

NATIONAL COMMERCIAL AGREEMENT

between

THE JOINT BROADCAST COMMITTEE OF
THE INSTITUTE OF CANADIAN ADVERTISING AND
THE ASSOCIATION OF CANADIAN ADVERTISERS

and

THE ACTRA PERFORMERS GUILD

covering

RATES AND CONDITIONS

for

PERFORMERS IN TELEVISION AND RADIO COMMERCIALS

Term of Agreement: February 1, 1999 to January 31, 2002

Year 1: February 1st 1999 to January 31st 2000

Year 2: February 1st 2000 to January 31st 2001

Year 3: February 1st 2001 to January 31st 2002

TABLE OF CONTENTS

SECTION 1 - APPLICATION AND RECOGNITION

101 Application of Agreement1
101A Voice Patch, Land Patch1
102 Commercials Produced in Foreign Location1
103 Parties to Agreement.....2
104 Recognition.....2
105 Background Performer ordinary Circumstances2

SECTION 2 - PERFORMER DEFINITIONS-TELEVISION

201 Preamble2
202 Performer2
203 Principal Performer (PP)2
204 Silent-on-Camera (SOC)3
205 Voice-Over (VO).....3
206 Demonstrator (Demo).....3
207 Background Performers (BP)3
208 Solo Singers (SS) and Group Singers (GS).....4
209 Dancers5
210 Specialty Act (SA)5
211 Puppeteers (PT)6
212 Cartoonist (C)6
213 Stunt Co-ordinator (ST/C).....6
214 Stunt Performer (ST)6
215 Voice-Over/Lip Sync6
216 Choreographer7
217 Work Day7

SECTION 3 - PERFORMER DEFINITIONS - RADIO

301 Single Voice (SV)7
302 Multiple Voice (MV)7

SECTION 4 - DEFINITION OF TERMS

401 Engager7
402 Television Commercial7
403 Radio Commercial8
404 Billboard8
405 Dealer Commercial8
406 Live Commercial8
407 ID8

TABLE OF CONTENTS

408	Tag	8
409	Wild Spot Use.....	9
410	Network Spot Use.....	9
411	Program Use	9
412	Non Prime Time	9
413	Prime Time	9
414	Risk Performance	9
415	Stunt Work	9
416	Session Fee	9
417	Above Minimum Payment.....	10
418	Recall.....	10
419	Preproduction Rehearsal.....	10
420	Booking	10
421	Super	10
422	Body Costume	10
423	OMNI.....	10
424	Hold	11
425	Joint Promotions.....	11

SECTION 5 - CONDITIONS OF ENGAGEMENT

501	Performers must be Qualified.....	11
502	Rates no less Favourable.....	11
503	Better Rates and Conditions	11
504	Upgrading/Downgrading/Editing Out	11
505	Performer Misconduct	12
506	Policy of Non-Discrimination	12
507	Political Advertising	13
508	Communicable Diseases.....	13

SECTION 6 - THE PROMOTION OF THE CANADIAN COMMERCIAL PRODUCTION AND TALENT INDUSTRIES OF CANADA

601	Improvement of Industry	13
602	Industry Committee	13

SECTION 7 - PREFERENCE OF ENGAGEMENT

701	Preference of Engagement to ACTRA Members	14
702	Preference of Engagement to Canadian Resident Performers.....	14
703	Work Permits for Non-Canadian Performers	14

TABLE OF CONTENTS

704	Procedure for Obtaining a Work Permit for a Non-Canadian Performer	15
705	Work Permits for Canadian Non-members.....	16
706	Violations of Section 7	16

SECTION 8 - QUALIFICATION OF PERFORMERS

801	Work Permit Application	17
802	Work Permit Rates	17
803	Exceptional Circumstances.....	17
804	Work Permits - Group Background Performers	17
805	Waiver Permits - Group Background Performers.....	17
806	Work Permit per Commercial.....	17

SECTION 9 - Performer AUDITIONS

901	Preference in Auditions	18
902	No Auditioning for Background Performers	18
903	Auditions are not Demo Commercials	18
904	Auditions/Interviews - Voice and Screen Tests.....	18
905	Improv Fee.....	18
906	Fee for Being Detained in Audition.....	19
907	Callback Audition Fee	19
908	Fee for Taking Part in Another Performers' Audition.....	20
909	Audition Report Time Sheet.....	20
910	Special Wardrobe.....	20
911	Cue Cards	20
912	Gang Casting	20
913	Hold	20
914	Audition Environment	20

SECTION 10 - INTENT TO PRODUCE

1001	Intent to Produce.....	21
1002	Performer's Call.....	21
1003	Performer Contract	21
1003A	Contracts shall be Provided.....	21
1004	Contracts shall be Completed	22
1005	Access to Studio	22
1006	Continuing Contracts.....	22
1007	Screening	22

TABLE OF CONTENTS

SECTION 11 - PUBLIC SERVICE ANNOUNCEMENTS

1101	Consultation with ACTRA	22
------	-------------------------------	----

SECTION 12 - WORK SESSION AND WORK SESSION PAYMENTS - TELEVISION

1201	Work Session	23
1202	Session Fee	23
1203	Demo and Test Commercials - Session Fees	26
1204	Pre-recording and/or Post-Synchronization	27
1205	Local Discount on Session Fee	27
1206	Regional Discount on Session	27
1207	Session Fee Discount Tables	28
1208	Additional Work Time	28
1209	Overtime	28
1210	Night Work	29
1211	Recall	30
1212	Preproduction Rehearsal	30
1213	Recall and Rehearsal Fees	31
1214	Meal Periods Unpaid	32
1215	Rest Periods	32
1216	Rest Between Days	32
1217	Incidental Services	33
1218	Doubling	33
1219	Joint Promotions Where	34

SECTION 13 - TRANSPORTATION, TRAVELLING AND LOCATION EXPENSES

1301	Travel Expenses	34
1302	Travel Within Radius	34
1303	Travel Time Time	34

SECTION 14 - WARDROBE

1401	Regular Wardrobe	35
1402	Special Wardrobe	35
1403	Special Personal Wardrobe	35
1404	Safekeeping of Personal Wardrobe/Effect	35
1405	Time Spent in Make-up, Hairdress and Wardrobe	35
1406	Dressing Rooms and Rehearsal Facilities	36

TABLE OF CONTENTS

SECTION 15 - HOLDING CALLS, POSTPONEMENTS AND CANCELLATIONS

1501 Postponement.....36
1502 Holding Call36
1503 Postponement Becomes Cancellation.....37
1504 Failure to Render Service37
1505 Penalties for Lateness37
1506 Cancellation37
1507 Hold Over On Location37

SECTION 16 - CHILDREN

1601 Special Consideration Required38
1602 Auditions38
1603 Breaks38
1604 Guardians.....38
1605 No Overtime38
1606 Work Permits for Stand-by Babies38
1607 Notification of Night Shoots.....38

SECTION 17 - STUNT PERFORMANCE

1701 Definitions39
1702 Risk Performance39
1703 Stunt Performance & Fee40
1704 Audition.....41
1705 Conditions of Engagement41
1706 Stunt Driving Guidelines42

SECTION 18 - COMPENSATION FOR USE AND RE-USE

1801 Unit Weighting.....42
1802 Unit Weighting Tables43
1803 Calculation of Wild Spot and Network Spot Commercials44
1804 Wild Spot Commercials Table A47
1805 Network Spot Commercials Table B50
1806 Program Commercials Table C.....54
1807 Program Commercials Table D55
1808 Program Commercials Table E.....58
1809 Billboards.....61
1810 French/English Commercials61
1811 Other Languages.....62

TABLE OF CONTENTS

1812	Live Commercials.....	63
1813	Dormancy	63
1814	Maximum Period of Use and Re-use of Commercials	65
1815	Release of Performers When Use Terminates	65
1816	Seasonal Commercials.....	65
1817	Dealer Commercials	66
1818	Television Commercials Used in Other Media.....	67
1819	Specialty Pay Television.....	69
1820	Videocassettes/Video Discs for Sale/Rental to the General Public; CD-ROM and Internet Use.....	70
1821	New Technologies.....	70
1822	Demo and Test Commercials.....	71
1823	IDs	71

SECTION 19 - EDITING OF COMMERCIALS

1901	Alterations Create New Commercial.....	72
1902	Shorter or Longer Version	72
1903	Re-edited or Re-arranged Versions	73
1904	Tags.....	73
1905	Dealer/Franchise Commercials.....	74
1906	Regulatory/Regional Changes	74
1907	Payment for Allowable Changes	74
1908	Additional Music Tracks/Over-dubbing	75
1909	Multiple Use of Jingle	75
1910	Group Singers Payment Option.....	75

SECTION 20 - PRODUCT CONFLICTS/EXCLUSIVITY

2001	Product Conflict Defined.....	76
2002	No Disclosure - Non-residual Category	76
2003	Disclosure - Residual Category	76
2004	Exclusivity	76

SECTION 21 - RADIO SESSION AND RESIDUAL FEES

2101	Session Fees and Residual Fees per Cycle of 13 Weeks	77
2102	Additional Work Time	78
2103	Billboards/IDs/Tags	78
2104	Discounts for Local or Regional Use Only	80
2105	Demo (Non-Broadcast) Commercial.....	80
2106	Release and Re-use.....	81
2107	Recall Fees.....	81

TABLE OF CONTENTS

2108	Radio Commercials Used in Other Media.....	82
2109	Multiple Use of Jingle (Radio).....	83
2110	Additional Uses.....	83

SECTION 22 - STILL PHOTOGRAPHS, STOCK FOOTAGE AND BACKGROUND SCENES

2201	Stop Action and Still Photographs.....	84
2202	Models.....	84
2203	Stock Footage.....	85
2204	Background Scenes.....	85
2205	Still Photographs in Other Media.....	85

SECTION 23 - COMMERCIALS BROADCAST IN ERROR

2301	Payment Required - Television.....	86
2302	Payment Required - Radio.....	86

SECTION 24 - FOREIGN DISTRIBUTION - TELEVISION

2401	Off-camera Rates for Foreign Produced Commercials.....	86
2402	U.S. Border Cities.....	86
2403	Canada and U.S. Use.....	86
2404	Commercials for U.S. Use Only.....	87
2405	Use in Other Countries.....	87
2406	Maximum Period of Use.....	90
2407	Commercials Produced for Countries Other Than Canada or the U.S.....	90

SECTION 25 - FOREIGN DISTRIBUTION - RADIO

2501	Combination of Canadian and U.S. Use.....	91
2502	Exclusive U.S. Use.....	92
2503	Other Foreign Use.....	93

SECTION 26 - REMITTANCE OF PAYMENTS

2601	Payments Net.....	93
2602	Payment Time Requirements.....	93

SECTION 27 - GUILD WORK DUES DEDUCTIONS

2701	Guild Member Dues Deduction.....	96
2702	Guild Apprentice Member and Non-Member Service Fee Deductions.....	96

TABLE OF CONTENTS

SECTION 28 - INSURANCE AND RETIREMENT PLANS, EQUALIZATION PAYMENTS & DEDUCTIONS

2801	Insurance.....	96
2802	Retirement	96
2803	Retirement Deductions	96
2804	Non-members' Equalization Payments and Deductions.....	96
2805	Remittance Procedures	97

SECTION 29 - CONTRACT SERVICE FEE

2901	Contract Service Fee - Amount	97
------	-------------------------------------	----

SECTION 30 - LETTER OF ADHERENCE

3002	Unfair Engager	99
3003	Non-Signatory	99
3004	Letter of Adherence	99
3005	Relationship with Non-Signatory	99

SECTION 31 - INDEPENDENT ENGAGERS

3101	Engager Liable.....	101
3102	Agreement Terms No Less Favourable.....	101

SECTION 32 - TRANSFER OF RIGHTS

3201	Transfer of Rights Required	101
3202	Transfer of Rights Form	101
3203	Written Notice	102

SECTION 33 - BOND IN CERTAIN CASES

3301	Bond May be Required.....	102
------	---------------------------	-----

SECTION 34 - GRIEVANCE AND COMPLAINTS

3401	Without Prejudice	102
3402	First Stage	102
3403	Second Stage - Joint Standing Committee	102
3404	Joint Standing Committee - Composition	102
3405	Appointees	103
3406	Rules and Procedures.....	103

TABLE OF CONTENTS

3407 Powers103
3408 Majority Decision103
3409 Third Stage - Arbitration.....103
3410 Timely and Complete Hearing.....104
3411 Powers of Arbitrator104
3412 Arbitrator's Decision104
3413 Decision Final.....104
3414 Unfair Engager104
3415 Time Periods May be Changed.....104
3416 Time Period for Filing Grievance104

SECTION 35 - PERIOD OF OPERATION

3501 Term of Agreement105
3502 Notice to Renegotiate105
3503 Application of New Rates.....105

ADDENDUM NO. 1

ARTICLE 1 - APPLICATION AND RECOGNITION106
 101 Application106
 102 Limitations - Local Advertisers106
 103 Parties to Agreement.....106
 104 Recognition.....106
 105106
 106 Limitation to Geographic Areas106
 107 Production Outside Area of Use107
 108 National Agreement May Apply.....107
 109 Subsequent Use.....107
 110 Exception107
ARTICLE 2 - DEFINITIONS.....107
 201107
ARTICLE 3 - CONDITIONS OF PRODUCTION107
 301 Auditions107
 302 Payment Time Periods107
 303 Prior Notification108
ARTICLE 4 - PREFERENCE OF ENGAGEMENT.....108
 401 Preference to ACTRA Members.....108
 402 Work Permits108
 403 Work Permits Required108
 404 Non-Residents Precluded108
 405 Waiver Fees for Voice Patches.....109
 406 Non-Members in Exceptional Circumstances109

TABLE OF CONTENTS

ARTICLE 5 - NATIONAL COMMERCIAL AGREEMENT	109
501	109
ARTICLE 6 - RATES	109
601 Minimum Fees	109
602 Geographic Areas/Regional Categories	109
603 Session Fees - TV	110
604 Residual Fees - TV	113
605 Single Station Use - TV	115
606 Rates - Radio	115
607 Short Life Commercials.....	118
ARTICLE 7 - WORKING CONDITIONS.....	123
701 Meal Periods.....	123
702 Rest Periods.....	123
703 Wardrobe, Make-up and Hair	123
704 Dressing Rooms.....	123
705 Travel Expenses	124
706 Postponement.....	124
707 Holding Call	124
708 Cancellation.....	124
709 Children	124
710 Risk Performance	124
711 Doubling	124
ARTICLE 8 - CONDITIONS RESPECTING USE AND RE-USE.....	125
801 Dormancy	125
802 Maximum Period of Use and Re-use.....	125
803 Commercials Used in Other Media	125
ARTICLE 9 - CONTRACT SERVICE FEE.....	125
901	125
ARTICLE 10 - PAYMENT TIME PERIODS.....	126
1001	126
ARTICLE 11 - INSURANCE AND RETIREMENT, EQUALIZATION PAYMENTS & DEDUCTIONS	126
ARTICLE 12 - LOCAL/REGIONAL LETTER OF ADHERENCE.....	127
1201	127
ARTICLE 13 - PERIOD OF OPERATION.....	129
1301 Term.....	129

ADDENDUM NO. 2

ARTICLE 1 - APPLICATION AND RECOGNITION	130
101 Application	130
102 No Undermining of National Agreement	130

TABLE OF CONTENTS

ARTICLE 2 - DEFINITIONS.....	130
201	130
202 Short Life Commercials.....	130
ARTICLE 3 - LIMITATIONS.....	130
301 National Agreement May Apply.....	130
302 Subsequent Use.....	130
303 National Commercial May Not Be Used.....	131
ARTICLE 4 - SESSION AND RESIDUAL FEES.....	131
401 Master Commercial and Changes.....	131
402 No Discounted Demo Commercial Fees	131
403 Session Fees - Television.....	131
404 Residual Fees - Television.....	136
405 Off-Camera Singers - Session and Residual Payment Option - Television	143
406 Session and Residual Fees - Radio.....	144
407 Singers - Session and Residual Payment Option - Radio.....	145
ARTICLE 5 - DORMANCY	146
501 Before First Use.....	146
502 After Original Use	146
ARTICLE 6 - EXCLUSIVITY	146
601 No Exclusivity May Be Required.....	146
602 Spokesperson Contracts.....	146
ARTICLE 7 - NOTIFICATION TO PERFORMERS.....	146
701 Notification Required	146
702 Use Specified.....	146
ARTICLE 8 - ADHERENCE TO AGREEMENT BY ENGAGER.....	147
801	147
ARTICLE 9 - CONTRACT SERVICE FEE.....	147
901	147
ARTICLE 10 - PERIOD OF OPERATION.....	147
1001 Term.....	147
1002 Industry Committee	147

ADDENDUM NO. 3

INFOMERCIALS	148
--------------------	-----

ADDENDUM NO. 4

WORK PERMIT FEES EFFECTIVE FEBRUARY 1, 1999	151
---	-----

TABLE OF CONTENTS

APPENDIX

APPENDIX "A" Unit Weighting Table for US Market152
APPENDIX "B" Application for Work Permit.....155
APPENDIX "C" Intent to Produce156
APPENDIX "D" Request to Produce Unpaid Charity/PSA.....157
APPENDIX "E" Casting/Booking Confirmation Form.....158
APPENDIX "F" Audition Sign in Sheet.....159
APPENDIX "G" Engagement Contract.....161
APPENDIX "H" Session Payment Form.....162
APPENDIX "I" Residual Payment Form163
APPENDIX "J" Joint Task Force – Children164
APPENDIX "K" Negotiation Protocol165
 Agreement to Follow Terms of Protocol165
 Written Authorization to Bargain165
 Negotiating Team.....166
 Agreement to Bargain in Good Faith.....166
 Freeze of terms and conditions of expired NCA166
 Conciliation167
 No Strike or Lockout167

QUICK TIP SHEETS170

1999/2002 INDEX182

SECTION 1 - APPLICATION AND RECOGNITION

101 Application of Agreement The terms and conditions of this Agreement shall apply to persons who are members or are eligible for membership in the ACTRA Performers Guild (hereafter referred to as "ACTRA", or "the Guild"), with respect to commercials for television and radio produced in Canada (except for the jurisdiction of UdA and AF of M) and also subject to Article 2401 (TV) to commercials for use in Canada produced in a foreign location engaging Performers who are permanent residents of Canada. This Agreement does not apply to radio commercials engaging a staff announcer, for broadcast only on the radio station employing that announcer, nor to television commercials engaging a staff announcer, for broadcast only on the television station employing that announcer.

101A Voice Patch, Land Patch For the purposes of this Agreement, a voice performance provided by a non-Canadian Performer outside of Canada (by telephone, land patch or live) in a commercial otherwise produced under ACTRA's jurisdiction will be permitted upon payment of a waiver fee of \$675.00 per commercial. A maximum of three (3) waiver fees totalling \$2,025.00 per pool of commercials produced during the same voice session. For example, a voice performance provided outside of Canada by a Performer through telephone or land patch, but recorded and/or mixed in Canada shall require the payment of the waiver fee.

Television

102 Commercials Produced in Foreign Location This refers to commercials produced in a foreign location for use in Canada engaging permanent Canadian residents as referred to in Article 101. This Agreement shall apply also to Performers in residual categories resident in such foreign locations who are engaged for such commercials, when there is no other Performers' union jurisdiction exercised in that locality.

However, when there is another Performers' union exercising jurisdiction under the foregoing circumstances:

- (a) The terms and conditions of this Agreement shall apply to all Performers engaged for a commercial within the territorial limits of Canada.
- (b) The terms and conditions of the Screen Actors Guild ("SAG"), or American Federation of Television and Radio Artists ("AFTRA") Commercials Agreement shall apply to U.S. resident Performers engaged in such commercials being produced in the United States. In such cases, the Engager shall include the names and categories of such Performers in residual categories on a session payment form for each commercial forwarded to ACTRA.
- (c) The terms and conditions of this Agreement shall apply to Performers in residual categories engaged in such commercials being produced in a foreign location other than the United States in respect to:

Television and Radio

- (i) definition of performance category;
- (ii) forwarding payments to ACTRA;
- (iii) residual fees;
- (iv) ACTRA Insurance and Retirement Plan.

However, the session fee payable to such Performers shall be as provided under the terms of the Performers' union exercising jurisdiction in that locality.

103 Parties to Agreement The terms of this Agreement are the result of negotiations between the ACTRA Performers Guild and representatives of the Joint Broadcast Committee established by the Institute of Canadian Advertising and the Association of Canadian Advertisers.

104 Recognition Engagers recognize ACTRA as a voluntary association, authorized to represent each and all of its members in establishing minimum rates and working conditions.

The Engagers also recognize ACTRA as the sole and exclusive bargaining agent for Performers with respect to all minimum rates and working conditions provided for in this Agreement.

105 Extraordinary Circumstances The parties to this Agreement agree that the conditions provided herein may be modified by mutual agreement in extraordinary circumstances. An Engager intending to produce a commercial which 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 Manager, Industry Talent Issues and one copy shall be filed with the National Executive Director of the ACTRA Performers Guild. Copies of written decisions respecting the application shall be filed with the Manager, Industry Talent Issues and the National Executive Director of the ACTRA Performers Guild.

SECTION 2 - PERFORMER DEFINITIONS-TELEVISION

Television

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

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

203 Principal Performer (PP) Principal Performer (PP) includes an actor, hearing-impaired 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-

Television

camera and at the same time provides any voicing including dialogue, thought process, or singing which is related to his or her on-camera role. A person who mimes a pantomime performance (e.g. Marcel Marceau) or anyone performing in a specialty act shall be classified as a principal Performer.

204 Silent-on-Camera (SOC) Silent-on-Camera (SOC) means a Performer not otherwise classified as a principal whether or not identified with the product, service or message (excluding a demonstrator as defined in Article 206) whose face is clearly recognizable on-camera when screened as the viewer would see it for 16 or more frames of 16 mm film footage, or 2/3 of a second on any other means of recording.

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.

205 Voice-Over (VO) Voice-over (VO) refers to a Performer engaged to provide an off-camera voice and includes a solo singer. Sneezing, sobbing or laughing shall be considered voicing. Voice-over Performers engaged for commercials produced outside ACTRA's jurisdiction will be categorized and paid session and residual fees as principal Performers in accordance with Article 2401 of this Agreement.

206 Demonstrator (Demo) Demonstrator (Demo) is a Performer engaged to demonstrate a product but whose face is not recognizable, and shall include body costume Performers.

207 Background Performers (BP) Background Performers (BP) may be divided into two categories as follows:

(a) **Background Performer (BP)** Background Performer (BP) means a Performer:

- (i) whose face is not recognizable and appears solely as atmosphere and whose performance is not directly associated with the demonstration or identified with the product or service and whose performance does not illustrate or react to the off-camera narration or to the commercial message being given; or
- (ii) whose face is recognizable in 15 frames of 16 mm film footage or less. In the case of fade-in, or fade-out, the frame count or inch measurement shall be taken before or after the fade-in or fade-out; and who
- (iii) performs special silent business for atmospheric purposes such as but not limited to: swimming, driving, dancing (unchoreographed popular dances such as but not limited to the waltz, foxtrot or other current dances); or who
- (iv) is required to appear in evening clothes; or who
- (v) performs a skill such as but not limited to water skiing, horseback riding; or who

Television

(vi) performs in a sport such as but not limited to football, baseball, etc.; or who

(vii) stands by, stands in for, or understudies another Performer (within the meaning outlined below):

Standby (SB) Background Performer Standby (SB) Background Performer is a Performer who is on call, at a place designated by the Engager, to participate in place of another person. Once a standby is required to perform, he/she shall be upgraded in category as follows:

If a performance is not recorded or preserved, the standby's category shall, nonetheless, be upgraded to the category of performance fulfilled and 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 shall be paid the applicable session fee and residual fees.

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

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

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

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

If the performance is recorded or preserved, the understudy's category shall be elevated to the category performed and shall be paid the applicable session fee and residual fees.

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

(b) **Group Background Performer (GBP)** Group Background Performer (GBP) means a Performer engaged as part of a group, and 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.

208 Solo Singers (SS) and Group Singers (GS) Singers may be classified for singing purposes in one of three categories, i.e. group singer, voice-over, principal Performer. An on-

Television

camera solo singer is a principal Performer. An off-camera solo singer is a voice-over. A group singer (GS) is a Performer engaged to sing in a group of singers:

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

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

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

In no event shall the minimum fee for a nine (9) hour day for an adult Performer and eight (8) hour day for a child Performer exceed the minimum session fee for a principal Performer.

209 Dancers Dancers may be classified as follows:

- (a) **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) **A Group Dancer (GD)** A 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 in Article 207(a)(iii) shall be classified as Background Performers.

A group dancer who provides any additional performance to that of dancing shall be reclassified in the higher paying performance category.

210 Specialty Act (SA) Specialty Act (SA) means any variety act, either individual or group which is available, except for camera rehearsal, as a rehearsed entity ready for performance prior to engagement; or which 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 in this Agreement.

Television

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

- (a) When puppets or marionettes are provided to the puppeteer by the Engager, sponsor, or advertising agency for the purpose of the engagement, the puppeteer shall be categorized and paid both session fee and residuals as a silent-on-camera Performer.
- (b) When the puppets or marionettes are the property of the puppeteer, the puppeteer shall be categorized as a silent-on-camera Performer with an additional step-up in session fee of no less than fifty percent (50%) of the silent-on-camera session fee. Such Performer's residual payments, however, shall not be less than the minimum silent-on-camera use payments provided 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) which are provided by the Engager, the puppeteer shall be entitled to a fee no less than the session fee for a principal Performer but shall not be entitled to residual payments unless previously negotiated.
- (e) When a puppeteer is engaged in a commercial to manipulate, control, or handle special visual effects, and where physical or implied lip sync is involved, residuals shall be payable. Where the Engager supplies the property, residuals shall be paid as SOC. Where the Performer supplies the property, residuals shall be paid as principal Performer.

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

213 Stunt Co-ordinator (ST/C) The Stunt Co-ordinator may be hired to be responsible for the casting and supervision of Stunt Performers, the co-ordination of stunts and/or action sequences, and the co-ordination of Performer action. This is a non-residual category.

214 Stunt Performer (ST) Stunt Performer (ST) means a Performer especially trained and knowledgeable in the engineering of and the performance of stunt work as the term is generally understood in the industry relating to the performance of dangerous risks not normally expected of the average Performer.

215 Voice-Over/Lip Sync 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.

Television

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

217 Work Day The Performer's work day shall commence at first call for make-up or wardrobe and shall not end until the Performer has removed his/her make-up and wardrobe.

SECTION 3 - PERFORMER DEFINITIONS - RADIO

Radio

301 Single Voice (SV) 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. When one (1) or two (2) actors and an announcer are engaged in the same commercial, they shall be categorized as single voice.

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

- (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.

SECTION 4 - DEFINITION OF TERMS

Television and Radio

401 Engager Engager refers to any person, Producer, advertising agency, corporation or otherwise (other than a client or advertiser which engages an advertising agency) that contracts or pays, or both contracts and pays, Performers with respect to their engagement in a television or radio commercial.

Television

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

Television

Each entity shall be classified as a commercial. Any change, revision, addition or other modification except as provided in this Agreement shall be classified as a separate commercial and paid for as such. (Note also Ids, Editing and Billboards).

Radio

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

Each entity shall be classified as a commercial. Any change, revision, addition or other modification shall be classified as a separate commercial and paid for as such, except as provided in this Agreement (note Articles 408 and 2103).

Television and Radio

404 Billboard A Billboard is one of or a combination of a program introduction, sign-off, cross-plug and cross-reference and shall be limited to the 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.

405 Dealer Commercial A Dealer Commercial is a commercial made for a manufacturer or distributor of a product or service which is to be delivered to dealers in such products or services for broadcasting by such dealers on local stations where the station time is contracted by the dealer.

406 Live Commercial Live Commercial is a commercial produced especially for a specified telecast or telecasts by a sponsor and paid at the Performer program rates applicable to each program on which such commercial is used.

407 ID An ID is an advertising or commercial message which depicts or mentions a sponsor's name, product or service, which is ten (10) seconds or less in length for broadcast over television or radio whether made on or by film, tape or otherwise, and whether produced by means of motion picture cameras, electronic cameras or devices or any combination of the foregoing for the purpose of preserving a performance.

Each entity shall be classified as a commercial. Any change, revision, addition or other modification except as provided in this Agreement shall be classified as a separate commercial and paid for as such.

408 Tag A Tag is an allowable insert of not more than five (5) seconds in length in a fifteen (15) second commercial, ten (10) seconds in a thirty (30) second commercial, twelve and one half (12.5) seconds in a forty-five (45) second commercial, or fifteen (15) seconds in a sixty (60) second commercial which may be placed at any point of the commercial for the purpose of adapting it to different factual information as provided in Section 19.

Television

409 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.

410 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.

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

- (a) it is placed within a program and is sponsored by the advertiser by use of billboarding phrases such as "sponsored by" or other statements or descriptions that imply sponsorship, and
- (b) it is used on a program which contains two (2) or fewer advertisers per half hour.

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

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

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

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

416 Session Fee Session Fee is the fee paid per commercial (inclusive of negotiated above minimum payment - note Article 417) to a Performer for his/her work on the production day on which his/her performance is preserved or recorded in any manner whatsoever. The session fee shall be in addition to payment for preproduction rehearsal sessions; in addition to payment for recall days which may follow the contracted session day or days; and shall also be in addition to overtime rates or other additional payments such as may be made for wardrobe, hairdress, make-up, auditions or travel; and any other incidental or miscellaneous fees. The session fee shall not be applied against residual payments.

Television and Radio

417 Above Minimum Payment Above Minimum Payment means a Performer's fee which is negotiated and contracted between the Performer and the Engager in excess of the minimum session and residual fees provided herein. Payment of preproduction rehearsal time, recall, tags, night premium, additional work time, overtime, doubling or penalty fees, etc., as provided 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 herein.

418 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 a commercial(s) an Engager requires a Performer to return to work to correct a technical error in a 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 a commercial(s). Recalls may not be called for the purpose of extending the original work session of a commercial(s) nor for remaking existing or discarded commercials. Performers may not be booked for a recall session at the time of booking nor during the original work session.

Television

419 Preproduction Rehearsal Preproduction Rehearsal is the fee paid per day (inclusive of negotiated above minimum payment if applicable - note Article 417) to a Performer for his/her work on the day or days pre-arranged for dry-run rehearsal. The 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. The preproduction rehearsal fee shall be in addition to the session fee as contracted; in addition to the payment for recall days which may follow the contracted session day(s); and shall also be in addition to overtime rates or other additional payments such as may be made for wardrobe, hairdress, make-up, auditions or travel; and any other incidental or miscellaneous fees. The preproduction fee shall not be applied against residual payments.

Television and Radio

420 Booking Booking means notification by the Engager and acceptance by the Performer either directly or through an agent, of the time and place of an engagement.

Television

421 Super Super means lettering, graphics, line illustrations of any kind, superimposed over a commercial.

422 Body Costume Body Costume means a large bulky costume e.g. Mickey Mouse, Fred Flintstone, Robotic Head, etc.

423 OMNI Recorded unrecognizable atmospheric sounds or words to be used off-camera to create crowd noises or non-scripted lines.

Television and Radio

424 Hold A "Hold" is a courtesy device to which there is no obligation attached to the Performer by the Engager or their representative until a confirmed booking is received. A "Hold" cannot be used as a tentative booking device. A Performer is either booked for an engagement or is not. Phrases such as "We have you on hold for (date). Please keep this date free..." are not permitted.

425 Joint Promotions: See Section 1219

SECTION 5 - CONDITIONS OF ENGAGEMENT

Television and Radio

501 Performers must be Qualified 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 due to the terms of an Agreement between ACTRA and another union.

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

503 Better Rates and Conditions Nothing in this Agreement, however, shall be deemed to prevent a Performer from obtaining better rates or terms or conditions than the minimum rates or terms or conditions provided for herein. 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.

Television

504 Upgrading/Downgrading/Editing Out

- (a) **Upgrading** A Performer may be upgraded from the category in which he/she was originally contracted to a higher performance category upon completion of filming a commercial in which case an adjustment in session payment to the higher fee shall be made. Residual fees if applicable shall also be paid in accordance with the higher performance category. When a Performer is upgraded from a non-residual category to a residual category, such upgrade may not be made without the prior written consent of the Performer. A copy of such written consent is to be faxed to the ACTRA office.
- (b) **Downgrading** Upon completion of editing, a Performer may be downgraded to a non-residual performance category. The Performer must be informed immediately and released from exclusivity. Written confirmation of said downgrading must follow within ten (10) days of the aforementioned notification. Where a Performer is downgraded in the editing process, the Performer shall be paid the originally contracted performance category session fee, plus a maximum of one use cycle at the higher category of performance. Where the Performer has not received his/her written notification by the seventh week of the cycle, the Performer shall be paid 50% of their contracted cycle payment for the next cycle. A copy of the notice sent to Performers shall also be sent to the ACTRA office by fax.

Television

- (c) **Editing Out** Notwithstanding the foregoing, a Performer engaged for a commercial who is edited out following completion of the filming/taping shall be entitled to the applicable session fee only and no residual fees shall be payable. Performers engaged in residual categories, if edited out of a commercial, shall be advised in writing by the Engager within ten (10) working days of final completion. Where the Performer has not received timely written notification, they shall be paid their contracted fee for the first cycle of use. If the Performer has not been notified by the seventh week of the first cycle, he/she shall be paid 50% of his/her contracted fee for the next cycle. A copy of the notice sent to Performers shall also be sent to the ACTRA office by fax.

Television and Radio

505 Performer Misconduct When a Performer fails to fulfil an engagement through gross misconduct (such as failure to appear, impairment, etc.), the 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 Procedure for filing a Grievance.

506 Policy of Non-Discrimination

- (a) The parties to this Agreement reaffirm their commitment to a policy of non-discrimination in connection with the engagement and treatment of Performers in all work categories in commercials on the basis of age, sex, race, creed, colour, national origin or physical handicap.
- (b) The Engager shall make every effort to cast Performers in accordance with this policy in all types of roles and work categories so that the composition of Canadian society may be portrayed realistically. ACTRA shall make every effort to facilitate engagements in accordance with this policy in all types of roles and work categories so that the composition of Canadian society may be portrayed realistically.
- (c) Consistent with the foregoing and 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) It is agreed that an industry committee (known as the "Equal Opportunity Committee") be established with equal representation from ICA and ACA combined, and ACTRA. ACTRA will be entitled to four (4) representatives to be appointed to the Committee. Each of ICA and ACA will be entitled to two (2) members to be appointed to the Committee. The Committee may co-opt additional personnel by majority decision for the purpose of advice and information but not as voting members of the Committee.
- (e) The Committee shall be empowered to receive and compile statistical information respecting engagements in accordance with this policy in all work categories in commercials (initially, particular attention will be paid to compiling information regarding the engagement of visible minorities and women); to prepare and present

Television and Radio

periodic reports to the parties to this Agreement on the progress being made in implementing this policy; to make recommendations respecting the conduct of an educational program among advertisers and advertising agencies to encourage equal and non-stereotyped engagement of Performers in commercials; as far as is practicable, to promote the engagement of Performers in accordance with this policy in all work categories in commercials; and to obtain other relevant information about this subject.

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

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

SECTION 6 - THE PROMOTION OF THE CANADIAN COMMERCIAL PRODUCTION AND TALENT INDUSTRIES OF CANADA

601 Improvement of Industry The parties to this Agreement agree to strive to improve the welfare and the quality of Canada's production and talent industries.

As part of this objective, the Engager agrees not to produce commercials out of Canada engaging entirely non-ACTRA Performers, solely for reasons of economy or economic advantages in the engagement of Performers nor to circumvent the provisions of Article 703.

602 Industry Committee That an industry committee be established with equal representation from the Institute of Canadian Advertising and the Association of Canadian Advertisers combined, and ACTRA. ACTRA will be entitled to four (4) representatives to be appointed to the Committee. Each of the Institute of Canadian Advertisers will be entitled to two (2) members to be appointed to the Committee. The Committee may co-opt additional personnel by majority decision for the purpose of advice and information but not as voting members of the Committee.

The Committee shall be empowered to conduct an educational program among advertisers and advertising agencies to promote the production of commercials in Canada; to find ways and means of improving the casting and auditioning of talent; to work with ACTRA and the production industries in developing presentations to government to obtain financial aid for developing and training Canadian talent; and to provide as far as is practicable, the help necessary to further the quality of the Canadian commercial production industry. The Committee shall also be empowered to develop a continuing process to promote mutual understanding between ACTRA, the production industry and the Association of Canadian Advertisers and the Institute of Canadian Advertising.

SECTION 7 - PREFERENCE OF ENGAGEMENT

701 Preference of Engagement to ACTRA Members

The Engager agrees that preference of engagement will be given to members of the ACTRA Performers Guild.

702 Preference of Engagement to Canadian Resident Performers

The Engager agrees that the development and maintenance of a pool of professional Performers is a major requisite for the cultural development of Canada.

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

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

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

703 Work Permits for Non-Canadian Performers

- (a) Subject to Article 704, the ACTRA Performers Guild 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 in Canada, or the United States.
- (b) Subject to Article 704, the ACTRA Performers Guild 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, eg. 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.

Television and Radio

- (iv) When a Performer is required in the singer category.
- (v) When no available Canadian Performer with the requisite combination of performance skill and appearance can be secured.

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

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

- (a) A citation of the circumstances (defined in Article 703) under which a permit is being sought.
- (b) Documented evidence that the permit application fulfils one of the circumstances cited in Article 703.
- (c) A copy of the script/storyboard.
- (d) A picture and resume of the Performer.
- (e) In the circumstance of Article 703 (A) (a) above, documented evidence of their international reputation.
- (f) In the circumstance of Article 703 (A) (b) 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 total 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 will sign and date the audition report form. Where the audition takes place in the 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 based on the provisions of this Agreement, and specifically Articles 703(A) and (B) above.

Television and Radio

The Arbitration proceedings shall commence within two (2) business days of receipt of the written request to proceed to Arbitration (except if an extension in time periods is agreed to by ACTRA and the Engager. The cost of the Arbitrator shall be equally borne 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).

705 Work Permits for Canadian Non-members

- (a) **Employees of Advertising Agencies** Except for members of the ACTRA Performers Guild, 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) **Employees of Advertiser**
 - (i) Under the provisions of Article 105, employees of the advertiser may be engaged to appear in television and radio commercials to endorse or give a testimonial about the advertiser's product or service.
 - (ii) Under the provisions of Article 105, employees of the advertiser may be engaged to appear in television or radio commercials when performing their regular employment duties at their regular place of employment for performing such duties requiring special skills or where it is not reasonable for a Performer to perform such duties.
- (c) **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.
- (d) **Radio Commercials** The Engager agrees that only members or Apprentice members of ACTRA shall be engaged as Performers in radio commercials, except that non-members may be engaged to appear as themselves to endorse or give a testimonial about a product or service. Notwithstanding the foregoing, but constant with the principles expressed in Section 702, work permits may be issued in the singer categories.
- (e) **Procedure for Application for Work Permit** If after auditions the Engager establishes that a Performer of the type required is not available within the ACTRA membership, upon provision by the Engager to ACTRA of details of all Performers auditioned or considered, ACTRA shall issue a work permit for the engagement of a Canadian non-member in a television commercial.

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

SECTION 8 - QUALIFICATION OF PERFORMERS

801 Work Permit Application A Performer who is not a member of ACTRA when engaged in any category except group Background Performer shall apply to the nearest ACTRA office for a work permit prior to the commencement of work. Such application shall be on an "Application for Work Permit" form supplied by ACTRA 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 Performers Guild Constitution and By-laws.

802 Work Permit Rates ACTRA agrees to furnish the Engager with the prevailing rates of work permits upon receipt of a signed Letter of Adherence, and further agrees to update these lists as changes occur.

ACTRA agrees to notify the Institute of Canadian Advertising and the Association of Canadian Advertisers of changes in the rates of 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 the 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 shall be \$40.00 per group Background Performer per commercial. 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, 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 each radio session (notwithstanding the number of radio commercials produced at the session) for which the Performer is engaged. In the case of non-resident Performers, work permits to a maximum of three (3) will be required per Performer in a pool production.

SECTION 9 - Performer AUDITIONS

901 Preference in Auditions In order to comply with the requirements of Engager agrees that preference will be given to ACTRA members in the Performers for television and radio commercials.

902 No Auditioning for Background Performers The Engager agrees that Performers in Background Performer categories will be permitted unless the casting requirement and ACTRA is given prior notification respecting such requirements.

903 Auditions are not Demo Commercials Performer auditions are not with the testing of material or commercials for client purposes. Reference to "Commercials - Non-Broadcast" is in Sections 18 and 21. If a record subsequently used as a demo or test commercial, then the Performers engage the applicable fee.

904 Auditions/Interviews - Voice and Screen Tests Performers audition/interview must be given individual call times for the audition/interview Engager. A Performer who is dismissed within one (1) hour from the time he/she reports for an audition/interview, shall not be entitled to any compensation. An audition may include an individual "mike test" on or off-camera, provided that not required to read or speak lines he/she has been given outside the place of the Performer audition may also include on-camera silent screening.

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

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

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

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

905 Improv Fee Any Performer who takes part in an audition, interview or commercial work/session in which no script is provided (per Article 904), must be advised that this is the case prior to the audition. Each Performer participating in such an audition, interview or Callback shall be paid \$50.00/ 51.00/ 52.00 per auditions/ Callback as an Improv fee.

Television and Radio

Audition tapes must be made available to ACTRA upon its request provided that ACTRA's request is made within forty-eight (48) hours from 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.

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 fifteen (15) working days of the date of the invoice.

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

906 Fee for Being Detained in Audition A Performer who is detained by the Engager for more than one (1) hour on such an audition/interview shall be compensated for all excess time over the hour at the rate of **\$56.50/ 57.50/ 58.50** per hour or part thereof.

In order to entitle the Performer to compensation, the call for an interview must be for a definite time and must have been requested by the Engager. If the audition is on time, and the Performer is more than ten (10) minutes late, he/she shall not be entitled to any compensation. If the Performer is late, but their time slot has yet to be called to audition, then he/she shall be entitled to compensation, with the one-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 **\$56.50/ 57.50/ 58.50** fee provided in paragraph 1 above, except in the 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 **\$56.50/ 57.50/ 58.50** fee provided in paragraph 1 above, except in the case when the fee is otherwise required to be paid. It is understood that this provision does not apply to auditions involving children.

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 Article 909, representatives of the Engager conducting the auditions are obligated to ensure that 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 ten (10) days following the audition.
- (c) It is the obligation of ACTRA to invoice the Engager on behalf of those Performers who were called back for a second and subsequent audition. The Engager shall be obligated to remit payment of the ACTRA invoice within fifteen (15) days of the date of the invoice.

Television and Radio

908 Fee for Taking Part in Another Performers' Audition Any Performer specifically engaged for the purpose of taking part in another Performer's audition or individual voice or on-camera test shall be paid at the rate of **\$56.50/ 57.50/ 58.50** per hour with a guarantee of **\$226.00/ 230.50/ 235.00** and shall be provided with a contract.

909 Audition Report Time Sheet At all auditions, a two-part Audition Report Time Sheet will be provided by the Engager for Performers to log their scheduled audition call times and the end time of their audition. It shall be the obligation of representatives of the Engager conducting the audition to ensure that Audition Report Time Sheets are present at each audition session, that they are properly completed and mailed to the local ACTRA office and the ICA office so as to be received within ten (10) days following the audition.

Television

910 Special Wardrobe A Performer who is required to provide special wardrobe as defined in Article 1402 at an audition shall be paid a fee of **\$53.00/ 54.00/ 55.00**.

Television and Radio

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

912 Gang Casting Performers shall be auditioned one at a time for commercials in which a single Performer carries the commercial, or is the single spokesperson.

913 Hold A "Hold" is a courtesy device to which there is no obligation attached to the Performer by the Engager or their representative until a confirmed booking is received. (Refer to Section 424).

914 Audition Environment

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

- (a) a closed audition space with proper lighting and adequate acoustic insulation to ensure the Performer's privacy;
- (b) properly placed cue cards for eye line or Teleprompter if there is substantial dialogue.

In any case, Audition Report Time sheets (Appendix B, Part A & B) will be completed by the Casting Director and the Performer.

SECTION 10 - INTENT TO PRODUCE

1001 Intent to Produce

- (a) Prior to production, the Engager shall advise the nearest local office of ACTRA of the Engager's intention to produce a television or radio commercial(s); the location of the production, the names and ages of any children engaged for the production, and the date(s) of production. Such information may be verbal rather than written.
- (b) Whenever daily call sheets are prepared and released by an Engager, a copy of the complete call sheet shall be faxed to the nearest local ACTRA office, prior to the production day.

1002 Performer's Call Where possible, notice of Performer's engagement shall be confirmed by the Engager to the Performer or the Performer's agent, and mutually understood forty-eight (48) hours prior to the session day. Terms of engagement shall include appropriate details regarding:

- Performance category and fee
- Location
- Wardrobe, if applicable
- Make-up, if applicable
- Identity of advertising agency, product sponsor
- Identity of talent agent
- Identity of production house
- Number of commercials
- Time of call
- Number of production days
- Provision of script

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

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

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

1003A Contracts shall be Provided Performers engaged at above minimum fees may demand and receive a copy of their contract twenty-four (24) hours prior to the commencement of work. Contracts for all other Performers shall be available to the Performers at least fifteen (15) minutes prior to the commencement of work.

Television and Radio

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

1005 Access to Studio An accredited representative of ACTRA shall be admitted at any reasonable time to the place where Performers are working in a commercial production, provided the permission of the Engager is secured.

1006 Continuing Contracts In the case of continuing contracts with Performers, the Engager if requested shall provide ACTRA with a sworn affidavit of each clause in the Performer's contract which refers to any matter or provision of this Agreement for the purpose of guaranteeing that a Performer on a continuing contract shall not perform for fees and other conditions of work less than provided under the terms of this Agreement.

Television

1007 Screening Upon request, an ACTRA representative shall have the right to screen an approved commercial(s). If, however, any costs are incurred for this screening of commercials, ACTRA will make full payment for time and facilities.

SECTION 11 - PUBLIC SERVICE ANNOUNCEMENTS

Television and Radio

1101 Consultation with ACTRA Prior to the production of commercials which could be categorized as *Public Service or Charitable* in nature, the Engager shall consult with ACTRA pertaining to the following matters insofar as the engagement of Performers is concerned. For purposes of this provision, sponsored charitable events (e.g. Chevrolet Mother & Daughter Walk for the Heart and Stroke Foundation) may be considered to be Public Service commercials.

- (a) Qualification either by work permit or waiver permit of non-ACTRA members.
- (b) The nature of payment (if any) with reference to both session and residuals vis-a-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 and submit Performers' waivers in writing to ACTRA.
- (c) Information as to whether the air-time is donated or partially donated by station and/or agencies.
- (d) Information as to any other service such as production services, etc., which may or may not be donated.

Where the consultation between Engager and ACTRA is primarily verbal, a written confirmation of the discussion will follow.

**SECTION 12 - WORK SESSION AND WORK SESSION
PAYMENTS - TELEVISION**

1201 Work Session A basic work session shall not consist of more than ten (10) consecutive hours in any day, inclusive of one (1) meal period of at least one (1) hour 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 1214. The maximum work hours for children shall not exceed eight (8) consecutive hours per day excluding meal breaks (per Article 1605).

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

Television**1202 Session Fee****Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02**

Category	Year	Session Fee	Hours	Hourly Work Time Up to 9 Hours
<i>Principal or Solo Singer (on-camera)</i>	1	\$535.50	9	\$67.50
	2	\$546.00	9	\$69.00
	3	\$557.00	9	\$70.50
<i>Silent-On-Camera</i>	1	\$535.50	9	\$67.50
	2	\$546.00	9	\$69.00
	3	\$557.00	9	\$70.50
<i>Voice-over or Solo Singer (off-camera)</i>	1	\$390.50	4	\$56.50
	2	\$398.50	4	\$57.50
	3	\$406.50	4	\$58.50
<i>Demonstrator</i>	1	\$535.50	9	\$67.50
	2	\$546.00	9	\$69.00
	3	\$557.00	9	\$70.50
<i>Group Singer</i>	1	\$168.50	1**	\$56.50
	2	\$172.00	1**	\$57.50
	3	\$175.50	1**	\$58.50
<i>Background Performer</i>	1	\$327.50	9	\$41.50
	2	\$334.00	9	\$42.50
	3	\$340.50	9	\$43.50
<i>Group Background Performer</i>	1	\$218.50	9	\$27.50
	2	\$223.00	9	\$28.00
	3	\$227.50	9	\$28.50
<i>Stunt Performer</i>	1	\$535.50	9	\$67.50
	2	\$546.00	9	\$69.00
	3	\$557.00	9	\$70.50
<i>Stunt Coordinator</i>	1	\$713.50	9	\$88.50
	2	\$728.00	9	\$90.50
	3	\$742.50	9	\$92.50

NB: Refer to Section 16 when children are engaged.

Television**1202 Additional/Work Time/Overtime****Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02**

Category	Year	Additional Work Time 9th & 10th Hours	Hourly Overtime 11th Hour & On
<i>Principal or Solo Singer (on-camera)</i>	1	\$87.50	\$100.00
	2	\$89.50	\$102.00
	3	\$91.50	\$104.00
<i>Silent-On-Camera</i>	1	\$87.50	\$100.00
	2	\$89.50	\$102.00
	3	\$91.50	\$104.00
<i>Voice-over or Solo Singer (off-camera)</i>	1	\$71.00	\$87.50
	2	\$72.50	\$89.50
	3	\$74.00	\$91.50
<i>Demonstrator</i>	1	\$87.50	\$100.00
	2	\$89.50	\$102.00
	3	\$91.50	\$104.00
<i>Group Singer</i>	1	\$71.00	\$87.50
	2	\$72.50	\$89.50
	3	\$74.00	\$91.50
<i>Background Performer</i>	1	\$50.50	\$62.50
	2	\$51.50	\$64.00
	3	\$52.50	\$65.50
<i>Group Background Performer</i>	1	\$34.50	\$41.50
	2	\$35.00	\$42.50
	3	\$35.50	\$43.50
<i>Stunt Performer</i>	1	\$87.50	\$100.00
	2	\$89.50	\$102.00
	3	\$91.50	\$104.00
<i>Stunt Coordinator</i>	1	\$108.00	\$133.00
	2	\$110.00	\$135.50
	3	\$112.00	\$138.00

NB: Refer to Section 16 when children are engaged.

Television

For clarification of Hourly Work Time, Additional Work Time and Overtime see Article 1208, 1209 and 1605 (Children's).

(For other categories, refer to Section 2, "Definitions").

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

The **\$168.50/ 172.00/ 175.50** session fee and one (1) hour 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 **\$168.50/ 172.00/ 175.50** 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 **\$56.50/ 57.50/ 58.50** per hour or any portion thereof.

Each Performer shall be compensated at no less than a minimum session fee for each commercial in which the Performer's services were utilized or the total number of days which 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 **\$1,606.50/ 1,638.00/ 1,671.00** for the three (3) days service which shall also constitute payment for the two (2) 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 **\$535.50/ 546.00/ 557.00** which shall constitute the initial session fee, as well as payment for one (1) commercial and, in addition, **\$1,071.00/ 1,092.00/ 1,114.00** 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 (3) commercials. Photography is completed for all three (3) commercials on the third day. The Performer shall be paid session fees of **\$1,606.50/ 1,638.00/ 1,671.00 (3 x \$535.50/ 546.00/ 557.00)** for three (3) days services, which shall also constitute session fee payments for the three (3) commercials.

1203 Demo and Test Commercials - Session Fees

- (a) **All Categories Except Group Singers** Performers engaged in demo or test commercials in performance categories other than group singers shall be paid fifty percent (50%) of the applicable session fee. The number of work hours in the applicable basic work session shall be fifty percent (50%) of the number provided in Article 1202. Hours worked beyond the basic work session shall be paid at the full hourly work time rates, additional work time rates and overtime rates.

These rates and conditions apply individually to each demo or test commercial in which the Performer is engaged. Definition and application of demo and test commercials is in accordance with Article 1822.

Television

- (b) **Group Singers** If a group singer session has been called for the production of demo cuts, the fee of **\$168.50/ 172.00/ 175.50** and one (1) hour of included work time shall entitle the Engager to two (2) demo cuts limited to the same product. The Engager may be entitled to a third demo cut for the same product in the same work session at an additional fee of **\$83.50/ 85.00/ 86.50** and to an additional half hour of work time. If, in a demo session, the Engager is producing only two (2) demo cuts for the same product and requires additional time beyond one (1) hour, such additional time worked shall be payable at the rate of **\$56.50/ 57.50/ 58.50** per hour or any portion thereof. If a second (or additional) demo cut is made for different product(s) from the first, such cut shall be paid for additionally, at the rate of **\$168.50/ 172.00/ 175.50** for two (2) cuts per product and one (1) hour of included work time.

If an Engager puts only one (1) demo cut from a work session into broadcast use, residual fees shall be payable as provided in this Agreement. No retroactive adjustment need be made with reference to the session fee. However, in the event an Engager puts a second, third or subsequent demo cut from the same work session into broadcast use in addition to the first demo cut, there shall be a retroactive adjustment in the session fees to equal a minimum fee of **\$168.50/ 172.00/ 175.50** per final cut.

- (c) **Presentation Demo** An Engager may produce a presentation demo, but such demo may not be upgraded without the additional payment of a full session fee. Two (2) presentation demos may be produced in a session, the minimum guarantee for which shall be **\$208.50/ 212.50/ 217.00** for all performance categories. Any additional presentation demos produced at the same session beyond two (2) shall be paid at the rate of **\$104.50/ 106.50/ 108.50** per demo. The number of work hours shall be fifty percent (50%) of the hours as provided in Article 1202. Any additional time worked beyond the included work hours is payable at the hourly work time, the additional work time, or overtime rates provided in Article 1202.

1204 Pre-recording and/or Post-Synchronization A principal Performer may be called for pre-recording or post-synchronization on a day other than the session day or days (either prior to or subsequent to the session day). A pre-recording or post-synchronization call shall be paid at the recall rate provided in Articles 1211 and 1213 and such compensation shall be in addition to compensation for other work sessions, such as session fees and recall fees.

1205 Local Discount on Session Fee Session fees for commercials produced in a centre with a unit value of five (5) units or less as tabulated in the Unit Weighting Table in Article 1802A of this Agreement shall be subject to discount when the commercial is limited to use within the same market. The discount shall be based on the category of performance and the unit value of the markets as provided in the following table (Article 1207). The Performer will be advised at the time of booking that a discount applies and the discount will be noted on the Performer's contract. Failure to provide the proper notification to the Performer will negate the application of the discount.

1206 Regional Discount on Session Fee Session fees may be discounted for commercials produced in a centre with a unit value of five (5) units or less as tabulated in the Unit Weighting Table in Article 1802A of this Agreement when such commercial is limited to use within markets with a cumulative unit value of five (5) units or under. The discount shall be as

Television

provided in the following table (Article 1207), based on the category of performance and the cumulative unit value of the combined markets as tabulated in the Unit Weighting Table in Article 1802A. The Performer will be advised at the time of booking that a discount applies and the discount will be noted on the Performer's contract. Failure to provide the proper notification to the Performer will negate the application of the discount.

1207 Session Fee Discount Tables

Performers in residual categories S.O.C., V.O., and G.S.)		Performers in non- residual categories	
5 units	10%	5 units	5%
4 units	20%	4 units	10%
3 units	30%	3 units	15%
2 units	40%	2 units	20%
1 unit	50%	1 unit	25%

If any subsequent use of the commercial is extended beyond the original markets, a retroactive payment increasing the Performer's session fee to the full fee shall be made to each Performer engaged therein.

1208 Additional Work Time

- (a) **Principal, Silent-on-Camera, Demonstrator, Background Performer, Group Background Performer, Stunt Coordinator and Stunt Performer** Work time beyond nine (9) 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 in production**) shall be payable at the additional work time hourly rate as specified in Article 1202.
- (b) **Voice-Over/Solo Singer** When production is continued beyond the designated four (4) included work hours in Article 1202 (excluding an hour meal period) the fifth, sixth, seventh, eighth and ninth hours of work (**notwithstanding the number of commercials in production**) shall be payable at the hourly work time rate as specified in Article 1202. Additional work time for the tenth and eleventh hours of work or any portion thereof (**notwithstanding the number of commercials in production**) on any day shall be payable at the additional work time hourly rate as specified in Article 1202 and 1605 (Children).
- (c) **Group Singers** Please refer to the second paragraph following the Session Fee Table in Article 1202 and to Article 1203.

NB: Refer to Section 16 when children are engaged

1209 Overtime When production is continued beyond the additional work time allowed in any one day (i.e. ten (10) hours of work plus one (1) meal period as specified in this Agreement) (**notwithstanding the number of commercials produced during said day**), further hours worked or any portion thereof shall be called "overtime" and shall be payable at

Television

the overtime hourly rates as specified in Article 1202. "Overtime" rates shall only be applicable following additional work time.

1210 Night Work

- (a) Night work is defined as work between 11:00 p.m. and 6:00 a.m., except that a first call for the day at 5:00 a.m. or thereafter shall not constitute night work.

Performers shall receive for each hour of night work (excluding hours which are a continuation of a work session which commenced prior to 4:00 p.m.) double the appropriate additional work time hourly rate for the category of performance.

Two examples are as follows:

EXAMPLE 1

1st hour	6 - 7 p.m.
2nd hour	7 - 8 p.m.
3rd hour	8 - 9 p.m.
4th hour	9 - 10 p.m.
5th hour	10 - 11 p.m.
6th hour	11 - 12 Break
7th hour	12 - 1 a.m.
8th hour	1 - 2 a.m.
9th hour	2 - 3 a.m.

EXAMPLE 2

1st hour	7 - 8 p.m.
2nd hour	8 - 9 p.m.
3rd hour	9 - 10 p.m.
4th hour	10 - 11 p.m.
5th hour	11 - 12 midnight
6th hour	12 - 1 a.m. Break
7th hour	1 - 2 a.m.
8th hour	2 - 3 a.m.
9th hour	3 - 4 a.m.

In example 1, hours 7, 8, and 9 (3 hours in total) are payable at the premium rate. Principal Performer shall receive a premium payment of $3 \times (2 \times \$87.50 / 89.50 / 91.50) = \$525.00 / 537.00 / 549.00$ in addition to the regular session fee, i.e. a total of $\$1,060.50 / 1,083.00 / 1,106.00$.

In example 2, hours 5, 7, 8 and 9 (4 hours in total) should be paid at the premium rate. Silent-on-camera Performer shall receive a premium payment of $4 \times (2 \times \$87.50 / 89.50 / 91.50) = \$700.00 / 716.00 / 732.00$ in addition to the regular session fee, i.e. a total of $\$1,235.50 / 1,262.00 / 1,289.00$.

- (b) If night work is necessary by reason of:
- (i) Night shots required by the script, or
 - (ii) Difficulty in obtaining, during the daytime, access to the place (such as public building) to be photographed.

Each Performer shall be paid, in addition to their session fee, a premium of twenty-five percent (25%) of the appropriate hourly work time rate for each hour of such work. [NOTE: The 25% premium shall not be applicable to photography on stage or set. Such production shall attract the normal night rate referred to in Article 1210(a).]

Television

1211 Recall Prior to the first telecasting of a commercial(s) made for a particular sponsor and subsequent to completion of production of a commercial(s), Performers may be requested to return to work to correct a technical error in a 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 a commercial(s). Such work shall be designated as a "recall session". 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 1213 for 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.

1212 Preproduction Rehearsal Prior to the session day, Performers may be called for a dry run rehearsal. The preservation of the rehearsal performance including the use of still photographs is acceptable, providing that it is not used in any way for broadcast but is only for the purpose of client evaluation and approval. Fees for preproduction rehearsal shall be in addition to compensation for other work sessions such as session fees and recall fees and shall not be applied against residual payments. Performers in all on-camera categories shall be compensated for preproduction rehearsal at no less than 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.

Television**1213 Recall and Rehearsal Fees**

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Category	Year	Minimum Recall & Preproduction Rehearsal Fees	Hourly Work Time Rate
<i>Principal or Solo Singer (On-camera) (4 hours included work time)</i>	1	\$266.50	\$67.50
	2	\$272.00	\$69.00
	3	\$277.50	\$70.50
<i>Silent-On-Camera (4 hours included work time)</i>	1	\$266.50	\$67.50
	2	\$272.00	\$69.00
	3	\$277.50	\$70.50
<i>Voice-Over or Solo Singer (Off-camera) (2 hours included work time)</i>	1	\$169.50	\$56.50
	2	\$173.00	\$57.50
	3	\$176.50	\$58.50
<i>Demonstrator (4 hours included work time)</i>	1	\$266.50	\$67.50
	2	\$272.00	\$69.00
	3	\$277.50	\$70.50
<i>Group Singer (1 hour included work time)</i>	1	\$112.00	\$56.50
	2	\$114.00	\$57.50
	3	\$116.50	\$58.50
<i>Background Performers (4 hours included work time)</i>	1	\$164.00	\$41.50
	2	\$167.50	\$42.50
	3	\$171.00	\$43.50
<i>Group Background Performers (4 hours included work time)</i>	1	\$109.00	\$27.50
	2	\$111.00	\$28.00
	3	\$113.00	\$28.50
<i>Stunt Performers (4 hours included work time)</i>	1	\$266.50	\$67.50
	2	\$272.00	\$69.00
	3	\$277.50	\$70.50
<i>Stunt Coordinator (4 hours included work time)</i>	1	\$355.50	\$88.50
	2	\$362.50	\$90.50
	3	\$370.00	\$92.50

NB: Refer to Section 16 when children are engaged.

Television

1214 Meal Periods Unpaid meal periods of at least one (1) hour, and not more than one and one-half (1-1/2) hours, shall be given at regular intervals during work time, including any overtime. In no case shall the period between the beginning of the work session and the first meal period, nor between the end of one meal period and the beginning of the next meal period, exceed six (6) hours. If, however, the meal period is intended to be called after six (6) hours, then a substantial snack shall be served prior to the fifth hour of work. A 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. If the Engager fails to provide the required meal period, or if the meal period is for less than one (1) hour, the time so worked shall be considered work time, and payment shall be made therefor. In addition, each Performer shall be reimbursed the sum of **\$56.50/ 57.50/ 58.50** for each meal infringement. It is agreed, however, that the Engager shall not be required to give a meal period if a work session does not exceed five (5) hours. In the event that the first meal period of the day is called at the completion of five (5) hours' work, there will be no requirement for a substantial snack to be served. During the winter, at least one food item served during the meal break shall be hot or warm, e.g. soup.

When the session (or recall) begins at the normal time (i.e. 7:00 a.m. to 9:30 a.m.) for the commencement of a work day, then meal periods shall begin at a time close to the normal meal periods (i.e. 12:00 p.m. to 2:30 p.m. for lunch, and 6:00 p.m. to 8:30 p.m. for dinner) as the requirements of other participants in the production will permit. A meal break at the beginning of the sixth (6th) hour of work may be extended by fifteen (15) minutes without penalty for the completion of the shot where the completion of the first take of the shot is at least fifteen (15) minutes prior to the applicable meal period. It is the intent of this clause to allow a grace period for a shot already in progress and shall not be used for a new scene or setup.

In the event that meals and craft services are provided by the Engager to crew/production personnel, the same meal and craft services will be provided to all Performers. In such instances, an unpaid meal period of one-half (1/2) hour may be provided to Performers, under the following conditions: the unpaid one-half (1/2) hour can only be exercised once per day; all Performers must be broken at the same time; and the Performers must be provided a full half (1/2) hour, ie. the half (1/2) hour break begins when the last Performer is through the food line and sits down.

Where meal facilities are not readily available to Performers, the Engager shall be responsible for providing adequate food at no cost to the Performers.

1215 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 each Performer may not be required on set, or for wardrobe, make-up or production conference for the duration of the rest period.

1216 Rest Between Days Except when there has been additional work time or overtime during the work session, a Performer shall be compensated on production(s) by one Engager for the same client covering a span of consecutive days at double the Performer's hourly work time rate for each hour the Performer is required to work when the time span is less than

Television

twelve (12) hours between completion of the ninth hour of work in one session and commencement of the first hour of work the following day (See Article 1605 (Children)).

EXAMPLE:

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 nine (9) hours of work began at 9:00 a.m. and concluded at 7:00 p.m. (meal hour included) (See Article 1605 (Children)).

Engager wants to start very early the second morning to film exterior scenes. Because of Article 1216, however, he/she 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 in 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 at a minimum of double the Performer's hourly work time rate.

1217 Incidental Services Incidental services not specifically defined herein required of the Performers by the Engager connected with any engagement shall be paid for at the Performer's hourly work time rate (Article 1213).

EXAMPLES:

- (a) Performer may be asked to assist Engager by contacting other Performers to see if they are available to work, e.g. group singers or dancers.
- (b) 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) which Engager wishes to utilize during the filming.

1218 Doubling A Performer engaged to perform more than one (1) role (different characters within the commercial) in a single commercial shall be paid the minimum session fee and residual fee for each role. For example, but not limited to:

- (a) a Performer engaged to play an acting role (either SOC or PP) and as an announcer (VO);
- (b) a Performer engaged to play the role of a waiter (SOC) in one scene, and the role of a different person as 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, SOC, solo singer, group singer, off-camera voice or dancer when his/her role within the commercial is one character who does one or all these things as part of his/her single role.

Television and Radio

1219 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 such commercial shall be paid a fifty percent (50%) step up fee based upon the Performer's negotiated session and residual fees.

SECTION 13 - TRANSPORTATION, TRAVELLING AND LOCATION EXPENSES

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

- (a) **Transportation Expenses** Authorized actual transportation expenses on scheduled carriers covering economy air, or first class rail fare or such other transportation as bus or taxi; or an automobile mileage/kilometrage allowance.
- (b) A kilometrage allowance equal to the Canadian Automobile Association National average as amended from time to time, (currently \$0.349 per kilometre - See CAA Website www.caa.ca), if the Performer is required to use his own automobile.
- (c) **Per Diem** A per diem of **\$193.00** to cover all personal expenses (i.e. accommodation, meals, gratuities, etc.) when staying at a hotel or motel as authorized or where the Performer is required to travel outside of Canada, the actual amount of authorized expenses. If the Engager elects to provide actual accommodation (in lieu of expenses), the per diem allowance for meals (if they are not also provided) shall be **\$82.50**, which breaks down as follows:

Breakfast **\$16.50**; Lunch **\$23.50** and Dinner **\$42.50 = \$82.50**.

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 by the Engager when public transportation is not available. Where public transportation is available, the Engager may provide or pay 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 Performer (or Performer's agent) and the Engager.

1303 Travel Time Time spent in travel by the quickest means of regularly scheduled carrier by Performer shall be considered work time when the Performer is entitled to travel expenses under Article 1301. Such time shall be paid at the Performer's hourly work time rate per Article 1213. Such time shall not be computed to create an overtime situation. For purposes of computing compensation for time spent in travelling as specified herein, such hourly rates may be segmented in half-hour units.

Payment for time spent in travel shall not be in excess of nine (9) hours in any consecutive twenty-four (24) hour period.

Television and Radio

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 a minimum guarantee (i.e. nine (9) hours in the cast of a principal, silent-on-camera, demonstrator or stunt Performer). For example, a principal Performer called for a nine (9) hour day and released in seven (7) hours shall not be entitled to travel time allowance unless such travel time is in excess of two (2) hours. Such Performers may, however, be entitled to travel allowance as provided in Article 1301.

Television

SECTION 14 - WARDROBE

1401 Regular Wardrobe Any apparel which is included in the personal wardrobe of a Performer but not more than three (3) changes of apparel in any single commercial shall be considered as regular wardrobe. The Engager may not specify wardrobe requirements as a condition of engagement.

1402 Special Wardrobe Wigs, costumes, special appurtenances and clothes and apparel other than those specified in Article 1401 hereof shall be considered as special wardrobe.

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

The Engager shall furnish all principal Performers with all costumes except those customarily used by such Performer in his/her act when other than regular wardrobe is required.

1403 Special Personal Wardrobe Performers supplying special personal wardrobe shall receive maintenance fees for such wardrobe at the rate of \$17.00/ 17.50/ 18.00 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 the 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 repairs or replacement.

1404 Safekeeping of Personal Wardrobe/Effect The Engager shall provide adequate security with respect to the safekeeping of the Performer's personal wardrobe and personal effects while the Performer is on set or location. The Engager shall be fully liable for compensation for or loss of or damage to the Performer's personal wardrobe or personal effects when adequate security has not been provided.

1405 Time Spent in Make-up, Hairdress and Wardrobe Time spent in make-up, hairdress and/or wardrobe shall be considered as scheduled work time in all respects if immediately prior to the Performer's production call and at a place adjacent to the set or location. A Performer requested or required by the Engager to spend time in make-up, hairdress and/or wardrobe at times other than immediately prior to the Performer's production call, or to visit places, such as clothing suppliers, costumers, wig and/or appurtenance suppliers for the

Television

purpose of selecting, fitting or picking up such items shall be compensated for a minimum of one (1) hour of work time for each such visit. If actual time spent is in excess of one (1) hour, the Engager shall pay for such additional time at the Performer's hourly work time rate (Article 1213).

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

1406 Dressing Rooms and Rehearsal Facilities

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

SECTION 15 - HOLDING CALLS, POSTPONEMENTS AND CANCELLATIONS

Television and Radio

1501 Postponement In the event the Engager changes a Performer's booking or engagement to another day or days, then the Performer shall be paid in full the applicable session fee for the original day unless notice of change is given at least forty-eight (48) hours before the hour scheduled for work to commence. If forty-eight (48) hours notice has been given, no payment to the Performer shall be required for the original day. In the event that such changes in scheduled day(s) conflict with any confirmed engagement, then the Performer shall be compensated in full for the engagement which the Performer is unable to fulfill. The Engager has the right to request that the Performer supply reasonable verification of such conflicting engagement.

1502 Holding Call Engagers may elect to issue a holding call when weather or specified production factors may involve postponement of a day's production. Notice of a holding call must be identified and mutually understood at least twenty four (24) hours prior to the scheduled work session in order to constitute a valid holding call. After the Engager has given the twenty-four (24) hour notice period, the Engager must call the Performer at least two (2) hours prior to the original scheduled work time, to advise that the shoot day(s) has been rescheduled. In such case the Engager will be required to pay each Performer for such holding

Television and Radio

call the sum of \$268.00/ 273.50/ 279.00 (except in the case of Background Performers who shall be paid \$164.00/ 167.50/ 171.00, and group Background Performers who shall be paid \$109.00/ 111.00/ 113.00) for each day(s) production is postponed. Failure to announce such holding call within the time limits provided herein shall make the Engager liable for a full applicable session fee. Holding calls may be repeated until the production is satisfactorily completed.

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

1504 Failure to Render Service Failure or refusal of a Performer to render service as contracted with the Engager shall result in the forfeiture of payment for the unfulfilled commitment.

1505 Penalties for Lateness Performers are required to arrive ten (10) minutes before the scheduled work session. The ACTRA representative shall report all late arrivals to ACTRA for possible disciplinary action. In any event, the Engager may deduct from the Performer's fee double the applicable hourly work time rate for the period of lateness. A period of lateness of more than two (2) hours or half the applicable session, whichever is the lesser, may be deemed a failure to render service.

1506 Cancellation

- (a) **Cancellation of a Commercial** In the event of cancellation of a commercial or a day's production prior to the commencement of production, the Engager shall not be required to pay any fees to the Performers, provided notice of such cancellation is received by the Performer in advance of the first call by four (4) days in the case of a television commercial and forty-eight (48) hours in the case of a radio commercial. Should the Engager be unable to give full notice as above, the Engager will be liable for the applicable session fee.
- (b) **Cancellation of a Day's Production After Commencement of Work** In the event that one or more day's production is cancelled after the commencement of work, Performers who have been booked shall be paid, the applicable session fees for the entire booking.
- (c) **Cancelled Engagement** In the event that the Engager cancels a Performer's booking or engagement in a commercial which is actually produced, such Performer shall be paid in full the applicable fee, except where the cancellation occurred by reasons of unprofessional conduct.

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

SECTION 16 - CHILDREN

1601 Special Consideration Required The parties to this Agreement are very sensitive to the possibility of abuse when children are engaged to work on set or location. The parties agree that special consideration is required to protect children from fatigue and improper working conditions.

The parties to this Agreement affirm that the Engager shall comply with all relevant Federal, Provincial and local laws in effect in the jurisdiction where the production is being done. The conditions of this Section shall apply to the engagement of children under sixteen (16) years of age.

1602 Auditions Calls for auditions, interviews and individual voice and photographic tests, fittings, wardrobe tests, make-up tests and production conferences for children of school age shall be after school hours. Calls for actual production shall not be so limited. However, children shall not be required to work beyond 11:00 p.m. without the consent of the parent or guardian.

1603 Breaks Children shall not be continually required before the camera or under lights for longer periods of time during a work session than specified:

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

1604 Guardians In the event that the parents or a legal guardian of a child engaged in a television commercial are unable to be present on set, the parents or guardian shall designate a pro-tem guardian who shall be responsible for the child during the engagement.

1605 No Overtime Work shall not exceed eight (8) consecutive hours per day excluding meal breaks. **Overtime is not permitted.** Rest between work days must be a minimum of twelve (12) hours. However, with the written consent of the parent or guardian, a child Performer, **13 years of age or older**, may work a maximum of **two hours of additional work time** on any work day. Such additional work time may not be scheduled in advance.

1606 Work Permits for Stand-by Babies Permits for babies under three years of age engaged to stand-by shall cost **\$15.00**.

1607 Notification of Night Shoots Wherever possible, the Engager shall notify the parent or guardian seventy-two (72) hours in advance of a night shoot.

SECTION 17 - STUNT PERFORMANCE

1701 Definitions

(a) **Risk Performance**

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 which would normally be considered hazardous.

(b) **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 Performe 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.

(c) **Stunt Performer (ST)**

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. The category of Stunt Performer shall be a residual category provided the stunt is recognizable as a stunt in the final commercial.

(d) **Stunt Work**

Means Performer's work that is generally understood in the industry to be stunt work and includes the performance of a visual effect depicting a situation which would be considered dangerous, if such visual effect were not accomplished by a Stunt Performer

1702 Risk Performance

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

Television

- (b) At the time of booking and call a Performer and ACTRA shall be advised in writing, of the details of the Risk Performance or other like unusual circumstances which may be required during the course of the engagement.
- (c) Where it is not possible to engage a qualified Stunt Performer and other Performers are called upon to undertake a Risk or dangerous Performance they must either:
 - (i) Refuse to perform a risk or dangerous performance not specified at the time of engagement; but shall, nevertheless be fully paid for such engagement, or
 - (ii) Negotiate an additional fee for so doing.

Notwithstanding any agreement to proceed, the parties to this Agreement reserves the right to review the circumstances and require that a stunt fee be paid. If the parties fail to agree, the dispute may be referred to the Joint Standing Committee.

Payment of a higher fee to a Performer for a risk performance shall not deny the right of a Performer to any legal rights in the event of any injury to a Performer during work periods.

1703 Stunt Performance & 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 per nine (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. 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.**
- (b) The contracted fee in (a) (note **contracted fee, not minimum fee**) shall be exclusive of any performance provided by a stunt Performer in terms of providing an acting job such as 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 (a) above is applicable.

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

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

- (c) 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

Television

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 performance fee for the second performance may be discounted a further twenty-five percent (25%). A discount may not be applicable to the fees for additional re-performances beyond a total of three (3) performances on the same day.

- (d) In the event a stunt Performer is retained on a weekly basis (i.e. five (5) consecutive days) the minimum payable weekly fee shall be **\$2,142.00/ 2,185.00/ 2,228.50**. A stunt Performer working at such a minimum fee may perform one stunt per day for such fee; although prior to the performance of any stunt, the Performer and the Engager may negotiate an additional amount above minimum per stunt in relation to the danger, risk or difficulties involved.

1704 Audition

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

1705 Conditions of Engagement

- (a) Actual work involved in accomplishing the stunt including engineering and planning details, shall be satisfactory to the stunt Performer, particularly when the Performer has not been retained to engineer and/or plan the stunt as well as perform in it.
- (b) When a Stunt Performer is engaged to coordinate the preparation, set-up and execution of a stunt(s), such Performer shall be considered a Stunt Coordinator. The Coordinator may also be called upon to recommend and engage additional Stunt Performers who may be known to the Coordinator as a specialist in stunt work of the particular type needed, eg. 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 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 for a Stunt Coordinator shall be **\$713.50/ 728.00/ 742.50** for a nine hour (9) call. The additional work time hourly rate is **\$108.00/ 110.00/ 112.00** for the 10th hour of work and the overtime rate is **\$133.00/ 135.50/ 138.00** per hour for the 11th hour and on.

- (c) All stunts called for by script or story-board 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 which is unscripted may perform the stunt and shall have his/her fee adjusted to not less than a stunt Performer fee plus the contracted daily rate for the role for which the Performer was originally engaged.

Television

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 or 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.

SECTION 18 - COMPENSATION FOR USE AND RE-USE

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

- (a) One (1) unit for each 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 total 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 were totalled to create an unduplicated figure for each market.

Television

- (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) <u>Canadian Markets</u>	<u>Units</u>
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 Rivieres	2
Vancouver/Bellingham/Victoria*	6
Windsor	2
Winnipeg	3
Each additional Canadian market or market area* not listed	- 1 unit

NOTE: Okanagan/Kamloops and Regina/Moose Jaw are 1 unit Market Areas. *Lethbridge, Medicine Hat, Wingham, Sudbury, Timmins and Victoria can be purchased individually. When they are purchased individually they are each 1 Unit Market Areas.

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

Seattle, Washington	5
Watertown, N.Y.	2
Detroit, Michigan	2
Erie, Pennsylvania	2

Television

Other "Border Stations" listed below - 1 unit each.

Bangor
Bay City
Cheboygan
Cleveland
Devil's Lake
Duluth
Fargo/Grand Forks
Great Falls
Havre, Mont.
Marquette
Minot
Presqu'ile

Traverse City
Rochester
Poland Springs
Flint
Spokane
Superior
Syracuse
Tacoma
Toledo
Valley City/Fargo
Williston

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

1803 Calculation of Wild Spot and Network Spot Commercials All spot commercial fees are payable for each thirteen (13) week use and such payment will cover all uses in that period. Payment shall be made in accordance with the rates in 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 Uses** 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.

Television

EXAMPLES:

- (1) Advertiser schedules Wild Spots in following markets for thirteen (13) weeks.

St. John's	2
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

60 units Table A Wild Spots - 13 week cycle

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Principal Performer	\$ 847.35	864.30	881.55
Silent-on-Camera	566.45	577.80	589.40
Voice-Over	447.15	456.05	465.15
Group Singer	<u>251.20</u>	<u>256.25</u>	<u>261.40</u>
	\$2,112.15	2,154.40	2,197.50

- (2) Same advertiser schedules Spots in the same markets but as Network Spots for thirteen (13) weeks. 60 units Table B - 13 week cycle.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Principal Performer	\$1,185.00	1,208.70	1,232.85
Silent-on-Camera	791.85	807.65	823.75
Voice-Over	593.05	604.95	617.10
Group Singer	<u>318.00</u>	<u>324.40</u>	<u>330.90</u>
	\$2,887.90	2,945.70	3,004.60

- (3) Advertiser schedules Wild Spots in same markets (60 units) and also cuts in Network Spots in Ontario markets on a program:

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.

Television

- (4) Advertiser schedules network spots in same markets (60 units) and adds Wild Spots in following markets:

Montreal (F)	14 units
Quebec (F)	3 units
London/Wingham	<u>4 units</u>
TOTAL	21 units
PLUS	<u>60 Network Spots</u>
TOTAL	81 units

All calculated as Network Spots, Table B.

- (5) Advertiser schedules Wild Spots in same market listed as Example 4 - 81 units as Wild Spots and also cuts in Network Spots in Edmonton and Calgary on a program: result, 5 units Network spots, but as they are already in Wild Spot total: 81 units total all calculated as Network Spots - Table B.

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

Television

1804 Wild Spot Commercials

NATIONAL TABLE A YEAR 1 - Feb. 1/99 - Jan. 31/00

Cumulative Payment of Wild Spot Commercials for one cycle of 13 Weeks Use

	Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
Vancouver	1 - 5	417.15	305.65	204.15	122.20
	6	427.95	312.65	211.70	126.10
	7	439.30	319.80	218.75	130.40
	8	450.50	326.80	226.15	134.50
	9	461.45	333.70	233.25	138.70
Montreal	10	472.70	340.60	240.50	142.85
	11	483.75	347.30	247.55	145.55
	12	494.80	354.40	254.95	148.90
	13	506.35	361.60	262.75	151.50
	14	520.95	368.00	269.85	154.70
	15	528.25	375.30	276.80	157.80
Toronto	16	539.35	382.20	284.40	160.30
	17	555.65	389.05	291.45	163.75
	18	566.45	395.90	298.60	166.60
	19	572.35	402.90	306.05	169.60
	20	583.95	409.85	313.20	172.40
	21	595.15	415.40	320.75	175.60
	22	606.30	421.25	328.20	178.50
	23	617.60	427.00	335.30	181.55
	24	628.50	431.90	342.25	184.95
	25	639.35	438.30	350.20	187.05
	26	650.65	444.40	354.20	190.60
	27	662.10	449.75	358.65	192.75
	28	672.95	455.15	363.00	195.25
	29	684.30	461.25	367.35	197.85
	30	695.55	466.75	371.90	200.60
	31	703.95	472.70	376.00	203.05
	32	711.80	478.25	380.75	205.65
	33	720.60	483.75	385.10	208.10
	34	729.05	489.55	389.40	211.20
	35	737.55	494.85	393.75	213.60
	36	746.00	499.20	397.05	216.05
	37	754.15	503.35	400.10	218.65
	38	762.75	508.10	403.70	221.15
	39	770.95	511.85	406.20	223.60
	40	779.45	516.20	409.70	226.40
	41	785.25	518.90	412.50	228.30
	42	790.75	524.60	415.85	230.70
	43	796.40	528.80	418.75	232.50
	44	802.25	533.10	421.65	235.10
	45	807.65	537.05	424.90	236.90
	46	813.65	541.35	428.20	239.55
	47	819.30	545.65	431.25	241.60
	48	825.00	549.85	434.40	243.70
	49	830.65	554.00	437.60	245.85
	50	836.35	558.15	440.85	248.00
	51 and over add per unit	1.10	0.83	0.63	0.32
	e.g. 60	847.35	566.45	447.15	251.20
	83	872.65	585.54	461.64	258.56
	88	878.15	589.69	464.79	260.16

Television

1804 Wild Spot commercials

NATIONAL TABLE A YEAR 2 - Feb. 1/00 - Jan. 31/01

Cumulative Payment of Wild Spot Commercials for one cycle of 13 Weeks Use

	Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
Vancouver	1 - 5	425.55	311.75	208.25	124.65
	6	436.50	318.90	215.95	128.60
	7	448.10	326.20	223.15	133.00
	8	459.50	333.35	230.65	137.20
	9	470.70	340.35	237.90	141.45
Montreal	10	482.15	347.40	245.30	145.70
	11	493.45	354.25	252.50	148.45
	12	504.70	361.50	260.05	151.90
	13	516.50	368.85	268.00	154.55
	14	531.35	375.35	275.25	157.80
Toronto	15	538.80	382.80	282.35	160.95
	16	550.15	389.85	290.10	163.50
	17	566.75	396.85	297.30	167.05
	18	577.80	403.80	304.55	169.95
	19	583.80	410.95	312.15	173.00
	20	595.65	418.05	319.45	175.85
	21	607.05	423.70	327.15	179.10
	22	618.45	429.70	334.75	182.05
	23	629.95	435.55	342.00	185.20
	24	641.05	440.55	349.10	188.65
	25	652.15	447.05	357.20	190.80
	26	663.65	453.30	361.30	194.40
	27	675.35	458.75	365.80	196.60
	28	686.40	464.25	370.25	199.15
	29	698.00	470.50	374.70	201.80
	30	709.45	476.10	379.35	204.60
	31	718.05	482.15	383.50	207.10
	32	726.05	487.80	388.35	209.75
	33	735.00	493.45	392.80	212.25
	34	743.65	499.35	397.20	215.40
	35	752.30	504.75	401.65	217.85
	36	760.90	509.20	405.00	220.35
	37	769.25	513.40	408.10	223.00
	38	778.00	518.25	411.75	225.55
	39	786.35	522.10	414.30	228.05
	40	795.05	526.50	417.90	230.95
	41	800.95	529.30	420.75	232.85
	42	806.55	535.10	424.15	235.30
	43	812.35	539.40	427.15	237.15
	44	818.30	543.75	430.10	239.80
	45	823.80	547.80	433.40	241.65
	46	829.90	552.20	436.75	244.35
	47	835.70	556.55	439.90	246.45
	48	841.50	560.85	443.10	248.55
	49	847.25	565.10	446.35	250.75
	50	853.10	569.30	449.65	252.95
	51 and over add per unit	1.12	0.85	0.64	0.33
	e.g. 60	864.30	577.80	456.05	256.25
	83	890.06	597.35	470.77	263.84
	88	895.66	601.60	473.97	265.49

Television

1804 Wild Spot Commericals

NATIONAL TABLE A YEAR 3 - Feb. 1/01 - Jan. 31/02

Cumulative Payment of Wild Spot Commericals for one cycle of 13 Weeks Use

	Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
Vancouver	1 - 5	434.05	318.00	212.40	127.15
	6	445.25	325.30	220.25	131.15
	7	457.05	332.70	227.60	135.65
	8	468.70	340.00	235.25	139.95
	9	480.10	347.15	242.65	144.30
Montreal	10	491.80	354.35	250.20	148.60
	11	503.30	361.35	257.55	151.40
	12	514.80	368.75	265.25	154.95
	13	526.85	376.25	273.35	157.65
	14	542.00	382.85	280.75	160.95
	15	549.60	390.45	288.00	164.15
	16	561.15	397.65	295.90	166.75
Toronto	17	578.10	404.80	303.25	170.40
	18	589.35	411.90	310.65	173.35
	19	595.50	419.15	318.40	176.45
	20	607.55	426.40	325.85	179.35
	21	619.20	432.15	333.70	182.70
	22	630.80	438.30	341.45	185.70
	23	642.55	444.25	348.85	188.90
	24	653.85	449.35	356.10	192.40
	25	665.20	456.00	364.35	194.60
	26	676.90	462.35	368.55	198.30
	27	688.85	467.95	373.10	200.55
	28	700.15	473.55	377.65	203.15
	29	711.95	479.90	382.20	205.85
	30	723.65	485.60	386.95	208.70
	31	732.40	491.80	391.15	211.25
	32	740.55	497.55	396.10	213.95
	33	749.70	503.30	400.65	216.50
	34	758.50	509.35	405.15	219.70
	35	767.35	514.85	409.70	222.20
	36	776.10	519.40	413.10	224.75
	37	784.65	523.65	416.25	227.45
	38	793.55	528.60	420.00	230.05
	39	802.10	532.55	422.60	232.60
	40	810.95	537.05	426.25	235.55
	41	816.95	539.90	429.15	237.50
	42	822.70	545.80	432.65	240.00
	43	828.60	550.20	435.70	241.90
	44	834.65	554.65	438.70	244.60
	45	840.30	558.75	442.05	246.50
	46	846.50	563.25	445.50	249.25
	47	852.40	567.70	448.70	251.40
	48	858.35	572.05	451.95	253.50
	49	864.20	576.40	455.30	255.75
	50	870.15	580.70	458.65	258.00
	51 and over add per unit	1.14	0.87	0.65	0.34
	e.g. 60	881.55	589.40	465.15	261.40
	83	907.77	609.41	480.10	269.22
	88	913.47	613.76	483.35	270.92

Television

1805 Network Spot Commercials

NATIONAL TABLE B YEAR 1 – Feb. 1/99 - Jan. 31/00

Cumulative Payment of Network Spot, or Wild Spot and Network Spot Commercials
for one cycle of 13 Weeks Use

	Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
	1 - 5	583.35	427.85	272.15	155.75
Vancouver	6	598.80	437.40	282.00	160.55
	7	614.35	447.10	292.00	165.85
	8	630.40	456.70	301.55	171.00
	9	646.10	466.65	312.20	176.35
	10	661.20	476.20	321.55	181.25
Montreal	11	677.25	485.85	331.50	185.25
	12	692.55	495.45	341.40	189.30
	13	708.00	504.80	351.25	193.35
	14	724.00	514.90	361.60	197.55
	15	739.55	524.55	371.15	201.30
	16	755.05	533.70	380.75	205.10
Toronto	17	770.45	543.60	390.50	209.45
	18	786.30	553.25	400.10	213.25
	19	801.45	563.10	409.80	216.85
	20	817.30	572.35	419.75	222.40
	21	833.15	580.70	428.70	224.60
	22	848.70	588.80	438.40	227.90
	23	864.20	597.00	448.35	231.25
	24	879.45	605.50	457.75	234.85
	25	895.50	613.60	467.35	238.45
	26	910.75	621.35	473.55	241.85
	27	926.35	629.75	479.65	245.30
	28	941.05	637.80	485.50	248.70
	29	956.70	646.25	491.45	251.80
	30	971.95	654.15	497.55	255.60
	31	984.25	662.30	503.30	259.05
	32	995.75	669.90	508.90	262.00
	33	1007.45	677.85	515.20	265.25
	34	1019.70	683.20	520.90	268.30
	35	1031.30	693.50	527.25	271.50
	36	1043.20	699.80	531.20	275.00
	37	1055.05	705.80	535.15	278.20
	38	1066.85	711.60	538.95	281.50
	39	1079.00	717.35	542.90	284.55
	40	1090.55	723.50	547.00	287.70
	41	1098.65	729.05	550.85	290.05
	42	1106.30	734.75	554.85	293.15
	43	1114.15	740.95	558.50	295.95
	44	1122.50	746.45	562.55	298.55
	45	1130.15	751.75	566.75	301.45
	46	1138.50	757.95	570.15	303.85
	47	1146.05	763.20	574.15	306.05
	48	1153.90	768.50	577.75	308.85
	49	1161.90	774.75	581.50	310.90
	50	1169.80	780.25	585.55	313.80
	51 and over add per unit	1.52	1.16	0.75	0.42
	e.g. 60 CTV	1185.00	791.85	593.05	318.00
	83 CBC	1219.96	818.53	610.30	327.66
	88 CTV/CBC	1227.56	824.33	614.05	329.76

Television

1805 Network Spot Commercials

NATIONAL TABLE B YEAR 2 - Feb. 1/00 - Jan. 31/01

Cumulative Payment of Network Spot, or Wild Spot and Network Spot Commercials
for one cycle of 13 Weeks Use

	Market Unit	Principal	Silent-on- Camera	Solo-Singer/ Voice-Over	Group Singer
Vancouver	1 - 5	595.00	436.40	277.60	158.85
	6	610.80	446.15	287.65	163.75
	7	626.65	456.05	297.85	169.15
	8	643.00	465.85	307.60	174.40
	9	659.00	476.00	318.45	179.90
Montreal	10	674.40	485.70	328.00	184.90
	11	690.80	495.55	338.15	188.95
	12	706.40	505.35	348.25	193.10
	13	722.15	514.90	358.30	197.20
	14	738.50	525.20	368.85	201.50
Toronto	15	754.35	535.05	378.55	205.35
	16	770.15	544.35	388.35	209.20
	17	758.85	554.45	398.30	213.65
	18	802.05	564.30	408.10	217.50
	19	817.50	574.35	418.00	221.20
	20	833.65	583.80	428.15	226.85
	21	849.80	592.30	437.25	229.10
	22	865.65	600.60	447.15	232.45
	23	881.50	608.95	457.30	235.90
	24	897.05	617.60	466.90	239.55
	25	913.45	625.85	476.70	243.20
	26	928.95	633.80	483.00	246.70
	27	944.90	642.35	489.25	250.20
	28	959.85	650.55	495.20	253.65
	29	975.85	659.20	501.30	256.85
	30	991.40	667.25	507.50	260.70
	31	1003.95	675.55	513.35	264.25
	32	1015.65	683.30	519.10	267.25
	33	1027.60	691.40	525.50	270.55
	34	1040.10	696.85	531.30	273.65
	35	1051.95	707.35	537.80	276.95
	36	1064.05	713.80	541.80	280.50
	37	1076.15	719.90	545.85	283.75
	38	1088.20	725.85	549.75	287.15
	39	1100.60	731.70	553.75	290.25
	40	1112.35	737.95	557.95	293.45
	41	1120.60	743.65	561.85	295.85
	42	1128.45	749.45	565.95	299.00
	43	1136.45	755.75	569.65	301.85
	44	1144.95	761.40	573.80	304.50
	45	1152.75	766.80	578.10	307.50
	46	1161.25	773.10	581.55	309.95
	47	1168.95	778.45	585.65	312.15
	48	1177.00	783.85	589.30	315.05
	49	1185.15	790.25	593.15	317.10
	50	1193.20	795.85	597.25	320.10
	51 and over add per unit	1.55	1.18	0.77	0.43
	e.g. 60 CTV	1208.70	807.65	604.95	324.40
	83 CBC	1244.35	834.79	622.66	334.29
	88 CTV/CBC	1252.10	840.69	626.51	336.44

Television

1805 Network Spot Commercials

NATIONAL TABLE B YEAR 3 – Feb. 1/01 - Jan. 31/02

Cumulative Payment of Network Spot, or Wild Spot and Network Spot Commercials
for one cycle of 13 Weeks Use

	Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
Vancouver	1 - 5	606.90	445.15	283.15	162.05
	6	623.00	455.05	293.40	167.05
	7	639.20	465.15	303.80	172.55
	8	655.85	475.15	313.75	177.90
	9	672.20	485.50	324.80	183.50
Montreal	10	687.90	495.40	334.55	188.60
	11	704.60	505.45	344.90	192.75
	12	720.55	515.45	355.20	196.95
	13	736.60	525.20	365.45	201.15
	14	753.25	535.70	376.25	205.55
Toronto	15	769.45	545.75	386.10	209.45
	16	785.55	555.25	396.10	213.40
	17	801.55	565.55	406.25	217.90
	18	818.10	575.60	416.25	221.85
	19	833.85	585.85	426.35	225.60
	20	850.30	595.50	436.70	231.40
	21	866.80	604.15	446.00	233.70
	22	882.95	612.60	456.10	237.10
	23	899.15	621.15	466.45	240.60
	24	915.00	629.95	476.25	244.35
	25	931.70	638.35	486.25	248.05
	26	947.55	646.50	492.65	251.65
	27	963.80	655.20	499.05	255.20
	28	979.05	663.55	505.10	258.70
	29	995.35	672.40	511.35	262.00
	30	1011.25	680.60	517.65	265.90
	31	1024.05	689.05	523.60	269.55
	32	1035.95	696.95	529.50	272.60
	33	1048.15	705.25	536.00	275.95
	34	1060.90	710.80	541.95	279.10
	35	1073.00	721.50	548.55	282.50
	36	1085.35	728.10	552.65	286.10
	37	1097.65	734.30	556.75	289.45
	38	1109.95	740.35	560.75	292.90
	39	1122.60	746.35	564.85	296.05
	40	1134.60	752.70	569.10	299.30
	41	1143.00	758.50	573.10	301.75
	42	1151.00	764.45	577.25	305.00
	43	1159.20	770.85	581.05	307.90
	44	1167.85	776.65	585.30	310.60
	45	1175.80	782.15	589.65	313.65
	46	1184.50	788.55	593.20	316.15
	47	1192.35	794.00	597.35	318.40
	48	1200.55	799.55	601.10	321.35
	49	1208.85	806.05	605.00	323.45
	50	1217.05	811.75	609.20	326.50
	51 and over add per unit	1.58	1.20	0.79	0.44
	e.g. 60 CTV	1232.85	823.75	617.10	330.90
	83 CBC	1269.19	851.35	635.27	341.02
	88 CTV/CBC	1277.09	857.35	639.22	343.22

Television

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 Tables D and E, unless the prepaid buy-out is paid in accordance with Table C.

- (a) **Minimum Guarantee per Cycle** For each cycle of use of a program (non-prime time or prime time) commercial 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 Table in Article 1807). Subsequent use payments within the cycle calculated in accordance with Article 1806-C or the Table in Articles 1807 or 1808 may be credited against such minimum guarantee at the end of the cycle.
- (b) **Broadcast Lag** In the case of all program commercials where all broadcasts of the same episode do not occur on the same date and time on all stations, the advertising agency shall file with ACTRA, a declaration outlining the list of markets involved in such a situation; and it shall be deemed that one play of a given commercial within a given program on all such stations shall constitute one use of such commercial, and shall be paid as a single use based on the total cumulative unit weight of all the markets concerned.
- (c) **Buy-out of Program Commercial for One Cycle of Thirteen (13) Weeks Use** The following buy-out table has been calculated using twelve (12) uses as the maximum figures per each Performer category and for each unit grouping in the prime time program table.

To apply the buy-out 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 buy-out weight level for the cycle. The corresponding dollar figure in Table C (following) shall then be applied per Performer category. It is imperative that when an advertiser takes the option to use the following buy-out table, declaration of use and payment for the entire cycle must be made within fifteen (15) working days from the beginning of the cycle in one lump sum. In the event that additional units are added during the thirteen (13) week cycle, required upgraded payments will be made at the end of the cycle.

- (d) **No Combined Spot and Program Rate** In the event 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 which occurs in prime time in one part of Canada and 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.

Television**1806 Program Commercials****NATIONAL TABLE C YEAR 1 – Feb. 1/99 - Jan. 31/00**

Prepaid Buy-out Fees for One Cycle of 13 Weeks Program Use

Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
0 - 51	1569.45	996.95	848.70	678.80
52 - 81	1718.30	1081.85	933.45	721.00
82 - 111	1866.90	1166.80	996.95	784.85
112 +	2015.40	1230.30	1081.80	848.70

NATIONAL TABLE C YEAR 2 – Feb. 1/00 - Jan. 31/01

Prepaid Buy-out Fees for One Cycle of 13 Weeks Program Use

Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
0 - 51	1600.85	1016.90	865.65	692.40
52 - 81	1752.65	1103.50	952.10	735.40
82 - 111	1904.25	1190.15	1016.90	800.55
112 +	2055.70	1254.90	1103.45	865.65

NATIONAL TABLE C YEAR 3 – Feb. 1/02 - Jan. 31/02

Prepaid Buy-out Fees for One Cycle of 13 Weeks Program Use

Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
0 - 51	1632.85	1037.25	882.95	706.25
52 - 81	1787.70	1125.55	971.15	750.10
82 - 111	1942.35	1213.95	1037.25	816.55
112 +	2096.80	1280.00	1125.50	882.95

Television

1807 Program Commercials

NATIONAL TABLE D YEAR 1 - Feb. 1/99 - Jan. 31/00

Per use Payment (Cumulative Units) of Prime Time Program Commercials

Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
1 - 5	52.45	33.55	33.55	23.95
6	56.70	36.10	35.75	25.40
7	61.55	38.50	37.80	27.30
8	65.90	41.30	39.85	28.75
9	70.20	43.65	42.15	30.55
10	74.70	46.10	43.90	32.15
11	77.70	48.60	45.70	33.55
12	80.95	50.60	47.05	34.80
13	84.25	52.60	48.70	36.10
14	87.40	54.45	50.05	37.50
15	90.50	56.80	51.80	38.55
16	93.75	58.75	52.75	39.85
17	96.75	60.55	54.15	41.30
18	100.20	62.75	55.55	42.55
19	103.25	64.55	56.70	43.65
20	106.50	66.40	58.00	44.95
21	108.25	67.65	59.15	45.70
22	110.35	68.25	60.10	46.15
23	112.40	69.65	61.20	46.95
24	114.05	70.65	62.20	47.45
25	116.05	71.75	63.35	48.45
26	117.90	72.85	64.40	48.75
27	119.95	73.75	64.65	49.45
28	121.75	74.90	65.90	50.05
29	123.70	75.85	66.45	50.70
30	125.55	77.35	67.70	51.35
31	126.35	77.70	67.90	52.10
32	127.30	78.70	68.70	52.65
33	128.20	79.60	69.45	53.35
34	128.70	80.45	70.05	53.75
35	129.80	81.35	70.65	54.30
36	130.95	82.00	71.30	55.20
37	131.45	82.45	71.50	55.55
38	132.40	83.65	71.80	55.75
39	133.35	83.90	72.15	55.90
40	134.10	84.55	72.85	56.70
41	134.65	85.05	73.25	57.10
42	135.50	85.85	73.75	57.40
43	135.95	86.15	74.15	58.00
44	136.60	87.30	74.35	58.45
45	137.20	87.45	74.80	58.75
46	138.15	88.15	75.40	59.15
47	138.40	88.30	75.65	59.35
48	139.25	88.75	76.20	59.65
49	139.70	89.25	76.55	59.70
50	140.45	89.60	77.35	59.85
51 and over add per unit	0.48	0.29	0.24	0.20
e.g. 60	145.25	92.50	79.75	61.85
80	154.85	98.30	84.55	65.85
83	156.29	99.17	85.27	66.45
88	158.69	100.62	86.47	67.45

Television

1807 Program Commercials

NATIONAL TABLE D YEAR 2 - Feb. 1/00 - Jan. 31/01

Per use Payment (Cumulative Units) of Prime Time Program Commercials

Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
1 - 5	53.50	34.20	34.20	24.45
6	57.85	36.80	36.45	25.90
7	62.80	39.25	38.55	27.85
8	67.20	42.15	40.65	29.35
9	71.60	44.50	43.00	31.15
10	76.20	47.00	44.80	32.80
11	79.25	49.55	46.60	34.20
12	82.55	51.60	48.00	35.50
13	85.95	53.65	49.65	36.80
14	89.15	55.55	51.05	38.25
15	92.30	57.95	52.85	39.30
16	95.65	59.95	53.80	40.65
17	98.70	61.75	55.25	42.15
18	102.20	64.00	56.65	43.40
19	105.30	65.85	57.85	44.50
20	108.65	67.75	59.15	45.85
21	110.40	69.00	60.35	46.60
22	112.55	69.60	61.30	47.05
23	114.65	71.05	62.40	47.90
24	116.35	72.05	63.45	48.40
25	118.35	73.20	64.60	49.40
26	120.25	74.30	65.70	49.75
27	122.35	75.25	65.95	50.45
28	124.20	76.40	67.20	51.05
29	126.15	77.35	67.80	51.70
30	128.05	78.90	69.05	52.40
31	128.90	79.25	69.25	53.15
32	129.85	80.25	70.05	53.70
33	130.75	81.20	70.85	54.40
34	131.25	82.05	71.45	54.85
35	132.40	83.00	72.05	55.40
36	133.55	83.65	72.75	56.30
37	134.10	84.10	72.95	56.65
38	135.05	85.30	73.25	56.85
39	136.00	85.60	73.60	57.00
40	136.80	86.25	74.30	57.85
41	137.35	86.75	74.70	58.25
42	138.20	87.55	75.25	58.55
43	138.65	87.85	75.65	59.15
44	139.35	89.05	75.85	59.60
45	139.95	89.20	76.30	59.95
46	140.90	89.90	76.90	60.35
47	141.15	90.05	77.15	60.55
48	142.05	90.55	77.70	60.85
49	142.50	91.05	78.10	60.90
50	143.25	91.40	78.90	61.05
51 and over add per unit	0.49	0.30	0.24	0.20
e.g. 60	148.15	94.40	81.30	63.05
80	157.95	100.40	86.10	67.05
83	159.42	101.30	86.82	67.65
88	161.87	102.80	88.02	68.65

Television

1807 Program Commercials

NATIONAL TABLE D YEAR 3 – Feb. 1/01 - Jan. 31/02

Per use Payment (Cumulative Units) of Prime Time Program Commercials

Market Unit	Principal	Silent-on-Camera	Solo-Singer/ Voice-Over	Group Singer
1 - 5	54.55	34.90	34.90	24.95
6	59.00	37.55	37.20	26.40
7	64.05	40.05	39.30	28.40
8	68.55	43.00	41.45	29.95
9	73.05	45.40	43.85	31.75
10	77.70	47.95	45.70	33.45
11	80.85	50.55	47.55	34.90
12	84.20	52.65	48.95	36.20
13	87.65	54.70	50.65	37.55
14	90.95	56.65	52.05	39.00
15	94.15	59.10	53.90	40.10
16	97.55	61.15	54.90	41.45
17	100.65	63.00	56.35	43.00
18	104.25	65.30	57.80	44.25
19	107.40	67.15	59.00	45.40
20	110.80	69.10	60.35	46.75
21	112.60	70.40	61.55	47.55
22	114.80	71.00	62.55	48.00
23	116.95	72.45	63.65	48.85
24	118.70	73.50	64.70	49.35
25	120.70	74.65	65.90	50.40
26	122.65	75.80	67.00	50.75
27	124.80	76.75	67.25	51.45
28	126.70	77.95	68.55	52.05
29	128.65	78.90	69.15	52.75
30	130.60	80.50	70.45	53.45
31	131.50	80.85	70.65	54.20
32	132.45	81.85	71.45	54.75
33	133.35	82.80	72.25	55.50
34	133.90	83.70	72.90	55.95
35	135.05	84.65	73.50	56.50
36	136.20	85.30	74.20	57.45
37	136.80	85.80	74.40	57.80
38	137.75	87.00	74.70	58.00
39	138.70	87.30	75.05	58.15
40	139.55	88.00	75.80	59.00
41	140.10	88.50	76.20	59.40
42	140.95	89.30	76.75	59.70
43	141.40	89.60	77.15	60.35
44	142.15	90.85	77.35	60.80
45	142.75	91.00	77.85	61.15
46	143.70	91.70	78.45	61.55
47	143.95	91.85	78.70	61.75
48	144.90	92.35	79.25	62.05
49	145.35	92.85	79.65	62.10
50	146.10	93.25	80.50	62.25
51 and over add per unit	0.50	0.31	0.24	0.20
e.g. 60	151.10	96.35	82.90	64.25
80	161.10	102.55	87.70	68.25
83	162.10	103.48	88.42	68.85
88	165.10	105.03	89.62	69.85

Television

1808 Program Commercials

NATIONAL TABLE E YEAR 1 – Feb. 1/99 - Jan. 31/00

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

Market Unit	Principal	Silent-on-Camera	Solo-Singer/ Voice-Over	Group Singer
1 - 5	26.45	16.85	16.70	11.75
6	28.65	18.40	17.90	12.90
7	30.65	19.40	19.15	13.80
8	33.10	20.85	20.30	14.65
9	35.55	22.40	21.55	15.70
10	37.80	23.80	22.50	16.25
11	39.40	24.60	23.30	17.15
12	41.05	25.70	24.00	17.95
13	42.70	26.55	24.75	18.55
14	44.45	27.40	25.20	19.20
15	45.80	28.55	26.05	20.15
16	47.45	29.45	26.95	20.45
17	49.15	30.50	27.40	20.85
18	50.75	31.25	28.50	21.55
19	52.40	32.05	28.90	21.95
20	54.10	33.05	29.80	22.40
21	55.00	33.65	30.15	22.70
22	55.65	34.55	30.60	23.30
23	56.70	34.95	31.25	23.80
24	57.45	35.95	31.70	24.00
25	58.50	36.40	31.85	24.75
26	59.65	37.15	32.65	24.85
27	60.40	37.80	33.00	25.05
28	61.55	38.55	33.35	25.20
29	62.25	39.20	33.75	25.70
30	63.30	39.95	34.50	25.90
31	63.65	40.10	34.65	26.05
32	64.40	40.60	34.80	26.50
33	64.60	40.85	34.95	26.75
34	65.00	41.20	35.55	26.95
35	65.45	41.35	35.75	27.25
36	66.05	41.45	35.90	27.30
37	66.40	41.80	36.10	27.40
38	66.75	42.45	36.35	27.60
39	67.55	42.70	36.50	27.90
40	67.85	42.80	37.05	28.05
41	68.15	43.15	37.10	28.45
42	68.25	43.40	37.45	28.50
43	68.70	43.65	37.50	28.60
44	68.75	43.70	37.70	28.65
45	69.00	44.40	37.80	28.75
46	69.45	44.55	37.85	28.90
47	69.65	44.65	38.10	29.00
48	69.95	44.80	38.15	29.45
49	70.05	44.95	38.30	29.70
50	70.30	45.55	38.55	29.75
51 and over add per unit	0.24	0.13	0.13	0.10
e.g. 60	72.70	46.85	39.85	30.75
83	78.22	49.84	42.84	33.05
88	79.42	50.49	43.49	33.55

Television

1808 Program Commercials

NATIONAL TABLE E YEAR 2 – Feb. 1/00 - Jan. 31/01

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

Market Unit	Principal	Silent-on-Camera	Solo-Singer/ Voice-Over	Group Singer
1 - 5	27.00	17.20	17.05	12.00
6	29.20	18.75	18.25	13.15
7	31.25	19.80	19.55	14.10
8	33.75	21.25	20.70	14.95
9	36.25	22.85	22.00	16.00
10	38.55	24.30	22.95	16.60
11	40.20	25.10	23.75	17.50
12	41.85	26.20	24.50	18.30
13	43.55	27.10	25.25	18.90
14	45.35	27.95	25.70	19.60
15	46.70	29.10	26.55	20.55
16	48.40	30.05	27.50	20.85
17	50.15	31.10	27.95	21.25
18	51.75	31.90	29.05	22.00
19	53.45	32.70	29.50	22.40
20	55.20	33.70	30.40	22.85
21	56.10	34.30	30.75	23.15
22	56.75	35.25	31.20	23.75
23	57.85	35.65	31.90	24.30
24	58.60	36.65	32.35	24.50
25	59.65	37.15	32.50	25.25
26	60.85	37.90	33.30	25.35
27	61.60	38.55	33.65	25.55
28	62.80	39.30	34.00	25.70
29	63.50	40.00	34.45	26.20
30	64.55	40.75	35.20	26.40
31	64.90	40.90	35.35	26.55
32	65.70	41.40	35.50	27.05
33	65.90	41.65	35.65	27.30
34	66.30	42.00	36.25	27.50
35	66.75	42.20	36.45	27.80
36	67.35	42.30	36.60	27.85
37	67.75	42.65	36.80	27.95
38	68.10	43.30	37.10	28.15
39	68.90	43.55	37.25	28.45
40	69.20	43.65	37.80	28.60
41	69.50	44.00	37.85	29.00
42	69.60	44.25	38.20	29.05
43	70.05	44.50	38.25	29.15
44	70.15	44.55	38.45	29.20
45	70.40	45.30	38.55	29.35
46	70.85	45.45	38.60	29.50
47	71.05	45.55	38.85	29.60
48	71.35	45.70	38.90	30.05
49	71.45	45.85	39.05	30.30
50	71.70	46.45	39.30	30.35
51 and over add per unit	0.24	0.13	0.13	0.10
e.g. 60	74.10	47.75	40.60	31.35
83	79.62	50.74	43.59	33.65
88	80.82	51.39	44.24	34.15

Television

1808 Program Commercials

NATIONAL TABLE E YEAR 3 - Feb. 1/01 - Jan. 31/02

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

Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
1 - 5	27.55	17.55	17.40	12.25
6	29.80	19.15	18.60	13.40
7	31.90	20.20	19.95	14.40
8	34.45	21.70	21.10	15.25
9	37.00	23.30	22.45	16.30
10	39.30	24.80	23.40	16.95
11	41.00	25.60	24.25	17.85
12	42.70	26.70	25.00	18.65
13	44.40	27.65	25.75	19.30
14	46.25	28.50	26.20	20.00
15	47.65	29.70	27.10	20.95
16	49.35	30.65	28.05	21.25
17	51.15	31.70	28.50	21.70
18	52.80	32.55	29.65	22.45
19	54.50	33.35	30.10	22.85
20	56.30	34.35	31.00	23.30
21	57.20	35.00	31.35	23.60
22	57.90	35.95	31.80	24.25
23	59.00	36.35	32.55	24.80
24	59.75	37.40	33.00	25.00
25	60.85	37.90	33.15	25.75
26	62.05	38.65	33.95	25.85
27	62.85	39.30	34.30	26.05
28	64.05	40.10	34.70	26.20
29	64.75	40.80	35.15	26.70
30	65.85	41.55	35.90	26.95
31	66.20	41.70	36.05	27.10
32	67.00	42.25	36.20	27.60
33	67.20	42.50	36.35	27.85
34	67.65	42.85	37.00	28.35
35	68.10	43.05	37.20	28.40
36	68.70	43.15	37.35	28.50
37	69.10	43.50	37.55	28.70
38	69.45	44.15	37.85	29.00
39	70.30	44.40	38.00	29.15
40	70.60	44.50	38.55	29.60
41	70.90	44.90	38.60	29.65
42	71.00	45.15	38.95	29.75
43	71.45	45.40	39.00	29.80
44	71.55	45.45	39.20	29.95
45	71.80	46.20	39.30	30.10
46	72.25	46.35	39.35	30.20
47	72.45	46.45	39.65	30.65
48	72.80	46.60	39.70	30.90
49	72.90	46.75	39.85	30.95
50	73.15	47.40	40.10	30.95
51 and over add per unit	0.24	0.13	0.13	0.10
e.g. 60	75.55	48.70	41.40	31.95
83	81.07	51.69	44.39	34.25
88	82.27	52.34	45.04	34.75

Television

1809 Billboards Where voice-over Performers are engaged, the Performer shall be paid session fees as follows:

Minimum session fee **\$390.50/ 398.50/ 406.50 OR** a session fee of **\$110.00/ 112.00/ 114.00** 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 defined in Article 404, the Performer shall be paid session fees as follows:

Minimum session fee **\$535.50/ 546.00/ 557.00 OR** a session fee of **\$160.50/ 163.50/ 167.00** 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 E (Program Use).

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

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

1810 French/English Commercials

- (a) The broadcasting of a commercial post-synchronized in a second language shall amount to a new commercial with respect to on-camera Performers except for conditions specifically provided herein.
- (b) When an English-language commercial through the addition of a French voice-over is transformed into a French commercial provided the on-camera changes are limited to package change only, the silent-on-camera Performers in the commercial will be paid the additional market rate in the ACTRA Agreement.
- (c) The voice-over Performer on the 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.

Television

(d) Double-Language Commercials

- (i) When a commercial is made for use in both languages without on-camera Performers, the English voice-over performance will be paid under the ACTRA Agreement.
 - (ii) When a commercial is 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.
 - (iii) When a commercial is produced in both French and English, with unchanged on-camera performances and no changes except for changes in the language of written material, package and signs, the silent-on-camera and background Performers (who are both ACTRA and UdA qualified Performers) will be paid only under the ACTRA Agreement if the commercial is made in Toronto or other centres primarily English-speaking in Canada and only under UdA if made in Montreal or other centres primarily French-speaking in Canada.
 - (iv) Any other changes in the on-camera portion of a commercial when both language versions are produced, except as herein provided, shall result in separate commercials and will be paid as such; the English version under ACTRA, and the French version under UdA. When a Performer appears in both versions, the Performer will be paid fifty percent (50%) of the rates specified in the ACTRA Agreement for Night Work, Travel Time, Wardrobe, Pre-production 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 in the ACTRA Agreement.
 - (v) Where a Performer uses both languages in a commercial, his/her union affiliation will determine jurisdiction, except when the Performer is a member of both ACTRA and UdA, in which case the union first joined will determine jurisdiction.
- (e) **Background Performer** Where a commercial has changes made in the on-camera portion to create a version of the commercial in another language, but where the Background Performers are not involved in the changes, each Background Performer will be paid an additional fee of \$218.50/ 223.00/ 227.50 per commercial.

1811 Other Languages

- (a) The union jurisdiction applicable to commercials produced in a language other than English or French (e.g. Italian, German, Greek, etc.) for use in Canada shall be determined by the Reciprocal Agreement between ACTRA and UdA.
- (b) Performers engaged in commercials under the jurisdiction of ACTRA shall be qualified, contracted and paid in accordance with this Agreement.

Television

- (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.

1812 Live Commercials

- (a) Upon prior notification in writing to the National Executive Director of the ACTRA Performers Guild, an Engager may elect to produce a commercial or series of commercials for scheduling on a specific show or shows which may be paid for in accordance with the applicable fees (excluding discounts) contained in the currently applicable ACTRA-Engager Agreement governing the production of each program for which the commercials are scheduled; and shall be paid for in accordance with the applicable fees for each such program and/or presentation on which the commercial(s) are carried. In no case shall such scheduling exceed twenty-one (21) days from the date of production of the commercials. Upon agreement by the National Executive Director of the ACTRA Performers Guild, the twenty-one (21) day period may be extended.
- (b) If it is the intent of an Engager to repeat the use of a "live" commercial produced in accordance with the provisions of (a) above, it shall be so stated together with the applicable fee on the Performer's contract at the time of engagement.
- (c) An Engager may convert a "live" commercial produced in accordance with the provisions of (a) above to a "preserved" status under the following conditions:
 - (i) Such intention may be so indicated at the time of engagement, and an applicable session fee for such conversion shall be negotiated with the Performer, which shall be in addition to the fees paid for the "live" performance and use of the commercial, and shall be so stated on the Performer's contract. Residual payments for the "preserved" commercial shall also be negotiated and shall not be less than the rates provided in this Agreement.
 - (ii) If such intention has not been contracted with the Performer at the time of the engagement, the Engager shall make application in writing to the National Executive Director of the ACTRA Performers Guild for permission to convert a "live" commercial to a "preserved" status; and in addition shall negotiate a session fee with the Performer for such conversion, which fee shall not be less than the rates provided in this Agreement. Residual payments for such "preserved" commercial shall also be negotiated and shall not be less than the minimum rates provided in this Agreement.

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

Television

The Engager must either:

- (a) release Performers in residual categories in writing from their commitments to the Engager. A copy of this letter must also be faxed to ACTRA;
- or
- (b) make a payment to each Performer in residual categories in the commercial equal to not less than the Performer's contracted session fee. Such payment shall be known as a dormancy fee, which is paid to each residual Performer within fifteen (15) working days from the expiry date of the twenty-six (26) week plus one (1) business day period and will permit the Engager to broadcast the commercial within a further twenty-six (26) week plus one (1) business day period. Applicable residual fees shall be paid to Performers if the commercial is broadcast within the twenty-six (26) week plus one (1) business day period of extended use.
- (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 twenty-six (26) week plus one (1) business day period in which the dormancy payments should have been made, in addition to the appropriate residual fees.
- (d) A commercial which has been dormant for a year may be reactivated upon the consent of the Performers and payment of a maximum of two Dormancy Fees. A commercial which has continued dormant for up to five additional years (beyond the initial year of dormancy) may be reactivated with the Performer's consent and payment of a maximum of one Dormancy Fee per year to a maximum of seven dormancy fees.
- (e) A dead commercial may be reactivated for **foreign** (not U.S.) use upon consent of the Performers and payment of a single dormancy fee, plus the applicable residual fee provided in Article 2405, which shall not be less than the minimum of one (1) to five (5) units provided in Article 1804, Table A for each cycle of use.

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

In the event that a Performer cannot be contacted through the due diligence of the Engager and ACTRA, then monies which may be required to be paid pursuant to this Article to the Performer shall be deposited by the Engager in trust with the ACTRA Performers Rights Society (ACTRA PRS) for such Performer. Such monies shall be based upon the Performer's original contracted fees calculated pursuant to the Agreement current at the time of reactivation of the commercial. The monies shall be held in trust by ACTRA PRS pursuant to its Objects and By-laws. In the event that a Performer is located subsequently, then monies held in trust for the Performer by ACTRA PRS shall be paid to the Performer, and the Performer shall be precluded from negotiating above the amounts held in trust for such reactivation.

Television

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

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

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

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

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

1816 Seasonal Commercials A seasonal commercial is a commercial which is especially related to a particular season of the year, such as a commercial designed for use as a Christmas commercial, June Bride commercial, Valentine's day commercial, Snow Tire commercial, Spring Changeover commercial, etc.

All the terms and conditions of this Agreement shall apply to seasonal commercials, except that if such commercial is used in only one 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 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.

Television

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

Television and Radio

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

- (a) Prior to the release of the commercial(s) to a dealer such signatory and the National Executive Director of the ACTRA Performers Guild have jointly reached an agreement with such dealer whereby the latter party becomes signatory to this Agreement and undertakes the responsibility of the payment and of all residual fees for use of the Television and 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 Office of the ACTRA Performers Guild. 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 the ACTRA Performers Guild for Performers in Television and Radio Commercials, and its use is governed thereby.

(Name of dealer or distributor) hereby agrees expressly for the benefit of the ACTRA Performers Guild to abide by and meet all provisions of the said Agreement and 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 the prompt payment to the Performers involved of residual fees as provided in said Agreement.

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

(Signed on behalf of
dealer or distributor)

(Signed on behalf of
signatory)

If the dealer or distributor who signs such a letter fails to make residual payments as required, the ACTRA Performers Guild may declare the dealer or distributor unfair and shall have the

Television

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 Tables A, B, C, D or E of Section 18 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:

Category	Year	Principal Performer	Silent-on-Camera	Solo Singer/Voice Over	Group Singer
	1	\$2,702.50	\$1,815.50	\$1,353.50	\$719.50
	2	\$2,756.50	\$1,852.00	\$1,380.50	\$734.00
	3	\$2,811.50	\$1,889.00	\$1,408.00	\$748.50

The "buy-out" 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. "Buy-outs" as referred to in this Article must be paid within fifteen (15) working days of the beginning of the cycle.

The above amounts are intended to cover use of television commercials only. Radio commercials shall be paid as outlined in Article 2101 or 2103 (f).

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, incorporate such usage with agency-scheduled usage to arrive at the appropriate market value, and category of use, i.e. Wild spot, program, etc., within the paid cycle dates. In the event a cycle of wild spot, for example, 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 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 1817, "Maximum Period of Use and Re-use".

1818 Television Commercials Used in Other Media

- (a) **Commercials Used in Other Media** When television commercials made under the jurisdiction of this Agreement for use on television are also used in the following media:
- (i) Movie Theatres
 - (ii) Fairs and Exhibitions
 - (iii) Mobile Displays
 - (iv) In-store Monitors
 - (v) Shopping Centres
 - (vi) Closed Circuit in Hotels
 - (vii) In-flight Exhibition
 - (viii) Stadia arenas and similar public places

Television

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 1-5 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 in this Agreement. Performers in residual categories shall be paid use fees as provided 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 an Engager of an entertainment or major documentary program produced for public viewing 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 for the use of the commercial in such program from the advertising agency, the advertiser and the Performers in residual categories concerned. In the event such permission is granted by the advertising agency, the advertiser and the Performers in residual categories concerned, the original Engager shall assume the responsibility for payment to each Performer engaged in a residual category in the commercial of an amount equivalent to the applicable session fee of the original performance category as defined in Article 1202 for each program in which the commercial or an excerpt of the commercial is used.
 - (ii) In the event the Engager of the program fails to seek permission from the advertising agency, the advertiser or the Performer in residual categories concerned, or in the event 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 performance category as defined in Article 1202 for each program in which the commercial or an excerpt of the commercial is used.
- (e) The above Article 1818(d) will not apply to a program which is:
 - (i) a hard news program; or
 - (ii) a current affairs television program, including media television, entertainment tonight-type programs, and televised award shows.

Television

In such cases permission of the advertising agency, the advertiser, the ACTRA Performers Guild 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 (d) (ii) above.

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.

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

Television and Radio

- (g) **Use of Voice Tracks in Different Media** Where an existing voice track of a television commercial is used on radio or a commercial originally produced for radio is used on television, a contract shall be issued. The fee payable shall be that provided 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 fee shall be made.

Television

1819 Specialty Pay Television Performers engaged in commercials produced specifically for Specialty Pay Television shall be paid the Session Fee prescribed in Article 1202 of this Agreement. Other production-related fees (such as, but not limited to, Hourly Work Time, Additional Work Time, and Overtime, etc.) shall be as provided in the respective sections of the National Commercial Agreement. Performers shall receive residual payments according to Article 1804, Table A for 1 - 5 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 Pay Television 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 Pay 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 Pay Television, the following conditions shall apply:

- (i) where the commercial is not concurrently running on Conventional Television, use fees shall be as provided herein for a commercial produced for Specialty Pay Television;
- (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 Pay Television, no additional payment shall be required, providing at least 17 units are paid.

Television

1820 Videocassettes/Video Discs for Sale/Rental to the General Public; CD-ROM and Internet Use

- (a) **Commercials Produced for Videocassettes/Video Discs, CD-ROM, and Internet Use**
- (i) Performers engaged in commercials produced originally for use on a Videocassette program/Video Disc program for sale/rental to the general public, or on a CD-ROM, or on the Internet 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 one year only, which year shall date from the day of production.
- (b) **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 shall be added to the broadcast residual payment to compensate Performers for such additional use.
 - (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 the ACTRA Performers Guild will have the right of approval of all uses of commercials in Videocassette programs/Video Disc programs, or CD-ROM's, or on the Internet. Such approval shall not be withheld unreasonably.

1821 New Technologies The Joint Broadcast Committee of ICA/ACA agree to good faith negotiations with respect to the jurisdiction of the ACTRA Performers Guild in commercials produced for new forms of distribution not currently specified in this Agreement.

Television

1822 Demo and Test Commercials (See Section 9 Television 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, etc.) or in commercials produced specifically for non-broadcast creative demo purposes, shall be compensated as outlined in Article 1203. Such Performers shall not be entitled to residual fees. Non-broadcast test or demo commercials shall not be broadcast. Performers engaged in such commercials shall not be required to provide product exclusivity for non-broadcast test or demo commercials. In the event that such commercials are to be broadcast, the Engager must seek the permission of the Performers concerned. In the event that the permission of all the Performers is obtained, then the fees paid to the Performers must be upgraded to the normal applicable session fees. Residual payments must be made to the Performers for broadcast use. Performers must be notified at the time of booking of the Engager's intent that the commercial is to be produced for non-broadcast audience or demo testing and it must be so stated on the Performer's contract.
- (b) **Limited Broadcast - Test Commercials** Performers in commercials produced specifically for limited broadcast test purposes (e.g. DAR-Day After Recall, Pre-arranged Interviews, Fr. (effective recall) Testing) shall be compensated as outlined in Article 1203. Such 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 from the date of production of the commercial. The Engager shall supply to the ACTRA Performers Guild 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 described above, the Engager must seek the permission of the Performers concerned. In the event that the permission of all the Performers is obtained, then the fees paid to the Performers must be upgraded to the normal applicable session fees. Residual payments must be made to the Performers for broadcast use. Performers must be notified at the time of booking of the Engager's intent that the commercial is to be produced for limited broadcast test purposes and it must be so stated on the Performer's contract.
- (c) **Broadcast - Test Market Commercials** Performers in commercials produced specifically for Broadcast Test Markets (e.g. where a product is being tested in total concept including consumer sampling, print advertising, point-of-sale displays, television advertising, etc.) shall be compensated at no less than the applicable session fees, recall fees, etc. provided in this Agreement. Applicable use payments shall be made which in no case shall be less than the minimum provided in this Agreement.

(Note: Fees for work on a commercial which 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".)

1823 IDs Where voice-over Performers are engaged in television IDs as defined in Article 407, the Performer shall be paid session fees as follows:

Minimum session fee of \$390.50/ 398.50/ 406.50 which may include two IDs and \$390.50/ 398.50/ 406.50 for each additional two IDs.

Television

Where a principal Performer is engaged in a television ID, the Performer shall be paid session fees as follows:

Minimum session fee of **\$535.50/ 546.00/ 557.00** which may include two IDs and **\$535.50/ 546.00/ 557.00** for each additional two IDs.

For residual purposes, each ID will be paid for separately. Minimum session fee for the performance category entitles the Engager to the hours provided in Article 1202.

SECTION 19 - EDITING OF COMMERCIALS

Television and Radio

1901 Alterations Create New Commercial Except as provided in this section, any alterations made to a single commercial shall create a new commercial requiring the payment of session and use fees. Where alterations are made in accordance with this section, the Performer shall be paid the applicable use fees for as long as the commercial is used. Radio commercials altered in accordance with this section may run in the same cycle as the original commercial without incurring additional use fees. Television commercials altered in accordance with this section may run in the same cycle as the original commercial without incurring additional use fees, except as provided for in Article 1903.

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

1902 Shorter or Longer Version A commercial may be edited to make two additional versions of that commercial. These second versions may be either shorter through the deletion of material, or longer provided the material added was shot at the original session. The footage added must not materially change the scene except for such changes as are required to meet the timing needs and except as provided in Article 1903. For example (but not limited to):

- (a) lifting a 30-second commercial from a 60-second, a 15-second from a 30-second, etc.
- (b) elongating a scene using original footage such as a woman walking into a room and continuing to the window when the original scene showed her going only as far as the table.

For further clarification, it is agreed that all footage in the shorter commercial must be footage contained in the longer version (except as otherwise provided in the section).

Television and Radio

A soundtrack may be recorded to fit such a commercial for timing and synchronization purposes. A Performer required to record such additional soundtrack shall be paid an additional session fee. The re-performance of 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.

Two versions of the same commercial (made under this clause) may be broadcast in the same cycle upon the payment of the appropriate cycle fees for one commercial. If, however all three (3) versions of the commercial are broadcast in the same cycle, Performers shall receive cycle payments for two commercials.

1903 Re-edited or Re-arranged Versions (Original Version Withdrawn From Air)

- (a) **Off-Camera Changes** The off-camera message may be changed in any way so long as the original commercial is withdrawn and the Performers recording the off-camera message are paid an amount not less than the applicable session fee.
- (b) **On-Camera Changes** The on-camera portion of a commercial may be re-edited or re-arranged, including use of new material shot at the original session as long as the original version is withdrawn, but excluding engagement of any Performers or substantial changes in the nature or setting of the message.
- (c) **Supers** A change in "supers" will not be considered new material.

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

(a) Product/Service Changes:

- (1) different package of the same product. For example (but not limited to): apple juice in a can, bottle or carton.
- (2) another or additional product of the same type and class advertised under the same brand name. For example (but not limited to):
 - (i) replacing or adding orange flavour to a product advertised under grape flavour;
 - (ii) toothpaste and tooth powder are considered the same type and class: toothpaste and shave cream are not;
 - (iii) canned corn and canned peas are considered the same type and class: canned peas and canned chicken are not;
 - (iv) brake to muffler special for automotive store;
 - (v) chicken promotion to cheeseburger promotion to glass promotion for fast food chain;
 - (vi) conditions or rules governing a contest - addition or changes of information.

Television and Radio

- (b) **Factual Information** Commercials advertising products and/or services that require different and specific factual information with respect to destinations, local points and time of departure, frequency of service, telephone numbers, rates (including interest rates), prices, geographic availability and dates. Except for these changes, the commercial shall in all other respects remain the same. For example (but not limited to):
- (i) change in interest rate from 12% to 11.5% at X trust company.
 - (ii) X airline company fare from Vancouver to Montreal is \$Y from May to September; from Montreal to Vancouver is \$Z from April to August.
 - (iii) X amusement park has a special rate from June 1st to June 15th.
 - (iv) contest X requires phoning Y telephone number in Vancouver; Z telephone number in Halifax.
 - (v) services available for \$35.00 in Toronto; \$29.95 in Regina.

1905 Dealer/Franchise Commercials Separate dealer or franchise identifications may be made without creating new or additional commercials in order to designate individual dealers carrying a certain product or service in varying localities. For example (but not limited to):

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

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

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

- (i) varying requirements of provincial Liquor Control Boards (e.g. food requirements);
- (ii) use of word "new" for roll-outs;
- (iii) regional food specialities;
- (iv) Quebec contest details.

1907 Payment for Allowable Changes

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

On-camera	\$139.00/ 142.00/ 145.00
Off-camera	\$ 83.50/ 85.00/ 86.50

Television and Radio

- (b) If a Performer is called for the sole purpose of making dealer identifications, tags or requirement changes in a commercial, he/she shall be paid the number of tags recorded times the per tag rate above per commercial, or a minimum guarantee of a full session fee provided in Article 1202 per commercial, whichever is the greater.
- (c) If a Performer is required to do more than twenty (20) changes for the same commercial at the same session, additional changes beyond the twenty (20) shall not be paid. Should the session exceed eight (8) hours for on-camera Performers or four (4) hours for off-camera Performers, the appropriate hourly work time rate, additional work time or overtime shall be paid.

For Radio rates, see Article 2103 (c).

1908 Additional Music Tracks/Over-dubbing

- (a) **Additional Music Tracks** Singers can record an additional track or tracks in a different category for multiple track commercials upon payment of another 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 one session as a group singer; one session as a solo singer; residuals as both a group singer and solo singer.
- (b) **Over-dubbing** Group singers may do unlimited over-dubs in a radio or television commercial engagement without additional payment. Solo singers may do one over-dub 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 over-dub, 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 of 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.

Television and Radio

1910 Group Singers Payment Option As an 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 which 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 -	\$3,826.00/ 3,902.50/ 3,980.50	per Performer
	Table B usage -	\$4,536.00/ 4,626.50/ 4,719.00	per Performer
Radio.....		\$3,060.50/ 3,121.75/ 3,184.25	per Performer.

SECTION 20 - PRODUCT CONFLICTS/EXCLUSIVITY

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

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

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

If a Performer is engaged in a non-residual category and later is engaged for a competitive product in a residual category and the first Engager subsequently wished 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 to be sent to the local ACTRA Performers Guild office; if verbal, a confirmation letter to follow, with a copy of such letter to the local ACTRA Performers Guild office) to determine any product conflict, and to offer a new engagement contract, prior to the edit of the material. It will be the obligation of the Performer to disclose product conflicts at this time.

2003 Disclosure - Residual Category If a Performer has been engaged in a residual category and later is auditioned for a competitive product in any category, he/she will be obligated, prior to booking, to disclose to the second Engager his/her residual category with the first Engager. No Performer shall be obligated to disclose information on any performance twelve (12) months after the last air date. Any Performer in a residual category who knowingly appears in a commercial advertising competitive products or services (T.D. Bank and Scotiabank) may be required to refund all session, residual, retirement and insurance contributions to the advertiser of the second commercial subject to a finding of the Joint Standing Committee.

2004 Exclusivity

(a) Exclusivity Not Permitted:

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

Television

(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, Chev/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 manufactured or offered by another advertiser competitive in some other product or service area.
- (c) **Non-Competitive Product Exclusivity - Performers Engaged at not less than Minimum Fees, Plus 25%** Only Performers receiving not less than minimum fees plus twenty-five percent (25%) for session and use payments may agree not to accept engagement in commercials advertising non-competitive products: (i.e. milk/beer/soft drink) but may not agree to grant complete exclusivity.
- (d) **Complete Exclusivity - Performers Engaged at not less than Double the Minimum Fees Only** Performers receiving not less than double the minimum fees or over for the session and use payments may agree to grant complete exclusivity.
- (e) **Exclusivity Agreement** The extend of exclusivity which may be granted by a Performer to an Engager must be negotiated with the Performer and specified on the Performer's engagement contract.

Radio

SECTION 21 - RADIO SESSION AND RESIDUAL FEES

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

(a)

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Category	Year	Single Voice/ Solo Singer	Multiple Voice/ Group Singer	No. of Hours
<i>Minimum guarantee per session or cycle of use (includes one or two cuts)</i>	1	\$417.25	\$313.00	2
	2	\$425.50	\$319.25	2
	3	\$434.00	\$325.75	2
<i>All commercials (per cut)</i>	1	\$208.25	\$156.25	2
	2	\$212.50	\$159.50	2
	3	\$216.75	\$162.75	2

Radio

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

2102 Additional Work Time The minimum guarantee fee entitles the Engager to two hours of work time, whether one or two cuts are produced at the session. In the event that more than one or two cuts are produced in one session, the per cut fee entitles the Engager to one hour of work time for each cut beyond the first two. Additional work time at the same work session shall be payable at **\$20.75/ 21.25/ 21.75** for every thirty (30) minutes or portion thereof beyond the included work time.

2103 Billboards/IDs/Tags

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

	<u>Single Voice/ Solo Singer</u>
Per Billboard	\$110.50/ 112.75/ 115.00
Minimum guarantee per session (or cycle of use)	\$336.25/ 343.00/ 349.75

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.

- (b) **IDs** Performers engaged in the production of radio IDs, as defined in Article 407, shall be paid session and residual fees as follows:

Radio

	<u>Single Voice/ Solo Singer</u>	<u>Multiple Voice/ Group Singer</u>
Per ID	\$154.50/ 157.50/ 160.75	\$116.00/ 118.25/ 120.50
Minimum guarantee per session (or cycle of use)	\$417.25/ 425.50/ 434.00	\$313.00/ 319.25/ 325.75

(c) Payment for Allowable Changes

Dealer or Price Change Tags When a single voice or solo singer Performer is engaged in a radio session recording one commercial, four changes shall be allowed for the minimum guarantee as defined in Article 408. When two commercials are recorded in one session, two changes per commercial shall be allowed for the minimum guarantee as defined in Article 408, and he/she shall be paid session and residual fees as follows:

- (i) One Commercial plus one, two, three or four Tag Changes at the same session
Minimum Guarantee **\$417.25/ 425.50/ 434.00**
- (ii) One Commercial plus five changes at the same session **\$458.75/ 468.25/ 477.75**

For second and subsequent 13 week cycle pay Minimum Guarantee

- (iii) Two Commercials plus two Tag Changes on each Commercial at the same session
Minimum Guarantee **\$417.25/ 425.50/ 434.00**
 - (iv) Each subsequent change **\$ 83.50/ 85.25/ 87.00**
- If the Performer is called for the sole purpose of making dealer or price change tags, he/she shall be paid session and residual fees as follows:

Per Tag Change	\$ 83.50/ 85.25/ 87.00
Minimum Guarantee per session (or cycle of use)	\$417.25/ 425.50/ 434.00

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

- (d) **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 re-use purposes. Performers shall be paid session and residual fees as in 2103 (c) above.
- (e) **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

Radio

relating to advertising standards may be made in a commercial provided such changes are not made to accommodate a change in style, delivery or concept of a commercial. Performers shall be paid session and residual fees as in 2103 (c) above.

- (f) **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/ <u>Solo Singer</u>	Multiple Voice/ <u>Group Singer</u>
\$1,251.25/ 1,276.25/ 1,301.75	\$939.50/ 958.25/ 977.50

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

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

2105 Demo (Non-Broadcast) Commercial All Performers engaged in demo (non-broadcast) commercials shall be paid fifty percent (50%) of the applicable minimum guarantee session fee provided in Article 2101. The Engager shall be entitled to two (2) demo cuts limited to the same product and one 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 in Article 2101; for each demo cut the Engager shall be entitled to one-half (1/2) 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 \$20.75/ 21.25/ 21.75 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 guarantee session fee for two (2) cuts per product and one hour of included work time.

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

Radio

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

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

2106 Release and Re-use

- (a) Except for Seasonal Commercials, commercials shall be released within twenty-six (26) weeks of date of recording. A commercial not aired within twenty-six (26) weeks of production may not be used without the consent of Performers, and payment of another session fee which shall be 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 as provided in Article 2101 exclusive of additional work time fees, but not less than the minimum guarantee.
- (c) A Performer shall have the right to withdraw any commercial from use by giving notice of such withdrawal in writing. Such withdrawal can be made only after one (1) year following the date of recording, save for Seasonal Commercials, where the withdrawal may be made only after two (2) years following the date of the recording, and notice shall be given at the beginning of a thirteen (13) week period to take place at the end of the same period. The above shall not apply to a member of a singing group of more than two (2) voices or to an actor playing a minor part where two (2) or more other actors also appear.
- (d) A commercial which has been removed from use after at least thirteen (13) weeks of use, and which has not been used for at least thirty-nine (39) weeks, can only be re-used with written permission of the Performers concerned. Should the Performers not be available, the Engager shall apply to the National Executive Director of the ACTRA Performers Guild for authority to re-use the commercial. If such consent is given, the Performers shall be paid another session fee which shall be credited against the residual fee due for the cycle of use.

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

2107 Recall Fees Prior to first broadcast of a commercial(s), 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 as provided in Section 418.

Radio

A recall fee shall be payable per work session and may cover work on more than one (1) commercial(s) provided that such commercials were originally produced at the same work session. The fees shall be:

Category	Year	Minimum Recall Fee	Additional Work Time (per half hour)
<i>Single Voice/Solo Singer</i>	1	\$208.25	\$20.75
	2	\$212.50	\$21.25
	3	\$216.75	\$21.75
<i>Multiple Voice/Group Singer</i>	1	\$156.25	\$20.75
	2	\$159.50	\$21.25
	3	\$162.75	\$21.75

2108 Radio Commercials Used in Other Media

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

- (i) Fairs and Exhibitions
- (ii) Mobile Units
- (iii) In-store Advertising
- (iv) Shopping Centres
- (v) Closed Circuit Systems
- (vi) In-flight Use

No additional payment is due to the Performers provided 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 13 week cycle of use in the media referred to for one cycle.

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

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

(d) **Use of Radio Commercials in a Program** In the event a 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:

Radio

- (i) The Engager of the program shall seek permission for the use of the commercial in such program from the advertising agency, the advertiser and the Performers concerned. In the event such permission is granted by the advertising agency, the advertisers and the 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 of the original performance category as defined in Article 2101 for each program in which the commercial or an excerpt of the commercial is used.
 - (ii) In the event the Engager of the program fails to seek permission from the advertising agency, the advertiser and the Performers concerned, or in the event permission to use a commercial is denied by any of the aforementioned, the commercial shall not be broadcast. In the event that a commercial is broadcast in contravention of this provision, then the Engager of the program shall be responsible for payment to each Performer engaged in the commercial of an amount equivalent to the applicable session fee of the original performance category as defined in Article 2101 for each program in which the commercial or an excerpt of the commercial is used.
- (e) The above article 2108(d) will not apply to a program which is:
- (i) a hard news program, or
 - (ii) a current affairs radio program.

In the above cases, permission of the advertising agency, the advertiser, the ACTRA Performers Guild 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 as per (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 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 the ACTRA Performers Guild and the Engager shall negotiate terms and conditions to govern such use prior to the release.

**SECTION 22 - STILL PHOTOGRAPHS, STOCK FOOTAGE AND
BACKGROUND SCENES**

Television

2201 Stop Action and Still Photographs Persons appearing in recorded commercials in "stop action" photographs, "squeeze action" photographs or in photographs involving similar techniques or results, and persons appearing in recorded television commercials in still photographs made for any advertising purpose shall be paid the applicable session and residual fees, if any, as provided herein. However, the following types of use of still photographs are not covered by this Agreement:

- (a) photographs of persons which appear in a casual leafing through an album, book, magazine or newspaper;
- (b) photographs of trademarks and service marks (registered and unregistered);
- (c) photographs of persons which appear on packaging or provided that the photograph is not depicted in any part of the commercial in such a manner as to make it appear that the person photographed was present as a Performer when the commercial was produced;
- (d) photographs of persons which appear on billboards, posters and any other print media display or point-of-sale items which appear incidentally and are not highlighted or featured;
- (e) actual print where a photograph of a person appears incidentally and is not highlighted or featured;
- (f) atmosphere photographs, pictures and likenesses used as incidental props, provided the person shown is not well-known or prominent;
- (g) news photographs;
- (h) highlighted photographs of persons appearing in publications where such persons are featured in an article in such publications as "personalities" provided such person has given prior written consent to the use of such a photograph in a television commercial.

2202 Models Any photograph of a person appearing in a publication where such person has been originally contracted by the publication as a model shall be paid the applicable session and re-use fees provided within this Agreement for the use of said photograph in a television commercial.

Television

2203 Stock Footage Stock 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. The Engager may arrange for a representative of the ACTRA Performers Guild to screen every commercial using such film footage prior to broadcast. Where it is established that such footage has been used for purposes other than those described 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.

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

- (a) A member of the public appearing incidentally as a part of a public event. Any direction of the event itself or direction to a person appearing at such a public event is prohibited.
- (b) A person or persons 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 the ACTRA Performers Guild to screen every commercial using a background scene prior to broadcast. Where it is established that the Engager has directed or caused to be directed any scene referred to in (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 **\$100.00** shall be paid to the ACTRA Performers Guild for each commercial in which such a background scene is used.

A sixty (60) second commercial and a thirty (30) second lift from that commercial are to be considered as one commercial for purposes of the payment of a waiver permit fee.

2205 Still Photographs in Other Media

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

Television

- (b) The production and use of still photographs as provided in Article 2205, shall be governed by the following conditions:
 - (i) The Engager shall obtain permission of the Performer involved prior to the use of such photographs.
 - (ii) Payment for such use and for the work involved shall be negotiated between the Performer and the Engager.

SECTION 23 - COMMERCIALS BROADCAST IN ERROR

2301 Payment Required - Television When a television commercial has been broadcast in error outside the declared cycle of use, Performers shall be paid on the following basis:

- (a) **Program Commercials** Payment for each airing shall be the applicable rate provided in Table D, Article 1807 or Table E, Article 1808.
- (b) **Spot Commercials** For the purpose of this Article, spot commercials shall be considered as program commercials and the applicable per use rate provided in Table D, Article 1807 or Table E, Article 1808 shall apply to a maximum not to exceed the full applicable spot cycle rates.

Radio

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 rate.

SECTION 24 - FOREIGN DISTRIBUTION - TELEVISION

Television

2401 Off-camera Rates for Foreign Produced Commercials Off-camera Performers may be engaged for commercials produced outside the jurisdiction of the ACTRA Performers Guild. 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 in this Agreement for group singers.

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 Articles 1802(a) and (b).

2403 Canada and U.S. Use When a commercial produced in Canada is used both in Canada and in the United States beyond the border cities, the following conditions shall apply. In all cases, the session fee shall be as provided in this Agreement.

Television

Use 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 paid according to the appropriate Table A, B, C, D, and E and the total units of U.S. use paid separately according to the table in Appendix A.

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) 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 Performers Guild 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. The provisions of subsection (i) and (ii) above shall also apply to Background Performers.

- (b) **On-camera Performer Brought into Canada** When a commercial is produced in Canada for U.S. use only and any on-camera Performer is brought into Canada for the production, the Screen Actors Guild Commercials Contract in effect at the time shall be applicable in all respects to all ACTRA Performers Guild members including payment in U.S. dollars. For Canadian resident Performers use ACTRA rules as per Article 2404 (a) (ii) above. See Addendum 4 for Non Residual Performer Work Performer fees.

2405 Use in Other Countries

- (a) When a commercial is used in any of the following countries, each Performer engaged shall receive not less than the applicable use payments for the Performers' Collective Agreement or code of the country in which the commercial is used, or the following residual fee, whichever is the greater per thirteen (13) week cycle of unlimited use:

Television

2405 Use in Other Countries (cont'd)

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Countries	Year	Principal	Silent-on-Camera	Solo Singer Voice Over	Group Singer
<i>Australia</i>	1	\$162.00	\$119.00	\$78.50	\$41.50
	2	\$165.00	\$121.50	\$80.00	\$42.50
	3	\$168.50	\$124.00	\$81.50	\$43.50
<i>Austria</i>	1	\$100.00	\$74.00	\$50.50	\$31.50
	2	\$102.00	\$75.50	\$51.50	\$32.00
	3	\$104.00	\$77.00	\$52.50	\$32.50
<i>Belgium</i>	1	\$100.00	\$74.00	\$50.50	\$31.50
	2	\$102.00	\$75.50	\$51.50	\$32.00
	3	\$104.00	\$77.00	\$52.50	\$32.50
<i>Denmark</i>	1	\$100.00	\$74.00	\$50.50	\$31.50
	2	\$102.00	\$75.50	\$51.50	\$32.00
	3	\$104.00	\$77.00	\$52.50	\$32.50
<i>Finland</i>	1	\$50.50	\$35.00	\$23.00	\$16.00
	2	\$51.50	\$35.50	\$23.50	\$16.50
	3	\$52.50	\$36.00	\$24.00	\$17.00
<i>France</i>	1	\$247.50	\$187.00	\$123.50	\$60.50
	2	\$252.50	\$190.50	\$126.00	\$61.50
	3	\$257.50	\$194.50	\$128.50	\$62.50
<i>Greece</i>	1	\$50.50	\$35.00	\$23.00	\$16.00
	2	\$51.50	\$35.50	\$23.50	\$16.50
	3	\$52.50	\$36.00	\$24.00	\$17.00
<i>Iceland</i>	1	\$50.50	\$35.00	\$23.00	\$16.00
	2	\$51.50	\$35.50	\$23.50	\$16.50
	3	\$52.50	\$36.00	\$24.00	\$17.00
<i>Ireland (Rep. Of)</i>	1	\$50.50	\$35.00	\$23.00	\$16.00
	2	\$51.50	\$35.50	\$23.50	\$16.50
	3	\$52.50	\$36.00	\$24.00	\$17.00
<i>Italy</i>	1	\$247.50	\$187.00	\$123.50	\$60.50
	2	\$252.50	\$190.50	\$126.00	\$61.50
	3	\$257.50	\$194.50	\$128.50	\$62.50
<i>Japan</i>	1	\$298.00	\$225.00	\$148.50	\$74.00
	2	\$304.00	\$229.50	\$151.50	\$75.50
	3	\$310.00	\$234.00	\$154.50	\$77.00
<i>Luxembourg</i>	1	\$50.50	\$35.00	\$23.00	\$16.00
	2	\$51.50	\$35.50	\$23.50	\$16.50
	3	\$52.50	\$36.00	\$24.00	\$17.00

Television

2405 Use in Other Countries (cont'd)

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Countries	Year	Principal	Silent-on-Camera	Solo Singer Voice Over	Group Singer
<i>Malta</i>	1	\$50.50	\$35.00	\$23.00	\$16.00
	2	\$51.50	\$35.50	\$23.50	\$16.50
	3	\$52.50	\$36.00	\$24.00	\$17.00
<i>Netherlands</i>	1	\$162.00	\$119.00	\$78.50	\$41.50
	2	\$165.00	\$121.50	\$80.00	\$42.50
	3	\$168.50	\$124.00	\$81.50	\$43.50
<i>New Zealand</i>	1	\$50.50	\$35.00	\$23.00	\$16.00
	2	\$51.50	\$35.50	\$23.50	\$16.50
	3	\$52.50	\$36.00	\$24.00	\$17.00
<i>Norway</i>	1	\$50.50	\$35.00	\$23.00	\$16.00
	2	\$51.50	\$35.50	\$23.50	\$16.50
	3	\$52.50	\$36.00	\$24.00	\$17.00
<i>Portugal</i>	1	\$50.50	\$35.00	\$23.00	\$16.00
	2	\$51.50	\$35.50	\$23.50	\$16.50
	3	\$52.50	\$36.00	\$24.00	\$17.00
<i>Spain</i>	1	\$162.00	\$119.00	\$78.50	\$41.50
	2	\$165.00	\$121.50	\$80.00	\$42.50
	3	\$168.50	\$124.00	\$81.50	\$43.50
<i>Sweden</i>	1	\$162.00	\$119.00	\$78.50	\$41.50
	2	\$165.00	\$121.50	\$80.00	\$42.50
	3	\$168.50	\$124.00	\$81.50	\$43.50
<i>Switzerland</i>	1	\$50.50	\$35.00	\$23.00	\$16.00
	2	\$51.50	\$35.50	\$23.50	\$16.50
	3	\$52.50	\$36.00	\$24.00	\$17.00
<i>United Kingdom</i>	1	\$298.00	\$225.00	\$148.50	\$74.00
	2	\$304.00	\$229.50	\$151.50	\$75.50
	3	\$310.00	\$234.00	\$154.50	\$77.00
<i>West Germany</i>	1	\$298.00	\$225.00	\$148.50	\$74.00
	2	\$304.00	\$229.50	\$151.50	\$75.50
	3	\$310.00	\$234.00	\$154.50	\$77.00
<i>Total of Columns</i>	1	\$2,842.00	\$2,097.00	\$1,388.00	\$763.50
	2	\$2,898.00	\$2,137.50	\$1,416.00	\$780.50
	3	\$2,956.00	\$2,179.00	\$1,444.00	\$797.50

Such payments shall be in addition to the applicable Canadian residuals as provided in this Agreement, and the commercial shall be subject to the provisions of Article 1814

Television

of this Agreement. Conditions and rates of use shall be determined prior to use in consultation with the National Executive Director of the ACTRA Performers Guild.

- (b) **Use in Other Regions** When a commercial is used in any country in the following geographic regions, Performers engaged in the commercial shall be paid the following residual fees, which shall give the Engager unlimited use of the commercial within the region for each thirteen (13) week cycle:

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Countries	Year	Principal	Silent-on-Camera	Solo Singer Voice Over	Group Singer
<i>Caribbean</i>	1	\$50.50	\$35.00	\$23.00	\$16.00
	2	\$51.50	\$35.50	\$23.50	\$16.50
	3	\$52.50	\$36.00	\$24.00	\$17.00
<i>Latin America (incl. Mexico)</i>	1	\$100.00	\$74.00	\$50.50	\$31.50
	2	\$102.00	\$75.50	\$51.50	\$32.00
	3	\$104.00	\$77.00	\$52.50	\$32.50
<i>Middle East</i>	1	\$50.50	\$35.00	\$23.00	\$16.00
	2	\$51.50	\$35.50	\$23.50	\$16.50
	3	\$52.50	\$36.00	\$24.00	\$17.00
<i>Africa</i>	1	\$50.50	\$35.00	\$23.00	\$16.00
	2	\$51.50	\$35.50	\$23.50	\$16.50
	3	\$52.50	\$36.00	\$24.00	\$17.00
<i>Asia (excl. Japan)</i>	1	\$50.50	\$35.00	\$23.00	\$16.00
	2	\$51.50	\$35.50	\$23.50	\$16.50
	3	\$52.50	\$36.00	\$24.00	\$17.00
<i>Eastern Europe</i>	1	\$100.00	\$74.00	\$50.50	\$31.50
	2	\$102.00	\$75.50	\$51.50	\$32.00
	3	\$104.00	\$77.00	\$52.50	\$32.50
<i>Total of Columns</i>	1	\$402.00	\$288.00	\$193.00	\$127.00
	2	\$408.00	\$293.00	\$197.00	\$130.00
	3	\$416.00	\$298.00	\$201.00	\$133.00

2406 Maximum Period of Use A commercial used outside of Canada and the United States shall be subject to the provisions of Article 1814 regarding the maximum period of use and re-use. If the maximum period of use of a commercial has expired, conditions and rates of use shall be determined prior to use outside of Canada and the United States, in consultation with the National Executive Director of the ACTRA Performers Guild.

2407 Commercials Produced for Countries Other Than Canada or the U.S. Session fees for such commercials shall be according to the National Commercial Agreement. Use payments shall be the greater of Article 2405 or the applicable rate in the Performer's agreement in the nation for which the commercial was produced. In no circumstances will the use compensation per cycle be less than the equivalent of 1-5 units in Article 1804, Table A.

Radio

SECTION 25 - FOREIGN DISTRIBUTION - RADIO

2501 Combination of Canadian and U.S. Use When a 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 use for U.S. use based upon the following:

(i)

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

	Single Voice/Solo Singer			Multiple Voice/Group Singer		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
<i>New York City (1 unit)</i>	\$208.25	212.50	216.75	\$156.25	159.50	162.75
<i>Chicago (1 unit)</i>	\$208.25	212.50	216.75	\$156.25	159.50	162.75
<i>Los Angeles (1 unit)</i>	\$208.25	212.50	216.75	\$156.25	159.50	162.75
<i>Each group of 25 cities (other than New York, Chicago and Los Angeles (1 Unit))</i>	\$208.25	212.50	216.75	\$156.25	159.50	162.75

(ii)

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

	Single Voice/Solo Singer			Multiple Voice/Group Singer		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
<i>Any 2 units of use</i>	\$417.25	425.50	434.00	\$313.00	319.25	325.75
<i>Any 3 units of use</i>	\$466.75	476.00	485.50	\$349.50	356.50	363.75
<i>Any 4 units of use</i>	\$531.00	541.50	552.25	\$398.25	406.25	414.50
<i>Each additional unit of use beyond 4 units</i>	\$63.50	64.75	66.00	\$47.00	48.00	49.00
<i>All U.S.</i>	\$850.00	867.00	884.25	\$637.50	650.25	663.25

EXAMPLES (RADIO):

- (1) A Performer engaged as an announcer in a 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, single voice	\$417.25/ 425.50/ 434.00
Plus New York City (1 unit of use)	208.25/ 212.50/ 216.75
	\$625.50/ 638.00/ 650.75

Radio

- (2) A Performer engaged as a group singer in a radio commercial for use in Canada, Chicago, 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, multiple voice	\$313.00/ 319.25/ 325.75
Plus Chicago, Los Angeles plus 41 other cities	
(4 units of use)	<u>398.25/ 406.25/ 414.50</u>
	\$711.25/ 725.50/ 740.25

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

- (a) A minimum guarantee per session per commercial as provided in Article 2101 entitling use of a 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.
- (b) For use of a radio commercial in U.S. markets beyond two (2) units of use per thirteen (13) week cycle of use the Performer shall receive per commercial:

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

	Year	Single Voice/ Solo Singer	Multiple Voice/ Group Singer
<i>Any 3 units of use</i>	1	\$466.75	\$349.50
	2	\$476.00	\$356.50
	3	\$485.50	\$363.75
<i>Any 4 units of use</i>	1	\$531.00	\$398.25
	2	\$541.50	\$406.25
	3	\$552.25	\$414.50
<i>Each additional unit beyond 4 units</i>	1	\$63.50	\$47.00
	2	\$64.75	\$48.00
	3	\$66.00	\$49.00
<i>All U.S.</i>	1	\$850.00	\$637.50
	2	\$867.00	\$650.25
	3	\$884.25	\$663.25

EXAMPLES:

- (1) A Performer engaged as a solo singer in a 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	
(2 units of use)	\$417.25/ 425.50/ 434.00

Radio

- (2) A Performer engaged as a group singer in a 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, Los Angeles, plus 19 other cities (4 units of use) as follows:

4 units of use per commercial

\$398.25/ 406.25/ 414.50

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

- (a) A minimum guarantee per session as provided 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 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 in Article 2101.
- (d) Upon payment of three (3) times the residual fee provided 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.

SECTION 26 - REMITTANCE OF PAYMENTS

Television and Radio

2601 Payments Net All rates quoted herein are net to the Performer and no deductions of any amount may be made except as is required to be made by law or by this Agreement.

2602 Payment Time Requirements Payments to each Performer shall be made as follows:

- (a) **Session Payments** All payments for services rendered for each television or radio commercial including session fees, preproduction rehearsal fees and other incidental fees such as for auditions, travel, etc. including applicable penalty payments (e.g. meal period infringement) as provided in this Agreement shall be made not later than fifteen (15) working days after the work session.
- (b) **Edited Commercials** Payments to be made under Section 19 "Editing of Commercials", if not covered elsewhere, shall be made not later than fifteen (15) working days after the first air date of the edited commercial.
- (c) **Use or Residual Payments** Whenever reference is made in this Agreement to cycle, it shall be deemed to mean a period of thirteen (13) consecutive weeks. Uses of all commercials must be declared in cycles.

Television and Radio

- (i) **Wild Spot or Network Spot Cycle - Television** Residual payments for wild spot or network spot usage shall be paid within twenty (20) working days of the first play or the beginning of the applicable cycle of each television commercial.
- (ii) An Engager may change a commercial in spot usage to a higher classification during a cycle of use by either declaring a new cycle and making full payment under the new classification or by paying the difference between the old classification and the new classification and continuing in the present cycle of use. However, such change as herein provided shall not extend the life span of the commercial beyond the provisions of Article 1814.

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

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

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

- (d) **Late Payment Penalties** Failure to make payments within the specified periods in this Agreement shall result in the following penalty payments payable to the Performer:
 - (i) A penalty payment of **\$3.00** per Performer for each working day beginning with the day following the date of default up to thirty (30) working days.
 - (ii) Thereafter the penalty shall cease unless the ACTRA Performers Guild local office notifies the Engager by **Registered Mail** that full payment has not been made. The notification by ACTRA to the Engager will include a copy of the contract in question. In the event that full payment including accrued penalties is not made within twelve (12) working days thereafter, the penalty payment shall be resumed retroactive to the date of the receipt of notice of non-payment, and the amount then shall be **\$8.00** per Performer per working day, without limitation, until the full payment is made.
 - (iii) Late payment penalties on television commercials shall be assessed as outlined above on each commercial. Late payment penalties on radio commercials shall be

Television and Radio

assessed as outlined above on the basis of one (1) late payment penalty for a group of up to three (3) radio commercials produced at the same work session. Late payment penalties shall be assessed on each radio commercial beyond the first three (3) radio commercials.

- (iv) Late payment of the Insurance and Retirement Plan deductions and contributions shall be subject to late payment penalties calculated in accordance with (d)(iii) above made payable to Actra Fraternal Benefit Society.
- (v) An Engager who fails to pay the Performers within sixty (60) working 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.

- (vi) Insurance and Retirement Plan deductions and contributions shall not be made on late payments levied upon an engager. Failure to pay in full due to mathematical error shall not result in late payment penalties.

Penalties shall not be invoked if the Performer, and having been furnished an engagement contract on or before the date of the session fails to return the signed contract promptly, or when there is a bona fide dispute as to compensation.

(e) **Payment Procedures and Forms**

- (i) **Payable to Performer** All payments due to Performers such as session fee, recall fee, residual fee, audition fee and other incidental fees, including penalty payments (if any) shall be made payable to the Performer and shall be forwarded to the ACTRA Performers Guild local office in the location in which the production has taken place.
- (ii) **Session Payment** All fees and penalties (i.e. session fee, preproduction rehearsal fee, recall fee) due to the Performer for his/her work in a commercial shall be made payable to the Performer and shall be forwarded to the appropriate ACTRA Performers Guild local office within the time period specified in this Agreement, together with copies of the completed session payment form as provided by the ACTRA Performers Guild.
- (iii) **Residual Payment** All residual fees due to the Performer for the use of a commercial in which he/she has been engaged shall be made payable to the Performer and shall be forwarded to the appropriate ACTRA Performers Guild local office within the time period specified in this Agreement, together with copies of the completed declaration of use and residual payment form as provided by the ACTRA Performers Guild.

SECTION 27 - GUILD WORK DUES DEDUCTIONS

2701 Guild Member Dues Deduction The Engager shall deduct Guild work dues in the amount of 1.75% of gross fees paid to each Performer who is an ACTRA Performers Guild member, and shall pay such amount to the Guild by cheque together with session and residual payments. During the life of this Agreement, the Guild may amend the percentage of the deduction.

2702 Guild Apprentice Member and Non-Member Service Fee Deductions The Engager shall deduct Guild Apprentice Member and Non-Member Service Fees in the amount of ten percent (10%) plus GST, HST & QST on the 10% service charge fee, from the gross Residual and Dormancy Fees payable to each ACTRA Apprentice member and non-member. The Engager shall pay such amount to the Guild by cheque together with all residual and dormancy payments. During the life of this Agreement, the Guild may amend the percentage of the deduction.

**SECTION 28 - INSURANCE AND RETIREMENT PLANS,
EQUALIZATION PAYMENTS & DEDUCTIONS**

2801 Insurance The Engager shall contribute for insurance purposes an amount equal to three percent (3%) of the gross fees paid to each Performer who is a full member of the ACTRA Performers Guild.

2802 Retirement The Engager shall contribute for retirement purposes an amount equal to seven percent (7%) of the gross fees paid to each Performer who is a full member of the ACTRA Performers Guild.

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

2804 Non-members' Equalization Payments and Deductions

- (a) In order to equalize the payments and deductions in respect of Guild members and non-members, the Engager shall:
 - (i) contribute an amount equal to ten percent (10%) of the gross fees paid to each Performer who is not a member of the Guild including those designated as Apprentice or temporary members, and work permittees (a non-member) and,
 - (ii) deduct from the remuneration payable to each non-member an amount equal to four percent (4%) of the Performer's gross fees.
- (b) The Equalization payments and deductions made in respect of non-members may be used and applied by the Guild and ACTRA Fraternal Benefit Society for disposition in such manner and for such purposes as may be determined in the absolute and unfettered discretion of the Guild or the ACTRA Fraternal Benefit Society.

Television and Radio

- (c) All contributions and deductions made pursuant to this Article 28 shall be made payable by cheque to:
 - (i) The Union of British Columbia Performers in respect of productions in the Province of British Columbia, and
 - (ii) The ACTRA Fraternal Benefit Society in the case of all other productions.
- (d) With respect to non-member equalization payments and deductions received by the ACTRA Fraternal Benefit Society and the UBCP, the Society and the UBCP shall each retain an amount equal to ten percent (10%) of the gross fees received, and the balance shall be remitted to the Guild.

2805 Remittance Procedures All deductions, contributions and payments as required to be made to the ACTRA Fraternal Benefit Society shall be payable by cheque thereto, and remitted together with the session and residual payments to the ACTRA Performers Guild local office, in the location in which the production took place.

All cheques on account of the contributions, deductions and equalization payments made pursuant to this Article 28 shall be remitted by courier and/or Electronic Data Interchange (EDI) to the local Guild office in the location in which the production is being produced and/or administered.

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

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

SECTION 29 - CONTRACT SERVICE FEE

2901 Contract Service Fee - Amount

- (a) This Agreement recognizes that in as much as contract service fees exist in other ACTRA Performers Guild Agreements (i.e. CBC, CTV, Independent Production Agreement) such fees shall also be payable in the production of commercials for television and radio. The purpose of such payment is to compensate for the enforcement of this Agreement by the ACTRA Performers Guild and service and stewarding provided by the ACTRA Performers Guild in connection with the production of commercials.
- (b) The contract service fee shall be the lesser of:
 - (i) \$375.00 per television commercial, plus \$26.25 GST or HST or QST;
\$150.00 per radio commercial, plus \$10.50 GST or HST or QST

Television and Radio

If either the Engager or the Advertiser/Client is a member of ICA or AAPQ and ICA, then there will be a twenty-five (25%) discount taken on such fee payable in connection with the production of such commercial.

If both the Engager and the Advertiser/Client are members of ICA or AAPQ and ACA respectively, then a fifty percent (50%) discount will be taken on such fee payable. When both the advertising agency and advertisers are members of the ICA or ACA, the maximum discount allowed is fifty percent (50%).

OR

- (ii) The total amount of the Contract Service Fees payable shall be twenty-five percent (25%) of the Performers' total gross earnings, (excluding Insurance and Retirement Engager contributions) on a television commercial, and twenty percent (20%) of the Performers' total gross earnings, (excluding Insurance and Retirement Engager contributions) on a radio commercial, or the amounts listed in (b) above.
- (iii) When more than three (3) commercials are produced at the same work session, the Contract Service Fees payable per commercial may be limited as follows:
 - up to five (5) commercials - maximum three (3) C.S.F.'s payable;
 - six (6) or more commercials - maximum five (5) C.S.F.'s payable.
- (c) The Contract Service Fee will be payable on the original production of radio and television commercials only. In addition, Contract Service Fees shall not be payable on Television and Radio demo or test commercials until such demo or test commercials are broadcast, Public Service Announcements, lifts, edits and tags. The Contract Service Fee payable on a commercial shall at no time exceed the session fees paid to Performers on such commercial.
- (d) The Engager shall be responsible for the remittance of the required contract service fees at the time that the session payments are made. In the course of production in which an advertising agency engages the services of a production house which has not adhered to this Agreement, the advertising agency shall make arrangements for the remittance to the local office of the ACTRA Performers Guild of the contract service fee by such production house. In the event that a production house does not make payment as prescribed herein, the advertising agency for which the commercial is produced shall be liable for such payment upon receipt of an invoice from the local office of the ACTRA Performers Guild.
- (e) The ACTRA Performers Guild will refund quarterly to ACA twenty-eight point five percent (28.5%) and to ICA twenty-eight point five percent (28.5%) of the total amount of contract service fees collected, to compensate ACA and ICA for their costs for servicing, administering and negotiating this Agreement. Penalty payments shall not be invoked if these fees are not paid within the above specified time periods.

SECTION 30 - LETTER OF ADHERENCE

3001 Binding Obligation Engager of Performers in the production of commercials who agreed to be bound by this Agreement for television or radio shall sign a Letter of Adherence on their own letterhead and forward the original signed copy to the National Executive Director of the ACTRA Performers Guild. Such Letter of Adherence once executed shall constitute a binding obligation to the current National Commercial Agreement by the signatory to the Letter of Adherence in relation to the production of commercials by the signatory or any companies which it now or in the future controls and manages. Such Letter of Adherence shall be in the format provided in Article 3004.

3002 Unfair Engager Failure or refusal by any Engager to sign a Letter of Adherence shall automatically cause such Engager or Engager to forfeit all rights under this Agreement and ACTRA Performers Guild may declare such Engager or Engager to be an "unfair Engager" and the ACTRA Performers Guild may instruct all Performers, without injury or damage to the Performers, or the ACTRA Performers Guild, not to work for such unfair Engager.

3003 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.

3004 Letter of Adherence See format overleaf.

3005 Relationship with Non-Signatory The ACTRA Performers Guild recognizes that signatories to this Agreement have and will continue to have business relationships with persons and companies which may not be bound by this Agreement. This Agreement will not affect such relationships and nothing herein will require any adherent or signatory to cease any such relationship to breach any contract or participate in any boycott.

3004

**LETTER OF ADHERENCE
TO THE APG-ICA/ACA
NATIONAL COMMERCIAL AGREEMENT**

(See Article 3001) Please sign a Letter of Adherence and Negotiation Protocol as follows, on company letterhead and forward it to the Branch Manager of the Local Guild Office. The executed Letter of Adherence and Negotiation Protocol shall constitute a binding and irrevocable obligation by the Company to the terms and conditions of this Agreement.

COMPANY NAME: _____
ADDRESS: _____
CITY: _____ PROVINCE: _____
POSTAL CODE: _____
TEL NO: _____ FAX NO: _____
DATE: _____

TO: ACTRA PERFORMERS GUILD LOCAL UNION OFFICE

The Engager named below hereby acknowledges receipt of the National Agreement of rates and conditions for Performers in Television and Radio Commercials dated February 1, 1999 to January 31, 2002 negotiated between the ACTRA Performers Guild and the Joint Broadcast Committee of the Institute of Canadian Advertising and the Association of Canadian Advertisers. In the interests of promoting stability in the industry and maintaining harmonious relations with the ACTRA Performers Guild and its members, 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 and Negotiation Protocol once executed will constitute a binding obligation to the current Agreement by the signatory in relation to the production of commercials by the signatory or any companies which it now or in the future controls and manages.

Where provincial labour legislation requires that Branches/Local Unions of the ACTRA Performers Guild be a trade union for the purposes of being certified provincially, the Engager hereby agrees that the terms of the National Commercial Agreement shall apply to all commercials produced by the Engager in such province given that a majority of the persons governed by this Agreement have ratified said Agreement in such province.

SIGNATURE

PRINT OR TYPE NAME

TITLE

ON BEHALF OF:

_____ this _____ day of _____
COMPANY NAME

(Original signed copy must be mailed.)

The terms of this Letter of Adherence and Negotiation Protocol are hereby countersigned by a duly authorized representative of the ACTRA Performers Guild.

Per: _____ Date: _____

SECTION 31 - INDEPENDENT ENGAGERS

3101 Engager Liable In the event that the Engager contracts or engages an independent Engager or production house which is not a signatory to this Agreement for the production of a commercial, the Engager shall be liable for any violations of this Agreement arising out of the production of such a commercial by such independent Engager or production house.

3102 Agreement Terms No Less Favourable The ACTRA Performers Guild further agrees that it will not enter into any agreement involving the services of its members on commercials with a Engager on terms more favourable to such Engager than the terms set forth herein. The provisions of this Section shall not preclude the right of the ACTRA Performers Guild to negotiate agreements governing rates and conditions for local markets only. The ACTRA Performers Guild further agrees that it will not permit its members to be engaged by any Engager of television commercials in Canada who has not signified in writing adherence to this Agreement.

SECTION 32 - TRANSFER OF RIGHTS

3201 Transfer of Rights Required Upon the sale, transfer, assignment or other disposition by an Engager of any commercials produced by it hereunder, the Engager shall not be responsible to the ACTRA Performers Guild for residual payments provided herein, or for a breach or violation of this Agreement by such transferee provided the Engager in its agreement with such transferee shall include a provision made expressly for the benefit of the ACTRA Performers Guild requiring such transferee to comply with all of the provisions of this Agreement with respect to such commercials. Such agreement shall be substantially in the following form:

3202 Transfer of Rights Form

“ _____ (insert the name of the company to which the commercial is being transferred, hereafter referred to as the “Transferee”) hereby agrees with _____ (insert the name of the Engager from which the commercial is being transferred, hereafter referred to as the “Transferor”) that all television/radio commercials covered by this Transfer of Rights Agreement are subject to the current National Commercial Agreement to which the Transferor is a signatory. The Transferee hereby agrees expressly for the benefit of the ACTRA Performers Guild to respect and abide by all the provisions of said Agreement and make the additional payments for the use of the television/radio commercial(s) required thereby. It is expressly understood and agreed that the right of the Transferee to telecast the television/radio commercial(s) affected by this Agreement shall be subject to and conditional upon the prompt payment to the Performers involved of compensation for session and residual fees as provided in the National Commercial Agreement.”

An Engager may not be responsible for payment if unable to obtain a transfer of rights letter from their client.

Television and Radio

3203 Written Notice The Engager shall give written notice by mail to the ACTRA Performers Guild of each sale, transfer, assignment or other disposition of any commercial(s) which may be subject to the National Commercial Agreement with the name and address of the purchaser, transferee or assignee and shall deliver to the ACTRA Performers Guild a copy of the above referred to Transfer of Rights agreement.

SECTION 33 - BOND IN CERTAIN CASES

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

SECTION 34 - GRIEVANCE AND COMPLAINTS

3401 Without Prejudice Engagers agree that Performers exercising their rights under the provisions of this Agreement do so without prejudice to their relationship with such Engagers and the sponsors who may be clients of such Engagers.

3402 First Stage A complaint of a minor nature involving the interpretation of this Agreement shall be dealt with by the Engager at the request of the ACTRA Performers Guild, or in the alternative by the ACTRA Performers Guild at the request of the Engager at the time of actual production. At the request of either party, it shall be agreed to have a screening of a commercial or commercials available to ACTRA Performers Guild representatives at a time mutually convenient to both parties to facilitate the discussion of matters of interpretation of this Agreement insofar as the commercial(s) in question may be concerned.

3403 Second Stage - Joint Standing Committee Failure to resolve the minor matter satisfactorily, or in the event that any complaint by either party affecting the interpretation, administration or alleged violation of this Agreement is not satisfactorily settled between the Engager concerned and the ACTRA Performers Guild, the complaining party shall place the complaint before the Joint Standing Committee for disposition in writing.

3404 Joint Standing Committee - Composition The Joint Standing Committee, composed of four (4) representatives of ICA and ACA, and four (4) representatives of the ACTRA Performers Guild (six of whom shall constitute a quorum) shall deal with the complaint within a period of forty (40) working days from the date the complaint was filed with the Committee. Each party shall have equal voting rights at any meeting of the Committee, e.g. when only three (3) representatives of the Joint Broadcast Committee are present, then the ACTRA Performers Guild shall be entitled to three (3) representatives only at that meeting.

The Joint Standing Committee shall hear the nature of the complaint from the parties affected by the complaint and attempt to resolve the matter. In dealing with the complaint, the Joint Standing Committee shall hear such representatives and such evidence as either party wishes to present.

Television and Radio

The Joint Standing Committee shall meet six times per calendar year, with meetings held 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 can be cancelled only in the event that there are no grievances to discuss. A meeting may be postponed due to extra ordinary circumstances, but in no event for more than eleven (11) working days. Parties submitting grievances who are not able to appear in person may submit a statement in writing or on videotape. It is the obligation of the ICA, the ACA, and ACTRA to make sure that they are adequately represented at these meetings.

3405 Appointees Both the Joint Broadcast Committee and the ACTRA Performers Guild shall advise the other party in writing of its appointees on the Joint Standing Committee. Each of the parties may appoint an alternate member in the absence of an appointed member of the committee. It is agreed that the ACTRA Performers Guild nominees shall not be salaried employees of the ACTRA Performers Guild and the Joint Broadcast Committee nominees shall not be persons representing the Engager whose complaint is being considered by the Committee.

3406 Rules and Procedures The Joint Standing Committee may make its own rules and procedures and shall rotate the chairperson. Records and minutes must be kept. The Committee may appoint a non-member secretary to keep records and minutes.

3407 Powers The Joint Standing Committee shall be empowered to decide on each matter submitted to it for disposition in accordance with the provisions of this Agreement. In addition, the Committee shall be empowered to:

- (a) Interpret the Agreement where it is found by the Committee that a provision or provisions of the Agreement are ambiguous.
- (b) Provide redress to the complaining party where it is found that the Agreement has been violated.
- (c) Recommend improvements in the administration of the Agreement to the parties.

3408 Majority Decision A complaint shall be settled when a majority of the members of the Committee agree upon a solution. The decision of the Committee shall be reduced to writing and available to both parties. Where the Committee so decides, the terms of the decision shall be communicated to the members of either the Joint Broadcast Committee or the ACTRA Performers Guild, or both.

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.

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.

Television and Radio

3410 Timely and Complete Hearing The Arbitrator shall hear the dispute as soon as possible. Each party to the complaint shall be afforded every opportunity to present their case including all evidence deemed necessary by the parties concerned.

3411 Powers of Arbitrator The Arbitrator shall not alter, amend, add to or delete from the terms of this Agreement.

3412 Arbitrator's Decision The Arbitrator shall be empowered to issue a decision that will enable the complaining party to exercise all rights and benefits provided by this Agreement. The Arbitrator shall, in establishing entitlement of such rights and benefits, render a decision which he/she considers warranted under the circumstances, including redress in the form of damages.

3413 Decision Final The decision of the Arbitrator shall be final and binding on both parties to this Agreement.

3414 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, the ACTRA Performers Guild shall have the right to declare such Engager unfair and the ACTRA Performers Guild may direct its members not to accept any engagements from such Engager, without injury or damage to the Performers or to the ACTRA Performers Guild.

3415 Time Periods May be Changed Any time period provided in this section may be changed by mutual agreement between the representatives of the Joint Broadcast Committee and the ACTRA Performers Guild, which agreement shall be confirmed in writing.

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.

SECTION 35 - PERIOD OF OPERATION

3501 Term of Agreement This National Agreement shall come into effect on February 1, 1999, and shall remain in full operation until January 31, 2002.


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. Notwithstanding the above, it shall be a condition that duly constituted representatives of the adherents to the Agreement shall meet on or before six (6) months prior to such expiration date.

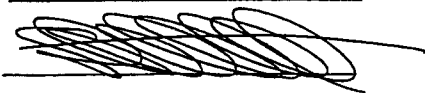
3503 Application of New Rates Notwithstanding the foregoing, it is agreed that this Agreement, effective February 1, 1999, shall not apply to session payments for commercials produced prior to February 1, 1999, and to residual payments of Performers in commercials where such commercials are in use on February 1, 1999.

Residuals for Performers in such commercials shall continue to be paid at the prevailing rates of the National Agreement immediately predating this Agreement until the cycle in operation on February 1, 1999 has expired. Residual payments for subsequent cycles of such commercials shall be paid at the use rates provided in this Agreement.

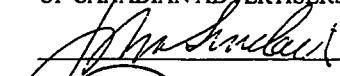
In witness whereof the parties hereto have caused this Agreement to be executed this 22nd day of Sept. , 1999.

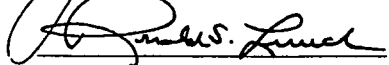
THE ACTRA PERFORMERS GUILD





JOINT BROADCAST COMMITTEE OF
THE INSTITUTE OF CANADIAN
ADVERTISING AND THE ASSOCIATION
OF CANADIAN ADVERTISERS





ADDENDUM NO. 1
ACTRA-ICA/ACA AGREEMENT
RESPECTING RATES AND CONDITIONS FOR PERFORMERS IN LOCAL AND
REGIONAL TELEVISION AND RADIO COMMERCIALS

ARTICLE 1 - APPLICATION AND RECOGNITION

101 Application The terms and conditions of this Agreement shall apply to persons who are members or are eligible for membership in the ACTRA Performers Guild with respect to local television and radio commercials produced and broadcast for local use in the geographic areas defined herein.

102 Limitations - Local Advertisers This Agreement is limited to commercials produced for advertising of products or services normally advertised or distributed on a local or regional basis.

103 Parties to Agreement The terms of this Agreement are the result of negotiations between representatives of the Joint Broadcast Committee established by the Institute of Canadian Advertising (ICA) and the Association of Canadian Advertisers (ACA) and the ACTRA Performers Guild.

104 Recognition The Engager recognizes the ACTRA Performers Guild (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 The Engager recognizes the ACTRA Performers Guild (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 in this Agreement.

106 Limitation to Geographic Areas This Agreement is limited to the following geographic areas referred to in Clauses 101 and 102 above:

- (i) Newfoundland;
- (ii) Nova Scotia, New Brunswick and Prince Edward Island;
- (iii) Manitoba (including Ontario east to Thunder Bay);
- (iv) Saskatchewan;
- (v) Alberta (including Peace River, B.C.);
- (vi) British Columbia;
- (vii) South-East Ontario (Ottawa/Kingston);
- (viii) Northern Ontario (north of No. 17 Highway but including the cities of Sudbury, North Bay and Sault Ste. Marie);
- (ix) South-West Ontario (London/Windsor).
- (x) North West Territories, Yukon.

Television and Radio

107 Production Outside Area of Use Where a commercial is produced in a production centre outside of the geographic area of use, the session fees provided in the ACTRA Performers Guild ICA/ACA National Commercial agreement shall apply. However, if the commercial is used in the geographic area listed in Clause 106 above and conforms to the other conditions prescribed in this Agreement, use fees shall be payable as provided in Article 6 of this Agreement. If a commercial is used in more than one Atlantic Province, it may be stepped up from Category No. 3 to Category No. 2. Likewise, if a commercial is used in more than one Prairie Province, it may be stepped up from Category No. 2 to Category No. 1.

108 National Agreement May Apply Any departure from the conditions set forth in this Agreement will automatically place the commercial under the terms, rates and conditions of the ACTRA Performers Guild-ICA/ACA National Commercial Agreement.

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

110 Exception When an Engager has produced a minimum of five (5) commercial sessions in a geographic area under this Addendum in a twelve (12) month period, such Engager may produce a commercial session outside of that geographic area (which commercial is intended to be used in the original geographic area) when all the following provisions have been complied with:

- (a) The National Agreement session fee shall apply.
- (b) The session payment shall permit the production of up to three (3) minutes of finished commercials.
- (c) The use fee shall be paid according to the regional use table for the location of use.

ARTICLE 2 - DEFINITIONS

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

ARTICLE 3 - CONDITIONS OF PRODUCTION

301 Auditions In order to encourage the development of a professional body of Performers in the locality, the Engager may request a Performer to audition without compensation, inclusive of a "mike test" reading of lines for a period not exceeding one (1) hour from the time the Performer is called to report for such audition. Where any audition tape or recording is actually used in a commercial, the Performer shall be contracted and paid the appropriate session and residual fees.

302 Payment Time Periods The Engager will remit the required payments for the Performer, the ACTRA Performers Guild, and the ACTRA Fraternal Benefit Society, and the

Television and Radio

appropriate forms to the local union office of the ACTRA Performers Guild no later than fifteen (15) working days following the date of production.

Such forms will provide the local ACTRA Performers Guild office with information as to name of Engager, sponsor, identity of commercial, name of Performer, date of production, category of performance, hours of work and declaration of use of the commercial by designating market use and cycle dates where applicable.

303 Prior Notification

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

ARTICLE 4 - PREFERENCE OF ENGAGEMENT

401 Preference to ACTRA Members *The Engager agrees that the ACTRA Performers Guild members in the locality of use will receive preference of engagement. The Engager will make every effort to engage ACTRA Performers Guild members. Where it is established that an Engager does not give preference of engagement to ACTRA Performers Guild members, the ACTRA Performers Guild may refer the matter to the ACTRA Performers Guild-ICA/ACA Joint Standing Committee for disposition and action.*

402 Work Permits If it is not possible to secure the talent required by the Engager from amongst the members of the ACTRA Performers Guild, the following procedure shall apply:

- (a) The Engager shall notify the nearest office of the ACTRA Performers Guild of the reasons for the engagement of non-ACTRA Performers Guild talent, and such non-ACTRA Performers Guild persons shall apply for a work permit from the nearest local ACTRA Performers Guild office. **Permits must be secured and paid for prior to the commencement of work.**
- (b) The work permit fees for non-members shall be **\$35.00** per session in all localities covered by this Agreement.

403 Work Permits Required ACTRA Performers Guild members shall not be required to work with Performers who are not members of the ACTRA Performers Guild and who do not hold a work permit issued by the ACTRA Performers Guild.

404 Non-Residents Precluded The engagement of Performers who are not residents of Canada is precluded by the Agreement, unless they are members in good standing of the ACTRA Performers Guild. Any violation of this provision, will automatically invoke the application of rates and conditions of the ACTRA Performers Guild-ICA/ACA National Commercial Agreement.

Television and Radio

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 **\$337.50** per commercial up to a maximum of three (3) waiver fees per pool of commercials produced during the same voice session (**\$1,012.25**).

Radio

406 Non-Members in Exceptional Circumstances The Engager agrees that only members of the ACTRA Performers Guild shall be engaged as Performers in radio commercials, except that non-members may be engaged in exceptional circumstances such as where the required talent is not available from within the ACTRA Performers Guild membership or to appear as themselves to endorse or give a testimonial about a product or service. Application must be made to the ACTRA Performers Guild 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.

ARTICLE 5 - NATIONAL COMMERCIAL AGREEMENT

Television and Radio

501

- (a) **National Agreement Shall Govern** Where this Agreement is silent or a dispute occurs concerning this Agreement, the provisions of the ACTRA Performers Guild-ICA/ACA National Commercial Agreement shall govern. It is agreed that the ACTRA Performers Guild-ICA/ACA Joint Standing Committee (established under the terms of the National Commercial Agreement) may from time to time establish rulings concerning this Agreement 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.
- (b) **Fee Shall Not Exceed National Agreement** In any event the minimum fee payable to a Performer for a session or residual fee under the Local Addendum shall under no circumstances exceed the comparable minimum in the National Agreement.

ARTICLE 6 - RATES

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

602 Geographic Areas/Regional Categories

- (a) The following sets forth the geographic areas to which the appropriate minimum fees apply:

Television and Radio

Regional Category

Geographic Area

- No. 1 British Columbia; or Prairie Provinces (Alberta, Saskatchewan and Manitoba)
- No. 2 Manitoba (including Ontario east to Thunder Bay); or Saskatchewan; or Alberta (including Peace River, B.C.); or Atlantic Provinces; or S.E. Ontario (Ottawa/ Kingston); or S.W. Ontario (London/Windsor)
- No. 3 Northern Ontario; or Newfoundland; or Nova Scotia; or New Brunswick; or Prince Edward Island; or North West Territories; or Yukon.
- No. 4 Applicable to commercials produced in either British Columbia or the Prairie provinces for use in both areas inclusively. This provision is effective for a trial period of one year only (from July 6, 1995 to July 5th, 1996), unless extended by mutual agreement of the Parties to this Agreement.

Television

603 Session Fees - TV

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

Regional Category

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Performance Category	Year	No.1	No.2	No.3	No.4	Included Work Time
<i>Principal Performers</i>	1	\$378.40	\$313.10	\$271.50	\$548.60	6 hours
	2	\$386.00	\$319.40	\$276.90	\$559.60	6 hours
	3	\$393.70	\$325.80	\$282.40	\$570.80	6 hours
<i>Silent On-Camera/Demo</i>	1	\$364.10	\$301.00	\$258.20	\$528.10	6 hours
	2	\$371.40	\$307.00	\$263.40	\$538.70	6 hours
	3	\$378.80	\$313.10	\$268.70	\$549.50	6 hours
<i>Voice-Over/Solo (off-camera)</i>	1	\$187.00	\$110.60	\$86.20	\$271.10	1 hour
	2	\$190.70	\$112.80	\$87.90	\$276.50	1 hour
	3	\$194.50	\$115.10	\$89.70	\$282.00	1 hour
<i>Group Singer (off-camera)</i>	1	\$140.30	\$66.40	\$51.50	\$203.40	1 hour
	2	\$143.10	\$67.70	\$52.50	\$207.50	1 hour
	3	\$146.00	\$69.10	\$53.60	\$211.70	1 hour
<i>Background Performers (no residuals)</i>	1	\$213.80	\$107.60	\$107.60	\$310.00	4 hours
	2	\$218.10	\$109.80	\$109.80	\$316.20	4 hours
	3	\$222.50	\$112.00	\$112.00	\$322.50	4 hours

Television

- (b) **Additional Commercials** Each additional commercial (beyond three (3) minutes of finished commercials) produced at the same work session may be paid at the rate of **one third (1/3)** of the appropriate minimum guarantee per session. 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, 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 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 **\$33.30/ 34.00/ 34.70**, and for category 4 at the rate of **\$48.30/ 49.30/ 50.30** 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 and eighth hours of work for categories 1, 2 and 3 at the rate of **\$40.20/ 41.00/ 41.80**, and for category 4 at the rate of **\$58.10/ 59.30/60.50** 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 **\$43.80/ 44.70/ 45.60**, and for category 4 at the rate of **\$63.60/ 64.90/ 66.20** per hour or any portion thereof.

(f) **Recall and Preproduction Rehearsal**

Minimum Guarantee Regional Category

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Performance Category	Year	No.1	No.2	No.3	No.4	Included Work Time
<i>Principal Performers</i>	1	\$189.60	\$156.60	\$134.30	\$275.00	3 hours
	2	\$193.40	\$159.70	\$137.00	\$280.50	3 hours
	3	\$197.30	\$162.90	\$139.70	\$286.10	3 hours
<i>Silent On-Camera/Demo</i>	1	\$182.30	\$150.70	\$129.20	\$264.30	3 hours
	2	\$186.00	\$153.70	\$131.80	\$269.60	3 hours
	3	\$189.70	\$156.80	\$134.40	\$275.00	3 hours
<i>Voice-Over/Solo (off-camera)</i>	1	\$93.30	\$55.30	\$43.00	\$135.30	1 hour
	2	\$95.20	\$56.40	\$43.90	\$138.00	1 hour
	3	\$97.10	\$57.50	\$44.80	\$140.80	1 hour
<i>Group Singer (off-camera)</i>	1	\$72.30	\$33.20	\$26.00	\$101.80	1 hour
	2	\$73.80	\$33.90	\$26.50	\$103.80	1 hour
	3	\$75.30	\$34.60	\$27.00	\$105.90	1 hour
<i>Background Performers</i>	1	\$107.60	\$53.90	\$52.70	\$156.10	2 hours
	2	\$109.80	\$55.00	\$53.80	\$159.20	2 hours
	3	\$112.00	\$56.10	\$54.80	\$162.40	2 hours

Television

(g) **Demo and Test Commercials** Voice-over Performers engaged in demo or test commercials shall be paid not less than seventy-five percent (75%) of the applicable session fee and one (1) hour included work time. On-camera Performers shall be paid not less than fifty percent (50%) of the applicable session fee (three (3) hours included work time). Hours worked beyond the included work time shall be paid at the full rates of additional work time and overtime. Performers must be notified at the time of booking if commercials are demo and it must be so stated on the Performer's contract. Demo commercials shall not be broadcast. In the event that a demo commercial is to be broadcast, the Engager must seek the permission of the Performers concerned. In the event that the permission of all the Performers is obtained, then the fees paid to the Performers must be upgraded to the normal Television applicable session fees. Such payment shall be made prior to the broadcast of the commercial. The Engager may only seek to upgrade a demo for broadcast within the first thirteen (13) weeks after production, although under special circumstances and with the agreement of the Performer(s) extensions may be granted. Residual payments must be made to the Performers for broadcast use.

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

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

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

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

(i) At the original session, up to a total of three (3) minutes 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) Where a Performer is recalled in order to produce tags, the appropriate recall rate shall be paid.

(iii) Where a new Performer is engaged to produce tags, the appropriate session fee shall be paid.

(iv) When a Performer records in excess of ten (10) tags as provided in (i) and (iii) above the payment per additional tag shall be as follows:

Regional Television	Regional Category #1	Regional Category #2	Regional Category #3	Regional Category #4
on-camera	87.70/ 89.50/ 91.30	\$64.90/ 66.20/ 67.50	\$48.40/ 49.40/ 50.40	\$127.10/ 129.60/ 132.20
off-camera	52.70/ 53.80/ 54.90	39.40/ 40.20/ 41.00	29.10/ 29.70/ 30.30	76.40/ 77.90/ 79.50
Radio	29.20/ 29.80/ 30.40	21.50/ 21.95/ 22.40	15.85/ 16.15/ 16.45	42.30/ 43.15/ 44.05

Television

604 Residual Fees - TV

Regional Category No. 1 - Rates Per Commercial

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Performance Category	Year	per week of use	per month of use	per 13 weeks of use	per one year use (prepaid)	per two years use (prepaid)
<i>Principal Performers</i>	1	\$140.10	\$214.10	\$282.30	\$847.00	\$1,482.30
	2	\$142.90	\$218.40	\$288.00	\$863.90	\$1,512.00
	3	\$145.80	\$222.80	\$293.80	\$881.20	\$1,542.20
<i>Silent On-Camera</i>	1	\$134.70	\$205.90	\$271.60	\$814.40	\$1,435.90
	2	\$137.40	\$210.00	\$277.00	\$830.70	\$1,464.60
	3	\$140.20	\$214.20	\$282.50	\$847.30	\$1,493.90
<i>Voice-Over/Solo Singer (off-camera)</i>	1	\$94.80	\$140.10	\$214.10	\$642.20	\$1,124.00
	2	\$96.70	\$142.90	\$218.40	\$655.00	\$1,146.50
	3	\$98.60	\$145.80	\$222.80	\$668.10	\$1,169.40
<i>Group Singer (off-camera)</i>	1	\$71.00	\$105.50	\$161.60	\$484.50	\$847.70
	2	\$72.40	\$107.60	\$164.80	\$494.20	\$864.70
	3	\$73.90	\$109.80	\$168.10	\$504.10	\$882.00

Regional Category No. 2 - Rates Per Commercial

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Performance Category	Year	per week of use	per month of use	per 13 weeks of use	per one year use (prepaid)	per two years use (prepaid)
<i>Principal Performers</i>	1	\$110.60	\$155.20	\$214.10	\$642.20	\$1,124.00
	2	\$112.80	\$158.30	\$218.40	\$655.00	\$1,146.50
	3	\$115.10	\$161.50	\$222.80	\$668.10	\$1,169.40
<i>Silent On-Camera</i>	1	\$106.40	\$149.10	\$205.90	\$617.50	\$1,080.90
	2	\$108.50	\$152.10	\$210.00	\$629.90	\$1,102.50
	3	\$110.70	\$155.10	\$214.20	\$642.50	\$1,124.60
<i>Voice-Over/Solo Singer (off-camera)</i>	1	\$67.60	\$90.00	\$160.90	\$478.50	\$844.90
	2	\$69.00	\$91.80	\$164.10	\$488.10	\$861.80
	3	\$70.40	\$93.60	\$167.40	\$497.90	\$879.00
<i>Group Singer (off-camera)</i>	1	\$40.30	\$53.90	\$96.40	\$289.30	\$506.40
	2	\$41.10	\$55.00	\$98.30	\$295.10	\$516.50
	3	\$41.90	\$56.10	\$100.30	\$301.00	\$526.80

Television

604 Residual Fees - TV

Regional Category No. 3 - Rates Per Commercial
Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Performance Category	Year	per week of use	per month of use	per 13 weeks of use	per one year use (prepaid)	per two years use (prepaid)
<i>Principal Performers</i>	1	\$101.50	\$133.50	\$198.80	\$597.00	\$1,044.60
	2	\$103.50	\$136.20	\$202.80	\$608.90	\$1,065.50
	3	\$105.60	\$138.90	\$206.90	\$621.10	\$1,086.80
<i>Silent On-Camera</i>	1	\$97.30	\$128.70	\$191.30	\$573.60	\$1,004.50
	2	\$99.30	\$131.30	\$195.10	\$585.10	\$1,024.60
	3	\$101.30	\$133.90	\$199.00	\$596.80	\$1,045.10
<i>Voice-Over/Solo Singer (off-camera)</i>	1	\$44.60	\$67.60	\$133.50	\$400.80	\$701.60
	2	\$45.50	\$69.00	\$136.20	\$408.80	\$715.60
	3	\$46.40	\$70.40	\$138.90	\$417.00	\$729.90
<i>Group Singer (off-camera)</i>	1	\$26.70	\$40.30	\$80.10	\$240.60	\$420.90
	2	\$27.20	\$41.10	\$81.70	\$245.40	\$429.30
	3	\$27.70	\$41.90	\$83.30	\$250.30	\$437.90

Regional Category No. 4 - Rates Per Commercial
Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Performance Category	Year	per week of use	per month of use	per 13 weeks of use	per one year use (prepaid)	per two years use (prepaid)
<i>Principal Performers</i>	1	\$280.10	\$428.30	\$564.50	\$1,694.00	\$2,964.40
	2	\$285.70	\$436.90	\$575.80	\$1,727.90	\$3,023.70
	3	\$291.40	\$445.60	\$587.30	\$1,762.50	\$3,084.20
<i>Silent On-Camera</i>	1	\$269.40	\$411.90	\$543.00	\$1,628.80	\$2,872.00
	2	\$274.80	\$420.10	\$553.90	\$1,661.40	\$2,929.40
	3	\$280.30	\$428.50	\$565.00	\$1,694.60	\$2,988.00
<i>Voice-Over/Solo Singer (off-camera)</i>	1	\$189.40	\$280.10	\$428.30	\$1,179.50	\$2,248.10
	2	\$193.20	\$285.70	\$436.90	\$1,203.10	\$2,293.10
	3	\$197.10	\$291.40	\$445.60	\$1,227.20	\$2,339.00
<i>Group Singer (off-camera)</i>	1	\$141.90	\$210.80	\$323.20	\$969.20	\$1,695.50
	2	\$144.70	\$215.00	\$329.70	\$988.60	\$1,729.40
	3	\$147.60	\$219.30	\$336.30	\$1,008.40	\$1,764.00

- (a) In the event that only one (1) commercial is produced at the original session, the use fees provided above (except for one (1) or more years of use) may be subject to a

Television

twenty-five percent (25%) discount. The Engager shall note the discount on the Performer's contract prior to providing the contract to the performer for signature.

- (b) Where one (1) or two (2) years' use has been paid, the use need not be continuous provided that the following conditions are met:
 - (i) The conditions of use be agreed upon by the Performer at the time of contracting.
 - (ii) The commercial may be used in any four (4) blocks of thirteen (13) weeks up to a maximum period of two (2) years.
 - (iii) Seasonal commercials as defined in Article 1816 of the National Agreement may be used over a four (4) consecutive year period.

605 Single Station Use - TV The rates below will apply under the following circumstances:

- (a) The commercial will ordinarily be recorded at the facility of the broadcaster at 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 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 Clause 604(a) and 604 plus ten percent (10%) shall be made.

Radio

606 Rates - Radio

- (a) Minimum guarantee per session included up to three (3) minutes of finished commercials (i.e. 3 - 60 second commercials, or 6 - 30 second commercials) - included work time one (1) hour.

Regional Category No. 1 - Session and Use Fee						
Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02						
Performance Category	Year	per week	per month	per 13 week cycle	per one year use (prepaid)	per two years use (prepaid)
<i>Single Voice</i>	1	\$187.10	\$235.30	\$306.35	\$919.05	\$1,561.6
	2	\$190.85	\$240.00	\$312.50	\$937.45	\$1,592.85
	3	\$194.65	\$244.80	\$318.75	\$956.20	\$1,624.70
<i>Multiple Voice</i>	1	\$141.80	\$176.05	\$230.95	\$692.60	\$1,176.95
	2	\$144.65	\$179.55	\$235.55	\$706.45	\$1,200.50
	3	\$147.55	\$183.15	\$240.25	\$720.60	\$1,224.50

Radio**606 Radio****Regional Category No. 2 - Session and Use Fee****Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02**

Performance Category	Year	per week	per month	per 13 weeks of use	per one year use (prepaid)	per two years use (prepaid)
<i>Single Voice</i>	1	\$133.60	\$155.60	\$198.95	\$596.85	\$1,014.25
	2	\$136.30	\$158.70	\$202.95	\$608.80	\$1,034.55
	3	\$139.05	\$161.90	\$207.00	\$621.00	\$1,055.25
<i>Multiple Voice</i>	1	\$80.20	\$93.35	\$119.65	\$358.65	\$609.25
	2	\$81.80	\$95.20	\$122.05	\$365.80	\$621.45
	3	\$83.45	\$97.10	\$124.50	\$373.10	\$633.90

Regional Category No. 3 - Session and Use Fee**Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02**

Performance Category	Year	per week	per month	per 13 weeks of use	per one year use (prepaid)	per two years use (prepaid)
<i>Single Voice</i>	1	\$111.00	\$133.60	\$178.05	\$534.60	\$908.15
	2	\$113.20	\$136.25	\$181.60	\$545.30	\$926.30
	3	\$115.45	\$139.00	\$185.25	\$556.20	\$944.85
<i>Multiple Voice</i>	1	\$66.55	\$80.20	\$106.75	\$320.30	\$544.15
	2	\$67.90	\$81.80	\$108.90	\$326.70	\$555.00
	3	\$69.25	\$83.45	\$111.10	\$333.25	\$566.10

Regional Category No. 4 - Session and Use Fee**Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02**

Performance Category	Year	per week	per month	per 13 weeks of use	per one year use (prepaid)	per two years use (prepaid)
<i>Single Voice</i>	1	\$271.25	\$341.15	\$444.25	\$1,332.60	\$2,264.25
	2	\$276.70	\$347.95	\$453.15	\$1,359.25	\$2,309.55
	3	\$282.25	\$354.90	\$462.20	\$1,386.45	\$2,355.75
<i>Multiple Voice</i>	1	\$205.60	\$255.20	\$334.90	\$1,004.25	\$1,706.60
	2	\$209.70	\$260.30	\$341.60	\$1,024.35	\$1,740.75
	3	\$213.90	\$265.50	\$348.45	\$1,044.85	\$1,775.55

- (b) In the event that only one (1) or two (2) commercials are produced at the original session, the use fees provided above (except for the one (1) year or more of use) may be subject to a twenty-five percent (25%) discount. The Engager shall note the discount on the Performer's contract prior to providing the contract to the Performer for signature.

Radio

- (c) Where a local or regional commercial is used in another region covered by the 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 in the National Commercial Agreement discounted for local use.
- (d) Where one (1) or two (2) years' use has been paid, the use need not be continuous provided that the following conditions are met:
 - (i) The conditions of use be agreed upon by the Performer at the time of contracting.
 - (ii) The commercial may be used in any four (4) blocks of thirteen (13) weeks up to a maximum period of two (2) years.
 - (iii) Seasonal commercials as defined in Article 1816 of the National Commercial Agreement may be used over a four (4) consecutive year period.
- (e) **Additional Commercials** Each additional minute of commercials beyond the three (3) provided shall be compensated at the rate of forty percent (40%) of the appropriate session/use fee.
- (f) **Additional Work Time** Additional work time required at the same work session (beyond the included work time) shall be paid for categories 1, 2 and 3 at the rate of \$18.40/ 18.75/ 19.15 category 4 at the rate of \$26.65/ 27.20/ 27.75 per half-hour or any portion thereof.
- (g) **Minimum Recall**

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Performance Category	Year	No.1	No. 2	No. 3	No. 4	Included work time
<i>Single Voice</i>	1	\$152.95	\$99.80	\$89.10	\$221.80	1 hour
	2	\$156.00	\$101.80	\$90.90	\$226.25	1 hour
	3	\$159.10	\$103.85	\$92.70	\$230.80	1 hour
<i>Multiple Voice</i>	1	\$115.35	\$57.15	\$53.45	\$167.25	1 hour
	2	\$117.65	\$58.30	\$54.50	\$170.60	1 hour
	3	\$120.00	\$59.50	\$55.60	\$174.00	1 hour

- (h) **Demo Commercials** Performers engaged in demo commercials shall be paid a minimum guarantee session fee equivalent to the fees provided for minimum recall provided above (three (3) minutes of finished demo commercials). Performers must be notified at the time of booking if commercials are demo and it must be so stated on the Performer's contract. Demo commercials shall not be broadcast. In the event that a demo commercial is to be broadcast, the Engager must seek the permission of the Performers concerned. In the event that permission of all the Performers is obtained, fees paid to all Performers must be upgraded to the full applicable session fees before

Radio

the first air date of the commercials. The Engager may only seek to upgrade a demo for broadcast within the first thirteen (13) weeks after production, although under special circumstances and with the agreement of the Performer(s), extensions may be granted. Residual payments must be made to the Performers for broadcast use.

- (i) British Columbia Market Performers engaged in radio commercials produced in accordance with this Agreement in the British Columbia geographical 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 in accordance with Regional Category No. 1;
- (ii) radio commercials produced in British Columbia for use in British Columbia excluding Greater Vancouver and Victoria shall be paid in accordance with Regional Category No. 2.

Television and Radio

607 Short Life Commercials

- (a) The short life addendum may apply to local and regional commercials.
- (b) Articles 403 and 406 of the National short life addendum shall not apply to local and regional commercials. Instead:
 - (i) The session fee payable shall be the appropriate regional fee.
 - (ii) The session fee constitutes payment for up to three (3) minutes of finished commercials or any combination of commercials and changes. Such commercials and changes shall be the "master" commercials, any additional changes thereto shall be paid as follows:

Television

607 TV Session Fees-Short Life

Regional Category
Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Performance Category	Year	No. 1	No. 2	No. 3	No. 4	Work Time
<i>Principal Performers</i>	1	\$378.40	\$313.10	\$271.50	\$548.60	6 hours
	2	\$386.00	\$319.40	\$276.90	\$559.60	6 hours
	3	\$393.70	\$325.80	\$282.40	\$570.80	6 hours
<i>Silent On-Camera/Demo</i>	1	\$364.10	\$301.00	\$258.20	\$528.10	6 hours
	2	\$371.40	\$307.00	\$263.40	\$538.70	6 hours
	3	\$378.80	\$313.10	\$268.70	\$549.50	6 hour
<i>Voice-Over/Solo Singer (off-camera)</i>	1	\$187.00	\$110.60	\$86.20	\$271.10	1 hour
	2	\$190.70	\$112.80	\$87.90	\$276.50	1 hour
	3	\$194.50	\$115.10	\$89.70	\$282.00	1 hour
<i>Group Singer (off-camera)</i>	1	\$140.30	\$66.40	\$51.50	\$203.40	1 hour
	2	\$143.10	\$67.70	\$52.50	\$207.50	1 hour
	3	\$146.00	\$69.10	\$53.60	\$211.70	1 hour
<i>Background Performers (No residuals)</i>	1	\$213.80	\$107.60	\$107.60	\$310.00	4 hours
	2	\$218.10	\$109.80	\$109.80	\$316.20	4 hours
	3	\$222.50	\$112.00	\$112.00	\$322.50	4 hours

Per Change

<i>On-camera</i>	1	\$87.70	\$64.90	\$48.40	\$127.10	4 hours
	2	\$89.50	\$66.20	\$49.40	\$129.60	4 hours
	3	\$91.30	\$67.50	\$50.40	\$132.20	4 hours
<i>Off-camera</i>	1	\$53.30	\$39.40	\$29.10	\$77.30	4 hours
	2	\$54.40	\$40.20	\$29.70	\$78.90	4 hours
	3	\$55.50	\$41.00	\$30.30	\$80.50	4 hours

NB: Refer to Section 16 when children are engaged.

Television

607 TV Residual-Short Life

Regional Category #1

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

	Year	7 day comm.	14 day comm.	31 day comm.
<i>Principal Performer</i>	1	\$140.10	\$177.20	\$214.10
	2	\$142.90	\$180.70	\$218.40
	3	\$145.80	\$184.30	\$222.80
<i>Silent-on-Camera</i>	1	\$134.70	\$170.30	\$205.90
	2	\$137.40	\$173.70	\$210.00
	3	\$140.20	\$177.20	\$214.20
<i>Voice Over/ Solo Singer (off-camera)</i>	1	\$94.80	\$117.50	\$140.10
	2	\$96.70	\$119.90	\$142.90
	3	\$98.60	\$122.30	\$145.80
<i>Group Singer (off-camera)</i>	1	\$71.00	\$88.40	\$105.50
	2	\$72.40	\$90.20	\$107.60
	3	\$73.90	\$92.00	\$109.80

Regional Category #2

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

	Year	7 day comm.	14 day comm.	31 day comm.
<i>Principal Performer</i>	1	\$110.60	\$132.90	\$155.20
	2	\$112.80	\$135.60	\$158.30
	3	\$115.10	\$138.30	\$161.50
<i>Silent-on-Camera</i>	1	\$106.40	\$127.60	\$149.10
	2	\$108.50	\$130.20	\$152.10
	3	\$110.70	\$132.80	\$155.10
<i>Voice Over / Solo Singer (off-camera)</i>	1	\$67.60	\$78.30	\$90.00
	2	\$69.00	\$79.90	\$91.80
	3	\$70.40	\$81.50	\$93.60
<i>Group Singer (off-camera)</i>	1	\$40.30	\$47.10	\$53.90
	2	\$41.10	\$48.00	\$55.00
	3	\$41.90	\$49.00	\$56.10

Television**607 TV Residual-Short Life****Regional Category #3****Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02**

	Year	7 day comm.	14 day comm.	31 day comm.
<i>Principal Performer</i>	1	\$101.50	\$117.50	\$133.50
	2	\$103.50	\$119.90	\$136.20
	3	\$105.60	\$122.30	\$138.90
<i>Silent-on-Camera</i>	1	\$97.30	\$113.10	\$128.70
	2	\$99.30	\$115.40	\$131.30
	3	\$101.30	\$117.70	\$133.90
<i>Voice Over/ Solo Singer (off-camera)</i>	1	\$44.60	\$56.10	\$67.60
	2	\$45.50	\$57.20	\$69.00
	3	\$46.40	\$58.30	\$70.40
<i>Group Singer (off-camera)</i>	1	\$26.70	\$33.40	\$40.30
	2	\$27.20	\$34.10	\$41.10
	3	\$27.70	\$34.80	\$41.90

Regional Category #4**Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02**

	Year	7 day comm.	14 day comm.	31 day comm.
<i>Principal Performer</i>	1	\$280.10	\$354.20	\$428.30
	2	\$285.70	\$361.30	\$436.90
	3	\$291.40	\$368.50	\$445.60
<i>Silent-on-Camera</i>	1	\$269.40	\$340.60	\$411.90
	2	\$274.80	\$347.40	\$420.10
	3	\$280.30	\$354.40	\$428.50
<i>Voice Over/ Solo Singer (off-camera)</i>	1	\$189.40	\$235.20	\$280.10
	2	\$193.20	\$239.90	\$285.70
	3	\$197.10	\$244.70	\$291.40
<i>Group Singer (off-camera)</i>	1	\$141.90	\$176.70	\$210.80
	2	\$144.70	\$180.20	\$215.00
	3	\$147.60	\$183.80	\$219.30

Radio

607 Radio Session and Use Fees

Regional Category #1

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

	Year	7 day comm.	14 day comm.	31 day comm.
<i>Single Voice</i>	1	\$187.10	\$211.30	\$235.30
	2	\$190.85	\$215.55	\$240.00
	3	\$194.65	\$219.85	\$244.80
<i>Multiple Voice</i>	1	\$141.80	\$158.25	\$176.05
	2	\$144.65	\$161.40	\$179.55
	3	\$147.55	\$164.65	\$183.15
<i>Per change: \$29.20/ 29.80/ 30.40</i>				

Regional Category #2

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

	Year	7 day comm.	14 day comm.	31 day comm.
<i>Single Voice</i>	1	\$133.60	\$144.65	\$155.60
	2	\$136.30	\$147.55	\$158.70
	3	\$139.05	\$150.50	\$161.90
<i>Multiple Voice</i>	1	\$80.20	\$86.80	\$93.35
	2	\$81.80	\$88.55	\$95.20
	3	\$83.45	\$90.30	\$97.10
<i>Per change: \$21.50/ 21.95/ 22.40</i>				

Regional Category #3

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

	Year	7 day comm.	14 day comm.	31 day comm.
<i>Single Voice</i>	1	\$111.00	\$122.30	\$133.60
	2	\$113.20	\$124.75	\$136.25
	3	\$115.45	\$127.25	\$139.00
<i>Multiple Voice</i>	1	\$66.55	\$73.30	\$80.20
	2	\$67.90	\$74.75	\$81.80
	3	\$69.25	\$76.25	\$83.45
<i>Per change: \$15.85/ 16.15/ 16.45</i>				

Radio

607 Radio Session and Use Fees

Regional Category #4				
Year 1 – Feb. 1/99 - Jan. 31/00		Year 2 – Feb. 1/00 - Jan. 31/01		Year 3 – Feb. 1/01 - Jan. 31/02
	Year	7 day comm.	14 day comm.	31 day comm.
<i>Single Voice</i>	1	\$271.25	\$306.45	\$341.15
	2	\$276.70	\$312.60	\$347.95
	3	\$282.25	\$318.85	\$354.90
<i>Multiple Voice</i>	1	\$205.60	\$229.50	\$255.20
	2	\$209.70	\$234.10	\$260.30
	3	\$213.90	\$238.80	\$265.50
<i>Per change: \$42.35/ 43.20/ 44.05</i>				

ARTICLE 7 - WORKING CONDITIONS

Television and Radio

701 Meal Periods Unpaid meal periods of at least one (1) hour and not more than one and one-half (1-1/2) 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 the 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. A 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 **\$49.50/ 50.50/ 51.50** for each meal infringement.

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

Television

703 Wardrobe, Make-up and Hair: Time spent in make-up, 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 make-up, hairdressing or wardrobe calls other than immediately prior to the production call shall be paid at the additional work time rate for a minimum of one (1) hour.

704 Dressing Rooms Adequate, clean and accessible dressing rooms and toilet facilities shall be provided.

Television and Radio

705 Travel Expenses When the Performer is required to travel beyond a forty (40) kilometre radius of the city centre, the Performer shall be entitled to not less than authorized actual expenses on scheduled carriers (economy air, first class rail fare, bus or taxi); or automobile kilometrage allowance equal to the Canadian Automobile Association National average as amended from time to time, (currently **\$0.349** per kilometre-see CAA Website www.caa.ca), if the Performer is required to use his own automobile; plus a per diem rate of up to **\$184.10** per day to cover all personal expenses (receipts required). Performers shall be paid travel time where applicable, at the additional work time rate.

706 Postponement In the event 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.

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 fee.

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 Children The parties to this Agreement are very sensitive to the possibility of abuse when children are engaged to work. As a consequence, the conditions respecting children provided in Section 16 of the National Commercial Agreement are specifically applicable to production undertaken under the terms of this Agreement.

Television

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 a risk or dangerous performance or negotiate an additional fee for performing the risk.

Television and Radio

711 Doubling A Performer engaged to perform more than one (1) role in a commercial shall be paid an additional fifty percent (50%) of the applicable session fee for each role beyond the first.

ARTICLE 8 - CONDITIONS RESPECTING USE AND RE-USE

801 Dormancy

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

802 Maximum Period of Use and Re-use The maximum period of use of a commercial (except for seasonal commercial or those commercials for which a two (2) year pre-payment 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 date is earlier. The period of time during which a commercial may be used may be renewed in accordance with the provisions of Article 1814 of the National Commercial Agreement.

803 Commercials Used in Other Media If television or radio commercials are used in media other than broadcast, the Performers shall be paid fifty percent (50%) of their applicable broadcast residual fees for such use dependent on the length of use in such other media.

ARTICLE 9 - CONTRACT SERVICE FEE

901 Contract Service Fee The Engager shall remit the required contract service fee to the local office of the ACTRA Performers Guild (with the session payments for Performers). The contract service fee compensates for the enforcement of this Agreement by the ACTRA Performers Guild and the service and stewarding provided by the ACTRA Performers Guild in connection with the production of commercials. The contract service fees are:

Television and Radio

\$100.00 plus \$7.00 Goods and Services tax
per television session

\$50.00 plus \$3.50 Goods and Services tax
per radio session.

The ACTRA Performers Guild will refund quarterly to ACA twenty-eight point five percent (28.5%) and to ICA twenty-eight point five percent (28.5%) of the total amount of contract service fees collected to compensate ACA and ICA for their costs for servicing, administering and negotiating this Agreement.

ARTICLE 10 - PAYMENT TIME PERIODS

1001

- (a) **Session Fees** All session payments shall be made not later than fifteen (15) working days after the work session.
- (b) **Residual Fees** All residual payments shall be made not later than twenty (20) working days of the 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 **\$3.00** per Performer for each working day beginning with the day following the date of default up to thirty (30) working days, after which date the penalty shall cease unless the ACTRA Performers Guild 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) working days following the date of default may be declared unfair by the ACTRA Performers Guild provided that there is no bona fide dispute as to compensation, and provided that the ACTRA Performers Guild has notified the Engager as required above that full payment has not been made. In declaring an Engager unfair for failure to pay Performers, the ACTRA Performers Guild may instruct all Performers, without injury or damage to the Performers, or the ACTRA Performers Guild, not to work for such unfair Engagers.

ARTICLE 11 - INSURANCE AND RETIREMENT, EQUALIZATION PAYMENTS & DEDUCTIONS

Insurance and Retirement, Equalization payments & Deductions are made accordance with Section 26 and 28 of the National Commercial Agreement.

ARTICLE 12 - LOCAL/REGIONAL LETTER OF ADHERENCE

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

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

(See Article 1201) Please sign a Letter of Adherence as follows, on company letterhead and forward it to the Branch Manager of the Local Guild Office. The executed Letter of Adherence shall constitute a binding and irrevocable obligation by the Company to the terms and conditions of this Agreement.

COMPANY NAME: _____
ADDRESS: _____
CITY: _____ PROVINCE: _____
POSTAL CODE: _____
TEL NO: _____ FAX NO: _____
DATE: _____

TO: ACTRA PERFORMERS GUILD LOCAL UNION OFFICE

The Engager named below acknowledges receipt of the ACTRA Performers Guild-ICA/ACA Agreement respecting rates and conditions for Performers in Local and Regional Television and Radio Commercials, which forms part of and is known as "Addendum No. 1" to the ACTRA Performers Guild-ICA/ACA National Commercial Agreement. This Letter of Adherence once executed will constitute a binding obligation to the current Agreement by the signatory in relation to the production of commercials by the signatory or any companies which it now or in the future controls and manages.

Where provincial labour legislation requires that Branches/Local Unions of the ACTRA Performers Guild be a trade union for the purposes of being certified provincially, the Engager agrees that the terms of "Addendum No. 1" shall apply to the commercials produced by the Engager hereunder in such province given that a majority of the persons governed by this Agreement have ratified said Agreement in such province.

The Engager agrees to abide by and conform to all of the terms and conditions of the Agreement and hereby becomes signatory to said Agreement limited only in the following specific manner:

SIGNATURE

PRINT OR TYPE NAME

TITLE

ON BEHALF OF:

COMPANY NAME
this _____ day of _____

(Original signed copy must be mailed.)

The terms of this Letter of Adherence and Negotiation Protocol are hereby countersigned by a duly authorized representative of the ACTRA Performers Guild.

Per: _____ Date: _____

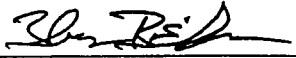
ARTICLE 13 - PERIOD OF OPERATION

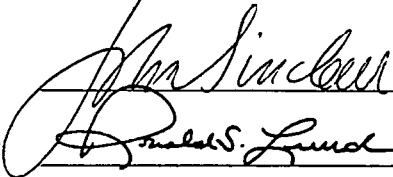
1301 Term This Agreement shall come into effect on August 18, 1999 and remain in full operation until January 31, 2002.

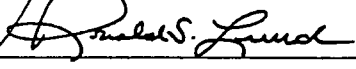
In witness whereof the parties hereto have caused this Agreement to be executed this 22nd day of September, 1999.

THE ACTRA PERFORMERS GUILD

JOINT BROADCAST COMMITTEE OF THE
INSTITUTE OF CANADIAN ADVERTISING
AND THE ASSOCIATION OF CANADIAN
ADVERTISERS







ADDENDUM NO. 2

SHORT LIFE COMMERCIALS - TELEVISION AND RADIO

AN ADDENDUM TO THE 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 which 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 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 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 (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.

Television and Radio

303 National Commercial 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 nor 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 successive commercial differing only in designating retailer locations, store hours, prices, sizes, quantities, sale dates or the composition of up to four (4) products (per Article 202). The aforementioned allowable "changes" may be made in any part of the commercial. However, the "master" portion must compose at least half of the commercial. Each "change" is defined as any single or group of allowable alterations (per Article 202) made to the alterable portion of a short life commercial.

402 No Discounted Demo Commercial Fees The provisions of Articles 1203 and 2105 of the National Commercial Agreement, which provisions allow session fees to be discounted for the production of demo commercials, do not apply to commercials produced under the terms of this Addendum.

Television

403 Session Fees - Television 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 follows:

Television

ADDENDUM 2

403 Television

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Category	Year	Session Fee	Hours	Hourly
<i>Principal or Solo Singer (on-camera)</i>	1	\$545.00	9	\$69.00
	2	\$556.00	9	\$70.50
	3	\$567.00	9	\$72.00
<i>Silent-on-camera</i>	1	\$545.00	9	\$69.00
	2	\$556.00	9	\$70.50
	3	\$567.00	9	\$72.00
<i>Voice-Over or Solo Singer (off-camera)</i>	1	\$398.00	4	\$57.50
	2	\$406.00	4	\$58.50
	3	\$414.00	4	\$59.50
<i>Demonstrator</i>	1	\$545.00	9	\$69.00
	2	\$556.00	9	\$70.50
	3	\$567.00	9	\$72.00
<i>Group Singer</i>	1	\$171.50	1	\$57.50
	2	\$175.00	1	\$58.50
	3	\$178.50	1	\$59.50
<i>Background Performer</i>	1	\$327.50	9	\$41.50
	2	\$334.00	9	\$42.50
	3	\$340.50	9	\$43.50
<i>Group Background Performer</i>	1	\$218.50	9	\$27.50
	2	\$223.00	9	\$28.00
	3	\$227.50	9	\$28.50
<i>Stunt Performer</i>	1	\$545.00	9	\$69.00
	2	\$556.00	9	\$70.50
	3	\$567.00	9	\$72.00
<i>Stunt Coordinator</i>	1	\$728.00	9	\$90.00
	2	\$742.50	9	\$92.00
	3	\$757.50	9	\$94.00

NB: Refer to Section 16 when children are engaged

Television

403 Television

Tables for Additional Work Time and Overtime

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Category	Year	Additional Work Time	Overtime Rate
<i>Principal or Solo Singer (on-camera)</i>	1	\$89.00	\$101.50
	2	\$91.00	\$103.50
	3	\$93.00	\$105.50
<i>Silent-on-Camera</i>	1	\$89.00	\$101.50
	2	\$91.00	\$103.50
	3	\$93.00	\$105.50
<i>Voice-Over or Solo Singer (off-camera)</i>	1	\$72.00	\$89.00
	2	\$73.50	\$91.00
	3	\$75.00	\$93.00
<i>Demonstrator</i>	1	\$89.00	\$101.50
	2	\$91.00	\$103.50
	3	\$93.00	\$105.50
<i>Group Singer (off camera)</i>	1	\$72.00	\$89.00
	2	\$73.50	\$91.00
	3	\$75.00	\$93.00
<i>Background Performer</i>	1	\$50.50	\$62.50
	2	\$51.50	\$64.00
	3	\$52.50	\$65.50
<i>Group Background Performer</i>	1	\$34.50	\$41.50
	2	\$35.00	\$42.50
	3	\$35.50	\$43.50
<i>Stunt Performer</i>	1	\$89.00	\$101.50
	2	\$91.00	\$103.50
	3	\$93.00	\$105.50
<i>Stunt Coordinator</i>	1	\$110.50	\$135.50
	2	\$112.50	\$138.00
	3	\$115.00	\$141.00

NB: Refer to Section 16 when children are engaged

Television

- (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" in a Master made during the original work session, Performers shall be paid as follows:

On-Camera	\$127.00/ 129.50/ 132.00 per change
Off-Camera	\$ 76.50/ 78.00/ 79.50 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	\$545.00/ 556.00/ 567.00 (9 hours)
Off-camera	\$398.00/ 406.00/ 414.00 (4 hours)

which shall constitute payment for services in making the first "change", and thereafter:

On-camera	\$127.00/ 129.50/ 132.00 per change
Off-camera	\$ 76.50/ 78.00/ 79.50 per change

Television

403 Television

Tables for Additional Work Time and Overtime

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Category	Year	Minimum Recall & Preproduction Rehearsal Fees	Hours of Work
<i>Principal or Solo Singer (on-camera)</i>	1	\$271.50	4
	2	\$277.00	4
	3	\$282.50	4
<i>Silent-on-Camera</i>	1	\$271.50	4
	2	\$277.00	4
	3	\$282.50	4
<i>Voice-Over or Solo Singer (off-camera)</i>	1	\$172.50	2
	2	\$176.00	2
	3	\$179.50	2
<i>Demonstrator</i>	1	\$271.50	4
	2	\$277.00	4
	3	\$282.50	4
<i>Group Singer (off camera)</i>	1	\$113.50	1
	2	\$116.00	1
	3	\$118.50	1
<i>Background Performer</i>	1	\$164.00	4
	2	\$167.50	4
	3	\$171.00	4
<i>Group Background Performer</i>	1	\$109.00	4
	2	\$111.00	4
	3	\$113.00	4
<i>Stunt Performer</i>	1	\$271.50	4
	2	\$277.00	4
	3	\$282.50	4
<i>Stunt Coordinator</i>	1	\$363.50	4
	2	\$371.00	4
	3	\$378.50	4

NB: Refer to Section 16 when children are engaged

Television

404 Residual Fees - Television 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 Tables F or G

For 14 consecutive days of use - 33% of Tables F or G

For 31 consecutive days of use - 50% of Tables F or G

For 45 consecutive days of use - 70% of Tables F or G.

Television

NATIONAL SHORT LIFE-TABLE F - YEAR 1 Feb. 1/99 - Jan. 31/00

Cumulative Payment of Wild Spot Commercial
 Discounts: 7 days-25%; 14 days-33%; 31 days-50%; 45 days-70%)

	Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
	1 - 5	425.25	311.50	208.00	124.40
Vancouver	6	436.20	318.65	215.85	128.60
	7	447.65	325.95	223.00	132.95
	8	459.10	333.00	230.40	137.05
	9	470.30	339.95	237.80	141.40
	10	481.85	347.00	245.15	145.60
Montreal	11	492.95	354.00	252.30	148.40
	12	504.30	361.15	259.75	151.80
	13	516.05	368.40	267.75	154.45
	14	530.90	375.05	275.00	157.70
	15	538.30	382.50	282.15	160.80
	16	549.70	389.40	289.75	163.35
Toronto	17	566.25	396.45	296.95	166.90
	18	577.20	403.40	304.35	169.70
	19	583.35	410.55	311.85	172.85
	20	595.15	417.70	319.15	175.75
	21	606.45	423.40	327.05	178.85
	22	617.80	429.30	334.40	181.90
	23	629.40	435.20	341.75	185.05
	24	640.45	440.25	348.90	188.40
	25	651.50	446.60	356.90	190.75
	26	663.05	452.80	360.95	194.25
	27	674.85	458.20	365.40	196.40
	28	685.75	463.75	369.90	199.00
	29	697.25	469.95	374.45	201.80
	30	708.80	475.60	378.95	204.50
	31	717.35	481.85	383.15	207.05
	32	725.35	487.35	388.00	209.50
	33	734.20	492.95	392.50	212.10
	34	742.85	498.95	396.75	215.20
	35	751.65	504.40	401.40	217.65
	36	760.15	508.80	404.70	220.15
	37	768.55	512.95	407.75	222.85
	38	777.30	517.75	411.40	225.35
	39	785.55	521.70	413.95	227.90
	40	794.35	525.90	417.55	230.55
	41	800.25	528.75	420.40	232.65
	42	805.80	534.65	423.85	235.10
	43	811.60	538.85	426.75	236.90
	44	817.45	543.25	429.65	239.60
	45	823.05	547.25	432.95	241.45
	46	829.10	551.70	436.35	244.10
	47	834.85	555.95	439.45	246.20
	48	840.65	560.40	442.70	248.40
	49	846.50	564.50	446.10	250.55
	50	852.40	568.80	449.20	252.65
	51 and over add per unit	1.12	0.84	0.64	0.33
	e.g. 60	863.60	577.20	455.60	255.95
	83	889.36	596.52	470.32	263.54
	88	894.96	600.72	473.52	265.19

Television

NATIONAL SHORT LIFE-TABLE F - YEAR 2 Feb. 1/00 - Jan. 31/01

Cumulative Payment of Wild Spot Commercial
 (Discounts: 7 days-25%; 14 days-33%; 31 days-50%; 45 days-70%)

	Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
Vancouver	1 - 5	433.75	317.75	212.15	126.90
	6	444.90	325.00	220.15	131.15
	7	456.60	332.45	227.45	135.60
	8	468.30	339.65	235.00	139.80
	9	479.70	346.75	242.55	144.25
Montreal	10	491.50	353.95	250.05	148.50
	11	502.80	361.10	257.35	151.35
	12	514.40	368.35	264.95	154.85
	13	526.35	375.75	273.10	157.55
	14	541.50	382.55	280.50	160.85
	15	549.05	390.15	287.80	164.00
	16	560.70	397.20	295.55	166.60
Toronto	17	577.60	404.40	302.90	170.25
	18	588.75	411.45	310.45	173.10
	19	595.00	418.75	318.10	176.30
	20	607.05	426.05	325.55	179.25
	21	618.60	431.85	333.60	182.45
	22	630.15	437.90	341.10	185.55
	23	642.00	443.90	348.60	188.75
	24	653.25	449.05	355.90	192.15
	25	664.55	455.55	364.05	194.55
	26	676.30	461.85	368.15	198.15
	27	688.35	467.35	372.70	200.35
	28	699.45	473.05	377.30	203.00
	29	711.20	479.35	381.95	205.85
	30	723.00	485.10	386.55	208.60
	31	731.70	491.50	390.80	211.20
	32	739.85	497.10	395.75	213.70
	33	748.90	502.80	400.35	216.35
	34	757.70	508.95	404.70	219.50
	35	766.70	514.50	409.45	222.00
	36	775.35	519.00	412.80	224.55
	37	783.90	523.20	415.90	227.30
	38	792.85	528.10	419.65	229.85
	39	801.25	532.15	422.25	232.45
	40	810.25	536.40	425.90	235.15
	41	816.25	539.35	428.80	237.30
	42	821.90	545.35	432.35	239.80
	43	827.85	549.65	435.30	241.65
	44	833.80	554.10	438.25	244.40
	45	839.50	558.20	441.60	246.30
	46	845.70	562.75	445.10	249.00
	47	851.55	567.05	448.25	251.10
	48	857.45	571.60	451.55	253.35
	49	863.45	575.80	455.00	255.55
	50	869.45	580.20	458.20	257.70
	51 and over add per unit	1.14	0.86	0.65	0.34
	e.g. 60	880.85	588.80	464.70	261.10
	83	907.07	608.58	479.65	268.92
	88	912.77	612.88	482.90	270.62

NATIONAL SHORT LIFE-TABLE F - YEAR 3 Feb. 1/01 - Jan. 31/02
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Cumulative Payment of Wild Spot Commercial
(Discounts: 7 days-25%; 14 days-33%; 31 days-50%; 45 days-70%)

	Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
Vancouver	1 - 5	442.45	324.10	216.40	129.45
	6	453.80	331.50	224.55	133.75
	7	465.75	339.10	232.00	138.30
	8	477.65	346.45	239.70	142.60
	9	489.30	353.70	247.40	147.15
Montreal	10	501.35	361.05	255.05	151.45
	11	512.85	368.30	262.50	154.40
	12	524.70	375.70	270.25	157.95
	13	536.90	383.25	278.55	160.70
	14	552.35	390.20	286.10	164.05
	15	560.05	397.95	293.55	167.30
	16	571.90	405.15	301.45	169.95
	17	589.15	412.50	308.95	173.65
Toronto	18	600.55	419.70	316.65	176.55
	19	606.90	427.15	324.45	179.85
	20	619.20	434.55	332.05	182.85
	21	630.95	440.50	340.25	186.10
	22	642.75	446.65	347.90	189.25
	23	654.85	452.80	355.55	192.55
	24	66.30	458.05	363.00	196.00
	25	677.85	464.65	371.35	198.45
	26	689.85	471.10	375.50	202.10
	27	702.10	476.70	380.15	204.35
	28	713.45	482.50	384.85	207.05
	29	725.40	488.95	389.60	209.95
	30	737.45	494.80	394.30	212.75
	31	746.35	501.35	398.60	215.40
	32	754.65	507.05	403.65	217.95
	33	763.90	512.85	408.35	220.70
	34	772.85	519.15	412.80	223.90
	35	782.05	524.80	417.65	226.45
	36	790.85	529.40	421.05	229.05
	37	799.60	533.65	424.20	231.85
	38	808.70	538.65	428.05	234.45
	39	817.30	542.80	430.70	237.10
	40	826.45	547.15	434.40	239.85
	41	832.60	550.15	437.40	242.05
	42	838.35	556.25	441.00	244.60
	43	844.40	560.65	444.00	246.50
	44	850.50	565.20	447.00	249.30
	45	856.30	569.35	450.45	251.25
	46	862.60	574.00	454.00	254.00
	47	868.60	578.40	457.20	256.10
	48	874.60	583.05	460.60	258.40
	49	880.70	587.30	464.10	260.65
	50	886.85	591.80	467.35	262.85
	51 and over add per unit	1.16	0.88	0.66	0.35
	e.g. 60	898.45	600.60	473.95	266.35
	83	925.13	620.84	489.13	274.40
	88	930.93	625.24	492.43	276.15

Television

NATIONAL SHORT LIFE TABLE G - YEAR 1 Feb. 1/99 - Jan. 31/00

Cumulative Payment of Network Spot or Wild Spot and Network Spot Commercial
(Discounts: 7 days-25%; 14 days-33%; 31 days-50%; 45 days-70%)

	Market Unit	Principal	Silent-on-Camera	Solo-Singer/ Voice-Over	Group Singer
	1 - 5	594.45	435.95	277.20	158.70
Vancouver	6	610.15	445.70	287.40	163.60
	7	626.10	455.55	297.55	169.00
	8	642.40	465.45	307.35	174.15
	9	658.45	475.40	318.10	179.70
	10	673.90	485.35	327.75	184.70
Montreal	11	690.15	495.15	337.85	188.75
	12	705.80	504.80	347.90	192.95
	13	721.55	514.50	358.00	197.05
	14	737.80	524.80	368.40	201.30
	15	753.55	534.55	378.15	205.05
Toronto	16	769.40	543.95	388.00	209.10
	17	785.00	553.95	398.10	213.35
	18	801.25	563.85	407.75	217.45
	19	816.80	573.90	417.65	221.05
	20	832.85	583.25	427.70	226.60
	21	849.05	591.85	436.85	228.80
	22	864.95	600.05	446.70	232.30
	23	880.55	608.45	456.70	235.65
	24	896.20	616.95	466.55	239.35
	25	912.60	625.25	476.30	243.00
	26	928.10	633.15	482.60	246.50
	27	943.90	641.75	488.70	249.85
	28	959.05	650.00	494.70	253.40
	29	975.00	658.55	500.95	256.70
	30	990.45	666.55	507.05	260.50
	31	1002.85	675.00	512.90	264.15
	32	1014.70	682.70	518.65	266.90
	33	1026.60	690.80	525.05	270.30
	34	1039.15	696.20	530.85	273.45
	35	1050.90	706.75	537.20	276.60
36	1063.10	713.10	541.35	280.30	
37	1074.95	719.15	545.35	283.55	
38	1087.20	725.00	549.25	286.80	
39	1099.45	731.05	553.15	289.80	
40	1111.35	737.20	557.35	293.25	
41	1119.55	742.95	561.15	295.60	
42	1127.40	748.65	565.35	298.65	
43	1135.40	755.05	569.10	301.65	
44	1143.85	760.60	573.20	304.30	
45	1151.75	766.00	577.55	307.15	
46	1160.25	772.40	581.00	309.65	
47	1167.80	777.65	585.05	311.85	
48	1175.90	783.05	588.70	314.60	
49	1184.15	789.55	592.55	316.85	
50	1192.25	795.05	596.60	319.75	
	51 and over add per unit	1.55	1.18	0.76	0.42
	e.g. 60 CTV	1207.75	806.85	604.20	323.95
	83 CBC	1243.40	833.99	621.68	333.61
	88 CTV/CBC	1251.15	839.89	625.48	335.71

NATIONAL SHORT LIFE-TABLE G - YEAR 2 Feb. 1/00 - Jan. 31/01
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Cumulative Payment of Network Spot or Wild Spot and Network Spot Commercial
(Discounts: 7 days-25%; 14 days-33%; 31 days-50%; 45 days-70%)

	Market Unit	Principal	Silent-on-Camera	Solo-Singer/ Voice-Over	Group Singer
Vancouver	1 - 5	606.35	444.65	282.75	161.85
	6	622.35	454.60	293.15	166.85
	7	638.60	464.65	303.50	172.40
	8	655.25	474.75	313.50	177.65
	9	671.60	484.90	324.45	183.30
Montreal	10	687.40	495.05	334.30	188.40
	11	703.95	505.05	344.60	192.55
	12	719.90	514.90	354.85	196.80
	13	736.00	524.80	365.15	201.00
	14	752.55	535.30	375.75	205.35
	15	768.60	545.25	385.70	209.15
Toronto	16	784.80	554.85	395.75	213.30
	17	800.70	565.05	406.05	217.60
	18	817.30	575.15	415.90	221.80
	19	833.15	585.40	426.00	225.45
	20	849.50	594.90	436.25	231.15
	21	866.05	603.70	445.60	233.40
	22	882.25	612.05	455.65	236.95
	23	898.15	620.60	465.85	240.35
	24	914.10	629.30	475.90	244.15
	25	930.85	637.75	485.85	247.85
	26	946.65	645.80	492.25	251.45
	27	962.80	654.60	498.45	254.85
	28	978.25	663.00	504.60	258.45
	29	994.50	671.70	510.95	261.85
	30	1010.25	679.90	517.20	265.70
	31	1022.90	688.50	523.15	269.45
	32	1035.00	696.35	529.00	272.25
	33	1047.15	704.60	535.55	275.70
	34	1059.95	710.10	541.45	278.90
	35	1071.90	720.90	547.95	282.15
	36	1084.35	727.35	552.20	285.90
	37	1096.45	733.55	556.25	289.20
	38	1108.95	739.50	560.25	292.55
	39	1121.45	745.65	564.20	295.60
	40	1133.60	751.95	568.50	299.10
	41	1141.95	757.80	572.35	301.50
	42	1149.95	763.60	576.65	304.60
	43	1158.10	770.15	580.50	307.70
	44	1166.75	775.80	584.65	310.40
	45	1174.80	781.30	589.10	313.30
	46	1183.45	787.85	592.60	315.85
	47	1191.15	793.20	596.75	318.10
	48	1199.40	798.70	600.45	320.90
	49	1207.85	805.35	604.40	323.20
	50	1216.10	810.95	608.55	326.15
	51 and over add per unit	1.58	1.20	0.78	0.43
	e.g. 60 CTV	1231.90	822.95	616.35	330.45
	83 CBC	1268.24	850.55	634.29	340.34
	88 CTV/CBC	1276.14	856.55	638.19	342.49

NATIONAL SHORT LIFE-TABLE G - YEAR 3 Feb. 1/01 - Jan. 31/02

Cumulative Payment of Network Spot or Wild Spot and Network Spot Commercial
(Discounts: 7 days-25%; 14 days-33%; 31 days-50%; 45 days-70%)

	Market Unit	Principal	Silent-on-Camera	Solo-Singer/Voice-Over	Group Singer
Vancouver	1 - 5	618.50	453.55	288.40	165.10
	6	634.80	463.70	299.00	170.20
	7	651.35	473.95	309.55	175.85
	8	668.35	484.25	319.75	181.20
	9	685.05	494.60	330.95	186.95
Montreal	10	701.15	504.95	341.00	192.15
	11	718.05	515.15	351.50	196.40
	12	734.30	525.20	361.95	200.75
	13	750.70	535.30	372.45	205.00
	14	767.60	546.00	383.25	209.45
	15	783.95	556.15	393.40	213.35
Toronto	16	800.50	565.95	403.65	217.55
	17	816.70	576.35	414.15	221.95
	18	833.65	586.65	424.20	226.25
	19	849.80	597.10	434.50	229.95
	20	866.50	606.80	445.00	235.75
	21	883.35	615.75	454.50	238.05
	22	899.90	624.30	464.75	241.70
	23	916.10	633.00	475.15	245.15
	24	932.40	641.90	485.40	249.05
	25	949.45	650.50	495.55	252.80
	26	965.60	658.70	502.10	256.50
	27	982.05	667.70	508.40	259.95
	28	997.80	676.25	514.70	263.60
	29	1014.40	685.15	521.15	267.10
	30	1030.45	693.50	527.55	271.00
	31	1043.35	702.25	533.60	274.85
	32	1055.70	710.30	539.60	277.70
	33	1068.10	718.70	546.25	281.20
	34	1081.15	724.30	552.30	284.50
	35	1093.35	735.30	558.90	287.80
	36	1106.05	741.90	563.25	291.60
	37	1118.40	748.20	567.40	295.00
	38	1131.15	754.30	571.45	298.40
	39	1143.90	760.55	575.50	301.50
	40	1156.25	767.00	579.85	305.10
41	1164.80	772.95	583.80	307.55	
42	1172.95	778.85	588.20	310.70	
43	1181.25	785.55	592.10	313.85	
44	1190.10	791.30	596.35	316.60	
45	1198.30	796.95	600.90	319.55	
46	1207.10	803.60	604.45	322.15	
47	1214.95	809.05	608.70	324.45	
48	1223.40	814.65	612.45	327.30	
49	1232.00	821.45	616.50	329.65	
50	1240.40	827.15	620.70	332.65	
	51 and over				
	add per unit	1.61	1.22	0.80	0.44
	e.g. 60 CTV	1256.50	839.35	628.70	337.05
	83 CBC	1293.50	867.41	647.10	347.17
	88 CTV/CBC	1301.58	873.51	651.10	349.37

Television

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 of Tables F or G to be paid to Performers for actual or extended use of a short life commercial up to 45 days. After 45 days, Tables A & B of the National 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%

Any use of a short life commercial beyond forty-five (45) days shall require the prior written consent of the Performers in residual categories as well as payment to each such Performer for each master commercial and each change used in such extended use period in accordance with the terms of the National Commercial Agreement.

405 Off-Camera Singers - Session and Residual Payment Option - Television As an option to the session and residual fee payments required to be made under this Addendum to off-camera singers for each new "master commercial" created employing the same jingle for a designated advertiser, the Engager may contract and pay off-camera singers as follows for production of a generic jingle which 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) for each thirteen (13) weeks of use in accordance with Section 18 of the National Commercial Department.

Radio

406 Session and Residual Fees - Radio

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

	Year	Session and Use for 7 Days		Session and Use for 14 Days		Session and Use for 31 Days		Session and Use for 45 Days	
		SV	MV	SV	MV	SV	MV	SV	MV
Fee per master	1	\$ 106.25	\$79.50	\$139.75	\$105.25	\$159.75	\$119.75	\$181.00	\$135.25
	2	\$108.50	\$81.00	\$142.50	\$107.25	\$163.00	\$122.25	\$184.50	\$138.00
	3	\$110.75	\$82.50	\$145.25	\$109.50	\$166.25	\$124.75	\$188.25	\$140.75
Minimum guarantee per session (includes 1 or 2 masters) 1 hour	1	\$212.50	\$159.50	\$281.00	\$210.50	\$319.00	\$239.75	\$361.25	\$271.25
	2	\$216.75	\$162.75	\$286.50	\$214.75	\$325.50	\$244.50	\$368.50	\$276.75
	3	\$221.00	\$166.00	\$292.25	\$219.00	\$332.00	\$249.50	\$375.75	\$282.25

- (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 shall be paid:

Single Voice or Multiple Voice - \$41.50/ 42.25/ 43.00 per change

- (b) **Number of Additional Changes Permitted** When a Performer makes only one master including the one allowable change, an additional two 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 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

	Year	Master Commercial Use - 7 Days	Master Commercial Use - 14 Days	Master Commercial Use - 31 Days	Master Commercial Use - 45 Days
<i>Per change</i>	1	\$41.50	\$41.50	\$41.50	\$41.50
	2	\$42.25	\$42.25	\$42.25	\$42.25
	3	\$43.00	\$43.00	\$43.00	\$43.00
<i>Minimum guarantee</i>	1	\$212.50	\$281.00	\$319.00	\$361.25
	2	\$216.75	\$286.50	\$325.50	\$368.50
	3	\$221.00	\$292.25	\$332.00	\$375.75

- (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

Radio

limitations on use imposed by this Addendum. The following chart illustrates the appropriate additional percentages of original fees which are to be paid to Performers for extended use of a short life radio commercial.

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

- (e) **Recall Fees - Short Life Radio** 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 418. 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 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

Year	Recall Fee 7 Days		Recall Fee 14 Days		Recall Fee 31 Days		Recall Fee 45 Days	
	SV	MV	SV	MV	SV	MV	SV	MV
1	\$106.25	\$79.50	\$139.75	\$105.25	\$159.75	\$119.75	\$181.00	\$135.25
2	\$108.50	\$81.00	\$142.50	\$107.25	\$163.00	\$122.25	\$184.50	\$138.00
3	\$110.75	\$82.50	\$145.25	\$109.50	\$166.25	\$124.75	\$188.25	\$140.75

Includes one hour work time.

Additional work time **\$21.00/ 21.50/ 22.00** per half-hour

407 Singers - Session and Residual Payment Option - Radio 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 which may be applied to any number of different radio short life “master commercials” for the same designated advertiser.

The Engager shall pay solo and/or group singers in each thirteen (13) week cycle of use, three (3) times the appropriate minimum guarantee per session (or cycle of use) 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 a dead commercial, in which case the provisions of Article 1813 of the National Commercial Agreement will apply. In the case of seasonal commercials, the applicable time period shall be nine (9) months from the date of production.

502 After Original Use Use of a short life commercial beyond its original declared use period or single extended use period is not permitted.

ARTICLE 6 - EXCLUSIVITY

601 No Exclusivity May Be Required Section 20 of the National Commercial Agreement respecting "Product Conflicts/Exclusivity" does not apply to the engagement of talent under the terms of this Addendum, except as hereinafter provided in Article 602. The Engager shall not require any Performer to disclose, at the time of audition or booking, commercials on which the Performer has been engaged, except for commercials on-air advertising directly competitive products, as defined in Section 20.

602 Spokesperson Contracts In the event that an advertiser requires exclusivity to be granted by a Performer who will be the advertiser's spokesperson, then negotiations respecting exclusivity must take place between the Engager and the Performer on 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 which exclusivity is granted.

ARTICLE 7 - NOTIFICATION TO PERFORMERS

701 Notification Required At the time of audition for a short life commercial, the Performer shall be informed that the commercial to be produced will fall under the terms, rates and conditions of this Addendum.

An appropriate notation specifying the commercial as "short life" and the proposed period of use will be made on the Performer's engagement contract.

702 Use Specified Session and residual forms will specify use as a short life commercial and the applicable declared use period.

ARTICLE 8 - ADHERENCE TO AGREEMENT BY ENGAGER

801 An Engager of talent may engage Performers under the terms of this Addendum only when such Engager has signed a Letter of Adherence in accordance with the provisions of Section 30 of the National Commercial Agreement. Such Letter of Adherence shall follow the format appearing in Article 3004 of the National Commercial Agreement.

ARTICLE 9 - CONTRACT SERVICE FEE

901 The contract service fees required under the terms of this Addendum shall be paid per master commercial produced at a session. The contract service fee shall be:

\$375.00 plus Goods and Services Tax
per television master commercial per session

\$150.00 plus Goods and Services Tax
per radio master commercial per session.

The total amount of the Contract Service Fees payable shall be twenty-five percent (25%) of the Performers' total gross earnings, (excluding Insurance and Retirement Engager contributions) on a television commercial, and twenty percent (20%) on a radio commercial, or the amounts listed above, whichever is the lesser. In addition, Contract Service Fees shall not be payable on demo or test commercials, Public Service Announcements, lifts, edits and tags.

When more than three (3) commercials are produced at the same work session, the Contract Service Fees payable per commercial may be limited as follows:

up to five (5) commercials - maximum three (3) C.S.F.'s payable;
six (6) or more commercials - maximum five (5) C.S.F.'s payable.

Save and except for the foregoing, the provisions of Section 29, "Contract Service Fee" of the National Commercial Agreement, including ICA/ACA/AAPQ member discounts, apply equally to this Addendum.

ARTICLE 10 - PERIOD OF OPERATION

1001 Term This Addendum shall come into effect on August 18, 1999 and remain in full operation until January 31, 2002.

1002 Industry Committee It is agreed that an Industry Committee will be established to monitor the application and effectiveness of this Addendum during its initial period of operation in order to deal with problems of administration which may arise in the application of the addendum and to make recommendations to the Negotiating Committees of ICA/ACA and the ACTRA Performers Guild respecting improvements prior to the period of renegotiation of the National Commercial Agreement and its Addenda.

The Committee will be composed of six (6) people with equal representation of ICA and ACA (combined) and the ACTRA Performers Guild.

ADDENDUM NO. 3

INFOMERCIALS

For the purposes of this Agreement, an Infomercial is a programme 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 shall be covered by this Agreement, such as Principal Performers, Actors, Hosts, Announcers, etc. as defined by the ACTRA Independent Production Agreement. Specifically excluded from the application of this Agreement are the following:

- (i) The unscripted testimonial of an individual, provided that the individual is not a professional Performer as defined above;
- (ii) Members of any live audience and individuals who are engaged as experts explaining the "engineering" and not the "physical" application of a product, provided the individual is not a professional Performer;
- (iii) Stock footage or still photographs.

(b) **Compensation**

Television

Residual Categories Principal Performers, Announcers, Dancers (Solo or Duo), Hosts, Group Singers, Puppeteers, Narrators, Commentators, Singers (Solo or Duo), Stunt Performers:

For the first day of work	\$735.50/ 750.00/ 765.00 (9 hours of work)
For each additional day of work	\$525.50/ 536.00/ 546.50 (9 hours of work)

Actors (speaking 10 Lines of Dialogue* or less), Singers or Dancers in groups of up to four, Models:

For the first day of work	\$473.00/ 482.50/ 492.00 (9 hours of work)
For each additional day of work	\$367.50/ 375.00/ 382.50 (9 hours of work)

Hourly work time rate is **\$66.00/ 67.50/ 69.00** per hour or part thereof.

All hours beyond 9 (exclusive of one meal period) shall be compensated at the rate of **\$92.00/ 94.00/ 96.00** per hour or part thereof.

It is understood that the payment of the above compensation shall entitle the Engager to the right to broadcast the Infomercial for a period of thirteen weeks.

NB: Refer to Section 16 when children are engaged

Television

Non-residual Categories Stunt Coordinators, Demonstrators, Background Performers, and Group Background Performers:

Year 1 – Feb. 1/99 - Jan. 31/00 Year 2 – Feb. 1/00 - Jan. 31/01 Year 3 – Feb. 1/01 - Jan. 31/02

	Year	9 Hours of work	4 Hours of work	Hourly Work Time Rate	Overtime rate
<i>Stunt Coordinator</i>	1	\$683.00		\$87.00	\$105.00
	2	\$696.50		\$91.00	\$107.00
	3	\$710.50		\$93.00	\$109.00
<i>Demonstrator</i>	1	\$525.50		\$66.00	\$92.00
	2	\$536.00		\$67.50	\$94.00
	3	\$546.50		\$69.00	\$96.00
<i>Background Performer</i>	1	\$315.00	\$157.50	\$40.50	\$42.00
	2	\$321.50	\$160.50	\$41.50	\$43.50
	3	\$328.00	\$163.50	\$42.50	\$44.50
<i>Group Background Performer</i>	1	\$210.00	\$105.00	\$26.50	\$31.50
	2	\$214.00	\$107.00	\$27.00	\$32.00
	3	\$218.50	\$109.00	\$27.50	\$32.50

NB: Refer to Section 16 for children are engaged

Television

Pre-paid Use (Buyout) for Residual Categories Principal Performers, Announcers, Dancers (Solo or Duo), Hosts, Narrators, Commentators, Singers (Solo or Duo), Stunt Performers:

Session fee, plus **\$1,576.00/ 1,607.50/ 1,639.50** per annum, or **\$630.50/ 643.00/ 656.00** per 13 week cycle.

Actors, Singers and Dancers in groups of up to four, Models:

Session fee, plus **\$1,260.50/ 1,285.50/ 1,311.00** per annum, or **\$525.50/ 536.00/ 546.50** per 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 hour work session.

Radio

- (d) **Single Voice Session and 13 weeks of use - \$463.50/ 472.75/ 482.25**, which includes 3 cuts and 4 hours of work at the same session.

Radio

Multiple Voice Session and 13 weeks of use - **\$360.50/ 367.75/ 375.00**, which includes (10 lines or less of dialogue) 3 cuts and 4 hours of work at the same session

*A Line of Dialogue is defined as a line of script of ten (10) words or less, including directed but unscripted dialogue.

Television and Radio

(e) **Commercials from Infomercials**

- (i) **Editing Infomercials** The Engager may edit one commercial from an Infomercial upon the consent of the Performers, and payment of the residual fees for use of the commercial, such residual fees 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 residuals 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 Commercial Agreement or Infomercial Addendum), but in no event shall be duplicated.

ADDENDUM NO. 4

**WORK PERMIT FEES
EFFECTIVE FEBRUARY 1, 1989**

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

CANADIAN RESIDENT PERFORMERS:

Performers (all categories except Background Performers and Group Background Performers):

1st work permit	\$275.00
2nd and subsequent permits	\$200.00

Children (all categories except Background Performers and Group Background Performers):

Under 16 years of age	
1st work permit	\$190.00
2nd and subsequent permits	\$140.00

Adult Background Performers (Except Group Background Performers):

1st work permit	\$125.00
2nd and subsequent permits	\$ 85.00

Children Background Performers:

Under 16 years of age	
1st work permit	\$ 90.00
2nd work permit	\$ 55.00

Group Background Performers:

Each Group Background Performer Permit	\$ 40.00
Stand-by Babies under three years	\$ 15.00

The above fees apply to each Television Commercial or each Radio session.

NON-RESIDENT PERFORMERS:

- (a) **FOR COMMERCIALS PRODUCED FOR CANADIAN/U.S. USE**
\$675.00 for a commercial to a maximum of three per Performer in a pool production (3 X \$675.00 = \$2,025.00), according to Article 101A and 703.
- (b) **FOR COMMERCIALS PRODUCED FOR U.S. USE ONLY**
\$275.00 for each commercial per non-resident Performer according to Article 2404(b).
- (c) **FOR VOICE PATCH WAIVER FEE**
\$675.00 per commercial up to a maximum of (3 X \$675.00 = \$2,025.00), according to Article 101A.

APPENDIX "A"

UNIT WEIGHTING TABLE FOR U.S. MARKET
PURSUANT TO ARTICLE 2403

Market	Unit Value	Unit Market	Value
Alaska	1	Columbus, GA	2
Albany, GA	2	Columbus, OH	5
Albany-Schenectady Troy, NY	4	Dallas-Ft. Worth, TX	8
Albuquerque, NM	2	Davenport, IA (see Quad City)	
Altoona, PA (see Johnston-Altoona)		Dayton, OH	6
Asheville, NC (see Greenville-Spartanburg- Asheville)		Daytona Beach, FL (see Orlando-Daytona Beach)	
Atlanta, GA	6	Decatur, IL (see Champaign-Decatur- Springfield)	
Augusta, GA	2	Denver, CO	4
Austin-Rochester, MN - Mason City, IA	2	Des Moines, IA	2
Baltimore, MD	9	Detroit, MI	15
Baton Rouge, LA	2	Durham, NC (see Raleigh-Durham)	
Bay City, MI (see Flint-Saginaw-Bay City)		El Dorado, AR (see Monroe-El Dorado)	
Beaumont-Port Arthur, TX	2	Elkhart, IN (see South Bend-Elkhart)	
Binghamton, NY	2	Erie, PA	2
Birmingham, AL	4	Fairmont, WV	2
Boston, MA	17	Flint-Saginaw-Bay City, MI	4
Bristol Johnson City, TN	2	Forth Worth, TX	2
Buffalo, NY	6	Fresno, CA	2
Burlington-Plattsburg, NY	2	Grand Rapids-Kalamazoo, MI	5
Carthage, NY	2	Green Bay, WI	3
Champaign-Decatur- Springfield, IL (incl. Danville)	3	Greensboro-Winston-Salem- High Point, NC	4
Charleston-Huntington, WV	4	Greenville-Spartanburg- Asheville, NC	4
Charlotte, NC	5	Greenville-Washington- New Bern, NC	2
Chattanooga, TN	2	Hampton, VA (see Norfolk- Portsmouth-Newport-New Hampton)	
Chicago, IL	23		
Cincinnati, OH	7		
Cleveland, OH	13		
Columbia, SC	2		

APPENDIX "A" (cont'd)

UNIT WEIGHTING TABLE FOR U.S. MARKET
PURSUANT TO ARTICLE 2403

Market	Unit Value	Unit Market	Value
Harrisburg-Lancaster-York, PA	5	Mason City, IA (see Austin-Rochester-Mason City)	
Hartford-New Haven, CT	8	Memphis, TN	5
Hastings, NE (see Lincoln-Hastings-Kearney)		Miami, FL	6
Hawaii	1	Milwaukee, WI	6
High Point, NC (see Greensboro-Winston-Salem-High Point)		Minneapolis-St.Paul, MN	7
Holyoke, MA (see Springfield-Holyoke)		Mobile-Pensacola, FL	3
Houston, TX	6	Monroe, La.-El Dorado, AR	2
Huntington, WV (see Charleston-Huntington)		Montgomery, AL	2
Indianapolis, IN	7	Nashville, TN	4
Jackson, MS	2	New Orleans, LA	4
Jacksonville, FL	3	New York, NY	52
Johnson City, TN (see Bristol-Johnson City)		Norfolk, Portsmouth-Newport, New-Hampton, VA	3
Johnstown-Altoona, PA	5	Oklahoma City, OK	4
Joplin, MO -Pittsburg KS	2	Omaha, NE	3
Kalamazoo, MI (see Grand Rapids-Kalamazoo)		Orlando-Daytona Beach, FL	3
Kansas City, MO	6	Peoria, IL	2
Kearney, NE (see Lincoln-Hastings-Kearney)		Philadelphia, PA	21
Knoxville, TN	2	Phoenix, AZ	3
Lafayette, LA	2	Pittsburg, KS (see Joplin-Pittsburg)	
Lancaster, PA (see Harrisburg-Lancaster-York)		Pittsburg, PA	12
Lancing, MI	4	Plattsburg, NY (see Burlington-Plattsburg)	
Lebanon, PA (see Harrisburg-Lancaster-York)		Poland Spring, ME (see Portland-Poland Spring)	
Lincoln-Hastings-Kearney, NE	2	Port Arthur, TX (see Beaumont-Port Arthur)	
		Portland, OR	5
		Portland-Poland Spring, ME	3
		Portsmouth, VA (see Norfolk-Portsmouth-Newport-New Hampton)	
		Providence, RI	8
		Provo, UT (see Salt	

APPENDIX "A" (cont'd)

**UNIT WEIGHTING TABLE FOR U.S. MARKET
PURSUANT TO ARTICLE 2403**

Market	Unit Value	Unit Market	Value
Little Rock, AR	2	Lake City-Ogden-Provo	
Los Angeles, CA	30	Quad City (Davenport, IA - Rock Island-Moline, IL)	3
Louisville, KY	4	Raleigh-Durham, NC	4
Madison, WI	2	Richmond, VA	3
Manchester, NH	4	Steubenville, OH (see Wheeling-Steubenville)	
Roanoke, VA	3	Stockton, CA (see Sacramento-Stockton)	
Rochester, MN (see Austin-Rochester- Mason City)		Syracuse, NY	5
Rochester, NY	3	Tacoma, WA (see Seattle-Tacoma)	
Rockford, IL	2	Tampa-St. Petersburg, FL	5
Sacramento-Stockton, CA	6	Terre Haute, IN	2
Saginaw, MI (see Flint-Saginaw-Bay City)		Toledo, OH	5
St. Louis, MO	8	Troy, NY (see Albany- Schenectady-Troy)	
Salinas-Monterey, CA	3	Tulsa, OK	3
Salt Lake City-Ogden- Provo, UT	3	Utica, NY	2
San Antonio, TX	3	Washington, DC	10
San Diego, CA	3	West Palm Beach, FL	2
San Jose (see Salinas- Monterey)		Wheeling, WV	
San Francisco, CA	13	Steubenville, OH	5
Seattle-Tacoma, WA	6	Wichita-Hutchinson, KS	3
Shreveport, LA	3	Wilkes-Barre-Scranton, PA	3
Sioux City, IA	2	Youngstown, OH	2
Sioux Falls, SD	2		
South Bend-Ekhardt, IN	3		
Spartanburg, SC (see Greenville-Spartanburg- Ashville)			
Springfield-Holyoke, MA	2		

Total of all the units on pages 152, 153, 154 equals 575.

Each additional U.S. market not listed above - 1 unit each.

APPENDIX "B"

APPLICATION FOR WORK PERMIT: COMMERCIALS ONLY
ACTRA PERFORMERS GUILD

NOTE: TO BE COMPLETED BY ALL PERFORMERS ON EVERY ENGAGEMENT IN ACTRA JURISDICTION.

PLEASE PRINT

LEGAL NAME: _____ CITIZENSHIP: _____

PROFESSIONAL NAME: _____

AGENTS COMPANY NAME: _____

CHECK BOX WHERE CHEQUES ARE TO BE SENT: HOME OR AGENT

HOME OR AGENT ADDRESS: _____

CITY _____ PROVINCE _____ POSTAL CODE _____ COUNTRY _____ TELEPHONE NO. _____

DATE OF BIRTH: ____/____/____ MALE ____ FEMALE ____ SOCIAL INSURANCE NO. _____

APPRENTICE MEMBER: YES ____ NO ____ APPRENTICE MEMBER NO. _____

NAME OF ADHERED ENGAGER (ADVERTISING AGENCY) _____ TEL. NO. _____

NAME OF ADVERTISER _____

PRODUCTION HOUSE _____ TEL. NO. _____

NAME OF TALENT AGENT _____ TEL. NO. _____

DESCRIPTION OF ROLE OF CHARACTER BEING CAST _____

NUMBER OF ACTRA MEMBERS AND APPRENTICE MEMBERS AUDITIONED _____ (LIST NAMES BELOW)

NUMBER OF COMMERCIALS _____ T.V. _____ RADIO _____

CATEGORY OF PERFORMANCE _____ DATE OF FIRST CALL _____

ROLE _____

LOCATION _____

TIME OF SHOOT _____ A.M. _____ P.M.

WORK PERMIT FEE \$ _____

SIGNATURE OF ENGAGER/REPRESENTATIVE _____ SIGNATURE OF APPLICANT _____

NOTE: IN THE EVENT OF A DISPUTE, ACTRA HAS THE RIGHT TO APPEAL TO THE JOINT STANDING COMMITTEE SHOULD ACTRA CONSIDER AN ENGAGER HAS IMPROPERLY EXERCISED ARTICLES 7 AND 8 OF THE NATIONAL COMMERCIAL AGREEMENT.

FOR OFFICE USE ONLY

DATE RECEIVED _____ APPROVED/DENIED BY _____

REASON FOR DENIAL _____

APPENDIX "C"

INTENT TO PRODUCE *ACTRA* / *ICA-ACA* COMMERCIAL

Ad Agency _____ Signatory Engager _____
 Sponsor _____ Product _____
 Production Co. _____ Casting Director _____
 Location(s) _____ Travel Req'd Yes No
 Intended Use: Canada USA Other

<input type="checkbox"/> National	<input type="checkbox"/> TV	<input type="checkbox"/> Radio	<input type="checkbox"/> Tags	<input type="checkbox"/> Seasonal	<input type="checkbox"/> Demo
<input type="checkbox"/> Regional	<input type="checkbox"/> Local/Regional	<input type="checkbox"/> Dealer	<input type="checkbox"/> PSA	<input type="checkbox"/> Infomercial	<input type="checkbox"/> Other
<input type="checkbox"/> Short Life	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 14 Days	<input type="checkbox"/> 31 Days	<input type="checkbox"/> 45 Days	<input type="checkbox"/> Changes

Stunts YES NO
 Weather permitting YES NO Children YES NO Age(s) _____
 Weekend or night production YES NO Nude scene YES NO

COMMERCIAL NAME	DATES	LOCATION
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____

**THIS FORM MUST BE FAXED TO THE LOCAL ACTRA OFFICE
 NO LESS THAN TWO (2) BUSINESS DAYS PRIOR TO SHOOTING.
 OFFICE HOURS ARE FROM 9:00 A.M. TO 4:30 P.M.**

TALENT NAME	UNDER 16?	CATEGORY	RATE	LOCATION
1 _____	<input type="checkbox"/>	_____	_____	_____
2 _____	<input type="checkbox"/>	_____	_____	_____
3 _____	<input type="checkbox"/>	_____	_____	_____
4 _____	<input type="checkbox"/>	_____	_____	_____
5 _____	<input type="checkbox"/>	_____	_____	_____
6 _____	<input type="checkbox"/>	_____	_____	_____

if additional names, please use separate sheet

Info received by: _____
 Steward's signature: _____ Date: _____

APPENDIX "D"

REQUEST TO PRODUCE ACTRA / ICA-ACA
Unpaid Charity
Public Service Announcement
Commercial

NEITHER EXCUSIVITY NOR PRODUCT CONFLICT PERMITTED

PERFORMER TRANSPORTATION INCLUDED

NO CALLBACK

FREE WARDROBE (UNLESS RENTED)

Local ACTRA office: _____ Received by Actra: _____

(Name)

Signatory Engager: _____

Agency Fax: _____ Attention to: _____

Product(s): _____

Children Involved: _____

Tentative Shooting Dates: _____

Date Faxed to Agent: _____ Date Faxed to ACTRA: _____

Approved by Actra _____

Please Note: *This form must be cleared with the local ACTRA office no less than 48 hrs. before auditions(or booking/casting if no auditions are held) begins. If it is not, full commercial rates and use payments are in full effect.*

APPENDIX "E"

**ACTRA/ICA-ACA COMMERCIAL
Casting/Booking
Confirmation Form**

PERFORMER PHOTO HERE

Agency _____

Product _____

Conflict category: _____

Examples (e.g.): _____

Performer Name

{ }

{ }

Home Phone _____

Alternate Phone/Pager _____

Height _____

Weight _____

Hair _____

Eyes _____

{ }

AGENT

AGENT phone

ACTRA member

ACTRA apprentice

UDA member

Audition: ACTRA SAG ACTRA/UDA

Shoot Date _____ Available? YES NO

Competitive Products on air in last 26 weeks: See Article 1814

PSA: Public Service Announcement

Charity / PSA? YES NO

Paid? YES NO

Performer signature (if CHARITY or PSA)

Sizes:

Adult

Pants/Skirt _____

Shirt/Blouse _____

Children

Dress/Jacket _____

Shoes _____

Special requirements:

(ie: Allergies, asthma, vertigo)

Booking confirmation

Category: _____

Rate:

Session _____ Residual _____ Other _____

Faxed to: _____ From: _____

Agent Fax No. _____

Rec'd

Performers Fax No. _____

Rec'd

<input type="checkbox"/> National	<input type="checkbox"/> TV	<input type="checkbox"/> Radio
<input type="checkbox"/> Tags	<input type="checkbox"/> Regional Changes	<input type="checkbox"/> Demo
<input type="checkbox"/> Seasonal	<input type="checkbox"/> Dealer	<input type="checkbox"/> PSA

<input type="checkbox"/> Local/Regional	<input type="checkbox"/> Infomercial	<input type="checkbox"/> Other
<input type="checkbox"/> Short Life	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 14 Days
<input type="checkbox"/> 31 Days	<input type="checkbox"/> 45 Days	<input type="checkbox"/> Changes

Performer signature _____

Date: _____

PART A

ACTRA - ICA/JACA COMMERCIAL

DATE: _____

AUDITION SIGN-IN SHEET

NAME OF ADVERTISING AGENCY,
PRODUCER & CITY:

ACTRA
2239 YONGE STREET
TORONTO, ONTARIO
M4S 2B5

NAME OF ADVERTISING AGENCY,
PRODUCER & CITY:

ACTRA
2239 YONGE STREET
TORONTO, ONTARIO
M4S 2B5

PAGE: _____ OF _____

FAX THIS FORM WITHIN 10 DAYS FROM THE AUDITION

TO: 416-489-1435

ACTRA

2239 YONGE STREET

TORONTO, ONTARIO

M4S 2B5

ADVERTISER'S NAME:

PRODUCTION COMPANY:

INTENDED USE: _____ JOB NUMBER: _____

PRODUCT: _____

COMMERCIAL TITLE- Name & Number: _____

CASTING DIRECTOR'S NAME: _____

CASTING DIRECTOR'S NAME: _____

CASTING DIRECTOR'S NAME: _____

CASTING DIRECTOR'S NAME: _____

CASTING DIRECTOR'S NAME: _____

CASTING DIRECTOR'S NAME: _____

CASTING DIRECTOR'S NAME: _____

CASTING DIRECTOR'S NAME: _____

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CASTING DIRECTOR'S NAME: _____

CASTING DIRECTOR'S NAME: _____

CASTING DIRECTOR'S NAME: _____

CASTING DIRECTOR'S NAME: _____

CASTING DIRECTOR'S NAME: _____

CASTING DIRECTOR'S NAME: _____

CASTING DIRECTOR'S NAME: _____

This recorded audition material will NOT be used as a client demo, an audience reaction commercial, for copy selling or as a scratch track without payment of the minimum compensation provided for in the commercial Agreement and shall be used solely to determine suitability of the performer for a specific commercial.

PLEASE PRINT CLEARLY

NAME

ACTRA NUMBER

ACTRA NUMBER

SOCIAL INSURANCE NUMBER

SOCIAL INSURANCE NUMBER

AGENT

AGENT

SPECIFIC ROLE

SPECIFIC ROLE

ARRIVAL TIME

ARRIVAL TIME

AUDITION CALL-TIME

AUDITION CALL-TIME

AUDITION TIME-OUT

AUDITION TIME-OUT

INITIAL

INITIAL

AUDITION NUMBER

AUDITION NUMBER

Box

Box

1st 2nd 3rd 4th

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APPENDIX 'F' (PART B)

PART B

ACTRA-ICA/ACA COMMERCIAL
AUDITION SIGN-IN SHEET
***TO BE COMPLETED BY CASTING DIRECTOR:

DATE: _____
PAGE: _____ OF: _____

<input checked="" type="checkbox"/> CHECK APPROPRIATE BOX \Rightarrow Television () Radio () Infomercial () Other-Specify () On Camera () Off Camera () INTENDED USE:		TOTAL NUMBER AUDITIONED:	
FAX THIS FORM WITHIN 10 DAYS FROM THE AUDITION TO: 416-462-1836 INSTITUTE OF CANADIAN ADVERTISING 2100 YONGE STREET SUITE 500 BOX 2150 TORONTO, ONTARIO M4P 1E4			
CASTING DIRECTOR'S NAME:		ADVERTISER'S NAME:	
PRODUCT:		PRODUCTION COMPANY:	

PLEASE PRINT CLEARLY ***TO BE COMPLETED BY PERFORMERS:

This is a VOLUNTARY Form. You are NOT required to complete it. However, ACTRA and the ICA/ACA request that you complete this form so that it may be determined how well commercials reflect the ethnic, sexual and age differences in our society. Names are not requested to protect your privacy. Your ACTRA number is requested to insure the legitimacy of this survey.

C= Caucasian, B= Black, AB= Afro-European, AP= Asian Pacific, EA= Eurasian, AFA= Afro-Asian, NAI= North American Indian,
M= Metis, I= Inuit, LH= Latino-Hispanic, MENA= Middle-Eastern/North African, IP= Indo-Pakistani

ACTRA NUMBER	(Place X in Appropriate Box)															
	INITIAL	MALE	FEMALE	AGE	C	B	AE	AP	EA	AFA	NAI	M	I	LH	MENA	IP

APPENDIX "G"

ACTRA COMMERCIAL ENGAGEMENT CONTRACT
PERFORMERS GUILD

THIS PART TO BE COMPLETED PRIOR TO PRODUCTION
CONTRACT NO. **99-000000**
BRANCH CODE

(NAME OF ENGAGER) (AGENCY PRODUCER)
 AGENCY
 ADDRESS
 SPONSOR
 PRODUCT
 ICA OR A/PO MEMBER NO.
 ACA MEMBER NO.
 PRODUCTION HOUSE
 ADDRESS
 CONTRACTS WITH
 TO SUPPLY THE SERVICES OF
 (PERFORMER'S ADDRESS) INCLUDE CITY / POSTAL CODE
 SOCIAL INSURANCE NO. (TELEPHONE NUMBER)
 G.S.T. NO. (O.S.T./A.S.T.)
 FULL MEMBER NUMBER
 IN THE PERFORMANCE CATEGORY
 APPRENTICE OR NON-MEMBER WORK PERMIT NUMBER

NUMBER OF NATIONAL COMMERCIALS	TV RADIO	TAGS	TV RADIO	REGIONAL CHANGES	TV RADIO
DEMO COMM.	PRESENTATION DEMO	SEASONAL COMM.	TV RADIO	DEALER COMM.	TV RADIO
PUBLIC SERVICE ANNOUNCEMENT	TV RADIO LOCAL & REGIONAL	CAT. NO. TV RADIO	LOCAL & REGIONAL	CAT. NO. TV RADIO	LOCAL & REGIONAL
SHORT LIFE APPENDUM	TV	14 DAYS 31 DAYS 45 DAYS	CHANGES 7 DAYS 14 DAYS 31 DAYS	45 DAYS CHANGES	
INFOMERCIAL	TV	OTHER	RADIO	DOUBLE SHOOT	
SAG-ARTICLE 2404A (CDN \$)		SAG-ARTICLE 2404B (USA \$)		DOCKET NUMBER	
COMMERCIAL NAME OR NUMBER					
(INSERT DETAILS OF FEES ABOVE MINIMUM WHERE APPLICABLE; OR "MINIMUM FEES")					
SESSION FEES- RESIDUAL FEES- OTHER FEES-					
THIS CONTRACT IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE NATIONAL AGREEMENT FOR PERFORMERS IN TELEVISION COMMERCIALS AND RADIO COMMERCIALS MODIFIED BY THE ACTUAL PERFORMER'S GRID AND BONUS.					
PERFORMER'S SIGNATURE					
DATE					
PRODUCER'S SIGNATURE					
DATE					
SIGNATURE FOR PERFORMING COMPANY					
DATE					
CHILD UNDER 18 (SEE SECTION 16)					
PERFORMER'S AGENT					
DATE OF BIRTH					

WORK REPORT: IT IS IMPORTANT THAT THE FOLLOWING REPORT BE COMPLETED AT THE END OF PRODUCTION AND FORWARDED TO ACTRA WITHIN 48 HOURS TO ENSURE PROPER PAYMENT. MEMBERS CAN BE FINED FOR FAILURE TO FILE THIS REPORT.

DATE	TRAVEL TIME FROM HOME LOCATION		DATE	TRAVEL TIME TO HOME LOCATION		CALL TIME	FINISH TIME
	FROM	TO		FROM	TO		
						WARDROBE CALL	
						AUDITION CALL	
						HOLDING CALL	
						SUBSTANTIAL SNACK	YES <input type="checkbox"/> NO <input type="checkbox"/>

PLEASE NOTE THAT PAYMENT FOR THIS WORK SESSION MUST BE RECEIVED IN THE ACTRA OFFICE NOT LATER THAN 15 WORKING DAYS AFTER COMPLETION OF THE WORK SESSION. MEMBERS MUST TO AVOID LATE PAYMENT PENALTIES. SESSION AND RESIDUAL FORMS SUPPLIED BY ACTRA UPON REQUEST MUST BE USED WHEN SUBMITTING PAYMENTS. ACTRA DOES NOT INVOICE FOR SESSION AND RESIDUAL FEES.

PERFORMER'S FEES AND INITIALS IN THE BOX

AGREE DISAGREE

ENGAGER'S REPRESENTATIVE'S INITIALS

WITH THIS CONTRACT INDICATE WHETHER APPLICABLE

PLEASE PRINT CLEARLY

ENGAGER'S COPY

APPENDIX "H"

THIS NO. MUST APPEAR ON ALL PERSONAL PAYMENTS TOGETHER WITH C.P. NUMBER FOR THIS COMMERCIAL (I.E. # 1 FOR FIRST REGULAR PAYMENT; # 2 FOR SECOND, ETC.)

000000

SESSION PAYMENT



INSTRUCTIONS:
SESSION FEES FOR TELEVISION OR RADIO SHOULD BE FORWARDED TO ACTRA NOT LATER THAN FIFTEEN WORKING DAYS AFTER THE WORK SESSION AND SHOULD BE MADE PAYABLE TO THE PERFORMER.
IN THE CASE OF LATE PAYMENTS, PENALTY FEES SHOULD BE ADDED.

AGENCY _____ DATE _____
 ADDRESS _____
 SPONSOR _____ PRODUCT _____
 PRODUCTION HOUSE _____ PRODUCTION DATE _____
 ADDRESS _____

NUMBER OF NATIONAL COMMERCIALS: TV RADIO TAGS TV RADIO REGIONAL CHANGES TV RADIO
 DEMO COMM. TV RADIO PRESENTATION COMM. TV RADIO DEALER TV RADIO
 PUBLIC SERVICE ANNOUNCEMENT TV RADIO LOCAL & REGIONAL COMM. TV RADIO LOCAL & REGIONAL TV RADIO
 SHORT LIFE ADVERTISEMENT TV RADIO LEASE 31 DAYS OR LESS LEASE 31 DAYS OR MORE
 INFORMATIONAL TV RADIO ** OTHER _____ DOUBLE SHOOT _____ JOINT PROMOTION _____
 SAG-ARTICLE 2404A (CAN \$) _____ SAG-ARTICLE 2404B (USA \$) _____
 CHECK ONE: NATIONAL REGIONAL LOCAL OTHER

CATEGORY SYMBOLS: PP - PRINCIPAL PERFORMER; SOC - SILENT-ON-CAMERA; VO - VOICE-OVER; GS - GROUP SINGER; DEMO - DEMONSTRATOR; BP - BACKGROUND PERFORMER; GB - GROUP BACKGROUND PERFORMER; STC - STUNT COORDINATOR; ST - STUNT PERFORMER; SA - SPECIALTY ACT; C - CARTOONIST; PT - PUPPETEER; SS - SOLO SINGER; SD - SOLO DANCER; GD - GROUP DANCER; US - UNDERSTUDY; SB - STANDBY; SI - STANDING; SV - SINGLE VOICE; MV - MULTIPLE VOICE.

MEMBERSHIP OR PERMIT NO.	SECURITY INSURANCE NO.	PERFORMER'S NAME	CAN. CONTR. NO.	SESSION FEE	EXCL. CODE	ADVERSE INFO	ADDITIONAL PAYMENT	FEE	GROSS FEES	LESS 17% DUES	LESS 1% RETIRE PERFORMER	NET FEE
		ENGAGEMENT CONTRACT NUMBER FOR ABOVE PERFORMER										
		ENGAGEMENT CONTRACT NUMBER FOR ABOVE PERFORMER										
		ENGAGEMENT CONTRACT NUMBER FOR ABOVE PERFORMER										
		ENGAGEMENT CONTRACT NUMBER FOR ABOVE PERFORMER										

ICA or AAPP MEMBER NO. _____ ACA MEMBER NO. _____
 SIGNATURE _____
 NO. OF COMMERCIALS _____
 IN QUEBEC APPLY GST ON TOP OF GST TO BOX C
 O.S.T. #100593090T0001
 ACTRA CONTRACT REFERENCE NO. _____
 For Dispute See Contract Service Fee Section

A. TOTAL GROSS FEES \$ _____
 B. TOTAL DUES \$ _____
 C. TOTAL C.B.F. \$ _____
 D. TOTAL NET FEE \$ _____

ALL CHEQUES TO BE FORWARDED TO ACTRA

APPENDIX "J"

**JOINT TASK FORCE –
SECTION 16 - CHILDREN**

ACTRA and ICA/ACA agree to establish and convene, upon the signing of the Agreement, a Joint Task Force to examine the provisions of the Agreement relative to Children, and to recommend improvements to the terms of the Agreement relative to the engagement of Children prior to the end of the first year of the Agreement. All amendments to the Agreement recommended by the Joint Task Force will be adopted by the Parties, and the Agreement will be so amended in the second (2nd) and subsequent years.

APPENDIX "K"

Negotiation Protocol for the National Commercial Agreement

THE ACTRA PERFORMERS GUILD

"ACTRA"

and

THE INSTITUTE OF CANADIAN ADVERTISING

"ICA"

_____ the "Engager"

Agreement to Follow Terms of Protocol

1. The undersigned parties agree to the provisions of this Negotiation Protocol, which is attached as Appendix "G" to, and forms part of, the National Commercial Agreement (NCA). The provisions of this Negotiation Protocol shall apply to the parties, including the Engagers who are or shall become bound to the terms of this Negotiation Protocol or who have provided an Authorization under para. 4.. The terms of this Negotiation Protocol shall govern the process of collective bargaining for the renewal of this Agreement.
2. The terms and conditions of this Negotiation Protocol come into effect as of the date of execution of the NCA and shall remain in effect following the expiry of the term of the NCA in accordance with the terms herein.
3. ACTRA recognizes the Institute of Canadian Advertising as the sole and exclusive bargaining agent for its Engager members who execute this Negotiation Protocol at any time during the term of the NCA or who provide an signed Authorization.

Written Authorization to Bargain

4. The Institute of Canadian Advertising shall take concrete steps to obtain from its Engager members, executed Authorizations to bargain on their behalf with respect to the renewal of this NCA.
5. By June 1, 1999, ACTRA and the ICA shall send a jointly prepared letter to each Engager member to explain the terms of this Negotiation Protocol and the reasons why it is in the best interests of all parties to provide same in the interest of industry stability. The said letter shall include a request that the Engager consider providing executed Authorizations.
6. The Authorization which each Engager shall be asked to execute shall include:
 - 6.1 a requirement that each Engager member agree that the ICA shall be their exclusive bargaining agent, authorized to bargain on its behalf in respect of the renewal of the National Commercial Agreement, and
 - 6.2 that each such member shall be bound by the terms and conditions of the Agreement which is the result of collective bargaining between the ICA, on the one hand, and ACTRA on the other hand, subject to ratification in accordance with the By-laws or practices of each party;

7. Each member providing such Authorization shall, as a condition of giving such authorization, be bound by the decisions relating to the collective bargaining process made by the ICA on their behalf.
8. Once such Authorization is given, such member shall be precluded from negotiating separately with ACTRA or from entering into any agreement with ACTRA different from the NCA negotiated by the ICA and ratified by their members. Similarly ACTRA shall be precluded from entering into any negotiations or reaching any agreements with respect to any matters which are the subject of negotiations between the ICA and ACTRA with any member of the ICA who have authorized the ICA to act on their behalf.
9. Except by prior agreement with the ICA, ACTRA agrees that for the term of the renewed NCA, and for the freeze period set out in para. 13, it shall not enter into any agreement with any Engager who is bound by the NCA as a result of this Negotiation Protocol, at rates or terms more favourable to the Engager than those set forth in the renewed NCA. ACTRA has agreed to this provision in consideration of the fact that each signatory Engager and "any companies which it now or in the future controls and manages" [see Section 3001, at p.77] shall be bound by the National Commercial Agreement. In the event that ACTRA did enter into such agreement then the Engager(s) signatory to this Negotiation Protocol shall have the option of replacing the term so agreed for the similar term contained in the NCA.
10. Upon notice to bargain being given by either party pursuant to para. 3502 (Either party desiring to renegotiate shall give notice to the other party at least eight (8) months prior to the expiration date) the ICA shall deliver to ACTRA a list of all members on whose behalf the ICA has been authorized to bargain. In like manner, ACTRA shall deliver to the ICA a list of Engagers who have executed this Protocol. Such list shall be delivered by the ICA within thirty (30) days of such notice having been given.

Negotiating Team

11. ACTRA agrees to recognize the negotiating team as appointed by the ICA as the sole bargaining agent for all Engagers who have authorized the ICA to act on their behalf in accordance with this Protocol.

Agreement to Bargain in Good Faith

12. The parties agree to meet within forty-five (45) days of notice having been given and to commence to bargain in good faith and to make every reasonable effort to enter into a new Agreement.

Freeze of terms and conditions of expired NCA

13. While bargaining continues, and until the right to strike or to lock out has accrued pursuant to this Protocol, the terms and conditions of the current NCA shall continue in full force and effect and neither party shall threaten to alter or to alter any of the terms thereof. In particular, without limiting the generality of the foregoing, the Engagers shall not alter any rates or any other term of the current NCA or any right, privilege of the Performers in the bargaining unit or any right or privilege of ACTRA until the requirements of para. 15 have been met, unless ACTRA consents to the alteration in writing.

Conciliation

14. Where a party to the NCA, considers that reasonable efforts to enter into a new NCA have been made, the said party may request the assistance of a conciliation officer. Such a request shall be made by the party giving written notice to the other party or parties of its desire to obtain the assistance of a conciliation officer. Such notice shall contain the names of three persons who the party giving notice is prepared to accept as a conciliation officer. The proposed officers shall be neutral persons who have no direct interest in the subject matter of the negotiations, and who have not acted as employee, agent or advisor, for either of the parties or an interested party in any previous proceedings between the parties or their members.
15. The party receiving such notice shall within ten (10) days reply in writing accepting the appointment of one of the suggested conciliation officers of the other party, or shall indicate that none of the suggested conciliation officers are acceptable. The party responding may suggest alternative conciliation officers as part of their written response and the party giving original notice of a request for conciliation shall either accept such alternative suggestion or in the alternative, within ten (10) days of receipt of the notice, request the Federal Minister of Labour to appoint a conciliation officer as per the relevant provisions of the Canada Labour Code, as amended.
16. Where a conciliation officer has been agreed to by the parties or appointed by the Federal Minister of Labour, such officer shall forthwith confer with the parties and endeavour to assist them in entering into a new Agreement.
17. The parties agree to co-operate with such conciliation officer and to make every reasonable effort to enter into a new Agreement.
18. After the parties have met with such officer and made every reasonable effort to enter into a new Agreement without success, either party shall have the right to request a report from the conciliation officer. Such report shall be sent to all parties and to the Federal Minister of Labour and advise the parties that a new Agreement has not been made.
19. The parties agree that the fees and expenses of such conciliation officer, if not paid by the Federal Department of Labour, shall be paid 50% by ACTRA and 50% by the ICA.

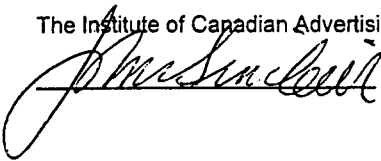
No Strike or Lockout

20. The parties agree that neither ACTRA nor any ACTRA agent, shall declare or authorize a strike against any Engager on whose behalf the Association have been authorized to negotiate until the term of the Agreement has expired and until fifteen (15) days have elapsed from the date on which the conciliation officer sent the report to the parties and the Minister as set out in Article 18.
21. The parties agree that neither the ICA or any agent of the ICA nor any Engager on whose behalf the Association have been authorized to negotiate shall declare or cause a lock out, until the term of the Agreement has expired and until fifteen days have elapsed from the date on which the conciliation officer sent the report to the Minister as set out in Article 18.

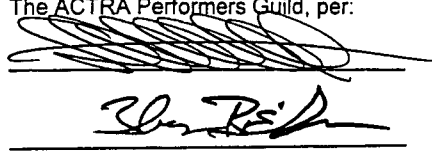
22. ACTRA agrees that there shall be no strike against any Engager, and ICA and ACA agree that there shall not be any lock out by any Engager on whose behalf the Association has been authorized to negotiate, unless there is a strike against all Engagers, or a lock out by all Engagers on whose behalf the Association has been authorized to negotiate.
23. The parties to this Agreement and all of the Engagers who have authorized the ICA to bargain on their behalf, agree that ACTRA shall be authorized and permitted to call a strike in compliance with the terms of this Negotiation Protocol, notwithstanding that ACTRA may not have complied with the statutory provisions of any particular labour legislation in any province or territory of Canada. The parties further agree that ACTRA and its members shall be entitled to legally strike in any such province or territory so long as the provisions of this Appendix have been adhered to.
24. The parties to this Agreement and all of the Engagers who have authorized the ICA to bargain on their behalf agree that the ICA shall be authorized and permitted to declare a lock out in compliance with the terms of this Appendix notwithstanding the fact that the Engagers may not have complied with the statutory provisions of any labour legislation in any provinces or territory of Canada and further agree that ICA and their members shall be entitled to legally declare such lock out in any such province or territory so long as the provisions of this Appendix have been adhered to.
25. The parties to this Negotiation Protocol agree that a Strike or Lock Out shall have the same meaning as those terms have under the terms of the Canada Labour Code. For further clarity the parties agree that a refusal by Performers in concert, in combination, or in accordance with a common understanding, to enter into contractual relations with a Engager shall constitute a strike within the meaning of this Negotiation Protocol.

Date: September 27, 1999

The Institute of Canadian Advertising, per;



The ACTRA Performers Guild, per:



The Engager, per:

_____ / _____ (print name)

Negotiation Protocol for National Commercial Agreement

Agreement between:

THE ACTRA PERFORMERS GUILD

"ACTRA"

and

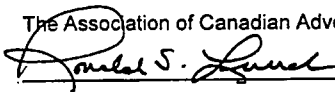
THE ASSOCIATION OF CANADIAN ADVERTISERS

"ACA"

The ACA agrees with ACTRA that it shall undertake to take the following steps:

1. The ACA shall make its members aware of the negotiation process relating to the National Commercial Agreement (NCA) and the terms of the Negotiation Protocol attached as Appendix G, and how the said negotiation process is to the mutual advantage of ACTRA and the membership of the ACA;
2. Prior to the commencement of the next round of negotiations for the renewal of the NCA, the ACA shall submit to ACTRA a list of its members that have provided Authorizations to the ACA to negotiate the renewal of the National Commercial Agreement under the terms of the Negotiation Protocol.

The Association of Canadian Advertisers, per:



The ACTRA Performers Guild, per:



**TO ASSIST YOU
THE FOLLOWING QUICK TIP SHEETS
ARE PROVIDED AS A REFERENCE
OF HIGHLIGHTS OF THE**

1999/2002

COMMERCIAL AGREEMENT

ACTRA/CA/CA. THE FOLLOWING NATIONAL TV COMMERCIAL RATES ARE IN EFFECT FROM FEB. 1/89 TO JAN. 31/2000													
NATIONAL TELEVISION	SESSION RATE	WK HRS	HOURLY RATE	**AWT RATE 9th & 10th HRS	OUT RATE 11th HR & ON	RECALL RATE	RECALL WK HRS	WARDROBE CALL 1-HR	TRAVEL TIME HRLY RATE	TAG RATE	WEATHER HOLDS	DEMO TEST COMM	
Principal Performer	535.50	9	67.50	87.50	100.00	266.50	4	67.50	67.50	139.00	268.00	268.00	
Silent On Camera	535.50	9	67.50	87.50	100.00	266.50	4	67.50	67.50	139.00	268.00	268.00	
Voice Over/Solo Singer	390.50	4	56.50	71.00	87.50	169.50	2	--	56.50	83.50	--	194.50	
Demonstrator	535.50	9	67.50	87.50	100.00	266.50	4	67.50	67.50	139.00	268.00	268.00	
Group Singer	168.50	1	56.50	71.00	87.50	112.00	1	--	56.50	83.50	--	**168.50	
Background	327.50	9	41.50	50.50	62.50	164.00	4	41.50	41.50	139.00	164.00	164.00	
Grp Background	218.50	9	27.50	34.50	41.50	109.00	4	27.50	27.50	139.00	109.00	109.00	
Stunt Performer	535.50	9	67.50	87.50	100.00	266.50	4	67.50	67.50	139.00	268.00	268.00	
Stunt Co-ordinator	713.50	9	88.50	108.00	133.00	355.50	4	88.50	88.50	--	357.00	357.00	
				**Adults 10th TV CLIP 13 TO 15 SOL & DUBBING Premium on Required								** 2 demo spots	

SHORT LIFE TELEVISION	SESSION RATE	WK HRS	HOURLY RATE	AWT RATE 9TH & 10TH HRS.	OUT RATE 11TH HR & ON	RECALL RATE	RECALL WK HRS	WARDROBE CALL 1-HR	TRAVEL TIME	CHANGE RATE	WEATHER HOLDS
Principal Performer	545.00	9	69.00	89.00	101.50	271.50	4	69.00	69.00	127.00	272.50
Silent On Camera	545.00	9	69.00	89.00	101.50	271.50	4	69.00	69.00	127.00	272.50
Voice Over/Solo Singer	398.00	4	57.50	72.00	89.00	172.50	2	--	57.50	76.50	--
Demonstrator	545.00	9	69.00	89.00	101.50	271.50	4	69.00	69.00	127.00	272.50
Group Singer	171.50	1	57.50	72.00	89.00	113.50	1	--	57.50	76.50	--
Background	327.50	9	41.50	50.50	62.50	164.00	4	41.50	41.50	127.00	164.00
Grp Background	218.50	9	27.50	34.50	41.50	109.00	4	27.50	27.50	127.00	109.00
Stunt Performer	545.00	9	69.00	89.00	101.50	271.50	4	69.00	69.00	127.00	272.50
Stunt Co-ordinator	728.00	9	90.00	110.50	135.50	363.50	4	90.00	90.00	--	364.50

ACTRA ICA/ACA THE FOLLOWING NATIONAL TV COMMERCIAL RATES ARE IN EFFECT FROM FEB. 1/2000 TO JAN. 31/2001												
NATIONAL TELEVISION	SESSION RATE	WK HRS	HOURLY RATE	AWT RATE 9th & 10th HRS	O/T RATE 11th HR & ON	RECALL RATE	RECALL WK HRS	WARDROBE CALL 1-HR	TRAVEL TIME HR/RY RATE	TAG RATE	WEATHER HOLDS	DEMO TEST COMM
Principal Performer	546.00	9	69.00	89.50	102.00	272.00	4	69.00	69.00	142.00	273.50	273.50
Silent On Camera	546.00	9	69.00	89.50	102.00	272.00	4	69.00	69.00	142.00	273.50	273.50
Voice Over/Solo Singer	398.50	4	57.50	72.50	89.50	173.00	2	--	57.50	85.00	--	198.50
Demonstrator	546.00	9	69.00	89.50	102.00	272.00	4	69.00	69.00	142.00	273.50	273.50
Group Singer	172.00	1	57.50	72.50	89.50	114.00	1	--	57.50	85.00	--	*172.00
Background	334.00	9	42.50	51.50	64.00	167.50	4	42.50	42.50	142.00	167.50	167.50
Grp Background	223.00	9	28.00	35.00	42.50	111.00	4	28.00	28.00	142.00	111.00	111.00
Stunt Performer	546.00	9	69.00	89.50	102.00	272.00	4	69.00	69.00	142.00	273.50	273.50
Stunt Co-ordinator	728.00	9	90.50	110.00	135.50	362.50	4	90.50	90.50	--	364.00	364.00
												*** 2 demo spots

SHORT LIFE TELEVISION	SESSION RATE	WK HRS	HOURLY RATE	AWT RATE 9TH & 10TH	O/T RATE 11TH HR & ON	RECALL RATE	RECALL WK HRS	WARDROBE CALL 1-HR	TRAVEL TIME	CHANGE RATE	WEATHER HOLDS
Principal Performer	556.00	9	70.50	91.00	103.50	277.00	4	70.50	70.50	129.50	278.00
Silent On Camera	556.00	9	70.50	91.00	103.50	277.00	4	70.50	70.50	129.50	278.00
Voice Over/Solo Singer	406.00	4	58.50	73.50	91.00	176.00	2	--	58.50	78.00	--
Demonstrator	556.00	9	70.50	91.00	103.50	277.00	4	70.50	70.50	129.50	278.00
Group Singer	175.00	1	58.50	73.50	91.00	116.00	1	--	58.50	78.00	--
Background	334.00	9	42.50	51.50	64.00	167.50	4	42.50	42.50	129.50	167.50
Grp Background	223.00	9	28.00	35.00	42.50	111.00	4	28.00	28.00	129.50	111.00
Stunt Performer	556.00	9	70.50	91.00	103.50	277.00	4	70.50	70.50	129.50	278.00
Stunt Co-ordinator	742.50	9	92.00	112.50	138.00	371.00	4	92.00	92.00	--	372.00

ACTRA ICA/VACA THE FOLLOWING NATIONAL TV COMMERCIAL RATES ARE IN EFFECT FROM FEB. 1/2001 TO JAN. 31/2002

NATIONAL TELEVISION	SESSION RATE	WK HRS	HOURLY RATE	AWT RATE 9th & 10th HRS	O/T RATE 11th HR & ON	RECALL RATE	RECALL WK HRS	WARDROBE CALL 1-HR	TRAVEL TIME HR/LY RATE	TAG RATE	WEATHER HOLDS	DEMO TEST COMM
Principal Performer	557.00	9	70.50	91.50	104.00	277.50	4	70.50	70.50	145.00	279.00	279.00
Silent On Camera	557.00	9	70.50	91.50	104.00	277.50	4	70.50	70.50	145.00	279.00	279.00
Voice Over/Solo Singer	406.50	4	58.50	74.00	91.50	176.50	2	--	58.50	86.50	--	202.50
Demonstrator	557.00	9	70.50	91.50	104.00	277.50	4	70.50	70.50	145.00	279.00	279.00
Group Singer	175.50	1	58.50	74.00	91.50	116.50	1	--	58.50	86.50	--	*175.50
Background	340.50	9	43.50	52.50	65.50	171.00	4	43.50	43.50	145.00	171.00	171.00
Grp Background	227.50	9	28.50	35.50	43.50	113.00	4	28.50	28.50	145.00	113.00	113.00
Stunt Performer	557.00	9	70.50	91.50	104.00	277.50	4	70.50	70.50	145.00	279.00	279.00
Stunt Co-ordinator	742.50	9	92.50	112.00	138.00	370.00	4	92.50	92.50	--	371.50	371.50
		*Under 16 yrs & 8 hrs		*Adults ONLY Kids 13 to 15 9th & 10th hrs permission required								*** 2 demo spots

SHORT LIFE TELEVISION	SESSION RATE	WK HRS	HOURLY RATE	AWT RATE 9TH & 10TH	O/T RATE 11TH HR & ON	RECALL RATE	RECALL WK HRS	WARDROBE CALL 1-HR	TRAVEL TIME	CHANGE RATE	WEATHER HOLDS
Principal Performer	567.00	9	72.00	93.00	105.50	282.50	4	72.00	72.00	132.00	283.50
Silent On Camera	567.00	9	72.00	93.00	105.50	282.50	4	72.00	72.00	132.00	283.50
Voice Over/Solo Singer	414.00	4	59.50	75.00	93.00	179.50	2	--	59.50	79.50	--
Demonstrator	567.00	9	72.00	93.00	105.50	282.50	4	72.00	72.00	132.00	283.50
Group Singer	178.50	1	59.50	75.00	93.00	118.50	1	--	59.50	79.50	--
Background	340.50	9	43.50	52.50	65.50	171.00	4	43.50	43.50	132.00	171.00
Grp Background	227.50	9	28.50	35.50	43.50	113.00	4	28.50	28.50	132.00	113.00
Stunt Performer	567.00	9	72.00	93.00	105.50	282.50	4	72.00	72.00	132.00	283.50
Stunt Co-ordinator	757.50	9	94.00	115.00	141.00	378.50	4	94.00	94.00	--	379.50

**ACTRA ICA/ACA: THE FOLLOWING NATIONAL TV & RADIO COMMERCIAL RATES
ARE IN EFFECT FROM FEB. 1999 TO JAN. 31/2000**

NATIONAL RADIO		WK HRS.	SESSION RATE MINIMUM	PER CUT RATE	AWT RATE	TAG RATE	RECALL	WK HRS.	DEMO	WK HRS.
Single Voice/Solo Singer		2	417.25	208.25	20.75	83.50	208.25	1	208.25	1
Multiple Voice/Group Singer		2	313.00	156.25	20.75	83.50	156.25	1	156.25	1

SHORT LIFE RADIO		WK HRS.	7 DAY SESSION MINIMUM	7 DAY PER CUT	14 DAY SESSION MINIMUM	14 DAY PER CUT	31 DAY SESSION MINIMUM	31 DAY PER CUT	45 DAY SESSION MINIMUM	45 DAY PER CUT	AWT RATE	CHANGE RATE
Single Voice/Solo Singer		1	212.50	106.25	281.00	139.75	319.00	159.75	361.25	181.00	21.00	41.50
Multiple Voice/Group Singer		1	159.50	79.50	210.50	105.25	239.75	119.75	271.25	135.25	21.00	41.50

SHORT LIFE RADIO RECALL		WK HRS	7 DAY RECALL	14 DAY RECALL	31 DAY RECALL	45 DAY RECALL
Single voice/Solo Singer		1	106.25	139.75	159.75	181.00
Multiple Voice/Group Singer		1	79.50	105.25	119.75	135.25

LOCAL & REGIONAL TV		WK HRS	CATEGORY #1	CATEGORY #2	CATEGORY #3	CATEGORY #4	HOURLY RATE	AWT RATE	OIT RATE	CATEGORY #4	HOURLY RATE	AWT RATE	OIT RATE
Principal Performer		6	378.40	313.10	271.50	33.30	40.20	43.80	548.60	48.30	58.10	63.60	
Silent On Camera		6	364.10	301.00	258.20	33.30	40.20	43.80	528.10	48.30	58.10	63.60	
Voice Over/Solo Singer		1	187.00	110.60	86.20	33.30	40.20	43.80	271.10	48.30	58.10	63.60	
Group Singer		1	140.30	66.40	51.50	33.30	40.20	43.80	203.40	48.30	58.10	63.60	
Background Performer		4	213.80	107.60	107.60	33.30	40.20	43.80	310.00	48.30	58.10	63.60	

LOCAL & REGIONAL RADIO		WK HRS	CATEGORY #1 - 13 WEEKS	CATEGORY #2 - 13 WEEKS	CATEGORY #3 - 13 WEEKS	CATEGORY #4 - 13 WEEKS	AWT RATE	For Additional Weeks & Year Rates, See Agreement
Single Voice/Solo Singer		1	306.35	198.95	178.05	18.40	26.65	
Multiple Voice/Group Singer		1	230.95	119.65	106.75	18.40	26.65	

ACTRA ICA/ACA: THE FOLLOWING NATIONAL TV & RADIO COMMERCIAL RATES ARE IN EFFECT FROM FEB. 1/2000 TO JAN. 31/2001									
NATIONAL RADIO	WK HRS.	SESSION RATE MINIMUM	PER CUT RATE	AWT RATE	TAG RATE	RECALL	WK HRS.	DEMO	WK HRS.
Single Voice/Solo Singer	2	425.50	212.50	21.25	85.25	212.50	1	212.50	1
Multiple Voice/Group Singer	2	319.25	159.50	21.25	85.25	159.50	1	159.50	1

SHORT LIFE RADIO	WK HRS.	7 DAY SESSION MINIMUM	7 DAY PER CUT	14 DAY SESSION MINIMUM	14 DAY PER CUT	31 DAY SESSION MINIMUM	31 DAY PER CUT	45 DAY SESSION MINIMUM	45 DAY PER CUT	AWT RATE	CHANGE RATE
Single Voice/Solo Singer	1	216.75	108.50	286.50	142.50	325.50	163.00	368.50	184.50	21.50	42.25
Multiple Voice/Group Singer	1	162.75	81.00	214.75	107.25	244.50	122.25	276.75	138.00	21.50	42.25

SHORT LIFE RADIO RECALL	WK HRS	7 DAY RECALL	14 DAY RECALL	31 DAY RECALL	45 DAY RECALL
Single voice/Solo Singer	1	108.50	142.50	163.00	184.50
Multiple Voice/Group Singer	1	81.00	107.25	122.25	138.00

LOCAL & REGIONAL TV	WK HRS	CATEGORY #1	CATEGORY #2	CATEGORY #3	CATEGORY #4	HOURLY RATE	AWT RATE	O/T RATE	CATEGORY #4	HOURLY RATE	AWT RATE	O/T RATE
Principal Performer	6	306.00	310.40	276.00	44.70	34.00	41.00	44.70	558.00	49.30	50.30	64.00
Silent On Camera	6	371.40	307.00	263.40	44.70	34.00	41.00	44.70	538.70	49.30	59.30	64.90
Voice Over/Solo Singer	1	190.70	112.80	87.90	44.70	34.00	41.00	44.70	276.50	49.30	59.30	64.90
Group Singer	1	143.10	67.70	52.50	44.70	34.00	41.00	44.70	207.50	49.30	59.30	64.90
Background Performer	4	218.10	109.80	109.80	44.70	34.00	41.00	44.70	316.20	49.30	59.30	64.90

LOCAL & REGIONAL RADIO	WK HRS	CATEGORY #1 - 13 WEEKS	CATEGORY #2 - 13 WEEKS	CATEGORY #3 - 13 WEEKS	CATEGORY #4 - 13 WEEKS	AWT RATE	CATEGORY #4 - 13 WEEKS	AWT RATE	For Additional Weeks, Month & Year Rates, See Agreement
Single Voice/Solo Singer	1	312.50	202.95	181.60	18.75	18.75	453.15	27.20	
Multiple Voice/Group Singer	1	235.55	122.05	108.90	18.75	18.75	341.60	27.20	

ACTRA ICA/ACA: THE FOLLOWING NATIONAL TV & RADIO COMMERCIAL RATES ARE IN EFFECT FROM FEB. 1/2001 TO JAN. 31/2002									
NATIONAL RADIO	WK HRS.	SESSION RATE MINIMUM	PER CUT RATE	AWT RATE	TAG RATE	RECALL	WK HRS.	DEMO	WK HRS.
Single Voice/Solo Singer	2	434.00	216.75	21.75	87.00	216.75	1	216.75	1
Multiple Voice/Group Singer	2	325.75	162.75	21.75	87.00	162.75	1	162.75	1

SHORT LIFE RADIO	WK HRS.	7 DAY SESSION MINIMUM	7 DAY PER CUT	14 DAY SESSION MINIMUM	14 DAY PER CUT	31 DAY SESSION MINIMUM	31 DAY PER CUT	45 DAY SESSION MINIMUM	45 DAY PER CUT	AWT RATE	CHANGE RATE
Single Voice/Solo Singer	1	221.00	110.75	292.25	145.25	332.00	166.25	375.75	188.25	22.00	43.00
Multiple Voice/Group Singer	1	166.00	82.50	219.00	109.50	249.50	124.75	282.25	140.75	22.00	43.00

SHORT LIFE RADIO RECALL	WK HRS	7 DAY RECALL	14 DAY RECALL	31 DAY RECALL	45 DAY RECALL
Single voice/Solo Singer	1	110.75	145.25	166.25	188.25
Multiple Voice/Group Singer	1	82.50	109.50	124.75	140.75

LOCAL & REGIONAL TV	WK HRS	CATEGORY #1	CATEGORY #2	CATEGORY #3	CATEGORY #4	AWT RATE	HOURLY RATE	O/T RATE	AWT RATE	HOURLY RATE	O/T RATE
Principal Performer	6	393.70	325.80	282.40	282.40	41.80	34.70	45.60	570.80	50.30	66.20
Silent On Camera	6	378.80	313.10	268.70	268.70	41.80	34.70	45.60	549.50	50.30	66.20
Voice Over/Solo Singer	1	194.50	115.10	89.70	89.70	41.80	34.70	45.60	282.00	50.30	66.20
Group Singer	1	146.00	69.10	53.60	53.60	41.80	34.70	45.60	211.70	50.30	66.20
Background Performer	4	222.50	112.00	112.00	112.00	41.80	34.70	45.60	322.50	50.30	66.20

LOCAL & REGIONAL RADIO	WK HRS	CATEGORY #1 - 13 WEEKS	CATEGORY #2 - 13 WEEKS	CATEGORY #3 - 13 WEEKS	CATEGORY #4 - 13 WEEKS	AWT RATE	CATEGORY #4 - 13 WEEKS	AWT RATE	For Additional Weeks, Months & Year Raises, See Agreement
Single Voice/Solo Singer	1	318.75	207.00	185.25	19.15	19.15	462.20	27.75	
Multiple Voice/Group Singer	1	240.25	124.50	111.10	19.15	19.15	348.45	27.75	

ACTRA ICAVACA TELEVISION AND RADIO COMMERCIAL AGREEMENT 1999 TO 2002

THE FOLLOWING RATES FOR **OTHER FEES** ARE IN EFFECT FROM Feb. 1/1999 to Jan. 31/2002

SECTION 1 for New Provisions on Voice performance outside Canada via Telephone, Land Patch or Live.

SECTION 7 Strict Provisions when hiring Non-Resident Performers.

AUDITIONS: At EVERY audition, SIGN-IN SHEET Part A MUST be completed and Part B is VOLUNTARY. 1st Audition of 1 hour is free unless kept over the hour, then the fee is \$56.50/\$57.50/\$58.50 per hour. On 2nd 3rd & 4th Auditions of 1 hour the fee is (\$25.00 per diem) if kept over 1 hour then the fee is \$56.50/\$57.50/\$58.50 per hour. Creative Fee/Audition, where no script is provided (per Article 904 (b)) A \$50.00/\$51.00/\$52.00 Creative Fee is paid. **NO GANG CASTINGS ALLOWED.** IF lines are spoken, then a CUE CARD or MECHANICAL PROMPTING DEVICE must be provided with proper lighting and acoustics & Audition Facilities. The term "HOLD can you keep this date free?" as a tentative booking device, IS NOT PERMITTED.

NEW: Performer Booking Forms to be faxed to Agents & Daily Call Sheets to be faxed to ACTRA, are required from Producers

NEW: 9 HOUR WORK DAY: But Children Under 16 years old, their work day is still 8 HOURS. Children 13 to 15 with permission only can work 2 hours of Additional Work Time (AWT) - 9th & 10th hours Maximum Allowed Daily, which cannot be prescheduled.

JOINT PROMOTIONS: Up to 3 Advertisers per Commercial - Paid 50% more on Session & Residual Fees per Commercial.

PER DIEM: NO CHANGE IN RATES: \$193.00 (All expenses included). Meal Breakdown: Breakfast \$16.50 + Lunch \$23.50 + Dinner \$42.50 = TOTAL \$82.50

MEAL PENALTY: \$56.50/\$57.50/\$58.50 per infringement, and each category is paid the same rate. 6th hour Meal Break—must supply the same Substantial Snack to all performers prior to the 5th hour. If no Substantial Snack is served, then Meal Break has to be given on the 5th hour. The 6th hour Meal Period may be extended for 15 minutes without penalty to complete a shot already in progress at least 15 minutes prior to the 6th hour. The unpaid ½ hour meal period, if Engager provides meals & craft services to crew/production personnel, the same food will be provided to all performers. All performers must be broken at the same time and are given a full half hour which starts when the last performer is through the food line and sits down.

NEW STUNT PERFORMER SECTION: The category of Stunt Performer shall be a RESIDUAL category provided the stunt is recognizable as a Stunt in the final commercial. **NEW STUNT DRIVING GUIDELINES.**

PRODUCT CONFLICT: It's the Engager's responsibility to indicate prior to the Audition and on casting sheets those products and services Engager views as product conflicts.

DORMANCY: DUE 26 WEEKS plus 1 business day for Regular Commercial. DUE 39 WEEKS plus 1 business day for Seasonal Commercial.

1 year Dormant and up to 6 years Dormant, you pay 1st year 2 Dormancy fees and 1 Dormancy fee each year thereafter to a maximum of 7 Dormancy fees. Must always get the performer's written consent.

ACTRA ICA/ACA & SAG TELEVISION COMMERCIAL AGREEMENT USA USE ONLY

INTERPRETATION OF CLAUSE 2404A ALL ON-CAMERA PERFORMERS RESIDENT IN CANADA
"PAID CANADIAN DOLLARS" ACTRA CONTRACTS - ACTRA DEDUCTIONS Feb. 1/1999 to Jan. 31/2002

ACTRA SESSION FEE RATE FOR FIRST DAY ONLY PER COMMERCIAL To be paid for the first day worked (or any first cancellation day on the same Commercial). Subsequent days to be paid at the SAG rate. Can credit only the session fee paid for the first day of work against first fixed cycle of use no later than 13 weeks from production date.

ON CAMERA-----\$535.50/546.00/557.00
OFF CAMERA-----\$390.50/398.50/406.50
STUNT PERFORMER-----\$535.50/546.00/557.00
DEMONSTRATOR &-----\$535.50/546.00/557.00
(HAND MODEL)-(No use fees to be paid)
SAG RATE FOR EXTRAS - (BG) - \$259.20-March 31/00
(Can be recognizable & No use fees to be paid)

SAG RATES FOR ALL OTHER FEES

Overtime, Meal Penalties, Wardrobe Calls, Travel hours (Per Diems & Mileage), Weather Holds, Late Payment Penalties, Audition Recalls, regular Recalls & Pre-Production Rehearsal, etc.

ACTRA WORKING CONDITIONS

Minimum one-hour Wardrobe Call, sixth-hour Meal Break, Night Work, Late Payment rules, Auditions, Creative Fee, regular Recall Session and Pre-Production Rehearsal hours, Travel hour rules, Weather Hold rules, Cancellation rules, Dormancy rules and fees (cannot be credited against use fees). The SAG Holding fee provisions do not apply. ACTRA maximum period of use is eighteen (18) months from either 6 months after Session or first use, whichever is earlier (see Article 1813). Upgrading/Downgrading/Editing-Out provisions.

DEDUCTIONS AND CONTRIBUTIONS

ACTRA Fraternal Benefit Society Member deduction of 4%, and contribution of 10% of the gross, for all performers. Dues' deductions of 1.75% from gross fees applies to ACTRA Members only. A 10% Service Fee deduction from Apprentice and Non-Members only off the gross of their Residual and Dormancy Fees. Engager Pays a Contract Service Fee per Commercial plus Goods and Services Taxes.

INTERPRETATION OF CLAUSE 2404B ON-CAMERA PERFORMER BROUGHT INTO CANADA "U.S. DOLLARS"

SAG rules, regulations, Session and Use holding fees paid in U.S. dollars, apply to all performers. With respect to Canadian Resident performers only, an ACTRA contract MUST be signed, and such performers are subject to ACTRA Insurance and Retirement deductions and contributions, Dues' deductions and Service Fee deductions from their gross earnings as outlined above in the ACTRA Deductions and Contributions statement. Engager Pays a Contract Service Fee per Commercial plus Goods and Services Taxes.

GOODS AND SERVICES TAXES (GST) - APPLY TO ACTRA AND SAG SESSION AND RESIDUAL FEES.

When a performer registers a GST number on their contract, then the Engagers are required to pay the GST based on a 100% of the performer's gross fee plus the 10% ACTRA Fraternal Benefit Society contribution. (Calculation is 100% + 10% = 110% X 7% GST which is added to the performer's NET fee).

ACTRA ICA/ACA TELEVISION AND RADIO COMMERCIAL AGREEMENT 1999 TO 2002
PAYMENT PROCEDURES

MEMBER DUES: Deductions of 1.75% are deducted from the gross off every ACTRA Member's Session and Residual payments

NON-MEMBER SERVICE FEE: Deductions of 10% + 7% GST from the gross off every Apprentice and Non-Member work permittee's Residual and dormancy payments only.

ACTRA FRATERNAL BENEFIT SOCIETY: Deduct from all Performers 4% from their gross fee and the Engager will contribute 10% for a total of 14% payable to ACTRA, FBS at the same time that Session and Residual fees are paid. (On \$100.00, \$14.00 is due.)

GOODS & SERVICES TAX 7%: If there is a GST # on a Performer's contract, then they must be paid GST based on the gross plus the Engager's 10%, added together to equal 110% x 7% (NO GST #, then NO GST is paid).

EXAMPLES ON HOW TO DO THE DEDUCTIONS:

7% GST (\$100.00 + 10.00 = 110.00 x 7% = \$7.70 GST)
1.75% Dues & 4% Fraternal (\$100.00 - 1.75 - 4.00 = \$94.25 NET + 7.70 GST = \$101.95 NET)
10% SERVICE FEE & GST & 4% Fraternal (\$100.00 - 10.70 - 4.00 = \$85.30 NET + 7.70 = \$93.00 NET)

ENGAGERS: THE ENGAGEMENT CONTRACT IS YOUR NOTICE THAT PAYMENT IS DUE. ACTRA DOES NOT INVOICE FOR SESSION OR RESIDUAL FEES. ACTRA only bills for Audition call backs & when performers are kept over the 1 hour call.

CONTRACT SERVICE FEE:

TV: \$375.00 + 26.25 GST = 401.25 (Less 25% = 300.94) (Less 50% = 200.63) - HST or QST where applicable.

RADIO: \$150.00 + 10.50 GST = 160.50 (Less 25% = 120.37) (Less 50% = 80.25) - HST or QST where applicable.

If Ad Agency is a member of ICA or AAPQ, you are entitled to 25% discount.

If Advertiser/Client is a member of ACA, you are entitled to 25% discount.

C.S.F. rules for payment: At the same work Session, 1 to 3 spots, no change in C.S.F. rates; 4 to 5 spots, pay only 3 C.S.F.'s, and 6 or more spots, pay only 5 C.S.F.'s.

NEW: Contract Service Fee payable shall never be more than 25% on TV commercials & 20% on Radio commercials of performers total gross fees (excluding Ins. & Ret.)

SESSION PAYMENTS: Due 15 working days after the work Session.

RESIDUAL PAYMENTS: Due within 20 working days of 1st air date.

LATE PAYMENTS: \$3.00 per working day up to 30 working days, then a Registered letter is sent by ACTRA, then there is a 12-day grace period. If payment plus accrued penalty is still not received, then \$8.00 per working day accumulates from the date of the Registered letter until payment is received.

NEW: Late Payment of Insurance & Retirement deductions and contributions shall be subject to Late Payment Penalties.

ACTRA ICA/JACA TELEVISION and RADIO COMMERCIAL AGREEMENT

DUES DEDUCTIONS

The following represents a list of the First category of ACTRA Member number codes that you will find on the original engagement contracts signed by performers and producers on the actual shoot day(s). All Talent Payment Companies are obliged to deduct 1.75% as dues, from all Members gross earnings. These dues are for ACTRA Members only. ACTRA has ten branch offices across Canada, each with its own membership number code.

Branch	Number Code
Vancouver, B.C.	V01-00000
Calgary, Alberta	C09-00000
Edmonton, Alberta	E02-00000
Regina, Saskatchewan	S10-00000
Winnipeg, Manitoba	W03-00000
Montreal, Quebec	M08-00000
Ottawa, Ontario	O05-00000
Toronto, Ontario	T04-00000
Halifax, Nova Scotia	H07-00000
St. Johns, Newfoundland	N08-00000

Meal Penalty payments are classified as earnings and are subject to dues' deductions. Late Payment Penalties and Per Diems are NOT subject to Dues' deductions.

Please note: On each commercial work session, work permits must be purchased by Apprentice Members and Non-Members prior to commencement of work.

SERVICE FEE DEDUCTIONS

The Second category is Apprentice Member Work Permittee, and the Third category is Non-Member Work Permittee. Do not deduct Member dues of 1.75% from these performers. All Apprentice and Non-Members are subject to Service Fee deductions of 10%, plus 7% GST, from their gross earnings, off all their Residual/Use fees and Dormancy/Holding fee payments only. Each ACTRA Branch office across Canada has their own Work Permittee number codes as follows:

Branch	Number Code
Vancouver, B.C.	VP-00000
Calgary, Alberta	CP-00000
Edmonton, Alberta	EP-00000
Regina, Saskatchewan	SP-00000
Winnipeg, Manitoba	WP-00000
Montreal, Quebec	MP-00000
Ottawa, Ontario	OP-00000
Toronto, Ontario	TP-00000
Halifax, Nova Scotia	HP-00000
St. Johns, Newfoundland	NP-00000

Apprentice Member Cards show the year they joined and a five digit number (99-00000). Apprentice Members MUST always use each new work permit number (TP-00000) purchased on their contracts. Non-Members MUST also use each new work permit number (TP-00000) purchased on their contracts. The Service Fee deduction does not apply to the original Session, Production, Filming or Shoot date fees, or any new Lifts or Edited Versions which would attract a new Session/Holding fee payment, or to any Late Penalty Payments on Session or Residual Fees.

FROM ACTRA TO ALL PAYROLL SERVICES - March 12, 1999

CONTRACT SERVICE FEE INTERPRETATION OF SECTION 29 IN THE COMMERCIAL AGREEMENT. THERE IS NO DOUBLE DISCOUNTING ON THE RATES FOR CSF'S

On February 1, 1999 there are no changes in the rates to the existing paragraphs in Section 29 of the Commercial Agreement. There are however some changes to the type of commercial that a CSF is not paid on, as listed for easy reference. Do Not Pay CSF's on Television and Radio Demos or Test Commercials, TV Presentation Demos, until they are broadcast. On Public Service Announcements, Lifts, Edits and Tags CSF's are never paid. Maximum number of CSF's payable remains the same. New language will be included in the new agreement regarding further discounts on CSF's

NEW LANGUAGE RE: Further Discounts on CSF'S

The total amount of the Contract Service Fees payable shall be twenty-five percent (25%) of the performers' total gross fees, (excluding Insurance and Retirement Engager contributions) for each Television Commercial and twenty percent (20%) for each Radio Commercial or the amounts listed in Section 29 of the Commercial Agreement, whichever is the lesser.

EXAMPLE # 1:

One Principal Performer works nine (9) hours on a Television Commercial session at minimum fees and is paid the gross fee of \$535.50. He/she is the only performer in the commercial On or Off-Camera.

The Contract Service Fee is calculated by multiplying his/her gross fee of \$535.50 X 25% = \$133.88 + 7% GST of \$9.37 = \$143.25 is CSF rate you pay. YOU DO NOT TAKE A FURTHER DISCOUNT by also applying the Advertising Agency and Advertiser discounts of (25% + 25% = 50%) if they are members of the ICA or AAPQ and ACA where applicable.

If performer does two commercials on the same day/same rate, then you pay 2 X \$143.25 = \$286.50 CSF's

EXAMPLE # 2:

One Silent-On-Camera Performer works nine (9) hours and is paid the gross fee of \$535.50 and one Voice-Over Performer works four (4) hours and is paid the gross fee of \$390.50 on the same Television Commercial session at minimum fees. Total gross earnings for both performers are \$926.00.

The Contract Service Fee is calculated by multiplying the total gross fee of \$926.00 X 25% = \$231.50 + 7% GST of \$16.21 = \$247.71 is CSF rate. IF the Agency and Advertiser are both members of the ICA or AAPQ and ACA, then **DO NOT USE THE 25% OF THE PERFORMERS TOTAL GROSS FEES CALCULATION** in this case. You use the \$375.00 CSF rate, minus the (25% + 25% = 50% discount) = \$187.50 + 7% GST of \$13.13 = \$200.63 is CSF rate you pay, which is less than the \$247.71 rate above.

In the above case, if only the Advertising Agency was a member of the ICA or AAPQ and the Advertiser was not a member of the ACA, then you would calculate the \$375.00 CSF rate, minus only one 25% discount for the Advertising Agency. This calculation would be \$281.25 + 7% GST of \$19.69 = \$300.94. In this case the above rate of \$247.71 would be the lesser that you would be paying. You must add in any other provincial taxes where applicable. I hope this will clear up any misunderstandings.

1999/2002 INDEX

	Section or Article	Page(s)
ABOVE MINIMUM PAYMENT		
- Definition	417	10
- Performer's right to negotiate better rates	503	11
ACCESS TO STUDIO		
- Access to studio for ACTRA representative	1005	22
ACTRA OFFICES ADDRESSES		
	Back Cover	
ADDENDA		
Addendum No. 1 - Local and Regional		
- Commercial Agreement		106
Addendum No. 2 - Short Life Commercials		
- Television and Radio		130
Addendum No. 3 - Infomercials		148
Addendum No. 4 - Work Permit Fees		151
ADDITIONAL WORK TIME - RADIO		
- Application and fee	2102	78
ADDITIONAL WORK TIME - TELEVISION		
- Application and fee		
- Principal Performer, Silent-on-Camera, Demonstrator, Background Performer, Group Background Performer, Stunt Coordinator, Stunt Performer	1202, 1208(a)	25, 28
- Voice-Over, Solo Singer	1202, 1208(b)	25, 28
- Group Singers	1202, 1208(c)	25, 28
- Additional worktime rules for children	1605	38
AMERICAN FEDERATION OF MUSICIANS (AF OF M)		
- Jurisdiction	101	1
APPENDICES		
- Appendix "A" - Unit Weighting Table for U.S. Markets as referred to in Article 2403		152-154
- ACTRA Forms - Appendices "B, C, D, E & F"		155-163
- Joint Task Force - Children - Appendix "J"		164
- Negotiation Protocol - Appendix "K"		165
APPLICATION AND RECOGNITION		
- To persons engaged in television and radio commercials produced for use in Canada	101	1
- Voice Patch, Land Patch	101A	1

	Section or Article	Page(s)
APPLICATION AND RECOGNITION (cont'd)		
- To non-resident Performers engaged in Television commercials produced in foreign locations for use in Canada where no other Performers' union exercises jurisdiction	102	1
AUDITIONS		
- Requirement to audition prior to applying for work permit	705(e)	16
- No auditioning for Background Performers	902	18
- Auditions not to be confused with testing for client purposes	903	18
- Auditions/Interviews - voice and screen tests	904	18
- Improv fee "no script"	905	18
- Fee for being detained in audition	906	19
- Callback audition fee	907	19
- Fee paid to Performer for taking part in another Performer's audition	908	20
- Audition Report Time Sheet	909	20
- Special Wardrobe	910	20
- Cue Cards - must be supplied	911	20
- Gang Castings - not allowed	912	20
- Auditions for children after school hours	1602	38
- Auditions for Stunt Performers	1704	41
BACKGROUND SCENES		
- Conditions for filming	2204	85
- Waiver permit fee	2204(d)	85
BILLBOARDS		
- Definition	404	8
- Fees Radio	2103(a)	78
- Fees Television	1809	61
BODY COSTUME		
- Definition	422	10
BOND		
- ACTRA may require Engager to post bond	Section 33	102
BOOKING		
- Definition	420	10
"BORDER STATIONS"		
- USA "Border Stations" - unit weighting	1802(b)	43

	Section or Article	Page(s)
“BORDER STATIONS” (cont’d)		
- Use of television commercial in Canada and U.S. “Border Stations”	2402	86
BROADCAST LAG		
- Program commercials	1806(b)	53
BROADCAST - TEST MARKET COMMERCIALS		
See “DEMO AND TEST COMMERCIALS”	1822(c)	71
“BUY-OUT” - DEALER COMMERCIAL TELEVISION		
- Prepayment or “buy-out” of one year’s use	1817	66
“BUY-OUT” OF PROGRAM COMMERCIAL		
- “Buy-out” of program commercial for one cycle of 13 weeks use	1806(c)	53
- Prepaid “buy-out” fees for one cycle of 13 weeks program use (Table C)	1806	53, 54
CALL		
- Performer’s call	1002	21
CANCELLATION		
- Cancellation of a commercial	1506(a)	37
- Cancellation of a day’s production after commencement of work	1506(b)	37
- Cancelled engagement	1506(c)	37
CARTOONIST (C)		
- Definition	212	6
CHILDREN		
- Joint Task Force – Children – Appendix “J”		164
- Special consideration required	1601	38
- Calls for auditions, etc. after school hours, except for actual production	1602	38
- Maximum length of time before camera	1603	38
- Designate pro-tem guardian	1604	38
- Work not to exceed 8 consecutive hours	1605	38
- Work permits for standby babies	1606	38
- Notification of Night Shoots	1607	38
CHOREOGRAPHER		
- Definition	216	7

	Section or Article	Page(s)
COMMERCIALS BROADCAST IN ERROR		
- Radio	2302	86
- Television	2301	86
COMMUNICABLE DISEASES		
	508	13
COMPENSATION FOR USE AND RE-USE		
- Compensation for use and re-use of television commercial	Section 18	42
COMPLAINTS		
- See "GRIEVANCE AND COMPLAINTS"	Section 34	102
CONDITIONS OF ENGAGEMENT		
- Performers must be qualified by ACTRA	501	11
- No engagement of Performers at rates less than minimum defined	502	11
- Performer's right to negotiate	503	11
- Upgrading, downgrading and editing out articles	504 (a) (b) (c)	11, (c)12
- Performer misconduct	505	12
- Policy of non-discrimination	506	12
- Political advertising	507	13
- Communicable diseases	508	13
- Stunt Performers	1705	41
CONFLICT		
- See "PRODUCT CONFLICTS"	Section 20	76
CONSULTATION FEE		
- Stunt Performer consultation fee	1701	39
- Stunt Coordinator consultation fee	1701	39
CONTRACT		
- Performer contract	1003	21
- Completed contract prior to commencement of work session	1004	22
- Continuing contracts	1006	22
CONTRACT SERVICE FEE		
- Contract service fee - amounts	2901	97
CREATIVE FEE		
- Improv fee	905	18
	1002	21
	1822 (c)	71
	2105	81

	Section or Article	Page(s)
CYCLE		
- Definition	2602 (c)	93
DANCERS		
- Definition	209	5
DEALER COMMERCIAL		
- Definition	405	8
- Editing of commercial for different dealer identifications	1905	74
- Fees for dealer identifications or tags - television	1907	74
- Conditions for release of dealer commercial to dealers - residual payments and "buy-out" - television	1817	66
- Dealer or price change tags - radio	2103(c)	79
- Dealer commercials "buy out" - radio	2103(f)	80
DEFINITION OF TERMS		
- Engager	401	7
- Television commercial	402	7
- Radio commercial	403	8
- Billboard	404	8
- Dealer commercial	405	8
- Live commercial	406	8
- ID	407	8
- Tag	408	8
- Wild spot use	409	9
- Network spot use	410	9
- Program use	411	9
- Non-prime time	412	9
- Prime time	413	9
- Risk performance	414	9
- Stunt work	415	9
- Session fee	416	9
- Above minimum payment	417	10
- Recall fee	418	10
- Preproduction rehearsal fee	419	10
- Booking	420	10
- Super	421	10
- Body costume	422	10
- OMNI	423	10
- Night work	1210 (a)	29
- Postponement	1503	37
- Product conflict	2001	76
DEFINITIONS - Performer DEFINITIONS - RADIO		
- Single Voice	301	7
- Multiple Voice	302	7

	Section or Article	Page(s)
DEFINITIONS - Performer DEFINITIONS - TELEVISION		
- Performer	202	2
- Principal Performer (PP)	203	2
- Silent-on-Camera (SOC)	204	3
- Voice-Over (VO)	205	3
- Demonstrator (Demo)	206	3
- Background Performers (E)	207 (a)	3
- Standby (SB)	207 (a) (vii)	4
- Stand-In (SI)	207 (a) (vii)	4
- Understudy (US)	207 (a) (vii)	4
- Group Background Performer (GE)	207 (b)	4
- Singers (Group Singer, Solo Singer)	208	4
- Dancers (Group Dancer, Solo Dancer)	209	5
- Specialty Act (SA)	210	5
- Puppeteers (PT)	211	6
- Cartoonist (C)	212	6
- Stunt Coordinator	213	6
- Stunt Performer (ST)	214	6
- Voice-Over/Lip Sync	215	6
- Choreographer	216	7
DEMO AND TEST COMMERCIALS		
- Performer auditions not to be confused with demo and test commercials	903	18
DEMO AND TEST COMMERCIALS - TELEVISION		
- Session fees	1203	26
- All categories except Group Singers	1203 (a)	26
- Group Singers	1203 (b)	27
- Presentation demo	1203 (c)	27
- Non-broadcast audience test and demo commercials	1822 (a)	71
- Limited broadcast - test commercials	1822 (b)	71
- Broadcast - test market commercials	1822 (c)	71
DEMO (NON-BROADCAST) COMMERCIAL - RADIO		
- Conditions for production and fees	2105	80
DEMONSTRATOR (DEMO)		
- Definition	206	3
- Session fee and work hours	1202	23
- Additional work time	1202, 1208 (a)	25, 28
- Overtime	1202, 1209	25, 28
- Minimum recall and preproduction rehearsal fees	1213	31
- Hourly work time rates	1202, 1213	25, 31

	Section or Article	Page(s)
DISCOUNTS - RADIO		
- Discounts for local or regional use only	2104	80
DISCOUNTS - TELEVISION		
- Local discount on session fee	1205	27
- Regional discount on session fee	1206	27
- Session fee discount tables	1207	28
DORMANCY - RADIO		
<i>See "RELEASE AND RE-USE"</i>	2106	81
DORMANCY - TELEVISION		
- When a commercial is not broadcast within 26 weeks	1813	63
DOUBLING - RADIO		
- Conditions where doubling applicable	2101 (d)	78
DOUBLING - TELEVISION		
- Conditions where doubling applicable	1218	33
DOWNGRADING		
- To non-residual category	504 (b)	11
DRESSING ROOM AND REHEARSAL FACILITIES		
- Requirements	1406	36
DUES DEDUCTIONS		
- Members only	2701	96
EDITING OF COMMERCIALS - RADIO		
- Dealer or price change tags	2103 (c)	79
- Editing for regional price changes	2103 (d)	79
- Editing for regional requirements	2103 (e)	79
EDITING OF COMMERCIALS - TELEVISION		
- Notification to Performer in residual category if edited out	504 (c)	12
- French/English commercials	1810	61
- Other languages	1811	62
- Alterations permitted in television commercials	1901	72
- Edit for single additional version, shorter or longer	1902	72
- Changing off-camera message, withdraw original commercial	1903 (a)	73
- Editing on-camera portion, no change in material, no engagement of Performers	1903 (b)	73
- Supers	1903 (c)	73

	Section or Article	Page(s)
EDITING OF COMMERCIALS - TELEVISION (cont'd)		
- Tags	1904	73
- Different dealer identifications	1905	74
- Changes due to laws or governmental regulations, network and/or station codes	1906	74
- Payment for allowable changes	1907	74
EDITING OF COMMERCIAL - TELEVISION AND RADIO		
- Singers recording additional tracks for multiple track commercials	1908 (a)	75
- Group Singers may over-dub	1908 (b)	75
- Solo Singers may do one over-dub	1908 (b)	75
- Contract service fee payable only on original commercial	2901	97
ENGAGER		
- Definition	401	7
EXCLUSIVITY		
- Exclusivity not permitted	2004 (a)	76
- Competitive product exclusivity		
- Performers engaged at minimum fees	2004 (b)	77
- Non-competitive product exclusivity		
- Performers engaged at no less than minimum fees, plus 25%	2004 (c)	77
- Complete exclusivity		
- Performers engaged at no less than double above minimum fees	2004 (d)	77
- Exclusivity agreement	2004 (e)	77
EXPENSES		
- See "TRANSPORTATION, TRAVELLING AND LOCATION EXPENSES"	Section 13	34
EXTRAORDINARY CIRCUMSTANCES		
Background Performers (BP)		
- Definition	207 (a)	3
- Session fee and work hours	1202	24
- Hourly work time rates	1202, 1208 (a)	24, 28
	1213	31
- Additional work time rates	1202, 1208 (a)	25, 28
- Overtime rates	1202, 1209	25, 28
- Minimum recall	1211	30
- Preproduction rehearsal	1212	30
- Minimum recall and preproduction rehearsal fee	1213	31

	Section or Article	Page(s)
Background Performers (BP) (cont'd)		
- Fee for Background Performers in commercials transformed into another language	1810 (e)	61
FAILURE TO RENDER SERVICE		
- Failure of Performer to render service	1504	37
FEES		
- Work permit fees (rates) - Definition	802	17
- Work permit fees	Addendum #3	148
- Work permit fee - Group Background Performer	804	17
- Waiver permit fee - Group Background Performer	805	17
- Fees - audition	905	18
"	906	19
"	907	19
- Creative fee	908, 1002	20, 21
"	1822 (c)	71
"	2105	81
- Session fees - television	1202	24
- Demo and test commercials session fees - television	1203	26
- Additional work time - television	1202, 1208	25, 28
- Overtime - television	1202, 1209	25, 29
- Minimum recall and preproduction rehearsal fees - television	1213	31
- Hourly work time rates - television	1202, 1213	24, 31
- Meal period infringement fee - television	1214	32
- Special wardrobe maintenance fee - television	1403	35
- Stunt Coordinator consultation fee	1701	39
- Stunt Performer consultation fee	1701	39
- Stunt Performer performance fee	1202, 1702	23, 39
- Residual fees - television		
- Wild spot and Network spot commercials	1803	44
- Wild spot commercials - Table A	1804	47 - 49
- Network spot commercials - Table B	1805	50 - 52
- Prepaid - "buy-out" fees program commercials - Table C	1806	54
- Prime time program commercials - Table D	1807	55 - 57
- Non-prime time program commercials - Table E	1808	58 - 60
- Billboards - television	1809	61
- Dues: Guild Work dues - Members only	2701	96
- Fee - editing off-camera message - television	1907	74
- Fee - editing on-camera portion - television	1907	74
- Dealer identification or tag - television	1907 (b)	75
- Prepaid "buy-out" fees - dealer commercials - television	1817	66
- IDs - television	1823	71
- Radio session and residual fees	2101	77

	Section or Article	Page(s)
FEES (cont'd)		
- Additional work time - radio	2102	78
- Billboards - radio	2103 (a)	78
- IDs - radio	2103 (b)	78
- Dealer or price change tags - radio	2103 (c)	79
- Editing for regional price changes - radio	2103 (d)	79
- Editing for regional requirements - radio	2103 (e)	79
- Demo (non-broadcast) commercial - radio	2105	80
- Recall fees - radio	2107	81
- Late payment penalties	2602 (d)	94
- Contract service fee	2901	97
- Residual fees - foreign distribution - television	2405	89
- Residual fees - foreign distribution - radio	Section 25	91
- Service Charge Fees - Apprentice and Non-Members only	2702	96
- Waiver permit fee - background scenes	2204	85
FOREIGN DISTRIBUTION - RADIO		
- Combination of Canadian and U.S. use	2501	91
- Exclusive U.S. use	2502	94
- Other foreign use	2503	94
FOREIGN DISTRIBUTION - TELEVISION		
- Voice-over Performers paid as principal Performers	2401	86
- Use in Canada and U.S. "border stations"	2402	86
- Use in Canada and U.S. other than "border stations"	2403	86
- U.S. use only - all on-camera Performers resident in Canada	2404 (a)	87
- U.S. use only - on-camera Performers brought into Canada	2404 (b)	87
- Residual fees for use in countries listed (other than U.S.)	2405	88
- Maximum period of use of commercial outside of Canada and U.S.	2406	89
- Commercials produced for countries other than Canada or U.S.	2407	90
FRENCH/ENGLISH TELEVISION COMMERCIALS		
- Conditions for production	1810 (a) (b) (c)	61
- Jurisdiction - UdA/ACTRA	1810 (d)	62
- Background Performers	1810 (e)	62
- Other languages	1811	62
GRIEVANCES AND COMPLAINTS		
- Grievance procedure	Section 34	102

	Section or Article	Page(s)
GROUP DANCER (GD)		
- Definition	209	5
GROUP BACKGROUND PERFORMER (GBP)		
- Definition	207 (b)	4
- Work permit fee	804, Addendum #3	17, 148
- Waiver permit fee	805	17
- Session fee and work hours	1202	25
- Hourly work time rate	1202, 1208 (a)	25, 28
	1213	31
- Additional work time and rate	1202, 1208 (a)	25, 28
- Overtime and rate	1202, 1209	25, 28
- Minimum recall and preproduction rehearsal fee	1213	31
GROUP SINGER (GS)		
- Definition - Television	208	4
- Definition - Multiple Voice/Group Singer - Radio	302	7
- Session fee and work hours	1202	25
- Additional time worked and rate - television	1202, 1208 (c)	25, 28
- Session fee and work hours - demo and test commercials - television	1203 (b)	27
- Minimum recall - television	1211	30
- Preproduction rehearsal - television	1212	30
- Minimum recall and preproduction rehearsal fees - television	1213	31
- Residual fee - television - See Tables A, B, C, D & E	Section 18	47 - 60
- Multiple track commercials - television and radio	1908 (a)	75
- Group Singers may over-dub - television and radio	1908 (b)	75
- Payment Option	1910	75
- Prepaid fee or "buy-out" dealer commercials - radio	2103 (f)	80
- Session and residual fees - radio - See "MULTIPLE VOICE"	Section 21	77
- Residual fees - foreign use of television commercial in countries other than U.S.	2405	88
GUILD WORK DUES DEDUCTIONS		
- Members only	2701	96
GUILD SERVICE FEE DEDUCTIONS		
- Apprentice and Non-Members only	2702	96
HAIRDRESS		
- See Time spent "MAKE-UP, HAIRDRESS AND WARDROBE"	1405	35

	Section or Article	Page(s)
HOLD		
- Not permitted before confirmed booking - Performer is under no obligation	423	10
HOLD OVER ON LOCATION		
- Payment when held over away from home	1507	37
HOLDING CALL		
- Engager may issue holding call	1502	36
- Postponement issued subsequent to holding call	1502	36
HOLDING CALLS, POSTPONEMENTS AND CANCELLATIONS		
	Section 15	36
HOURLY WORK TIME RATES		
	1202, 1208 1213	23, 28 31
HOURS OF WORK		
- Work hours per basic work session - television	1201, 1202	23
- Work hours per session - demo and test commercial - television	1203	26
- Work hours per recall session - television	1211	30
- Work hours per preproduction rehearsal - television	1212	30
- Work hours per work session - radio	2101, 2102	77, 78
- Work hours per demo (non-broadcast) commercials - radio	2105	80
- Work hours per recall session - radio	2107	81
ID		
- Definition	407	8
- IDs - television - fees	1823	71
- IDs - radio - fees	2103 (b)	78
IMPROVISATION See "CREATIVE FEE"		
	908	20
INCIDENTAL SERVICES		
- Hourly work time rate payable	1202, 1217	23, 33
INDEPENDENT ENGAGERS		
- Engager liable for violation of Agreement by non-signatory independent Engager	3101	101
- ACTRA not to enter into agreement with Engager at terms less than those defined in Agreement	3102	101
INDUSTRY COMMITTEE		
- Industry committee and objectives	602	13

	Section or Article	Page(s)
INFOMERCIALS	Addendum #3	148
INSURANCE AND RETIREMENT PLAN		
- Insurance and Retirement Plan deductions and contributions not required on late payment penalties	2602 (d)	93
- Insurance - Engager contributions	2801	96
- Retirement - Engager contributions	2802	96
- Retirement - Performer deduction	2803	96
- Non-Members	2804	96
- Remittance procedures	2805	97
INTENT TO PRODUCE		
- Engager to advise ACTRA prior to production of intent to produce	1001	21
JOINT PROMOTIONS TELEVISION AND RADIO	1219	34
JOINT STANDING COMMITTEE		
- Violation of Section 7 to be referred to Joint Standing Committee	706	16
- Matter referred to Joint Standing Committee	3403	102
- Composition of Committee	3404, 3405	102, 103
- Rules and procedure	3406	103
- Powers	3407	103
- Decision of Committee	3408	103
- Committee unable to resolve dispute	3409	103
JURISDICTION		
- Jurisdiction - UdA/ACTRA	101	1
LATENESS		
- Penalties for lateness	1505	37
LATE PAYMENT PENALTIES		
- Late payment penalties and procedures	2602 (d)	93
LAWS OR GOVERNMENTAL REGULATIONS		
- Editing of television commercials required by laws or governmental regulations	1906	74
- Editing of radio commercials required by laws or governmental regulations	2103 (e)	79
LETTER OF ADHERENCE		
- Engagers of Performers in television and radiocommercials shall sign a Letter of Adherence	3001	99

	Section or Article	Page(s)
LETTER OF ADHERENCE (cont'd)		
- Failure to sign	3002, 3003	99
- Format	3004	99
- Signatories' relationship with non- signatories	3005	99
LIMITED BROADCAST - TEST COMMERCIALS		
- <i>See</i> "DEMO AND TEST COMMERCIALS - TELEVISION"	1822	71
LIP SYNC		
- <i>See</i> "VOICE-OVER/LIP SYNC"	215	6
LIVE BROADCASTS		
- Program commercial used in live broadcasts	1806 (e)	53
LIVE COMMERCIAL		
- Definition	406	8
- Conditions for production and payment	1812	63
- Conditions for conversion of "live" commercial to "preserved status"	1812 (c)	63
LOCAL AND REGIONAL COMMERCIALS		
- <i>See</i> "Addendum No. 1"	Addendum #1	106
LOCATION EXPENSES		
- <i>See</i> "TRANSPORTATION, TRAVELLING AND LOCATION EXPENSES"	Section 13	31
MAKE-UP, HAIRDRESS AND WARDROBE		
- Conditions governing time spent	1405	35
MAXIMUM PERIOD OF USE AND RE-USE OF COMMERCIALS		
- Limitation on period use and re-use of television commercials	1814	65
- Maximum period of use and re-use of commercials outside of Canada and U.S.	2406	90
MEAL PERIODS		
- Conditions governing	1214	32
MINIMUM GUARANTEE PER CYCLE		
- Program commercials	1806 (a)	53

Television and Radio

	Section or Article	Page(s)
MULTIPLE TRACK COMMERCIALS		
- Singer recording additional tracks	1908 (a)	75
MULTIPLE VOICE (MV)		
- Definition	302	7
- Session fees and residual fees per cycle of 13 weeks	2101	77
- IDs	2103(b)	78
- Recall fees	2107	81
- Foreign distribution - radio	Section 25	91
NETWORK SPOT USE		
- Definition	410	9
- Method of calculation of payment for network spot use of television commercial	1803 (b)	44
- Combined wild spot and network spot uses	1803 (c)	44
- Cumulative payment of network spot, wild spot and network spot commercial for one cycle of 13 weeks use - Table B	1805	50 - 52
- Remittance of payments	2602	93
NEW TECHNOLOGIES		
	1821	70
NIGHT WORK		
- Definition and conditions	1210	29
NON-BROADCAST AUDIENCE TEST AND DEMO COMMERCIALS		
- <i>See</i> "DEMO AND TEST COMMERCIALS - TELEVISION"	1822	71
- <i>See</i> "DEMO NON-BROADCAST COMMERCIAL - RADIO"	2105	80
NON-CANADIAN PERFORMERS		
- Engagement of non-Canadian Performers - special exception	703	14
- Procedure for obtaining a work permit for a non-Canadian	704	15
- Work permits in pool production	806	17
- On-camera Performer brought into Canada	2404 (b)	87
NON-DISCRIMINATION		
- <i>See</i> "POLICY OF NON-DISCRIMINATION"	506	12
NON-PRIME TIME		
- Definition	412	9

Television and Radio

	Section or Article	Page(s)
“NO-SCRIPT” WORK SESSION		
- See “CREATIVE FEE”	908	20
NOTIFICATION		
- Notification to Performers in residual category if edited out of commercial	504 (c)	12
- ACTRA to notify ICA/ACA of changes in rates of work permits	802	17
- Notification to ACTRA of intent to produce	1001	21
- Notice of Performer’s engagement	1002	21
- Notice by Performer of election not to grant right of renewal of use	1814, 1816	65
- Notice of release of Performers when use terminates	1815	65
- Notification - dealer commercials	1817	66
- Notice of sale, transfer, assignment or other disposition of commercial	3203	102
OMNI	423	10
OTHER LANGUAGES		
- Conditions governing production of commercials in languages other than French and English	1811	62
OTHER MEDIA		
- Television commercials used in other media	1818	67
- Radio commercials used in other media	2108	82
- Still photographs used in other media	Section 22	84
OVER-DUB		
- Group Singers may over-dub	1908 (b)	75
- Solo Singers may do one over-dub	1908 (b)	75
OVERTIME		
- Overtime rates	1202, 1209	23, 28
- No overtime for children	1605	38
PARTIES TO THE AGREEMENT		
- Representatives of the Joint Broadcast Committee of ICA/ACA and ACTRA	103	2
PAYMENT PROCEDURES		
- Payable to Performer	2602 (e) (i)	95
- Session payment and form	2602 (e) (ii)	95
- Residual payment and form	2602 (e) (iii)	95

	Section or Article	Page(s)
PERFORMER		
- Definition	202	2
PERFORMER AUDITIONS	SECTION 9	18
PERFORMER CONTRACT		
- See "CONTRACT"	1003	21
PERFORMER DEFINITIONS - RADIO		
- See "DEFINITIONS - Performer DEFINITIONS - RADIO"	Section 3	7
PERFORMER DEFINITIONS - TELEVISION		
- See "DEFINITIONS - Performer DEFINITIONS - TELEVISION"	Section 2	2
PERFORMER'S CALL	1002	21
PERFORMER MISCONDUCT		
- Engager assumes risk of artistic competence	505	12
PERIOD OF OPERATION	Section 35	105
POLICY OF NON-DISCRIMINATION		
- Engager agrees not to discriminate	506	12
POLITICAL ADVERTISING	507	13
POSTPONEMENT		
- Postponement when no compensation to Performer required	1501	36
- Postponement when compensation to Performer required	1501	36
- Postponement issued subsequent to holding call - payment required	1502	36
- Postponement becomes cancellation	1503	37
PREFERENCE OF ENGAGEMENT		
- Preference of engagement to members of ACTRA	701	14
- Preference of engagement to Canadian resident Performers	702	14
- Limitations on engagement of non-Canadian Performers	703	14
- Only ACTRA members may be engaged in radio commercials	704	15
- Limitations on engagement of employees of advertising agency and advertiser	705 (a) (b)	16
- Testimonials - television commercials	705 (c)	16

	Section or Article	Page(s)
PREFERENCE OF ENGAGEMENT (cont'd)		
- Testimonials - radio commercials	705 (d)	16
- Procedure for application for work permit	705 (e)	16
- Violations to be referred to the Joint Standing Committee	706	16
PRE-PRODUCTION REHEARSAL FEE		
- Definition	419	10
- Conditions	1212	30
- Fees	1213	31
PRE-RECORDING AND/OR POST-SYNCHRONIZATION		
- Paid at recall rate	1204	27
PRESENTATION DEMO	1203 (c)	27
PRIME TIME		
- Definition	413	9
PRINCIPAL PERFORMER (PP)		
- Definition	203	2
- Voice-Over paid as Principal Performer in commercials produced outside ACTRA's jurisdiction	205	3
- Voice-Over/Lip Sync paid as Principal Performer	215	6
- Session fee and work hours	1202	25
- Hourly work time rates	1202, 1213	25, 31
- Additional work time	1202, 1208 (a)	25, 28
- Overtime rate	1202, 1209	25, 28
- Minimum recall and preproduction rehearsal fees	1213	31
- Residual payments-See Tables A, B, C, D & E	1804-1808	47-60
- Billboards - fee	1809	61
- Prepaid fee or "buy-out" dealer commercials	1817	66
- IDs - fee	1823	71
- Residual fees - foreign use of commercial in countries other than U.S.	2405	88
PRODUCT CONFLICTS/EXCLUSIVITY		
- Definition	2001	76
- Performers in non-residual categories not obligated to disclose	2002	76
- Performers in residual categories obliged to disclose	2003	76
- Exclusivity not permitted	2004 (a)	76
- Competitive product exclusivity - Performers engaged at minimum fees	2004 (b)	77
- Non-competitive product exclusivity - Performers engaged at not less than minimum fees, plus 25%	2004 (c)	77

	Section or Article	Page(s)
PRODUCT CONFLICTS/EXCLUSIVITY (cont'd)		
- Complete exclusivity - Performers engaged at not less than double scale	2004 (d)	77
- Exclusivity agreement	2004 (e)	77
PROGRAM COMMERCIALS		
- Program use - definition	411	9
- Minimum guarantee per cycle	1806 (a)	53
- Broadcast lag	1806 (b)	53
- "Buy-out" of program commercial for one cycle of 13 weeks use (Table C)	1806 (c)	53
- No combined spot and program rate	1806 (d)	53
- Live broadcasts	1806 (e)	53
- Per use payment (cumulative units) of non-prime time program commercials (Table D)	1807	55 - 57
- Per use payment (cumulative units) of prime time program commercials (Table E)	1808	58 - 60
- Remittance of payments	2602 (c)(iii)	94
PROMOTION OF CANADIAN COMMERCIAL PRODUCTION AND TALENT INDUSTRIES OF CANADA		
- Improvement of welfare and quality of Canada's production and talent industries	601	13
- Industry committee and objectives	602	13
PUBLIC SERVICE ANNOUNCEMENTS		
- Conditions for classification as public service announcements	Section 11	22
PUPPETEERS (PT)		
- Definition	211	6
QUALIFICATION OF PERFORMERS		
- Work permit	801	17
- Work permit application rates	802	17
- Exceptional circumstances	803	17
- Work permits - Group Background Performer	804	17
- Waiver permit - Group Background Performer	805	17
- Work permit per commercial	806	17
- Waiver permit fee - background scenes	2204	85
QUICK TIP SHEETS		
- Highlights of the Commercial Agreement		170
RADIO COMMERCIAL		
- Definition	403	8

	Section or Article	Page(s)
RADIO COMMERCIALS USED IN OTHER MEDIA		
- Use of voice track in different media	1818 (g)	69
- Conditions governing use of radio commercials in other media	2108 (a)	82
- Conditions for use as radio commercials of material originally produced for use in other media	2108 (b) (c)	82
- Use of radio commercials in program	2108 (d)	82
RADIO SESSION AND RESIDUAL FEES		
	Section 21	77
RECALL		
- Definition	417	9
RECALL FEES - RADIO		
- Minimum recall fee and additional work time	2107	81
RECALL FEES - TELEVISION		
- Recall session	1211	30
- Minimum recall fees	1213	31
RECOGNITION		
- ACTRA as voluntary association	104	2
- ACTRA as sole bargaining agent		
REGULAR WARDROBE		
- Definition	1401	35
- Performers to supply own regular wardrobe	1402	35
- Safekeeping of personal wardrobe/effects	1404	35
REHEARSAL FACILITIES		
- Conditions and dressing rooms	1406	36
REHEARSAL FEE		
- See "PREPRODUCTION REHEARSAL FEE"	1212	30
REHEARSAL PERFORMANCE		
- Preservation by still photographs, etc.	904	18
REGIONAL RATES		
	Addendum 1	106, 109
RELEASE AND RE-USE - RADIO		
- Conditions governing release and re-use of radio commercials	2106	81

	Section or Article	Page(s)
RELEASE OF PERFORMERS WHEN USE TERMINATES		
- Notice of release	1815	65
REMITTANCE OF PAYMENTS		
- All rates quoted net to Performer	2601	93
- Session payments - not later than 15 working days after work session	2602 (a)	93
- Use or residual payments		
- Edited commercials - payment within 15 days	2602 (b)	93
- Cycle means period of 13 consecutive weeks	2602 (c)	93
- Wild spot or network spot - television within 20 days	2602 (c) (i)	94
- Change commercial in spot usage	2602 (c) (ii)	94
- Program cycles - television	2602 (c) (iii)	94
- All cycles - radio	2602 (c) (iv)	94
- Late payment penalties	2602 (d)	94
RESIDUAL PAYMENTS		
- Remittance of payments	2602 (c)	93
- Payment procedures and forms	2602 (e)	95
- Guild work dues deductions	2701	96
- Guild service fee deductions	2702	96
- Insurance and Retirement Plan	Section 28	96
REST BETWEEN DAYS		
- Rest between consecutive days	1216	32
REST PERIODS		
- Not less than 15 minutes	1215	32
RETIREMENT PLAN		
- See "INSURANCE AND RETIREMENT PLAN"	Section 28	96
RISK PERFORMANCE		
- Definition	414	9
SCREEN ACTORS GUILD (SAG)		
- SAG Agreement applies to U.S. resident Performers engaged in commercials produced in U.S.A. for use in Canada	102	1
- SAG Agreement applies to all on-camera Performers resident in Canada engaged in commercials produced in Canada for use only in U.S.A.	2404 (a)	87
- SAG Agreement applies in all respects to on-camera Performers brought into Canada for commercials produced in Canada for use only in U.S.A.	2404 (b)	87

	Section or Article	Page(s)
SCREENING		
- ACTRA right to screen	1007	22
SEASONAL COMMERCIALS		
- Definition and conditions of use - Television	1816	65
- Release and re-use - radio	2106	81
SERVICE FEE DEDUCTIONS		
- On residuals and dormancy fees only for Apprentice and Non-Members	2702	96
SESSION FEE		
- Definition	416	9
- Session fees - television	1202	25
- Session fees - demo and test commercials - television	1203	26
- Session fee discount tables - television	1207	28
- Session and residual fees - radio	2101	77
- Session fees - demo (non-broadcast) commercial - radio	2105	80
- Remittance of session payments	2602 (a)	93
- Payment procedures and forms	2602 (e) (ii)	95
- Guild dues deductions	2701	96
SHORT LIFE (NATIONAL)		
- See "Addendum No. 2"	Addendum #2	130
SHORT LIFE (REGIONAL)		
- See "Addendum No. 1"	Addendum #1	118
SILENT-ON-CAMERA (SOC)		
- Definition	204	3
- SOC mimes dialogue	204	3
- Session fee and work hours	1202	25
- Additional work time	1202, 1208 (a)	25, 28
- Overtime rate	1202, 1209	25, 28
- Minimum recall and preproduction rehearsal fee	1211-1213	30, 31
- Hourly work time rates	1202, 1213	25, 31
- Residual payments - See TABLES A, B, C, D & E	1804, 1808	47 - 60
- Prepaid fee or "buy-out" dealer commercials	1817	66
- Residual fees - foreign use of commercial in countries other than U.S.A.	2405	87
SIMULCASTS		
	1801(d)	43
SINGERS		
- Definition	208	4

	Section or Article	Page(s)
SINGER VOICE (SV)		
- Definition	301	7
- Session fees and residual fees per cycle of 13 weeks	2101	77
- Billboards	2103 (a)	78
- Ids	2103 (b)	78
- Dealer or price change tags	2103 (c)	79
- Editing for regional price change tags	2103 (d)	79
- Editing for regional requirements	2103 (e)	79
- Recall fees	2107	81
- Foreign distribution - radio	Section 25	91
SOLO DANCER (SD)		
- Definition	209	5
SOLO SINGER (SS) - RADIO		
- Definition - Single Voice/Solo Singer	301	7
- Session and residual fees - <i>See</i> "SINGLE VOICE"		
SOLO SINGER (SS) - TELEVISION		
- On-camera Solo Singer/Principal Performer	208	4
- Off-camera Solo Singer/Voice-Over	208	4
- Session and residual fees, On-camera Solo singer - <i>See</i> "PRINCIPAL Performer"		
- Session and residual fees, Off-camera Solo Singer - <i>See</i> "VOICE-OVER"		
SPECIALTY ACT (SA)		
- Definition	210	5
SPECIALTY PAY TELEVISION		
	1819	69
SPECIAL WARDROBE		
- Definition	1402	35
- Performers supplying special personal wardrobe	1403	35
- Maintenance fee	1403	35
- Provided at auditions	910	20
STANDBY (SB)		
- Definition	207 (a) (vii)	4
STAND-IN (SI)		
- Definition	207 (a) (vii)	4

	Section or Article	Page(s)
STILL PHOTOGRAPHS USED IN OTHER MEDIA		
- May be used when produced	2205 (a)	85
- Conditions for production and use	2205 (b)	86
- Preservation of rehearsal performance	904, 1212	18, 30
STILL PHOTOGRAPHS, STOCK FOOTAGE AND BACKGROUND SCENES		
- Stop action and still photographs	2201	84
- Photographs of models	2202	84
- Stock footage	2203	85
- Background scenes	2204	85
STOCK FOOTAGE		
- Background or atmosphere only	2203	85
STUNT COORDINATOR (STC)		
- Definition	213	6
- Consultation fee	1701	39
STUNT PERFORMANCE		
- Performance and fee	1202, 1702	25, 39
- Hourly, Additional and Overtime rates	1202	25
- Consultation fee	1701	39
- Audition	1703	40
- Conditions of engagement	1704	41
STUNT Performer (ST)		
- Definition	214	6
STUNT WORK		
- Definition	415	9
SUPER		
- Definition	421	10
TABLES		
- Session fee discount tables	1207	28
- Unit weighting tables	1802	43
- Canadian markets	1802 (a)	43
- U.S.A. "Border Stations"	1802 (b)	43
- Other U.S.A. markets	1802 (c)	44
- U.S.A. markets	Appendix "A"	152
- Table A - Cumulative payment of wild spot commercial for one cycle of 13 weeks use	1804	47 - 49

	Section or Article	Page(s)
TABLES (cont'd)		
- Table B - Cumulative payment of network spot or wild spot commercial for one cycle of 13 weeks use	1805	50 - 52
- Table C - Prepaid buy-out fees for one cycle of 13 weeks program use	1806	54
- Table D - Per use payment (cumulative units) of prime time program commercials	1807	55 - 57
- Table E - per use payment (cumulative units) of non-prime time program commercials	1808	58 - 60
TAG		
- Definition	408	8
- Product, Service or Factual changes	1904	73
- Fees for dealer identifications or tags television	1907	74
- Fees for dealer or price change tags radio	2103 (c)	79
TELEVISION COMMERCIAL		
- Definition	402	7
TELEVISION COMMERCIALS USED IN OTHER MEDIA		
- Conditions for use	1818 (a), (c)	67, 68
- Use of television commercials in program	1818 (d)	68
- Additional uses	1818 (f)	68
- Voice-over used as radio commercial	1818 (g)	69
TEST COMMERCIALS		
- See "DEMO AND TEST COMMERCIALS - TELEVISION"	Section 12 1822	23 71
TESTIMONIAL		
- Radio commercials	705(d)	16
- Television commercials	705(c)	16
TRANSFER OF RIGHTS		
- Sale, transfer assignment or other disposition of commercial	Section 32	101
TRANSPORTATION, TRAVELLING AND LOCATION EXPENSES		
- Travel beyond 40 km. radius from city centre	1301	34
- Transportation expenses	1301(a)	34
- Per diem allowance	1301(b)	34
- Travel within 40 km. radius of city centre	1302	34
- Travel time - considered work time	1303	34

	Section or Article	Page(s)
UNDERSTUDY (US)		
- Definition	207(a) (vii)	4
UNION DES ARTISTES (UdA)		
- General	101	1
- English/French commercials	1810	61
- Jurisdiction	1810 (d)	62
UNIT WEIGHTING		
- Formula	1801	42
- Table A	1804	47 - 49
- Table B	1805	50 - 52
- Table C	1806	54
- Table D	1807	55 - 57
- Table E	1808	58 - 60
- U.S.A. markets	Appendix "A"	152
UPGRADING PERFORMANCE CATEGORY		
	504 (a)	11
VIDEO CASSETTES/VIDEO DISCS/INTERNET/CD-ROM		
	1820	70
VOICE PATCHES		
- Waiver fee	101A	1
VOICE-OVER (VO)		
- Definition	205	3
- Performers in commercials produced outside ACTRA's jurisdiction paid as principal Performers - definition	205	3
- French English	1810 (c)	61
- Foreign Production	2401	86
- Session fee and work hours	1202	25
- Hourly work time rate	1202, 1208 (b)	25, 28
	1213	31
- Additional work time rate	1202, 1208 (b)	25, 28
- Overtime rate	1202, 1209	25, 28
- Minimum recall and rates	1211, 1213	30, 31
- Preproduction rehearsal and rates	1212, 1213	30, 31
- Residual payments - See "TABLES A, B, C, D & E"	1804-1808	47 - 60
- Billboards - fee	1809	61
- Prepaid fee or "buy-out" dealer commercials	1817	66
- IDs - fee	1823	71
- Residual fees - foreign use in countries other than U.S.A.	2405	88
VOICE-OVER/LIP SYNC		
- Definition	215	6

	Section or Article	Page(s)
VOICE TRACKS AND MUSIC TRACKS		
- Use in different media	1818	67
- Use in radio or television	1908	75
WAIVER FEES FOR VOICES PATCHES		
	101	1
WAIVER PERMIT		
- Fee		
- Group Background Performer	805	17
- background scenes	2204	85
WARDROBE		
- Regular wardrobe - definition	1401	35
- Special wardrobe - definition, Performers to supply own regular wardrobe, Engager to furnish costumes	1402	35
- Special personal wardrobe maintenance fee	1403	35
- Safekeeping of personal wardrobe/effects	1404	35
- Time spent in Make-Up, Hairdress and Wardrobe	1405	35
- Dressing rooms and rehearsal facilities	1406	36
WILD SPOT USE		
- Definition	409	8
- Method of calculation of payment	1803 (a)	44
- Combined wild spot and network spot uses	1803 (c)	44
- Cumulative payment of wild spot commercial for one cycle of 13 weeks use (Table A)	1804	46 - 49
- Remittance of payments	2602 (c) (i) (ii)	94
WORK DAY		
	216	7
WORK PERMIT		
- For Canadian Non-Members	705	16
- Testimonials	705 (c)	16
- Radio Commercials	705 (d)	16
- Requirement to audition prior to application	705 (e)	16
- Work permit required	801	17
- Rates of work permits to be furnished	802	17
- Fee - Group Background Performer	804	17
- Work permit required per commercial	806	17
- Stand-by babies	1606	38
- All work permit rates	Addendum #4	151
WORK SESSION		
- Payments - television session fee	Section 12	23
- Basic work session - television	1201	23
- Session and miscellaneous fees	1202	23

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