

ADDENDUM NO. 1: LOCAL AND REGIONAL COMMERCIALS

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

ARTICLE 1 – APPLICATION AND RECOGNITION

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

Regional Category Geographic Area

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

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

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

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

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

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

ARTICLE 2 – DEFINITIONS

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

ARTICLE 3 – CONDITIONS OF PRODUCTION

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

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

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

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

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

304 **Prior Notification**

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

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

ARTICLE 4 – PREFERENCE OF ENGAGEMENT

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

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

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

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

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

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

ARTICLE 5 – NATIONAL COMMERCIAL AGREEMENT

501 **National Agreement Guidelines**

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

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

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ARTICLE 6 – RATES

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

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602 **Television Rates**

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

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

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

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

Year 3: July 1, 2019 to June 30 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

	Regional Category			
Regional Television	1	2	3	4
On Camera				
Year 1	131.70	97.30	72.70	190.60
Year 2	134.30	99.20	74.20	194.40
Year 3	137.00	101.20	75.70	198.30
Off-Camera				
Year 1	80.10	59.20	43.80	116.10
Year 2	81.70	60.40	44.70	118.40
Year 3	83.30	61.60	45.60	120.80

	Regional Category			
Regional Radio	1	2	3	4
Year 1	43.80	32.30	23.60	63.50
Year 2	44.70	32.90	24.10	65.20
Year 3	45.60	33.60	24.60	66.50

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

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

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

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

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

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

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

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

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

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use	Per One Year's Use (Prepaid)	Per Two Year's Use (Prepaid)
Principal/Solo Singer (on camera)	1	166.20	199.60	232.70	321.40	963.20	1,686.10
	2	169.50	203.60	237.40	327.80	982.50	1,719.80
	3	172.90	207.70	242.10	334.40	1,002.20	1,754.20
Silent-On-Camera	1	159.50	191.40	223.70	309.00	926.50	1,621.20
	2	162.70	195.20	228.20	315.20	945.00	1,653.60
	3	166.00	199.10	232.80	321.50	963.90	1,686.70
Voice-Over/Solo Singer (off camera)	1	101.60	117.50	134.90	241.20	718.10	1267.20
	2	103.60	119.90	137.60	246.00	732.50	1,292.50
	3	105.70	122.30	140.40	250.90	747.10	1,318.40
Group Singer	1	60.50	70.70	80.80	144.80	433.90	759.40
	2	61.70	72.10	82.40	147.70	442.60	774.60
	3	62.90	73.50	84.00	150.70	451.50	790.10

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

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

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

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

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

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

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

Performance Category	Year	Per Week of Use	Per 2 Weeks of Use	Per Month of Use	Per 13 Weeks of Use
Principal/Solo Singer (on camera)	1	\$128.90	\$150.00	\$170.20	\$253.60
	2	131.50	153.00	173.60	258.70
	3	134.10	156.10	177.10	263.90
Silent-On-Camera	1	124.10	144.10	163.90	244.10
	2	126.60	147.00	167.20	249.00
	3	129.10	149.90	170.50	254.00
Voice-Over/Solo Singer (off camera)	1	57.00	71.60	86.30	170.20
	2	58.10	73.00	88.00	173.60
	3	59.30	74.50	89.80	177.10
Group Singer	1	34.00	42.70	51.50	102.10
	2	34.70	43.60	52.50	104.10
	3	35.40	44.50	53.60	106.20

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

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

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

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

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

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

TELEVISION

- (a) Where one (1) or two (2) years' use has been paid for, use need not be continuous, provided that the following conditions are met:
 - (i) The conditions of use must be agreed upon by the Performer at the time of contracting.
 - (ii) The commercial may be used in any four (4) blocks of thirteen (13) weeks, up to a maximum period of two (2) years.
 - (iii) Seasonal commercials, as defined in Article 1813 (f) and Article 1816 of the National Agreement, may be used over a period of four (4) consecutive years (refer to Addendum No. 1: Letter of Understanding – Tourism Seasonal Commercials).
- 604 **Television: Single Station Use** The rates below will apply under the following circumstances:
- (a) The commercial will ordinarily be recorded at the facility of the broadcaster with which the advertising will be placed.
 - (b) The maximum period of use of a commercial under this rate structure shall be thirteen (13) weeks.
 - (c) The residual fee payable shall be fifty percent (50%) of the appropriate fee provided for above.
 - (d) Where the Advertiser wishes to use a commercial beyond the thirteen (13) weeks or on another station, a step-up payment equivalent to the difference between the applicable rate under paragraph 604(a) and the tables in Article 604, plus ten percent (10%), shall be made.

RADIO

605 **Radio Rates**

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

RADIO

605 Radio Rates

**Regional Category 1
Radio Session and Use Fee Rates**

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

More Than Two Commercials Produced at a Session

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

Only One or Two Commercials Produced at a Session

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

RADIO

605 **Radio Rates**

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

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

More Than Two Commercials Produced at a Session

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

Only One or Two Commercials Produced at a Session

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

605 **Radio Rates**

**Regional Category 3
Radio Session and Use Fee Rates**

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

More Than Two Commercials Produced at a Session

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

Only One or Two Commercials Produced at a Session

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

RADIO

605 Radio Rates

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

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

More Than Two Commercials Produced at a Session

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

Only One or Two Commercials Produced at a Session

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 – WORKING CONDITIONS

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

TELEVISION AND RADIO

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

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

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

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

TELEVISION

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

TELEVISION AND RADIO

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

TELEVISION AND RADIO

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

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

TELEVISION AND DIGITAL MEDIA

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

TELEVISION AND RADIO

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

ARTICAL 8 – CONDITIONS RESPECTING USE AND REUSE

801 **Dormancy**

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

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

DIGITAL MEDIA

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

(a) Commercials Produced for Digital Media

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

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

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

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

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

6 Months Use

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

45 Day Use

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

Note: Fee per commercial

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

Performance Category	Year	1	2	3	4	Included Work Time
Single Voice/ Solo Singer	1	239.00	165.10	164.30	291.50	1 hour
	2	243.80	167.60	153.35	297.35	1 hour
	3	248.70	170.95	156.40	303.30	1 hour
Multiple Voice/ Group Singer	1	186.45	109.55	100.25	221.55	1 hour
	2	190.20	111.75	102.25	226.00	1 hour
	3	194.00	114.00	104.30	230.50	1 hour

Use Fees – Audio

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

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

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

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

- (i) Re-contract the Performer(s) in residual categories; and
 - (ii) Make a payment to each Performer in residual categories equal to not less than the Performer’s contracted Digital Media Use Fee.
- (b) **Broadcast Commercials Used in Digital Media (Move-over)**
- (i) The advertiser involved in the production of a commercial produced for broadcast on television or radio may use that commercial on one of the advertiser’s websites that it owns or controls and on the advertiser’s unpaid Digital Media at no additional cost.
 - (ii) A commercial produced for broadcast use may be used in Digital Media upon payment of Use Fees set out in 803 (a). Performer(s) in residual categories must be re-contracted for this use.

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

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

ARTICLE 9 – CONTRACT SERVICE FEE

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

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

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

ARTICLE 10 – PAYMENT TIME PERIODS

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

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

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

ARTICLE 12 – LOCAL/REGIONAL LETTER OF ADHERENCE

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

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

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

Company Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Tel No: _____ Fax No: _____

Date: _____ Email: _____

to: ACTRA LOCAL UNION OFFICE

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

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

Advertiser: _____ Producer: _____

Production name(s): _____ Location: _____

Date(s) of production: _____

signature

print or type name

title

on behalf of:

this _____

company name _____ day/month/year

(Original signed copy must be mailed.)

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

per _____ date _____

ARTICLE 13 – PERIOD OF OPERATION

1301 **Term** This Addendum’s new rules and rates are in effect on September 23 2017, and shall remain in full operation until June 30, 2020.

In witness whereof the parties hereto have caused this Agreement to be executed this September 23 2017.

ACTRA

ACTRA

The Institute of Communication Agencies
and
The Association of Canadian Advertisers

Local and Regional
LETTER OF UNDERSTANDING 1
Tourism Seasonal Commercials

This Letter of Understanding will confirm the agreement of ACTRA and ICA and ACA with respect to Tourism Seasonal Commercials.

The following conditions shall apply:

1. The provisions herein referred, apply to Tourism Seasonal commercials produced for and limited for use in the following geographic areas; Prairie Provinces, Atlantic Provinces, Northwest Territories, Nunavut and Yukon (regions defined in Addendum # 1, Article 106)
2. Tourism commercials shall be classified as Seasonal provided that they are not on broadcast television for more than thirteen (13) consecutive weeks per season.
3. When a Tourism Seasonal commercial originally produced for broadcast television is used on the Internet, the terms and conditions of Addendum # 1; Article 803 shall apply in all respects.

Dated at Toronto, this 6th day of January, 2005

On behalf of the Institute of Communication Agencies (ICA)

On behalf of the Association of Canadian Advertisers (ACA)

On behalf of the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA)

Local and Regional

LETTER OF UNDERSTANDING 2

Local and Regional ACTRA Online Opportunity Pilot Project

Digital Media Only – New side letter that will expire upon expiration of NCA unless renewed.

Objective:

To increase work opportunities for ACTRA Performers in low budget, digital media commercials.

To enable signatory Engagers to be in a position to compete effectively for low budget, digital media productions.

Term:

The Parties recognize and agree that the ACTRAonline Opportunity Pilot Project is a Side Letter that forms part of the NCA. The Pilot Project will expire at the end of the term of the NCA.

Qualifications and Conditions:

For smaller productions in respect of which the Engager and the Advertiser have executed and delivered to ACTRA a declaration (in the form attached hereto) certifying that the production budget is \$48,650.00 or less, the Engager may access the ACTRAonline Pilot Project Opportunity. The production budget presented shall consist of production, post-production, talent and audio (inclusive of music) costs.

This Open Casting Opportunity will involve the following:

- will apply to Digital Media productions only;

This pilot project does not include distribution on SVOD

- the Engager will post, either through agents, or through ACTRA online once it is operational, opportunities to Performers;
- the posting shall include the nature of the commercial, time and date of the shoot, requirements for the job and the length of time that the Performer is expected to work [this shall constitute the intent to produce];

The minimum rates per commercial, inclusive of both session and use fees (but exclusive of I&R and taxes) for 365 consecutive days Digital Media Use in accordance with 1902 (b) are:

Performance Category	Use Period	Regional Category				Included Work Time
		1	2	3	4	
Principal/ Solo Singer (on-camera)	1 yr	\$703.88	\$589.65	\$516.49	\$784.68	6 hours
Silent-On-Camera/ Demonstrator	1 yr	677.61	568.23	491.84	766.56	6 hours
Voice-Over/ Solo Singer (off camera)	1 yr	312.83	215.12	187.03	440.47	1 hour
Demonstrator	No Use	238.11	196.75	168.91	259.07	6 hours
Group Singer	1 yr	252.05	168.11	151.27	266.02	1 hour
Background Performer	No Use	200.00	200.00	200.00	200.00	6 hours

***FEE PER COMMERCIAL**

In the event that an additional session day is needed for the same commercial under this pilot project, no additional use fees are payable, however, the Performer will be paid the lesser of the day session fee under the NCA or the all in fee for the Performer set out above.

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

A second year of use can be secured with the payment of a step up to NCA Digital Use fees for residual Performers (with the written permission of the Performers).

Additional session days for VO under 1902(b) for work under this pilot project will be compensated in accordance with the rates above.

No stunt performances permitted;

The pilot project is limited to Canadian resident Performers who are Canadian residents or citizens;

- Versions in accordance with 1902(b) will be permitted;

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- There will be no traditional casting, however, Performers may upload an audition (*via* ACTRA online once available);

The posting will be open to both ACTRA and non-ACTRA members, however, preference of engagement will be given to ACTRA members;

In the event that a Non-ACTRA member is selected under the pilot project a work permit will be issued ACTRA undertakes to ensure that permit fees are reasonable but in no case will such fees exceed \$35.00

- Payment for the project will be made within 15 business days;
- There shall be no contract service fees;
- Product conflicts do not apply;
- Engagers shall not request Performers to disclose any commercials in which they have been previously engaged;
- There will be no move over to television unless thereafter applicable TV rates, conditions and upgrades are applied, and written permission of the Performer is received;

The parties agree that the project will be an appropriate topic for discussion at their quarterly meetings

The Engager who is making the production must be a direct signatory to the Local and Regional Addendum to the NCA. To be clear, in accordance with Article 401, this pilot project is only available to Engagers in respect of Digital Media commercials created by the Engager.

ADDENDUM NO. 2

NATIONAL SHORT-LIFE COMMERCIALS, TELEVISION AND RADIO
AN ADDENDUM TO THE ACTRA-ICA/ACA NATIONAL COMMERCIAL
AGREEMENT OF RATES AND CONDITIONS FOR PERFORMERS
IN TELEVISION AND RADIO COMMERCIALS

ARTICLE 1 – APPLICATION AND RECOGNITION

- 101 **Application** This Addendum shall govern rates and conditions for Performers in television and radio commercials produced to advertise a special event, promotion, deal, price or other occurrence that by its nature requires the production of commercials for short-life use periods.
- 102 **No Undermining of National Agreement** It is clearly agreed that the rates and conditions provided for in this Addendum shall not undermine or erode the provisions of the National Commercial Agreement to which this Addendum is appended, but shall supplement the National Commercial Agreement by establishing rates and conditions for Performers engaged in television and radio commercials produced for use in short-life advertising campaigns.

ARTICLE 2 – DEFINITIONS

- 201 **Definitions** The definitions appearing in Sections 2, 3 and 4 of the National Commercial Agreement shall apply to this Addendum where applicable.
- 202 **Short-Life Commercials** “Short-life commercials” are understood to mean television and/or radio commercials created to advertise a special event, promotion, deal, price or other occurrence that will be available in a market for either seven (7) days, fourteen (14) days, thirty-one (31) days or forty-five (45) days. Such commercials may feature no more than four (4) products or services or may feature no more than four (4) of a group of such products advertised under the same brand name.

ARTICLE 3 – LIMITATIONS

- 301 **National Agreement May Apply** It is agreed that this Addendum governs the rates and conditions for Performers engaged in television and radio commercials produced for use in short-life advertising campaigns. Any departure from the conditions set forth in this Addendum will automatically place the commercial under the terms, rates and conditions of the National Commercial Agreement.

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- 302 **Subsequent Use** Where a commercial has been produced in accordance with the provisions of this Addendum, and is subsequently used beyond the limits imposed by this Addendum, the Engager shall pay to the Performers additional step-up fees to meet the rates and conditions of the National Commercial Agreement.
- 303 **National Commercial Agreement May Not Be Used** Where a commercial has been produced in accordance with the National Commercial Agreement, then such commercial may not be used in whole or in part under the terms of this Addendum.

ARTICLE 4 – SESSION AND RESIDUAL FEES

- 401 **Master Commercial and Changes** A “pool” of commercials may be made in one work session, provided that each commercial is a version of a “master” commercial, each commercial differing only in designating retailer locations, store hours, prices, sizes, quantities, sale dates or the composition of up to four (4) products (per Article 202). The aforementioned allowable changes may be made in any part of the commercial. However, the master portion must comprise at least half of the commercial. A “change” is defined as any allowable single alteration or group of alterations (per Article 202) made to the alterable portion of a short-life commercial.
- 402 **No Discounted Demo Commercial Fees** The provisions of Articles 1203 and 2105 of the National Commercial Agreement, which provisions allow Session Fees to be discounted for the production of demo commercials, do not apply to commercials produced under the terms of this Addendum.

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- 403 **Television Session Fees** The provisions of Section 12 of the National Commercial Agreement shall prevail with respect to the work session. Each Performer shall receive no less than a minimum Session Fee per master commercial made for a designated advertiser. Session Fees and maximum number of work hours shall be as in the following tables.

Television National Short-Life Session Fee – See Article 1202 for Session Fees

Note: Refer to Section 16 of the National Commercial Agreement when Minors are engaged (8-hour work day).

- (a) The Session Fee constitutes payment for the first complete commercial, i.e., the master portion and one (1) allowable change. For each

additional change made in a master during the original work session, Performers shall be paid as follows:

On-camera **\$208.00/\$212.00/\$216.00** per change
 Off-camera **\$125.00/\$127.50/\$130.00** per change

(b) A Performer called for the sole purpose of making changes in a short-life commercial shall be paid a Session Fee of

On-camera **\$802.50/\$818.15/\$834.90** (8 hours)
 Off-camera **\$585.50/\$597.00/\$609.00** (4 hours)

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

On-camera **\$208.00/\$212.00/\$216.00** per change
 Off-camera **\$125.00/\$127.50/\$130.00** per change

Television National Short-Life Minimum Recall and Preproduction Rehearsal Fees

See Article 1208 and 1209 for definitions

See Article 1210 for rates

Note: Refer to Section 16 of the National Commercial Agreement when Minors are engaged (8-hour work day).

404 **Television Residual Fees** The residual fees paid to Performers for use of a short-life commercial shall be based upon the following calculations:

- for 7 consecutive days of use: 25% of Table A or B
- for 14 consecutive days of use: 33% of Table A or B
- for 31 consecutive days of use: 50% of Table A or B
- for 45 consecutive days of use: 70% of Table A or B

Any use of a short-life commercial beyond the original period of use shall require that Performers' residual fees be upgraded to compensate Performers for additional use of the commercial beyond the original declared use period, provided that such extended use falls within the limitation on use imposed by this Addendum. The following chart illustrates the appropriate percentages to be paid to Performers for actual or extended use of a short-life commercial for up to 45 days. After 45 days, Tables A and B (Articles 1804 and 1805) of the National Commercial Agreement apply. No program use of a short- life commercial is permitted.

Original Use Period	Actual or Extended 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 prior written consent of the Performers in residual categories, as well as payment to each such Performer for each master commercial and each change used in such extended use period, in accordance with the terms of the National Commercial Agreement.

405 **Television Off-camera Singers' Session and Residual Payment Option** As an optional alternative to the session and residual fee payments required to be made under this Addendum to off-camera Singers for each new master commercial created that employs the same jingle for a designated advertiser, the Engager may contract and pay off-camera Singers as follows for production of a generic jingle that may be applied to any number of different television short-life master commercials for the same designated advertiser.

The Engager shall pay off-camera Singers (Solo and/or Group) three (3) times the appropriate minimum Session Fee in the first thirteen (13)-week cycle of use, and two (2) times the appropriate minimum Session Fee in each subsequent thirteen (13)-week cycle of use. The payment of these fees shall allow the Engager to use the same jingle on any number of different short- life television master commercials for the designated advertiser. Off-camera Singers (Solo and/or Group) shall be compensated for use of the jingle at three (3) times the highest unit value (per Table A or B of the National Commercial Agreement) for each thirteen (13) weeks of use, in accordance with Section 18 of the National Commercial Agreement.

406 Radio Session and Residual Fees

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

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

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

Session and Use Period

	Year	7 Days		14 Days		31 Days		45 Days	
		SV	MV	SV	MV	SV	MV	SV	MV
Fee per master	1	\$159.50	\$118.50	\$209.25	\$158.00	\$240.00	\$179.75	\$271.00	\$202.75
	2	162.75	120.75	213.50	161.25	244.75	183.25	276.50	206.75
	3	166.00	123.25	217.75	164.50	249.75	187.00	282.00	211.00
Minimum guarantee per session <small>(includes 1 or 2 masters: 1 hour)</small>	1	319.00	239.75	421.25	315.25	478.25	359.75	542.00	407.00
	2	325.50	244.50	429.75	321.50	487.75	367.00	552.75	415.25
	3	332.00	249.50	438.25	328.00	497.50	374.25	563.75	423.50

- (a) **Fee per Change** The “fee per master” constitutes payment for the first complete commercial, i.e., the master portion and one (1) allowable change. For each additional change in a master made during the original work session, Performers (Single Voice or Multiple Voice) shall be paid **\$62.25/\$63.50/\$64.75** per change.
- (b) **Number of Additional Changes Permitted** When a Performer makes only one (1) master, including the one allowable change, an additional two (2) allowable changes are permitted within the minimum guarantee.
- (c) **Sole Purpose of Making Changes** A Performer called for the sole purpose of making changes in a short-life radio commercial shall be paid session and residual fees as follows:

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

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

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

	Year	Master Commercial Use			
		7 Days	14 Days	31 Days	45 Days
Per change	1	\$ 62.25	\$ 62.25	\$ 62.25	\$ 62.25
	2	63.50	63.50	63.50	63.50
	3	64.75	64.75	64.75	64.75
Minimum guarantee	1	\$319.00	\$421.25	\$478.25	\$542.00
	2	325.50	429.75	487.75	552.75
	3	332.00	438.25	497.50	563.75

- (d) Any use of a short-life radio commercial beyond the original period of use shall require that Performers’ residual fees be upgraded to compensate Performers for additional use of the commercial beyond the original use period, provided that such extended use falls within the limitations on use imposed by this Addendum. The following chart illustrates the appropriate additional percentages of original fees that are to be paid to Performers for extended use of a short-life radio commercial.

Original Use Period	Actual or Extended Use Period				46 Days to 13 Weeks
	7 Days	14 Days	31 Days	45 Days	
7 days	___	+40%	+65%	+85%	Full national rates
14 days	___	___	+20%	+35%	Full national rates
31 days	___	___	___	+15%	Full national rates
45 days	___	___	___	___	Full national rates
46 days to 13 weeks	___	___	___	___	Full national rates

- (e) **Short-Life Radio Recall Fees** Prior to the first broadcast of a commercial and subsequent to the original work session, Performers may provide additional work on the same commercial. Such work shall be designated as a recall session, provided that the work falls within the definition of “recall” as provided in Article 416 of the National Commercial Agreement. A recall fee shall be payable per work session and may cover work on more than one (1) commercial, provided that such commercials were originally produced at the same work session. The fees shall be:

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

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

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

Year	Recall Fee							
	7 Days		14 Days		31 Days		45 Days	
	SV	MV	SV	MV				
1	\$159.50	\$118.50	\$209.25	\$158.00	\$240.00	\$179.75	\$271.00	\$202.75
2	162.75	120.75	213.50	161.25	244.75	183.25	276.50	206.75
3	166.00	123.25	217.75	164.50	249.75	187.00	282.00	211.00

Includes one hour of work time. Additional work time:

\$32.00/\$32.75/\$33.50 per half-hour

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407 **Radio Singers' Session and Residual Payment Option** Under the same conditions as are applicable to short-life television commercials per Article 405 above, the Engager may contract and pay Solo and/or Group Singers as follows for production of a generic jingle that may be applied to any number of different radio short-life master commercials for the same designated advertiser.

In each thirteen (13)-week cycle of use, the Engager shall pay Solo and/or Group Singers, three (3) times the appropriate minimum guarantee per session (or cycle of use), as per Article 2101 of the National Commercial Agreement.

The payment of these fees shall allow the Engager to use the same jingle on any number of different short-life radio master commercials for the designated advertiser.

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ARTICLE 5 – DORMANCY

501 **Before First Use** Short-life commercials must be broadcast within six (6) months of the date of production. Short-life commercials not broadcast within six (6) months of the date of production shall be deemed unusable and shall be called dead commercials, in which case the provisions of Article 1813 of the National Commercial Agreement will apply. In the case of seasonal commercials, the applicable time period shall be nine (9) months from the date of production.

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

ARTICLE 6 – EXCLUSIVITY

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

602 **Spokesperson Contracts** In the event that an advertiser requires exclusivity to be granted by a Performer who will be the advertiser's spokesperson,

negotiations respecting exclusivity must take place between the Engager and the Performer as to the terms and conditions of such exclusivity. All agreed terms and conditions respecting spokesperson exclusivity must be clearly detailed in the Performer's contract, such provisions to include the degree of exclusivity required, agreed product conflicts and the period of time for which exclusivity is granted.

ARTICLE 7 – NOTIFICATION TO PERFORMERS

- 701 **Notification Required** At the time of audition for a short-life commercial, the Performer shall be informed that the commercial to be produced will fall under the terms, rates and conditions of this Addendum. An appropriate notation will be made on the Performer's engagement contract that specifies the commercial as short-life and its proposed period of use.
- 702 **Use Specified** Session and residual forms will specify the commercial's use as a short-life commercial and its applicable declared use period.

ARTICLE 8 – ADHERENCE TO AGREEMENT BY ENGAGER

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

ARTICLE 9 – CONTRACT SERVICE FEES

See Article 29

ARTICLE 10 – PERIOD OF OPERATION

- 1001 Term This Addendum's new rules and rates are in effect on August 05, 2017, and shall remain in full operation until June 30, 2020.

ADDENDUM NO. 3 INFOMERCIALS

For the purposes of this Addendum, an infomercial is a program in excess of three (3) minutes in length, the intent of which is to sell a product or service. All terms and conditions, except as modified herein, shall be those set forth in the ACTRA National Commercial Agreement.

- (a) **Persons Covered** All on-camera and off-camera Performers who perform as talent, such as Principal Performers, Actors, Hosts, Announcers, etc., as defined by the ACTRA Independent Production Agreement, shall be covered by this Addendum. Specifically excluded from the application of this Addendum are the following:
- (i) the unscripted testimonial of an individual, provided that the individual is not a professional Performer as defined above;
 - (ii) members of any live audience and individuals who are engaged as experts explaining the “engineering” and not the physical application of a product, provided the individual is not a professional Performer;
 - (iii) stock footage or still photographs.
- (b) Compensation

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Residual Categories

Principal Performers, Announcers, Dancers (solo or duo), Hosts, Group Singers, Puppeteers, Narrators, Commentators, Singers (solo or duo), Stunt Performers:

- for the first day of work: **\$1102.00/\$1124.00/\$1146.50** (8 hours of work)
- for each additional day of work: **\$787.75/\$803.50/\$819.50** (8 hours of work)

Actors (speaking 5 lines of dialogue* or less), Singers or Dancers in groups of up to four, Models:

- for the first day of work: **\$710.00/\$724.25/\$738.75** (8 hours of work)

- for each additional day of work: **\$551.50/\$562.50/\$573.75** (8 hours of work)

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

Hourly work time rate: **\$100.00/\$102.00/\$104.00** per hour or part thereof All hours beyond eight (8) (exclusive of one meal period) shall be compensated at the rate of **\$138.00/\$140.75/\$143.50** per hour or part thereof.

It is understood that payment of the above compensation shall entitle the Engager to the right to broadcast the Infomercial for a period of thirteen (13) weeks.

Non-residual Categories

Stunt Coordinators, Demonstrators, Background Performers, Group Background Performers:

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

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

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

	Year	8 Hours of Work	4 Hours of Work	Hourly Work Time Rate	Overtime Rate
Stunt Coordinator	1	\$1029.50		\$134.50	\$157.50
	2	1055.25		137.25	161.00
	3	1146.50		140.00	164.25
Demonstrator	1	791.50		100.00	138.00
	2	811.25		102.00	140.75
	3	819.50		104.00	143.50
Background Performer	1	475.50	235.25	61.75	64.00
	2	487.50	240.00	63.00	65.25
	3	499.75	244.75	64.25	66.50
Group Background Performer	1	315.00	157.75	38.50	46.75
	2	321.25	161.00	39.27	47.75
	3	327.75	164.25	40.00	48.75

Note: Refer to Section 16 of the National Commercial Agreement when Minors are engaged (8-hour work day).

Prepaid Use for Residual Categories

Principal Performers, Announcers, Dancers (solo or duo), Hosts, Narrators, Commentators, Singers (solo or duo), Stunt Performers:

- Session Fee, plus **\$2363.75/\$2411.00/\$2459.25** per annum, or **\$945.00/\$964.00/\$983.25** per thirteen (13)–week cycle.

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

- Session Fee, plus **\$1889.50/\$1927.25/\$1965.75** per annum, or **\$787.75/\$803.50/\$819.50** per thirteen (13)–week cycle.

- (c) **Changes** If a Performer is required to make changes after the initial production, the hourly rate applicable to the original category of performance shall apply, with a minimum two (2)–hour work session.

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(d) **Single Voice**

Session and thirteen (13) weeks of use: **\$695.50/\$709.50/\$723.75**, which includes three (3) cuts and four (4) hours of work at the same session.

Multiple Voice

Session and thirteen (13) weeks of use: **\$540.75/\$551.50/\$562.50**, which includes three (3) cuts and four (4) hours of work at the same session.

TELEVISION AND RADIO

(e) **Commercials from Infomercials**

- (i) **Editing Infomercials** The Engager may edit one commercial from an infomercial, upon the consent of the Performers and payment of residual fees for use of the commercial, such residual fees being applicable to all Performers in residual categories in the resultant commercial.
- (ii) **Simultaneous Production** If a commercial is planned to be produced and is, in fact, produced at the same time as an infomercial, the Performers shall be paid session and residual fees under both the National Commercial Agreement (for the commercial) and the Infomercial Addendum (for the infomercial).

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All incidental expenses, such as overtime, etc., shall be paid at the higher rate (either National Commercial Agreement or Infomercial Addendum), but in no event shall be duplicated.