



Welcome!

Welcome to ACTRA Toronto's Quick Tips reference guide for the National Commercial Agreement. The purpose of these Quick Tips is to provide an easy to follow guide and to provide a basic understanding of the NCA when producing commercials in Toronto using Performers. We encourage you to keep this guide with your Commercial Agreement as a handy tool and valuable resource. You are also encouraged to call and/or email us with any questions. We are more than pleased to be able to assist prior to production when your agency is in the creative/planning stage with respect to the application of the NCA to your project. As well, we are available to assist with talent costs for both session and use. We look forward to working with you. Do not hesitate to contact us with any questions!

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3. [Television Commercials](#)
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1. Getting Started

Accessing the Agreements: Becoming a Signatory

To work with ACTRA Toronto performers you need to be a signatory producer to an ACTRA Toronto Agreement. In order for us to consider your request to become an approved engager of professional performers please supply us with the following information:

1. Full name and production company name, address, phone number, fax, email and website. Please include names and contact information of owners, directors and officers.
2. A brief profile of your organizations business activities, length on time in operation and list 2 clients and 2 suppliers
3. Full name and address and contact reference for your organizations primary financial institution
4. Indicate whether or not your organization is a member in good standing of the Institute of Canadian Advertising (ICA) or Association of Canadian Advertisers (ACA) and supply membership number if applicable
5. Complete the [Letter of Adherence](#)

Contact Information

[Judy Barefoot](#), Director of Commercial Production: 416-642-6705

[Cathy Wendt](#), Steward: 416-642-6707

[Kelly Davis](#), Steward: 416-642-6714

[Ellen Jarvis](#), Assistant Steward: 416-642-6748

ACTRA Toronto Main Line: 416-928-2278

2. Auditions

Here's a quick summary of some things to keep in mind when it's time to audition.

- 1) **Audition sign-in time sheets** must be completed at every audition:
 - a. [Member Sign-in Sheet \(additional pages\)](#)
 - b. [Non-Member Sign-in Sheet \(additional pages\)](#)

Call-backs:

- 1) The 1st audition: if Performer is dismissed within one hour of their call time – there is no compensation.
- 2) For the 2nd and subsequent auditions (under 1 hour), the callback fee is \$50.00.
- 2) If detained beyond one hour, the rate is \$80.00/\$81.50/\$83.00/hr.
- 3) Producers are required to fax audition sign in sheets to ACTRA **within 48 hrs.** of the audition.
- 4) It is the Engager's responsibility to pay callback audition fees to ACTRA within **20 days** of the date of the audition.

Any questions pertaining to Callbacks can be directed to [Claudette Allen](#) 416-642-6713

Preference of Engagement

Under the terms of the NCA, **preference of engagement** is given to members of ACTRA (including full, apprentice, and ACTRA Additional Background Performer members) If after auditions the Engager establishes that a Performer of the type required is not available within the ACTRA membership, upon provision by the Engager to ACTRA of details of all Performers auditioned or considered, ACTRA shall issue a work permit for the engagement of a Canadian non-member in a commercial.

Intent to Produce

Prior to Production, the Engager is responsible for submitting a completed **Intent to Produce** to their nearest ACTRA office.

1. [Intent to Produce](#)

Contracts

Performers should be provided with their contract prior to the commencement of their work session. Contracts must be completed in full. Check that production info, dates, and work hours are accurate. Performers must sign their contracts at the end of the work session and be given the Performer copy and ACTRA copy and the **It is the Performer's responsibility to ensure that ACTRA receives a copy.**

3. TV Commercials

Here's a quick summary of payments related to television commercials:

Session Payments

1. [Session fees](#) are listed under Article 1202 of the NCA
2. Payments shall be made not later than 15 business days after the work session
3. The following **deductions** shall be made from the performer's **gross** earnings:
 - a. **Working Dues**
 - i. Full ACTRA Members: **2.25%**
 - ii. Apprentice Members & Non-Members: no deduction, but a [work permit](#) must be purchased
 - b. **Retirement**
 - i. Full ACTRA Members: **4%**
 - ii. Apprentice Members & Non-Members: **4%** equalization payment
4. The following **contributions** shall be made based on the performer's **gross** earnings
 - a. **Insurance & Retirement**
 - i. Full ACTRA Members: **12%**
 - ii. Apprentice Members & Non-Members: **12%** equalization payment
5. **Performer HST**
 - a. Performers must be paid HST if they have provided their reference number to the Engager. The amount paid is calculated on their gross fee plus the 12% Engager contribution. This amount is added to the performer's **NET** cheque.
6. **Contract Service Fee**
 - a. Pay the **lesser** of:
 - i. \$300 + HST
 - ii. 25% of the performers total gross earnings + HST
7. **Accident on Set Insurance**
 - a. Contribution of **1%** of the total performers gross earnings (+PST)
8. Deductions & contributions should be **remitted** by cheque to **ACTRA** along with the [session payment form](#) .

Residual Payments

1. **Residual fees** are based on the market in which the commercial airs. Further details can be found in the NCA or please contact us for assistance. For information regarding the use of a TV commercial online, please jump to the [New Media Commercial](#) section.

2. Payments shall be made not later than 20 business days after the first use of the commercial.
3. The following **deductions** shall be made from the performer's **gross** earnings:
 - a. **Working Dues**
 - i. Full ACTRA Members: **2.25%**
 - ii. Apprentice Members & Non-Members: working dues are not deducted, instead there is a Non-Members Service Fee deducted of **10%** of the Performer gross fee (plus HST)
 - b. **Retirement**
 - i. Full ACTRA Members: **4%**
 - ii. Apprentice Members & Non-Members: **4%** equalization payment
4. The following **contributions** shall be made based on the performer's **gross** earnings
 - a. **Insurance & Retirement**
 - i. Full ACTRA Members: **12%**
 - ii. Apprentice Members & Non-Members: **12%** equalization payment
5. **Performer HST**
 - a. Performers must be paid HST if they have provided their reference number to the Engager. The amount paid is calculated on their gross fee plus the 12% Engager contribution. This amount is added to the performer's **NET** cheque.
6. Deductions & contributions should be **remitted** by cheque to **ACTRA** with the [residual payment form](#)

Late Payments

Payments that are not received within the required time frames are subject to **late payment penalties** as follows:

1. \$6.00 per Performer per calendar day beginning the day after the date of default, up to 30 business days. The penalty will not increase unless ACTRA notifies the Engager that full payment has not been made.
2. If payment in full is not received within 12 business days of being notified, penalty fees will resume retroactive to the date of notice at \$10.00 per calendar day, without limitation, until the full payment is made.

Meal Breaks

Unpaid meal periods (of at least 1 hour and not more than 1 ½ hours) must be given prior to the 6th hour of work. This is a summary of important information regarding meal breaks:

1. For meal breaks scheduled for the 6th hour, performers must be provided with a "substantial snack" prior to their 5th hour of work
2. If no substantial snack is served, then a meal break must be given prior to the 5th hour
3. The 6th hour meal period may be extended by 15 minutes without penalty to complete a shot that is already in progress.
4. An unpaid half-hour meal period may be exercised only once per day.

5. The Engager shall provide the same meals and craft services to cast/crew/production personnel.
6. All Performers must be broken at the same time and are given a full half-hour which starts when the last Performer is through the food line and sits down
7. **Penalties** per infringement are **\$80.00/\$81.50/\$83.00**

Dormancy Fees

A commercial not used within a specified time frame is considered “dormant” or “dead”

1. **National Commercials:** If a National commercial is not broadcast within 26 weeks plus 1 business day from end of last paid use cycle or from session if never broadcast, it is considered a dead commercial.
2. **Seasonal Commercials:** If a Seasonal commercial is not broadcast within 39 weeks plus 1 business day from end of last paid use cycle or from session if never broadcast, it is considered a dead commercial. Seasonal commercials must be declared at time of booking.
3. A commercial may be **reactivated** with the Performer’s written consent and payment of the applicable Dormancy fees.
4. Dormancy fees to reactivate a “dead” spot: 2 dormancy fees are owed for the 1st year and 1 dormancy fee each year thereafter, to a maximum of 7 dormancy fees

Joint Promotions

A commercial is considered a Joint Promotion if it features or highlights more than one advertiser’s product or service (up to 3 per commercial). A joint promo fee of 50% is payable on the performer’s session and residual fees per commercial.

Product Conflicts

It is the Engager’s responsibility to indicate prior to the audition and on casting sheets those products and services that the Engager considers product conflicts.

4. Radio Commercials

Here's a quick summary of payments related to radio commercials:

Session Payments

1. [Session fees](#) are listed under Article 2101 of the NCA
2. Payments shall be made not later than 15 business days after the work session
3. The following **deductions** shall be made from the performer's **gross** earnings:
 - a. **Working Dues**
 - i. Full ACTRA Members: **2.25%**
 - ii. Apprentice Members & Non-Members: no deduction, but a [work permit](#) must be purchased
 - b. **Retirement**
 - i. Full ACTRA Members: **4%**
 - ii. Apprentice Members & Non-Members: **4%** equalization payment
4. The following **contributions** shall be made based on the performer's **gross** earnings
 - a. **Insurance & Retirement**
 - i. Full ACTRA Members: **12%**
 - ii. Apprentice Members & Non-Members: **12%** equalization payment
5. **Performer HST**
 - a. Performers must be paid HST if they have provided their reference number to the Engager. The amount paid is calculated on their gross fee plus the 12% Engager contribution. This amount is added to the performer's **NET** cheque.
6. **Contract Service Fee**
 - a. Pay the **lesser** of:
 - i. \$150 + HST
 - ii. 20% of the performers total gross earnings + HST
7. **Accident on Set Insurance**
 - a. Contribution of **1%** of the total performers gross earnings (+PST)
8. Deductions & contributions should be **remitted** by cheque to **ACTRA** along with the [session payment form](#) .

Residual Payments

1. Payment of the session fee **includes the first use**. Further details can be found in the NCA or please contact us for assistance.

Late Payments

Payments that are not received within the required time frames are subject to **late payment penalties** as follows:

1. \$6.00 per Performer per calendar day beginning the day after the date of default, up to 30 business days. The penalty will not increase unless ACTRA notifies the Engager that full payment has not been made.
2. If payment in full is not received within 12 business days of being notified, penalty fees will resume retroactive to the date of notice at \$10.00 per calendar day, without limitation, until the full payment is made.

5. New Media Commercials

Here's a quick summary of payments related to commercials Made for New Media:

Session Payments

1. [Session fees](#) are listed under Article 1820 of the NCA
2. Payments shall be made not later than 15 business days after the work session
3. The following **deductions** shall be made from the performer's **gross** earnings:
 - a. **Working Dues**
 - i. Full ACTRA Members: **2.25%**
 - ii. Apprentice Members & Non-Members: no deduction, but a [work permit](#) must be purchased
 - b. **Retirement**
 - i. Full ACTRA Members: **4%**
 - ii. Apprentice Members & Non-Members: **4%** equalization payment
4. The following **contributions** shall be made based on the performer's **gross** earnings
 - a. **Insurance & Retirement**
 - i. Full ACTRA Members: **12%**
 - ii. Apprentice Members & Non-Members: **12%** equalization payment
5. **Performer HST**
 - a. Performers must be paid HST if they have provided their reference number to the Engager. The amount paid is calculated on their gross fee plus the 12% Engager contribution. This amount is added to the performer's **NET** cheque.
6. **Contract Service Fee**
 - a. Video: \$75 (+HST) Per commercial + HST
 - b. Audio \$35 (+HST) per commercial
7. **Accident on Set Insurance**
 - a. Contribution of **1%** of the total performers gross earnings (+PST)
8. Deductions & contributions should be **remitted** by cheque to **ACTRA** along with the [session payment form](#) .

Residual Payments

1. [Residual fees](#) are based on the length of time in which the commercial will be broadcast. Further details can be found in the NCA or please contact us for assistance.
2. **Broadcast Commercials that are moved-over to New Media** shall be paid as follows:

- a. **31 Days:** \$450 (PP/SOC), \$328 (VO) , \$140 (GS) – this option may only be applied once
 - b. **365 days:** 2 x the performers minimum [session fee](#)
3. Payments shall be made not later than 20 business days after the first use of the commercial
4. The following **deductions** shall be made from the performer’s **gross** earnings:
 - a. **Working Dues**
 - i. Full ACTRA Members: **2.25%**
 - ii. Apprentice Members & Non-Members: working dues are not deducted, instead there is a Non-Members Service Fee deducted of **10%** of the Performer gross fee (plus HST)
 - b. **Retirement**
 - i. Full ACTRA Members: **4%**
 - ii. Apprentice Members & Non-Members: **4%** equalization payment
5. The following **contributions** shall be made based on the performer’s **gross** earnings
 - a. **Insurance & Retirement**
 - i. Full ACTRA Members: **12%**
 - ii. Apprentice Members & Non-Members: **12%** equalization payment
6. **Performer HST**
 - a. Performers must be paid HST if they have provided their reference number to the Engager. The amount paid is calculated on their gross fee plus the 12% Engager contribution. This amount is added to the performer’s **NET** cheque.
7. Deductions & contributions should be **remitted** by cheque to **ACTRA** with the [residual payment form](#)

Late Payments

Payments that are not received within the required time frames are subject to **late payment penalties** as follows:

3. \$6.00 per Performer per calendar day beginning the day after the date of default, up to 30 business days. The penalty will not increase unless ACTRA notifies the Engager that full payment has not been made.
4. If payment in full is not received within 12 business days of being notified, penalty fees will resume retroactive to the date of notice at \$10.00 per calendar day, without limitation, until the full payment is made.

Meal Breaks

Unpaid meal periods (of at least 1 hour and not more than 1 ½ hours) must be given prior to the 6th hour of work. This is a summary of important information regarding meal breaks:

8. For meal breaks scheduled for the 6th hour, performers must be provided with a “substantial snack” prior to their 5th hour of work
9. If no substantial snack is served, then a meal break must be given prior to the 5th hour

10. The 6th hour meal period may be extended by 15 minutes without penalty to complete a shot that is already in progress.
11. An unpaid half-hour meal period may be exercised only once per day.
12. The Engager shall provide the same meals and craft services to cast/crew/production personnel.
13. All Performers must be broken at the same time and are given a full half-hour which starts when the last Performer is through the food line and sits down
14. **Penalties** per infringement are **\$80.00/\$81.50/\$83.00**