

2022 NCA NEW – PROPOSED EDITS
Section 1

File Name: Section 1 New NCA 2023-06-07 Tracked Changes v5.docx Section 1 New NCA 2022-06-07_T
Last Revised Date: 2023-06-13 3:34 PM 2023-06-PM

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~~ ~~103~~ **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 Communication Canadian Agencies (ICA), and the Association of Canadian Advertisers (“ACA”).

Commented [KAV1]: NOTE: Relocated from Article 103.

~~101~~ An Engager (as defined in Section 404) who signs a Letter of Adherence Agreement shall also become party and irrevocably bound to the NCA.

Commented [KAV2]: NOTE: Update article reference once known.

~~102~~ ~~104~~ **Recognition** The ICA and ACA Parties and all Engagers recognize that ACTRA is as a trade union, as has been determined by the Ontario Labour Relations Board, and that it is duly authorized to represent each and all Performers working under this Agreement. The Engagers also recognize ACTRA as a trade union representing Performers with respect to all minimum rates and working conditions provided for in this Agreement 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.

Commented [KAV3]: NOTE: Relocated from Article 104.

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 this the NCA national Agreement on their behalf.

Commented [KAV4]: NOTE: Update reference as available.

~~103~~ ~~105~~ The Parties acknowledge that in Quebec, ACTRA is recognized under the *Act respecting the professional status and conditions of engagement of performing, recording and film artists (R.S.Q., c. S-32.1)* and is thus empowered to conclude group agreements with producers and associations of producers for all Performers in the recording of commercial advertisements. If any divergence exists between this Agreement and the Act, the Act will prevail.

Commented [KAV5]: NOTE: Simplification of language to recognize both Parties and that ACTRA is recognized as a Trade Union.

~~104~~ ~~101~~ **Application of Agreement** The terms and conditions of this NCA Agreement shall apply to all Performers engaged by an Engager for persons who are members of or who are eligible for membership in the Alliance of Canadian Cinema, Television and Radio Artists (hereafter referred to as “ACTRA”) with respect to C-commercials for television and radio produced in Canada save and except for:

Commented [KAV6]: NOTE: Relocated from Article 101.

(a) ~~except for these C-commercials~~ produced under the jurisdiction of the Union des Artistes (“UdA”) and the Canadian Federation of Musicians (“CFM”);

(b) ~~and also, subject to Article 2401, to television C-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

Commented [KAV7]: NOTE: Update article reference once available.

(c) ~~radio or television C-commercials engaging a staff announcer that are broadcast only on the radio or television station employing that announcer, nor to television commercials engaging a staff announcer that are broadcast only on the television station employing that announcer.~~

~~105~~ ~~101~~ **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 Commercial otherwise produced under ACTRA’s jurisdiction, will be permitted upon payment of a waiver fee of **\$1,012.50** per Performer, per C-commercial. A maximum of three (3) waiver fees

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~~totalling~~ totaling \$3,037.50 will be permitted per pool of ~~Ce~~ 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.

~~102~~ 106 **Commercials Produced in Foreign Location** This refers to ~~Ce~~ commercials produced in a foreign location for ~~U~~ use in Canada that engage permanent Canadian residents as referred to in ~~Article 104~~ 104. This Agreement shall apply also to Performers in residual categories who are resident in such foreign locations and who are engaged for such ~~Ce~~ commercials, when there is no other Performers' union jurisdiction exercised in that locality. However, when there is another Performers' union exercising jurisdiction under the foregoing circumstances:

Commented [KAV8]: NOTE: Update article reference as available.

- (a) The terms and conditions of this Agreement shall apply to all Performers engaged for a ~~Ce~~ 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 ~~Ce~~ 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 Ce~~ commercial and forward it to ACTRA.
- (c) Other than in the United States, ~~Ce~~ 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 ~~Ce~~ commercial, and forward it to ACTRA.

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

Commented [KAV9]: NOTE: Relocated to Article 101.

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

Commented [KAV10]: NOTE: Relocated to Article 102.

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

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

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

Commented [KAV11]: NOTE: Relocated to Article 103.

~~107~~ ~~106~~ **Extraordinary Circumstances** The Parties to this Agreement agree that in extraordinary circumstances the conditions provided herein may be modified by mutual agreement. An Engager

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intending to produce a Commercial that requires special consideration, because the nature of the Commercial is such that the Agreement provisions were not designed to cover it, may seek this mutual agreement by submitting an application in writing to the Parties in advance of the production. The application shall fully outline the circumstances and remedy sought. One copy of the application shall be filed with the Advisor of Talent Issues 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 Advisor of Talent Issues, ICA/ACA and the National Executive Director of ACTRA.

~~3101~~ 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.

Commented [KAV12]: NOTE: Formerly section 3101

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Section 2

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Section 2 – PERFORMANCE CATEGORY DEFINITIONS: TELEVISION

~~201~~ Preamble For the purpose of this Agreement, all Performers shall be classified exclusively within the definition of Section 2 herein.

~~201~~ ~~207~~ Background Performers (BP) – (Non-Residual Category) Background Performers (BP) may be divided into two categories as follows: (a) Background Performer 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 Stands-by, Stands-in for or Understudy for another Performer within the meaning outlined below, except as modified within the definitions.

~~202~~ ~~212~~ Cartoonist (C) means a Performer who draws cartoons or caricatures as part of a performance and who may or may not be seen on camera. For the purpose of this Agreement, Cartoonists shall be classified, contracted and paid as Principal Performers. This definition does not include “animator,” as that term is generally understood to apply to an artist whose illustrations may be photographed after they have been drawn.

~~216~~ ~~203~~ Choreographer means a Performer who creates dance numbers, routines, specialized dance steps and/or movements. The fee shall be negotiated between the Choreographer and the Engager.

~~209~~ ~~204~~ Dancers may be classified as follows:

~~(b)~~(a) Solo Dancer (SD) A Solo Dancer (SD) or any Group Dancer who dances alone to more than nine (9) consecutive bars of music shall be classified as a Principal Performer.

(b) Group Dancer (GD) is a Performer engaged in choreographed group dancing and shall be classified as a Silent-On-Camera Performer. Group Dancers performing unchoreographed dancing as provided for in Article 207(a)(ii) shall be classified as Background Performers.

A Group Dancer who provides any performance additional to that of dancing shall be reclassified, contracted and paid in the higher-paying-at the applicable performance category.

~~205~~ ~~206~~ Demonstrator (Demo) – (Non-Residual Category) is a Performer engaged to demonstrate a product but whose face is not recognizable, and shall include body-costume Performers.

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~~206~~ ~~207 (b)~~ **Group Background Performer (GBP)** – (Non-Residual Category) means a Performer engaged as part of a group, and who shall always appear in a crowd scene and shall not be given individual direction nor appear in scenes as an individual. A minimum of six (6) Group Background Performers must be engaged and given the same call and wrap times. Refer to Article 804 for work permit fees.

Commented [KAV1]: Agreed to Language - 2022-Jan-28 at 14h00

~~207~~ ~~302~~ **Multiple Voice (MV)** is ~~a performance category~~ applicable to Performers engaged in ~~in radio~~ Commercials for Audio Use only, including:

Commented [KAV2]: NOTE: Relocate to group with Audio definitions

(a) a Singer engaged to sing in a group of two (2) or more;

~~(b) an Actor Performer engaged to execute or interpret a role in a dramatic form of presentation voice a role~~ when three (3) or more ~~Actors-Performers~~ are engaged in a Commercial.

Commented [KAV3]: NOTE: Articles moved from Section 3 of the old NCA.

~~201~~ ~~202~~ **Performer** includes anyone who is seen in whole or in part (including use of photographs as defined in Section 22) or whose voice is heard, or anyone whose off-camera actions result in an on-camera performance, such as a ~~Puppeteer (Article 211) or Cartoonist (Article 212).~~

Commented [KAV4]: NOTE: Article 202 (Performer definition) moved to Section 4.

~~208~~ ~~203~~ **Principal Performer (PP)** includes an ~~actor performer~~, announcer, Solo Singer (~~note Articles 205 and 208~~) or Solo Dancer (~~note Article 209~~) whose face (excluding a Demonstrator as defined in Article 206) appears on camera and who at the same time provides any signing or voicing, including dialogue, thought process or singing, that is related to his or her on-camera role. A person who mimes a pantomime performance (e.g., ~~Adrian Pecknold~~) or anyone performing in a ~~Specialty Act~~ shall be classified as a Principal Performer.

~~202~~ ~~209~~ ~~211~~ **Puppeteers (PT)** are Performers who are engaged in a commercial to operate puppets or marionettes or to provide special visual effects, and whose voices may or may not be heard on camera. 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.

Commented [KAV5]: NOTE: Suggestion to streamline language as this role isn't used much.

~~(a)~~ ~~When puppets or marionettes are provided to the Puppeteer by the Engager, sponsor or advertising agency for the purpose of the engagement, the Puppeteer shall be categorized and paid both Session Fee and residuals as a Silent-On-Camera Performer.~~

~~(b)~~ ~~When the puppets or marionettes are the property of the Puppeteer, the Puppeteer shall be categorized as a Silent On Camera Performer with an additional step up in Session Fee of no less than fifty percent (50%) of the Silent-On-Camera Session Fee. Such Performer's residual payments, however, shall not be less than the minimum Silent-On-Camera use payments provided for in this Agreement.~~

~~(c)~~ ~~When a Puppeteer provides voicing for a puppet or puppets, he/ she shall be categorized and paid both Session Fee and residuals as a Principal Performer. If subsection (b) above is applicable, the step-up in session fee shall be no less than fifty percent (50%) of the Principal Performer Session Fee.~~

~~(d)~~ ~~When a Puppeteer is engaged in a commercial to manipulate, control or handle special visual effects (other than puppets or marionettes) that are provided by the Engager, the Puppeteer shall be entitled to a fee~~

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~~no less than the Session Fee for a Principal Performer, but shall not be entitled to residual payments unless previously negotiated.~~

~~(e) When a Puppeteer is engaged in a commercial to manipulate, control or handle special visual effects, and where physical or implied lip sync is involved, residuals shall be payable. Where the Engager supplies the property, residuals shall be paid as for a Silent-On-Camera Performer~~

~~Where the Performer supplies the property, residuals shall be paid as for a Principal Performer.~~
~~202~~

~~203~~ **210 204-Silent-On-Camera (SOC)** means a Performer not otherwise classified as a Principal Performer (PP), whose face is clearly recognizable on camera, when screened as the viewer would see it, for two-thirds (2/3) of a second or more.

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

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

Miming Dialogue A Silent-On-Camera Performer who is required to mime dialogue or lyrics for post-synchronization purposes, when such Performer's voice is not in fact being preserved for use purpose, shall be paid a step-up fee of not less than an additional fifty percent (50%) of the Silent-On-Camera Session Fee or Recall fee for each day, in addition to all other compensation for the session. Residual fees shall be paid at the Silent-On-Camera Performer category rate.

~~208 Singers:~~

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

~~(a)~~ ~~A Solo Singer is a performer who sings alone.~~

~~(a)~~

~~(a)~~ ~~A Group Singer is classified as (2) two or more Singers.~~

~~(b)~~

~~(c) All off-camera Group Singers shall be categorized as Group Singers except for the off-camera Group Singer who, in addition to group singing, sings alone and is featured prominently for four (4) seconds or who sings the product name or slogan, in which case he/she they shall be reclassified as a Solo Singer and paid as a Voice-Over Performer.~~

~~(d) Group Singers in a group of thirteen (13) or more, when appearing on camera as a choir or choral group, shall be classified as Group Singers, except for a Singer in such a group who, in addition to group singing, sings more than nine (9) consecutive bars of music alone, in which case they shall be reclassified as a Principal Performer.~~

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

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

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

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~~212~~ ~~301~~ **Single Voice (SV)** is a performance category applicable to Performers engaged in radio Commercials for Audio Use only, including:

- ~~(a)~~ an Announcer who delivers narration, continuity material or a ~~commercial~~ **Commercial** message;
- ~~(a)~~
- ~~(b)~~ a Solo Singer ~~engaged to sing alone~~;
- ~~(b)~~
- ~~(c)~~ an Actor Performer engaged to ~~execute or interpret voice a role in a dramatic form of presentation~~ when one (1) or two (2) Actors Performers are engaged in a Commercial. ~~When one (1) or two (two) Actors and an Announcer are engaged in the same commercial, they shall be categorized as Single Voice.~~

~~201~~ ~~210~~ **Specialty Act (SA)** means any variety act, either individual or group, that is available, except for camera rehearsal, as a rehearsed entity ready for performance prior to engagement, or that has been adapted to suit the technical requirements of the engagement. Costumes shall not be required unless specified as a prior condition of engagement. Anyone performing in a specialty act shall be classified as a Principal Performer and shall be paid a step-up fee of not less than fifty percent (50%) of the Principal Performer Session Fee. Residual payments shall not be less than the minimum provided for in this Agreement.

~~213~~

~~203~~ ~~207~~ (a) **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, ~~he/she/they~~ shall be upgraded in category as follows:

~~204~~ ~~214~~

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

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

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

~~215~~ ~~207~~ (a) **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~~ ~~213~~ **Stunt Coordinator (ST/C) (Non-Residual Category)** The Stunt Coordinator, who is knowledgeable in the engineering of stunt work, ~~may shall be hired engaged~~ to be responsible for the ~~casting and~~ supervision of Stunt Performers, coordination of stunts and/or action sequences and coordination of Performer action. ~~This is a non-residual category. The Stunt Coordinator cannot perform as a Stunt Performer on the same set.~~

Commented [KAV6]: NOTE: Relocate to group with Audio definitions

Commented [KAV7]: NOTE: See New Proposal in Section 18 to provide a new definition for "Audio Use".

Commented [KAV8]: Agreed to item - 2022-Feb-11 at 11h00

Minor edit to language - replaced "must" with "shall" and "hired" with "engaged and relocating 'non-residual category' language to the title for consistency with other definitions.

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~~217~~ ~~214~~ **Stunt Performer (ST)** means a Performer specially trained in the performance of stunt work as the term is generally understood in the industry, relating to the performance of dangerous risks not normally expected of the average Performer.

~~2022~~ ~~18~~ ~~207~~ (a) **Understudy (US) Background Performer** is a Performer who learns another Performer's part in order to be ready and able to substitute for or replace such other Performer at short notice. 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, ~~he/she they~~ shall be upgraded in category as follows:

If the performance is not recorded or preserved, the Understudy shall ~~nonetheless be elevated~~ upgraded to the applicable category of performance ~~fulfilled and the Understudy shall be paid the session Fee only for that category of performance. category however residual payments shall not apply. There shall be no residual payments.~~

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

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

~~219~~ ~~205~~ **Voice-Over (VO)** refers to a Performer engaged to provide an off-camera voice ~~including, and includes but not limited to, a Solo Singer. S~~ sneezing, sobbing or laughing ~~shall be considered voicing.~~ Voice-Over Performers engaged for commercials produced outside ACTRA's jurisdiction will be categorized and paid session and residual fees as a Principal Performer ~~in accordance with Article 2401 of this Agreement.~~

~~220~~ ~~215~~ **Voice-Over/Lip Sync** means a Performer engaged to provide an off-camera voice to match the on-camera performance of another Performer or to match a completed filmed animation. A Voice-Over/Lip Sync shall be categorized and paid as a Principal Performer for the Session Fee only. Residual fees shall be paid at the Voice-Over category rate.

Commented [KAV9]: NOTE: Removed Stunt Performer definition from Article 1701 c. to avoid duplication in the agreement. This definition is stronger language.

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Section 3

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~~Section 3 – PERFORMER DEFINITIONS- RADIO~~ Section 2 PERFORMANCE CATEGORY DEFINITIONS (AUDIO)

~~301—Single Voice (SV) is a performance category applicable to Performers engaged in radio commercials, including:~~

- ~~(a) an Announcer who delivers narration, continuity material or a commercial message;~~
- ~~(b) a Solo Singer engaged to sing alone;~~
- ~~(c) an Actor engaged to execute or interpret a role in a dramatic form of presentation when one (1) or two (2) Actors are engaged in a commercial, they shall be categorized as Single Voice.~~

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

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

Commented [KAV1]: NOTE: Articles 301 & 302 have been relocated to Section 2. Performance Definitions will be grouped by Video and Audio - see Table of Contents.

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Section 4

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Section 4 – DEFINITION OF TERMS

- 401 ~~420~~ **Body Costume** means a large bulky costume, e.g., Mickey Mouse, Fred Flintstone, robotic head, etc. ~~(Demonstrator). See Article 206, Demonstrator.~~
- 402 ~~418~~ **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 ~~402~~ **Television Commercial** is an advertising ~~or commercial~~ message that depicts or mentions an ~~sponsor's~~ advertiser's name, product or service, ~~generally not less than ten (10) seconds nor more than three (3) minutes in length.~~ Each entity shall be classified as a commercial. Any change, revision, addition or other modification, except as provided for in this Agreement, shall be classified as a separate Commercial and paid for as such. ~~(Note also Article 404, Billboard; and Section 19, Editing of Commercials)~~
- ~~403~~ **Radio Commercial** is a commercial announcement or advertising message for radio transmission, not exceeding two (2) minutes in length.
- ~~404~~ **Billboard** is one of or a combination of a program introduction, sign-off, cross-plug or cross-reference, and shall be limited to inclusion of the sponsor's name, product or service and the "claim" (as the term is commonly understood in the industry) for such product or service, but may not include any other commercial message on behalf of such product or service (e.g., "This show is brought to you by [sponsor]— We bring good things to life"). See Article 1809, Television Rates, and Article 2103(a), Radio Rates.
- ~~405~~ **Dealer Commercial** is a commercial made for a manufacturer or distributor of a product or service that is to be delivered to dealers in such products or services for broadcasting by such dealers on local stations, where the station time is contracted by the dealer.
- 404 ~~401~~ **Engager** refers to any person, advertising agency, ~~advertiser, company,~~ corporation or organization ~~otherwise~~ (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 ~~Television, Radio or Digital Media C~~ommercial ~~created/produced~~ by the Engager.
- ~~404~~ ~~405~~ ~~422~~ **Hold** is a courtesy device, to which there is no obligation attached, to the Performer by the Engager or its representative until a confirmed booking is received. A ~~H~~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 ~~H~~hold for [date]. Please keep this date free . . ." are not permitted.
- ~~406~~ ~~423~~ ~~Joint Promotions~~ See Article 1216421 ~~OMNI~~ means recorded, unrecognizable, atmospheric sounds or words to be used to create crowd noises or non-scripted lines.
- ~~203~~ **Performer** includes anyone who is seen in whole or in part (including use of photographs ~~as defined in Section 2~~) or whose voice is heard, or anyone whose off-camera actions result in an on-camera performance, such as a Puppeteer ~~(Article 211) or Cartoonist (Article 212).~~

- Commented [KAV1]: RELOCATE IN NEW NCA**
 Move to Part B - Wardrobe
- Commented [KAV2]: RELOCATE IN NEW NCA**
 Move to Part B - Bookings and Contracts
- Commented [KAV3]: NOTE:** Relocated from Section 10 (Article 1002). Clarifying language. More fitting to include the language here among the Booking details.
- Commented [KAV4]: RELOCATE IN NEW NCA**
 Move to Part B - Commercial Type
- Commented [KAV5]: HOUSEKEEPING**
 Propose to edit 'sponsor' to 'advertiser' throughout the agreement and the forms.
- Commented [KAV6]: NEW PROPOSAL**
Proposal: Propose to simplify the definition of a Commercial to remove the Use type specificity and length details.
Rationale: Simplification of application within the new Use Model
- Commented [KAV7]: *NEW PROPOSAL***
Proposal: Propose to delete Billboard as they are not used often.
Rationale: We have short life provisions and L&R that can cover this should the need arise.
 Linked to Use Fee Charts.
- Commented [KAV8]: *NEW PROPOSAL***
Proposal: Propose to delete Dealer Commercials as they are not used often.
Rationale: We have short life provisions and L&R that can cover this should the need arise.
 Linked to Use Fee Charts.
- Commented [KAV9]: *NEW PROPOSAL***
Proposal: Propose a new definition of Engager that captures the various types of Engagers who can produce Commercials.
Rationale: To provide clarity for Engagers on who/what defines an Engager under the NCA.
- Commented [KAV10]: RELOCATE IN NEW NCA**
 Move to Part B - Bookings and Contracts
- Commented [KAV11]: RELOCATE IN NEW NCA**
 Move to Part B - Editing and Alternate Versions
- Commented [KAV12]: RELOCATE IN NEW NCA**
 Move to Part B - Performance Category Definitions & Terms. Relocated from Section 2 (Article 202)

2022 NCA NEW – PROPOSED EDITS
Section 4

File Name: Section 4_New NCA_2023-07-05_Tracked Changes_v9.docx
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LEGEND

Yellow	→ Proposals
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~~405~~~~407~~ **416 Recall** The parties to the Agreement are cognizant of the potential for misinterpretation of the provisions respecting recall of Performers. It is the intent of the recall provisions contained in this Agreement that recall would apply when, following completion of production of the commercial(s), an Engager requires a Performer to return to work to correct a technical error in the Commercial(s) or to make changes to comply with laws or governmental regulations and/or changes necessitated by network or station codes relating to advertising standards, provided such changes are not made to accommodate a change in the style, delivery or concept of the Commercial(s). Recalls may not be called for the purpose of extending the original work session of the commercial(s) nor for remaking existing or discarded commercials. In the event that the recall does not meet the conditions outlined a full Session Fee is required Performers may not be booked for a recall session at the time of booking, nor during the original work session. ~~417~~ **Preproduction Rehearsal Fee** is the fee paid per day (note Article 416) for work on any rehearsal day. Preservation of the Rehearsal performance, including still photographs, is solely for the purpose of client evaluation. The Preproduction Rehearsal Fee shall be in addition to any other fees paid to a Performer for the production of the commercial, and shall not be applied against residual payments. Also See also Article 510, Nudity.

Commented [KAV13]: NOTE: Language relocated to Section 12 (Article 1213 Recall).

Commented [KAV14]: NOTE: The rates were previously located in article 1210 + definition in 1209. See Article 1211. This will now appear in the session fee chart.

~~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. ~~414~~ **Session Fee** is the fee paid per commercial (inclusive of negotiated Above Minimum Payment; note Article 416) to a Performer for his/her work on the production day on which his/her in any manner whatsoever. The Session Fee shall be in addition to payment for recall days that may follow the contracted session day or days; and also in addition to overtime rates or other additional payments, such as may be made for wardrobe, hairdressing, makeup, auditions or, travel and incidental or miscellaneous fees. The Session Fee shall not be applied against residual payments.

Commented [KAV15]: *NEW PROPOSAL*

Proposal:
Propose to include a definition for Residual/Use Fee.
Rationale:
The NCA doesn't include a definition for Residual/Use and yet it is referred to frequently under both terms ("Residual" and "Use" throughout the NCA.

Commented [KAV16]: RELOCATE IN NEW NCA
Move to Part B - Session Fees

~~415~~ **Above Minimum Payment** means a Performer's fee that is negotiated and contracted between the Performer and the Engager in excess of the minimum session and residual fees provided for herein. Payment for preproduction rehearsal time, recall, tags, night premium, additional work time, overtime, doubling, penalty fees, etc., as provided for in this Agreement, shall not be included in such above-minimum payment. However, such additional payments may also be negotiated and contracted between the Performer and the Engager at a rate in excess of the minimum fees provided for herein. A Performer engaged at rates or on terms or conditions in excess of the minimum provided for herein shall continue to have the benefits and/or protection of all other provisions and conditions in this Agreement.

Commented [KAV17]: NOTE: Language relocated to Section 12 (Article 1203 Work Session Fees). Merged together to simplify and locate in a single location.

Commented [KAV18]: NOTE: Relocation to Section 12 (Article 1204)

~~419~~ **Super** means lettering, graphics or line illustrations of any kind superimposed over a Commercial.

Commented [KAV19]: RELOCATE IN NEW NCA
Move to Part B - Editing and Alternate Versions

~~409~~

~~401~~ ~~406~~ ~~410~~

Tags A tagare is an allowable inserts of approximately: not more than 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

Commented [KAV20]: RELOCATE IN NEW NCA
Move to Part B - Editing and Alternate Versions

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placed at any point in the Commercial for the purpose of adapting it to different factual information as provided for in Section 19.

407 **Wild Spot Use** A commercial shall be deemed to be used as a wild spot if it is broadcast by non-interconnected single stations and

(a) is used independently of any program, or

(b) is used on local participating programs.

Local participating programs, as the term is used herein, are programs available to more than one advertiser and not “sponsored” by any advertiser.

Commented [KAV21]: AGREED TO ITEMS

2022-Jan-28 at 14h00.

Added Agreed to language. Turquoise represents simplification to agreed to language (removal of reference to section 19).

Commented [KAV22]: *NEW PROPOSAL*

Proposal:

Propose to delete Wild Spot and replace with the Use Charts.

Rationale:

The Use charts are unnecessarily complicated.

408 **Network Spot Use** A commercial shall be deemed to be used as a network spot commercial if it is placed within a network spot program on interconnected stations. A network spot program, as the term is used here, is a program telecast from a central source with more than two (2) advertisers per half hour.

Commented [KAV23]: *NEW PROPOSAL*

Proposal:

Propose to delete Network Spot Use and replace with the Use Charts.

Rationale:

To simplify the Use Charts for the Engager.

409 **Program Use** A commercial shall be deemed to be used as a program commercial when the following conditions apply:

(c) it is placed within a program and is sponsored by the advertiser with use of billboard phrases such as “sponsored by” or other statements or descriptions that imply sponsorship, and

it is used on a program that contains two (2) or fewer advertisers per half hour.

Commented [KAV24]: *NEW PROPOSAL*

Proposal:

Propose to delete Program Use and replace with the Use Charts.

Rationale:

Simplification of Use Charts for the Engager.

410 **Non-Prime Time** means the hours before 7:00 p.m. and after 11:00 p.m. in any day.

411 **Prime Time** means the hours between 7:00 p.m. and 11:00 p.m. in any day.

Commented [KAV25]: *NEW PROPOSAL*

Proposal: Propose to delete Non-Prime Time and replace with the Use Charts.

Rationale: Simplification of Rate Charts for Engager.

412 **Risk Performance** means the undertaking of any action by a Performer that could be considered dangerous beyond that Performer’s general experience, or the placing of the Performer in a position that would normally be considered hazardous.

413 **Stunt Work** means the planning, designing, engineering and/or performance of a visual effect depicting a normally dangerous situation that is more hazardous than the occasional Risk Performance (as the term is generally understood in the industry) encountered by Performers.

424 **Work Day** The Performer’s work day shall commence at first call for makeup or wardrobe and shall not end until the Performer has removed his/her makeup and wardrobe.

Commented [KAV26]: *NEW PROPOSAL*

Proposal:

Propose to delete Prime Time and replace with the Use Charts.

Rationale: Simplification of Use Charts for the Engager.

Commented [KAV27]: NOTE: Language has been incorporated into Article 1701 - Unnecessary to repeat it here.

Commented [KAV28]: NOTE: Language has been incorporated into Article 1210. Unnecessary to repeat it here.

Commented [KAV29]: NOTE: Language has been relocated to Section 12 - Article 1201

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Section 5

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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.

Commented [KAV1]: NOTE: Every article in this Section will be relocated to other sections within the NEW NCA

Commented [KAV2]: RELOCATE IN NEW NCA
Move to Part B - Engaging Performers

502 **Rates No Less Favourable** The Engager shall not engage any Performer at rates or on terms less favourable than those set forth herein.

Commented [KAV3]: RELOCATE IN NEW NCA
Move to Part B - Engaging Performers

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.

Commented [KAV4]: RELOCATE IN NEW NCA
Move to Part B - Engaging Performers

504 **Upgrading/Downgrading/Editing Out**

Commented [KAV5]: RELOCATE IN NEW NCA
Move to Part B - Editing and Alternate Versions for Video Commercials

- (a) **Upgrading** A Performer may be upgraded from the category ~~in which he/she was~~ originally contracted to a higher performance category upon completion of filming/recording a commercial, ~~in which case an~~ An adjustment in session payment ~~to the higher fee shall be made, and~~ Residual fees, if applicable, shall ~~also~~ be paid in accordance with the higher performance category. When a Performer is upgraded from a non-residual category to a residual category, such upgrade may not be made without the prior written consent of the Performer. A copy of such written consent ~~is to shall~~ be emailed ~~or faxed~~ to the ~~appropriate staff person at the~~ local ACTRA branch/ACTRA office where the production took place.
- (b) **Downgrading** Upon completion of editing, a Performer may be downgraded to a non-residual performance category, ~~(e.g., 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 ~~of said downgrading must shall~~ follow within ten (10) business days of the ~~forementioned~~ notification. Where a Performer is downgraded, ~~in the editing process, the Performer 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 his/her written notification by the seventh week of the cycle, the Performer shall be paid fifty percent (50%) of ~~his/her contracted cycle payment for~~ the next cycle. A copy of the notice sent to the Performer ~~is to shall~~ be emailed ~~or faxed~~ to ~~the appropriate staff person at the~~ local ACTRA office/branch where the production took place.
- (c) **Editing Out** ~~Notwithstanding the foregoing, a~~ Performer ~~engaged for a commercial~~ who is edited out following completion of the filming/taping/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) working-business days of final completion. ~~Where the A~~ Performer who has not received timely written notification, ~~he/she~~ shall be paid his/her-their contracted fee for the first cycle of use. ~~If the A~~ Performer who has not been notified by the seventh week of the first cycle, ~~he/she~~ shall be paid fifty percent (50%) of his/her contracted fee for the next cycle. A copy of the notice sent to the Performer ~~is to shall~~ be emailed ~~or faxed~~ to the ~~appropriate staff person at the~~ local ACTRA office/branch where the production took place.

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

~~505~~ **Equal Opportunity Policy**

(a) In connection with the engagement and treatment of Performers in all **work 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. ~~In all types of roles and work categories, so that the composition of Canadian society may be portrayed realistically.~~ Commercials should reflect the wide spectrum of Canadian life, **portraying men and women of various ages, backgrounds and appearances actively pursuing a wide range of interests, sports, hobbies and business, as well as home-centered activities.**

(c) Consistent with the foregoing and with the needs of the advertiser, every effort shall be made in accordance with this policy to create equal opportunity in the casting of all work categories in commercials (on and off camera), thereby creating fair, non-discriminatory and non-stereotyped engagement opportunities.

~~(d)~~ **Performers living with Disabilities** In respect of any available roles that require a Performer to portray a person **living** with a disability, the Engager or ~~his/her/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** ~~CC~~ casting ~~or~~ production facilities, **transportation and lodging** which are **barrier-free accessible** for Performers **living** with disabilities, ~~shall be used when such facilities exist and are available.~~

(ii) In respect of any role that requires a Performer to portray a character **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 ~~s~~Sign ~~l~~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 ~~s~~Sign ~~l~~Language interpreter throughout the engagement.

Commented [KAV6]: NOTE: Article 505 relocated to Section 15 (Article 1506)

Commented [KAV7]: AGREED TO ITEM 2021-Oct-20 at 11h40
Language in turquoise are proposed simplification to agreed to language.

Commented [KAV8]: RELOCATE IN NEW NCA
Move to Part A - Our Commitment to Diversity, Inclusion, Equity and Belonging

Commented [KAV9]: HOUSEKEEPING
References to deaf should also include 'hard of hearing' throughout the agreement.

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Section 5

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~~507 Political Advertising~~ Television and radio commercials produced on behalf of candidates for public office or political parties in order to promote that candidate for office or political party shall be subject to the terms and conditions of this Agreement in all respects, except that a candidate for or holder of public office, his/her spouse, their children and persons endorsing the candidate or being interviewed shall be excluded from the terms of this Agreement. These exclusions shall also apply to ACTRA members.

Commented [KAV10]: NOTE: Relocated language to Section 7 (Article 703 f) - captured in Exclusions

~~508506 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.

Commented [KAV11]: RELOCATE IN NEW NCA
Move to Part B - On-Set Conditions

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

Commented [KAV12]: NOTE: Suggest Deletion of this article (Conflict of Interest) and Appendix J (Section 7) language. Replacement language captured in Section 7 (Article 705) Engager's Casting Responsibilities.

~~540508 Nudity~~ Where the requirements of a role involve nudity, the following conditions shall apply:

Commented [KAV13]: RELOCATE IN NEW NCA
Move to Part B - On-Set Conditions

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

~~50914 Freedom from Racial, Sexual and Personal Discrimination and Harassment~~ ACTRA and each Engager will work cooperatively to ~~promote apply the requirements and intent of~~ the applicable provincial human rights laws and harassment laws, as amended from time to time, the provisions of which are incorporated by reference into this Agreement. The Parties to this Agreement completely support the human rights of each individual to be free from discrimination as defined by legislation. Any difference between the Parties as it relates to the interpretation, administration or enforcement of any of the provisions of these laws shall be dealt with under the Grievance and ~~Arbitration-Complaints~~ provision of this Agreement (Section 34).

Commented [KAV14]: RELOCATE IN NEW NCA
Move to Part A - Our Commitment to Diversity, Inclusion, Equity and Belonging

~~51042 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

Commented [KAV15]: AGREED TO ITEM - 2021-Oct-20 at 11h40

Commented [KAV16]: RELOCATE IN NEW NCA
Move to Part B - Performer Responsibilities

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Section 5

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their rights under the Agreement or for identifying to the ACTRA representative any perceived breach of the Agreement.

ACTRA

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Section 6

File Name: Section 6_New NCA_2023-07-05_Tracked Changes_v6.docx

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LEGEND	
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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 ~~C~~ommercials 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 Article 703.

Commented [KAV1]: Relocate in NEW NCA
Move to Part A - Meeting the Changing needs of the industry

602 Industry Committee An industry committee consists of equal representation from the Institute of ~~Communication 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

Commented [KAV2]: *NEW PROPOSAL*
Proposal: Modification of the Industry Committee terms and requirements.

- (a) receive and compile statistical information with respect to the industry Equal Opportunity Policy as outlined in Article 506;
- (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; prepare and present periodic reports and recommendations to the Parties on the implementation of the Policy;
- (c) conduct educational programs to promote the production of commercials in Canada, improve auditioning and casting processes, and collaborate on the development of presentations to all levels of government that promote the engagement of Canadian talent and further the quality of the Canadian commercial production industry;
- (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 ~~C~~ommercial 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.

Commented [KAV3]: Relocate in NEW NCA
Move to Part A - Meeting the Changing Needs of the Industry

2022 NCA NEW – PROPOSED EDITS

Section 7

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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.

Commented [KAV1]: HOUSEKEEPING
Propose to have language updated throughout the new NCA to be consistent with ACTRA's By-Laws and other Collective Agreement language.

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

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

The Engager agrees that preference of engagement will be given to Canadian 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 **Work Permits for Non-Canadian Performers**~~

Commented [KAV2]: NOTE: Relocated to Section 8 (Article 802a)

~~(a) Subject to Article 704, ACTRA shall issue a work permit for the engagement of a non-Canadian Performer if it is established that one or more of the following circumstances apply:~~

~~(i) when Performers of international reputation appear as themselves to endorse a product or service;~~

~~(ii) when an Engager or advertiser is committed to a long-term contract with a personality, which contract provides for use of the individual in advertising.~~

~~(b) Subject to Article 704, ACTRA shall issue a work permit for the engagement of non-Canadian Performers if, after a thorough and conscientious search (as defined in Article 704), such Performer is not available in the Canadian talent pool and one or more of the following circumstances apply:~~

~~(i) when a Performer with particular physical attributes is required, e.g., perfect teeth for toothpaste commercials, ideal hair for shampoo;~~

~~(ii) when a Performer with special skills is required, e.g., mimic, acrobat, rope-walker;~~

~~(iii) when a specific voice character is required, e.g., an authentic ethnic or regional dialect;~~

~~(iv) when a Performer is required in the Singer category;~~

~~(v) when no available Canadian Performer with the requisite combination of performance skill and appearance can be secured.~~

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

~~704 **Procedure for Obtaining a Work Permit for a Non-Canadian Performer** Within two (2) business days of receipt of a complete written request for a work permit for a non-Canadian Performer, ACTRA will either~~

Commented [KAV3]: NOTE: Relocated to Section 8 (Article 802b)

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Section 7

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issue the permit or advise the Engager in writing concerning the reason(s) for the refusal to issue a permit. In filing the written request for a work permit, the Engager must provide full documentation concerning the application, including the following:

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

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

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

705 — Work Permits for Canadian Non-members

- (a) **Employees of Advertising Agencies** Except for members of ACTRA, employees of the advertising agency or the video production house or members of the employee's immediate family shall not be engaged as Performers in television or radio commercials in which such agency or video production house is involved.
- (b) **Testimonials** Non-members may be engaged to appear as themselves to endorse or give a testimonial about a product or service in television or radio commercials.
- (c) **Radio Commercials** The Engager agrees that only Members or Apprentice Members of ACTRA shall be engaged as Single Voice/ Solo Singer and Multiple Voice/Group Singer Performers in radio commercials, except that non-members may be engaged to appear as themselves to endorse or give

Commented [KAV4]: NOTE: Relocated to Section 31 (Article 3102) - Engager Responsibilities

Commented [KAV5]: NOTE: Relocated to Section 8 (Article 803) - Work Permits for Testimonials

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Section 7

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~~a testimonial about a product or service. Notwithstanding the foregoing, but consistent with the principles expressed in Section 702, work permits may be issued to non-members in the Singer categories after a review of the audition forms.~~

~~(d) Procedure for Application for Work Permit If after auditions the Engager establishes that a Performer of the type required is not available within the ACTRA membership, upon provision by the Engager to ACTRA of details of all Performers auditioned or considered, ACTRA shall issue a work permit for the engagement of a Canadian non-member in a television commercial.~~

Commented [KAV6]: NOTE: Deleted as Preference of engagement will apply.

Commented [KAV7]: NOTE: Relocated to Section 8 (Article 801) preamble

7063 Exclusions The following persons shall be excluded from the terms and conditions of the NCA, except for the provisions related to of Article 1217, Accident on Set Insurance, where applicable.

(a) Employees of the Advertiser

- (i) Executive officers of companies, such as Chief Executive Officer, President, Chairperson of the Board or other equivalent title, when they appear as themselves in a commercial for their company. Such officers shall be identified.
- (ii) Employees at their usual place of business, engaged in their regular employment, where it would be considered unsafe to replace them with an ACTRA member.
- (iii) Employees specifically making or representing a claim, e.g., "I work for (company name) and I care because I own the company."

(b) Lottery/Contest Winners and members of their immediate families (partner and children), whose winnings exceed ten (10) times the Session Fee (\$7,500) for a Principal Performer, pursuant to Article 1202. This exclusion shall be used for one commercial only.

~~706(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)(c)~~

~~(d) 507 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. These This exclusion shall also apply to ACTRA members.~~

Commented [KAV8]: NOTE: Relocated from Section 5 (Article 507).

7074 Members of the Public Waiver The Parties agree to a waiver regarding coverage of members of the public in commercials, the intent of which is to increase production volumes under the NCA. This waiver will be monitored by the parties throughout the term of the NCA at Quarterly Meetings, specified in Side Letter #4. This waiver will not apply to those persons who are cast and/or who are scripted for the commercial. Any person(s) appearing (voice over or on screen) in the capacity of interviewer shall be an ACTRA member.

Commented [KAV9]: NOTE: Relocated language from 'Hidden Camera Commercials'. Removed criteria listed below and incorporated the language into this section.

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

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in which the Engager wishes to ~~shoot-record~~ undirected/unscripted scenes, ~~including, but not limited to, live events, 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 ~~outlined below~~ is met, the waiver for use of members of the public shall be considered 'automatic'. Only one (1) commercial (including Alternate Versions, ~~per Article 1902~~) shall be made from material recorded at an event where such a waiver applies.

Commented [KAV10]: NOTE: Ensure combined Intent to Produce (Appendix C & C1) captures these checkboxes (minus Undirected Background Scenes).

Criteria:

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

However, such Live Events

- (1) ~~shall not be staged for the purpose of producing a commercial; and~~
- (2) ~~non-covered participants at the live event shall not receive individual direction but may be directed as a group.~~
- (iv) ~~Person on the Street Commercials~~ A 'Person on the Street Commercial' means a commercial where an interviewer interviews people on the street, at public venues or at live events, and asks them questions or makes statements or gestures to elicit a response or reaction from them. Any person(s) appearing (voice-over or on screen) in the capacity of interviewer shall be an ACTRA member.
- (v) ~~Hidden Camera Commercials~~ A 'Hidden Camera Commercial' means a commercial comprising footage captured by a hidden camera(s) without direction to the individual(s) being filmed. An individual appearing in such footage shall be excluded from the NCA. Any person(s) appearing (voice over or on screen) in the capacity of interviewer shall be an ACTRA member.

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

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

Commented [KAV11]: NOTE: Suggest to delete this Article as the Dispute Resolution process will cover this.

~~Appendix J: Statutory Declaration for Casting Directors~~ ~~705~~ ~~Engager's Casting Responsibilities~~ ~~When~~ The Engager shall, as a condition precedent to engaging the services of a ~~Casting D~~irector, the Casting Director and their employees shall; ~~or other person responsible for hiring any Performer (including Background Performers),~~ require said casting director or person to execute a Statutory Declaration in the form provided below, and deliver same to ACTRA. I _____, have been engaged as a casting director, or in another position in which I am responsible for engaging Performers, which for the purposes of this Declaration shall include Background Performers, in respect of the production of television and radio commercials produced by the Engagers adhered to the National Commercial Agreement, and/or its addenda, between the Joint Broadcast Committee of the Institute of Communication Agencies and the Association of Canadian Advertisers and

Commented [KAV12]: NOTE: Suggest to delete Appendix J (Statutory Declaration for Casting Directors) and consolidate the language into a single article. Appendix J and Article 509 - replace with this language that summarizes the content of both items.

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ACTRA, covering the period August 5, 2017 to June 30, 2020. I solemnly declare that I (and all other persons in my employ, if any)

- (i) do not act as an agent for Performers;
- (ii) do not and shall not act so as to require Performers to join a specific agency;
- (iii) do not own or operate a talent agency;
- (iv) do not receive any money from any talent agency for using Performers represented by such agency;
- (v) do not receive any money from any Performer or charge a fee to any Performer;
- (vi) will not pay or forward a fee to any talent agent for submitting Performers;
- (vii) will not give any personal information relating to any Performer to any talent agency, except for the agency that represents such Performer;

~~(viii)~~(i) will not 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;

~~(ix)~~(iv) will, when negotiating terms of engagement with Performers or their agents, negotiate in good faith production by production. Without limiting the generality of the foregoing, I will not apply pressure to or coerce Performers into accepting only minimum terms and conditions. Furthermore, I will negotiate only the terms and conditions applicable to the particular engagement, without explicit or implicit reference to any other engagement future productions.

I understand that ACTRA and the Engager are relying on this Declaration in order to permit me to be engaged as a casting director in respect to the production of all television and radio commercials produced by signatory Engagers, and that ACTRA and the Engager shall rely on this Declaration until the expiry of an Engager's signatory status under the National Commercial Agreement.

Commented [KAV13]: NOTE: Combination of (i) through (v) for simplification

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Section 8

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Section 8 – QUALIFICATION OF PERFORMER ENGAGING NON-MEMBER PERFORMERS

Preference of engagement shall be given to ACTRA Members. However, if after the auditions process the Engager establishes that a non-ACTRA member is Performer of the type required, then an application shall be made for is not available within the ACTRA membership, upon provision by the Engager to ACTRA of details of all Performers auditioned or considered, ACTRA shall issue a work permit prior to the commencement of work by the Performer. The Engager will apply for the issuance of the work permit as outlined below: for the engagement of a Canadian non-member in a television Commercial.

801 Work Permits for Canadian Non-members Citizen and Permanent Resident Performers

(a) 806 Work Permit per Commercial Application (excluding Group Background Performers) Subject to the terms of Section 7, Preference of Engagement, except for non-resident Performers, a work permit shall be obtained for each television commercial or radio session (notwithstanding the number of radio commercials produced at the session) for which the Performer is engaged. See Article 101. 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.

Commented [KAV1]: NOTE: Language relocated from Article 705 (d) (Procedure for Application for Work Permit). Included as preamble to establish when a Work Permit is allowable.

Commented [KAV2]: HOUSEKEEPING Title relocated from Article 705 with 'housekeeping' edits to language to conform with ACTRA Constitution and By-Laws.

(b) 804 Work Permits: Group Background Performers The Engager shall pay a the applicable work permit fees (Link to Schedule of Fees) to ACTRA for each non-ACTRA member Performer engaged as a Group Background Performer who is not a member of ACTRA. The work permit fee per Group Background Performer per commercial shall be \$50.00 for Apprentice Members and \$60.00 for non-ACTRA Performers. A list of the names and addresses of for all Group Background Performers for whom permits are required shall be forwarded to the nearest local ACTRA office where the production is taking place not later than ten (10) working days after the work session.

Commented [KAV3]: NOTE: Include an embedded link to the updated Work Permit Application & Schedule of Fees - Link to online resource. Suggest to remove the Appendix B from the NCA itself.

Commented [KAV4]: NOTE: Language relocated and simplified from Article 806.

Commented [KAV5]: NOTE: Moved from Article 804

(c) 805 Waiver Permits: Group Background Performers Where the production of a Commercial occurs in a city or location one hundred and twenty (120) kilometres (seventy-five [75] miles) or more from a city in Canada where ACTRA has a branch (including Edmonton, AB), the Engager shall pay to ACTRA a waiver permit fee of \$1.00 for each Performer engaged as a Group Background Performer who is not a Member of ACTRA.

Commented [KAV6]: NOTE: Moved from Article 805

801 Work Permit Application A Performer who is not a member of ACTRA, when engaged in any category except Group Background Performer, shall apply to the nearest ACTRA office for a work permit prior to the commencement of work. Such ACTRA will, review the application shall be on an Application for and Work Permit form supplied by ACTRA (Appendix B) and shall be completed in full by the Engager requesting the work permit. ACTRA will, upon application, issue a work permit to qualify any Performer whose engagement is justified under this Agreement. Such work permit shall be issued in accordance with the ACTRA's Constitution and By-Laws. Subject to the terms of Section 7, Preference of Engagement, except for non-resident Performers, a work permit shall be obtained for each television commercial or radio session (notwithstanding the number of radio commercials produced at the session) for which the Performer is engaged. See Article 101.

Commented [KAV7]: NOTE: Language relocated from Article 801.

802 703 Work Permits for Non-Canadian Performers

Commented [KAV8]: NOTE: Relocated from Article 703

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- (a) ~~Subject to Article 704, The Engager must~~ ACTRA shall issue a work permit for the engagement of a ~~non-Canadian Performer if it is established~~ that one or more of the following circumstances apply ~~when applying for a Work Permit for a non-Canadian Performer:~~
- (i) ~~when a~~ Performers of international reputation ~~is~~ appearing as themselves to endorse a product or service;
 - (ii) ~~when~~ an Engager or advertiser is committed to a long-term contract with a personality, which ~~contract~~ provides for use of the individual in advertising.
- (b) ~~Subject to Article 704, ACTRA shall issue a work permit for the engagement of non-Canadian Performers if, after a thorough and conscientious search (as defined in Article 704, such Performer is not available in the Canadian talent pool and one or more of the following circumstances apply:~~
- (iii) ~~when~~ no available Canadian Performer can be secured, and ~~after~~ 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 Performer required and copies of the audition footage, will be forwarded to the local ACTRA branch where the production is taking place.~~

- (i) ~~when a Performer with particular physical attributes is required, e.g., perfect teeth for toothpaste commercials, ideal hair for shampoo;~~
- (ii) ~~when a Performer with special skills is required, e.g., mimic, acrobat, rope-walker;~~
- (iii) ~~when a specific voice character is required, e.g., an authentic ethnic or regional dialect;~~
- (iv) ~~when a Performer is required in the Singer category;~~
- (v) ~~when no available Canadian Performer with the requisite combination of performance skill and appearance can be secured.~~

~~704(b) Procedure for Obtaining a Work Permit for a Non-Canadian Performer Application~~ In filing the written request for a work permit, ~~t~~The Engager must provide full detailed documentation concerning ~~regarding~~ the application, including ~~but not limited to evidence~~ the following:

- (a)(i) ~~a citation of the circumstances (defined in Article 703802) under which a permit is being sought, including a copy of the script/storyboard, picture, and 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)) confirmation.~~

Commented [KAV9]: NOTE: This language simplifies the language found in Article 703 (b).

Commented [KAV10]: NOTE: Update reference as available.

Commented [KAV11]: NOTE: Language relocated and reordered from Article 704. Simplification of the 7 items listed (a) to (g).

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- (c) ~~704. Within two (2) business days of receipt of a work permit application complete written request for a work permit~~ for a non-Canadian Performer, ACTRA will either issue the permit or advise the Engager in writing ~~regarding~~ ~~concerning~~ the reason(s) for the refusal to issue a permit.
- (b)(ii) ~~documented evidence that the permit application fulfils one of the circumstances cited in Article 703;~~
- (c)(iii) ~~a copy of the script/storyboard;~~
- (d)(iv) ~~a picture and résumé of the Performer;~~
- (e)(v) ~~in the circumstance of Article 703 (a)(i) above, documented evidence of the Performer's international reputation;~~
- (f)(vi) ~~in the circumstance of Article 703(a)(ii) above, a letter from the Engager or advertiser confirming the long-term contract with the personality.~~
- (g)(vii) ~~In the circumstance of Article 703(b) 802(iii) above, documented evidence of a thorough and conscientious search for the Performer in Canada must be provided. A "thorough and conscientious search" is defined as a minimum of three (3) casting sessions (excluding recall auditions) in two (2) or more Canadian production centres. The director and/or a key member of the Engager's team shall attend each of the auditions and sign and date the audition report form. Where the audition takes place in a centre where the production is not taking place, only the Casting Director will be required to sign and date the audition report form. All audition report forms, along with a description of the type of Performer required and, in the case of a thorough and conscientious search, copies of the audition tapes, will be forwarded with the application for a permit.~~

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

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

(d) ~~These provisions are provisions of Article 703 operate~~ subject to the requirements from time to time of Canadian immigration laws and regulations and directives and regulations of the Canadian Radio-television and Telecommunications Commission.

803 ~~705 (b) 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 ~~television or radio~~ commercials.

Commented [KAV12]: NOTE: Language relocated and reordered from Article 704 preamble.

Commented [KAV13]: NOTE: Redundant language as it should refer to Article 34 - Grievances & Arbitration - and expedited Arbitration process (Commissioner System).

Commented [KAV14]: NOTE: Language relocated from Article 703 (b) beneath the roman numerals listed.

Commented [KAV15]: NOTE: Relocated from Article 705 (b).

Commented [KAV16]: NOTE: Relocated from Article 705 (b).

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~~802~~**804 Work Permit Rates** (Link to Work Permit Schedule of Fees). ACTRA agrees to furnish the Engager with the prevailing rates for work permits upon receipt of a signed Letter of Adherence (see Section 30), and further agrees to update these lists of rates as changes occur (see Addendum No. 4).

ACTRA agrees to notify ~~parties to this Agreement the Institute of Communication Agencies and the Association of Canadian Advertisers~~ of changes in the rates for work permits, ~~and if~~ such change is an increase of more than fifty percent (50%), the Parties to this Agreement may renegotiate Section 7, Preference of Engagement, and Section 8, Qualification of Performers.

~~803~~ **Exceptional Circumstances** In regard to qualification of Performers, the provisions that Performers must be qualified prior to commencement of work may be waived by ACTRA under exceptional circumstances, for example, in the case of production of on-the-street testimonials.

~~804~~ **Work Permits: Group Background Performers** The Engager shall pay a work permit fee to ACTRA for each Performer engaged as a Group Background Performer who is not a member of ACTRA. The work permit fee per Group Background Performer per commercial shall be \$50.00 for Apprentice Members and \$60.00 for non-ACTRA Performers. A list of the names and addresses of all Group Background Performers for whom permits are required shall be forwarded to the nearest local ACTRA office not later than ten (10) working days after the work session.

~~805~~ **Waiver Permits: Group Background Performers** Where the production of a commercial occurs in a city or location one hundred and twenty (120) kilometres (seventy five [75] miles) or more from a city in Canada where ACTRA has a branch (including Edmonton, AB), the Engager shall pay to

ACTRA a waiver permit fee of \$1.00 for each Performer engaged as a Group Background Performer who is not a member of ACTRA.

~~806~~ **Work Permit per Commercial** Subject to the terms of Section 7, Preference of Engagement, except for non-resident Performers, a work permit shall be obtained for each television commercial or radio session (notwithstanding the number of radio commercials produced at the session) for which the Performer is engaged. See Article 101.

Commented [KAV17]: NOTE: Update section references once finalized.

Commented [KAV18]: NOTE: Propose to delete as Extraordinary Circumstances are covered in Section 1 and exclusions exist elsewhere that covered this. No need to confuse with Exceptional Circumstances vs. Extraordinary Circumstances.

Commented [KAV19]: NOTE: Relocated to Article 801 (b) above.

Commented [KAV20]: NOTE: Relocated to Article 801 (c) above.

Commented [KAV21]: NOTE: Relocated to Article 801 (a) above.

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Section 9

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SECTION 9 – PERFORMER AUDITIONS

901 **Preference in Auditions** ~~In order to comply with the requirements of Article A701, T~~ the Engager agrees that preference will be given to ACTRA Members in ~~the~~ auditioning of Performers for ~~television and radio commercials~~ **Commercials**. It is preferable that auditions for all roles shall be conducted in the location where the ~~commercial~~ **Commercial** is to be produced, ~~i.e., the production centre serviced~~ by the nearest appropriate branch.

902 **No Auditioning for Background Performers** The Engager agrees that no auditions for Performers in Background Performer categories will be permitted unless there is a specific casting requirement and ~~unless~~ ACTRA is given prior notification respecting such special casting requirements.

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

904 ~~914~~ **Audition Environment** Unless the audition takes place out-of-doors or in remote locations, the Engager shall ensure that proper audition facilities are used ~~when auditioning Performers~~. This shall include, but not be limited to, **providing**

(a) ~~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.~~

(b) ~~cue cards properly placed for eye line or a teleprompter if there is substantial dialogue.~~

~~In any case, Audition Sign-in Time Sheets (Appendix F, Parts A & B) will be completed by the Casting Director and the Performer.~~

Commented [KAV1]: NOTE: Relocated Article 914 to 904 for sequencing purposes. Establish the Audition Environment and then move into Audition details.

904905 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 ~~he/she is 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~~ **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~~

Commented [KAV2]: AGREED TO ITEM 2021-Dec-09 at 20h00

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Section 9

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the Performer is expected to improvise, they must be so advised in writing at the time the audition is arranged.

(iv) The Engager will instruct casting directors to provide the Performer with notice that she or he 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.

Commented [KAV3]: NOTE: Removed reference to Article 906 at the end of this sentence. The only change made to Agreed to language.

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

(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 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.

905906 Improv Fee

(a) Any Performer who takes part in an audition, interview or callback for a commercial/Commercial work session in which no script is provided (per Article 904) must be informed that this is the case prior to the audition. Each Performer participating in such non-scripted audition, interview or callback shall be paid \$74.50/\$76.00/\$77.50 per audition, interview or callback as an improv fee/creative fee(see rate chart).

(b) Improv Fee for Dancers Any Dancer who takes part in an audition, interview or callback for a commercial/Commercial work session in which no choreography is not provided must shall be informed that this is the case prior to the audition and paid an improv fee. Each Dancer participating in such non choreographed audition, interview or callback shall be paid a fee equal to the improv fee for Performers participating in a non-scripted audition, interview or callback. Demonstrating standard dancing steps will not be deemed to be choreography.

(c) Recording(s) of auditions must be made available to ACTRA upon its request provided that ACTRA's request is made within forty-eight (48) hours of the audition. Should the tape not be available for any reason, then the Performer's claim is to be considered well-founded and the applicable fee paid.

(d) It is the obligation of ACTRA to invoice the Engager for the creative fee on behalf of the Performer(s). The Engager shall be obligated to remit payment to ACTRA within twenty one (21) calendar days of the date of the invoice.

Commented [KAV4]: *NEW PROPOSAL* Proposal: Propose to simplify the fee structure and have Improv Fee recognized as a fee (not subject to I&R) rather than paid as a rate. Similar to Callback Fees. Proposal Rationale: - I&R no longer applies – 12% savings in contributions by the Engager. - Administrative burden lifted for both ACTRA and the Engager. - Simplification - Continuity of practice between Callback Fees and Audition Detainment Fee.

Commented [KAV5]: NOTE: Propose to delete this article as this is the Agent/Performer's responsibility.

2023 NCA NEW – ACTRA PROPOSED EDITS

Section 9

File Name: Section 9_New NCA_2023-07-05_Tracked Changes_v11.docx

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

~~906907 Fee for Being Detained in the Initial Audition Fee~~ A Performer who is detained by the Engager ~~in excess of for more than one (1) hour on an audition/interview shall be compensated at the detained in the initial Audition Fee for all excess time over the hour at the rate of \$84.50/\$86.00/\$87.50 per hour or part thereof (see rate chart).~~

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

~~It is understood that an ACTRA Member may request to wait until after his/ her call time in the same audition session in order to read with an ACTRA Member (rather than a non member), but in so doing the ACTRA Member foregoes the \$84.50/\$86.00/\$87.50 fee provided for above, except in a case when the fee is otherwise required to be paid. Similarly, Performers volunteering to wait and read at an additional time, in order to help a Performer whose audition partner is late or a “no show,” shall forego the \$84.50/\$86.00/\$87.50 fee provided for above, except in a case when the fee is otherwise required to be paid. It is understood that this provision does not apply to auditions involving Minors.~~

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

~~907909~~ **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 \$50.00-Callback Fee~~ per diem per callback audition as reimbursement for their expenses incurred. 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. Any additional time spent beyond one hour in a second or subsequent audition will be paid in half hour increments at the hourly per diem rate of \$50.00 up to a maximum of \$200.00 or 4 hours. Additional time spent beyond four (4) hours would be paid at the Additional Work Time rate and will be subject to I&R contributions.

~~(b) Pursuant to Article 909, representatives of the Engager conducting the auditions are obligated to ensure that Audition Sign-in Time Sheets are present at the audition and that they are properly completed and mailed and/or faxed to the local ACTRA office and to the Engager, to be received no later than two (2) days following the audition.~~

(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 ~~twenty-five (2015) 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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Commented [KAV6]: NOTE: This language is duplicated in Article 916. Propose to remove from here and maintain in 916.

Commented [KAV7]: *NEW NCA PROPOSAL*
Proposal: Propose to simplify the fee structure and have Detained Fee recognized as a fee (not subject to I&R). Similar to Callback Fees.

Commented [KAV8]: NOTE: Propose to delete this language as it does not occur and doesn’t apply in the current audition environment.

Commented [KAV9]: *NEW NCA PROPOSAL*
Proposal: Propose to simplify the fee structure and have Fee for taking Part in Another Performer’s Audition recognized as a fee (not subject to I&R). Similar to Callback Fees.

Commented [KAV10]: AGREED TO ITEM 2021-Feb-07 at 11h30 with a conforming change - if agreement on language about rates versus fees.
Proposal Rationale: Simplification. Additional edits since then to change this from a rate to a fee (not subject to I&R contributions). Removal of per diem reference – replaced with Callback Fee.
HOUSEKEEPING
Update 20 days to 15 business days. Not updated historically.

Commented [KAV11]: NOTE: Relocated to Article 909 and simplified.

Commented [KAV12]: **HOUSEKEEPING**: This is an edit to the current practice. It was never updated in previous CBA’s.

2023 NCA NEW – ACTRA PROPOSED EDITS

Section 9

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~~909910~~ **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). At all auditions, a two-part Audition/Callback Sign-in Time Sheet (Appendix F) will shall be provided by the Engager for Performers to log their scheduled audition call time and the end time of at their audition. It shall be the obligation of representatives of the Engager conducting the audition to ensure that Audition Sign-in Time Sheets are present at each audition session and that they are properly completed. The Audition Sign-In Time Sheets shall be and mailed and/or faxed received by to both the local ACTRA office and the Engager (Part A form) and the ICA office (Part B form) so as to be received within two (2) days following the audition.~~

Commented [KAV13]: NOTE: Suggestion to remove Appendix F (Part A) from the NCA and have an embedded link to the online form here.

Commented [KAV14]: NOTE: Language relocated from Article 907 (b) and combined into Audition and Callback language for simplification.

~~910911~~ **Special Wardrobe in Audition** A Performer who is required to provide special wardrobe, as defined in Article 1402, at an audition shall receive a **Special Wardrobe in Audition Fee** (see rate chart) of ~~\$78.50/\$80.00/\$91.50~~ for expenses incurred. The special wardrobe ~~This per diem fee~~ shall be indicated on the Audition Sign-In Time Sheet.

~~911~~ **Cue Cards** If a Performer is given lines to speak at an audition, the Performer shall be provided with legible cue cards or a mechanical prompting device.

Commented [KAV15]: NOTE: Propose to delete this article language as it is out of date and not used.

~~912912~~ **Gang Group Casting** Performers shall be auditioned one at a time for ~~Ce~~ commercials in which a single Performer carries the ~~Ce~~ commercial or is the single spokesperson.

Commented [KAV16]: NOTE: Propose to rephrase to a less offensive term.

~~913~~ **Hold** See Article 422.

~~914~~ **Audition Environment** Unless the audition takes place out of doors or in remote locations, the Engager shall ensure that proper audition facilities are used when auditioning Performers. This shall include, but not be limited to

Commented [KAV17]: NOTE: Relocated language to Article 904 above. Better sequencing.

(a) a closed audition space with proper lighting and adequate acoustic insulation to ensure the Performer's privacy;

(b) cue cards properly placed for eye line or a teleprompter if there is substantial dialogue.

In any case, Audition Sign-in Time Sheets (Appendix F, Parts A & B) will be completed by the Casting Director and the Performer.

~~915913~~ **Dancers' Safety Issues**

(a) Engagers will provide a safe surface and conditions, in accordance with industry standards, for any performances that require dancing.

~~(b) A Performer who is asked to dance as part of his/her performance shall not be asked or assigned to rehearse or audition on unsafe floors or concrete, stone or similar surfaces unless the surface is covered in such a manner as to result in a resilient dancing surface, except on "camera day," when the requirements of the production make use of such non-resilient surfaces unavoidable. An Engager may request that ACTRA waive the above provisions that address on-camera day rehearsal when it is deemed that such precautions are not necessary for the style of dancing to be performed, such as for the minuet.~~

Commented [KAV18]: NOTE: Propose to delete as it is rarely used. The above sentence provides the safety measures required for dancers.

~~916914~~ **Fees** for any work on a ~~commercial~~ Commercial that falls outside the areas covered in this Agreement, e.g., the Performer providing a script and thereby creating the ~~Ce~~ commercial, are to be negotiated separately as a

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Section 9

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creative fee. The Engager shall be obligated to remit payment within fifteen (15) business days of the work date.

Commented [KAV19]: NOTE: This language is duplicated in Article 905. Propose to delete in 905 and maintain here.

ACTRA

2022 NCA NEW – PROPOSED EDITS

Section 10

File Name: Section 10_New NCA_2023-07-05_Tracked Changes_v10.docx

Last Revised Date: 2023-07-07 10:04 AM/2023-07-05 9:51 AM

LEGEND

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Section 10 – INTENT TO PRODUCE

1001 Intent to Produce

- (a) ~~Prior to production,~~ The Engager shall submit the Intent to Produce form ~~(Link to Intent to Produce Form) to advise the nearest local office of ACTRA office where the production is taking place at least 48 hours2 business days prior to the initial Work Dayproduction.~~ of the Engager’s intention to produce the television or radio commercial(s), the location of the production, the names and ages of any Minors engaged for the production, the number of Group Background Performers engaged for the production, the date(s) of production (see Appendix C), and intended cycle dates, where available. Such information may be verbal rather than written.
- (b) Whenever call sheets are prepared and released by an Engager, a copy of the completed call sheet shall be provided to the Performer and emailed or faxed to the nearest local ACTRA office where the production is taking place prior to the production initial Work dDay.

Commented [KAV1]: RELOCATE IN NEW NCA
Move to Part B - Engager Responsibilities

Commented [KAV2]: NOTE: Suggestion to insert hyperlink to online resource Intent to Produce Form which will combine both Appendix C & C1 & D. Intent to Produce Form has been consolidated for review.

Commented [KAV3]: NOTE: Language pulled from the Intent to Produce Form.

1002 Performer’s Call ~~Where possible, a~~ notice of a Performer’s engagement shall be confirmed in writing by the Engager to the Performer or the Performer’s Agentagent, and mutually understood, forty-eight (48) hours prior to the session-Work Delay, where possible. Terms of engagement shall include, but are not limited to: appropriate details regarding

- membership/permit status/union affiliation
- performance category and fee
- location
- wardrobe, if applicable
- makeup, if applicable
- identity of advertising agency and product sponsor advertiser
- identity of talent Agentagent
- identity of 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

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

Commented [KAV4]: RELOCATE IN NEW NCA
Move to Part B - Bookings and Contracts

Commented [KAV5]: NOTE: Simplify by deleting Appendix E (Casting/Booking Confirmation Form) and incorporating items in the list provided in this article.

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

Commented [KAV6]: NOTE: Relocated language to Section 4 (Article 403)

Commented [KAV7]: AGREED TO ITEM - 2021-Dec-08 at 12h30
Proposed simplified language in turquoise.

Commented [KAV8]: RELOCATE IN NEW NCA
Move to Part B - Bookings and Contracts

Commented [KAV9]: NOTE: Propose to delete Appendix G (Commercial Engagement Contract) as an appendix in the NCA and embed a direct link to the Engagement Contract resource on the website. Review and Edit Appendix G (Commercial Engagement Contract).

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Section 10

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~~1004~~ No session may commence until Performers have been satisfied as and agree to the details of the engagement and have received a completed contract.

Commented [KAV10]: NOTE: Language relocated here from Article 1004.

Contracts Shall Be Provided Performers engaged at above-minimum fees may ~~demand~~ 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.

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

~~1004~~ Contracts Shall Be Completed ~~No session may commence until Performers have been satisfied as to the details of the engagement and have received a completed contract.~~

Commented [KAV11]: NOTE: Language captured in Article 1003 above.

~~1005~~ 1004 Access to StudioSet/Location An ~~accredited representative of~~ ACTRA representative shall have access ~~be admitted at any reasonable time~~ to the place set/location where Performers are working, ~~in a commercial production~~, provided ~~the~~ permission of the ~~Engager~~ is secured.

Commented [KAV12]: **RELOCATION IN NEW NCA**
Move to Part B - Bookings and Contracts

~~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.~~

Commented [KAV13]: ***NEW PROPOSAL***
Proposal:
Propose to include language ensuring the safety of Performer's during non-daylight hours (10h00 to 6h00). Similar provisions exist in the IPA and BCMPA.
Rationale:
Health & Safety is of the utmost importance.

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

Commented [KAV14]: NOTE: Language captured in Section 34 (Article 3402). Propose to delete here.

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Section 11

File Name: Section 11_New NCA_2023-06-09_Tracked Changes_v7.docx

Last Revised Date: 2023-07-07 10:06 AM; 2023-07-07 10:05 AM

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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.

Consultation with ACTRA Prior to the production of ~~C~~ commercials that ~~could~~ may be categorized as “public service” or “charitable” in nature, the Engager shall consult with ACTRA pertaining to the following ~~matters~~: insofar as the engagement of Performers is concerned. For purposes of this provision, sponsored charitable events (e.g., Cheerios Mother-and-Daughter Walk for the Heart and Stroke Foundation) may be considered to be public service commercials.

(a)

(i) ~~(a)~~ the qualification, ~~either by work permit or waiver permit,~~ of ~~any P~~ performers that are not ~~non~~ ACTRA members;

(i)

~~(b)~~ the nature of ~~P~~ performer payments ~~(if any), with reference respect to both S~~ session and ~~R~~ 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; ~~vis-à-vis~~ ACTRA members or other persons qualified by work permit. Payments to Performers may be waived by ACTRA and the Performers involved. The Engager shall seek Performers’ waivers in writing and submit them to ACTRA.~~

(ii)

~~(c)~~ information as to whether the ~~air time~~ airtime is ~~donated~~ purchased or partially/fully donated; ~~by the station and/or agencies;~~

(iii)

~~(d)~~ information as to ~~whether any~~ other services, such as production services, etc., ~~are paid or partially/fully that may or may not be~~ donated;

(iv)

~~(e)~~ a copy of the script/~~storyboard;~~ ~~and~~

~~(vi)~~ the charitable registration number, ~~and, in the case of television, a detailed description of the video or storyboard;~~

~~(f)~~ payment of contract service fees is not required for PSAs. Where the consultation between Engager and ACTRA is primarily verbal, a written confirmation of the discussion will follow.

(b) **Provisions of PSAs**

— ~~PSA applications (Link to online application) shall be approved by the local ACTRA office where the production is taking place no less~~

~~(i)~~ than forty-eight (48) hours prior to any castings or bookings.

(i)

~~(ii)~~ Product ~~e~~Conflicts/~~e~~Exclusivity are not permitted.

(ii)

~~(iii)~~ Contract Service Fees (CSF) are not applicable.

(iii)

Commented [KAV1]: Relocate in New NCA
Move to Part B - What Type of Commercial are you making?

Commented [KAV2]: NOTE: Added definition language to provide clarity for the Engager.

Commented [KAV3]: NOTE: Suggest to delete Appendix D and simplify the provisions listed in Appendix D within this article itself as well as the updated Intent to Produce Form (App C). All other NCA provisions apply.

Commented [KAV4]: NOTE: Suggest to embed a link to the updated Intent to Produce Form as an online resource.

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Section 11

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(iv) Accident on Set Insurance (AoS) applies.

(v) Audition eCallback fees may not be waived.

ACCEPTED

2022 NCA NEW – ACTRA PROPOSED EDITS
Section 12

File Name: Section 12_New NCA_2023-07-05_Tracked Changes_v14.docx
Last Revised Date: 2023-07-07 10:08 AM/2023-07-07-10:07-AM

LEGEND	
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SECTION 12 – WORK SESSION AND ~~WORK SESSION~~ PAYMENTS: TELEVISION

1201 424-Work Day The Performer’s work day shall commence at first call for makeup or wardrobe and shall not end until the Performer has removed their makeup and wardrobe.

1202 1201-Work Session A basic work session shall not consist of more than eight (8) consecutive hours in any day, excluding one (1) meal period of at least one (1) hour but not longer than one and one-half (1½) hours in length. There shall not be a work session of longer than six (6) consecutive hours without the provision of a meal period for Performers (see ~~Article 1212~~Rate Sheet). ~~The maximum work hours for Minors under 16 years of age shall not exceed eight (8) consecutive hours per day, excluding one (1) meal period of at least one (1) hour but not longer than one and one-half (1½) hours in length (per Article 1606).~~

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

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

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

Commented [KAV1]: NOTE: Removed language from this article as Minors' Section 16 covers this.

1203 1202-414-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) for such as, but not limited to, Rehearsal(s), preproduction rehearsal sessions; in addition to payment for Recall(s) days that may follow the contracted session day or days; and also in addition to overtime rates or other additional payments, such as may be made for, Overtime, Wardrobe, Hairdressing, Makeup, Auditions or, Travel, or any other incidental or miscellaneous applicable fees. Session Fees and the maximum number of work hours in the applicable basic work session shall be as in accordance with the following table 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.~~

Commented [KAV2]: *NEW PROPOSAL* (See Session Rate Chart for details)

Previous Proposal (U33)
 ACTRA counter proposal provided on 2022-Apr-21 at 16h45
Proposal:
 To increase the number of Group Background Performers, ensure rates are aligned with Minimum Wage, and that there is equity in the AWT and Overtime rate despite the Group BG count.
Proposal Rationale:
 The majority of Engagers are paying the 1 to 30 rate whether there are 25 or 50 GBP involved. Increasing the count captured in the first category will ensure there is equitable treatment. The 51+ category has an increased rate in order to ensure that Performers receive minimum wage at the very least for this work.

414 is the fee paid per commercial (inclusive of negotiated Above-Minimum Payment; note Article 416) to a Performer for his/her work on the production day on which his/her in any manner whatsoever. The Session Fee shall be in addition to payment for recall days that may follow the contracted session day or days; and also in addition to overtime rates or other additional payments, such as may be made for wardrobe, hairdressing, makeup, auditions or, travel and incidental or miscellaneous fees. The Session Fee shall not be applied against residual payments. **Session Fee: National Television**

Commented [KAV3]: NOTE: Language pulled from Article 414 Session Fee. Merged together for simplification.

Commented [KAV4]: NOTE: Language pulled from Article 414 Session Fee.

Commented [KAV5]: NOTE: Combined language from Articles 414 and 1202.

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

Category	Year	Session Fee	Hours	Hourly Work Time up to 8 Hours
	1	\$802.50	8	\$102.00

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Section 12

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Green → Relocation in New NCA

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

**1 final cut or 2 demo cuts per product

1202 Additional Work Time/Overtime: National Television

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

Category	Year	Additional Work Time 9th & 10th Hours	Overtime Time 11th Hour and On
Principal/Solo Singer (on camera)	1	\$132.50	\$150.00
	2	135.00	153.00
	3	137.50	156.00
Silent on Camera	1	\$132.50	\$150.00
	2	135.00	153.00
	3	137.50	156.00
Voice-Over/Solo Singer (off camera)	1	106.50	132.50
	2	108.50	135.00
	3	110.50	137.50
Demonstrator	1	132.50	150.00
	2	135.00	153.00

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	3	137.50	156.00
Group Singer	1	106.50	132.50
	2	108.50	135.00
	3	110.50	137.50
Stunt Performer	1	132.50	150.00
	2	135.00	153.00
	3	137.50	156.00
Stunt Coordinator	1	162.00	199.50
	2	165.00	202.50
	3	168.50	207.50
Background Performer	1	75.50	94.50
	2	77.00	96.50
	3	78.50	98.50
Group Background Performers (1 to 30)			
On August 5, 2017	1	47.00	54.50
On July 1, 2018	2	48.00	55.50
On July 1, 2019	3	49.00	56.50
Group Background Performers (31 & over)			
On August 5, 2017	1	19.50	22.50
On July 1, 2018	2	20.00	23.00
On July 1, 2019	3	20.50	23.50

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

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

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

(a) — A Performer works three (3) days and appears Silent-On-Camera in two (2) commercials made for a designated advertiser. The Performer would be paid Session Fees of ~~3 x \$802.50/\$818.50/\$835.00 = \$2407.50/\$2455.50/\$2505.00~~ for the three days' service, which shall also constitute payment for the two commercials.

(b) — A Performer works one (1) day and appears Silent-On-Camera in three (3) commercials for a designated advertiser. The Performer shall be paid ~~\$802.50/\$818.50/\$835.00~~ which shall constitute the initial Session Fee payment for one commercial and, in addition, ~~\$1605.00/\$1637.00/\$1670.00~~ which shall constitute payment for the two (2) remaining commercials.

(c) — A Performer works three (3) days and appears Silent-On-Camera in three (3) commercials for a designated advertiser. On each day the Performer renders services in various segments of each of the three commercials. Photography is completed for all three commercials on the third day. The Performer shall be paid Session Fees of ~~3 x \$802.50/\$818.50/\$835.00 = \$2407.50/\$2455.50/\$2505.00~~ for three days' services, which shall also constitute Session Fee payments for the three commercials.

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1204 ~~415~~ **Above-Minimum Payment** means a Performer's fee that is Above-Minimum rates may be negotiated and contracted between a Performer and the Engager in excess of the minimum session and residual fees provided for herein. Payment for ~~preproduction~~ Rehearsal time, ~~R~~ecall, ~~I~~tags, ~~N~~ight premium, additional work time, ~~Work~~, ~~O~~vertime, Doubling, penalty fees, etc., as provided for in this Agreement, shall not be included in such negotiated above-minimum payment. However, such additional payments may also be negotiated and contracted between the Performer and the Engager at a rate in excess of the minimum fees provided for herein. A Performer engaged at rates or on terms or conditions in excess of the minimum provided for herein shall continue to have the benefits and/or protection of all other provisions and conditions in this Agreement unless indicated on the Performer Contract.

Commented [KAV6]: NOTE: Language relocated from Section 4 (article 415).

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

Commented [KAV7]: NOTE: Simplified language. Previously too many words to express a fairly simple idea.

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

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

1207 ~~1211~~ **Meal Periods** Unpaid meal periods of at least one (1) hour, and not more than one and one-half (1½) hours, shall be given at regular intervals as outlined below 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.

Commented [KAV8]: NOTE: See Addendum 1 - Article 701 Meal Periods - Proposal to delete the Meal Periods article from the L&R and have the National language govern.

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

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under the following conditions: the meal period can be exercised only once per day; all Performers must break at the same time and must be provided a full one-half (½) hour, i.e., the half (½)-hour break begins when the last Performer is through the food line and sits down.

If Performers are required to work through a meal period, it shall be ~~considered paid as~~ a meal penalty (see rate chart), and Performers shall be reimbursed the sum of ~~\$84.50/\$86.00/\$87.50~~ for each meal penalty.

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

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

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

1208 ~~1212~~ **Rest Periods** There shall be a paid rest period of not less than fifteen (15) minutes for every Performer within the span of any four (4) consecutive hours of work. The time allocated for such rest period shall be clearly identified to each Performer, and the Performer may not be required on set or for wardrobe, makeup or production conference for the duration of the rest period. Seating shall be available to Performers during rest periods in a smoke-free environment.

1209 ~~1213~~ **Rest Between Days** On production(s) by one Engager for the same client ~~that cover(s) a span of~~ on consecutive days, except when there has been additional work time or overtime during the work session, a Performer shall be compensated at double ~~his/her/their~~ hourly work time rate for each hour ~~he/she/they are~~ is required to work when the time span is less than twelve (12) hours between completion of the eighth (8th) hour of work in one session and commencement of the first (1st) hour of work on the following day ~~(for Minors, see Article 1606)~~.

Example

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

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

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

1210 ~~1207~~ **Night Work** Night work is defined as work that takes place between 11:00 p.m. and 6:00 a.m. Each Performer shall receive, in addition to ~~her or his/their~~ Session Fee, a premium of 20% of the ~~appropriate applicable~~ hourly work time rate for each hour of such work.

1211 ~~1209~~ **Preproduction Rehearsal** ~~Prior to the session day, Performers may be called for a dry-run rehearsal. Preservation of the rehearsal performance, including the use of still photographs, is acceptable, providing that it is not used in any way for broadcast but is only for the purpose of client evaluation and approval. Fees for preproduction rehearsal shall be in addition to compensation for other work sessions such as Session Fees and Recall fees, and shall not be applied against residual payments. Performers in all on-camera categories~~

Commented [KAV9]: *NEW PROPOSAL*
Propose to simplify and apply a consistent practice of paying 50% of Session Fee for 50% of work hours across each category. Presently this is a minimum 4 hour call. See Session Rate Chart for details on this simplification.

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~~shall be compensated for preproduction rehearsal at no less than a minimum guarantee of four (4) hours, except Voice Over Performers, who shall be compensated at no less than a minimum guarantee of two (2) hours, and Group Singers, who shall be compensated at no less than a minimum guarantee of one (1) hour. The hourly fee for preproduction rehearsal shall be the same as for Recalls. 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 ~~1204~~ **Pre-recording and/or Post-Synchronization** A Principal Performer may be called for pre-recording or post-synchronization on a day other than the session day or days (either prior to or subsequent to the session day). A pre-recording or post-synchronization call shall be paid at the Recall rate (see rate chart) provided for in Articles 1209 and 1211, and such compensation shall be in addition to compensation for other work sessions such as Session Fees and Recall fees.

1213 ~~1208~~ **Recall** Prior to the first telecasting of commercial(s) made for a particular Sponsor and subsequent to completion of production of the commercial(s), Performers may be requested to return to work to correct a technical error in the commercial(s) or to make changes to comply with laws or governmental regulations, and/or changes necessitated by network or station codes relating to advertising standards, provided such changes are not made to accommodate a change in the style, delivery or concept of the commercial(s). Such work shall be designated as a "Recall session." See Article 416. All on-camera Performers shall be compensated for Recalls at no less than a minimum guarantee of four (4) hours. Group Singers shall be compensated at no less than a minimum guarantee of one (1) hour. Voice-Over Performers shall be compensated at no less than a minimum guarantee of two (2) hours. A Recall fee shall be payable per work session and may cover work on more than one commercial in that work session. The hourly fee for Recalls shall be the same as for preproduction rehearsal (see Article 1211 for fee table). Performers may not be booked for a recall session at the time of booking nor during the original work session.

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

416 ~~Recall~~ Prior to the first broadcast of a commercial and subsequent to the original work session, ~~The~~ parties to the Agreement are cognizant of the potential for misinterpretation of the provisions respecting recall of Performers. It is the intent of the recall provisions contained in this Agreement that recall would apply when, following completion of production of the commercial(s), an Engager may requires Recall a Performer ~~to return for additional to~~ work to correct a technical error in the Commercial(s), ~~or~~ to make changes to comply with laws or governmental regulations and/or changes necessitated by network or station codes relating to advertising standards, ~~provided such changes are not made to accommodate a change in the style, delivery or concept of the Commercial(s).~~ Recalls A Performer shall ~~may not be engaged for a Recall called for the purpose of to extend ing~~ the original Commercial work session ~~of the commercial(s) nor for remaking cording~~ existing or discarded commercials ~~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 ~~is required shall be paid.~~ Performers may not be booked for a Recall session at the time of

Commented [KAV10]: *NEW PROPOSAL*
Propose to simplify and apply a consistent practice of paying 50% of Session Fee for 50% of work hours across each category. Presently this is a minimum 4 hour call. See Session Rate Chart for details on simplification.

Commented [KAV11]: NOTE: Language moved from Addendum No. 2 (Article 406 e) for clarity.

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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.

Commented [KAV12]: NOTE: These rates were previously located in Article 1210 + definition in 1208. This now appears in the Session Rate Chart.

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1210—Recall and Preproduction Rehearsal Fees: National Television

Year 1: August 05, 2017 to June 30, 2018 **Year 2:** July 1, 2018 to June 30, 2019

Year 3: July 1, 2019 to June 30 2020

Category	Year	Minimum-Recall Preproduction Rehearsal Fees	Hourly-Work-Time Rate
<u>Principal/Solo Singer (on camera)</u> <u>(4 hours included work time)</u>	1	\$400.50	\$102.00
	2	408.50	104.00
	3	416.50	106.00
<u>Silent on Camera</u> <u>(4 hours included work time)</u>	1	400.50	102.00
	2	408.50	104.00
	3	416.50	106.00
<u>Voice Over/Solo Singer (off camera)</u> <u>(2 hours included work time)</u>	1	253.50	84.50
	2	258.50	86.00
	3	263.50	87.50
<u>Demonstrator</u> <u>(4 hours included work time)</u>	1	400.50	102.00
	2	408.50	104.00
	3	416.50	106.00
<u>Group Singer</u> <u>(1 hour included work time)</u>	1	168.00	84.50
	2	171.50	86.00
	3	175.00	87.50
<u>Stunt Performer</u> <u>(4 hours included work time)</u>	1	400.50	102.00
	2	408.50	104.00
	3	416.50	106.00
<u>Stunt Coordinator</u> <u>(4 hours included work time)</u>	1	534.00	133.50
	2	544.50	136.00
	3	555.50	138.50
<u>Background Performer</u> <u>(4 hours included work time)</u>	1	246.00	62.50
	2	251.00	64.00
	3	256.00	65.50
<u>Group Background Performers (1 to 30)</u> <u>(4 hours included work time)</u>			
<u>On August 5, 2017</u>	1	144.50	35.50
<u>On July 1, 2018</u>	2	147.50	36.00
<u>On July 1, 2019</u>	3	150.50	36.50
<u>Group Background Performers (31 & over)</u> <u>(4 hours included work time)</u>			
<u>On August 5, 2017</u>	1	60.00	15.00
<u>On July 1, 2018</u>	2	61.25	15.50
<u>On July 1, 2019</u>	3	62.50	16.00

Note: Refer to Section 16 when Minors are engaged.

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

Examples

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

1215 **Doubling** A Performer engaged to perform more than one (1) role (different characters within the commercial) in a single commercial shall be paid the minimum Session Fee and ~~R~~residual ~~F~~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 ~~his/her~~their role within the commercial is one character who does one or all of these things as part of ~~his/her~~their single role.

1216 ~~1203~~ **Demo and Test and Presentation Demo Commercial Session**

~~1823(a)~~ **Non-broadcast Audience Test and Demo Commercials (Non-broadcast)** Performers in Commercials produced specifically for non-broadcast ~~audience testing only (e.g., Schwerin testing), or in commercials produced specifically for non-broadcast creative demo purposes,~~ shall be compensated as outlined ~~below in Article 1203.~~ Such Performers shall not be entitled to residual fees ~~nor be required to provide product conflict or: Non-broadcast test or demo commercials shall not be broadcast. Performers engaged in such commercials shall not be required to provide product exclusivity for non-broadcast test or demo commercials.~~ Performers must be notified, at the time of booking, of the Engager's intent that the commercial is to be produced for non-broadcast ~~audience demo or presentation demo testing,~~ and it ~~must be so stated shall be indicated on the Performer's contract.~~

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

Commented [KAV13]: NOTE: Relocated from Article 1823(a). Rearranged language in article for better flow. Grouping all Demo and Presentation Demo language from throughout the NCA (excluding L&R) into a single section.

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- (a) **All Categories Except Group Singers** Performers engaged in demo ~~or test~~-commercials in performance categories other than Group Singer shall be paid fifty percent (50%) of the applicable Session Fee (see rate chart). The number of work hours in ~~the applicable basic~~ Demo-work session shall be fifty percent (50%) of the ~~number included work hours provided for in Article 1202~~. Hours worked beyond the basic work session shall be paid at the full hourly work time, additional work time and overtime rates. These rates and conditions apply individually to each demo ~~or test~~-commercial in which the Performer is engaged. ~~The definition and application of demo and test commercials are in accordance with Article 1823.~~
- (b) **Group Singers** ~~If a Group Singer session has been called for the production of demo cuts, the fee of \$253.50/\$258.50/\$263.50 and~~ 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 ~~at an additional fee shall be paid at the rate equivalent to the off-camera tag rate, of \$125.00/\$127.50/\$130.00 and to an additional half hour of work time. Any additional work time (beyond 2 hours) shall be paid at the hourly rate. If, in a demo session, the Engager is producing only two (2) demo cuts for the same product and requires additional time beyond one (1) hour, such additional time worked shall be payable at the rate of \$84.50/\$86.00/\$87.50 per hour or any portion thereof. If a second (or additional) demo cut is made for product(s) different from the first, such cut shall be paid for additionally, at the rate of \$253.50/\$258.50/\$263.50 for two (2) cuts per product and one (1) hour of included work time.~~

In the event any demo is to be used in any manner, the performers shall be contracted and paid Session and Residual fees for each commercial. If an Engager puts only one (1) demo cut from a work session into broadcast use is used, residual fees shall be payable as provided for in this Agreement. No retroactive adjustment need be made with reference to the Session Fee. However, in the event that an Engager puts a second, third or subsequent if more than (1) one demo cut from the same work session into broadcast use in addition to the first demo cut, is used, there shall be a retroactive adjustment in the Session Fees to equal a minimum fee of \$253.50/\$258.50/\$263.50 per final cut. the performer shall receive a session fee for each commercial in addition to all residual payments.

~~2105~~ (c) **Audio Demo (Non-broadcast) Commercial** All Performers engaged in demo (non-broadcast) commercials shall be paid fifty percent (50%) of the applicable minimum guaranteed Session Fee provided for in Article 2101. The Engager shall be entitled to two (2) demo cuts limited to the same product and one (1) hour of included work time. When three (3) or more demo cuts for the same product or service are produced at the same session, Performers shall be paid fifty percent (50%) of the applicable fee per cut provided for in Article 2101; for each demo cut the Engager shall be entitled to one-half (½) hour of work time for each cut. In the event that an Engager is recording only one (1) or two (2) demo cuts, but requires additional work time beyond one hour, such work time shall be payable at an additional fee of \$31.25/\$32.00/\$32.75 per half hour or any portion thereof. If a second or additional demo cuts are made for product(s) different from the first, such cuts shall be paid for additionally at the rate of fifty percent (50%) of the applicable minimum guaranteed Session Fee for two (2) cuts per product and one (1) hour of included work time. If the commercials to be produced are demo (non-broadcast) commercials, Performers must be notified at the time of booking of the Engager's intent, and it must be so stated on the

Commented [KAV14]: NOTE: Relocated to Article 1202 from Article 2105

2022 NCA NEW – ACTRA PROPOSED EDITS

Section 12

File Name: Section 12_New NCA_2023-07-05_Tracked Changes_v14.docx
Last Revised Date: 2023-07-07 10:08 AM/2023-07-07-10:07-AM

LEGEND
Yellow -> Proposals
Orange -> Agreed to Items
Turquoise -> Simplified Agreed to Items
Red -> Housekeeping
Green -> Relocation in New NCA

Performer's contract.

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

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

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

12167 Joint Promotions Where a commercial (other than a short-life commercial) is a joint promotion by more than one advertiser and features or highlights more than one product or service (to a maximum of three [3]), each Performer in a residual category in such commercial shall be paid a fifty percent (50%) step-up fee based upon the Performer's negotiated session and residual fees.

1217 Accident on Set Insurance Where the provision of Workers' Compensation for Performers is not mandated by law, the Engager will contribute 1% of Performers' gross Session Fees toward ACTRA's accident on set insurance program, which includes emergency medical travel insurance while outside of the country. ACTRA will ensure that payroll services will not apply any administration charges to that contribution.

1218 Injury Reports The Performer must advise the Engager at the earliest opportunity of any injury and/or any inability to fulfill contracted obligations. The Engager shall notify ACTRA as soon as possible of any accident, incident or injury to a Performer in the workplace and shall send to ACTRA within one (1) business day, a report setting forth the circumstances of the nature of the injury. A copy of such report from the applicable workers' compensation body or equivalent and the daily call sheet shall also be sent to ACTRA.

Commented [KAV15]: NOTE: Deleted language as it exists elsewhere in the agreement (new Article 915)

Commented [KAV16]: AGREED TO LANGUAGE Previous Proposal (U29) - AGREED BY ACTRA & ICA/ACA - 2021-May-13 at 13h00

NOTE: Simplification and clarification language (highlighted) to mirror the above language that specifies demos beyond 2 must occur during the defined period at a scheduled session. New chart included.

Commented [KAV17]: NOTE: Relocated sentence from the beginning to the end for flow.

Commented [KAV18]: NOTE: New NCA Rates included to reflect the proposed rates listed in the Session Rate Chart

Commented [KAV19]: RELOCATE IN NEW NCA Move to Part B: What Type of Commercial are you Making?

Commented [KAV20]: NOTE: Article 1217 has been relocated to Section 26 (Article 2603) - AOS is remittance payment related.

Commented [KAV21]: RELOCATION IN NEW NCA Move to Part B: On-Set Conditions

2022 NCA NEW – ACTRA PROPOSED EDITS

Section 13

File Name: Section 13_New NCA_2023-07-05_Tracked Changes_v13.docx
Last Revised Date: 2023-07-07 10:17 AM

LEGEND
Yellow -> Proposals
Orange -> Agreed to Items
Turquoise -> Simplified/Agreed to Items
Red -> Housekeeping
Green -> Relocation in New NCA

Section 13 – TRANSPORTATION, TRAVELLING AND LOCATION EXPENSES

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

Commented [KAV1]: NOTE: Relocated language from old Article 1301 Travel Expenses to this section to define the travel within radius first.

1302 1301-Travel Expenses Beyond Radius When the Engager requires the Performer to travel beyond a forty (40)-kilometre (twenty-five [25]-mile) radius, of the city centre such as the city hall, or other such specified central point, as may be agreed upon by the Engager and the nearest ACTRA office, the Performer shall be entitled to transportation expenses or a kilometrage allowance, not less than

(a) —

1303 1301 (a)Transportation Expenses: include fees for authorized actual transportation expenses on scheduled carriers covering economy air or first-class rail fare or such other transportation means as bus or taxi, or an automobile mileage/kilometrage allowance;

1304 1301 (b)Kilometrage Allowance is,

Commented [KAV2]: *NEW PROPOSAL* Proposal: propose to have the km rate align with the CRA.

(b) a kilometrage allowance equal to the Canadian-Canada Automobile Revenue Association-Agency allowance national average, as amended from time to time (currently \$0.58 per kilometre; see CAA-CRA website at www.caa.ca), if the Performer is required to use his/their own automobile.

1305 ;

1301 (c) Per Diem: a per diem of \$278.00/\$283.50/\$289.00 to cover all personal expenses (i.e., accommodation, meals, gratuities, etc.) when staying at a hotel or motel as authorized or, where the Performer is required, to travel outside of Canada, the actual amount of authorized expenses. If the Engager elects to shall provide actual single occupancy accommodation for the Performer(s), (in lieu of expenses), the per diem allowance for meals (including gratuities if they are not also provided) for meals, if not provided, shall be \$119.00/\$121.50/\$124.00 which breaks down as follows paid to the Performer(s) (see rate chart):

Commented [KAV3]: HOUSEKEEPING: Per Diem Allowance does not add up to the \$126.50. Dinner amount has been adjusted accordingly to correct this. (see rate chart)

Commented [KAV4]: NOTE: Simplification and clarity. Relying on past practice.

breakfast: \$24.50/\$25.00/\$25.50

lunch: \$32.00/\$32.50/\$33.00

dinner: \$61.00/\$62.00/\$63.00

13063 Travel Time When the Performer is required to travel beyond the radius, time spent in travel by the quickest means of regularly scheduled carrier by the Performer shall be considered work time when the Performer is when travel time and work time exceeds eight (8) hours. entitled to travel expenses under Article 1301. Such time shall be paid in half-hour segments at the Performer's hourly work time rate (see rate chart) per Article 1202. Such time and shall not attract additional work time and be computed so as to create an

2022 NCA NEW – ACTRA PROPOSED EDITS

Section 13

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LEGEND	
Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified/Agreed to Items
Red	→ Struckthrough
Green	→ Relocation in New NCA

~~overtime situation rates. For purposes of computing compensation for time spent in travelling as specified herein, such hourly rates may be segmented in half hour units.~~

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

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

~~1307 1507 Hold-over on Location If during an engagement When a Performer is not required to be away from home work between or in addition to scheduled Work Day(s) while on location, or in a community other than his/her residence, the Performer shall receive be paid four (4) hours pay at the applicable hourly work time rate for the applicable performance category provided in Section 12, in addition to payment for expenses incurred (Section 13), for each day the Performer is not required to work between or in addition to scheduled work days such day(s). This shall be in addition to payment for expenses incurred.~~

Commented [KAV5]: NOTE: Relocated language from Section 15 (Article 1507) to group travel related expenses together.

2022 NCA NEW – ACTRA PROPOSED EDITS

Section 14

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

Section 14 – WARDROBE, MAKEUP AND HAIR

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

1402 **Special Wardrobe** ~~Wigs, costumes (e.g., evening wear, gowns, tuxedos, culturally specific wardrobe), special appurtenances, accessories, and clothes and apparel other than regular wardrobe those specified in Article 1401 hereof 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).~~

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

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

1403 **Special Personal Wardrobe** ~~Performers supplying special personal wardrobe shall receive maintenance fees for such wardrobe at the rate of \$26.00/\$26.50/\$27.00 per costume per session. In the event that either regular or special wardrobe furnished by a Performer is damaged during work time through negligence on the part of the Engager or through an accident for which the Performer is not responsible, the Engager will reimburse the artist for the cost of repair or replacement, as the case may be. Notice of such damage must be given to the Engager's representative in the studio. Performers must provide the Engager with a receipt for the paid bill covering the cost of such repair or replacement.~~

1403 **1404-Safekeeping of Personal 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 furnished by a Performer is damaged during work time through negligence on the part of the Engager or through an accident for which the Performer is not responsible, the Engager shall reimburse the artist Performer for the cost of repair or replacement, as the case may be. Notice of such damage shall be given to the Engager's representative in the studio at the work session. Performers shall provide the Engager with a receipt for the paid bill covering the such cost of such repair or replacement.~~

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

1404 **1407(b) 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.~~

Commented [KAV1]: NOTE: Merged into Special Wardrobe Article 1402. and Safekeeping Article 1403.

Commented [KAV2]: NOTE: Language relocated from Article 1403 Special Personal Wardrobe as it seems more fitting in this section.

Commented [KAV3]: AGREED TO ITEM - 2021-Dec-08 at 12h30

NOTE: (b) from previously agreed to language. Relocated to its own article for sequencing.

PRIVATE AND CONFIDENTIAL

Subject to errors and omissions

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Section 14

File Name: Section 14_New NCA_2023-06-09_Tracked Changes_v8.docx
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LEGEND	
Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
Red	→ Housekeeping
Green	→ Relocation in New NCA

1405 ~~Time Spent in Makeup, Hairdressing and Wardrobe, Makeup and Hair~~ Time spent in wardrobe, makeup and hairdressing and/or wardrobe shall be considered as scheduled work time in all respects if immediately prior to the Performer's production callwork session, and at a place adjacent to the set or location. A Performer requested or required by the Engager to spend time in wardrobe, makeup or hairdressing and/or wardrobe at times other than immediately prior to the Performer's production callwork session, or to visit places such as clothing suppliers, costumers and/or wig or appurtenance suppliers for the purpose of selecting, fitting or picking up such items, shall be compensated for a minimum of one (1) hour of work time, for each such visit. If actual time spent is in excess of one (1) hour, shall be paid the Engager shall pay for such additional time at the Performer's hourly work time rate (see rate chart) (Article 1202).

Commented [KAV4]: NOTE: Re-ordered title items to align with the re-writes in the language of the article.

If a Performer is requested by the Engager to have specific or special personal services such as, but not limited to, wardrobe alterations, hairdressing cut/colour/style/wig-fitting, manicure, necessitating an expenditure, the Engager shall either provide such services furnish such hairdressing or the Performer shall be reimbursed the amount so any receipted expended expense at facilities designated or approved by the Engager. Time spent in such hairdressing 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:

Commented [KAV5]: AGREED TO ITEM - 2021-Dec-08 at 12h30

(a) ~~1407(a) Conditions for Makeup, Hairdressing and Wardrobe, Makeup and Hair~~ All makeup, and 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.

NOTE: Turquoise indicates simplified edits made to previously agreed to language. This (a) portion of the agreed to language has been moved into this article as it is a fitting placement for it.

(b) Adequate, clean and accessible dressing rooms and toilet facilities shall be provided by the Engager.

Commented [KAV6]: AGREED TO ITEM - 2021-Dec-08 at 12h30

(c) Studio seats Seating shall be available for Performers during rehearsals.

NOTE: Including (a) in this section as it makes more sense for sequencing. Turquoise represents simplified agreed to language.

(d) Adequate space affording complete privacy shall be provided by the Engager whenever a Performer is required to make a complete change in connection with any performance wardrobe is required.

(e) Facilities for repair of wardrobe used in the performance shall be provided by the Engager.

(f) A supply of potable drinking water shall be provided and available at all times during production.

(g) 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 hat, hair net or cap, and clean clothes. Clothing shall not be used to wipe or dry hands.

(h) 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.

2022 NCA NEW – ACTRA PROPOSED EDITS

Section 15

File Name: Section 15_New NCA_2023-06-09_Tracked Changes_v9.docx
Last Revised Date: 2023-07-07 10:22 AM

LEGEND

Table with 2 columns: Color and Description. Rows include Yellow -> Proposals, Orange -> Agreed to Items, Turquoise -> Simplified Agreed to Items, Red -> Housekeeping, Green -> Relocation in New NCA.

Section 15 – HOLDING CALLS, POSTPONEMENTS AND CANCELLATIONS

1501 Postponement In the event that Should the Engager changes a Performer's Booking or engagement to another day (or days), then the Performer shall be paid in full the applicable Session Fee for the original Work Day, unless notice of change is given-issued at least forty-eight (48) hours before the hour scheduled for work prior to the Performer's Call-commence. 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.

Commented [KAV1]: NOTE: Language moved from 1503 "Postponement Becomes Cancellation"

1502 Holding Call The Engagers may elect to issue a holding call when weather or specified production factors may involve postponement of a day's production Work Day. In order to constitute a valid holding call, a Notice of a holding call must shall be identified-issued and mutually-understood acknowledged at least twenty-four (24) hours prior to the scheduled Work-session Day. After the Engager has given-issued the twenty-four (24) hour notice period, the Engager must call the Performer, at least two (2) hours prior to the original scheduled work time, to advise that the shoot 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), for such holding call the sum of \$402.00/\$410.00/\$418.00, except in the case of Background Performers, who shall be paid \$246.00/\$251.00/\$256.00, Group Background Performers (1-30), who shall be paid \$144.00/\$147.00/\$150.00 and Group Background Performers (31+), who shall be paid \$60.00/\$61.00/\$62.00. Failure to announce-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.

Commented [KAV2]: NOTE: Simplified payment to be consistent with Hold-over on Location payment terms. Note added below Session Rate Chart.

1503 Postponement Becomes Cancellation Postponement, as referred to in Articles 1501 and 1502, occurs when a change in the production schedule results in a change in a Performer's booking. The Performer shall be given a new booking for a definite date or dates within thirty (30) days of the date of postponement. If the Performer is not given such new booking, it shall be deemed a cancelled engagement.

Commented [KAV3]: NOTE: Language moved into 1501 "Postponement"

1503 1506 Cancellation

- (a) Cancellation of a Commercial In the event of cancellation of a Commercial or of a day's production prior to the commencement of production, the Engager shall not be required to pay any fees to the Performers, provided notice of such cancellation is received by the Performer in advance of the first call by four (4) days, in the case of a television-video Commercial, or forty-eighttwo (482) hoursdays, in the case of a radio audio Commercial. Should the Engager be-unable-fail to give-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 is-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 or engagement in a Commercial that is actually produced, such Performer shall be paid in-their full-the applicable Session Fee, except where the cancellation occurred for reasons of unprofessional conduct.

2022 NCA NEW – ACTRA PROPOSED EDITS

Section 15

File Name: Section 15_New NCA_2023-06-09_Tracked Changes_v9.docx
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LEGEND

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

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.

Commented [KAV4]: **RELOCATE IN NEW NCA:**
Move to Part B: Engaging Performers

1505 **Penalties for Lateness** Performers are required to arrive ten (10) minutes before the scheduled work session. The Engager's representative shall report all late arrivals to the ACTRA ~~steward-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.

Commented [KAV5]: **RELOCATE IN NEW NCA:**
Move to Part B: Engaging Performers

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

Commented [KAV6]: **RELOCATE IN NEW NCA:**
Move to Part B: Engaging Performers
NOTE: This was relocated from Section 5 (Article 505).

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

Commented [KAV7]: **NOTE:** Relocated to Section 13 (Article 1307)

~~1508~~**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.

Commented [KAV8]: **RELOCATE IN NEW NCA:**
Move to Part B: On-Set Conditions

2022 NCA NEW – PROPOSED EDITS

Section 16

File Name: Section 16_New NCA_2023-07-05_Tracked Changes_v7.docx

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

Section – 16 MINORS

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

Commented [KAV1]: NOTE: The Minors section has been reordered to mirror the sequencing of production for clarity and simplification. Definitions are provided at the top of this section as they are referenced throughout.

1601 Special Consideration Required

- (a) The Parties to this Agreement ~~hereby acknowledge and agree that it is necessary to specify rules so that Minors may be the need to implement specific rules to keep Minors safe and protected them~~ from abuse ~~and or~~ improper working conditions. ~~Furthermore, t~~The Parties ~~agree that they~~ shall be guided ~~in all respects~~ by what is in the best interests of the Minor, which shall always prevail in the interpretation, application, and administration of the terms of this Agreement. ~~The following provisions apply to Minors under 18 years of age. The term "Parent" shall mean either the Parent or Guardian of the Minor.~~
- (b) Violations The Parties acknowledge that a breach or violation of the provisions of Section 16 may result in harm to a Minor, ~~and t~~herefore, the Parties ~~undertake agree~~ to act expeditiously when a violation is alleged ~~to have occurred~~. In this regard, ~~ACTRA and the ICA and ACA may agree that the circumstances are such that any time periods or steps established steps~~ pursuant to the grievance procedure may be abridged, ~~in order that the to help resolve the dispute may be resolved as quickly as possible, or the breach or default be cured as soon as possible. The Joint Standing Committee or Arbitrator, as the case may be, shall be entitled to award damages to an aggrieved party for breach of the provisions of Section 16 where the Committee or Arbitrator feels that such damages are warranted.~~

1602 Parent The term "Parent" shall mean either the Parent or Guardian of the Minor.

~~1605 Chaperon~~s In the event that a Parent of a Minor under 16 years of age engaged in a commercial is unable to be present on set, the Parent shall ~~designate appoint~~ a Chaperon ~~who shall be responsible for the Minor during the engagement (Link to Chaperone Form & Emergency Medical Authorization Form).~~ The Chaperon ~~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.~~

Commented [KAV2]: NOTE: Embed link to online form resource centre. Previously Appendix N.

Commented [KAV3]: NOTE: Clarifying language added. Pulled from Appendix N (#5) & M (Intro)

1603 ~~1602 Auditions, Interviews, Tests and Fittings~~

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

Commented [KAV4]: NOTE: Expanded the title to reflect the content in the article. Cleaned up language to be more clear on the hours that apply to each age.

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Section 16

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(c) The Engager will provide to the Parent, a Parental Audition Consent Form ([Appendix L Link to Parental Consent Form](#)) for completion prior to auditioning Minors.

Commented [KAV5]: NOTE: Appendix L being removed from NCA Book and a link will be embedded here to the website resource centre

1604 ~~1606~~ 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.

Commented [KAV6]: NOTE: Re-ordered the bullets within the article, adding titles for the various section to provide clarity and continuity.

(b) **Additional Work Time and Overtime**

(i) For Minors under 12 years of age, additional work time and overtime are forbidden notwithstanding Parent's/Chaperon'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 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, ~~unless permission to extend the day is granted by the Minor's Parent or Chaperon.~~

Commented [KAV7]: Agreed to Item from 2022-Feb-07 at 11h30

(c) **Night Work** ~~(e)~~ Minors under 15 years of age shall not be required to work beyond 11:00 p.m. unless the Engager has ensured that ~~proper notification has been given seventy-two (72) hours notification in advance~~ of a night shoot (~~Article 1608 has been given~~), and obtains the consent of the Parent/Chaperon.

(d) ~~1603 (a)~~ **Time Before Camera and Rehearsal** During a ~~work session~~ **Work Day or a Rehearsal**, Minors shall not be continually required before the camera or under lights for ~~longer 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 ~~in length, except, for~~ Minors 2 years of age and under, ~~in which case the minimum length of the break shall be twenty (20) minutes.~~

(e) ~~1606 (f)~~ **Rest Between Days** In the event of more than one (1) day of shooting, rest between ~~W~~ **work Days** must be a minimum of twelve (12) hours between the Minor's finish time and ~~his/her~~ **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.

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1605 ~~1603~~ Breaks and Food

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

~~2 years and under~~ 15 consecutive minutes

~~3 – 5 years~~ 30 consecutive minutes

~~6 – 11 year~~ 45 consecutive minutes

~~12 – 15 year~~ 60 consecutive minutes

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

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

Commented [KAV8]: NOTE: Language regarding breaks has been moved to the above section (New Article 1604) - Work Day and Rest Periods to group information in a simplified way.

1606 ~~1604~~ Parental Responsibility

(a) The Parent (or Chaperon ~~appointed by a Parent~~) of a Minor under 16 years of age must be at the location and accessible ~~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 Chaperon ~~appointed by a Parent~~) of a Minor shall travel with the Minor ~~to any overnight location, i.e.,~~ where the ~~production~~ location ~~of the shoot~~ requires an overnight stay away from home.

(c) The Engager shall ~~bear pay the Travel Expenses and Per Diem expenses of to one Parent or Chaperon~~ accompanying a Minor to an overnight location. ~~The amounts of such travel and per diem expenses shall be equivalent to those paid to a Performer under this Agreement.~~

(d) Each ~~Parent~~ shall be required to sign a Declaration of Parent in the Engagement of Minors (~~Appendix M 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 will be required to be submitted to~~ the ~~applicable local~~ ACTRA office ~~in advance before of the production shooting date, before the Minor is allowed on set.~~

Commented [KAV9]: AGREED TO ITEM - 2022-Feb-09 at 08h00

NOTE: Turquoise highlights simplification of agreed to language.

Commented [KAV10]: NOTE: Embed link to form as online resource

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

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

1608 ~~1609~~ Infants

Commented [KAV11]: RELOCATE IN NEW NCA Moved to B6 - Engaging Performers

Commented [KAV12]: NOTE: Relocated and integrated into the new above article 1604 (c) Work Day and Rest Periods

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- (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.
- (be) Infants under the age of 2 years will not be kept on set for longer than six (6) hours.
- (cf) An Infant under the age of six (6) months shall be handled only by ~~his/her~~their Parent, Chaperon 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.
- (eb) 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. This will include a crib, a changing table and a quiet and warm private room~~ where the Infant may be fed and may rest without being held ~~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.
- (fe) 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.

16~~09~~ ~~1610~~ Dangerous Work

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

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1610 ~~1611~~ **Trust Account** After a Minor’s total lifetime remuneration reaches \$5,000.00, twenty-five percent (25%) of the Minor’s gross remuneration shall be deducted from the total payment due to the Minor by the Engager and remitted to the ACTRA Performers’ Rights Society (“PRS”), which shall hold such monies in trust for the Minor upon terms and conditions consistent with the obligations of the ACTRA PRS to act as a trustee. The ACTRA PRS shall keep track of the Minor’s earnings to determine whether the \$5,000.00 level has been reached. ~~To the extent required by in accordance with~~ provincial law in British Columbia, the 25% Minors’ Trust deduction shall be remitted to the Public Trustee of British Columbia ~~in lieu of PRS.~~ [\(Link to Minors’ Trust Deductions Form\)](#)

Commented [KAV13]: AGREED TO ITEM - 2022-Feb-11 at 11h00

Commented [KAV14]: NOTE: Embed link to online form resource centre. Previously Appendix O.

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Section 17

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Section 17 – STUNT PERFORMANCE

1701 ~~Definitions~~ **Creating and Engineering Stunts**

~~(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.~~

Commented [KAV1]: NOTE: Relocated this definition below to the Risk Performance (Article 1707). The definition also appears in Section 4 (Article 412) which we are suggesting to delete as it is covered here.

~~(a)~~ **(b) Stunt Coordinator (S/C)** is a Stunt Performer who is responsible for the coordination, planning, designing and/or engineering of stunts and/or action sequences, risk performances and Performer action. **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

Commented [KAV2]: AGREED TO ITEM - 2022-Feb-11 at 11h00

- (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 fee** that is required for each Performer and for each stunt.

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

~~(c) Stunt Performer (ST) means a Performer especially trained and knowledgeable in the performance of Stunt Work, as defined in paragraph (d), and the performance of dangerous risks not normally expected of the average Performer.~~

Commented [KAV3]: NOTE: Relocated this definition of Stunt Performer to Section 2 (Article 217) with all of the other Performance Category Definitions.

~~(b)~~ **Stunt Work** means Performers' work that is generally understood **to include, but is not limited to, planning, designing, engineering and/or in the industry to be Stunt Work, and includes the performance of a visual effect depicting a situation that would be considered dangerous if such visual effect were not accomplished by a Stunt Performer.**

Commented [KAV4]: NOTE: In Section 4 (Article 413) proposed to delete as this Article covers this. Taken the best language from the 2 different definitions and merged them together.

~~(c) 1707 Stunt Safety~~ In order to ensure the safety of all Performers, ~~a requirement has been added that the Stunt Coordinator and personnel certified in emergency medical intervention is required to be present on set until the performance of all stunts is complete.~~

Commented [KAV5]: NOTE: Clarifying language added.

~~1702 1704~~ **Audition** Engagers may audition a Stunt Performer to establish ~~his/her~~ **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.

Commented [KAV6]: NOTE: Previously Article 1707. Re-ordered for grouping Stunt roles, and sequenced according to the work process

1703 ~~1705~~ **Conditions of Engagement**

(a) ~~Actual w~~ **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.

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(b) When a Stunt ~~Performer~~ Coordinator is engaged to coordinate the preparation, set-up and execution of a stunt, ~~such Performer shall be considered a Stunt Coordinator. The Coordinator may also be called upon to~~ they may recommend and engage ~~additional~~ Stunt Performers who may be known to the Coordinator as specialists in stunt work of the particular type needed, e.g., auto crashing, stunt work with horses, tree felling, etc. Casting of such additional stunt personnel, when required, shall be mutually satisfactory to the Engager and to all Stunt Performers engaged for the same stunt.

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

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

A Performer not previously engaged specifically to perform a stunt that is unscripted may perform the stunt and shall have ~~his/her~~ 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.

Commented [KAV7]: NOTE: Updated to remove the Stunt Perf and Stunt Coord playing dual roles, as per agreed to items.

Commented [KAV8]: NOTE: Suggestion to delete this portion of this article as rates are covered in Section 12 Rates Chart.

~~1704~~ 1706 **Stunt Driving Guidelines** When any of the following conditions occur, a vehicle driver shall qualify as a Stunt Performer:

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

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~~1705 1708-Equity, Diversity and Inclusion in Stunt Doubling~~ Where a Stunt Performer doubles for a ~~Role that is identifiable as female and/or a visible minority and/or Aboriginal and/or has a disability, and these characteristics are also identifiable when the stunt is being performed,~~ Performer from an under-represented community, every effort shall be made to ~~east engage~~ a qualified Performer ~~with these characteristics from the same community.~~ ~~Where the stunt performed does not reveal the Role's characteristics,~~ The Engager shall use best efforts to increase the employment of Performers ~~who are women, visible minorities, Aboriginal and/or have a disability, for such stunts from under-represented communities.~~

Commented [KAV9]: AGREED TO ITEM - 2021-Dec-10 at 13h15
Turquoise shows changes to agreed to language.

1706 1703-Stunt Performance and Fee

- (a) ~~Upon the actual engagement of a Stunt Performer to perform a stunt,~~ ~~In addition to~~ the minimum fee ~~shall be \$802.50/\$818.50/\$835.00 (current minimum fees) per eight (8) hour session for the performance of a stunt, plus any additional, an amount (stunt fee) that may be negotiated between the Stunt Performer and the Engager in relation to the difficulties of or other pertinent details regarding the stunt to be performed.~~
- (b) Residual fees shall be payable to a Stunt Performer (at a rate no less than those payable to a Silent-On-Camera Performer) provided that the Stunt Coordinator engaged at the time has determined, in consultation with the Engager, that the level of performance is that of a Stunt Performer, or provided that two (2) or more conditions of the Stunt Driving Guidelines are met.

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

Commented [KAV10]: NOTE: Update references as needed.

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

Commented [KAV11]: NOTE: The final paragraph covers this. Not necessary. Reviewed by TO staff and determined that it is unnecessary, and duplicate language.

~~However, if the Stunt Performer, in addition to performing the stunt, also enacts the role of the character involved in the stunt, an additional performance fee-Session and Residual fee applicable to such performance category shall be paid to the Stunt Performer as an actor. The contracted fee stated in in Article 1703(a) does not include fees due to the Stunt Performer for work done as Stunt Coordinator. Session Fee(s) and additional negotiated fees for the stunt(s) are for performance of the stunts only.~~

Commented [KAV12]: NOTE: Removed this language as the Agreed to Items state that Stunt Coordinator cannot also perform the Stunt.

- (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

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

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

Commented [KAV13]: NOTE: Suggested deletion of this bullet as it never happens.

1702 Risk Performance

~~(a) 1701(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.

Commented [KAV14]: NOTE: Relocated Article 1701(a) to this section as it is titled "Risk Performance". Propose to remove Article 412 as this Article covers this - Redundant.

~~(b) (a)~~ Performers shall not, as a rule, be required to undertake Risk Performances. Whenever possible, Engagers shall engage qualified Stunt Performers to undertake such work.

~~(cb)~~ At the time of booking, the Performer and ACTRA shall be advised in writing of the details of the Risk Performance or other such unusual circumstances that may be required during ~~the course of~~ the engagement. 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) ~~r~~efuse 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 – COMPENSATION FOR USE AND REUSE

~~ACTRA and ICA/ACA~~~~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, ~~with the objective of agreeing on a new model (consistent with the negotiating Parties' evaluation principles)~~ for implementation with commencement of the next collective bargaining agreement.

Commented [KAV1]: Relocate in New NCA
 Move to Part B: Making a Commercial

~~1801~~

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

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

~~1802 Unit Weighting Tables~~

(a) Canadian Markets	Units
Calgary/Lethbridge*/Medicine Hat*	2
Edmonton	3
Halifax	2
Kitchener	5
London/Wingham*	4
Moncton/Saint John	2
Montreal (E)/Burlington/Plattsburgh	11
Montreal (F)	14
Ottawa (E)	3
Ottawa (F)	1
Quebec (E)	1
Quebec (F)	3
Sherbrooke	4
St. John's	2
Sudbury*/Timmins*	2
Toronto/Hamilton/Buffalo	17
Trois Rivières	2

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Section 18

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LEGEND

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

Vancouver/Bellingham/Victoria	6
Windsor	2
Winnipeg	3
Each additional Canadian market or market area* not listed	1 unit

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

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

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

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

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

Other "Border Stations" – 1 unit each:

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

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

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

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

Examples

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

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

	Year 1	Year 2	Year 3
Principal Performer	\$1289.75	1315.50	1341.75
Silent-On-Camera	862.25	879.55	897.20
Voice-Over	680.60	694.20	708.10
Group Singer	382.65	390.50	398.10
	\$3215.25	3279.55	3345.15

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

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	Year 1	Year 2	Year 3
Principal Performer	\$1803.70	\$1839.80	\$1876.65
Silent-On-Camera	1205.40	1229.55	1254.20
Voice-Over	903.05	921.10	939.50
Group Singer	483.75	493.40	503.25
	\$4305.60	\$4391.65	\$4479.65

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

Cut-ins (network spots): 25 units

Original wild spots: 60 units

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

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

Montreal (F) 14 units

Quebec (F) 3 units

London/Wingham 4 units

Total 21 units

Plus 60 network spots

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

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

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

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

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

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

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

	Market Unit	Principal	Silent on Camera	Solo Singer/Voice Over	Group Singer
	1-5	634.95	465.40	310.75	186.15
Vancouver	6	651.65	475.95	322.20	191.80
	7	668.70	486.85	333.10	198.45
	8	685.85	497.50	344.20	204.75
	9	702.60	507.90	354.90	211.20
Montreal	10	719.55	518.50	366.05	217.25
	11	736.55	528.65	376.85	221.55
	12	753.20	539.45	388.05	226.65
	13	770.75	550.55	400.05	230.65
	14	792.05	560.05	410.75	235.50
	15	804.20	571.25	421.40	240.20
Toronto	16	821.05	581.80	432.85	244.00
	17	845.90	592.20	443.70	249.25
	18	862.45	602.70	454.50	253.80
	19	871.25	613.40	465.85	258.00
	20	889.00	623.90	476.80	262.40
	21	905.90	632.30	488.20	267.35
	22	922.90	641.40	499.60	271.55
	23	940.10	650.00	510.25	276.20
	24	956.70	657.50	521.10	281.45
	25	973.40	667.20	532.05	284.65
	26	990.30	676.40	539.20	290.25
	27	1007.75	684.75	546.00	293.40
	28	1024.40	692.95	552.60	297.25
	29	1041.60	702.25	559.30	301.25
	30	1058.85	710.55	566.10	305.25
	31	1071.60	719.55	572.40	309.00
	32	1083.50	728.00	579.50	313.15
	33	1096.85	736.55	586.20	316.75
	34	1109.80	745.30	592.80	321.45
	35	1122.80	753.25	599.45	325.20
Global (Ont)	36	1135.60	759.90	604.45	328.70
	37	1148.05	766.15	609.00	332.85
	38	1161.20	772.50	614.50	336.65
	39	1173.65	779.25	618.50	340.35
	40	1186.65	785.70	623.65	344.70
	41	1195.40	790.00	627.95	347.55
	42	1203.75	798.55	632.95	351.20
	43	1212.30	805.10	637.45	354.05
	44	1221.10	811.55	641.85	357.85
	45	1229.45	817.50	646.95	360.75
	46	1238.60	824.10	651.95	364.70
	47	1247.10	830.60	656.50	367.90
	48	1255.90	836.90	661.30	371.05
	49	1264.45	843.40	666.15	374.25
	50	1273.25	849.65	671.10	377.55
51 and over: add	per unit	1.65	1.26	0.95	0.51
e.g.-Global	(Net) 73	1311.20	878.63	692.95	389.28

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1804 Table A: Wild Spot Commercials, National TV:
 Year 2: July 2, 2018 to June 30, 2019
 Cumulative Payment of Wild Spot Commercials for Once Cycle of 13 Weeks' Use

Market Unit	Principal	Silent-On Camera	Solo Singer/Voice-Over	Group Singer
	415	647.05	474.70	316.95
	6	654.70	483.45	328.65
Vanctouver	7	662.05	496.80	333.75
	8	699.35	507.45	351.10
	9	716.65	518.05	362.00
	10	733.95	528.65	373.35
Montreat	11	751.30	539.20	384.40
	12	768.25	550.25	393.80
	13	786.15	561.35	408.05
	14	806.90	571.25	418.95
	15	820.30	582.65	429.65
	16	837.45	593.45	441.30
Toronto	17	862.80	604.05	452.35
	18	879.70	614.75	463.00
	19	888.70	623.65	473.15
	20	906.80	636.40	486.35
	21	924.00	644.95	497.95
	22	941.35	654.25	509.60
	23	958.90	663.00	520.35
	24	973.85	670.65	531.30
	25	992.85	680.35	543.70
	26	1010.10	689.95	550.00
	27	1027.90	698.45	556.90
	28	1044.90	706.80	563.65
	29	1062.45	716.30	570.30
	30	1080.05	724.75	577.40
	31	1099.80	733.95	585.65
	32	1109.15	742.35	591.10
	33	1118.80	751.30	597.90
	34	1132.00	760.20	604.65
	35	1145.25	768.30	611.45
Global (Ont)	36	1158.90	775.40	616.55
	37	1171.00	781.45	621.20
	38	1184.40	788.95	626.80
	39	1197.10	794.85	630.85
	40	1210.40	801.40	636.10
	41	1219.30	803.80	640.30
	42	1227.85	814.30	643.80
	43	1236.35	821.20	650.20
	44	1243.30	827.80	654.70
	45	1244.05	833.85	659.90
	46	1263.35	840.80	663.00
	47	1272.85	847.20	669.65
	48	1281.00	853.65	674.95
	49	1289.75	860.25	679.45
	50	1298.70	866.65	684.30
Standard: add permit		1.68	1.29	0.97
e.g. Global (ntt)	73	1337.34	896.32	706.81

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1804— Table A: Wild Spot Commercials, National TV:
 Year 3: July 1, 2019 to June 30, 2020
 Cumulative Payment of Wild Spot Commercials for Once Cycle of 13 Weeks' Use

	Market Unit	Principal	Silent-On Camera	Solo Singer/Voice-Over	Group Singer	
Vancouver	1-5	660.00	484.20	525.30	195.05	
	6	676.00	495.15	535.20	199.55	
	7	695.70	506.55	546.55	206.45	
	8	715.55	517.60	558.10	213.05	
	9	731.00	526.40	569.25	219.70	
	10	746.65	539.45	580.80	226.15	
	Montreal	11	766.55	550.00	592.10	230.30
		12	785.60	561.25	605.70	235.60
		13	801.85	572.80	616.20	239.95
		14	825.10	582.65	627.55	245.00
15		856.70	594.50	638.45	249.90	
Toronto	16	854.20	605.90	649.55	255.90	
	17	880.05	616.15	661.00	259.45	
	18	897.50	627.05	672.65	264.10	
	19	906.65	630.55	684.05	268.40	
	20	924.95	639.15	696.10	273.00	
	21	942.50	647.85	707.90	276.15	
	22	960.20	657.55	719.80	282.55	
	23	978.10	667.25	730.95	287.50	
	24	995.55	674.05	742.15	292.85	
	25	1012.70	684.15	754.55	296.15	
	26	1030.50	705.75	761.00	301.95	
	27	1048.45	712.60	768.05	305.25	
	28	1065.80	720.55	774.90	309.55	
	29	1083.70	730.65	781.90	313.40	
	30	1101.65	739.25	788.95	317.70	
31	1114.50	746.65	795.55	321.50		
32	1129.25	757.40	802.90	325.00		
33	1141.20	766.55	809.65	329.55		
34	1154.65	775.40	816.75	334.05		
35	1168.15	785.65	823.70	338.55		
Ottawa (Ont)	36	1181.45	790.60	828.90	341.95	
	37	1194.40	797.10	835.60	346.50	
	38	1206.10	804.75	843.55	350.25	
	39	1224.05	810.75	849.45	354.10	
	40	1234.60	817.45	856.80	358.65	
	41	1245.70	821.90	863.50	361.00	
	42	1252.40	830.80	868.50	365.55	
	43	1261.50	837.60	865.20	368.55	
	44	1270.40	844.55	867.80	372.50	
	45	1279.15	850.55	875.10	375.50	
	46	1288.60	857.40	878.50	379.45	
	47	1297.50	864.15	885.05	382.75	
	48	1306.60	870.70	888.05	386.00	
	49	1315.55	877.45	895.05	389.40	
	50	1324.65	884.00	898.20	392.60	
Stand over: add e.g. Ottawa	per unit (unit)	1.71	1.32	0.99	0.55	
		1565.98	914.56	720.97	404.99	

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1805—Table B: Network Spot Commercials, National TV

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

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

	Market Unit	Principal	Silent-On Camera	Solo Singer/Voice-Over	Group Singer	
Vancouver	1	887.83	891.43	414.30	237.03	
	6	911.70	885.73	429.23	244.43	
	7	935.43	880.33	444.43	232.40	
	8	959.70	893.40	459.13	260.23	
	9	983.00	740.43	473.10	268.43	
Montreal	10	1006.80	724.90	487.30	277.83	
	11	1030.33	739.30	501.80	281.33	
	12	1054.30	754.23	516.76	288.26	
	13	1077.83	768.30	531.83	294.33	
	14	1102.13	783.80	546.33	300.83	
Toronto	15	1126.73	798.30	561.00	306.40	
	16	1149.70	812.43	575.30	312.23	
	17	1172.83	827.33	589.43	318.83	
	18	1196.33	842.23	603.00	324.60	
	19	1220.03	857.13	617.83	330.13	
CTV (Ont)	20	1244.10	871.23	632.00	336.83	
	21	1268.33	884.00	646.30	341.83	
	22	1292.70	896.43	660.40	347.03	
	23	1315.80	908.33	674.30	352.00	
	24	1338.30	921.63	688.73	357.43	
	25	1360.20	934.00	702.45	362.33	
	26	1382.30	945.33	716.80	368.20	
	27	1404.10	956.60	730.23	373.43	
	28	1425.80	970.33	743.10	378.33	
	29	1446.33	983.33	756.23	383.33	
	30	1467.03	995.33	769.33	388.10	
	31	1496.43	1,008.23	782.00	394.30	
	32	1515.73	1,019.70	794.80	398.73	
	33	1533.33	1,031.83	807.30	403.83	
	34	1552.30	1,040.00	819.30	408.40	
	35	1570.10	1,053.63	832.73	413.33	
	36	1588.13	1,065.30	845.33	418.63	
	37	1606.00	1,074.33	857.33	423.80	
	38	1624.00	1,083.13	869.40	428.30	
	39	1642.33	1,092.03	881.30	433.13	
	40	1660.00	1,101.30	892.73	437.33	
	41	1672.43	1,109.80	904.80	441.30	
	42	1684.00	1,118.30	916.33	446.23	
	43	1696.10	1,127.30	928.20	450.30	
	44	1708.80	1,136.43	939.30	454.43	
	45	1720.33	1,144.40	950.80	458.33	
	46	1733.10	1,153.70	961.33	462.33	
	47	1744.03	1,161.80	972.03	465.83	
	48	1755.30	1,169.30	982.00	470.30	
	49	1766.80	1,177.40	992.30	473.23	
	50	1778.30	1,185.80	1,001.43	477.63	
	\$1 and over/cadd per unit		2.30	1.76	1.18	.81
	cg, CBC, CTV, Global etc		1858.30	1247.84	930.89	498.33

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1805—Table B: Network Spot Commercials, National TV

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

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

	Market Unit	Principal	Silent-On Camera	Solo-Singer/Voice-Over	Group Singer
Vancouver	1	905.00	864.50	422.00	241.00
	6	929.99	879.05	437.05	249.55
	7	934.15	894.15	455.55	257.45
	8	976.90	709.50	466.55	265.45
	9	1009.25	724.05	484.00	273.00
Montreal	10	1026.79	739.00	499.00	281.59
	11	1091.99	754.50	514.70	289.60
	12	1099.40	769.55	530.10	299.95
	13	1099.40	785.55	545.55	300.25
	14	1124.20	799.50	561.55	306.69
Toronto	15	1148.25	814.55	576.50	312.59
	16	1172.40	828.70	591.10	318.50
	17	1196.50	844.10	606.55	323.25
	18	1220.90	859.10	621.20	331.10
	19	1244.45	874.50	636.55	336.75
	20	1269.00	886.70	651.00	345.40
	21	1295.70	901.70	665.55	348.70
	22	1316.25	914.40	680.75	354.00
	23	1341.90	927.15	696.15	359.05
	24	1365.70	940.10	710.70	364.00
	25	1390.45	952.70	725.70	370.20
	26	1414.25	964.85	735.20	375.55
	27	1438.90	977.75	744.05	380.90
CTV (Ont)	28	1461.25	990.55	755.90	386.10
	29	1485.50	1003.65	765.50	391.00
	30	1509.25	1015.85	772.50	396.90
	31	1526.40	1028.40	781.40	402.40
	32	1546.05	1040.10	790.50	406.75
	33	1564.20	1052.50	800.00	411.70
	34	1585.55	1060.80	808.85	416.55
	35	1601.50	1070.75	818.80	421.00
	36	1619.90	1080.60	824.70	427.00
	37	1636.10	1095.85	830.85	432.05
	38	1656.50	1104.80	836.80	437.05
	39	1675.40	1115.90	842.85	441.80
	40	1695.20	1125.55	849.40	446.70
	41	1705.90	1132.00	855.55	450.55
	42	1717.70	1140.85	861.45	455.20
	43	1730.00	1150.45	867.20	459.90
	44	1745.00	1159.20	875.65	465.55
	45	1754.75	1167.50	880.05	468.15
	46	1767.75	1176.75	885.50	471.80
	47	1779.55	1185.05	891.55	475.15
	48	1791.45	1195.50	897.20	479.70
	49	1804.20	1205.50	902.90	482.70
	50	1816.90	1214.55	909.90	487.20
\$1 and over: add per unit e.g. CBC, CTV, Global etc	51	2.55	1.00	1.18	0.62
		1896.20	1272.75	949.42	506.28

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1805 Table B: Network Spot Commercials, National TV

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

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

	Market Unit	Principal	Silent-On Camera	Solo Singer/Voice-Over	Group Singer
Vancouver	1	923.70	877.80	451.05	248.85
	6	948.55	892.65	446.80	254.55
	7	973.25	908.05	462.40	262.80
	8	998.50	923.50	477.70	270.75
Montreal	9	1023.50	939.15	494.50	279.50
	10	1047.50	954.20	509.50	287.80
	11	1072.00	969.30	523.00	295.55
	12	1096.50	984.55	540.50	299.85
Toronto	13	1121.00	999.55	556.45	308.25
	14	1146.70	1013.50	572.80	312.80
	15	1171.20	1027.75	587.85	318.80
	16	1195.85	1042.25	602.90	324.85
CTV (Ont)	17	1220.25	1056.00	618.50	331.75
	18	1245.50	1069.50	633.80	337.70
	19	1269.55	1083.80	649.10	343.50
	20	1294.40	1098.45	664.85	349.50
	21	1319.55	1113.25	678.85	353.85
	22	1344.40	1127.70	694.55	361.10
	23	1368.75	1142.70	710.05	368.25
	24	1393.00	1158.30	724.90	371.90
	25	1418.25	1174.55	740.20	377.00
	26	1442.55	1188.15	749.90	383.05
	27	1467.85	1199.50	759.55	388.50
	28	1490.50	1210.15	769.00	393.80
29	1513.20	1223.70	778.45	398.80	
30	1535.45	1236.15	787.95	404.85	
31	1558.55	1248.55	797.05	410.45	
32	1579.55	1260.90	806.10	414.90	
33	1599.50	1273.55	816.00	419.55	
34	1619.00	1286.00	825.05	424.90	
35	1638.55	1298.50	833.20	430.05	
36	1658.50	1310.55	841.20	435.55	
37	1678.85	1322.75	849.45	440.70	
38	1699.85	1334.90	855.55	445.80	
39	1708.90	1346.20	859.70	450.85	
40	1727.05	1357.80	866.40	455.85	
41	1744.00	1369.65	872.45	459.55	
42	1760.05	1381.65	878.70	464.50	
43	1776.00	1393.45	884.55	468.70	
44	1791.85	1405.40	891.10	472.80	
45	1808.85	1417.65	897.65	477.50	
46	1825.10	1429.50	903.00	481.25	
47	1841.15	1441.75	909.40	484.85	
48	1857.50	1454.15	915.15	489.50	
49	1874.50	1466.05	920.95	492.55	
50	1892.05	1478.50	927.50	496.95	
\$1 and over: add per unit					
e.g. CBC, CTV, Global etc		1954.25	1298.56	968.50	518.57

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

(a) **Minimum Guarantee per Cycle** For each cycle of use of a program commercial (non-prime-time or prime-time), exclusive of the first cycle, there shall be a prepaid minimum guaranteed payment to each Performer to whom residual payments are applicable of no less than an amount equal to three (3) prime-time occasions at eighty (80) units (see Article 1807, Table D). Subsequent use payments within the cycle, calculated in accordance with Article 1806(c) or Table D or E in Article 1807 or 1808, may be credited against such minimum guarantee at the end of the cycle.

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- (b) ~~**Broadcast Lag** In the case of program commercials where all broadcasts of the same episode do not occur at the same date and time on all stations, the advertising agency shall file with ACTRA a declaration that lists the markets involved in such a situation. It shall be deemed that one play of a given commercial within a given program on all such stations shall constitute one (1) use of such commercial, and it shall be paid as a single use based on the total cumulative unit weight of all the markets concerned.~~
- (c) ~~**Prepayment of Program Commercial for One Cycle of Thirteen (13) Weeks' Use** The following prepayment table (Table C) has been calculated using twelve (12) uses as the maximum figure for each Performer category and for each unit grouping in the prime time program table.~~
- ~~To apply the prepayment principle to a cycle, it will be necessary to state the markets used for each of the uses (uses may be prime time or non prime time) in the thirteen (13) week cycle, showing the total number of units per each such use. The highest number of units in the cycle will then be used as the prepayment weight level for the cycle. The corresponding dollar figure in Table C shall then be applied per Performer category. It is imperative that when an advertiser takes the option to use the following prepayment table, declaration of use and payment for the entire cycle must be made in one lump sum within~~
- ~~twenty-one (21) calendar days of the beginning of the cycle. In the event that additional units are added during the thirteen (13) week cycle, the required upgrade payments will be made at the end of the cycle.~~
- (d) ~~**No Combined Spot and Program Rate** In the event that a commercial is used both as a spot and as a program commercial, the Performer shall be paid separately, as provided herein, for each kind of use.~~
- (e) ~~**Live Broadcasts** In the event that a program commercial is used in a live broadcast that occurs in prime time in one part of Canada and in non prime time in another part of Canada, residual fees shall be calculated at prime time rates for the full market unit value of the use.~~

Table C: Program Commercials, National TV

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

Prepayment Fees for One Cycle of 13 Weeks' Program Use

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

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

Prepayment Fees for One Cycle of 13 Weeks' Program Use

Market Units	Principal	Sitent-On Camera	Solo-Singer/Voice Over	Group Singer
0-51	\$2,400.95	\$1,525.30	\$1,298.30	\$1038.50
52-81	2,549.45	1,654.95	1,428.10	1,102.95
82-111	2,855.90	1,784.95	1,525.30	1,200.70

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112 ~~7~~ 3083.10 1,882.10 1,654.90 1,298.50

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

Prepayment Fees for One Cycle of 13 Weeks' Program Use

Market Units	Principal	Silent-On Camera	Solo-Singer/Voice-Over	Group Singer
0-51	\$2,448.95	\$1,555.80	\$1,324.25	\$1059.25
52-81	2,600.45	1,688.05	1,456.65	1,1125.00
82-111	2,913.00	1,820.65	1,555.80	1,224.70
112 7	3144.75	1,919.75	1,688.00	1,324.25

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1807—Table D: Program, Commercials, National TV

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

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

Market Unit	Principal	SOC	Solo Singer/ Voice-Over	Group Singer
1	78:00	90:55	90:55	90:55
6	85:00	94:10	93:05	98:10
7	92:45	97:80	96:70	100:90
8	98:05	102:00	99:75	105:20
9	105:25	105:40	105:10	105:00
10	112:00	109:20	105:90	108:25
11	116:50	112:85	108:50	110:55
12	121:40	115:90	110:00	112:20
13	126:50	118:85	110:05	114:10
14	131:05	121:05	110:05	116:25
15	135:05	123:50	111:00	117:05
16	140:00	126:25	111:15	119:75
17	145:10	129:05	111:50	122:00
18	150:35	131:05	112:40	123:05
19	154:05	133:05	113:00	125:40
20	159:05	135:70	113:05	127:50
21	162:25	137:40	113:70	129:50
22	165:50	139:35	114:20	131:25
23	168:35	140:45	114:80	132:45
24	171:05	141:00	115:20	133:15
25	174:05	141:55	115:10	133:05
26	176:85	142:35	115:55	133:15
27	179:80	143:00	116:00	133:20
28	182:55	143:55	116:05	133:05
29	185:55	144:20	116:10	133:00
30	188:50	144:50	116:15	133:00
31	189:55	145:00	116:15	133:00
32	191:00	145:00	116:15	133:00
33	192:10	145:25	116:10	133:05
34	193:10	145:50	116:05	133:05
35	194:05	146:00	116:00	133:05
36	196:25	146:50	116:00	133:00
37	197:50	147:25	116:00	133:00
38	198:50	147:40	116:00	133:05
39	199:55	147:80	116:00	133:00
40	201:15	148:00	116:00	133:00
41	201:55	148:30	116:00	133:00
42	203:15	148:50	116:00	133:00
43	205:00	149:20	116:00	133:00
44	204:55	149:50	116:00	133:00
45	205:50	150:20	116:00	133:00
46	207:25	150:55	116:00	133:00
47	207:00	151:40	116:00	133:00
48	208:80	152:10	116:00	133:00
49	209:55	152:55	116:00	133:00
50	210:05	153:55	116:00	133:00
51 and over-add per unit	0:00	0:00	0:00	0:00

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1807—Table D: Program, Commercials, National TV

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

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

Market Unit	Principal	SOC	Solo Singer/ Voice-Over	Group Singer
1	80.15	51.55	51.55	56.65
6	86.70	55.20	54.70	58.85
7	94.50	58.95	57.85	61.70
8	100.60	63.25	60.95	64.05
9	107.55	66.70	64.55	66.70
10	114.25	70.60	67.20	69.20
11	116.65	74.50	69.65	71.55
12	125.65	77.40	72.00	73.25
13	129.05	80.45	74.50	75.20
14	133.65	83.50	76.55	77.40
15	138.55	86.00	79.35	79.00
16	143.60	88.00	81.75	80.95
17	148.00	92.05	82.95	83.25
18	153.55	95.95	85.95	85.15
19	157.95	96.90	86.90	86.70
20	162.95	101.70	88.60	88.65
21	169.50	105.45	90.45	89.85
22	168.80	104.40	92.00	90.85
23	171.90	106.55	93.65	91.85
24	174.45	108.10	95.05	92.95
25	177.55	109.70	97.00	94.10
26	180.40	111.55	98.40	94.60
27	183.40	112.60	99.00	95.70
28	186.20	114.60	100.60	96.55
29	189.25	115.95	101.75	97.90
30	192.05	118.40	103.60	98.55
31	195.15	118.85	105.95	99.70
32	194.00	120.50	105.05	100.50
33	195.95	121.65	106.20	101.55
34	196.95	123.00	107.15	102.25
35	198.55	124.50	108.10	103.10
36	200.20	125.55	109.15	104.45
37	201.25	126.25	109.40	105.05
38	202.45	127.90	109.75	105.50
39	203.95	128.90	110.95	106.50
40	205.15	129.45	111.95	106.70
41	206.00	130.05	112.00	107.40
42	207.20	131.50	112.80	107.80
43	207.90	131.60	113.95	108.60
44	209.05	133.50	113.85	109.50
45	209.60	133.60	114.45	109.00
46	211.40	134.90	115.25	109.45
47	211.75	135.05	115.65	109.75
48	213.00	135.75	116.65	111.25
49	213.75	136.45	117.05	111.55
50	214.65	137.25	118.40	111.60
51 and over-add per unit	0.70	0.40	0.41	0.54

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1807—Table D: Program, Commercials, National TV

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

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

Market Unit	Principal	SOC	Solo Singer/ Voice-Over	Group Singer
1	81.75	52.40	52.40	57.40
6	88.45	56.50	55.80	59.65
7	96.20	60.15	59.00	62.55
8	102.80	64.50	62.15	64.55
9	109.50	68.65	65.65	67.65
10	116.55	72.00	68.55	70.20
11	121.25	73.80	71.25	72.40
12	126.55	78.55	73.45	74.50
13	131.65	82.05	76.00	76.50
14	136.90	84.55	78.10	78.55
15	141.10	88.75	80.55	80.20
16	146.25	91.80	82.55	82.55
17	150.55	94.50	84.00	84.50
18	156.40	97.85	86.75	86.45
19	161.90	100.90	88.95	88.65
20	166.20	103.75	90.55	90.00
21	168.80	105.50	92.25	91.25
22	172.20	108.50	93.85	92.05
23	175.55	108.70	95.50	93.50
24	177.55	110.25	96.55	94.00
25	181.10	111.90	98.55	95.80
26	184.00	113.80	100.55	96.10
27	187.05	115.05	101.00	97.20
28	189.90	116.50	102.00	98.10
29	195.05	118.25	105.80	99.05
30	195.90	120.75	105.65	100.10
31	197.00	121.25	106.05	101.50
32	198.70	122.70	107.15	102.10
33	199.85	124.10	108.50	103.20
34	200.90	125.45	109.50	103.90
35	202.50	127.00	110.25	104.75
36	204.20	127.85	111.55	106.15
37	205.50	128.80	111.60	106.75
38	206.50	130.45	111.55	107.00
39	208.05	130.85	112.55	107.20
40	209.25	132.05	113.80	108.45
41	210.10	132.65	114.25	109.15
42	211.55	134.15	115.05	109.55
43	212.05	134.45	115.80	109.55
44	213.25	136.15	116.15	110.50
45	214.00	136.50	116.75	111.80
46	215.65	137.80	117.55	112.25
47	216.00	137.75	117.55	112.55
48	217.25	138.45	119.00	113.10
49	218.05	139.20	119.40	113.20
50	219.15	140.80	120.75	114.45
51 and over-add per unit	0.71	0.65	0.42	0.55

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1808—Table E: Program, Commercials, National TV
Year 1: August 05, 2017 to June 30, 2018
Per Use Payment (Cumulative Units) of Non-Prime Time Program Commercials

Market/Unit	Principal	SOC	Voice-Over	Singer
1-5	99.75	25.35	25.05	17.00
6	45.00	27.60	26.80	19.40
7	45.35	29.10	28.75	20.70
8	49.00	34.20	30.40	22.00
9	55.00	35.60	32.40	23.50
10	56.70	35.75	33.70	24.55
11	59.15	36.90	34.90	23.85
12	61.00	38.40	36.10	26.90
13	64.05	39.95	37.15	27.80
14	66.70	41.00	37.65	28.80
15	68.00	42.75	39.10	30.20
16	71.15	44.10	40.40	30.60
17	73.70	45.75	41.00	31.20
18	76.05	46.95	42.90	32.40
19	78.55	48.15	43.40	32.90
20	81.25	49.50	44.80	33.00
21	82.45	50.50	45.15	34.05
22	85.30	51.80	45.80	34.90
23	85.00	52.40	46.95	35.75
24	88.15	53.90	47.35	36.10
25	87.80	54.80	47.90	37.15
26	89.45	55.70	48.85	37.25
27	90.55	56.70	49.45	37.45
28	92.45	57.65	50.00	37.65
29	93.25	58.75	50.75	38.40
30	95.05	59.85	51.75	38.85
31	95.40	60.15	51.90	39.10
32	96.45	60.80	52.20	39.85
33	97.00	61.50	52.40	40.15
34	97.00	61.75	53.40	40.40
35	98.15	62.05	53.65	40.85
36	98.90	62.20	53.85	40.90
37	99.70	62.75	54.10	41.00
38	100.10	63.75	54.35	41.35
39	101.30	64.05	54.70	41.80
40	101.85	64.20	55.00	42.20
41	102.20	64.65	55.05	42.65
42	102.35	65.15	56.10	42.70
43	103.00	65.40	56.25	42.95
44	103.10	65.45	56.45	43.00
45	103.45	66.65	56.70	43.20
46	104.10	66.80	56.75	43.40
47	104.45	66.95	57.20	43.50
48	104.95	67.15	57.25	44.10
49	105.05	67.90	57.45	44.55
50	105.90	68.55	57.85	44.70
Stand over-add per unit	0.00	0.15	0.15	0.11

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1808—Table E: Program Commercials, National TV
 Year 2: July 1, 2018 to June 30, 2019
 Per Use Payment (Cumulative Units) of Non-Prime Time Program Commercials

Market Unit	Principal	SOC	Voice-Over	Singer
1	40.55	25.85	25.55	17.95
2	43.85	28.15	27.35	19.80
3	46.85	29.70	29.35	21.10
4	50.00	31.80	31.00	22.45
5	54.45	34.25	33.05	23.95
6	57.85	36.45	34.35	24.85
7	60.55	37.85	35.80	26.35
8	62.85	39.15	36.80	27.45
9	65.55	40.75	37.90	28.55
10	68.05	41.80	38.40	29.40
11	69.95	43.00	39.30	30.80
12	72.35	43.00	41.20	31.20
13	75.15	46.05	41.80	31.80
14	77.55	47.90	43.35	33.05
15	80.10	49.10	44.25	33.55
16	82.90	50.50	45.70	34.25
17	84.40	51.50	46.05	34.75
18	85.15	52.85	46.75	35.80
19	85.70	53.45	47.90	36.45
20	87.85	55.00	48.30	36.80
21	89.35	55.70	48.85	37.90
22	91.25	56.80	49.25	38.00
23	92.35	57.85	50.75	38.20
24	94.30	59.00	51.00	38.40
25	95.10	59.95	51.75	39.15
26	96.95	61.05	52.80	39.65
27	97.30	61.35	52.95	39.90
28	98.40	62.00	53.25	40.65
29	98.95	62.35	53.45	40.95
30	99.35	63.00	54.45	41.20
31	100.10	63.30	54.70	41.65
32	100.90	63.45	54.95	41.70
33	101.70	64.00	55.20	41.80
34	102.10	65.05	55.65	42.20
35	103.35	65.35	55.80	42.65
36	103.90	65.30	56.70	43.05
37	104.25	65.95	56.75	43.30
38	104.40	66.45	57.20	43.35
39	105.05	66.70	57.40	43.80
40	105.15	66.75	57.60	43.85
41	105.30	68.00	57.85	44.05
42	106.20	68.15	57.90	44.25
43	106.55	68.30	58.35	44.35
44	107.05	68.50	58.40	45.00
45	107.15	68.65	58.60	45.45
46	107.60	69.70	59.00	45.80
47 and over: add per unit	0.41	0.15	0.15	0.11

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1808 Table E: Program, Commercials, National TV

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

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

Market Unit	Principal	SOC	Voice-Over	Singer
1	41:55	26:55	26:05	18:50
2	44:75	28:70	27:20	20:20
3	47:80	30:50	29:25	21:50
4	51:00	32:45	31:00	22:50
5	55:55	34:55	33:70	24:45
6	59:00	37:20	35:05	25:35
7	61:55	38:00	36:00	26:20
8	64:10	39:25	37:25	26:00
9	66:05	41:35	38:05	26:20
10	67:00	42:05	39:15	26:00
11	71:55	44:45	40:70	27:40
12	74:00	45:30	42:00	27:80
13	76:05	47:00	42:05	27:45
14	79:10	48:05	44:40	29:70
15	81:70	50:10	45:15	30:20
16	84:55	51:50	46:00	30:25
17	85:00	52:55	46:25	31:45
18	86:05	55:30	47:70	30:50
19	88:45	54:50	48:05	32:20
20	89:00	56:10	49:45	32:55
21	91:55	56:00	49:05	32:05
22	95:10	57:25	50:05	32:75
23	94:20	59:00	51:45	32:25
24	96:20	60:20	52:00	33:15
25	97:00	61:15	52:00	33:25
26	98:20	62:25	53:05	40:45
27	99:25	62:00	54:00	40:70
28	100:55	65:25	54:30	41:45
29	100:25	65:00	54:30	41:75
30	101:55	66:25	55:55	42:00
31	102:10	66:55	55:00	42:50
32	102:20	66:70	56:05	42:55
33	103:75	65:30	56:30	42:05
34	104:15	66:55	56:75	43:05
35	105:00	66:05	56:20	43:50
36	106:00	66:00	57:05	43:20
37	106:55	67:25	57:20	44:55
38	106:30	67:00	58:55	44:40
39	107:15	68:05	58:55	44:70
40	107:25	68:10	58:75	44:75
41	107:00	69:55	59:00	44:25
42	108:30	69:50	59:05	45:15
43	108:70	69:05	59:30	45:25
44	109:20	69:05	59:55	45:20
45	109:30	70:00	59:75	46:55
46	109:75	71:10	60:20	46:50
47	109:25	67:15	61:15	46:15

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.

1819 Specialty and Cable Television Use Performers engaged in commercials produced specifically for specialty and cable television use shall be paid the Session Fee prescribed in Article 1202 of this Agreement. Other

Commented [KAV2]: *NEW PROPOSAL*
Proposal:
 New definition for Broadcast Television Use

Commented [KAV3]: NOTE: Update article reference, as available.

Commented [KAV4]: *NEW PROPOSAL*
Proposal:
 New definition for Specialty/Cable Television Use.

Rationale:
 This Use type exists in Article 1819 however there is no definition.

Commented [KAV5]: NOTE: Suggest to delete this article as Use is captured in the Use Chart now.

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~~production related fees (such as, but not limited to, hourly work time, additional work time, overtime, etc.) shall be as provided for in the respective sections of this Agreement. Performers shall receive residual payments according to Article 1804, Table A, for ten (10) units. One (1) additional unit shall be payable for each additional specialty service on which the commercial is used. Where material produced originally for specialty and cable television use is used on conventional television, appropriate step-up fees shall be paid to compensate for the additional use. The total fees payable shall be equal, whether a specialty and cable television commercial is used on conventional television or vice versa, when the same markets are involved.~~

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

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

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.

Commented [KAV6]: *NEW PROPOSAL*
Proposal:
New definition for Audio Use

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.

Commented [KAV7]: *NEW PROPOSAL*
Proposal:
New definition for OOH. Previously referred to as Other Media. Replaced Article 1818.

~~**18201805** **Digital Media (Video Only) Commercials Use** is This section applies to all when a Commercial is delivered to the viewer via the internet or other made for or designed for exhibited on Digital Media, defined as digital content, electronic, or any other type of 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, including, but not limited to, commercials delivered via Internet podcasts, mobile phones, and other digital electronic media. The term Digital Media is intended to be all inclusive of digital, electronic or any other type of delivery platform, whether now known or unknown.~~

Commented [KAV8]: *NEW PROPOSAL*
Proposal:
New definition for Digital Media Use.

~~**Broadcast Commercials Used in Digital Media (Move over)**~~

~~(i) The advertiser involved in the production of a commercial produced for broadcast on television or radio may use that Commercial on one of their advertiser's websites that it owns or controls, and on their advertiser's 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.~~

Commented [KAV9]: NOTE: Language inputted here is from the Letter of Understanding (Schedule A) from August 31, 2018.

~~(a) This Section is applicable to parties other than the advertiser.~~

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(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.

1806 Addendum No. 2 202 Short-Life "Short-Life commercials" are understood to mean television and/or radio rates apply exclusively to commercials created to advertise a special event, promotion, deal, price or other occurrence that will be available in a market for either seven (7) days, fourteen (14) days, thirty-one (31) days or forty-five (45) days. Such commercials may feature no more than four (4) products or services or may feature no more than four (4) of a group of such products advertised under the same brand name.

A "change" is defined as any allowable single alteration or group of alterations made to a the alterable portion of a Short Life Commercial. However, the master portion must comprise at least half of the Commercial. Each Commercial differing only in designating retailer locations, store hours, prices, sizes, quantities, sales dates or the composition of up to four (4) products. The aforementioned allowable changes may be made in any part of the Commercial. Such commercials may feature no more than four (4) products or services or may feature no more than four (4) of a group of such products advertised under the same brand name. Short-Life use periods are consecutive days and may only be accessed once per Commercial. Short Life Commercials must be broadcast. 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.

Commented [KAV10]: *NEW PROPOSAL*

Proposal:

Propose to delete Addendum No. 2 in its entirety and capture language in this definition and throughout the current articles of the NCA + the S-L Audio Only Rates Sheet.

Commented [KAV11]: NOTE: Relocated definition language from Addendum No. 2 (Article 202). Edits to language shown in tracked changes.

Commented [KAV12]: NOTE: Language relocated from Addendum No. 2 (Article 401). Slight variance in language shown in tracked changes.

Commented [KAV13]: NOTE: language relocated from Addendum No. 2 (Article 401). Edits shown in tracked changes.

Commented [KAV14]: NOTE: Language relocated from Addendum No. 2 (Article 401). Edits shown in tracked changes.

Commented [KAV15]: NOTE: Relocated from Addendum No. 2 (Article 501). Edits to language shown in tracked changes.

Commented [KAV16]: NOTE: Relocated definition language from Addendum No. 2 (Articles 404 & 406).

Commented [KAV17]: NOTE: Language relocated from Addendum No. 2 (Article 401). Slight variance in language shown in tracked changes.

Commented [KAV18]: NOTE: language relocated from Addendum No. 2 (Article 401). Edits shown in tracked changes.

Commented [KAV19]: NOTE: Language relocated from Addendum No. 2 (Article 401). Edits shown in tracked changes.

Commented [KAV20]: NEW NCA PROPOSAL

Propose to delete Billboards altogether.

NOTE: This is an Agreed to Item (U20 from 2021-Dec-1 at 13h15) as outlined below:

Article 1809 Billboards Performers shall be paid session fees as per Section 12 and Section 21. Residual fees shall be paid as per Section 18 and Section 21. For the purpose of this section, a program introduction, cross-plug and sign-off shall be treated as a single production and paid as such.
Delete the rest.

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

minimum Session Fee \$585.50/\$597.00/\$609.00

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~~Session Fee of \$164.50/\$168.00/\$171.50 for each segment of a billboard as defined in Article 404, whichever is greater.~~

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

~~minimum Session Fee \$802.50/\$818.50/\$835.00~~

~~Session Fee of \$240.50/\$245.50/\$250.50 for each segment, whichever is the greater.~~

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

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

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

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

~~1807~~ ~~1810~~ **French/English Commercials**

- (a) The broadcasting of a Commercial post-synchronized in a second language shall amount to the creation of a new Commercial with respect to on-camera Performers, except for conditions specifically provided herein.
- (b) When an English-language Commercial is transformed into a French Commercial through the addition of a French voice-over, provided that the on-camera changes are limited to package change, 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) The casting breakdown will be written in English for all auditions requiring ACTRA Performers. The Engager may not audition ACTRA Performers for Background categories unless the Engager has notified ACTRA in advance of such requirement. As well, such notification shall be given on the casting breakdown.~~

Commented [KAV21]: NOTE: ICA/ACA tabled language for 1810 (E4 and E14). This has not been agreed to. ACTRA provided a counter proposal - language inserted for reference (Signs and Supers).

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- (ii) When a Commercial is made for use in both languages without on-camera Performers, the English Voice-Over performance will be paid under the ACTRA Agreement.
- ~~(iii) When a commercial is made in both languages and the on-camera performance has been recorded outside Canada, the English Voice-Over will be paid as a Principal Performer under the ACTRA Agreement.~~
- ~~(iv)~~ When a Commercial is ~~produced in~~ 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.
- ~~(v)~~ 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 ~~ACTRA Agreement~~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 ~~ACTRA Agreement~~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.

- ~~(vi)~~ Where a Performer uses both languages in a bilingual commercial, ~~his/her~~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.

~~CA/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.

18111808

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

Commented [KAV22]: AGREED TO ITEM - 2022-Feb-11 at 11h00

Turquoise shows simplification to agreed to language.

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

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) The union jurisdiction applicable to commercials produced in a language other than English or French (e.g., Italian, German, Greek, etc.) for use in Canada shall be determined by the Reciprocal Agreement between ACTRA and UoA. 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) Performers engaged in commercials under the jurisdiction of ACTRA shall be qualified, contracted and paid in accordance with this Agreement. When a commercial is dubbed into another language(s) version, the on-camera Performers shall be compensated, regardless of the number of additional languages, for one (1) additional Session Fee and one (1) additional residual fee per the grid below. 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) When a commercial produced under the terms of this Agreement is transformed into another language version (other than French) through the addition of a voice over in that language, the Silent-On-Camera Performers in the commercial shall be paid additional residual fees in accordance with the unit value of the additional markets, if any, in which the commercial is used. Residuals for Digital Media Use shall be paid as per the Video Residual/Use Rate Chart.
- (d) Session and residual fees for Voice-Over Performers include the first (1st) and second (2nd) language versions per commercial. 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.
- (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 \$43.75 for apprentice members and \$52.50 for non-ACTRA Performers.

Session and Hourly Work Time Fees

Performance Category	Year	Session Fee	Hourly Work Time Fee	Included Work Time
Principal/Solo Singer (on-camera)	1	\$407.00	\$50.00	8
	2	\$415.10	\$51.00	8
	3	423.40	52.00	8
Silent on-Camera/Demonstrator	1	387.40	50.00	8
	2	395.10	51.00	8
	3	403.00	52.00	8
Voice-Over/Solo Singer	1	129.20	50.00	4
	2	131.80	51.00	4
	3	134.40	52.00	4

Commented [KAV23]: NOTE: As per proposal and Agreed to Items, the grid of fees is to be deleted in its entirety and incorporated into the existing session fee chart.

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Group Singer	1	77.30	50.00	1
	2	78.80	51.00	1
	3	80.40	52.00	1
Background Performer (no residuals)	1	161.70		
	2	164.00		
	3	168.20		

Additional Work Time and Overtime

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

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

Recall and Preproduction Rehearsal Fees

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

Residual Fees

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

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Group Singer 2 122.60
3 125.10

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

1813.005 Dormancy When a Commercial is not broadcast within twenty-six (26) weeks plus one (1) business day of either the date of production (i.e., the date of the last work Session, excluding any Voice-Over Session) or the end of the previous cycle of use, The, then the Commercial shall then be deemed unusable and shall be called a "dead" commercialDormant and unusable.

Commented [KAV24]: **RELOCATE IN NEW NCA**
Move to Part B - Reuse, Maximum Period of Use and Dormancy

The Engager must either:

- (a) release Performers in residual categories, in writing, from their commitments to the Engager ~~(a copy of this letter must also be faxed to ACTRA), 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. Such payment shall be known as a dormancy fee, and is paid to each residual Performer within twenty one (21) calendar days of the expiry date of a period of twenty six (26) weeks plus one (1) business day, and which payment will permit the Engager to broadcast the commercial within a further period of twenty six (26) weeks plus one (1) business day. Applicable residual fees shall be paid to Performers if the commercial is broadcast within the period of extended use of twenty six (26) weeks plus one (1) business day. 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 plus one (1) business day in which the dDormancy fees should have been made, in addition to the appropriate 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 Ddormancy fees. A Commercial that has continued dormant for up to five (5) additional years beyond the initial year of dDormancy may be reactivated with the Performers' consent and payment of a maximum of one (1) dDormancy fee per year to a maximum of seven (7) dDormancy fees.
- (e) **Foreign Use** A ~~dead-Dormant C~~ommercial may be reactivated for foreign ~~(not excluding U.S.)~~ use upon consent of the Performers and payment of a single dDormancy fee, plus the applicable Residual/Use fee ~~provided for in Article 2405.~~

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- (f) **Seasonal Commercial** ~~In the case of a commercial requiring seasonal production (i.e., dependent on weather or climate) or a~~ ~~The Dormancy period for a S~~seasonal ~~C~~commercial ~~as defined in Article 1816~~, the applicable time period shall be thirty-nine (39) weeks ~~plus one (1) business day~~ from the date of production or from the end of the previous cycle of use.

In the event that a Performer cannot be contacted through due diligence of the Engager and of ACTRA, then monies that may be required to be paid to the Performer pursuant to this Article shall be deposited by the Engager in trust ~~with the~~with ACTRA ~~ACTRA Performers' Rights Society ("ACTRA PRS")~~ 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 ~~C~~commercial. ~~The monies shall be held in trust by ACTRA PRS pursuant to its objects and bylaws.~~ In the event ~~that~~ the Performer is ~~subsequently~~ located, then monies held in trust for the Performer by ACTRA ~~PRS~~ shall be paid to them ~~Performer~~, and they ~~Performer~~ shall be precluded from negotiating fees for such reactivation above the amounts held in trust.

18141810 **Maximum Period of Use and Reuse of Commercials** Except for seasonal commercials ~~as provided for herein~~, the maximum period ~~during which a commercial may be used 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) of completion of principal photography~~, whichever ~~date~~ is earlier.

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

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

~~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. ~~Within the overall period of permitted use, the cycles during which the commercial is used and during which payment for use is made need not be consecutive.~~

Commented [KAV25]: NOTE: Moved from Article 1816 Seasonal Commercials. This section is more fitting.

18151811 **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

PRIVATE AND CONFIDENTIAL

Subject to errors and omissions

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Section 18

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LEGEND	
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in writing, ~~along with a fax copy of this letter~~ to ACTRA, of release from their commitments to the Engager. It is agreed that any on-camera residual Performer or Voice-Over announcer, during the original or any renewal period of use, may at any time have the right to contact the Engager to determine possible future use of a commercial in which the Performer has appeared.

~~1816~~**1812** **Seasonal Commercial** is a Commercial that is especially related to a particular season of the year ~~and , such as Christmas, June bride, Valentine's Day, snow tire or spring changeover commercials, etc. (See Article 1813 (f)).~~

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

~~if a Performer is must be declared~~ engaged for a seasonal commercial or seasonal production, it shall be so stated at the time of engagement and shall be confirmed in his/her on the Performer's contract.

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

Commented [KAV26]: *NEW PROPOSAL*
Propose to delete Dealer Commercials.

(a) ~~— prior to the release of the commercial(s) to a dealer, such signatory and the National Executive Director of ACTRA have jointly reached an agreement with such dealer, whereby the latter party becomes signatory to this Agreement and undertakes the responsibility for payment and for all residual fees for use of the television or radio commercial;~~

~~or~~

(b) ~~— at the time of delivery of a commercial to either the dealer or the advertiser who will be distributing the commercial(s), the signatory notifies such dealer or distributor in writing and such dealer or distributor signifies agreement to the terms of such notification by countersigning the letter. A copy of such letter shall be sent to the National Executive Director of ACTRA. The dealer or distributor shall be responsible for declaration of use and residual payment for use by such dealer or distributor of the commercial delivered to the dealer or distributor under this procedure. The letter shall be substantially as follows:~~

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

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

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the Performers involved of residual fees as provided for in said Agreement.

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

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

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

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

The prepayment figure is a separate fee intended to cover national advertisers who have many dealers across the country, who may or may not schedule in thirteen (13) week patterns, but who wish to retain the right to use the commercial for a year, regardless of any other use that may be made. Prepayments as referred to in this Article must be paid within twenty one (21) calendar days of the beginning of the cycle.

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

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

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

18181813 Television Commercials Used in Other Media

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

- (i) movie theatres
- (ii) fairs and exhibitions
- (iii) mobile displays

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- (iii) ~~in store monitors~~
- (iv) ~~shopping centres~~
- (v) ~~closed circuit television in hotels (vii) in flight exhibition~~
- (vi) ~~stadia, arenas and similar public places;~~

~~no additional payment is due to the Performers, provided the commercial is currently in cycle. If the commercial is not concurrently receiving television exposure, Performers shall receive residual payments according to Article 1804, Table A, for ten (10) units for each thirteen (13) week cycle. This payment shall cover use in all of the above-noted media.~~

(b) ~~**Commercials Produced for Other Media.** All Performers in commercials not produced originally for television broadcast but rather for the media listed above shall be paid Session Fees as provided for in this Agreement. Performers in residual categories shall be paid use fees as provided for in (a) above.~~

(c) ~~**Prior Consent Required** In the case of material produced originally for any of the media listed above and adapted for use as a television commercial, such material may not be used on television without the prior consent of the Performers involved. Such consent shall be evidenced by a separate engagement contract for television use.~~

(d) ~~**Use of Television Commercials in a Program.** In the event that an Engager of an entertainment or major documentary program produced for public viewing wishes to use in such a program a commercial in its entirety or an excerpt from a commercial, the following procedure shall apply:~~

Commented [KAV27]: NOTE: This forms a new article within the Use section

(ia) ~~The producer of the program shall seek permission for use of the commercial in such program from the advertising agency, advertiser and Performers in residual categories who are concerned. In the event that such permission is granted by the parties advertising agency, advertiser and Performers in residual categories who are concerned, the original Engager who holds the rights to the Commercial shall make assume the responsibility for payment to each Performer engaged in a residual category in the commercial of an amount equivalent to the applicable Session Fee of the original for their performance category, as defined in Article 1202, for each program in which the commercial or excerpt of the commercial is used.~~

(b#) ~~In the event that the Engager of the program fails to seek permission from the advertising agency, advertiser or Performers in residual categories who are concerned, or in the event that permission to use a commercial is denied by any of the aforementioned, the commercial shall not be broadcast. In the event that a commercial is broadcast in contravention of this provision, then the Engager of the program shall be responsible for payment to each Performer engaged in a residual category in the commercial of an amount equivalent to the applicable Session Fee of the original for their performance category, as defined in Article 1202, 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.~~

Commented [KAV28]: NOTE: Line added to cover this deletion (1818e).

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

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

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

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

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

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

- (a) ~~Commercials Produced for Digital Media~~

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

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

Commented [KAV29]: RELOCATE IN NEW NCA
 Move this language to Part A: Extraordinary Circumstances.

Commented [KAV30]: NOTE: Suggestion to delete as it is not used.

1820 a) _____

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

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

*limited to 5 versions

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

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

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

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

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

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

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

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

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

~~(b) Broadcast Commercials Used in Digital Media (Move over)~~

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

~~(c) Internet Use~~

~~This Section is applicable to parties other than the advertiser.~~

- ~~(i) Notwithstanding the provisions of paragraph (b)(ii) and (b) (iii) above, or any other provision in this Agreement, a party involved in the production of a commercial initially produced for~~

Commented [KAV31]: NOTE: Internet Use becomes part of Digital Media Use section (1809) after paragraph 2. Remove 'Internet Use' title.

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~~broadcast use may use that commercial on a website that it controls, for the sole purpose of demonstrating the work produced by that party.~~

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

- ~~(ii) If a party improperly or negligently fails to take reasonable steps to prevent a commercial that is being used for the sole purpose of demonstrating its work from being downloaded, copied, e-mailed or otherwise reproduced, the party operating the website shall pay the Performer(s) in the commercial in accordance with the other provisions of this Agreement, but at one hundred and twenty five percent (125%) of the applicable rate. The Parties to this Agreement are sensitive to matters pertaining to exclusivity and product conflicts, and agree that ACTRA will have the right of approval of all uses of commercials on the Internet. Such approval shall not be unreasonably withheld.~~

~~(d) Unauthorized Use~~

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

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

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

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

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

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

Commented [KAV32]: *NEW PROPOSAL*
Propose to delete article.

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~~conflict for only as long as the commercial continues to be considered an “active” commercial for television purposes.~~

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

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

1822 1814 **New Technologies and Additional Uses** ~~The CA/AGA Parties~~ agrees 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. ~~that are not currently specified in this Agreement.~~ Representatives of ACTRA and the Engager shall negotiate terms and conditions to govern such Use.

Commented [KAV33]: **RELOCATE IN NEW NCA**
Move to Part A: Meeting the Changing Needs of the Industry
NOTE: Merged language from 1818 (f) and 1822

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:

Commented [KAV34]: ***NEW PROPOSAL***
Propose to include language regarding AI that provides protections for Performers.
NOTE: Language pulled from achieved language in the SAG Commercial MOA.

- ~~(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.~~

1823 — Demo and Test Commercials

(See Section 9 for Performer auditions)

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

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

Commented [KAV35]: NOTE: Relocated to Section 1216

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

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

Commented [KAV36]: NOTE: Suggestion to delete this as it is rare and can be treated under an Extraordinary Circumstance.

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

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

Commented [KAV37]: NOTE: Suggestion to delete this section. The definition under 1203 is broad and covers TV, Radio, and Digital - simplified.

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Section 19 – EDITING AND ALTERNATE VERSIONS OF COMMERCIALS

~~1901 — Alterations Create New Commercial~~ Except as provided for in this Section, any alterations made to a single ~~C~~commercial shall create a new ~~C~~commercial, requiring the payment of ~~S~~ession and ~~R~~esidual/~~U~~se fees. Where alterations ~~to a Commercial~~ are made in accordance with this Section, the Performer shall be paid the applicable ~~R~~esidual/~~U~~se fees for as long as the ~~C~~commercial is used. ~~Radio e~~Commercials altered in accordance with this Section may run in the same cycle as the original ~~C~~commercial ~~without incurring additional Residual/U~~se fees. ~~Television commercials altered in accordance with this Section may run in the same cycle as the original commercial without incurring additional use fees.~~

Commented [KAV1]: **RELOCATE IN NEW NCA**
Move each of the Articles in this Section to Part B - Editing and Alternate Versions for Video Commercials

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

1902 Alternate Versions

~~A television or radio C~~commercial may be edited to make ~~five (5)~~ additional versions of that ~~C~~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, provided the material added was shot and/or recorded at the Performer's original session. 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. The footage added must not materially change the nature or setting of the original commercial message. 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 C~~commercial. ~~A soundtrack may be recorded to fit such a commercial for timing and synchronization purposes. However, a Performer required to record such additional soundtrack at a separate work session shall be paid an additional Session Fee.~~

Commented [KAV2]: **NOTE:** Relocated from the Television or Radio portion of this article.

~~A television or radio commercial may be edited to make five (5) additional versions of that commercial, provided the material added was shot and/or recorded at the Performer's original session. 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. Re-performance by a Principal Performer in order to create a new soundtrack, without requiring the re-performance of other on camera Performers, may also be permitted upon payment of an additional Session Fee to that Principal Performer.~~

Commented [KAV3]: **NOTE:** Relocated to above preamble

(a)

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

Commented [KAV4]: **NOTE:** Relocated above as the primary details related to TV and Audio Use.

2022 NCA NEW – PROPOSED EDITS

Section 19

File Name: Section 19_New NCA_2023-07-05_Tracked Changes_v9.docx

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LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
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Red	→ Housekeeping
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~~—Digital Media: A Unlimited versions with 1 Year Use Option A Digital Media Ccommercial may be edited for Digital Media use without creating a new Ccommercial provided that all edited on and off camera Performer work comes from the original session provided at least one year's Use is paid and the versions are used within the declared cycle. For clarity, edits may be made to conform to platform specifications or to capitalize on targeting opportunities of the digital platforms included in the media buy. Edits may include, but are not limited to, formatting, sequencing and length changes, changes to or additions of supers, product placements and subtitles. These edits may not create a new commercial as defined in Article 402 however, Articles 1904, 1905, 1906 and 1907 will apply. Where additional soundtrack is required at a separate work session that Performer will be paid an additional session fee.~~

Commented [KAV5]: NOTE: Relocated to preamble above.

(b)

(c) 1903—Supers A change in Ssupers will not be considered new material.

2022 NCA NEW – PROPOSED EDITS

Section 19

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19043 **Tags/Allowable Changes** The following on- and/or off-camera changes may be made within a commercial for the same advertiser:

(a) **Product/Service Changes**

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

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

- (i) ~~change of special offerings, such as, but not limited to, from a brake to a muffler special for an automotive store;~~
- (ii) ~~addition to or changes of information about conditions or rules governing a contest.~~
 - ~~another or additional product of the same type and class advertised under the same brand name, for example (but not limited to),~~
 - ~~pizza to salads, produce to bakery items, snow shovels to holiday lights;~~
 - ~~adding product(s) sold by the advertiser, such as bug spray, sunscreen and band aids;~~

(b) **Factual/Legal information Changes** for commercials advertising products and/or services that require different and/or specific factual information ~~identifying with respect to locations,~~ destinations, ~~local points and times of departure,~~ 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. ~~For example (but not limited to),~~

(c) **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;~~

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

Commented [KAV6]: **AGREED TO LANGUAGE:**
Proposal (U39) Previously Agreed to by ACTRA & ICA/ACA - 2022-Feb-11 at 11h00

Turquoise indicated simplified changes to the agreed to language.

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

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

~~i. a trust company changes its interest rate from 12% to 11.5%;~~

~~ii. an airline’s fare from Vancouver to Montreal is \$x from May to September and from Montreal to Vancouver is \$y from April to August;~~

~~iii. an amusement park has a special rate from June 1 to June 15;~~

~~iv. a contest requires phoning one telephone number in Vancouver but a different telephone number in Halifax;~~

~~v. services available cost \$35.00 in Toronto, but \$29.95 in Regina.~~

~~(d)~~

~~b. Offer(s) and/or Promotions~~

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

~~(ii) For example, different offers by one advertiser, such as BOGO pills, No Tax on mattresses.~~

~~1905 Dealer/Franchise Commercials Without creating new or additional commercials, separate dealer or franchise identifications may be made in order to designate individual dealers that carry a certain product or service in different localities. For example (but not limited to): Brand X car, lawnmower or fitness club is available from dealer A, B or C in towns D, E and F.~~

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

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

~~(v) requirements of different provincial liquor control boards (e.g., serving of alcohol with food);~~

~~(vi) use of the word “new” for rollouts;~~

~~(vii) regional food specialties;~~

~~(viii) contest details for Quebec.~~

~~19074 Payment for Tags/Allowable Changes~~

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

~~On camera — \$208.00/\$212.00/\$216.00~~

~~Off camera — \$125.00/\$127.50/\$130.00~~

~~PRIVATE AND CONFIDENTIAL~~

~~Subject to errors and omissions~~

Commented [KAV7]: NOTE: Relocated and simplified language from Article 1906. New title for section.

Commented [KAV8]: *NEW PROPOSAL* Propose to delete Dealer as this never occurs. If it does occur, it would be treated as an E/C request.

Commented [KAV9]: NOTE: First sentence relocated to Article 1901 and renamed Legal Changes. Proposal to delete the remainder of the article.

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(b) ~~If~~ When a Performer is called for the sole purpose of making ~~dealer identifications, tags or requirements~~ allowable tags/-changes in a commercial, ~~he/she/they~~ shall be paid ~~for the number of tags recorded multiplied by the per tag rate above per C~~ 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 ~~as provided for in Articles 1202 and 2101~~, whichever is the greater.

(c) ~~If~~ When a Performer is required to ~~de-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 ~~for~~. Should the Session exceed ~~eight (8) hours for on-camera Performers or four (4) hours for off-camera Performers~~ the included work hours, the ~~appropriate applicable~~ hourly work time, Additional Work Time, ~~additional work time and~~/-or Overtime rate shall be paid.

Radio rates: See Article 2103(c).

~~1908~~ Additional Music Tracks/Overdubbing

(a) ~~Additional Music Tracks~~ Singers can record an additional track or tracks for multiple track commercials in a different category upon payment of further Session Fee(s) and use fee(s) for the appropriate category of performance for the additional track(s), for example (but not limited to), a Group Singer who is also contracted to perform as a Solo Singer on an additional track. Such Performer would be paid for one session as a Group Singer, one session as a Solo Singer, and residuals as both a Group Singer and a Solo Singer.

(b) ~~Overdubbing~~ Group Singers may do unlimited overdubs in a radio or television commercial engagement without additional payment. Solo Singers may do one overdub in a radio or television commercial engagement without additional compensation, provided there are no changes in the material. If the Solo Singer is requested to do more than one overdub, he/she shall be governed by the rates and conditions for Group Singers.

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

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

Television

Table A usage:	\$5,738.00	\$5,853.00	\$5,970.00 per Performer
Table B usage:	\$6,803.00	\$6,939.00	\$7078.00 per Performer
Radio	\$4,590.00	\$4,682.00	\$4775.50 per Performer

Commented [KAV10]: ***NEW PROPOSAL***
Propose to delete as this never occurs. If it does occur, it would be treated as an E/C request.

Commented [KAV11]: ***NEW PROPOSAL***
Propose to delete as this never occurs. If it does occur, it would be treated as an E/C request.

Commented [KAV12]: ***NEW PROPOSAL***
Propose to delete as this never occurs. If it does occur, it would be treated as an E/C request.

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Section 20

File Name: Section 20_New NCA_2023-06-09_Tracked Changes_v5.docx
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LEGEND

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Section 20 – PRODUCT CONFLICTS AND EXCLUSIVITY

2001 Product Conflicts for Video Commercials are defined as a situations in which a Performer declines a booking or call to Audition for a Commercial for a certain product or service because he/she/they have been previously engaged in a Commercial for a competitive product. "Competitive products" and "exclusivity" are 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).

Commented [KAV1]: RELOCATE IN NEW NCA
Move all of the Articles in this Section to Part B - Product Conflicts and Exclusivity

Commented [KAV2]: PROPOSAL RELATED NOTE: Video only is subject to agreement that conflict will apply to Digital Use.

It is the Engager's responsibility to indicate prior to the audition and on the casting sheet-breakdown those products and services that the Engager views as a 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.

Commented [KAV3]: NOTE: Language moved from old Article 2003 Disclosure - Residual Category. Simplified for ease of reference.

2003 Disclosure – Residual Category If a Performer has been engaged in a residual category and later is auditioned for a competitive product in any category, he/she will be obligated, prior to booking, to disclose to the second Engager his/her residual category with the first Engager. No Performer shall be obligated to disclose information on any performance nine (9) months after its last air date. Any Performer in a residual category who knowingly appears in commercials advertising competitive products or services (e.g., for TD Bank and Scotiabank) may be required to refund all session and residual fees and retirement and insurance contributions to the advertiser of the second commercial, subject to a finding of the Joint Standing Committee.

Commented [KAV4]: NOTE: Language moved to above Article 2002.

504 No Disclosure – Non residual Category A Performer shall be under no obligation to disclose, at the time of audition or booking any Commercials in which he/she/they have been engaged in a non-residual category, except under the following conditions:

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

Commented [KAV5]: NOTE: Article 504 addresses upgrading of performers. Unnecessary to repeat here.

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 that may be granted by a Performer to an Engager

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LEGEND	
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~~must shall~~ be negotiated with the Performer and specified on the Performer's engagement contract and may not. ~~No exclusivity agreement may be made that extends beyond the maximum periods of Use and Reuse.~~

Commented [KAV6]: NOTE: Copied from 2004 (e)

(a) **Exclusivity Not Permitted**

Commented [KAV7]: NOTE: Language pulled from 2004 (a) (iii)

- (i) ~~Performers in the categories of Demonstrator or Background Performers, as defined in this Agreement,~~ shall not be required to grant ~~warranties or exclusivity of any kind with respect to any work performed or to be performed in such categories.~~
- (ii) Exclusivity may not be required of Performers engaged to portray non-identifiable (masking the Performer's natural voice) voices, except for established character voices.

~~(iii) No exclusivity agreement may be made that extends beyond the maximum periods of use and reuse provided for in Article 1814 of this Agreement, subject to the provisions for renewals thereof.~~

Commented [KAV8]: NOTE: Relocated to Article 2004 preamble above.

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

~~(i) The exclusivity to which Performers engaged at minimum fees may agree shall be limited to an agreement not to accept an engagement in commercials advertising any directly competitive product, such as, but not limited to, Pepsi/Coke, Chevrolet/Ford, Colgate/Crest, regular coffee/instant coffee, etc.~~

~~(ii) A product or service shall not be deemed competitive with another product or service solely because both are made or offered by the same advertiser, nor shall a product or service be deemed competitive with another product or service merely because it is made or offered by another advertiser competitive in some other product or service area.~~

Commented [KAV9]: NOTE: Moved to preamble

~~(be) 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, Only Performers receiving not less than minimum fees plus twenty five percent (25%) for session and use payments may agree not to accept engagement in commercials advertising non-competitive products (e.g., milk/beer/soft drinks), but may not agree to grant complete Exclusivity.~~

~~(dc) Complete Exclusivity: Performers Engaged at Not Less Than Double the Minimum Fees, Only Performers receiving not less than double the minimum fees or over for the Ssession 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.~~

~~(e) Exclusivity Agreement The extent of exclusivity that may be granted by a Performer to an Engager must be negotiated with the Performer and specified on the Performer's engagement contract Exclusivity may be negotiated and must be clearly detailed in the Performer's contract.~~

Commented [KAV10]: NOTE: Relocated to Article 2004 preamble above.

~~Product Conflicts/Exclusivity in Commercials Made for Short-Live Use. No Exclusivity May Be Required Section 20 of the National Commercial Agreement, Product Conflicts/Exclusivity does not apply to engagement of talent under the terms of this Addendum as hereinafter provided for in Article 602. At the time of audition or booking, the Engager shall not require any Performer to disclose commercials on which the Performer has been engaged, except for commercials in a commercial~~

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Section 20

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currently in a Commercial currently on air advertising directly competitive products, as defined in Section 20 of the National Commercial Agreement.

ACCEPTED

2022 NCA NEW – PROPOSED EDITS

Section 21

File Name: Section 21_New NCA_2023-07-05_Tracked Changes_v14.docx
Date: 2023-07-07 10:37 AM/2023-07-07 10:36 AM

LEGEND

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Section 21 – NATIONAL RADIO, DIGITAL & OOH (AUDIO ONLY) SESSION AND RESIDUAL FEES

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

Commented [KAV1]: NOTE: Article 2102 Additional Work Time has been separated into two articles (2101 & 2102).

2102 **Additional Work Time** Additional work time at the same work session shall be payable **as per the Audio only Chart** at ~~\$31.25/\$32.00/\$32.75 – \$65.50 (general increases apply)~~ for every ~~thirty-sixty (30/60)~~ 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 \$140.50.**

Commented [KAV2]: AGREED TO ITEM - 2022-Feb-11 at 11h00

Turquoise highlights indicate suggested changes for simplification to agreed to language.

Session Fees and Residual Fees per Cycle of 13 Weeks

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

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

- (b) ~~There is no distinction between spot and program use.~~
- (c) ~~Performance categories in radio commercials are defined in Section 3.~~

2103 ~~2101 (d)~~ **Doubling** A Performer engaged to perform **more than one role or character in a single any radio-Audio only commercial(s) more than one role or character or voice as an actor, or as an actor and a Group Singer, or as an announcer and an actor, or in any combination of performance categories, shall be categorized and paid for each performance or performance category in each Commercial.** The highest performance category shall determine the applicable minimum guarantee. ~~Note Article 1908(a) with regard to Singers doubling.~~

Commented [KAV3]: NOTE: Language pulled from Article 2102 (d) and formed its own Article.

Commented [KAV4]: NOTE: Article 1908 has been deleted. No longer available as a reference.

(e) ~~Different Categories~~ A Performer engaged to perform in different categories in more than one radio commercial in a single session shall be paid the applicable fee for each category for each commercial. The highest performance category shall determine the applicable minimum guarantee.

Commented [KAV5]: NOTE: No longer relevant as above article language no longer refers to 'single' commercial but now 'any commercial'.

2103 ~~Billboards/Tags~~

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

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commercial.

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

(a) **Tags/Allowable Changes Payment for Allowable Changes**

~~Dealer or Price Change Tags~~ When a Single Voice or Solo Singer Performer is engaged to record one radio commercial in one session, four (4) tag changes are included in the minimum guarantee. When two radio commercials are recorded in one session, two (2) tag changes per commercial are included in the minimum guarantee. For tag rates see rate chart. See Article 406 for tag definitions.

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

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

Example

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

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

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

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

~~(iii) two commercials plus 2 tag changes on each commercial at the same session, minimum guarantee — 13-week cycle \$625.00/\$637.50/\$650.25~~

~~(ivb) Sessions for Tag/Allowable Changes Only each subsequent tag change \$125.25/\$127.75/\$130.25~~

If the Performer is called for the sole purpose of making recording dealer or price change tags/Allowable Changes, he/she/they shall be paid a minimum guarantee or the per Tag/Allowable changes rate, whichever is greater session and residual fees as follows:

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

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

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

~~(c) Editing for Regional Price Changes Where regional requirements necessitate the recording of commercials wherein the only difference in copy is a price change, the resulting commercials will not be considered new commercials for reuse purposes. Performers shall be paid session and residual fees as in Article 2103(c) above.~~

~~(d) Editing for Regional Requirements A commercial made for a designated sponsor may be varied to comply with regional requirements such as laws or governmental regulations. In addition, changes necessitated by specific network and/or station codes relating to advertising standards may be made in a commercial, provided such changes are not made to~~

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Section 21

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~~accommodate a change in the style, delivery or concept of the commercial. Performers shall be paid session and residual fees as in Article 2103(c) above.~~

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

~~Single Voice/ Solo Singer Multiple Voice/Group Singer~~

~~\$1876.00/\$1913.50/\$1951.75 \$1409.00/\$1437.25/\$1466.00~~

Commented [KAV6]: NOTE: Deleted as covered in Article 1904 covers this language (legal, factual)

Commented [KAV7]: NOTE: Deleted as covered in Section 19.

Commented [KAV8]: NOTE: Proposal to delete Dealer Commercials

Commented [KAV9]: *NEW PROPOSAL*
Proposal:
 Propose to remove 25% discount from the below chart for 'Any one city other than Toronto'. 15% for all provinces and markets. Simplified the Ontario & Toronto language.

~~21045 Discounts for Local or National Radio Commercials used in one Regional Use Only Only Minimum guaranteed session and residual fees, payable as in Articles 2101 and 2103 herein for commercials restricted to the following areas, may be discounted as follows. Additional work time fees as specified in Article 2102 and late payment penalty fees as specified in Article 2602(d) shall not be subject to discounts. 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 and that the Performer’s fee may be discounted as described herein.~~

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

Commented [KAV10]: NOTE: References related to the L&R the entire province of Quebec is excluded.

~~2105 Demo (Non-broadcast) Commercial All Performers engaged in demo (non-broadcast) commercials shall be paid fifty percent (50%) of the applicable minimum guaranteed Session Fee provided for in Article 2101. The Engager shall be entitled to two (2) demo cuts limited to the same product and one (1) hour of included work time. When three (3) or more demo cuts for the same product or service are produced at the same session, Performers shall be paid fifty percent (50%) of the applicable fee per cut provided for in Article 2101; for each demo cut the Engager shall be entitled to one-half (½) hour of work time for each cut. In the event that an Engager is recording only one (1) or two (2) demo cuts, but requires additional work time beyond one hour, such work time shall be payable at an additional fee of \$31.25/\$32.00/\$32.75 per half-hour or any portion thereof.~~

Commented [KAV11]: NOTE: Relocated to Article 1215

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

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

~~Demo (non-broadcast) commercials shall not be broadcast. In the event that a demo (non-broadcast) commercial is broadcast, fees paid to all Performers must be upgraded to the full applicable Session~~

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2022 NCA NEW – PROPOSED EDITS

Section 21

File Name: Section 21_New NCA_2023-07-05_Tracked Changes_v14.docx

Date: 2023-07-07 10:37 AM/2023-07-07 10:36 AM

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

Fees specified in Article 2101, before the first air date of the commercials. Failure to pay the required upgrade to the Performers before the first air date of the commercial will require payment of the full applicable Session Fees, in addition to the Session Fees paid for the production of the demo commercial.

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

2106 ~~Release and Reuse~~ for Audio Use

~~(a) 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.~~

2022 NCA NEW – PROPOSED EDITS

Section 21

File Name: Section 21_New NCA_2023-07-05_Tracked Changes_v14.docx
 Date: 2023-07-07 10:37 AM/2023-07-07 10:36 AM

LEGEND	
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~~(b) 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 Session Fee, which is credited against the residual fee due for the cycle of use.~~

~~(b) Commercials shall be used in cycles of thirteen (13) weeks upon payment to the Performer of the fees provided for in Article 2101, exclusive of additional work time fees, but not less than the minimum guarantee.~~

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.~~

~~(e)-(ba) A Performer shall have the right to withdraw any commercial from use by giving notice of such withdrawal in writing. Such withdrawal can be made only after one (1) year following the date of recording, save for seasonal commercials as defined in Article 1813(f) and Article 1816, where the withdrawal may be made only after two (2) years following the date of the recording and notice shall be given at the beginning of a thirteen (13)-week period to take place at the end of the same period.~~

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

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

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

Commented [KAV12]: NOTE: Deleted from this Section. Relocated to Section 12.

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

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Section 21

File Name: Section 21_New NCA_2023-07-05_Tracked Changes_v14.docx

Date: 2023-07-07 10:37 AM/2023-07-07 10:36 AM

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Multiple Voice/Group Singer	2	239.5	32.00
	3	244.25	32.75

~~2108 Radio Commercials Used in Other Media~~

~~(a) Commercials Produced and or Used in Other Media for When radio commercials made under the jurisdiction of this Agreement for use on radio are also used in the following media: For example but not limited to in-store, exhibitions)~~

~~(i) fairs and exhibitions~~

~~(ii) mobile units~~

~~(iii) in-store advertising~~

~~(iv) shopping centres~~

~~(v) closed-circuit systems~~

~~(vi) in-flight use~~

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

~~(b) Commercials Produced for Other Media All Performers in commercials not originally produced for radio broadcast, but for the media listed in paragraph (a) above, shall be paid Session Fees as provided for in this Agreement. Performers shall be paid use fees as provided for in paragraph (a) above.~~

~~(c) Prior Consent Required In the case of material produced originally for the media listed in paragraph (a) above and adapted for use as a radio commercial, such material may not be used on radio without prior consent of the Performers involved. Such consent shall be evinced by a separate engagement contract for radio use with the Performers involved.~~

~~(d) Use of Radio Commercials in a Program In the event that an Engager of an entertainment or major documentary program produced for public broadcast wishes to use a commercial in its entirety or an excerpt from a commercial in such a program, the following procedure shall apply:~~

~~(i) The Engager of the program shall seek permission from the advertising agency, advertiser and Performers concerned for use of the commercial in such program. In the event that such permission is granted by the advertising agency, advertisers and Performers concerned, the original Engager shall assume the responsibility for payment, to each Performer engaged in the commercial, of an amount equivalent to the applicable Session Fee for the original performance category, as defined in Article 2101, for each program in which the commercial or excerpt of the commercial is used.~~

~~(ii) In the event that the Engager of the program fails to seek permission from the advertising agency, advertiser and Performers concerned, or in the event that permission to use a commercial is denied by any of the aforementioned, the commercial shall not be broadcast. In~~

Commented [KAV13]: NOTE: Captured in new Out of Home (OOH) definition.

Commented [KAV14]: NOTE: Deleted as this is redundant. A contract covers this.

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2022 NCA NEW – PROPOSED EDITS

Section 21

File Name: Section 21_New NCA_2023-07-05_Tracked Changes_v14.docx

Date: 2023-07-07 10:37 AM/2023-07-07 10:36 AM

LEGEND	
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~~the event that a commercial is broadcast in contravention of this provision, then the Engager of the program shall be responsible for payment, to each Performer engaged in the commercial, of an amount equivalent to the applicable Session Fee for the original performance category, as defined in Article 2101, for each program in which the commercial or excerpt of the commercial is used.~~

~~(e) The above paragraph (d) will not apply to a program that is~~

~~(i) a hard news program, or~~

~~(ii) a current affairs radio program.~~

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

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

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

~~2109 Multiple Use of Jingle (Radio) Where an existing musical track is used in a new commercial for the same sponsor, the Performers on that musical track shall be paid an additional Session Fee for each commercial into which the material is placed, to a maximum of six (6) session/use fees within a six (6) month period. Subsequent use of that same jingle will be paid at fifty percent (50%) of the session/use fee per commercial in which it is used.~~

~~2110 Additional Uses When a commercial is used in a manner not provided for in this Agreement, representatives of ACTRA and the Engager shall negotiate terms and conditions to govern such use prior to the commercial's release.~~

Commented [KAV15]: NOTE: Deleted as it is covered in Section 1818 (d)

Commented [KAV16]: NOTE: Delete as it is never used. If there are any, it will be handled through an EC Request.

Commented [KAV17]: NOTE: Delete as this is already covered in Part A - Extraordinary Circumstances (Article 1814 c)

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Section 22

File Name: Section 22_New NCA_2023-06-09_Tracked Changes_v7.docx

Last Revised Date: 2023-07-07 10:38 AM

LEGEND	
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SECTION 22 – STILL ~~PHOTOGRAPHS~~IMAGES, STOCK FOOTAGE AND BACKGROUND SCENES

2201 ~~Stop Action and Still Images~~Photographs Persons in still images appearing in ~~recorded commercials- Commercial~~ in “stop action” photographs, “squeeze action” photographs or photographs involving similar techniques or results, and persons appearing in recorded television commercials in still photographs made for any advertising purpose, shall be paid the applicable ~~S~~session and ~~R~~esidual/Use fees, ~~if any, as provided herein. However, t~~he following types of use of still ~~photographs-images~~ are not covered by this Agreement:

- (a) ~~photographs-images~~ of persons that appear in a casual leafing through, printed material or scrolling through digital content an album, book, magazine or newspaper;
- (b) ~~photographs-images~~ of persons featured in trademarks and service marks (registered and unregistered);
- (c) ~~photographs-images~~ of persons that appear on packaging, provided that the ~~photograph image~~ is not depicted in any part of the ~~C~~eommercial in such a manner as to make it appear that the person photographed was present as a Performer when the ~~C~~eommercial was produced;
- (d) ~~photographs-images~~ of persons that appear on ~~billboards~~, posters and any other print-media display or point-of-sale items that appear incidentally and are not highlighted or featured;
- ~~(e) actual print material where a photograph of a person appears incidentally and is not highlighted or featured;~~
- ~~(f)(e)~~ “atmosphere” photographs, pictures and likenesses used as incidental props, provided ~~the person shown no persons are~~ is not well known or prominent recognizable;
- ~~(g)(f)~~ news photographs;
- ~~(h)(g)~~ highlighted photographs-still images of persons appearing in publications where such persons are featured in an article in such publications as a “personality,” provided such person has given prior written consent to the use of such a photograph-their still image in a ~~television-C~~eommercial.

~~2202 Models~~ For any photograph of a person appearing in a publication where such person has been originally contracted by the publication as a model, the person shall be paid the applicable session and reuse fees provided for within this Agreement for the use of said photograph in a television commercial.

~~2203~~2202 **Stock Footage** Stock footage, stock stills, or library footage of persons, scenes or events may be used for background or atmosphere only, and such use is not covered by this Agreement. Stock footage, library footage or stock stills ~~are shot-captured~~ apart from and in advance of a ~~C~~eommercial 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 ~~C~~eommercial that is entirely comprised of stock footage ~~will-shall~~ be paid Principal Performer ~~S~~session and ~~R~~esidual/Use fees.

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

- ~~(a)~~ A member of the public appears incidentally as part of a public event. Any direction of the event

Commented [KAV1]: NOTE: Deleted this article as Models are covered in the above Article 2201 (a)

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Section 22

File Name: Section 22_New NCA_2023-06-09_Tracked Changes_v7.docx

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~~itself or direction of a person appearing at such a public event is prohibited.~~

~~(b) A person or persons are performing their regular employment duties at their regular place for performing such duties, where it is not reasonable for a Performer to perform such duties. Any direction of the work or persons, or other change or modification of the conditions in which such persons normally perform their work, is prohibited.~~

~~(c) The Engager may arrange for a representative of ACTRA to screen prior to broadcast every commercial using a background scene. Where it is established that the Engager has directed or caused to be directed any scene referred to in paragraphs (a) and (b) above, all persons appearing in the footage shall be qualified and paid in accordance with this Agreement or, alternatively, the commercial shall be withdrawn from use.~~

~~(d) **Background Scene Waiver Permit** A waiver permit fee of one hundred dollars (\$100.00) shall be paid to ACTRA for each commercial in which such a background scene is used.~~

22053 **Still Photographs in Other Media** ~~Non-Broadcast Use of Still Images~~

(a) This section shall apply to still ~~photographs~~ **images** used in media other than ~~broadcasting, such as package design, outdoor billboards, print, point of purchase, etc., when produced under the following conditions:~~ **captured at the same work session or by editing the footage of a Commercial.**

~~(i) at the same work session as a television commercial;~~

~~(ii) (by editing the footage of a television commercial;~~

~~(b) The production and use of still photographs, as provided for in paragraph (a) above, shall be governed by the following conditions:~~

~~(i) The Engager shall obtain permission of the Performer involved prior to the use of **such their photographs** ~~image~~.~~

~~(ii) Payment **for such use and for the work involved** shall be negotiated between the Performer and the Engager **in advance of their Work Day or prior to use of existing footage**.~~

Commented [KAV2]: NOTE: This is covered in the old article 707. This is redundant and should be deleted.

Commented [KAV3]: AGREED TO LANGUAGE - 2021-Dec-08

Simplified language included in turquoise. The intent and interpretation of the article remains as agreed.

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Section 23

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

Date: ~~2023-07-07 10:40 AM~~2023-07-10-09 AM

~~Section 23 – COMMERCIALS BROADCAST IN ERROR~~

~~2301 – **Payment Required: Television** When a television commercial has been broadcast in error outside the declared cycle of use, Performers shall be paid on the following basis:~~

- ~~(a) **Program Commercials** Payment for each airing shall be the applicable rate provided for in Article 1807, Table D, or Article 1808, Table E.~~
- ~~(b) **Spot Commercials** For the purpose of this Article, spot commercials shall be considered as program commercials, and the applicable per use rate provided for in Article 1807, Table D, or Article 1808, Table E, shall apply, to a maximum not to exceed the full applicable spot cycle rates.~~

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

Commented [KAV1]: RELOCATED IN NEW NCA
Merged 2301 & 2302 and relocated to Section 26 (Article 2602)

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 2023-07-07 10:42 AM

LEGEND

Yellow	→ Proposals
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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. Group Singers will be paid fees specified for Group Singers in this Agreement.

2402 **U.S. Border Cities** ~~Where a commercial produced in Canada for use in Canada is used concurrently in border cities of the United States, compensation for each Performer entitled to residuals shall be based on the total unit value of the Canadian markets and U.S. border cities. United States border cities shall be those listed in Article 1802(a) and (b).~~

2403-2402 **Canada and U.S. Use** When a commercial produced in Canada is used both in Canada and in the United States ~~beyond the border cities~~, the Session Fee shall be paid according to Article 1202 ~~the Session Rate charts~~. Residual Fees shall be based on each market separately. In other words, Use in Canada shall be paid on the basis of the total units of Canadian use according to the appropriate table (A, B, C, D or E); as per the Use chart, and U.S. use shall be paid in Canadian dollars as provided for in per the currently applicable SAG – AFTRA Commercials Contract. However, the Maximum Period of Use of the Commercial shall be eighteen (18) months. ~~pursuant to Article 1814 of the ACTRA Agreement. See example in Appendix A.~~

2404-2403 **Commercials for U.S. Use Only** When a commercial is produced in Canada for U.S. ~~use~~ broadcast Use only, the following shall apply:

- (a) **SAG-AFTRA Performers** The SAG-AFTRA Commercials Contract shall apply in all respects to an on-camera SAG-AFTRA Performer brought into Canada for the commercial. Work Permit fees shall apply (refer to Work Permit Application & Schedule of Fees) pursuant to Addendum #4.
- (b) **All Other Performers** All other Performers in the Commercial, ~~whether on or off camera~~, shall be contracted pursuant as per to the terms and conditions of the NCA. Such Performers shall be paid ACTRA rates for all fees except residual Use fees, which which shall be paid according to as per the SAG-AFTRA residual rates Commercials Contract, including subsequent use, in Canadian dollars.

2405-2404 **Use in Countries Other Than Canada or the United States** 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. The session fee for such commercials shall be according to Article 1202, and payable on a Session Payment Form. Residual use payments are calculated at the session rate and shall be payable as per Article 2406 and are subject to the provisions of Article 1814 of this Agreement. See also Article 1813(e), Dormancy. All residual use payments listed below must be sent in to ACTRA on a Residual Payment Form (Appendix H).~~

2406-2405 **Use in Other Countries and Canada** When a Commercial produced in Canada ~~is to be~~ used in any country in the following geographic regions of use, excluding the United States, ~~then~~ Performers shall be contracted and paid Session and Use fees as per this Agreement. ~~the following Use fees are classified by regions and calculated based on~~ multiples of minimum Session

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Commented [KAV1]: **RELOCATE IN NEW NCA**
Move all Articles in this Section to Part B: Where do you want to Use the Commercial?

Commented [KAV2]: ***NEW PROPOSAL***
Propose to delete Article 2402 US Border Cities as we are removing the tables.

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Section 24

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

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Fees for a maximum period of eighteen (18) months from first foreign Use outside of North America. After the initial use in the first foreign country, any subsequent Additional Use in another foreign country region will shall be paid on a prorated basis for the time remaining in the initial eighteen (18) months cycle. No product conflicts shall apply to the Use of Ceommercials for foreign use 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.

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

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

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

Commented [KAV3]: **NOTE:** These session calculations are included in the Use Rate Chart.

NOTE: Side Letter No. 1 - Classification of Ireland - Separate proposal to delete this and include the calculations in the Use Chart.

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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	→ House-keeping
Green	→ Relocation in New NCA

~~Section 25 – FOREIGN DISTRIBUTION: RADIO~~

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

- (a) minimum guarantee per session and per cycle of thirteen (13) weeks for Canadian use, as per Article 2101 and, in addition,
- (b) session and residual fees per cycle of thirteen (13) weeks for United States use, based upon the rates listed in (c) (i) and (ii) below.
- (c) The payments as outlined in (a) and (b) above include two (2) tags for Canada and two (2) tags for the United States. Each additional tag is payable at the per tag rate of ~~\$125.25/\$127.75/\$130.25~~.
- (i) ~~Year 1: Aug 05, 2017 to June 30, 2018 Year 2: July 1, 2018 to June 30, 2019 Year 3: July 1, 2019 to June 30, 2020~~

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

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

Year	Single Voice/ Multiple Voice/		
	Solo Singer	Group Singer	
Any 2 units of use	1	\$625.00	\$442.00
	2	637.50	450.75
	3	650.25	459.75
Any 3 units of use	1	700.50	524.50
	2	714.50	535.00
	3	728.75	545.75
Any 4 units of use	1	795.75	597.50
	2	811.75	609.50
	3	828.00	621.75
Each additional unit of use	1	95.75	70.50
	2	97.50	72.00

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Commented [KAV1]: RELOCATION IN NEW NCA
The Foreign distribution content of this entire Section have been captured and relocated to the Radio-Digital-OOH (Audio Only) Rates Chart.

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Section 25

File Name: Section 25_New NCA_2023-06-09_Tracked Changes_v5.docx
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LEGEND	
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	3	99.50	73.50
	-1	-1,274.50	-956.25
All U.S.	-2	-1,300.00	-975.50
	-3	-1,326.00	-995.00

Examples

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

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

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

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

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

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

(b) For use of one (1) radio commercial in U.S. markets beyond two (2) units per thirteen (13) week cycle of use, the Performer shall receive per commercial:

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

	Year	Single Voice/ Solo Singer	Multiple Voice/ Group Singer
Any 3 units of use	1	\$700.50	\$524.50
	2	714.50	535.00
	3	728.75	454.75
Any 4 units of use	1	795.75	597.50
	2	811.75	609.50
	3	828.00	621.75
Each additional unit beyond 4 units	1	95.75	70.50
	2	97.75	72.00

PRIVATE AND CONFIDENTIAL

Subject to errors and omissions

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

	3	99.50	73.50
All U.S.	1	1,305.00	956.25
	2	1,331.00	975.50
	3	1,357.75	995.00

Examples

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

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

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

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

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

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

2022 NCA NEW – PROPOSED EDITS

Section 26

File Name: Section 26_New NCA_2023-07-05_Tracked Changes_v7.docx
Date: 2023-07-07 10:46 AM

LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
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Section 26 – REMITTANCE OF PAYMENTS

~~2601 Payments Net All rates quoted herein are net to the Performer, and no deduction of any amount may be made, except as is required to be made by law or by this Agreement.~~

Commented [KAV1]: NOTE: Article 2601 relocated to 2601 (e)

2602¹ Payment Time Requirements Payments to each Performer shall be made as follows:

- (a) **Session Payments** All payments for services rendered for each television or radio commercial, including Session Fees, ~~preproduction and rehearsal fees~~ and other incidental fees such as, ~~but not limited to, for~~ auditions, travel, ~~etc. wardrobe, including applicable penalty payments (e.g., meal period infringement) 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~~ Payments to shall be paid made under Section 19, Editing of Commercials, if not covered elsewhere, shall be made not later than fifteen (15) business days after the first air date of the edited commercial. ~~from the beginning of the cycle of Use.~~

Commented [KAV2]: NOTE: Embed link to online form resource centre. Previously Appendix H.

Commented [KAV3]: NOTE: Added clarifying language.

(c) **Use or Residual Payments** Whenever reference is made in this Agreement to “cycle,” it shall be deemed to mean a period of thirteen (13) consecutive weeks. Use of all commercials must be declared in cycles.

~~(i) Wild Spot or Network Spot Cycle: Television Residual payments for wild spot or network spot usage~~

~~Payment shall be paid made within twenty (20) business days of the first play or the beginning of the applicable cycle of each television commercial from the beginning of the cycle of Use.~~

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

Commented [KAV4]: NOTE: (c) (ii) is not applicable as we are proposing to delete Wild Spot Use.

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

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

Commented [KAV5]: NOTE: Corresponding change - Proposal to delete Program Use so this would no longer be required language.

~~(iv) All Cycles: Radio Residual payments for use of radio commercials shall be paid within twenty (20) business days of the first play or the beginning of the applicable cycle.~~

Commented [KAV6]: NOTE: Payment requirements captured above in (c) so is unnecessary to repeat here.

However, since As the first cycle of use of an Audio radio Commercial used in Radio/Digital Media is covered by included in the session payment, it will still be necessary to report the cycle dates for applicable commercials within the time periods specified. shall be reported to the local ACTRA office where the production took place within twenty (20) business days from the beginning of the

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cycle. [\(Link to Residual Payment Form\)](#)

Commented [KAV7]: NOTE: Embed link to online form resource centre. Previously Appendix I.

(d) **Late-Payment Penalties** Failure to make payments within the periods specified in this Agreement shall result in the following penalty payments ~~made being payable to the Performer:~~

(i) A penalty payment of \$6.00 per Performer ~~is due~~ 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. ~~Thereafter the penalty shall cease unless ACTRA notifies the Engager that full payment has not been made. In the event that full payment, including accrued penalties, is not made within twelve (12) business days thereafter, the penalty payment shall be resumed, retroactive to the date of receipt of notice of non payment. The amount shall then be increased. After thirty (30) days, the penalties shall increase~~ to \$10.00 per Performer per business day, without limitation, until full payment is made.

Commented [KAV8]: NOTE: Relocated 'payable to Performer' details from above (d)

(~~iv~~) Late payment of the Insurance and Retirement Plan deductions and contributions shall ~~also~~ be subject to late payment penalties calculated ~~in accordance with paragraph (d) (iii) as~~ above, made payable to ACTRA I & R.

~~(iii) Late Payment Penalties are not subject to any deductions and contributions.~~

Commented [KAV9]: *NEW PROPOSAL*
Proposal:
Propose to remove the notification requirement details. It is too complicated. This streamlines the late payment penalty process.
Rationale:
Late Fees are avoidable so although the notification requirement is being removed, the \$10 increase still would happen, just potentially sooner.

~~(ii) Thereafter the penalty shall cease unless ACTRA notifies the Engager that full payment has not been made. In the event that full payment, including accrued penalties, is not made within twelve (12) business days thereafter, the penalty payment shall be resumed, retroactive to the date of receipt of notice of non payment. The amount shall then be increase to \$10.00 per Performer per business day, without limitation, until the full payment is made.~~

Commented [KAV10]: NOTE: Language moved from (d)(ii) below and simplified.

~~(iii) Late payment penalties for television commercials shall be assessed as outlined above: for each commercial.~~

Commented [KAV11]: NOTE: Relocated from below for clarity purposes.

~~(1) Late payment penalties for Video commercials made for Broadcast Television Use or Digital Media Use shall be paid per commercial.~~

Commented [KAV12]: NOTE: Relocated (vi) and simplified Insurance and Retirement deductions & contributions from below.

~~(v) (2) Late-payment penalties for Audio radio-commercials made for Radio/Audio Digital Media use shall be assessed, as outlined above, on the basis of one (1) one late-payment penalty for a group of up to three (3) three radio commercials produced at the same work session. Late-payment penalties shall be assessed on each per radio Audio commercial made for Radio/Audio Digital Media use only, beyond the first three (3) three radio commercials.~~

Commented [KAV13]: NOTE: Deleted as it is covered in the above penalty payment (i)

(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 compensation and~~ provided that ACTRA has notified the Engager as required, ~~above that full payment has not been made.~~

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

~~(vi) Insurance and Retirement Plan deductions and Contributions shall not be made from late payments levied upon an Engager.~~

Commented [KAV14]: NOTE: This language is repeated under the new Unfair Engager language (Article 3003). Maintained here -- although duplicate -- as it they are important terms to understand under remittances, too.

(vii) Failure to pay in full caused by mathematical error shall not result in late-payment penalties.

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Section 26

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

Table with 2 columns: Color and Description. Yellow -> Proposals, Orange -> Agreed to Items, Turquoise -> Simplified Agreed to Items, Red -> Housekeeping, Green -> Relocation in New NCA

(viii) Penalties shall not be invoked/levied if the Performer, having been furnished/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, such as session, recall, residual, audition and other, incidental fees, including penalty payments (if any), shall be made payable to the Performer and shall be forwarded to the ACTRA local office in the location where the production has taken place. No deduction of any amount shall be made, except as is required to be made by law or by this Agreement.
(ii) Session Payment All fees and penalties (e.g., Session Fee, preproduction rehearsal fee, recall fee) due to the Performer for his/hers/their work in a commercial shall be made payable to the Performer, and Performer and shall be forwarded to the appropriate local ACTRA local office within the time period where the production took place, specified in this Agreement, together with copies of the completed Session Payment Form (Appendix H Link to Session Payment Form) as provided by ACTRA.
(iii) Residual/Use Payment All residual fees due to the Performer for the use of a commercial in which he/she/they has/have been engaged shall be made payable to the Performer, and Performer and shall be forwarded to the appropriate local ACTRA local office where the production took place within the time period specified in this Agreement, together with copies of the completed Declaration of Use and Residual Payment Form which will declare the Use (Appendix I Link to Residual Payment Form), as provided by ACTRA.

Commented [KAV15]: NOTE: Relocated from Article 2601

Commented [KAV16]: NOTE: Updated reference to include 'Use' as appears in new proposed definition.

Section 23 – COMMERCIALS BROADCAST IN ERROR

2301-2602 Commercial Broadcast in Error Payment Required: Television When a television Commercial has been broadcast in error outside the declared cycle of use, residual category Performers shall be paid/compensated at the applicable performance category rate on the following basis: as follows:

Commented [KAV17]: NOTE: Moved from Section 23 (Articles 2301 & 2302 merged).

Commented [KAV18]: *NEW PROPOSAL* Proposal: Simplified explanation and payment for any broadcast in error. Rationale: With the removal of the Tables, the current language applies 1/13 of the minimum guarantee as a penalty payment for tv and radio based on the old 84 unit count. For Digital video propose maintaining the current penalty as per the Joint Bulletin (2019-Feb-20) - payment of a 13 week cycle of Use. For Digital Audio propose payment as per the per cut rate for the applicable performance category.

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

(a) Program Commercials Payment for each airing shall be the applicable rate provided for in Article 1807, Table D, or Article 1808, Table E.

(b) Spot Commercials For the purpose of this Article, spot commercials shall be considered as program commercials, and the applicable per use rate provided for in Article 1807, Table D, or Article 1808, Table E, shall apply, to a maximum not to exceed the full applicable spot cycle rates.

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

Commented [KAV19]: NOTE: Captured in 2602 Broadcast in error.

2603 1217 Accident on Set Insurance Where the provision of Workers' Compensation for Performers is not mandated by law, the Engager will contribute 1% of Performers' gross Session Fees toward ACTRA's accident on set insurance program, which includes emergency medical travel insurance while outside of the country. ACTRA will ensure that payroll services will not apply any administration charges to that contribution.

Commented [KAV20]: NOTE: Article 1217 has been relocated to Section 26 - AOS is remittance payment related.

2022 NCA NEW – PROPOSED EDITS

Section 26

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

Date: 2023-07-07 10:46 AM

LEGEND

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Red	→ Housekeeping
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ACCEPTED

2022 NCA NEW – PROPOSED EDITS

Section 27

File Name: Section 27_New NCA_2023-06-09_Tracked Changes_v5.docx
Date: 2023-07-07 10:48 AM

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

Commented [KAV1]: **RELOCATE IN NEW NCA**
Move to Part B: Remittance of Payments

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 Member. This deduction, and shall ~~pay such amount be remitted~~ to ACTRA by cheque, together with any session-Session, and +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.

Commented [KAV2]: **NOTE:** Edited language to reflect ACTRA's Constitution and By-Laws (refers to *Charge not Fee*)

2702 **ACTRA Apprentice Member and Non-member Service Fee-Charge Deductions** The Engager shall deduct ~~ACTRA Apprentice Member and non-member service fees in the an~~ amount of ten percent (10%) ~~, plus GST, HST or QST on the 10% service fee,~~ from the gross ~~residual-Residual and dormancy Dormancy~~ fees payable to each ACTRA Apprentice Member and non-member. This service charge is subject to GST, HST and QST. This deduction Engager shall be pay such remitted amount to ACTRA by cheque, ~~together~~ with all ~~residual-Residual and dormancy-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 10:49 AM

LEGEND	
Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
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Section 28 – INSURANCE AND RETIREMENT PLAN

Commented [KAV1]: **RELOCATE IN NEW NCA**
Move entire Section to Part B: Remittance of Payments (Insurance and Retirement Benefits)

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~~ Member of ACTRA, including those designated as Apprentice or Temporary Members and Work Permittees (non-members), and
 - (ii) deduct ~~from the remuneration payable to each non-member~~ an amount equal to four percent (4%) of the gross fees ~~from each Performer who is not a full member of ACTRA of the Performer's gross fees, 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 s~~Section 28 shall be made payable by cheque to
 - (i) the Union of British Columbia Performers (UBCP/~~ACTRA~~), ~~in respect of 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~~productions.

Commented [KAV2]: **NOTE:** Language added to provide clarity on who gets these deductions.

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

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

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

Commented [KAV3]: **HOUSEKEEPING**
Update language to reflect the UBCP/ACTRA By-Laws as this is the application.

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

Commented [KAV4]: **NOTE:** Language pulled from this Article and is a stand alone article providing a definition of 'Gross Fee'. Relocated to Part B of the new NCA (see below Article 2807)

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~~).

Commented [KAV5]: **NOTE:** Removed this sentence as this article language exists in Article 2602 (d) (vi)

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Section 28

File Name: Section 28_New NCA_2023-06-09_Tracked Changes_v5.docx
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LEGEND	
Yellow	→ Proposals
Orange	→ Agreed to Items
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2807 **Gross Fee** For the purposes of this section, “gross fees” means total compensation paid to a Performer engaged in a Commercial, fees for services and time provided to the Engager, but exclusive of money amounts paid to a Performer by an Engager for expenses, such as a per diem allowance or travel receipts as agreed upon.

Commented [KAV6]: **RELOCATION IN NEW NCA**
Move definition to top of Part B (Remittance of Payments)

Commented [KAV7]: **NOTE:** Definition pulled from Article 2805 above to provide clarity for the user. Gross Fees are referred to throughout the NCA so having a definition is useful. The first half of the sentence is pulled from the IPA.

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~~~~Contract service~~~~Service fees~~~~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~~~~Commercials for television and radio~~. The purpose of such payment is to compensate for the enforcement of this Agreement by ACTRA and for service and stewarding provided by ACTRA in connection with the production of ~~commercials~~~~Commercials~~.
- (b) ~~The contract~~~~Contract service~~~~Service fee~~~~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~~~~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~~~~Commercials~~ are produced at the same work session, the ~~contract service~~~~Service fees~~~~Fees~~ payable per ~~commercial~~~~Commercial~~ may be limited as follows:

- ~~up to five (5) Commercials~~: maximum three (3) CSFs payable
- ~~six (6) or more Commercials~~: maximum five (5) CSFs payable

- (c) ~~For Digital Media commercials a contract service fee of seventy five dollars (\$75.00) for video or thirty five dollars (\$35.00) for audio, per commercial, shall be paid. If a commercial is moved over from Digital Media to television, radio, or Other Media (Article 1818), the Contract Service Fee for such commercial shall be upgraded to the appropriate amount specified in Section 29~~

- (d) **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~~~~Service fees~~~~Fees~~ will be payable only on the original ~~production of radio and television c~~~~ommercials~~, and ~~on any Digital Media commercial that is moved over to broadcast or other media~~. In addition, ~~contract~~~~Contract service~~~~Service Fees~~ shall not be payable on ~~television or radio demo or test c~~~~ommercials~~ (until such demo ~~or test c~~~~ommercials~~ are broadcast), ~~P~~~~ublic s~~~~Service A~~~~nnouncements~~, lift, edits or tags. The ~~c~~~~ontract s~~~~ervice F~~~~ee~~ payable on a ~~c~~~~ommercial~~ shall at no time exceed the Session Fees paid to Performers on such ~~c~~~~ommercial~~.

- (ef) The Engager shall be responsible for remittance of the required ~~c~~~~ontract s~~~~ervice F~~~~ees~~ at the time that the session payments are made. ~~In the course of a production in which an advertising agency engages the services of a production house that has not adhered to this Agreement, the advertising agency shall make arrangements for remittance of the contract service fees by such production house to the local office of ACTRA. In the event that a production house does not make payment as prescribed herein, the advertising agency for which the commercial is produced shall, upon receipt of an invoice from the local ACTRA office, be liable for such payment.~~

Commented [KAV1]: Agreed to Item - 2021-Dec-10 at 13h15

*Awaiting confirmation on conforming change
NOTE: Agreed to have TV and Digital Media CSF's be at the same rate. L&R CSF Rates have been moved into this Article so all are captured in 1 place.

Commented [KAV2]: **NOTE:** Simplification. Relocated CSF's related to L&R in Addendum No. 1 into a singular sections for Contract Service Fee Rates & Details. Corresponding change to Digital Media video & audio as per above agreed to item.

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Section 29

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LEGEND

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(fg) ACTRA ~~will refund~~ 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-Contract service Service fees-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
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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 ~~C~~ommercials ~~for television or radio~~ shall sign a Letter of Adherence (“LOA”) ~~on their own letterhead~~ and forward the original signed copy to the National Executive Director of ACTRA, ~~or designate~~. Such ~~Letter of Adherence~~ LOA, once executed, shall constitute a binding ~~and irrevocable~~ obligation to the current ~~and any renewal~~ National Commercial Agreement by the ~~Engager signatory of the Letter of Adherence~~ in relation to the production of all ~~C~~ommercials by the ~~Engager signatory~~ or by any companies that it now or in the future controls and manages. Such ~~LOA Letter of Adherence~~ shall be in the format provided ~~by ACTRA in Article 3004~~.

~~3002 Non-signatory~~ An Engager who clearly refuses to sign a Letter of Adherence, or who fails to respond to a request to sign a Letter of Adherence within a period of thirty (30) calendar days following the mailing of a registered letter requesting the Engager to do so, shall be considered a non-signatory.

~~3005-3002 Relationship with Non-signatory~~ **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. The Parties recognize the value of encouraging and facilitating foreign entities to produce commercials in Canada engaging members of ACTRA. Accordingly, nothing in this Agreement shall be read as precluding foreign entities, whether agencies, production companies or advertisers, from utilizing a Canadian signatory to the Agreement to engage ACTRA members in Canada on their behalf.

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, ~~above that full payment has not been made.~~
- ~~(b)(c)~~ (c) ~~Any Engager who attempts to do work for a non-adhered Engager in violation of Article 3002.~~

~~Failure or refusal by any Engager to sign a Letter of Adherence shall automatically cause such Engager to forfeit all rights under this Agreement. In the event that ACTRA may declares such an Engager to be~~

Commented [KAV1]: NOTE: ACTRA requires all Engagers to sign an LOA therefore this article is unnecessary.

Commented [KAV2]: *NEW PROPOSAL*
Proposal: Propose to change how Engagers and Third Parties adhere to the NCA with the ICA/ACA and ACTRA.

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

an "unfair Engager," and ACTRA may instruct 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, not to work for such unfair Engager.

Commented [KAV3]: NOTE: Language reflects ACTRA's Constitution & Bylaws (#8)

Commented [KAV4]: NOTE: Modernization - relocating all Unfair Engager related articles into 1 section.

3412 Unfair Engager In the event that the Engager fails or refuses to abide by this complaint procedure or to implement a decision by an Arbitrator, ACTRA shall have the right to declare such Engager "unfair." ACTRA may direct its members not to accept any engagements from such Engager, without injury or damage to the Performers or to ACTRA.

2602 (d)(v)

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

3004 Letter of Adherence See online resource form. See format overleaf.

Commented [KAV5]: NOTE: Embed link to online resource form.

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

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

Commented [CB6]: ACTRA has a number of templates that are being signed by Engagers to protect against non adhering agencies getting access ACTRA Performers. See reference to LOA now in 3001.

Company Name: _____

Address: _____

City: _____ Province: _____

Postal Code: _____ Email: _____

Tel No: _____ Fax no: _____

Date: _____

To: ACTRA LOCAL UNION OFFICE

The Engager named below hereby acknowledges receipt of the national Agreement of rates and conditions

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

Signature

Print or Type Name

Title

Signed on Behalf of:

Company name

This

day/month/year

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

Per

Date

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 11:00 AM/2023-07-07 10:59 AM

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

Section 31 – ~~INDEPENDENT ENGAGERS~~ FAVOURABLE AGREEMENT

~~3101 Engager Liable~~ In the event that the Engager contracts or engages for production of a commercial an independent Engager or production house that is not a signatory to this Agreement, the Engager shall be liable for any violations of this Agreement arising out of the production of such a commercial by such independent Engager or production house.

Commented [KAV1]: NOTE: Relocated to Section 1 - Article 108.

~~31012 Agreement Terms No Less Favourable~~ Favourable Agreement -Where ACTRA agrees that it will not enter into any collective agreement involving the services of Performers its Members in C commercials with an Engager on terms more favourable to such Engager 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 preclude the right of ACTRA to negotiate agreements governing rates and conditions for local markets only.

ACTRA further agrees that it will shall not permit its members to be engaged by any Engager for television and radio C commercials in Canada by any Engager that has not signified, in writing, adherence is not bound to an this Agreement with ACTRA.

~~31033102~~ ——— 705 (a) Employees of Advertising Agencies Except for members of ACTRA, employees of the advertising agency or the video production house or members of the employee's immediate family shall not be engaged as Performers in television or radio C commercials in which such agency or video production house is involved.

Commented [KAV2]: NOTE: Relocated from 705(a) after staff review/discussion. This has moved during the time.

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/2023-07-07 11:02 AM

LEGEND	
Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
Red	→ Non-Adhering
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 provided that the Engager in its agreement with such transferee shall include a provision, made expressly for the benefit of ACTRA, requiring such transferee to sign a Letter of Adherence (if it is not already party and bound to this Agreement) in order to assume rights over ~~comply with all of the provisions of this Agreement with respect to~~ such Commercials. Such agreement shall be in the following format (see example form letter in Appendix P [Link to Transfer of Rights Form](#)).

Commented [KAV1]: NOTE: Language taken from Article 3201 - Split into two separate articles for clarity.

~~3202 Transfer of Rights Form~~

~~Refer to Appendix P.~~

~~An Engager shall not be responsible for payment if unable to obtain a Transfer of Rights letter from the transferee.~~

Commented [KAV2]: NOTE: Update Transfer of Rights Form (App P) and include a link to the online resource platform to access the 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.

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Section 32

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

Date: 2023-07-07 11:03 AM 2023-07-07 11:02 AM

LEGEND	
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Turquoise	→ Simplified Agreed to Items
Red	→ Non-Adhering
Green	→ Relocation in New NCA

APPENDIX P

Transfer of Rights Form

National Commercial Agreement

Section 32 – TRANSFER OF RIGHTS ~~EXAMPLE LETTER~~ AGREEMENT

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

Date:

RE: ~~Sponsor~~ Advertiser:

Television/Radio

Commercial(s): _____

(Use separate sheet for additional commercials)

_____ (insert name of the ~~company~~ Engager to which the ~~C~~commercial is being transferred, hereafter referred to as the “Transferee”) hereby agrees with _____ (insert the name of the Engager from which the ~~C~~commercial is being transferred, hereafter referred to as the Transferor”) that all ~~television/radio~~ ~~C~~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~~ ~~signatory~~.

The Transferee hereby ~~confirms that agrees 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 for the use of the television/radio 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 ~~television/ radio~~ ~~C~~commercial(s) affected by this Agreement shall be subject to and conditional upon prompt payment to the Performers involved ~~of and~~ compensation for ~~S~~ession and ~~R~~esidual/Use fees as provided for in the ~~National Commercial Agreement~~ ~~NCA~~. ~~Transferee (New Agency) Transferor (Previous Agency)~~

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Section 32

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LEGEND	
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Red	→ Non-agreeing
Green	→ Relocation in New NCA

Transferee (New Engager)

Transferor (Previous Engager)

Company Engager Name: _____

Company Engager _____

Name: _____ Address: _____

Address: _____ City: _____

City: _____ Province: _____

Province: _____

Postal Code: _____ Postal Code: _____

Telephone #: _____ Telephone #: _____

Fax #/Email: _____

Fax

#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.

Commented [KAV1]: **RELOCATE IN NEW NCA**
Move to Part A: Recognition and Application

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Section 34

File Name: Section 34_New NCA_2023-07-05_Tracked Changes_v6.docx
Last Revised Date: 2023-07-07 11:07 AM/2023-07-07 11:05 AM

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

Section 34 – GRIEVANCES AND COMPLAINTS 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 3401 Time Period for Filing Grievances 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 3401 First Stage: (a) In any event, the A~~ Performer must advise ACTRA within thirty (30) calendar days of the date on which ~~he/she~~ they raised a complaint or on which they becomes aware or ought to have become aware of the act or omission giving rise to any grievance.

~~(a) A party may initiate a grievance only 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 initiating grieving party/griever (ACTRA, the ICA/ACA or the Engager) sets forth in writing the facts giving rise to the dispute, the relevant sections of the Agreement-NCA or of the individual contract, and the remedy sought, and delivers the grievance to the other party to the grievance. The Association to which a respondent Engager belongs will be provided a copy.~~

~~(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.~~

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

Commented [KAV1]: *NEW PROPOSAL*
Proposal: To streamline and expedite the grievance procedure with the removal of one of the stages.

Commented [KAV2]: NOTE: This sentence captures the language from Article 1006 Screening which is proposed to be delete.

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Section 34

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LEGEND	
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Green	→ Relocation in New NCA

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.

(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

Commented [KAV3]: ***NEW PROPOSAL***

Proposal: Propose to have a new expedited arbitration process.

Rationale: The Joint Standing Committee process was ineffective and requires a neutral third party to make a determination in an expedited manner. Therefore, the creation of the Grievance Commissioner System should meet each Parties needs.

PRIVATE AND CONFIDENTIAL

Subject to errors and omissions

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Section 34

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LEGEND	
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Red	→ Housekeeping
Green	→ Relocation in New NCA

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 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)*

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

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

(a) The Joint Standing Committee shall meet six (6) times per calendar year, on the second Tuesday of the months of January, March, May, July, September and November, at times and places to be determined by the Committee or its representatives. Meetings may be cancelled only in the event that there are no grievances to discuss. A meeting may be postponed because of extraordinary circumstances, but

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~~in no event for more than eleven (11) working days.~~

~~(b) _____ The Joint Standing Committee shall hear the dispute and shall attempt to resolve the matter. Parties submitting grievances who are not able to appear in person may submit a statement in writing or on video.~~

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

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

~~(a) _____ giving its views on its interpretation of the Agreement where it is found by the Committee that a provision or provisions of the Agreement are ambiguous;~~

~~(b) _____ recommending redress to the complaining Party when it is found that the Agreement has been violated;~~

~~(c) _____ recommending improvements to the administration of the Agreement to the Parties.~~

~~3405 The mediated resolution or, in the alternative, the recommendations of the Committee shall be reduced to writing and made available to all parties to the grievance.~~

~~3406 In the event that settlement is not reached through the first or second stages of the grievance procedure, or in the event that the respondent party does not respond to the grievance, the complaint may be referred to arbitration by the grieving party, in accordance with the following provision.~~

~~3407 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, the grieving party, after complying with the stages set out above in this Section, shall notify the other party in writing of its desire to submit the difference or allegation to a single Arbitrator.~~

~~(b) _____ The party invoking arbitration shall, in its notice of intent to proceed to arbitration, suggest a person or persons to serve as the sole Arbitrator.~~

~~(c) _____ The recipient of the notice shall respond within ten (10) working days, either agreeing to a proposed Arbitrator, or suggesting alternative Arbitrators.~~

~~(d) _____ If the parties cannot agree on an Arbitrator within thirty (30) days, either party may request the Minister of Labour for the province where the dispute is being heard to appoint an Arbitrator.~~

~~(e) _____ In Quebec, the Arbitrator in such case may be appointed in accordance with the Act respecting the professional status and conditions of engagement of performing, recording and film artists (R.S.Q., c. S-32.1)~~

~~3408 Timely and Complete Hearing The Arbitrator shall hear the dispute in a timely fashion.~~

34059 **Powers of Arbitrator** The Arbitrator shall not alter, amend, add to or delete from the terms of this Agreement 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).

Commented [KAV4]: NOTE: The Parties to insert language regarding simplified and modernized changes and the power of an Arbitrator to rely on the language of the 2017-2020 NCA for the next 10 years following ratification.

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Section 34

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LEGEND	
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Red	→ Housekeeping
Green	→ Relocation in New NCA

3407~~40~~ **Arbitrator's Decision** The Arbitrator shall be empowered to issue a final and binding decision and will enable the ~~complaining Party~~grieving party to exercise all rights and benefits provided by the ~~NCA's~~Agreement. The Arbitrator shall, in establishing entitlement to such rights and benefits, render a decision that ~~he/she/they~~is warranted under the circumstances, including redress in the form of damages.

3408~~11~~ **Association Status** In any grievance against an Engager, the ICA/ACA may request that the Arbitrator grant the ICA/ACA intervener status.

~~3412 Unfair Engager~~ In the event that the Engager fails or refuses to abide by this complaint procedure or to implement a decision by an Arbitrator, ACTRA shall have the right to declare such Engager "unfair." ~~ACTRA may direct its members not to accept any engagements from such Engager, without injury or damage to the Performers or to ACTRA.~~

~~3413 Time Periods May Be Changed~~ Any time period provided for in this Section may be changed by mutual agreement between the representatives of ACTRA, the ICA/ACA or the Engager, as the case may be.

Commented [KAV5]: NOTE: Relocated to Section 30 (Article 3003)

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Section 34

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

Last Revised Date: ~~2023-07-07 11:07 AM~~2023-07-07 11:05 AM

LEGEND	
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Red	→ Housekeeping
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[1409-0582-5026_v_1](#)

ACCEPTED

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/2023-07-07 11:08 AM

LEGEND

Yellow	→ Proposals
Orange	→ Agreed to Items
Turquoise	→ Simplified Agreed to Items
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 ~~August 05, 2017~~, and shall remain in full operation until MMM DD, YYYY ~~June 30, 2020~~.

Commented [KAV1]: *NEW PROPOSAL* Proposal: Term of Agreement and General Increase- TBD

NEW Minimum Fees and Rates: Effective MMM DD, YYYY ~~August 05, 2017~~, there shall be a general increase of ~~two-XX~~ percent (~~2XX~~%) in all fees and rates. Effective MMM DD, YYYY ~~July 1, 2018~~, there shall be an additional general increase of ~~two-XX~~ percent (~~2XX~~%) in all fees and rates. Effective MMM DD, YYYY ~~July 1, 2019~~, there shall be an additional general increase of ~~two-XX~~ percent (~~2XX~~%) 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.

Commented [KAV2]: NOTE: Depending on the length of term - revise the required time for notice to a shorter period, if a shorter term.

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 ~~August 05, 2017~~. 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 ~~August 05, 2017~~ has expired. Residual/Use payments for subsequent cycles of such Commercials shall be paid at the Residual/Use rates provided for in this Agreement.

Commented [KAV3]: NOTE: Update, once term dates available.

Commented [KAV4]: NOTE: Update, once term dates available.

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

Commented [KAV5]: NOTE: update once known.

ACTRA

The Institute of Communication Agencies
and
The Association of Canadian Advertisers

LEGEND	
Yellow	→ Proposals
Orange	→ Agreed to Items
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Red	→ Housekeeping
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ACTRA-ICA/ACA AGREEMENT

RESPECTING RATES AND CONDITIONS FOR PERFORMERS IN LOCAL AND REGIONAL COMMERCIALS

RULES AND RATES EFFECTIVE SEPTEMBER 23, 2017 TO JUNE 30, 2020

Article 1 – APPLICATION AND RECOGNITION

~~101~~ **Application** The terms and conditions of this Addendum shall apply to persons who are Members of or who are eligible for membership in ACTRA with respect to local television, radio and Digital Media commercials produced and broadcast for local use in the geographic areas defined herein.

~~102~~101 **Limitation** This section of the National Commercial Agreement is limited as follows:

(a): Local Advertisers ~~This Addendum is limited to commercials~~ **Commercials** produced for advertising of products or services advertised or distributed on a local or regional basis.

(b) ~~106~~ ~~Limitation: Geographic Areas~~ **Commercials produced within This Addendum is limited to the following geographic areas (referred to in Article 101 and 102 above):**

Regional Category Geographic Area

1 _____ British Columbia; or Prairie Provinces (Alberta, Saskatchewan and Manitoba)

2 _____ Manitoba (including Ontario, east to Thunder Bay); or Saskatchewan; or Alberta (including Peace River, BC); or Atlantic Provinces; or southeast Ontario (Ottawa/ Kingston) or southwest Ontario (London/Windsor)

3 _____ Northern Ontario (North of highway 7 but including the cities of Sudbury, North -Bay and Sault Saint Marie); or Newfoundland and Labrador; or Nova Scotia; or New Brunswick; or Prince Edward Island; or Northwest Territories; or Nunavut; or Yukon

4 _____ ~~Applicable to commercials produced in either British Columbia or the Prairie Provinces for use in both areas inclusively~~

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

(c) ~~107~~ Production Outside Area of Use ~~Where a Commercial, or part of a Commercial is produced in a production centre outside of the geographic area of use, which 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.~~

Commented [KAV1]: *NCA PROPOSAL*

Proposal:

Propose to integrate as much of the language from the L&R Addendum into the National Commercial Agreement. Propose to maintain a separate part (Part D) in the New NCA that outlines the critical info related and specific to the L&R - E.g. Limitation (Local & Geographic), Rates, LOA.

Rationale:

Simplification. Eliminate duplicate article language and ensure consistent application and practices are in place. To allow for negotiations to occur all at once and not have to be separately ratified.

Commented [KAV2]: NOTE: Combined and simplified the various L&R articles that establish the limitations of the L&R Addendum (Article 102, 106 & 107).

Commented [KAV3]: NOTE: Relocated from previous Article 106.

Commented [KAV4]: *NCA PROPOSAL*

Proposal:

Propose to delete Regional Category 4 throughout the L&R portion of the Agreement as this Category is used infrequently.

Rationale:

Simplification of the application and rates for Local & Regional Commercials.

Commented [KAV5]: NOTE: Relocated from Article 107 below. Important to maintain this language in order to capture this work.

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~~103~~ **Parties to Agreement** The terms of this Addendum are the result of negotiations between representatives of the Joint Broadcast Committee, established by the Institute of Communication Agencies (“ICA”) and the Association of Canadian Advertisers (“ACA”), and ACTRA.

Commented [KAV6]: NOTE: Delete this Article as the NCA references Parties to the Agreement in Article 103.

~~104~~ **Recognition** The Engager recognizes ACTRA (and its component branches/ local unions) as a voluntary association authorized to represent each and all of its Members in establishing minimum rates and working conditions.

~~105~~ **ACTRA as Sole Bargaining Agent** The Engager recognizes ACTRA (and its component branches/local unions) as the sole and exclusive bargaining agent for Performers with respect to all minimum rates and working conditions provided for in this Addendum.

~~106~~ **Limitation- Geographic Areas** This Addendum is limited to the following geographic areas (referred to in Article 101 and 102 above):

Commented [KAV7]: NOTE: Relocated to above Article 101 (b)

Regional Category — Geographic Area

- ~~1~~ — British Columbia; or Prairie Provinces (Alberta, Saskatchewan and Manitoba)
- ~~2~~ — Manitoba (including Ontario, east to Thunder Bay); or Saskatchewan; or Alberta (including Peace River, BC); or Atlantic Provinces; or southeast Ontario (Ottawa/ Kingston) or southwest Ontario (London/Windsor)
- ~~3~~ — Northern Ontario (North of highway 7 but including the cities of Sudbury, North Bay and Sault Saint Marie); or Newfoundland and Labrador; or Nova Scotia; or New Brunswick; or Prince Edward Island; or Northwest Territories; or Nunavut; or Yukon
- ~~4~~ — Applicable to commercials produced in either British Columbia or the Prairie Provinces for use in both areas inclusively

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

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

Commented [KAV8]: NOTE: Relocated to above Article 101 (c)

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

~~108~~ **National Agreement May Apply 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. Any departure from the conditions set forth in this Addendum will automatically place the commercial under the terms, rates and conditions of the ACTRA-ICA/ACA National Commercial Agreement.~~

Commented [KAV9]: NOTE: Relocated from Article 501 and simplified. Important to maintain this language.

~~501~~ **National Agreement Guidelines**

(a) ~~**National Agreement Shall Govern** Where this Addendum is silent or a dispute occurs concerning this Addendum, the provisions of the ACTRA-ICA/ACA National Commercial Agreement shall govern. It is agreed that the ACTRA-ICA/ACA Joint Standing Committee established under the~~

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~~terms of the National Commercial Agreement may from time to time establish rulings concerning this Addendum, in accordance with the procedures established under the terms of the National Commercial Agreement. Such ruling or interpretation shall have full force and effect, and failure to comply may result in a declaration of "unfair Engager."~~

(b) ~~Fee Shall Not Exceed National Agreement~~ In any event, the minimum ~~s~~Session or ~~R~~Residual/~~Use~~ fee payable to a Performer under this ~~Addendum Local and Regional section~~ shall under no circumstances exceed the comparable minimum ~~Session or Residual/Use fee~~ in the National Commercial Agreement.

Commented [KAV10]: NOTE: Important to maintain this language in the L&R.

~~409103~~ **Subsequent Use** Where any ~~commercial~~Commercial has been produced in accordance with the provisions of this ~~Addendum Section~~ and is subsequently used beyond the limits imposed by this ~~Addendum Section~~, the Engager shall pay to the Performers concerned a step-up fee to meet the rates and conditions of the ~~ACTRA-ICA/ACA~~ National Commercial Agreement.

Commented [KAV11]: NOTE: It is important to maintain this language as it informs the Engager of the boundaries related to the L&R and when the National Agreement applies.

~~Article 2 – DEFINITIONS~~

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

Commented [KAV12]: NOTE: Suggest to delete Article 2 as all definitions are located in the National Agreement.

~~Article 3 – CONDITIONS OF PRODUCTION~~

~~301~~ **Auditions** In order to encourage local development of a professional body of Performers, the Engager may request a Performer to audition without compensation, inclusive of a "mike test" reading of lines, for a period not exceeding one (1) hour from the time the Performer is called to report for such audition. Where any audition tape or recording is actually used in a commercial, the Performer shall be contracted and paid the appropriate session and residual fees.

Commented [KAV13]: NOTE: Suggest deletion of this article as all Audition Language captured in Article 905.

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

Commented [KAV14]: *NEW PROPOSAL*
Proposal:
 Propose to delete the Callback Audition language from the L&R and have Callback Audition Fees and language align with National (Article 909). Remove duplication and varied practices, application and rates across the country.

Rationale:
 There are several fees that do not appear in the L&R Addendum (Improv Fee, Detained in the Initial Audition Fees, Fee for taking part in another performer's audition fee, special wardrobe in audition fee) that revert to the National terms. Propose to have all fees - with the exception of session and residual/use fees align with the National Agreement.

Note:
 This proposal would be a cost increase.

Commented [KAV15]: NOTE: Suggest to delete Article 303 as the information required is already listed in the Intent to Produce Form and Article 1001. The payment time requires are also listed in Article 2601.

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

- ~~•~~ names of Engager and Sponsor
- ~~•~~ identity of commercial
- ~~•~~ name of Performer
- ~~•~~ date of production

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- ~~category of performance~~
- ~~hours of work~~
- ~~declaration of use of the commercial by market use and cycle dates, where applicable~~

~~304~~ **Prior Notification**

- (a) ~~The Engager shall notify the local ACTRA office, by telephone or otherwise, of the time, date and sponsor and the names and ages of any Minors engaged for the production, not less than twenty-four (24) hours prior to commencement of production of the commercial.~~
- (b) ~~Whenever daily call sheets are prepared and released by an Engager, a copy of the complete call sheet shall be emailed to the nearest local ACTRA office, prior to the production day.~~

Commented [KAV16]: NOTE: Suggest to delete this Article as the Intent to Produce Form includes Minors under Production Information. This is to be submitted 2 business days prior to the session. It also includes a checkbox for 'call sheets submitted'

Article ~~4-2~~ – PREFERENCE OF ENGAGEMENT

~~404201~~ **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 preference of engagement. The Engager will make every effort to engage ACTRA Members. In the event that auditions are held outside of the location where the commercial is to be produced (i.e., the production centre serviced by the nearest appropriate branch), auditions must be held concurrently in the location where the commercial is to be produced, in order to comply with the ~~is~~ above provision. ~~Where it is established that an Engager does not give preference of engagement to ACTRA Members, ACTRA may refer the matter to the ACTRA – ICA/ACA Joint Standing Committee for disposition and action.~~

Commented [KAV17]: NOTE: Suggestion to maintain language. There is strong language prioritizes Regional Performers which is important and hard fought for - "Members in the location where the Commercial is to be produced shall receive preference of engagement" and "auditions must be held concurrently in the location where the commercial is to be produced".

~~402~~ **Work Permits** ~~If it is not possible to secure the talent required by the Engager from among the members of ACTRA, the following procedure shall apply:~~

- (a) ~~The Engager shall notify the nearest office of ACTRA of the reasons for engagement of non-ACTRA Performers, and such non-ACTRA Performers shall apply for a work permit from the nearest local ACTRA office. Permits must be secured and paid for prior to commencement of work.~~
- (b) ~~The work permit fees for Apprentice Members and non-ACTRA Performers shall cost, per session, \$43.75 for Apprentice Members and \$52.50 for non-ACTRA Performers, in all localities covered by this Agreement.~~

Commented [KAV18]: NOTE: Work Permits are covered in Section 8 so this is repetitive. Suggest to delete this article. However, Work Permit fees needs to be captured and updated in the updated Schedule of Fees Chart.

ACTION ITEM: Suggestion to update work permit schedule of fees to include performance categories for L&R commercials. At present, there is 1 rate for all - \$43.75/\$52.50 which makes it challenging for non-members to join given they'll have only paid \$150 toward their \$1600 membership fee after 3 permits. Suggestion to update permit fees to Principal/SOC: \$150 / VO: \$XXX / BG: \$10
Permit fees should take into consideration the session free amount. All branches appear to be in favour of this. Re-write the Work Permit Fee Addendum No. 4 with staff feedback.

~~403~~ **Work Permits Required** ~~ACTRA Members shall not be required to work with Performers who are not members of ACTRA and who do not hold a work permit issued by ACTRA.~~

~~404202~~ **Non-residents** ~~Precluded Prohibited~~ The engagement of Performers who are not residents of Canada is ~~precluded prohibited by this Addendum 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 ~~ACTRA – ICA/ACA National Commercial Agreement.~~

Commented [KAV19]: NOTE: Suggestion deletion of this article as Section 8 covers work permits.

Commented [KAV20]: NOTE: Suggest plainer language for this article. The intent of this article is to bolster work for regional performers. This is important to maintain.

~~405~~ **Waiver Fees for Voice Patches** ~~A voice performance provided by a non-Canadian Performer outside of Canada (by telephone, land patch or live), in a commercial otherwise produced in ACTRA's jurisdiction, will be permitted upon payment of a waiver fee of \$506.25 per performer, per commercial, up to a maximum of three (3) waiver fees per pool of commercials produced during the~~

Commented [KAV21]: NOTE: Propose to delete this Article as the L&R section is specifically designed to capture work for local performers.

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same-voice session (\$1,518.75).

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

Commented [KAV22]: NOTE: Suggest to delete as Sections 7 & 8 cover this non-member allowance. The same rules and \$200 rate should apply in all circumstances - National or L&R.

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

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

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

Commented [KAV23]: Note: The National language in Sections 7 & 8 covers this non-member allowance?

Article 5 – NATIONAL COMMERCIAL AGREEMENT

~~501~~ **National Agreement Guidelines**

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

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

Commented [KAV24]: NOTE: Relocated to above Article 102.

Article ~~6-3~~ – WORK SESSION AND WORK SESSION PAYMENTS RATES

~~601~~~~301~~ **Minimum Fees** The rates provided herein are the minimum fees to be paid to Performers engaged in ~~commercials~~ **Commercials** produced within the geographical jurisdiction of this Local and Regional section. ~~Addendum~~.

~~602~~~~302~~ **Television Session Rates Chart (Video Only)**

(a) ~~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 ~~S~~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 ~~P~~performers including the ~~off-off~~ camera ~~P~~performers engaged are from the geographic regions 2 or 3, the Engager may produce up to one and a half (1½) minutes of finished ~~C~~ommercials. ~~(See Rate Chart).~~

Commented [KAV25]: *NEW PROPOSAL*
See L&R Rate Chart - Session Rates for details on this proposal. Propose to delete all of Article 602 (a) to (i) and replace it with the Rate Chart and Notes.

Proposal: Propose replacing all of article 602 (a) to (i) with Rate Chart and Notes. Propose the deletion of these Regional Category 4 and 4+. 4+ is cumbersome to enforce and interpret. Both of these categories are not used. This will simplify and streamline language, rates, and application. (See L&R Rate Chart)

Rationale:
For simplification purposes - reduce the number of categories as 4 and 4+ do not get used. . All L&R session related fees in one place.

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

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

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

(b) **Additional Commercials** Each additional commercial [beyond one (1) minute of finished commercials] produced at the same work session may be paid at the rate of one third (1/3) of the contracted Session Fee. For each additional television commercial so produced, the Engager may be entitled to an additional two (2) hours of "included work time" per commercial for on camera Performers and Background Performers, and an additional one (1) hour of included work time per commercial for off camera Performers.

(c) **Hourly Work Time** When production is continued beyond the designated included work time assigned to each category of performance, up to and including the sixth (6th) hour of work in any one day, the additional time shall be designated "hourly work time," and Performers shall be paid for Categories 1, 2 and 3 at the rate of \$50.00/\$51.00/\$52.00 and for Category 4 at the rate of \$72.60/\$74.10/\$75.60 per hour or any portion thereof.

(d) **Additional Work Time** When production is continued beyond six (6) hours, such work time shall be designated "additional work time," and the Performers shall be paid for the seventh (7th) and eighth (8th) hours of work for Categories 1, 2 and 3 at the rate of \$60.40/\$61.60/\$62.80 and for Category 4 at the rate of \$87.20/\$88.90/\$90.70 per hour or any portion thereof.

(e) **Overtime** When production is continued beyond eight (8) hours in any one (1) day [excluding a one (1) hour meal period], further hours of work shall be called "overtime," and shall be paid for Categories 1, 2 and 3 at the rate of \$65.70/\$67.00/\$68.30 and for Category 4 at the rate of \$95.40/\$97.30/\$99.20 per hour or any portion thereof.

(f) **Television Recall and Preproduction Rehearsal Fee Rates**

Commented [KAV26]: NOTE: Suggest deletion of all Rate Charts in L&R Addendum and replace with the proposed Rate Charts (see separate L&R Rate Chart document),

Commented [KAV27]: NOTE: Delete this language and incorporate this language as a Note beneath the L&R Session Rate Chart (see Rate Chart)

Commented [KAV28]: NOTE: Important to maintain language and the 6 hour work day. Language has been captured in the Notes beneath the Rate Chart in order to simplify and keep all rate related information in one location.

Commented [KAV29]: NOTE: Incorporated into Session Rate Chart.

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

Performance Category	Year	Regional Category				Include Work-Time
		1	2	3	4	
Principal/Solo	1	284.70	234.90	201.30	412.40	3 hours
	2	290.40	239.60	205.30	420.60	3 hours
	3	296.20	244.40	209.40	429.00	3 hours
Silent On-Camera	1	273.70	225.90	194.10	296.50	3 hours
	2	279.20	230.40	198.00	404.40	3 hours
	3	284.80	235.00	202.00	412.50	3 hours
Voice Over/Solo	1	139.90	82.80	64.70	202.80	1 hour
	2	142.70	84.50	66.00	206.90	1 hour
	3	145.60	86.20	67.30	211.00	1 hour
Group Singer	1	108.50	49.90	39.10	152.60	1 hour
	2	110.70	50.90	39.90	155.70	1 hour
	3	112.90	51.90	40.70	158.80	1 hour
Background Performer (no residuals)	1	161.70	80.80	79.20	234.20	3 hour
	2	164.90	82.40	80.80	238.90	3 hour
	3	168.20	84.00	82.40	243.70	3 hour

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

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

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

Regional Category	1	2	3	4
Regional Television On-Camera				
Year 1	131.70	97.30	72.70	190.60
Year 2	134.30	99.20	74.20	194.40
Year 3	137.00	101.20	75.70	198.30

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LEGEND

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

<u>Off-Camera</u>				
Year 1	80.10	59.20	43.80	116.10
Year 2	81.70	60.40	44.70	118.40
Year 3	83.30	61.60	45.60	120.80
<u>Regional Category</u>				
Regional Radio	1	2	3	4
Year 1	43.80	32.30	23.60	63.50
Year 2	44.70	32.90	24.10	65.20
Year 3	45.60	33.60	24.60	66.50

Article 4 –RESIDUAL/USE RATE CHARTS

~~603401~~ — **Television Residual/Use Rates Chart**

Regional Category 1

Television Residual Rate per Commercial

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

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

Commented [KAV30]: *NEW PROPOSAL*
 See L&R Rate Chart - TV Residual/Use Rates for details on this proposal. Propose to delete all of Article 603 and replace with L&R Rate Chart.

- Proposal:**
 Propose to simplify L&R TV Residual/Use Rates in the following ways:
1. Remove the 2 week use option.
 2. Remove the 2 year use option.
 3. Offer 1 set of rates for each regional category rather than the unnecessarily complicated charts for 1 commercial vs. 2+ commercials. The 1 rate will be the mean between the two.
 4. Remove Category 4 - not used

Rational:
 These Use options are not used very much. Much simpler way of managing Use for L&R.

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<u>Chart</u>	<u>Cha</u>	<u>Perf</u>	<u>ormanc</u>	<u>e</u>	<u>Category</u>	<u>Year</u>
1	2	2	3	4	1	2
Principal/Sole	2	2	3	4	1	2
2	2	2	3	4	1	2
3	2	2	3	4	1	2
4	2	2	3	4	1	2

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Silent On-
Camera
2

3 2 2 3 4 1 2

4 4 4 2 3 9 1

Voice-
Over/Sol
e
2

3 1 1 2 3 1 1

1 1 1 1 2 7 1

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Group Singer	±	±	±	±	±	±
<u>2</u>						

3	±	±	±	±	±	±
---	---	---	---	---	---	---

Only One Commercial

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

<u>Performance Category</u>	P	P	P	P
<u>Year</u>				
	U	e	U	e
±	±	±	±	±

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Principal/Sole
Singer

2

3 1 2 2 3

1 1 2 2 3

Silent On-
Camera

2

3 1 2 2 3

1 1 1 1 2

Voice Over/Sole
Singer

2

3 1 1 1 2

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1	9	1	1	2
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Group Singer	9	1	1	2
-------------------------	--------------	--------------	--------------	--------------

~~2~~

3	9	1	1	2
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603—Television Residual Rates

Regional Category 2

Television Residual Rate per Commercial

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

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

Performance	p	p	p	p	p	p
Category						
Year						

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1 1 1 2 3 9 1

Principal/Sole
 2 1 2 2 3 9 1

3 1 2 2 3 1 1

1 1 1 2 2 9 1

Silent On-
 Camera
 2 1 1 2 3 9 1

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3 1 1 2 2 9 1

1 1 1 1 2 7 1

Voice Over/Solo 1 1 1 2 7 1
2

3 1 1 1 2 7 1

1 6 7 8 1 4 7

Group Singer 6 7 8 1 4 7
2

3 6 7 8 1 4 7

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Red	→ Housekeeping
Green	→ Relocation in New NCA

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

Performance Category — Year	Per-Week of Use	Per 2 Weeks of Use	Per-Month of Use	Per-13 Weeks of Use
1 Principal/Solo Singer — 2	178.70	225.90	273.20	360.00
	182.30	230.40	278.70	367.20
	185.90	235.00	284.30	374.50
1 Silent On-Camera — 2	171.80	217.10	262.90	346.10
	175.20	221.40	268.20	353.00
	178.70	225.80	273.60	360.10
1 Voice-Over/Solo Singer — 2	120.80	150.00	178.70	233.20
	123.20	153.00	182.30	238.70
	125.70	156.10	185.90	244.30
1 Group Singer — 2	90.60	112.70	134.60	205.90
	92.40	115.00	137.30	210.00
	94.20	117.30	140.00	214.20

603—Television Residual Rates

Regional-Category 2

Television Residual Rate per-Commercial

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

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

Performance Category — Year	P	P	P	P	Pe	P
	e					

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Red	→ Housekeeping
Green	→ Relocation in New NCA

1 1 1 2 3 96 17

Principal/Solo
(on camera)
2 1 2 2 3 98 17

3 1 2 2 3 17 17

1 1 1 2 3 92 17

Silent On Camera
2 1 1 2 3 94 17

3 1 1 2 3 96 17

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Red	→ Housekeeping
Green	→ Relocation in New NCA

1	1	1	1	2	71	1
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Voice-Over/Solo (off-camera)	1	1	1	2	73	1,
<u>2</u>						

2	1	1	1	2	74	1,
---	---	---	---	---	----	----

1	6	7	8	1	43	7
---	---	---	---	---	----	---

Group Singer	6	7	8	1	44	7
<u>2</u>						

2	6	7	8	1	45	7
---	---	---	---	---	----	---

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

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Green	→ Relocation in New NCA

commercial residual rates apply

Performance Category	Pe	Per	Pe	Pe
<u>Year</u>				
1	14	16	19	27
Principal/Solo (on-camera)	14	17	20	27
<u>2</u>				
3	14	17	20	28
<hr/>				
1	13	16	19	26
Silent-On-Camera	13	16	19	26
<u>2</u>				
3	14	16	19	27
<hr/>				
1	86	99	11	20

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Red	→ Housekeeping
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Voice Over/Sole (off camera)	88	10	11	20
2				
3	89	10	11	21
<hr/>				
1	51	60	68	12
Group Singer	52	61	70	12
2				
3	53	62	71	12

603 – Television Residual Rates

Regional Category 3

Television Residual Rate per Commercial

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

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

Performance P P P P Pe P

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LEGEND

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

Category
Year

	1	2	3	4	5	6	7
	1	1	2	2	89	1,	
<u>Principal/Solo (or camera)</u>	1	1	2	3	91	1,	
<u>2</u>							
<u>3</u>	1	1	2	3	93	1,	
	1	1	1	2	86	1,	

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

<u>Silent On Camera</u>	1	1	1	2	87	1,
2						
3	1	1	2	2	89	1,
<hr/>						
1	6	8	1	2	60	1
<u>Voice Over/Solo (off camera)</u>	6	8	1	2	61	1,
2						
3	6	8	1	2	62	1,
<hr/>						
1	4	5	6	1	36	6
<u>Group Singer</u>	4	5	6	1	36	6
2						

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Red	→ Housekeeping
Green	→ Relocation in New NCA

~~3~~ ~~4~~ ~~5~~ ~~6~~ ~~1~~ ~~27~~ ~~6~~

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

Performance Category	Year	Per Week of Use	Per 2 Weeks	Per Month	Per 13 Weeks of Use
1	\$	\$15	\$170.	\$25	2
Principal/Sole Singer (on-camera)	1	153.	173.6	258	0
2					
3	1	156.	177.1	263	0
1	1	144.	163.9	244	0
Silent On Camera	1	147.	167.2	249	0
2					
3	1	149.	170.5	254	0

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1	5	71.6	86.30	170
Voice Over/Solo Singer (off camera)	5	73.0	88.00	173
2				
3	5	74.5	89.80	177
1	3	42.7	51.50	102
Group Singer	3	43.6	52.50	104
2				
3	3	44.5	53.60	106

603—Television Residual Rates

Regional Category 4

Television Residual Rate per Commercial

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

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

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Green	→ Relocation in New NCA

Performance	P	P	Pe	P	P	P
Category						
Year						

e of
u

(P f

1	4	5	66	8	2,	4,
---	---	---	----	---	----	----

Principal/Sole (on camera)	4	5	65	8	2,	4,
2						

3	4	5	66	8	2,	4,
---	---	---	----	---	----	----

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1	4	5	61	8	2,	4,
Silent On-Camera	4	5	63	8	2,	4,
2						
3	4	5	64	8	2,	4,
1	2	3	42	6	1,	3,
Voice Over/Sole (off camera)	2	3	42	6	1,	3,
2						
3	2	3	43	6	1,	3,
1	2	2	31	4	1,	2,

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Group-Singer	2	2	32	4	17	27
2						

3	2	2	32	5	17	27
--------------	--------------	--------------	---------------	--------------	---------------	---------------

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

<u>Performance Category</u>	Per	Per	Per	Per
<u>Year</u>				
	Use	of	Use	of
1	\$35	\$45	\$54	\$71
<u>Principal/Solo-Singer</u>	364	460	556	734
2				

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3	371	469	568	748
1	343	434	525	692
Silent On Camera	350	443	535	706
2				
3	357	452	546	720
1	241	299	357	546
Voice Over/Solo Singer	246	305	364	556
2				
3	251	311	371	568
1	180	225	268	412
Group Singer	184	229	274	420
2				
3	188	234	279	428

~~(a) Where one (1) or two (2) years' use has been paid for, use need not be continuous, provided that the following conditions are met:~~

~~(i) The conditions of use must be agreed upon by the Performer at the time of contracting.~~

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~~(ii) The commercial may be used in any four (4) blocks of thirteen (13) weeks, up to a maximum period of two (2) years.~~

~~(iii) Seasonal commercials, as defined in Article 1813 (f) and Article 1816 of the National Agreement, may be used over a period of four (4) consecutive years (refer to Addendum No. 1: Letter of Understanding – Tourism Seasonal Commercials).~~

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

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

605402 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.

605 Radio Rates

**Regional Category 1
Radio Session and Use Fee Rates**

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

More Than Two Commercials Produced at a Session

Commented [KAV31]: NOTE: Suggest to delete. If we propose to remove the 2 year Use option then this language is no longer necessary. 4 consecutive 13 week blocks = 1 year.

Commented [KAV32]: NOTE: Suggest to delete. Any Tourism related commercials would be processed through an E/C - Propose deletion of LOU #1 - Tourism

Commented [KAV33]: NOTE: Suggest to delete this article as it does not get used.

Commented [KAV34]: ***NEW PROPOSAL***
 See L&R Rate Chart - Radio Session & Use Rates Worksheet

- Proposal:**
 Propose to simplify the Radio Session & Use Fee Charts as follows:
1. Consolidating the fees into 1 chart.
 2. Eliminate the 'more than two commercials produced' rate and have one rate for each respective performance category.
 3. Delete the 2 week Use option.
 4. Delete the 2 year Use option.
 5. Delete Category 4 as it does not get used much.

Rationale:
 To simplify the terms and rates for Radio as they do not get used much and are unnecessarily complicated.

Commented [KAV35]: NOTE: Relocated from below all of the various charts in Article 605.

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

Only One or Two Commercials Produced at a Session

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

605 Radio Rates

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

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

More Than Two Commercials Produced at a Session

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

Performance	Performance	Performance	Performance	Performance	Performance	Performance
Category	Category	Category	Category	Category	Category	Category
Year	Year	Year	Year	Year	Year	Year
1	2	2	2	2	2	1
	0	1	3	0	0	7
	0	7	3	8	5	5
	5	0	4	5	2	1
	0	0	0	0	0	2
						0
Single	2	2	2	3	0	1
Voice/	0	2	3	0	1	7
2	4	1	8	4	3	5
	5	3	1	5	2	1
	0	0	0	0	0	7
						6
						0
3	2	2	2	3	0	1
	0	2	4	1	3	7
	8	5	1	0	1	5
	7	7	7	7	7	8

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	6	7	9	6	5	2
	0	0	0	0	0	7
						6
						0
1	1	1	1	1	5	9
	2	3	4	7	3	1
	0	0	0	9	7	3
	7	7	7	7	7	7
	4	3	0	3	7	8
	0	0	0	0	0	0
Multiple Voice/2	1	1	1	1	5	9
	2	3	4	8	4	3
	2	2	2	2	8	2
	7	7	7	7	7	7
	8	9	8	9	5	1
	0	0	0	0	0	0
3	1	1	1	1	5	9
	2	3	4	8	5	5
	5	5	5	6	9	0
	7	7	7	7	7	7
	3	6	7	6	5	7
	0	0	0	0	0	0

Only One or Two Commercials Produced at a Session

Performance Category	Year	P e r f o r m a n c e U s e	P e r f o r m a n c e U s e	P e r f o r m a n c e U s e	P e r f o r m a n c e U s e
1		1	1	1	2
		7	8	9	5
		0	4	8	3
		7	7	7	7
		3	4	3	8
		0	0	0	0
Single Voice/2		1	1	2	2
		7	8	0	5

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	3	8	2	8
	7	7	7	7
	0	0	0	0
3	1	1	2	2
	7	9	0	6
	7	1	6	4
	7	7	7	7
	2	9	3	1
	0	0	0	0
<hr/>				
1	1	1	1	1
	0	1	1	5
	2	0	0	2
	7	7	7	7
	3	7	0	5
	0	0	0	0
Multiple Voice/2	1	1	1	1
	0	1	2	5
	4	2	1	5
	7	7	7	7
	3	9	4	6
	0	0	0	0
3	1	1	1	1
	0	1	2	5
605	6	5	3	8
	7	7	7	7
	4	2	8	7
	0	0	0	0

Radio Rates

**Regional Category 3
 Radio Session and Use Fee Rates**

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

More Than Two Commercials Produced at a Session

Performance Category	Year	Per-Week of Use	Weeks of Use	Per-Month of Use	Weeks of Use	Years' Use (Prepaid)	Years' Use (Prepaid)
1		166.50	183.40	200.50	266.90	801.60	1,262.10
Single Voice/2		169.80	187.10	204.50	272.20	817.60	1,389.30
3		173.20	190.80	208.60	277.60	834.00	1,417.10
1		99.90	109.80	120.40	160.20	480.40	816.20

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 Subject to errors and omissions
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Multiple Voice/	2	101.90	112.00	122.80	163.40	490.00	832.50
	3	103.90	114.20	125.30	166.70	499.80	849.20

Only One or Two Commercials Produced at a Session

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

605 Radio Rates

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

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

More Than Two Commercials Produced at a Session

Performance Category	Year	Per-Week of Use	Weeks of Use	Per-Month of Use	Weeks of Use	Years' Use (Prepaid)	Years' Use (Prepaid)
1		406.90	448.40	511.50	666.30	1,998.60	3,295.90

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Single Voice/	2	415.00	457.40	521.70	679.60	2,038.60	3,463.80
	3	423.30	466.50	532.10	693.20	2,079.40	3,533.10
Multiple Voice/	1	308.30	335.80	382.70	502.20	1,506.20	2,559.40
	2	314.50	342.50	390.40	512.20	1,536.30	2,610.60
	3	320.80	349.40	398.20	522.40	1,567.00	2,662.80

Only One or Two Commercials Produced at a Session

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

(b) Where a local or regional commercial is used in another region covered by this Addendum, an additional fee of fifty percent (50%) of the appropriate original regional fee shall be paid. However, the total fee paid shall not exceed the rate provided for in the National Commercial Agreement, discounted for local use.

Commented [KAV36]: NOTE: Relocated to above Radio Chart.

(c) Where one (1) or two (2) years' use has been paid for, use need not be continuous, provided that the following conditions are met:

(i) The conditions of use must be agreed upon by the Performer at the time of contracting.

(ii) The commercial may be used in any four (4) blocks of thirteen (13) weeks, up to a maximum period of two (2) years.

Commented [KAV37]: NOTE: Suggest to delete as with the removal of the 2 year option, this language is unnecessary as 4 - 13 week consecutive blocks = 1 year.

(iii) Seasonal commercials, as defined in Article 1813 (f) and Article 1816 of the National Commercial Agreement Television section, may be used over a period of four (4) consecutive years. (See Letter of Understanding – Tourism Seasonal Commercials).

(d) **Additional Commercials** Each additional minute of commercials beyond the two (2) minutes provided for shall be compensated at the rate of forty percent (40%) of the appropriate session/use fee.

Commented [KAV38]: NOTE: Suggest to delete this article as this language has been added to the Note section of the L&R Radio Session & Use Rate Worksheet.

(e) **Additional Work Time** Additional work time required at the same work session (beyond included work time) shall be paid for in Categories 1, 2 and 3 at the rate of ~~\$27.50/\$28.10/\$28.70~~ and for Category 4 at the rate of ~~\$40.10/\$40.90/\$41.70~~ per half hour or any portion thereof.

Commented [KAV39]: NOTE: Delete this article as the L&R Radio Session & Use Rate Chart has columns that include the AWT rates for each category - simplification.

(f) **Radio Minimum Recall Rates**

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

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

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

Commented [KAV40]: NOTE: Delete these rate charts and replace with the L&R Radio Session & Use Rate Chart which provides the Recall Rates in a column for each category - simplification.

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Regional Category

Performance Category	Year	1	2	3	4	Included Work Time
Single-Voice/	1	229.30	149.70	133.60	332.70	1-hour
	2	223.90	152.70	136.30	339.40	1-hour
	3	238.60	155.80	139.00	346.20	1-hour
Multiple-Voice/	1	172.90	85.90	80.20	250.80	1-hour
	2	176.40	87.60	81.80	255.80	1-hour
	3	179.90	89.40	83.40	260.90	1-hour

(g) British Columbia Market Performers engaged in radio commercials

produced in accordance with this Addendum in the British Columbia geographic area may be paid as follows:

- (i) Radio commercials produced in British Columbia for use in British Columbia, including Greater Vancouver and Victoria, shall be paid for in accordance with Regional Category 1.
- (ii) Radio commercials produced in British Columbia for use in British Columbia, excluding Greater Vancouver and Victoria, shall be paid for in accordance with Regional Category 2.

Commented [KAV41]: NOTE: Relocated to above all of the rate charts in Article 605.

803403 Digital Media Commercials: Limitations

(a) This section applies to all commercials made for or designed for exhibition on Digital Media, defined as digital, electronic, or any other type of delivery platform including, but not limited to, commercials delivered via internet podcasts, mobile phones and other digital electronic media. The term Digital Media is intended to be all inclusive of digital, electronic or any other type of delivery platform, whether now known or unknown. Limitations Digital Media eCommercials under this Addendum produced for Local & Regional Use must respect the geographic limitations as set under Articles 102 and 106 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 the use is "geo-fenced" (i.e., defined by a virtual boundary on a geographic region) and is restricted to the area of use within the limitations of this Addendum Section.

Commented [KAV42]: NOTE: Relocated from Article 803 for better sequencing. All Use Type Rates together. The preamble is duplicate language to Article 1805. Suggest to delete this preamble.

(a) Commercials Produced for Digital Media

(b) **Local Advertisers** Further to the limitations for Local Advertisers defined in this Addendum, Article 102, commercials Digital Media Commercials produced for Local & Regional Use under the terms of this Addendum for Digital Media shall be exclusively those C 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).

Commented [KAV43]: NOTE: Maintain Local Advertisers and geo fencing language.

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

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

Commented [KAV44]: *NEW PROPOSAL*
See L&R Digital Media Use Rate Chart (Video Only)

Proposal: To mirror the proposal for National. To delete Category 4. Increase Digital Media rates to reflect the industry market.

Rationale:
Streamline and increase rates to reflect the market use.

404 Digital Media Residual/Use Rates (Video only)

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

406 Commercials Used in Other Media ~~Out of Home Residual/Use Rates~~ For a Commercial used solely used for in ~~Out of Home media, media other than broadcast media,~~ the Performers shall be paid fifty percent (50%) of their applicable broadcast ~~R~~ residual fees for such ~~U~~ use. If however, the ~~C~~ commercial is concurrently being broadcast in television or on radio, no additional fees will apply.

Commented [KAV45]: *NEW PROPOSAL*
Proposal:
 Propose to increase Digital Media (Audio Only) rates to be proportionate to increase proposed for National - 2x Session for the 1 year.
Rationale:
 To bring Digital Media rates more in line with Market Use.

Commented [KAV46]: NOTE: Relocated from Article 804 for better sequencing of Use Types. Different rates for National Other Media (Out of Home). Maintain article language.

Commented [KAV47]: *NEW PROPOSAL* See Session Rate Chart
Proposal:
 Propose to delete this article and have the National Meal Period language (Article 1207) govern. This is a monetary proposal - an increase in cost to the Engager.
Rationale:
 Simplification and consistent application. Remove the inequity in payment amounts - L&R = \$78.80 | National = \$89.50

Article 7 – WORKING CONDITIONS

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

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

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

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

Commented [KAV48]: NOTE: Suggest to delete this article as Article 1208 has identical language in its first sentence.

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

704 Dressing Rooms Adequate, clean and accessible dressing rooms and toilet facilities shall be provided.

Commented [KAV49]: NOTE: Article 1406 covers all of this. Suggest to delete.

705 Travel Expenses When the Performer is required to travel beyond a forty (40) kilometre radius from the city centre, he/she shall be entitled to not less than authorized actual expenses on scheduled carriers (economy air, first class rail, bus or taxi fare); or an automobile kilometrage allowance equal to the Canadian Automobile Association national average, as amended from time to time (currently \$0.58 per kilometre; see CAA website, www.caa.ca), if the Performer is required to use his/her own automobile. In addition, the Performer shall be paid a per diem rate of up to ~~\$265.45/\$270.75/\$276.15~~ per day to cover all personal expenses (receipts required). Performers shall be paid travel time, where applicable, at the additional work time rate.

Commented [KAV50]: *NCA PROPOSAL* See Session Rate Chart
Proposal:
 Propose, for simplification purposes, to have travel expenses and per diems align across National and L&R. The kilometrage is identical as is the radius. The per diem is similar language but varying rates of approximately \$10.
Rationale: There shouldn't be a disparity in the rates. Both language and rates should align.

706 Postponement In the event that the Engager changes a Performer's booking or engagement to another day (or days), then the Performer shall be paid in full the applicable Session Fee for the original day, unless notice of change is given at least twenty-four (24) hours before the hour scheduled for work to commence. If twenty-four (24) hours' notice has been given, no payment for the original day is required.

Commented [KAV51]: NOTE: Propose to delete this article language as it is identical to Article 1501 with the exception of the 24 hours for L&R versus 48 hours for National. The Performer deserves the same respect of timelines regardless of where the Commercial is being produced.

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- ~~707~~ **Holding Call** When weather or specified production factors may involve postponement of a day's production, the Engager may issue a holding call at least twenty-four (24) hours prior to the scheduled work session. A postponement issued subsequent to a holding call must be announced at least two (2) hours prior to the scheduled first call, in which case the Performers shall be paid fifty percent (50%) of their applicable fees. If less than two (2) hours' notice is given, the Performers shall be paid their full applicable Session Fees.
- ~~708~~ **Cancellation** In the event that a commercial is cancelled at least twenty-four (24) hours prior to commencement of production, then the Engager shall not be required to pay any fees to the Performers. Should the Engager be unable to give full notice as required, then the Engager shall be liable for the full applicable Session Fees.
- ~~709~~ **Minors** The Parties to this Addendum are sensitive to the possibility of abuse when Minors are engaged to work. As a consequence, the conditions respecting Minors provided in Section 16 of the National Commercial Agreement are specifically applicable to production undertaken under the terms of this Agreement.
- ~~710~~ **Risk Performance** Performers required to undertake a risk or dangerous performance and who have not agreed to undertake such risk performance at the time of booking may either refuse to perform the risk or dangerous performance or negotiate an additional fee for performing the risk.
- ~~711~~ **Doubling** A Performer engaged to perform more than one (1) role in a commercial shall be paid an additional fifty percent (50%) of the applicable Session Fee for each role beyond the first.
- ~~712~~ **Night Work** Night Work is defined as work that takes place between 11:00 pm and 6:00 am. Each Performer shall receive, in addition to her or his Session Fee, a premium of 20% of the appropriate work time rate for each hour of such work.

Article ~~8-5~~ – CONDITIONS RESPECTING USE AND REUSE

~~801501~~ **Dormancy**

- (a) When a ~~Ce~~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 ~~Ce~~commercial shall be ~~deemed Dormant and unusable and shall be called a "dead" commercial~~. When a commercial becomes ~~dead/Dormant~~, the Performer shall immediately be released from all exclusivity and product conflict responsibilities.
- (b) Where the Engager wishes to reactivate a ~~dead-Dormant eommercialCommercial~~, the Engager shall
- (i) secure the written permission of each Performer;
 - (ii) pay the Performer a fee negotiated between the Engager and the Performer. The fee shall not be less than the Session Fee ~~extant~~ at the time of the proposed broadcast.
- (c) When the Engager wishes to reactivate a ~~dead-Dormant eommercialCommercial~~ 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 ~~commercialCommercial~~.

~~802502~~ **Maximum Period of Use and Reuse** The maximum period of use of a ~~commercial Commercial~~ [except for seasonal commercials ~~or commercials for which a two (2)-year prepayment~~

Commented [KAV52]: *NEW PROPOSAL*

Proposal:
Align with the National proposal to simplify a Holding Call by providing payment at 4 hours the applicable perf. Category versus 50% of the applicable fee. Consistent application.

NOTE: Article 1502 (Holding Call) has similar language. Suggest deletion of this article. National has been simplified to pay each Performer 4 hours pay at the applicable hourly work time rate for such day(s). The L&R Rate Chart has a note included below that reflects this same payment (see rate chart).

Commented [KAV53]: *NEW PROPOSAL*

Proposal:
Alignment with National Agreement of the cancellation timelines required. The National Agreement requires 4 days for Video and 2 days for Audio Commercials.

Rationale:
Consistent application and ease of administration. Equitable treatment.

Commented [KAV54]: NOTE: Suggest to delete as Section 16 covers all Minors' language.

Commented [KAV55]: NOTE: Suggest to delete. Article 1707 captures this language.

Commented [KAV56]: NOTE: As the terms of Doubling are considerably different between National and L&R - it is important to maintain this separate language. To simplify, a note has been included below the Session Rate Chart.

Commented [KAV57]: NOTE: Suggest to delete. Exact duplication of Article 1210.

Commented [KAV58]: NOTE: Language isn't consistent with National. Under L&R costs 1 Session Fee for every 6 months since the last use and National which costs for 2 Session Fees for 1 year of dormancy or 7 Session Fees for a commercial that has been dormant for 5 years.

Important to maintain the L&R language. Simplified language to remove any duplication between the National (Section 18) & L&R.

Commented [KAV59]: NOTE: Varying MPU term lengths between National and L&R. Maintain this language.

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~~has been exercised]~~ shall be not more than twenty-four (24) months from the date of first use or twenty-four (24) months from a date six (6) months after the date of completion of principal photography, whichever is earlier. The period of time during which a ~~commercial~~**Commercial** may be used may be renewed in accordance with the provisions of ~~Article 1814~~ of the National Commercial Agreement.

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

Commented [KAV60]: NOTE: Relocate to above Article 403 for sequencing. All Rates together.

(a) Commercials Produced for Digital Media

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

Commented [KAV61]: NOTE: Maintain Local Advertisers and geo fencing needs to be maintained. Language included in Notes beneath Rate Charts for Digital Media.

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

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

Session Fees for Digital Media Video – see Article 602

Commented [KAV62]: *NEW PROPOSAL*
See L&R Digital Media Use Rate Chart (Video Only)

		Regional Category			
1-Year Use	Performance Category	1	2	3	4
	Principal/Solo Singer (on-camera)	872.80	746.40	666.40	4015.90
	Silent On-Camera	841.10	723.60	635.00	4015.90
	Voice-Over/Solo Singer (off camera)	351.20	313.60	313.60	737.30
	Group Singer	321.70	321.70	321.70	321.70
	6-Months Use				
	Principal/Solo Singer (on-camera)	488.70	418.00	373.20	568.90
	Silent On-Camera	471.00	405.20	355.60	568.90
	Voice-Over/Solo Singer (off camera)	193.20	172.50	172.50	405.50
	Group Singer	176.90	176.90	176.90	176.90
	45-Day Use				
	Principal/Solo Singer (on-camera)	296.70	253.80	226.60	345.40
	Silent On-Camera	286.00	246.00	215.90	345.40
	Voice-Over/Solo Singer (off camera)	119.40	106.60	106.60	250.70
	Group Singer	109.40	109.40	109.40	109.40

Proposal: To delete Category 4. Increase Digital Media rates to reflect the industry market.

Rationale:
Streamline and increase rates to reflect the market use.

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 File Name: Addendum 1_New NCA_Tracked Changes_2023-07-04_v9.docx
 Date: 2023-07-07 11:17 AM/2023-07-07 11:10 AM

LEGEND

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

Note: Fee per commercial

~~Audio (per Commercial; Unlimited Websites)~~

Regional Category

Performance Category	Year	1	2	3	4	Included Work Time
Single Voice/ Solo Singer	1	239.00	165.10	164.30	291.50	1-hour
	2	243.80	167.60	153.35	297.35	1-hour
	3	248.70	170.95	156.40	203.30	1-hour
Multiple Voice/ Group Singer	1	186.45	109.55	100.25	221.55	1-hour
	2	190.20	111.75	102.25	226.00	1-hour
	3	194.00	114.00	104.30	230.50	1-hour

Commented [KAV63]: *NEW PROPOSAL*
 See L&R Digital Media Session & Use (Audio Only) Rate Chart

Use Fees—Audio

- 1 day – 4 weeks — 35%
- 5 – 8 weeks — 50%
- 9 – 26 weeks — 75%
- 27 weeks – 1 year — 100%

Commented [KAV64]: NOTE: Rates included in L&R Digital Media (Audio) Session & Use Rate Chart. Removed % amounts and included chart with actual amounts to provide clarity and be more user-friendly

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

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

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

- (i) Re-contract the Performer(s) in residual categories; and
 - (ii) Make a payment to each Performer in residual categories equal to not less than the Performer’s contracted Digital Media Use Fee.
- (b) Broadcast Commercials Used in Digital Media (Move-over)
- (i) The advertiser involved in the production of a commercial produced for broadcast on television or radio may use that commercial on one of the advertiser’s websites that it owns or controls and on the advertiser’s unpaid Digital Media at no additional cost.
 - (ii) A commercial produced for broadcast use may be used in Digital Media upon payment of Use Fees set out in 803 (a). Performer(s) in residual categories must be re-contracted for this use.
 - (iii) For each subsequent three hundred and sixty five (365) day use period, the Engager must
 - (1) Re-contract the Performer(s) in residual categories; and

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(2) Make a payment to each Performer in residual categories equal to not less than the Performer's contracted Digital Media Use Fee. However, the Performer shall be deemed to have a product conflict for only as long as the commercial continues to be considered an "active" commercial for television purposes.

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

Commented [KAV65]: NOTE: Relocated language to Article 404 above.

Article 9 – CONTRACT SERVICE FEE

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

Commented [KAV66]: NOTE: Relocated this language to Section 2901 of the National Agreement. Simplification and consolidation of all CSF related info and rates together in one place.

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

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

ARTICLE 10 – PAYMENT TIME PERIODS

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

Commented [KAV67]: NOTE: Article 2601 (d) captures these payment time requirement and late fee details. Suggest to delete this article.

NOTE: National has a proposal on late payment penalties as well - to remove the timeline and have it continue to accumulate at a higher rate of \$10/day.

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~~Article 11 – INSURANCE AND RETIREMENT PAYMENTS, EQUALIZATION PAYMENTS AND DEDUCTIONS~~

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

Commented [KAV68]: NOTE: Suggest to delete. Duplicate language that exists in Section 26 & 28.

Article 12-6 – LOCAL/REGIONAL LETTER OF ADHERENCE

~~1201-601~~ Engagers who agree to be bound by this ~~Addendum 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.

Commented [KAV69]: NOTE: Maintain L&R LOA

~~Article 13 – PERIOD OF OPERATION~~

~~1301 Term This Addendum's new rules and rates are in effect on September 23 2017, and shall remain in full operation until June 30, 2020.~~

~~In witness whereof the parties hereto have caused this Agreement to be executed this September 23 2017.~~

Commented [KAV70]: NOTE: Suggest to delete this article as Section 35 will cover the term of the agreement which will encompass the L&R.

~~ACTRA~~

ACTRA

The Institute of Communication Agencies and
The Association of Canadian Advertisers

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ACCEPTED

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ADDENDUM NO. 2: NATIONAL SHORT-LIFE COMMERCIALS, TELEVISION AND RADIO

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AN ADDENDUM TO THE ACTRA-ICA/ACA NATIONAL COMMERCIAL
AGREEMENT OF RATES AND CONDITIONS FOR PERFORMERS
IN TELEVISION AND RADIO COMMERCIALS

Article 1 – APPLICATION AND RECOGNITION

101 **Application** This Addendum shall govern rates and conditions for Performers in television and radio commercials produced to advertise a special event, promotion, deal, price or other occurrence that by its nature requires the production of commercials for short-life use periods.

102 **No Undermining of National Agreement** It is clearly agreed that the rates and conditions provided for in this Addendum shall not undermine or erode the provisions of the National Commercial Agreement to which this Addendum is appended, but shall supplement the National Commercial Agreement by establishing rates and conditions for Performers engaged in television and radio commercials produced for use in short-life advertising campaigns.

Article 2 – DEFINITIONS

201 **Definitions** The definitions appearing in Sections 2, 3 and 4 of the National Commercial Agreement shall apply to this Addendum where applicable.

202 **Short Life Commercials** “Short life commercials” are understood to mean television and/or radio commercials created to advertise a special event, promotion, deal, price or other occurrence that will be available in a market for either seven (7) days, fourteen (14) days, thirty one (31) days or forty five (45) days. Such commercials may feature no more than four (4) products or services or may feature no more than four (4) of a group of such products advertised under the same brand name.

Article 3 – LIMITATIONS

301 **National Agreement May Apply** It is agreed that this Addendum governs the rates and conditions for Performers engaged in television and radio commercials produced for use in short-life advertising campaigns. Any departure from the conditions set forth in this Addendum will automatically place the commercial under the terms, rates and conditions of the National Commercial Agreement.

302 **Subsequent Use** Where a commercial has been produced in accordance with the provisions of this Addendum, and is subsequently used beyond the limits imposed by this Addendum, the Engager shall pay to the Performers additional step-up fees to meet the rates and conditions of the National Commercial Agreement.

303 **National Commercial Agreement May Not Be Used** Where a commercial has been produced in accordance with the National Commercial Agreement, then such commercial may not be used in whole or in part under the terms of this Addendum.

Article 4 – SESSION AND RESIDUAL FEES

401 **Master Commercial and Changes** A “pool” of commercials may be made in one work session, provided that each commercial is a version of a “master” commercial, each commercial differing only

Commented [KAV1]: NEW PROPOSAL
Proposal:
Propose to delete this Addendum No. 2 and ensure that the Short-Life Audio Only Rate Chart includes all pertinent rate related details and any other language is embedded in the NCA.

Commented [KAV2]: NOTE: As we are proposing to integrate the rates and language into the NCA, there is no need to mention undermining of the NCA.

Commented [KAV3]: NOTE: Relocated to Section 18 (Article 1814)

Commented [KAV4]: NOTE: Proposing to delete the addendum so all terms of the NCA will apply, separate of the Short-Life definition and rate chart.

Commented [KAV5]: NOTE: Covered in the new Short-Life definition - Section 18 (Article 1814)

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in designating retailer locations, store hours, prices, sizes, quantities, sale dates or the composition of up to four (4) products (per Article 202). The aforementioned allowable changes may be made in any part of the commercial. However, the master portion must comprise at least half of the commercial. A “change” is defined as any allowable single alteration or group of alterations (per Article 202) made to the alterable portion of a short life commercial.

Commented [KAV6]: NOTE: Language captured in the new Short-Life definition - Section 18.

~~402 No Discounted Demo Commercial Fees~~ The provisions of Articles 1203 and 2105 of the National Commercial Agreement, which provisions allow Session Fees to be discounted for the production of demo commercials, do not apply to commercials produced under the terms of this Addendum.

Commented [KAV7]: NOTE: Suggestion to delete. All Demo language has been consolidated in Section 12 (Article 1216)

~~403 Television Session Fees~~ The provisions of Section 12 of the National Commercial Agreement shall prevail with respect to the work session. Each Performer shall receive no less than a minimum Session Fee per master commercial made for a designated advertiser. Session Fees and maximum number of work hours shall be as in the following tables.

~~Television National Short Life Session Fee~~ See Article 1202 for Session Fees

~~Note:~~ Refer to Section 16 of the National Commercial Agreement when Minors are engaged (8 hour work day):

~~(a)~~ The Session Fee constitutes payment for the first complete commercial, i.e., the master portion and one (1) allowable change. For each additional change made in a master during the original work session, Performers shall be paid as follows:

~~On camera~~ ~~\$208.00/\$212.00/\$216.00~~ per change
~~Off camera~~ ~~\$125.00/\$127.50/\$130.00~~ per change

~~(b)~~ A Performer called for the sole purpose of making changes in a short life commercial shall be paid a Session Fee of

~~On camera~~ ~~\$802.50/\$818.15/\$834.90~~ (8 hours)
~~Off camera~~ ~~\$585.50/\$597.00/\$609.00~~ (4 hours)

~~which shall constitute payment for services in making the first change, and thereafter,~~

~~On camera~~ ~~\$208.00/\$212.00/\$216.00~~ per change
~~Off camera~~ ~~\$125.00/\$127.50/\$130.00~~ per change

~~Television National Short Life Minimum Recall and Preproduction Rehearsal Fees~~

~~See Article 1208 and 1209 for definitions~~

~~See Article 1210 for rates~~

~~Note:~~ Refer to Section 16 of the National Commercial Agreement when Minors are engaged (8 hour work day).

Commented [KAV8]: NOTE: All rates captured in the new Short-Life Audio Only Rates Chart.

~~404 Television Residual Fees~~ The residual fees paid to Performers for use of a short life commercial shall be based upon the following calculations:

- ~~•~~ for 7 consecutive days of use: ~~25%~~ of Table A or B
- ~~•~~ for 14 consecutive days of use: ~~33%~~ of Table A or B
- ~~•~~ for 31 consecutive days of use: ~~50%~~ of Table A or B
- ~~•~~ for 45 consecutive days of use: ~~70%~~ of Table A or B

Commented [KAV9]: NOTE: These rates are included in the proposed Use Rate Chart

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Pink →	Marking
Green →	Relocation in New NCA

Any use of a short-life commercial beyond the original period of use shall require that Performers' residual fees be upgraded to compensate Performers for additional use of the commercial beyond the original declared use period, provided that such extended use falls within the limitation on use imposed by this Addendum. The following chart illustrates the appropriate percentages to be paid to Performers for actual or extended use of a short-life commercial for up to 45 days. After 45 days, Tables A and B (Articles 1804 and 1805) of the National Commercial Agreement apply. No program use of a short-life commercial is permitted.

Actual or Extended Use Period

Original Use Period	7-Days	14-Days	31-Days	45-Days	46-Days to 13-Weeks
7 days	25%	40%	65%	85%	100%
14 days	==	33%	55%	80%	100%
31 days	==	==	50%	75%	100%
45 days	==	==	==	==	100%
46 days to 13 weeks	==	==	==	==	100%

Commented [KAV10]: NOTE: Upgrading the Use is captured in the new Short-Life definition - Section 18 (Article 1814).

Commented [KAV11]: NOTE: Language captured in the new Short-Life definition - Section 18.

Any use of a short-life commercial beyond forty-five (45) days shall require prior written consent of the Performers in residual categories, as well as payment to each such Performer for each master commercial and each change used in such extended use period, in accordance with the terms of the National Commercial Agreement.

Commented [KAV12]: NOTE: Language captured in the new Short-Life definition - Section 18.

Commented [KAV13]: **NEW NCA PROPOSAL**
 Propose to delete the options for Group Singers. Not used.

405 Television Off-camera Singers' Session and Residual Payment Option As an optional alternative to the session and residual fee payments required to be made under this Addendum to off-camera Singers for each new master commercial created that employs the same jingle for a designated advertiser, the Engager may contract and pay off-camera Singers as follows for production of a generic jingle that may be applied to any number of different television short-life master commercials for the same designated advertiser:

— The Engager shall pay off-camera Singers (Solo and/or Group) three (3) times the appropriate minimum Session Fee in the first thirteen (13) week cycle of use, and two (2) times the appropriate minimum Session Fee in each subsequent thirteen (13) week cycle of use. The payment of these fees shall allow the Engager to use the same jingle on any number of different short-life television master commercials for the designated advertiser. Off-camera Singers (Solo and/or Group) shall be compensated for use of the jingle at three (3) times the highest unit value (per Table A or B of the National Commercial Agreement) for each thirteen (13) weeks of use, in accordance with Section 18 of the National Commercial Agreement.

406 Radio Session and Residual Fees

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

Session and Use Period

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Pink	→ Revising
Green	→ Relocated in New NCA

	Year	7-Days		14-Days		31-Days		45-Days	
		SV	MV	SV	MV	SV	MV	SV	MV
Fee per	1	\$159.50	\$118.50	\$209.25	\$158.00	\$240.00	\$179.75	\$271.00	\$202.75
master	2	162.75	120.75	213.50	161.25	244.75	183.25	276.50	206.75
	3	166.00	123.25	217.75	164.50	249.75	187.00	282.00	211.00
Minimum	1	319.00	239.75	421.25	315.25	478.25	359.75	542.00	407.00
guarantee	2	325.50	244.50	429.75	321.50	487.75	367.00	552.75	415.25
per session	3	332.00	249.50	438.25	328.00	497.50	374.25	563.75	423.50

(includes 1 or 2 masters: 1 hour)

- (a) **Fee per Change** The "fee per master" constitutes payment for the first complete commercial, i.e., the master portion and one (1) allowable change. For each additional change in a master made during the original work session, Performers (Single Voice or Multiple Voice) shall be paid ~~\$62.25/\$63.50/\$64.75~~ per change.
- (b) **Number of Additional Changes Permitted** When a Performer makes only one (1) master, including the one allowable change, an additional two (2) allowable changes are permitted within the minimum guarantee.
- (c) **Sole Purpose of Making Changes** A Performer called for the sole purpose of making changes in a short life radio commercial shall be paid session and residual fees as follows:

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

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

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

Master-Commercial Use

Year	7-Days	14-Days	31-Days	45-Days
1	\$ 62.25	\$ 62.25	\$ 62.25	\$ 62.25
Per change	2 63.50	63.50	63.50	63.50
	3 64.75	64.75	64.75	64.75
Minimum	\$319.00	\$421.25	\$478.25	\$542.00
guarantee	2 325.50	429.75	487.75	552.75
	3 332.00	438.25	497.50	563.75

- (d) Any use of a short life radio commercial beyond the original period of use shall require that Performers' residual fees be upgraded to compensate Performers for additional use of the commercial beyond the original use period, provided that such extended use falls within the limitations on use imposed by this Addendum. The following chart illustrates the appropriate additional percentages of original fees that are to be paid to Performers for extended use of a short life radio commercial.

Commented [KAV14]: NOTE: Rates included in new Short-Life (Audio Only) Rate Chart

Commented [KAV15]: NOTE: A note captures this in the Short-Life Audio Only Rate Chart.

Commented [KAV16]: NOTE: Fees noted in Short-Life Audio Only Rate Chart

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Pink	→ Relocating
Green	→ Relocated in New NCA

Original Use Period	7-Days	14-Days	31-Days	45-Days	46-Days to 13-Weeks
7 days	=====	40%	65%	85%	Full national rates
14 days	=====	=====	20%	35%	Full national rates
31 days	=====	=====	=====	15%	Full national rates
45 days	=====	=====	=====	=====	Full national rates
46 days to 13-weeks	=====	=====	=====	=====	Full national rates

Actual or Extended Use Period

(e) **Short-Life Radio Recall Fees** Prior to the first broadcast of a commercial and subsequent to the original work session, Performers may provide additional work on the same commercial. Such work shall be designated as a recall session, provided that the work falls within the definition of “recall” as provided in Article 416 of the National Commercial Agreement. A recall fee shall be payable per work session and may cover work on more than one (1) commercial, provided that such commercials were originally produced at the same work session. The fees shall be:

- ~~Year 1: August 05, 2017 to June 30, 2018~~
- ~~Year 2: July 1, 2018 to June 30, 2019~~
- ~~Year 3: July 1, 2019 to June 30, 2020~~

Year	Recall Fee							
	7 Days		14 Days		31 Days		45 Days	
	SV	MV	SV	MV	SV	MV	SV	MV
1	\$159.50	\$118.50	\$209.25	\$158.00	\$240.00	\$179.75	\$271.00	\$202.75
2	162.75	120.75	213.50	161.25	244.75	183.25	276.50	206.75
3	166.00	123.25	217.75	164.50	249.75	187.00	282.00	211.00

~~Includes one hour of work time. Additional work time: ~~\$32.00/\$32.75/\$33.50~~ per half hour~~

~~407 Radio Singers’ Session and Residual Payment Option~~ Under the same conditions as are applicable to short life television commercials per Article 405 above, the Engager may contract and pay Solo and/or Group Singers as follows for production of a generic jingle that may be applied to any number of different radio short life master commercials for the same designated advertiser.

Commented [KAV17]: NOTE: Included in Short-Life Audio Only Rate Chart - Recall column and Additional Work Time column.

Commented [KAV18]: NEW NCA PROPOSAL
 Propose to delete the options for Group Singers. Not used.

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- ~~In each thirteen (13) week cycle of use, the Engager shall pay Solo and/or Group Singers, three (3) times the appropriate minimum guarantee per session (or cycle of use), as per Article 2101 of the National Commercial Agreement.~~
- ~~The payment of these fees shall allow the Engager to use the same jingle on any number of different short-life radio master commercials for the designated advertiser.~~

Article 5 – DORMANCY

- ~~501 – Before First Use Short-life commercials must be broadcast within six (6) months of the date of production. Short-life commercials not broadcast within six (6) months of the date of production shall be deemed unusable and shall be called dead commercials, in which case the provisions of Article 1813 of the National Commercial Agreement will apply. In the case of seasonal commercials, the applicable time period shall be nine (9) months from the date of production.~~
- ~~502 – After Original Use Use of a short-life commercial beyond its original declared use period or single extended use period is not permitted.~~

Commented [KAV19]: NEW NCA PROPOSAL
Propose to delete seasonal commercials as an option for S-L Commercials. They are intended for immediate short-life use so Seasonal doesn't apply to Short-Life spots.

Commented [KAV20]: NOTE: Language included in Short Life definition - Section 18.

Article 6 – EXCLUSIVITY

- ~~601 – No Exclusivity May Be Required Section 20 of the National Commercial Agreement, Product Conflicts/Exclusivity, does not apply to engagement of talent under the terms of this Addendum, except as hereinafter provided for in Article 602. At the time of audition or booking, the Engager shall not require any Performer to disclose commercials on which the Performer has been engaged, except for commercials on-air advertising directly competitive products, as defined in Section 20 of the National Commercial Agreement.~~
- ~~602 – Spokesperson Contracts In the event that an advertiser requires exclusivity to be granted by a Performer who will be the advertiser's spokesperson, negotiations respecting exclusivity must take place between the Engager and the Performer as to the terms and conditions of such exclusivity. All agreed terms and conditions respecting spokesperson exclusivity must be clearly detailed in the Performer's contract, such provisions to include the degree of exclusivity required, agreed product conflicts and the period of time for which exclusivity is granted.~~

Commented [KAV21]: NOTE: This language has been relocated in Section 20 (Article 2005)

Article 7 – NOTIFICATION TO PERFORMERS

- ~~701 – Notification Required At the time of audition for a short-life commercial, the Performer shall be informed that the commercial to be produced will fall under the terms, rates and conditions of this Addendum. An appropriate notation will be made on the Performer's engagement contract that specifies the commercial as short-life and its proposed period of use.~~
- ~~702 – Use Specified Session and residual forms will specify the commercial's use as a short-life commercial and its applicable declared use period.~~

Commented [KAV22]: NOTE: The commercial type will be indicated on the engagement contract and Intent to Produce.

Article 8 – ADHERENCE TO AGREEMENT BY ENGAGER

- ~~801 – An Engager of talent may engage Performers under the terms of this Addendum only when such Engager has signed a Letter of Adherence in accordance with the provisions of Section 30 of the~~

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~~National Commercial Agreement. Such Letter of Adherence shall follow the format appearing in Article 3004 of the National Commercial Agreement.~~

Commented [KAV23]: NOTE: Covered in the general terms of the NCA.

~~Article 9 – CONTRACT SERVICE FEES~~

~~See Article 29~~

Commented [KAV24]: NOTE: Covered in the general terms of the NCA.

~~Article 10 – PERIOD OF OPERATION~~

~~1001 Term This Addendum's new rules and rates are in effect on August 05, 2017, and shall remain in full operation until June 30, 2020.~~

Commented [KAV25]: NOTE: Covered in the general terms of the NCA.

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

ADDENDUM No. 3 INFORMERCIALS

For the purposes of this Addendum, an infomercial is a program in excess of three (3) minutes in length, the intent of which is to sell a product or service. All terms and conditions, except as modified herein, shall be those set forth in the ACTRA National Commercial Agreement.

(a) **Persons Covered** All on-camera and off-camera Performers who perform as talent, such as Principal Performers, Actors, Hosts, Announcers, etc., as defined by the ACTRA Independent Production Agreement, shall be covered by this Addendum. Specifically excluded from the application of this Addendum are the following:

- (i) the unscripted testimonial of an individual, provided that the individual is not a professional Performer as defined above;
- (ii) members of any live audience and individuals who are engaged as experts explaining the “engineering” and not the physical application of a product, provided the individual is not a professional Performer;
- (iii) stock footage or still photographs.

(b) **Compensation**

Residual Categories

Principal Performers, Announcers, Dancers (solo or duo), Hosts, Group Singers, Puppeteers, Narrators, Commentators, Singers (solo or duo), Stunt Performers:

- for the first day of work: ~~\$1102.00/\$1124.00/\$1146.50~~ (8 hours of work)
- for each additional day of work: ~~\$787.75/\$803.50/\$819.50~~ (8 hours of work)

Actors (speaking 5 lines of dialogue* or less), Singers or Dancers in groups of up to four, Models:

- for the first day of work: ~~\$710.00/\$724.25/\$738.75~~ (8 hours of work)
- for each additional day of work: ~~\$551.50/\$562.50/\$573.75~~ (8 hours of work)

*A “line of dialogue” is defined as a line of script of ten (10) words or less, including directed but unscripted dialogue.

Hourly work time rate: ~~\$100.00/\$102.00/\$104.00~~ per hour or part thereof. All hours beyond eight (8) (exclusive of one meal period) shall be compensated at the rate of ~~\$138.00/\$140.75/\$143.50~~ per hour or part thereof.

It is understood that payment of the above compensation shall entitle the Engager to the right to broadcast the Infomercial for a period of thirteen (13) weeks.

Non-residual Categories

Stunt Coordinators, Demonstrators, Background Performers, Group Background Performers:

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

Commented [KAV1]: NEW NCA PROPOSAL

Propose to delete Addendum No. 3 - Infomercials as they do not occur (0 produced since 2017) and a Commercial length is now encompassing of these longer Commercials. An E/C request can be used for any Commercial that does not fit into this model with reference to how Infomercials have been historically produced. An e.g. has been included in Section 1 under Extraordinary Circumstance to maintain reference to Infomercials.

LEGEND

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

2022 NCA NEW – PROPOSED EDITS

Name: Addendum 3_New NCA_2023-07-05_Tracked Changes_v4.1
Date: 2023-07-07 11:20 AM

	Year	8 Hours of Work	4 Hours of Work	Hourly Work Time Rate	Overtime Rate
Stunt Coordinator	1	\$1,029.50		\$134.50	\$157.50
	2	1055.25		137.25	161.00
	3	1146.5		140.00	164.25
Demonstrator	1	791.50		100.00	138.00
	2	811.25		102.00	140.75
	3	819.50		104.00	143.50
Background Performer	1	475.50	235.25	61.75	64.0
	2	487.50	240.00	63.00	65.25
	3	499.75	244.75	64.25	66.50
Group Background Performer	1	315.00	157.75	38.50	46.75
	2	321.25	161.00	39.27	47.75
	3	327.75	164.25	40.00	48.75

Note: Refer to Section 16 of the National Commercial Agreement when Minors are engaged (8 hour work day).

Prepaid Use for Residual Categories

Principal Performers, Announcers, Dancers (solo or duo), Hosts, Narrators, Commentators, Singers (solo or duo), Stunt Performers:

- Session Fee, plus ~~\$2363.75/\$2411.00/\$2459.25~~ per annum, or ~~\$945.00/\$964.00/\$983.25~~ per thirteen (13) week cycle.

Actors, Singers and Dancers in groups of up to four, Models:

- Session Fee, plus ~~\$1889.50/\$1927.25/\$1965.75~~ per annum, or ~~\$787.75/\$803.50/\$819.50~~ per thirteen (13) week cycle.

(c) **Changes** If a Performer is required to make changes after the initial production, the hourly rate applicable to the original category of performance shall apply, with a minimum two (2) hour work session.

(d) **Single Voice**

— Session and thirteen (13) weeks of use: ~~\$695.50/\$709.50/\$723.75~~, which includes three (3) cuts and four (4) hours of work at the same session.

— **Multiple Voice**

— Session and thirteen (13) weeks of use: ~~\$540.75/\$551.50/\$562.50~~, which includes three (3) cuts and four (4) hours of work at the same session.

(e) **Commercials from Infomercials**

(i) **Editing Infomercials** The Engager may edit one commercial from an infomercial, upon the consent of

2022 NCA NEW – PROPOSED EDITS
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LEGEND	
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Green	→ Relocation in New NCA

~~the Performers and payment of residual fees for use of the commercial, such residual fees being applicable to all Performers in residual categories in the resultant commercial.~~

~~(ii) **Simultaneous Production** If a commercial is planned to be produced and is, in fact, produced at the same time as an infomercial, the Performers shall be paid session and residual fees under both the National Commercial Agreement (for the commercial) and the Infomercial Addendum (for the infomercial).~~

~~All incidental expenses, such as overtime, etc., shall be paid at the higher rate (either National Commercial Agreement or Infomercial Addendum), but in no event shall be duplicated.~~

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**ADDENDUM NO. 4
 WORK PERMIT FEES**

EFFECTIVE ~~FEBRUARY 1, 2003~~ **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

~~Performers (all categories except Background and Group Background Performers):~~

	Apprentice Member AABP (ACTRA Additional Background Performer)	Non-ACTRA Performer
<u>Performers (all categories except Background and Group Background Performers):</u>		
1st work permit	\$343.75	\$412.50
2nd and subsequent-3rd permits \$300.00	<u> </u> \$250.00	
Minors under 16 years of age (all categories except Background and Group Background Performers):		
1st work permit	\$237.50	\$285.00
2nd and subsequent-3rd permits \$210.00	<u> </u> \$175.00	
Adult Background Performers (except Group Background Performers):		
1st work permit	\$156.25	\$187.50
2nd and subsequent-3rd permits \$127.50	<u> </u> \$106.25	
Minors under 16 years of age (Background Performers):		
1st work permit	\$112.00	\$135.00
2nd and subsequent-3rd permits	<u> </u> \$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. See Article 804 of the National Commercial Agreement

**See Article 1607 of the National Commercial Agreement

The above fees apply to each ~~television or National Commercial~~ television or radio session.

Commented [KAV1]: *NEW PROPOSAL*
Proposal: To remove Work Permit Schedule of Fees from the NCA Addendums and have it appear as an Online Resource for reference with a link from the Work Permit articles in Part B of the New NCA.
NOTE: Permit Fees are set and controlled by ACTRA and are separate of negotiations.

Commented [KAV2]: NOTE: Removed reference and replaced it with language from the article so all info is on hand in one place.

Commented [KAV3]: NOTE: Removed reference. There is nothing within the language that isn't said in this chart.

Commented [KAV4]: NOTE: Updated language to remove tv and radio reference.

2022 NCA NEW – PROPOSED EDITS
File Name: Addendum 4_New NCA_2023-07-05_Tracked Change_v3.docx
Date: ~~2023-07-07 11:35 AM~~2023-07-11:24 AM

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

Local and Regional Commercials Addendum No. 1,

Article 402 Performers (all categories except Background and Group Background Performers)	\$43.75	\$52.50
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Commented [KAV5]: NOTE: Updated to removed the reference to Addendum No. 1 as we are proposing it be incorporated into the NCA itself with a separate Part for details specific to L&R.

ATTORNEY GENERAL

LEGEND	
Yellow	→ Proposals
Orange	→ Agreed to Items
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Non-Canadian Resident Performers

- (a) **Commercials Produced For Canadian/U.S. Use:**
\$1,012.50 ~~for~~ per Commercial, up to a maximum of ~~three (3)~~3 ~~per Performer in a pool production: 3 x \$1,012.50 = \$3,037.50, according to Articles 101 and 703 of the National Commercial Agreement~~
- (b) **Commercials Produced For U.S. Use Only:**
\$412.50 for each Commercial per non-resident Canadian Performer, ~~according to Article 2404(b) of the National Commercial Agreement~~
- (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, ~~according to Article 101 of the National Commercial Agreement~~
- (d) ~~Local and Regional Addendum No. 1, Clause 405,~~ **Voice Patch Waiver Fee (Local & Regional Commercial):**
\$506.25 per Commercial, up to a maximum of ~~three (3)~~3 waiver fees per pool of Commercials during the same Session: \$1,518.75, ~~according to Article 101 of the National Commercial Agreement~~

Commented [KAV6]: NOTE: The NCA language refers to 'Work Permits for Non-Canadian Performers'. Edited Schedule of Fees to reflect to 'Non-Canadian'

Digital Media

~~Work permit fees for Apprentice Members and Non-ACTRA Performers in commercials produced for Digital Media shall be fifty percent (50%) of the work permit fees specified in the NCA, Addendum #4 Work Permit Fees and/or the Local and Regional Addendum, Article 402(b).~~

Commented [KAV7]: NOTE: With our proposal to have Digital Media rates increase, and for CSF's to be the same between DM and TV - All work permit fees be the same regardless of commercial type.

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

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

Commented [KAV1]: NEW NCA PROPOSAL
Propose to delete Appendix A as Tables will no longer exist. The Engager can pay the applicable rates with SAG's rates or with ACTRA's proposed Rate Chart.

The following examples illustrate how Residual payments are calculated for ACTRA commercials produced in Canada for use in Canada under the ACTRA Agreement, and for use in the United States under the SAG Contract. However, the maximum period of use of the commercial shall be pursuant to Article 1814 of the ACTRA Agreement.

ACTRA and SAG rate examples are based on the On-Camera Principal Performer category. The SAG rates remain the same for all three (3) years:

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

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

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

Example 1	Year 1	Year 2	Year 3
ACTRA Table A, Wild Spot, 13 weeks' cycle of use Canada use (market buy based on 37 units, Global Ontario)	\$1148.05	1171.00	1194.00
SAG Table A, Wild Spot, 13 weeks' cycle of use U.S. use (market buy based on 150 units, not including New York, Chicago or Los Angeles)	\$2289.70	\$2289.70	\$2289.70
Total for both Canada and U.S. use	\$3437.75	\$3460.70	\$3483.70
Example 2:			
ACTRA Table B, Network Spot, 13 weeks' cycle of use Canada use (market buy based on CBC, CTV and Global @ 84 units)	\$1858.90	\$1896.20	\$1934.25
SAG Class A, Program Network, 13 uses U.S. use (market buy based on 20 cities)	\$2199.84	2199.84	\$2199.84
Total for both Canada and U.S. use	\$4058.74	\$4096.04	\$4134.09

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 12:40 PM~~2023-07-07 11:42 AM

SIDE LETTER NO. 7

ACTRA Online Opportunity Pilot Project

Letter of Understanding

between

the Alliance of Canadian Cinema, Television and Radio
 Artists (hereinafter "ACTRA")

and

the Institute of Communication Agencies and the
 Association of Canadian Advertisers
 (hereinafter "ICA"/"ACA")

Commented [KAV1]: *NEW PROPOSAL*
 Propose to delete Side Letter No. 7 and replace it with the
 new Pilot Project for Bundles - Side Letter TBC Bundles

~~Digital Media Only – New side letter that will expire upon expiration of NCA unless renewed.~~

Objective:

~~To increase work opportunities for ACTRA Performers in low budget, digital media commercials.~~

~~To enable signatory Engagers to be in a position to compete effectively for low budget, digital media productions.~~

Term:

~~The Parties recognize and agree that the ACTRA Online Opportunity Pilot Project is a Side Letter that forms part of the NCA. The Pilot Project will expire at the end of the term of the NCA.~~

Qualifications and Conditions:

~~For smaller productions in respect of which the Engager and the Advertiser have executed and delivered to ACTRA a declaration (in the form attached hereto) certifying that the production budget is \$75,000 or less, the Engager may access the ACTRA Online Pilot Project Opportunity. The production budget presented shall consist of production, post production, talent and audio (inclusive of music) costs.~~

~~This Open-Casting Opportunity will involve the following:~~

- ~~• will apply to Digital Media productions only;~~
- ~~• This pilot project does not include distribution on SVOD~~
- ~~• the Engager will post, either through agents, or through ACTRA online once it is operational, opportunities to Performers;~~
- ~~• the posting shall include the nature of the commercial, time and date of the shoot, requirements for the job and the length of time that the Performer is expected to work [this shall constitute the intent to produce];~~

~~The minimum rates per commercial, inclusive of both session and use fees (but exclusive of I&R and taxes) for 365 consecutive days Digital Media Use in accordance with 1902 (b) are:~~

~~PP- \$1000 ——— 1 Year Use~~

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Subject to errors and omissions

LEGEND	
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Turquoise	→ Simplified Agreed to Items
Red	→ Housekeeping
Green	→ Relocation in New NCA

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File Name: Sideletter No.7_New NCA_Tracked Changes_2023-07-05_v3.docx

Date: ~~2023-07-07 12:40 PM~~ ~~2023-07-07 11:42 AM~~

~~SOC – \$1000 – 1 Year Use~~
~~Voice Over – \$700 – 1 Year Use~~
~~Demonstrator – \$350 – 1 Year Use~~
~~Group Singer – \$300 – 1 Year Use~~
~~Background – \$288~~
~~Group Background – \$143~~

- ~~• In the event that an additional session day is needed for the same commercial under this pilot project, no additional use fees are payable, however, the Performer will be paid the lesser of the day session fee under the NCA or the all in fee for the Performer set out above.~~
- ~~• Except where the provisions of this pilot project provide otherwise, the provisions of the NCA shall apply.~~
- ~~• A second year of use can be secured with the payment of a step up to NCA Digital Use fees for residual Performers WITH THE WRITTEN PERMISSION OF THE PERFORMER.~~
- ~~• Additional session days for VO under 1902(b) for work under this pilot project will be compensated in accordance with the rates above.~~
- ~~• No stunt performances permitted;~~
- ~~• The pilot project is LIMITED TO CANADIAN RESIDENT PERFORMERS available to Performers who are Canadian residents or citizens;~~
- ~~• Versions in accordance with 1902(b) will be permitted;~~
- ~~• There will be no traditional casting, however, Performers may upload an audition (via ACTRA online once available);~~
- ~~• The posting will be open to both ACTRA and non ACTRA members, however, preference of engagement will be given to ACTRA members;~~
- ~~• In the event that a Non ACTRA member is selected under the pilot project a work permit will be issued ACTRA undertakes to ensure that permit fees are reasonable but in no case will such fees exceed \$100~~
- ~~• Payment for the project will be made within 15 business days;~~
- ~~• There shall be no contract service fees;~~
- ~~• Product conflicts do not apply;~~
- ~~• Engagers shall not request Performers to disclose any commercials in which they have been previously engaged;~~
- ~~• There will be no move over to television unless thereafter applicable TV rates, conditions and upgrades are applied AND WRITTEN PERMISSION OF THE PERFORMER IS RECEIVED;~~
- ~~• The parties agree that the project will be an appropriate topic for discussion at their quarterly meetings~~
- ~~• The Engager who is making the production must be a direct signatory to the NCA. To be clear, in accordance with Article 401, this pilot project is only available to Engagers in respect of Digital~~

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Turquoise	→ Simplified Agreed to Items
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File Name: Sideletter No.7_New NCA_Tracked Changes_2023-07-05_v3.docx

Date: ~~2023-07-07 12:40 PM~~ 2023-07-07 11:42 AM

~~Media commercials created by the Engager.~~

ACCEPTED

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LEGEND	
Yellow	→ Proposals
Orange	→ Agreed to Items
Blue	→ Simplified Agreed to Items
Red	→ Disagreement
Green	→ Relocation in New NCA

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:

- 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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Commented [KAV1]: *NEW PROPOSAL*
 A new Side Letter that introduces the Pilot Project for Bundles.

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

2023 NCA NEW – PROPOSED EDITS

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

Date: 2023-07-07 11:51 AM

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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Page 2 of 2

LEGEND	
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Red	→ Housekeeping
Green	→ Relocation in New NCA

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File Name: Sideletter TBC_Preference to Industry_2023-07-05_v2.docx

Date: ~~2023-07-07 12:41 PM~~ 2023-07-05 10:07 AM

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.

Commented [KAV1]: *NEW PROPOSAL*
A new Side Letter that commits all parties to increasing work opportunities for ACTRA Performers.

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