

ACTRA

National Commercial Agreement
Terms of Settlement

The following Terms of Settlement have been agreed between ACTRA and the Joint Broadcast Committee of the Institute of Communications and Advertising (ICA) and the Association of Canadian Advertisers (ACA) respecting the National Commercial Agreement. All of the provisions shall come into effect as of the date of ratification, save and except as specifically provided. Deleted language has been ~~struck out~~ and proposed new language has been underlined. Language that already exists in the agreement has been left in plain text.

Term of Agreement:

The Agreement will come into effect on the date of ratification and expire on June 30, 2004.

General Increases:

2.5% general increases in rates and fees across the board effective July 1, 2002;

2.5% general increase in rates and fees across the board effective July 1, 2003

General Changes:

Casting Directors (New):

The new provisions regarding Casting Directors are intended to reduce the possibility of a conflict of interest arising during the casting process that could reduce a Performer's chance of securing a role or negotiating above-minimum terms and working conditions.

509 **Conflict of Interest** The Engager shall, as a condition precedent to hiring a casting director, or other person responsible for hiring Performers, require the said casting director, or person to execute a Statutory Declaration in the form attached as *Appendix L*, and deliver an executed copy of the said Declaration to the local ACTRA branch office.

Appendix L Statutory Declaration for Casting Directors

The Engager shall, as a condition precedent to engaging a casting director or other person responsible for hiring any Performer, (including any Background Performers) require the said casting director or person to execute a Statutory Declaration in the form as provided below, and deliver same to the ACTRA, properly executed and sworn, prior to the commencement of production.

Statutory Declaration

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, by _____ (“Engager”) in respect of the production of television and radio commercials produced by the Engager.

I, Solemnly Declare that I, (and all other persons in my employ, if any),

1. do not act as an agent for Performers;
2. do not and shall not act so as to require Performers to join a specific agency.
3. do not own or operate a talent agency.
4. do not receive any money from any talent agency for using Performers represented by such agency.
5. will not give any personal information relating to any Performer to any talent agency, except for the agency which represents such Performer.
6. will not be eligible to work on an ACTRA Performer contract.
7. will, when negotiating terms of engagement with Performers or their agents, negotiate in good faith. Without limiting the generality of the foregoing, I will not apply pressure 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 with respect to any other engagement.

I understand that ACTRA and the Engager are relying on this Declaration in order to permit me to be engaged as a Casting Director in respect of the above noted Production, and that this Declaration shall survive and not merge upon the completion of production.

AND I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Affirmed before me at the City of _____)
_____ in the _____)
Province of _____)
on _____, _____)

A Commissioner for taking Affidavits

Nudity (New):

The new provisions regarding Nudity are intended to protect the Performer's dignity while participating in an audition or performance involving nudity or simulated sexual activity.

- 510** Nudity: Where the requirements of a Role involve nudity, the following conditions shall apply:
- a. Auditions: If an Audition or the performance of a role requires nudity or simulated sexual activity, Performers and ACTRA shall be advised in writing and in advance of the Audition. 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 in addition to the Performers who are actually involved in the audition or the shoot, there shall be no more than 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 affected performers. After 90 days following the completion of the shoot, all film, tape or other recording of the Audition, shall be permanently destroyed.

Personal Harassment Policy (New):

The provisions on personal harassment are intended to provide Performers with a process for redress should they have been the target of discrimination or harassment in the workplace.

- 511** Freedom from Discrimination and Harassment: ACTRA and each Engager will work cooperatively to promote the requirements and intent of the Canadian Human Rights Act, C. H-6, as amended from time to time, the provisions of which are incorporated by reference into this Agreement. The text of the Act can be located at: <http://laws.justice.gc.ca/en/H-6/index.html>. ACTRA and each Engager completely support the human rights of each individual to be free of discrimination on the basis of the grounds that are defined by legislation, particularly but not exclusively harassment that is sexual or racial in nature. Any difference between the parties as it relates to the interpretation, administration or enforcement of any of the provisions of the said Act shall be dealt with under the Grievance & Arbitration provisions of this Agreement (Section 34).

Improv Fee for Dancers:

Improv Fees have been extended to Dancers auditioning for commercials in which no choreography has been provided.

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

Call Back Audition Fees Administration:

The process of administering Callback audition fees has been amended in order to speed payments to Performers for audition Callbacks.

- 907** **Callback Audition Fee**
- a. Performers may be called back for a second and subsequent audition in which case each Performer shall receive \$25.00 per Callback audition as reimbursement for their expenses incurred.
 - b. Pursuant to Section 909, representatives of the Engager conducting the auditions are obligated to ensure that the Audition Report sheets are present at the audition, that they are properly completed and mailed and/or faxed to the local ACTRA office to be received no later than 2 ~~10~~ days following the audition. [A909 to be amended to conform]
 - c. It is the obligation of ~~ACTRA to invoice~~ 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 of the ACTRA invoice within fifteen (15) within 20 days of the date of the invoice ~~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.

Dancers' Safety Issues (New):

The following provisions were incorporated in order to improve Dancers' audition and working conditions.

- 916**
- 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, 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 which address non-camera day rehearsal when it is deemed that such precautions are not necessary for the style of dancing to be performed, such as the minuet.

Stunt Issues:

Changes to the language determining when stunt residual fees are payable were made to establish objective criteria for qualification of stunt performers for residual fees.

1703 Stunt Performance and Fee

- a. Upon the actual engagement of a Stunt Performer to perform a stunt, the minimum fee shall be \$535.50/546.00/557.00 [current minimum fees] per 9 hour session for the performance of a stunt plus any additional amount (stunt fee) which may be negotiated between the Stunt Performer and the Engager in relation to the difficulties 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 is recognizable as a stunt in the final commercial~~ 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 2 or more conditions of the Stunt Driving Guidelines (Art. 1706) are met.

However, as it is common for windshields of vehicles used in commercials to be tinted, in the event that a professional driver is engaged (in accordance with ss. 1706 f.) and the windshield of the car is tinted up to a maximum of 20%, one of the other Stunt Driving Guidelines (other than 17.06 c. iv. - tinted windows - and f.) must apply in order for the performance to be categorized as a Stunt.

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) Impaired vision – 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 of difficulty of terrain exist of off-road driving for which the vehicle was 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, the driver shall qualify as a Stunt Performer. This would also apply 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 working in close proximity to pyrotechnics or explosives;
- (i) When driving in other than the driver’s seat or blind driving in any form.

Stunt Safety

A requirement that the Stunt Co-ordinator be present on set until the performance of all stunts is complete has been added in order to ensure the safety of all Performers.

1701 Stunt Co-ordinator (ST/C)

A Stunt Co-ordinator is a Stunt Performer who is responsible for the co-ordination, planning, designing and/or engineering of Stunts, and/or action sequences, Risk Performances and Performer action. This is a non-residual category. The Stunt Co-ordinator 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 co-ordinator’s responsibilities include:

- (i) determining the number of personnel required for the stunt;
- (ii) making recommendations in respect of the casting and supervision of Stunt Performers;
- (iii) determining the safety precautions that are required for each stunt;
- (iv) recommending the amount of the stunt fee that is required for each Performer and for each stunt.

Where the circumstances warrant, a Stunt Co-ordinator will be engaged to plan, design and/or engineer Risk Performances.

The Stunt Co-ordinator must be present on set until the performance of all stunts is complete.

Minors - Section 1601:

Extensive revised language protecting the rights of Minors has been achieved. As the proposed language is lengthy, the re-drafted section is attached as an Appendix to this Memorandum of Settlement.

Background Performers - US Commercials:

Changes in language have been made to ensure that Canadian resident background performers on commercials for US broadcast only shall be paid the greater of either SAG or ACTRA background rates.

2404 Commercials for U.S. Use Only

- (a) All On-camera Performers Resident in Canada

When a commercial is produced in Canada for U.S. broadcast use only, and all on-camera Performers engaged therein are permanently resident in Canada at the time of production, all Performers in the commercial whether on or off-camera, with the exception of permanently resident U.S. off-camera Performers, shall be categorized and paid both session and residual fees as provided in the currently applicable Screen Actors Guild Commercials Contract ~~(including Background Performers)~~ (for Background Performers refer to 2404 a (iii) below) in effect at the time of production provided that:

- (i) All fees are made payable to Performers in Canadian dollars (i.e. use SAG figures without the addition of any premium for U.S. dollars). In no event may the first cycle compensation package for all categories, except for the Background Performer categories, be less than the applicable ACTRA session fee per commercial;
- (ii) The Insurance and Retirement Plan Provisions as provided in Section 28 of this Agreement are paid as herein provided. Do not use the similar provisions in the SAG

Contract. The dues deductions for members only and the service fees deductions for Apprentice Members and Non-Member work permittees, as provided in Section 27, apply to all Canadian resident Performers and an ACTRA contract must be signed by all Canadian resident Performers.

- (iii) ~~Performers in all categories of Background Performer shall be paid on the basis of the one hundred percent (100%) "buy-out" rate in the currently applicable SAG Agreement in effect at the time of production.~~ Background Performers shall be paid SAG or ACTRA rates, whichever is greater. The provisions of subsection (i) and (ii) above shall also apply to Background Performers.

Grievance and Arbitration Provisions:

Changes in the Grievance Procedure have been made in order to expedite the process of dispute resolution.

3409 Third Stage - Arbitration

In the event that the Joint Standing Committee is unable to come to a decision to resolve the dispute, the complaint shall be referred to Arbitration. The Arbitrator shall be ~~Mr. J.F. Weatherill. In the event of the unavailability of the Arbitrator, the Joint Standing Committee may agree upon the selection of another Arbitrator.~~ appointed as follows:

- a. in the event that the parties to the grievance (ACTRA and the ICA and/or ACA) mutually decide to utilize a 3 person Board of Arbitration, each party shall name their respective nominee to the Board. Within 7 days thereafter, the 2 nominees shall attempt to select, by agreement, a Chairman of the Board, but if they are unable to do so in 7 days, they shall then request the Minister of Labour for their Province to nominate a Chair under the relevant legislative provisions. For example, in the Province of British Columbia, s. 86 (1) of the Labour Relations Code, RSBC 1996, c. 244, the Director of the Collective Agreement Arbitration Bureau, is authorized to make the appointments necessary to constitute an arbitration board. The relevant provision in Ontario is s. 49 of the Labour Relations Act, 1995. In the event there is no applicable provincial legislation, a request shall be made to the Federal Minister of Labour for the appointment of an Arbitrator.
- b. Notwithstanding the provisions of sub-section a. above, either party may request that a single Arbitrator be selected by agreement, or appointed under the provisions of the previous sub-section as opposed to a 3 person Board of Arbitration.

~~If agreement is not reached, the selection of an Arbitrator will occur pursuant to the procedures established in the Arbitration Act of Ontario for the selection of an Arbitrator.~~

3416 Time Period for Filing Grievance

~~A grievance must be filed within thirty (30) days of the ACTRA Performers Guild having been advised of the circumstances. In any case, the grievance must be filed within nine (9) months of the occurrence giving rise to the grievance.~~

3416 Time Limits for Filing Grievance:

- a. The Performer must advise ACTRA within 30 days of the date on which the Performer becomes aware or ought to have become aware of the act or omission giving rise to the Grievance. A party may initiate a Grievance only within 60 days of the date on which that party becomes aware or ought to have become aware of the act or omission giving rise to the Grievance.

- b. A Grievance shall be considered initiated when the initiating party (the Grievor) sets forth in writing the facts giving rise to the dispute, the relevant Sections of the Agreement or the individual contract, and the remedy sought, and delivers the Grievance to the other party to the Grievance (the Respondent) and to the Association to which the Respondent belongs.

- c. In all cases concerning one or more Performers, ACTRA as the exclusive bargaining agent for Performers covered by this Agreement, will be considered the Grievor or the Respondent, as the case may be. The Association to which the Engager belongs shall be advised by the Grievor of any grievance. When the Engager is not a member of one of the Associations, the Grievor shall advise both the ICA and the ACA.

Joint Residual Study:

ACTRA and ACA/ICA have agreed to undertake a joint study of the residual unit weighting system over the term of this Agreement to research and evaluate the current system and make recommendations to the parties for the next round of Commercial Agreement negotiations.

Group Background Performers:

New rates have been established for Group Background Performers engaged in groups larger than 25 - to increase work opportunities by encouraging production of commercials hiring large numbers of Performers.

Group Background Performers engaged in groups -

- a. of 1 to 25 (a minimum of 6 Group Background Performers must be engaged) shall be paid at the daily rate of \$227.50 [plus general increases].
- b. of 26 to 50 shall be paid at the daily rate of \$175.00 for the duration of the Agreement.
- c. of over 50 shall be paid at the daily rate of \$100.00 for the duration of the Agreement.

Any time worked beyond nine (9) hours per day shall be paid as Additional Work Time (calculated at 1.3 times the hourly rate) and Overtime (calculated at 1.5 times the hourly rate).

Internet:

The Use fee for Broadcast (Television) Commercials used on the Internet has been changed to a minimum payment of 125% of the session fee for a use period of one year.

Section 1820 b) ii – Broadcast Commercials Used on Videocassettes/Video Discs, CD-ROM and Internet

- (i) When a commercial originally produced for television is used on a Videocassette program/Video Disc program, or CD-ROM, or on the Internet, 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 of the category of performance, for which payment the Engager shall be entitled to unlimited use of the commercial in the program. The Performers shall be deemed to have a product conflict only for 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 CD-ROM or on the Internet, and payment required in 1820 (b) (i)

above has been made, then an additional ~~seventeen (17) units per cycle~~ 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 12 months. No exclusivity applies to Internet use of the commercial.

- (iii) No commercial may be used in Videocassette program/Video Disc program, or on a CD-ROM, or on the Internet without the 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 Videocassette programs/Video Disc programs, or CD-ROMs, or on the Internet. Such approval shall not be withheld unreasonably.

Worldwide Use:

It was agreed that a new use fee structure for world use of Television commercials be established requiring the Engager to declare which territories the commercial will be used, and to prepay for such use at the time of contracting for production of the original commercial.

Section 2405 – Use in Other Countries

New (a) - When a commercial is to be used in any country in the following geographic regions of use, excluding the US, and the Engager wishes to prepay performers for such use at the time of contracting for the production of the original commercial, then performers shall be contracted and paid the following multiples of minimum session fees for a maximum of eighteen (18) months of world use. No product conflicts shall apply to use of commercials for world use.

(i)	<u>United Kingdom</u>	<u>3 session payments</u>
(ii)	<u>Europe, other than U.K.</u>	<u>2 session payments</u>
(iii)	<u>Asia-Pacific, other than Japan</u>	<u>1 session payment</u>
(iv)	<u>Japan</u>	<u>1 session payment</u>
(v)	<u>Any other region</u>	<u>1 session payment</u>
(vi)	<u>World Use</u>	<u>8 session payments</u>

Contract Service Fees:

Amendments to the contract service fees collection have been agreed that will reduce the administrative burden on ACTRA:

Section 29 – Contract Service Fees

Effective as of July 1, 2002:

- a. Discounts for ACA and ICA member companies are eliminated.
- b. CSF for Television commercials: \$300.00 per commercial (previously \$375.00)
- c. CSF for Radio commercials: \$150.00 per commercial (no change)
- d. Aggregate Contract Service Fees to be split evenly (1/3 each) amongst ACTRA, ACA and ICA (previously 43% for ACTRA, 28.5% for each of ACA & ICA).

Addendum 1 – Local and Regional Television and Radio Commercials:

Number of Commercials per Minimum Guarantee and Use Fee Payment

The length of finished commercials included in regional television and radio session fees has been reduced from 3 minutes to 2 minutes of finished commercials per advertiser.

603 Session Fees - TV

- (a) Minimum guarantee per session includes up to ~~three (3)~~ two (2) minutes of finished commercials per advertiser (i.e. ~~3~~ 2 - 60 second commercials, or ~~6~~ 4 - 30 second commercials). All spots produced in the session may be used in the same cycle for the one session and use fee. If one or more of the spots air in different cycles, appropriate session and use fees will be paid accordingly for each spot.

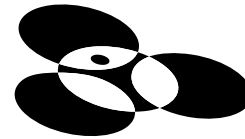
606 Rates – Radio

- (a) Minimum guarantee per session included up to ~~three (3)~~ two (2) minutes of finished commercials (i.e. ~~3~~ 2 - 60 second commercials, or ~~6~~ 4 - 30 second commercials) - included work time one (1) hour. All spots produced in the session may be used in the same cycle for the one session and use fee. If one or more of the spots air in different cycles appropriate session and use fees will be paid accordingly for each spot.

Addendum No. 1

Discount in Residuals for One (1) Commercial Produced at a Session - To Be Incorporated into Residual Tables

The current discount for one (1) commercial produced at a session will be reflected in the residual fee tables in Article 604 – Television, and Article 606 – Radio.



ACTRA

Minors' Provisions

*Appendix to the National Commercial
Agreement Terms of Settlement*

SECTION 16 - MINORS

1601 Special Consideration Required

- a. The parties to this Agreement hereby acknowledge and agree that it is necessary to specify rules so that Minors may be protected from abuse and improper working conditions. The rules contained herein meet or exceed the Federal, Provincial and local laws. The following apply to Minors under 18 years of age. The term “Parent” shall mean either the Parent or Guardian of the Minor.
- b. **Violations:** The Parties acknowledge that a breach or violation of the provisions of Section 16 may result in harm to a Minor and therefore the Parties undertake to act expeditiously when a violation is alleged to have occurred. In this regard ACTRA and the Associations may agree that the circumstances are such that any time periods or steps established pursuant to the Grievance procedure may be abridged, in order that the dispute may be resolved or 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 such damages are warranted.

1602 Auditions

- a. Calls for auditions for Minors of school age shall be after school hours but no auditions shall be held later than 8:00 p.m. for Minors under the age of 10, and 9:00 p.m. for Minors 10 to 15 years of age.
- b. The Engager will provide both an Audition Report Time sheet and a Parental Audition Consent Form prior to auditioning Minors. Notices of auditions shall be circulated 48 hours in advance unless there is an emergency.

1603 Breaks and Food

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

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

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

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

1604 Parental Responsibility

- a. The Parent (or a Chaperon appointed by a Parent) of a Minor under 16 years of age must be at the location and accessible to the Minor at all times when a Minor is on set, must accompany the Minor to and from set, and will accompany the Minor to hair, makeup and wardrobe.
- b. The Parent (or a Chaperon appointed by a Parent) of any Minor shall travel with the Minor to any overnight location, i.e. where the location of the shoot requires an overnight stay away from home.
- c. The Engager shall bear the travel expenses and per diem of 1 Parent accompanying a Minor to an overnight location. The amounts of such travel expenses and per diem shall be equivalent to those paid to a Performer under this Agreement.
- d. Each parent shall be required to sign a document (*Appendix M* of this Agreement) that outlines the rules and responsibilities of having a minor engaged in a commercial production. This will be required in the ACTRA office in advance of the shooting date, before the Minor is allowed on set.

1605 Chaperons

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

1606 Work Day and Rest Periods

- a. For Minors under 16 years of age, the work day shall consist of 8 consecutive hours per day excluding meal breaks.
- b. For Minors under 12 years of age additional work time and overtime is forbidden.
- c. For Minors 12-15 years of age, a maximum of 2 hours Additional Work Time (S. 1208) per day may be permitted (but not more than 4 hours over 3 days), upon the written consent of the Parent. Such Additional Work Time may not be scheduled in advance.
- d. For Minors 16-17 years of age, the Additional Work Time (S. 1208) and Overtime (S. 1209) provisions shall apply.

- e. Minors under 15 years of age shall not be required to work beyond 11:00 p.m. unless the Engager ensures that proper notification has been given of a Night Shoot under Article 1608, and obtains the consent of the Parent/ Chaperon.
- f. In the event of more than 1 day of shooting, rest between work days must be a minimum of 12 hours between the Minor's finish time and the Minor's 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 be, at least, quiet, well lit and away from the set) shall be made available as part of the work time on the 4th 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 30 minutes after the finish time.

1607 Work Permits for Stand-by Babies: Permits for babies under three years of age engaged to stand-by shall cost \$15.00.

1608 Notification of Night Shoots

- a. Wherever possible, the Engager shall notify the Parent 72 hours in advance of a Night Shoot.

1609 Infants

- a. An Infant means a person who is less than 2 years old and more than 15 days old. A person who is less than 15 days old shall not be permitted to be engaged.
- b. The Engager will provide a separate, sanitary room for the care and rest of the Infants engaged. This will include a crib, changing table and private, quiet and warm room where the Infant may be fed and may rest without being held. Infant accessories provided by the Production company such as bassinets, cribs and changing tables must be sanitized at the time of delivery to set and on a regular basis.
- c. Once wardrobe and props have been issued by the production for use on/with an Infant, the wardrobe and props may not be reissued for another Infant until the Wardrobe has been laundered and the props sanitized. Bottles, nipples and pacifiers must not be exchanged among Infants.
- d. When more than one Infant of a Parent is engaged on the same production at the same time it is the responsibility of the Parent to ensure that there is one adult to care for each infant.
- e. Infants under the age of 1 year will not be kept on set for longer than 6 hours.

1610 Dangerous Work

- a. No Minor shall be required to work in a situation that places the Minor in clear and present danger to life or limb, or if the Minor or Parent believes the Minor is in such a situation. Where a Minor is engaged to perform subject matter which the Engager knows, or ought reasonably to know could be of a psychologically damaging nature to the Minor, a psychologist or therapist 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's 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 Parent a psychologist or therapist 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 the Child to be on-camera.

1611 Trust Account:

After a Minor's total lifetime remuneration reaches \$5,000, 25% of the Minor's gross remuneration shall be deducted from the total payment due to the Minor by the Engager and remitted to the ACTRA Performers' Rights Society, (ACTRA PRS) which shall hold such monies in trust for the Minor upon terms and conditions consistent with the obligations of the ACTRA PRS to act as a Trustee. ACTRA PRS shall keep track of the Minor's earnings to determine whether the \$5,000 level is reached.

APPENDIX M

Declaration of Parent in the Engagement of Minors (See Section 1608)

A Parent is obligated to carefully read this form together with the section of the National Commercial Agreement (NCA) setting out the minimum terms and conditions for the engagement of Minors in commercials for television and radio produced in Canada (except for the jurisdiction of UdA and AF of M). The NCA is available from the ACTRA office and will be provided to you upon request. In addition, if you have any questions they should be directed to the Minor's Steward at your local ACTRA office. They are there to assist you.

1. If your Minor is offered a Role in a commercial or infomercial, you, as the Parent, are required to complete and sign this form and return it to the Engager prior to a contract being entered into engaging your Minor.
2. You have the ultimate responsibility for the health, education and welfare of your Minor in making decisions concerning your Minor with respect to his/her engagement in a Role in a radio or television commercial. The better informed you are, the better informed decisions you will make.
3. Firstly, you must be familiar with the requirements of the Role your Minor is being considered for - this usually means reading the script. It may help you to speak to the Engager or Director to get a clear picture of what the Role entails.
4. Having familiarized yourself with the requirements of the Role, you are required to disclose hereunder any medical history or condition or any attitudinal or psychological condition which you are aware of which might foreseeably interfere with or impact on your child's ability to do what may be required. If you think something might be important but you are not sure, please fill it in.
3. If your Minor is less than 16 years of age, you must accompany your Minor to or from the set or location and must be accessible while your Minor is on the set. If your Minor is 16 years of age or older, it is your right to be accessible at all times when your Minor is on set.
4. If you cannot attend, you shall appoint a chaperon for your Minor. It is strongly recommended that this person has your confidence to act in your Minor's best interests. The appointment shall be in the form of Appendix N and must be completed in triplicate: one copy to be delivered to the Engager, one to ACTRA and one for you to keep.
5. As you may not be available at all times please fill out and return the emergency medical authorization form attached (Appendix N) allowing the Engager to obtain emergency treatment when you cannot be contacted at once.
6. You are also responsible to ensure your Minor's education is taken care of when your

Minor is working. If your Minor is required to work more than three (3) regular school days on a radio or television commercial, you should consult the school principal or your Minor's teacher and ask them what tutoring the Minor may need. The Engager will institute the tutoring plan proposed by the principal or teacher, but is up to you to make sure this is taken care of.

7. Section 16 of the National Commercial Agreement provides that after a Minor's total lifetime remuneration reaches \$5,000, 25% percent 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, which shall hold such monies in trust for the Minor. Your Minor's engagement is subject to this provision.
8. The Minor:
 - is a resident of Canada within the meaning of the Income Tax Act of Canada
 - is not a resident of Canada within the meaning of the Income Tax Act of Canada

If the residence of the Minor changes, I hereby undertake to promptly notify ACTRA PRS of the change.

Your signature on this form indicates that you have received a copy of the National Commercial Agreement. Please sign and date this form and deliver it to the Engager as soon as possible.

Date: _____ day of _____, 20__

Witness

Signature

APPENDIX N

Chaperon Form & Emergency Medical Authorization Form(See Section 16)

APPOINTMENT OF CHAPERON

To: _____(Name of Engager)

Re: _____(Name of Production)

I, : _____(Name of Parent), am the Parent or legal

Guardian of: _____(Name of Minor), who is 10 years of age or older.

I hereby appoint _____(Name of Chaperon) to be the Chaperon of the above noted Minor, my Minor for all times that I am unable to accompany my Minor to or from the set and remain in attendance while my Minor is present on the set.

I agree to advise you if I will accompany my Minor instead of the Chaperon any time during the production. I warrant that the Chaperon I have appointed has my full authority and confidence to supervise and care for the above noted Minor during this production.

Date: _____day of _____, 20__

Witness
Tel:

Signature of Parent or Guardian

CONSENT OF CHAPERON

I, _____(name of Chaperon), have read and familiarized myself with the provisions of the current National Commercial Agreement relating to Minors (in particular Section 1605), and the script with respect to the Role of _____(name of Minor). I understand my responsibility is to ensure that the best interests of the Minor in my care, prevails at all times and I consent to assume this responsibility. I warrant I am at least 18 years of age.

Date: _____day of _____, 20__

Witness

Signature of Chaperon

Address:

Telephone Number:

EMERGENCY MEDICAL AUTHORIZATION FORM

This form is to be completed and signed by the Parent of a Minor Performer six years of age or older.

I, _____, am the Parent of _____, a Minor Performer, who is a Minor, engaged under the terms of the National Commercial Agreement and I hereby authorize the Engager or its designate to arrange for the provision of medical treatment for my Minor in the event of an emergency. This authorization will only be used when I or other Parent, of the Minor is unavailable to provide the consent.

New Form PARENTAL AUDITION & CONSENT FORM:

You are the Parent or Guardian of child (referred to as a *Minor*) that is about to audition for a commercial under the jurisdiction of the ACTRA-ICA/ACA National Commercial Agreement, which sets out the minimum terms and conditions for the engagement of Minors in commercials for television and radio (except for the jurisdiction of UdA and AFofM). This National Commercial Agreement is available from the ACTRA office and will be provided to you upon request. In addition, if you have any questions, they should be directed to the minor’s Steward at your local ACTRA office. They are there to assist you. Please read this consent form carefully as it highlights your responsibilities as a parent, should your Minor be offered a commercial engagement.

1. Prior to the Minor auditioning for a role in a commercial or infomercial, you as the Parent, are required to read this form in its entirety, complete and sign this form and return it to the Engager (or their designate).
2. You have the ultimate responsibility for the health, education and welfare of the Minor in making decisions concerning your Minor with respect to his/her engagement in a Role in a radio or television commercial. The better informed you are, the better informed decisions you will make.
3. Firstly you must be familiar with the requirements of the Role your Minor is being considered for – this usually means reading the script. It may help you to speak to the Engager, Casting Director or Director to get a clear picture of what the Role entails.
4. Having familiarized yourself with the requirements of the Role, you are required to disclose hereunder any medical history or condition or any attitudinal or psychological condition which you are aware of which might foreseeably interfere with or impact on your Minor’s ability to do what may be required. If you think something might be important but are not sure, please fill it in:
5. If your child is less than 16 yrs of age, you will be required to accompany your Minor to or from the set or studio and must be accessible while your Minor is on the set/studio. If your Minor is 16 yrs of age or older, it is your right to be accessible at all times when your Minor is on set/studio. You, as the Parent, may not interfere with production unless interference is required to ensure your child’s health and safety.
6. If you will not be able to attend, you will be required to appoint a Chaperon (person no less than 21 yrs of age, who is not an employee on the production). It is strongly recommended that this person has your confidence to act in your Minor’s best interests.

Parent/Legal Guardian signature _____

Date _____

Erratum

Please note that **Addendum 1, Article 603 (a) Session Fees-TV** (found on page 12 of the enclosed Terms of Settlement) should read:

Minimum guarantee per session includes up to ~~three (3)~~ two (2) minutes of finished commercials per advertiser (i.e. ~~3~~ 2- 60 second commercials, or ~~6~~ 4-30 second commercials).

The two underlined sentences that follow in the enclosed Terms of Settlement are deleted.