

## ITEMS IN AGREEMENT

### NATIONAL COMMERCIAL AGREEMENT (NCA)

#### BETWEEN ACTRA and ICA/ACA

*April 26-28; May 11-13; June 2-4 & 29; October 20; December 9-10, 2021,  
January 25-26 & 31, 2022; February 7, 9-11, 2022; and March 22-23, 2022*

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

*[U20 – AGREED BY ACTRA & ICA/ACA – 2022-Jan-28 at 14h00]*

2. **Article 213 The Stunt Coordinator (ST/C)**

The Stunt Coordinator, who is knowledgeable in the engineering of stunt work, ~~may~~ must be hired to be responsible for the ~~casting and~~ supervision of Stunt Performers, coordination of stunts and/or action sequences and coordination of Performer action. The Stunt Coordinator cannot perform as a Stunt Performer on the same set. This is a non-residual category.

*[U13 – AGREED BY ACTRA & ICA/ACA – 2022-Feb-11 at 11h00]*

3. **Article 406 Tag A t** ~~Tags~~ is ~~are~~ an allowable inserts of ~~approximately: not more than~~ approximately: not more than five (5) seconds in total length in a fifteen (15)-second commercial; ten (10) seconds in total length in a thirty (30)-second commercial; twelve and one-half (12 1/2) seconds in total length in a forty-five (45)-second commercial; or fifteen (15) seconds in total length in a sixty (60)-second commercial; that may be placed at any point in the commercial for the purpose of adapting it to different ~~factual~~ information as provided for in Section 19.

*[E11 – AGREED BY ACTRA & ICA/ACA 2022-Jan-28 at 14h00]*

4. **Article 506 Equal Opportunity Policy**

- (a) In connection with the engagement and treatment of Performers in all work categories in commercials, Engagers shall not discriminate against any Performer on the basis of age, sex, race, creed, colour, national origin, ancestry, citizenship, sexual identity, gender expression, ethnic origin, place of origin, marital status, family status or disability, as prohibited by law.
- (b) The Engager shall cast Performers in accordance with this policy, in all types of roles and work categories, so that the composition of Canadian society may be portrayed realistically. ACTRA shall make every effort to facilitate engagements in accordance with this policy, in all types of roles and work categories, so that the composition of Canadian society may be portrayed realistically. Commercials should reflect the wide spectrum of Canadian life. ~~portraying men and women of various ages, backgrounds and appearances actively pursuing a wide range of interests, sports, hobbies and business, as well as home-centered activities.~~
- (c) Consistent with the foregoing and with the needs of the advertiser, every effort shall be made in accordance with this policy to create equal opportunity in the casting of all work categories in commercials (on and off camera), thereby creating fair, non-discriminatory and non-stereotyped engagement opportunities.

- (i) In respect of any role that requires a Performer to portray a character with a certain ethnicity and/or race, the Engager agrees to explicitly include these requirements in the casting breakdown, if known, to enhance the opportunity for Performers to audition for the role.
- (d) **Performers living with Disabilities** In respect of any available roles that require a Performer to portray a person living with a disability, the Engager or his/her their representative will liaise with ACTRA prior to casting these roles. The Engager will take appropriate steps to ensure Performers with disabilities are accommodated in accordance with and to the extent required by the provision of any legislation applicable to disability or accessibility and have a reasonable opportunity to audition for such roles.
- (i) ~~The Engager shall use cCasting or, production facilities, transportation and lodging which are barrier-free accessible for Performers living with disabilities, shall be used when such facilities exist and are available.~~
- (ii) In respect to any role that requires a Performer to portray a character living with a disability, the Engager agrees to include these facts in the casting breakdown, if known, so as to enhance the opportunity for Performers living with similar disabilities to audition for the role.
- (iii) For any role for which a deaf or hearing-impaired Performer is sought, the Engager shall provide a qualified sign language interpreter during the audition. For any role in which a deaf or hearing-impaired performer is cast, the Engager shall provide a qualified sign language interpreter throughout the engagement.

[U2 – AGREED BY ACTRA & ICA/ACA – 2021-Oct-20 at 11h40]

5. **Article 511 Freedom from Racial, Sexual and Personal Discrimination and Harassment** ACTRA and each Engager will work cooperatively to ~~promote~~ apply the requirements and intent of the applicable provincial human rights laws and harassment laws, as amended from time to time, the provisions of which are incorporated by reference into this Agreement. The Parties to this Agreement completely support the human rights of each individual to be free from discrimination as defined by legislation. Any difference between the Parties as it relates to the interpretation, administration or enforcement of any of the provisions of these laws shall be dealt with under the Grievance and ~~Arbitration~~ Complaints provision of this Agreement (Section 34).

[U3 – AGREED BY ACTRA & ICA/ACA – 2021-Oct-20 at 11h40]

6. **Article 904 Auditions/Interviews/Voice and Screen Tests**

- (a) Performers called for an audition/interview must be given individual call times for the audition/interview by the Engager. A performer who is dismissed within one (1) hour from the time ~~he/she is~~ they are called and reports for an audition/interview shall not be entitled to any compensation. A Performer audition may include an individual “mike test” on or off camera. The Performer audition may also include on-camera silent screening.
- i) The Performer shall be given the option to audition in-person or by self-tape/virtually for first auditions only (if by self-tape or virtually see Article 904(b)).
- ii) Preservation of the rehearsal performance, including the use of still photographs, is acceptable providing that it is not used in any way for broadcast, but is only for the purpose of client evaluation and approval.
- iii) Recorded auditions may be upgraded to final commercials if applicable fees are paid and the Performers concerned give their written consent.

- iv) The Engager will make best efforts to give the Performer twenty-four (24) hours' notice of audition. Except where the Engager warrants that confidentiality is an issue, Performers and/or Agents must be supplied with the script and/or storyboard at that time. If there is no script or storyboard and the Performer is expected to improvise, they must be so advised in writing at the time the audition is arranged (see Article 906).
- v) The Engager will instruct casting directors to provide the Performer with notice that ~~she or he~~ they will be required to eat and drink and/or inhale smoke or vapour as part of the audition. Where possible, casting will give notice of any action that might be considered a risk including, but not limited to, any action involving animals.

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

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

- i) Except where otherwise provided herein, the terms and conditions of Section 9 shall apply to virtual and self-recorded auditions.
- ii) The Engager shall give the Performer forty-eight (48) hours of notice of first audition. Except where the Engager warrants that confidentiality is an issue, Performers and Agents must be supplied with the script(s) and/or story board(s) at that time. If there is no script(s) or storyboard(s) and the Performer is expected to improvise, they must be advised in writing at the time the audition is arranged (see Article 906).
- iii) Performers shall not be required to purchase any items for their audition.
- iv) The purpose and intention of an audition is to give the Performer the opportunity to demonstrate their individual talents, therefore the virtual/self-taped audition should not be evaluated based on the performer's equipment set up (e.g. lighting, camera), backdrop nor technical abilities/quality.

*[U27 - AGREED BY ACTRA & ICA/ACA – 2021-Dec-09 at 20h00]*

**7. Article 907 Callback Audition Fee**

- (a) Performers may be called back for a second and subsequent audition, in which case each Performer shall receive ~~\$75.00~~ \$50.00 per diem per callback audition as reimbursement for their expenses incurred. A Performer who is detained by the Engager for more than one (1) hour at a callback shall be compensated for all excess time over the hour at an additional fee of \$50 per hour or part thereof. Any additional time spent beyond one hour in a second or subsequent audition will be paid in half hour increments at the hourly per diem rate of \$50.00 up to a maximum of \$200.00 or 4 hours. Additional time spent beyond four (4) hours would be paid at the Additional Work Time rate and will be subject to I&R contributions.
- (b) *Stet*
- (c) *Stet*

*[U32 – AGREED BY ACTRA & ICA/ACA - 2022-Feb-07 at 11h30]*

- 8. Article 1003 Performer Contract** Each Performer shall be provided with an individual contract for each commercial or pool of commercials in which ~~he/she~~ they are 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. A 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 is engaged, either by title or number. At the end of the work session, the Engager shall send all completed engagement contracts to the local ACTRA office where the production took place.

**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.

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

*[U8 – AGREED BY ACTRA & ICA/ACA – 2021-Dec-08 at 12h30]*

**9. Article 1203 (c) Demo and Test Commercial Session**

(a) Stet

(b) Stet

- (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 \$312.00/\$318.00/\$324.50 for all performance categories. Any additional presentation demos produced at the same session beyond two (2) shall be paid at the rate of \$157.00/\$160.00/\$163.00 per demo. The number of work hours shall be fifty percent (50%) of the hours as provided for in Article 1202. Any additional time worked beyond the included work hours is payable at the hourly work time, additional work time or overtime rates provided for in Article 1202.

An Engager may engage a Performer on a single contract to produce multiple Presentation Demos for a defined one year period, with a guarantee minimum payment of \$3894.00. This minimum guarantee payment shall cover up to twelve (12) Presentation Demos Sessions (includes one or two demos) over the course of the year. Any additional Presentation Demos produced during the defined period shall be paid at the per demo rate of \$163.00 per demo. Payment shall be due within fifteen (15) working days from the date of the first engagement.

*Annual increases to apply*

*[U29 – AGREED BY ACTRA & ICA/ACA – 2021-May-13 at 13h00]*

**10. Article 1406 Dressing Rooms, Rehearsal Facilities and Sanitary Provisions**

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

- (a) 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.
- (e) A supply of potable drinking water shall be provided and available at all times during production.
- (f) When craft services and food catering are provided to Performers, every effort shall be made to provide a clean environment. For example, caterers shall wear clean latex or rubber gloves, a hat, net or cap, and clean clothes. Clothing shall not be used to wipe or dry hands.
- (g) Special consideration shall be given to senior Performers or those requiring additional care with respect to but not limited to dressing rooms, sanitary provisions, and seating.

*Conforming change in Appendix R: Letter of Understanding Regarding Working Conditions (p) needs to be updated to reflect this: (p) Special consideration shall be given to Senior Performers or those requiring additional care, per Article 1406 (g)*

*[U4 – AGREED BY ACTRA & ICA/ACA – 2021-Dec-08 at 12h30]*

**11. Article 1407a Conditions for Makeup, Hairdressing and Wardrobe** All makeup, ~~and~~ hairdressing devices (e.g., sponges, brushes) and products shall be provided and shall not be expired or used on more than one individual unless properly sanitized between uses. All wardrobe shall be appropriately cleaned between wearings.

**Article 1407b Makeup and Hairdressing Professionals** The Engager shall ensure that hair and makeup professionals have the skill and ability to style hair, apply make-up and provide the appropriate products and equipment for all Performers, particularly for Black, Indigenous and Persons of Colour. Performers will not be required to provide their own hair products, make-up, etc. When a qualified film hair and makeup stylist is not available, the Engager will ensure that the production company will provide a qualified professional from within the general hair and beauty industry.

*[U5 – AGREED BY ACTRA & ICA/ACA – 2021-Dec-08 at 12h30]*

**12. Article 1604 Parental Responsibility**

(a) The Parent (or Chaperon appointed by a Parent) of a Minor under 16 years of age must be at the location and accessible within sight and sound with or without technology to the Minor at all times when the Minor is on set, accompany the Minor to and from the set, and accompany the Minor to hair, makeup and wardrobe. Where possible, parking adjacent to the set shall be made available.

- (b) *Stet*
- (c) *Stet*
- (d) *Stet*

*[U15 – AGREED BY ACTRA & ICA/ACA - 2022-Feb-09 at 08h00]*

### 13. Article 1606 Work Day and Rest Periods

(a) to (c) *Stet*

(d) For Minors 16 to 17 years of age, the additional work time (Article 1205) and overtime (Article 1206) provisions shall apply. The work day shall not exceed twelve (12) hours per day, excluding meal periods, ~~unless permission to extend the day is granted by the Minor's Parent or Chaperon.~~

(e) to (h) *Stet*

[U16 – AGREED BY ACTRA & ICA/ACA – 2022-Feb-07 at 11h30]

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

[U30 – AGREED BY ACTRA & ICA/ACA - 2022-Feb-11 at 11h00]

### 15. Article 1701 Definitions

(a) *Stet*

(b) Stunt Coordinator (ST/C) is a Stunt Performer who is responsible for the coordination, planning, designing and/or engineering of stunts and/or action sequences, risk performances and Performer action. Typically, the Stunt Coordinator will be engaged prior to casting. This is a non-residual category. The Stunt Coordinator must be an experienced and qualified Stunt Performer and a member of ACTRA. In consultation with and subject to the approval of the Engager, the Stunt Coordinator's responsibilities include:

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

(c) *Stet*

(d) *Stet*

[U18 – AGREED BY ACTRA & ICA/ACA – 2022-Feb-11 at 11h00]

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

[U6 – AGREED BY ACTRA & ICA/ACA – 2021-Dec-10 at 13h15]

**17. Article 1809 Billboards** Performers shall be paid session fees as per Section 12 and Section 21. Residual fees shall be paid as per Section 18 and Section 21. For the purposes of this section, a program introduction, cross-plug and sign-off shall be treated as a single production and paid as such. Where Voice Over Performers are engaged, the Performer shall be paid Session Fees as follows:

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

or

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

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

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

or

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

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

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

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

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

*Corresponding changes:*

*Article 404 Billboard – Edit last sentence as follows: See Article 1809, Television Rates, and Section 21 Radio Rates. Article 2103 Billboards – Delete entirety of Article 2103*

[E20 – AGREED BY ACTRA & ICA/ACA – 2021-Dec-10 at 13h15]

**18. Article 1811 Other Languages** The union jurisdiction applicable to commercials produced in a language other than English or French (e.g., Chinese, Tagalog, Caribbean Ethnic Origin, etc.) for use in Canada shall be determined by the Reciprocal Agreement between ACTRA and UdA. Performers engaged in commercials under the jurisdiction of ACTRA shall be qualified, contracted and paid in accordance with this Agreement. The Parties agree to establish a joint committee to monitor and research, as appropriate, developments as they pertain to this Article Pilot Project. Accident on Set Insurance is payable on the voice recording session for commercials transformed into languages other than English and French.

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

When a commercial is dubbed into another language version the on-camera performers shall be compensated, regardless of the number of additional languages, for one additional session fee and one additional residual fee.

Session and residual fees for voice-over performers shall be paid as follows:

- (a) ~~The union jurisdiction applicable to commercials produced in a language other than English or French (e.g., Italian, German, Greek, etc.) for use in Canada shall be determined by the Reciprocal Agreement between ACTRA and UdA. All session fees will be paid as per the applicable Television, Radio or Digital Media rates per language and per commercial. Contract Service Fees (CSFs) and Accident on Set (AoS) Insurance shall apply.~~
- (b) ~~Performers engaged in commercials under the jurisdiction of ACTRA shall be qualified, contracted and paid in accordance with this Agreement. When a commercial is dubbed into another language version, the on-camera Performers shall be compensated, regardless of the number of additional languages, for one (1) additional Session Fee and one (1) additional residual fee per the grid below. Residuals for Television use shall be paid at the Table A Wildspot 1-5 unit rate per language and per commercial (Article 1804) per 13-week cycle.~~
- (c) ~~When a commercial produced under the terms of this Agreement is transformed into another language version (other than French) through the addition of a voice-over in that language, the Silent-On-Camera Performers in the commercial shall be paid additional residual fees in accordance with the unit value of the additional markets, if any, in which the commercial is used. Residuals for Digital Media use shall be paid at the 45-day rate per language and per commercial (Article 1820) for one year's use.~~
- (d) ~~Session and residual fees for Voice Over Performers include the first (1st) and second (2nd) language versions per commercial. Residuals for Radio use shall be paid at 75% of the per cut rate per language and per commercial (Article 2101) per 13-week cycle beyond the first cycle.~~
- (e) ~~If it is not possible to secure the talent required by the Engager from among ACTRA members, the work permit fees for apprentice members and non-ACTRA Performers shall cost, per commercial, 50% of the applicable permit rate. \$43.75 for apprentice members and \$52.50 for non-ACTRA Performers.~~

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.

*Delete grid of fees*

[U7 – AGREED BY ACTRA & ICA/ACA – 2022-Feb-11 at 11h00]



**19. Article 1904 Tags** The following on- and/or off-camera changes may be made within a commercial for the same advertiser:

**(a) Product /Service Changes**

~~(i) Different package of the same product, for example (but not limited to), apple juice in a can, a bottle or a carton.~~

~~(ii) another or additional product of the same type and class advertised under the same brand name, for example (but not limited to),~~

~~(1) change to or additional flavour of a product advertised under one flavour;~~

~~(2) products with similar purposes, such as toothpaste and tooth powder (but not toothpaste and shaving cream);~~

~~(3) products of the same food type, such as canned corn and canned peas (but not canned peas and canned chicken);~~

~~(4) change of special offerings, such as from a brake to a muffler special for an automotive store;~~

~~(5) change of promotions, such as from a chicken to a cheeseburger to a souvenir glass promotion for a fast-food chain;~~

~~(6) addition to or changes of information about conditions or rules governing a contest.~~

service offers

(1) change of special offerings, such as from a brake to a muffler special for an automotive store;

(2) addition to or changes of information about conditions or rules governing a contest.

~~(iii) Another or additional product of the same type and class advertised under the same brand name, for example (but not limited to),~~

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

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

**(b) Factual/legal information** for commercials advertising products and/or services that require different and/or specific factual information identifying with respect to locations/destinations, local points and times of departure, frequency of service, telephone numbers/websites, rates (including interest rates), prices, geographic availability and/or dates. Except for these changes, the commercial shall in all other respects remain the same. ~~For example (but not limited to),~~

~~(i) a trust company changes its interest rate from 12% to 11.5%;~~

~~(ii) an airline's fare from Vancouver to Montreal is \$x from May to September and from Montreal to Vancouver is \$y from April to August;~~

~~(iii) an amusement park has a special rate from June 1 to June 15;~~

~~(iv) a contest requires phoning one telephone number in Vancouver but a different telephone number in Halifax;~~

~~(v) services available cost \$35.00 in Toronto, but \$29.95 in Regina.~~

**c) Offer(s) and/or Promotions**

(i) For example, multiple categories, such as 0% financing on trucks, tires and oil changes.

(ii) For example, different offers by one advertiser, such as BOGO pillows, No Tax on mattresses.

[E12 – AGREED BY ACTRA & ICA/ACA – 2022-Mar-21 at 18h00]

**20. Article 2102 Additional Work Time** The minimum guaranteed fee entitles the Engager to two (2) hours of work time, whether one (1) or two (2) cuts is produced at the session. In the event that more than one or two cuts are produced in one session, the per cut fee entitles the Engager to one (1) hour of work time for each cut beyond the first two. Additional work time at the same work session shall be payable at ~~\$31.25/\$32.00/\$32.75~~ \$65.50 (general increases apply) for every ~~thirty sixty (30 60)~~ minutes or portion thereof beyond the included work time. At the Fifth hour of work the Additional Work Time shall increase to \$110.50.

[U39 – AGREED BY ACTRA & ICA/ACA – 2022-Feb-11 at 11h00]

**21. Article 2205 Still Photographs in Other Media** Any negotiation shall take place in advance of the shoot. Written Confirmation of such negotiation shall take place in advance of the shoot and/or before filming commences.

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

[U12 – AGREED BY ACTRA & ICA/ACA – 2021-Dec-08 at 12h30]

**22. Article 2901 Contract Service Fee Amount**

- (a) *Stet*
- (b) The contract service fee shall be the lesser of \$300.00 per television or digital media video commercial, plus GST, HST or QST, as applicable; \$150.00 per radio or digital audio commercial, plus GST, HST or QST, as applicable.  
*Stet remainder of clause*
- ~~(c) For Digital Media commercials a contract service fee of seventy five dollars (\$75.00) for video or thirty five dollars (\$35.00) for audio, per commercial, shall be paid. If a commercial is moved over from Digital Media to television, radio, or Other Media (Article 1818), the Contract Service Fee for such commercial shall be upgraded to the appropriate amount specified in Section 29.~~
- (d) to (f) *Stet*
- Reletter article accordingly*

[U41 – AGREED BY ACTRA & ICA/ACA – 2021-Dec-10 at 13h15]  
ACTRA awaiting confirmation from ICA/ACA on conforming change

### **23. Appendix XX Diversity, Equity and Inclusion Committee**

ACTRA and the ICA/ACA will create a joint advisory committee whose composition will be inclusive, reflecting the principal of diversity, and will be made up of an equal number of representatives from ACTRA and the ICA/ACA. Each shall bear their own costs associated with the operation of the committee.

The committee's objectives will be to:

1. Identify exclusionary provisions, language and clauses in the NCA and/or systems within the industry that create barriers to equal opportunities for Performers.
2. Recommend steps and solutions for the promotion of inclusion and belonging.
3. Seek to promote commercials which, in the aggregate, reflect the wide and diverse spectrum of Canadian life, portraying individuals of various ages, races, gender identities or expressions, religions, sexual orientations, backgrounds, neuro or physically diverse abilities and appearances.
4. Meet with Casting Directors and Agents to discuss measures to increase casting that better reflects diversity. ACTRA will provide the ICA/ACA with access to its database of diverse members.
5. Report back to the Parties with an action plan within six months after NCA ratification and regularly thereafter.
6. Any recommendations approved by the joint advisory committee will be published as Bulletin's to the NCA.

*[E2 – AGREED BY ACTRA & ICA/ACA – 2022-Feb-11 at 11h00]*

### **Side Letters – Letters of Understanding (LOU)**

AGREED TO RENEW BY ACTRA & ICA/ACA – 2021-May-13 at 1:00PM (EST)

Renew **Side Letter No. 1 LOU: Classification of Ireland**

Renew **Side Letter No. 2 LOU: Interpretation Issues**

Renew **Side Letter No. 3 LOU: Joint Study on Late Payments**

Renew **Side Letter No. 4 LOU: Monitoring and Measuring of the Impact of Digital Media 8 Hour Day; Live Events, Person on the Street and Hidden Camera Commercials; and Article 706 (c)**

Renew **Side Letter No. 5 LOU: Simplified Layout of the NCA Letter of Understanding**

Renew **Side Letter No. 6 LOU: Section 18 Compensation for Use and ReUse Residual Study**

Renew **Side Letter No. 8 LOU: Health and Safety on Set**

AGREED TO RENEW WITH AMENDMENTS BY ACTRA & ICA/ACA – 2022-Jan-28 at 14h00

Renew with amendments **Side Letter No. 7 LOU: ACTRA Online Opportunity Pilot Project**

### **Bulletins**

AGREED TO RENEW OR AMEND BY ACTRA & ICA/ACA – 2021-May-13 at 1:00PM (EST)

Renew **Bulletin No. 1 Streaming of Commercials on the Internet**

Renew **Bulletin No. 2 Streaming of Commercials on the Internet – Clarification**

Renew **Bulletin No. 5 Travel Time**

Amend **Bulletin No. 6 Commercials Produced in Canada for United States Use Only** and **Bulletin No. 7 Clarification Commercials Produced in Canada for United States Use Only** into one Bulletin No.6 and renumber Bulletin No. 8 to 7

AGREED TO RENEW OR AMEND BY ACTRA & ICA/ACA – 2022-Mar-21 at 18h00

Renew **Bulletin No. 4 Commercials on Advertiser's Website**

Renew **Bulletin No. 8 Electronic Re-Contracting for New Media Use**

## Housekeeping

ALL BELOW HOUSEKEEPING ITEMS AGREED BY ACTRA & ICA/ACA – 2021-May-11 at 3:00PM (EST)

1. Gender neutral language (replace he/she with “They”)
2. Remove all references to “fax” throughout the Agreement. Replace with “email”
3. **Article 414** – Update reference from Article 416 to 415
4. **Article 510** – Update reference from “breasts” to “chest”
5. **Article 913** – Update reference in Article 913 to Article 422 HOLD
6. **Article 905 (d)** – Change from 21 calendar days to 15 business days
7. **Article 912** – Revise language from “Gang Casting” to “Group Casting”
8. **Article 1208** – Update reference from 1211 to 1210 for fee table
9. **Article 1806 (c)** – Change from 21 calendar days to 15 business days
10. **Article 1820 (b)(ii)** – Edit “maybe” to “may be”
11. **Appendix C1** – Update reference from Article 1218 to 1217: Accident on Set
12. **Appendix F (Part A and Part B)** – Update form to include a ‘Branch Code’ or ‘Branch’ box?
13. **Appendix Q** – Remove all references to Date of Birth (DOB)
14. Edit **A2602 (e) Payment Procedures and Forms** language to include ‘Dormancy’.
  - (i) **Payable to Performer** All payments due to Performers, such as session, recall, residual, audition, dormancy, and other, incidental fees, including penalty payments (if any), shall be made payable to the Performer, and shall be forwarded to the ACTRA local office in the location where the production has taken place.
15. Edit and update **Appendix P Transfer of Rights** Form.  
Details: Edit the form to create additional space for edits/allowable version update/modernize.
16. Discuss gender language in **Appendix B – Application for ACTRA Work Permit: Commercials Only**  
For Discussion: Update Male/Female selections in form.  
Details: Edit the form to have more inclusive language.

BELOW HOUSEKEEPING ITEM AGREED BY ACTRA & ICA/ACA – 2021-Oct-20 at 11h40 (EST)

19. Remove the repetitious sentence “ICA/ACA and ACTRA will commit to on-going meetings with Uda regarding double shoots in Canada in order to make national commercials more financially viable” in Article 1810(d)(iv) and maintain the sentence in **Article 1810(d)(vi)**.

BELOW HOUSEKEEPING ITEM AGREED BY ACTRA & ICA/ACA – 2021-Dec-08 at 17h30 (EST)

17. Add: Performer ‘living’ with a disability where disability is referenced.

BELOW HOUSEKEEPING ITEM AGREED BY ACTRA & ICA/ACA – 2022-Feb-07 at 11h30 (EST)

22. **[NEW]** Update all references to “Institute of Communication Agencies” throughout the Agreement and replace with “Institute of Canadian Agencies”