general increase of XX percent (XX%) in all fees and rates. Effective MMM DD, YYY, there shall be an additional general increase of XX percent (XX%) 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 MMM DD, YYYY . Residuals/Use 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 MMM DD, YYYY has expired. Residual/Use payments for subsequent cycles of such Commercials shall be paid at the Residual/Use rates provided for in this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed this DD day of MMM, YYYY.

ACTRA

The Institute of Communication Agencies
and
The Association of Canadian Advertisers

LEGEND	
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RATES AND CONDITIONS FOR PERFORMERS IN LOCAL AND REGIONAL COMMERCIALS

Article 1 – APPLICATION AND RECOGNITION

101 **Limitation** This section of the National Commercial Agreement is limited as follows:

- (a) **Local Advertisers** Commercials produced for advertising of products or services advertised or distributed on a local or regional basis.
- (b) **Geographic Areas** Commercials produced within the following geographic areas:

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

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

- (c) **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 otherwise conforms to the above limitations, 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.

102 **National Agreement Shall Govern**

- (a) Where a question arises about terms and conditions of engagement of a Performer and this Local and Regional Section is silent on the matter, or where a dispute as to the interpretation of any term set out herein arises, the corresponding provisions of the National Commercial Agreement shall govern.
- (b) **Fee Shall Not Exceed National Agreement** In any event, the minimum Session or Residual/Use fee payable to a Performer under this Local and Regional section shall under no circumstances exceed the comparable minimum Session or Residual/Use fee in the National Commercial Agreement.

103 **Subsequent Use** Where any Commercial has been produced in accordance with the provisions of this Section and is subsequently used beyond the limits imposed by this Section, the Engager shall pay to the Performers concerned a step-up fee to meet the rates and conditions of the National Commercial Agreement.

Article 2 – PREFERENCE OF ENGAGEMENT

201 **Preference to ACTRA Members in Location Where the Commercial is to be Produced** The Engager agrees that ACTRA Members in the location where the commercial is to be produced will receive

2022 NCA NEW – PROPOSED EDITS
ADDENDUM NO. 1: LOCAL AND REGIONAL COMMERCIALS
File Name: Addendum 1_New NCA_Tracked Changes_2023-07-04_v9.docx
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LEGEND	
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Red	→ Housekeeping
Green	→ Relocation in New NCA

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 this above provision.

- 202 **Non-residents Prohibited** The engagement of Performers who are not residents of Canada is prohibited under this Local and Regional section, 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 National Commercial Agreement.

Article 3 – WORK SESSION AND WORK SESSION PAYMENTS

- 301 **Minimum Fees** The rates provided herein are the minimum fees to be paid to Performers engaged in Commercials produced within the geographical jurisdiction of this Local and Regional section.
- 302 **Session Rate Chart (Video Only)** A basic work Session shall not consist of more than six (6) consecutive hours in any day, excluding one (1) meal period of at least one (1) hour but no longer than one and one-half (1 1/2) 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 Rate Chart).

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 and a half (1½) minutes of finished Commercials (See Rate Chart).

Article 4 –RESIDUAL/USE RATE CHARTS

401 **Television Residual/Use Rate Chart**

402 **Radio Session and Residual/Use 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.
- (b) Where a local or regional Commercial is used in another region covered by these terms, 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) **British Columbia Market** Performers engaged in radio Commercials produced in accordance with this Section 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.

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403 Digital Media Commercials: Limitations

- (a) **Limitations** Digital Media Commercials produced for Local & Regional Use must respect the geographic limitations as set out above. The Engager will use “geo-fencing” (i.e., defined by a virtual boundary on a geographic region) and make best efforts to ensure that the Use is restricted to the area of use within the limitations of this Section.
- (b) **Local Advertisers** Further to the limitations for Local Advertisers, Digital Media Commercials produced for Local & Regional Use 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.

404 Digital Media Residual/Use Rates (Video only)

405 Digital Media Session & Residual/Use Rates (Audio only)

- 406 **Out of Home Residual/Use Rates** For a Commercial used solely for Out of Home media, Performers shall be paid fifty percent (50%) of the applicable broadcast Residual fees for such Use. If however, the Commercial is concurrently being broadcast in television or on radio, no additional fees will apply.

Article 5 – CONDITIONS RESPECTING USE AND REUSE

501 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 Dormant and unusable. When a commercial becomes Dormant, the Performer shall immediately be released from all exclusivity and product conflict responsibilities.
- (b) Where the Engager wishes to reactivate a Dormant 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 at the time of the proposed broadcast.
- (c) When the Engager wishes to reactivate a Dormant 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.

- 502 **Maximum Period of Use and Reuse** The maximum period of use of a Commercial [except for seasonal commercials] 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 the National Commercial Agreement.

LEGEND	
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Article 6 – LOCAL/REGIONAL LETTER OF ADHERENCE

601 Engagers who agree to be bound by this Section 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.

2022 NCA NEW – PROPOSED EDITS
ADDENDUM NO. 2: NATIONAL SHORT-LIFE COMMERCIALS, TELEVISION AND RADIO

File Name: Addendum 2_New NCA_Tracked Changes_2022-07-05_v5.docx

Last Revised Date: 2023-07-07 11:19 AM

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ACCEPTED

LEGEND

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2022 NCA NEW – PROPOSED EDITS

Name: Addendum 3_New NCA_2023-07-05_Tracked Changes_v4.i

Date: 2023-07-07 11:21 AM

**ADDENDUM No. 3
INFORMERCIALS**

ACCEPTED

LEGEND

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Red → Housekeeping
Green → Relocation in New NCA

2022 NCA NEW – PROPOSED EDITS*File Name: Addendum 4_New NCA_2023-07-05_Tracked Change_v3.docx**Date: 2023-07-07 11:36 AM***WORK PERMIT FEES**

EFFECTIVE MARCH 1, 2023

Qualifying work permits toward ACTRA membership are now capped at three (3) for non-members who are Canadian Citizens or Permanent Resident Performers. A non-member who has reached their cap of three (3) qualifying work permits and elects not to join ACTRA will be required to pay a surcharge of an additional 100% of the applicable work permit fee should additional work permits be approved under extraordinary circumstances or in accordance with an exception noted in ACTRA's Constitution.

On each commercial work session, work permits must be purchased prior to commencement of work.

Canadian and Permanent Resident Performers

	Apprentice Member AABP (ACTRA Additional Background Performer)	Non-ACTRA Performer
Performers (all categories except Background and Group Background Performers):		
1st work permit	\$343.75	\$412.50
2nd and 3rd 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 3rd permits	\$175.00	\$210.00
Adult Background Performers (except Group Background Performers):		
1st work permit	\$156.25	\$187.50
2nd and 3rd permits	\$106.25	\$127.50
Minors under 16 years of age (Background Performers):		
1st work permit	\$112.00	\$135.00
2nd and 3rd permits	\$68.75	\$82.50
Group Background Performers		
Each GBP permit*	\$50.00	\$60.00
Standby babies (under three years)	\$18.75	\$22.50

*The Engager shall pay the applicable work permit fees to ACTRA for each non-ACTRA member Performer. A list of names and address for all Performers shall be forwarded to the local ACTRA office where the production is taking place not later than ten (10) working day after the Session.

The above fees apply to each National Commercial Session.

Local and Regional Commercials

Performers (all categories except Background and Group Background Performers)	\$43.75	\$52.50
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LEGEND

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2022 NCA NEW – PROPOSED EDITS

File Name: Addendum 4_New NCA_2023-07-05_Tracked Change_v3.docx

Date: 2023-07-07 11:36 AM

Non-Canadian Performers

- (a) Commercials Produced For Canadian/U.S. Use:**
\$1,012.50 per Commercial, up to a maximum of 3 per Performer **3 x \$1,012.50 = \$3,037.50**
- (b) Commercials Produced For U.S. Use Only:**
\$412.50 for each Commercial per non-Canadian Performer
- (c) Voice Patch Waiver Fee (National Commercial):**
\$1,012.50 per Commercial, up to a maximum of 3 x \$1,012.50 = \$3,037.50
- (d) Voice Patch Waiver Fee (Local & Regional Commercial):**
\$506.25 per Commercial, up to a maximum of 3 waiver fees per pool of Commercials during the same Session: **\$1,518.75**

2022 NCA NEW – PROPOSED EDITS

APPENDIX A

File Name: Appendix A_New NCA_2023-07-05_Tracked Changes_v3.docx

Date: 2023-07-07 11:40 AM

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**CANADA AND U.S. UNIT CALCULATIONS
AS PER ARTICLE 2403**

ACCEPTED

LEGEND

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2022 NCA NEW – PROPOSED EDITS

File Name: Sideletter No.7_New NCA_Tracked Changes_2023-07-05_v3.docx
Date: 2023-07-07 11:42 AM

SIDE LETTER NO. 7

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Red → Housekeeping
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2023 NCA NEW – PROPOSED EDITS

File Name: Sideletter No.TBC_New NCA_Bundles_Tracked Changes_2023-07-05_v3.docx

Date: 2023-09-18 2:12 PM

SIDE LETTER NO. TBC

TV/Digital Media/Out of Home (Video) Bundle 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”)

New side letter that will expire upon 1 year from ratification of the NCA.

Objective:

This is a pilot project for organizing purposes as we simplify and modernize the agreement to create new work opportunities, bringing non-union work to ACTRA and its partner agencies and advertisers.

Term:

The Parties recognize and agree that the Pilot Project is a Side Letter that forms part of the NCA for the first year of the term of this agreement (XXX XX, 202X to XXX XX, 202X). The Pilot Project will expire XXX XX, 202X.

This Pilot Project is for commercials produced in English Canada for Canadian use only.

Except where the provisions of this pilot project provide otherwise, the provisions of the NCA shall apply.

Minimum Rates

The Bundles option rates are minimums and subject to negotiation. The minimum rates per Commercial, exclusive of Session and related fees, I&R and taxes are:

	<u>1 Year</u>	<u>6 Months</u>	<u>13 Weeks</u>
<u>Principal Performer (PP)</u>	<u>\$7,200.00</u>	<u>\$4,000.00</u>	<u>\$2,400.00</u>
<u>Silent on Camera (SOC)/Stunt (ST)</u>	<u>\$5,260.00</u>	<u>\$2,960.00</u>	<u>\$1,770.00</u>
<u>Voice Over (VO)/Solo Singer (SS)</u>	<u>\$3,900.00</u>	<u>\$2,190.00</u>	<u>\$1,310.00</u>
<u>Group Singer (GS)</u>	<u>1,990.00</u>	<u>\$1,110.00</u>	<u>\$670.00</u>

Qualifications and Conditions:

1. Bundles are available for original new productions only. The Bundles do not apply to edits and subsequent cycles for commercials produced prior to the ratification of this agreement (XXX XX, 202X).

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2023 NCA NEW – PROPOSED EDITS

File Name: Sideletter No.TBC_New NCA_Bundles_Tracked Changes_2023-07-05_v3.docx

Date: 2023-09-18 2:12 PM

2. The Bundle Use periods are for concurrent Television, Digital Media, and Other Media/Out of Home Use.
3. Engagers **must** indicate the Bundle option on the Casting Breakdown, Intent to Produce, and Performer Contract. Bundles cannot be accessed without this declaration.
4. All performers engaged in the commercial must be offered the same option (i.e.: no mixing of tables/charts and bundles).
5. Subsequent 13-week or 6-month bundle options may be renewed without re-contracting. For clarity, bundles shall be paid for subsequent cycles where the cycle date begins before the expiry of the Pilot Project (XXX XX, 202X). If moving from Bundles to tables, the Engager must seek permission from the Performer.
6. Dormancy only applies to the 13-week Bundle option.
7. Product Conflicts apply to Bundle options as it includes Television and Other Media/Out of Home Use.

Payment Details

1. Residuals for bundle options are guaranteed and pre-paid upfront for the duration of the cycle selected. Payments shall be made not later than fifteen (15) business days after the work Session.
2. Payment Remittances must indicate the Bundle Option selected.
3. The cycle (13 weeks, 6 months or 1 year) shall begin within thirteen (13) weeks from the last work Session.
4. Cycle declarations shall be provided to the union twenty (20) business days from the beginning of the cycle, if the cycle isn't declared with the Bundle payment.
5. An Engager cannot move from tables/charts to Bundles.
6. Bundle payments for subsequent cycles are due within twenty (20) business days from the first day of the new Bundle cycle.
7. ACTRA Apprentice Member and Non-Member Service Fee Deductions apply.

Commitments

The Parties agree to collect and share data related to the Pilot Project and discuss next steps.

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2023 NCA NEW – PROPOSED EDITS

File Name: Sideletter TBC_Preference to Industry_2023-09-18_v3.docx

Date: 2023-09-18 2:13 PM

SIDE LETTER NO. TBC**Preference to Industry Stakeholders who Access ACTRA Talent**

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 the ICA/ACA commit to increase work opportunities for ACTRA Performers through an exclusivity access model, whereby all Parties will ensure preference of engagement is given to Talent Agents and Casting Directors who represent and engage/hire a majority/at least 75% of ACTRA performers.

Both parties agree to meet with Talent Agents and Casting Directors during the term of the agreement to improve/establish the industry standard.

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