



COLLECTIVE AGREEMENT
CONCERNING INTERNET AND
NEW MEDIA COMMERCIALS (INM)
BETWEEN
L'UNION DES ARTISTES
AND
THE JOINT PRODUCERS
ASSOCIATION

FROM APRIL 1, 2016
TO MARCH 31, 2018

The English version of this agreement exists for the purpose of comprehension only. The official version of this document is the French one.

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PREAMBLE

As of the effective date of the collective agreement relating to commercials intended for the Internet and the New Media (INM), as stipulated in article 13-1.01 thereof, articles 3.2, 3.6, 3.7 and 3.8 of the “Cybermercial/Internet Memorandum of Understanding between the Union des artistes and the Joint Producers Association” attached as Appendix C to the “Collective agreement concerning TV/Radio commercials between the Union des artistes and the Joint Producers Association”, are rescinded.

The Parties agree as follows.

CHAPTER 1 – RECOGNITION AND JURISDICTION

1-1.01

Any producer who is a member of the Joint Producers Association, including any permittee member, recognizes:

- a) UDA as bargaining agent pursuant to the terms and conditions hereof on behalf of the artists and as the immediate representative of each and every artist pursuant to articles 24 and 41 of the *Status of the Artist Act*, SC 1992, c 33;

- b) that the rules established below apply to every commercial it produces with artists for use on the Internet and the New Media (“INM”).

1-1.02

The **Union des artistes**, hereafter called “**UDA**”, is a professional union constituted pursuant to the *Professional Syndicates Act*, RSQ, c S-40, and is a recognized association of artists both under the *Act respecting the professional status and conditions of engagement of performing, recording and film artists*, RSQ, c S-32.1, and the *Status of the Artist Act*, S.C. 1992, c 33, having its head office at 5445 de Gaspé Avenue, Suite 1005, Montréal (Québec), H2T 3B2. The UDA is affiliated with the *Fédération Internationale des Acteurs* (FIA).

UDA also has regional branches at the following addresses:

Québec City

520, rue De Saint-Vallier Est
Québec Qc G1K 9G4
Tel.: (418) 523-4241

Toronto

625 Church Street, Suite 200
Toronto (Ontario) M4Y 2G1
Tel.: (416) 485-7670

1-1.03

The **Joint Producers Association**, hereafter called the “**APC**”, represents the members of the Association of Canadian Advertisers (ACA), the Association of Creative Communications Agencies (A2C), as well as the Institute of Communication Agencies (ICA).

The offices of the APC are located at 2015 Peel Street, Suite 925, Montréal (Québec) H3A 1T8.

1-1.04

The *Caisse de sécurité des artistes*, hereafter the “**CSA**”, is a legally constituted corporate body responsible for maintaining and administrating an insurance plan and a retirement plan for the benefit of the union members who have joined.

Its head office is at 5445 de Gaspé Avenue, Suite 1005, in Montréal.

CHAPTER 2 – DEFINITIONS

2-1.00 Definitions of terms

For the purposes hereof, the following terms are defined as follows:

2-1.01 Principal performer

- a) any artist who is both seen and heard, or partly seen and heard, during the same commercial, excluding extras, demonstrators and artists who make sounds that are not words and do so without being directed;
- b) any artist who is the only one appearing on camera for at least half the message, but for a minimum of seven (7) seconds. This artist must be recognizable and be in direct relation with the message content and the product or service advertised.

2-1.02 INM commercial

Recorded advertisement in which products, services, trademarks or sponsors are suggested, named, qualified or described, and which is produced for the purpose of promoting the sale, lease or use of one or several products or services offered by the advertiser and that is put online for commercial purposes by means of the Internet or of a wireless phone data network (or any other wireless device, iPod, iPad or other tablets), in a standardized advertising space, as defined by the Interactive Advertising Bureau (IAB), and which is offered for sale by a media and purchased by the advertiser.

In this regard, the advertising units that are currently standardized by the IAB are: leaderboard, skyscraper, island (in basic or expandable format), floating advertising, video advertising (integrated or pre-roll) and wireless advertising. This listing is provided for information purposes and is not exhaustive. An INM commercial presented in a new format continues to be subject hereto.

Moreover, a message produced for a government, a department, or a government organization, as well as a socially directed message, are advertising messages covered by this agreement. It cannot be argued otherwise on the grounds that these products or services are not offered for sale for commercial purposes. In such cases, the products and services shall be interpreted as applying mutatis mutandis to the services that are provided or offered by the organization (e.g.: road safety campaign, information about the election process, etc.).

2-1.03 Artist

This term is defined in article 3-1.01.

2-1.04 Audition

A trial session, recorded or not, held to select from among those called, the artists who will take part in the visual and/or audio segments of an INM commercial.

2-1.05 Variety performer

An artist performing a variety number.

2-1.06 Performance call

A notice specifying the working conditions of an artist.

2-1.07 Fee

A sum of money due to an artist in compensation for his services performed in accordance with this agreement. The fee shall consist of no less than the minimums specified herein but shall not include cleaning, transportation and accommodation expenses.

2-1.08 Stunt performer

An artist hired specifically to perform a difficult or dangerous action that requires a special skillset or training.

2-1.09 Singer

An artist who sings a melodic line.

2-1.10 Choir master

The artist who conducts singers.

2-1.11 Choir

Three (3) or more artists singing together.

2-1.12 Group singer

The artist who sings in a choir.

2-1.13 Joint committee

Group of four (4) artists made up of an equal number of representatives of the UDA, on the one hand, and of the APC, on the other hand.

2-1.14 Special conditions

Any uncomfortable situation that might endanger the health and safety of the artist and/or the health or safety of persons who could be affected during the performance of his/her work.

2-1.15 Contract

A specific written agreement between the artist and the producer.

2-1.16 Doubling

The performance, by one artist, of more than one function in the same commercial.

2-1.17 Dancer

An artist whose services are retained as a dancer and who performs a choreographic work.

2-1.18 Demonstrator

An artist on-camera who visually demonstrates an object, an activity or the use of a service, but whose head is unseen.

2-1.19 Cast

List of the artists participating in a commercial.

2-1.20 Dubbing

Replacing the sound track of an original version by a track in another language, with synchronization of lip movements.

2-1.21 Understudy

An artist whose services are retained so that he may be available to stand in for another performer on a moment's notice. An understudy who appears in the image and who cannot be identified is considered an extra.

2-1.22 Duettist

An artist who participates in a singing duet.

2-1.23 Child

Any person under sixteen (16) years of age.

2-1.24 Recording

Any audio and/or visual fixation of an artist's performance.

2-1.25 Tag

Segment of a message of which the total duration does not exceed 50% up to a maximum of 12 seconds for a message lasting sixty (60) seconds or less, with a maximum of fifteen (15) seconds in a commercial lasting more than sixty (60) seconds, that is added to the main commercial in order to adapt it to an era, or a particular market, or to publicize various products or services available from the advertiser, or to change the dates or numbers mentioned therein.

In no case may the tag be used to change the signature of the advertiser originally included in the main commercial.

2-1.26 Extra

An artist whose performance serves only to create the atmosphere and is only indirectly related to the message. The extra participates only in crowd noises, is seen in long shot only and cannot be recognizable but may receive individual staging directions.

The simple fact that the extra's face may be seen does not mean that the extra can be recognizable. For instance, the camera can pan across a face quickly without necessarily making it identifiable.

2-1.27 Principal extra

An artist who can be singled out and associated with a specific character or function but whose performance has no direct relationship with the product or service advertised.

2-1.28 Superior force

A cause or an event over which the party invoking it had no control.

2-1.29 Waiting time

The period between the time of the performance call and the first hour of recording in a day.

2-1.30 Night hours

Hours required by the producer from the artist between eleven p.m. (11 p.m.) and six a.m. (6 a.m.).

2-1.31 Travel time

Time spent by the artist in travelling as required by the producer and as specified in section 7-7.00.

2-1.32 Holiday hours

Any hour required of the artist by the producer on one of the days stipulated in article 2-1.36.

2-1.33 Included hours

The hours of recording allowed according to the fee that is paid, as defined in article 10-1.01.

2-1.34 Overtime hour

Hour(s) exceeding the included hours.

2-1.35 Additional overtime

Hours beginning as of the eleventh (11th) consecutive hour of recording, as defined in article 7-1.11.

2-1.36 Legal holidays

The following days are considered legal holidays:

- a) Christmas, New Year, Good Friday, Easter, Easter Monday;
- b) the *Journée nationale des Patriotes* (the Monday immediately preceding May 25), the *Fête nationale des Québécois*, Canada day, Labour day and Thanksgiving;
- c) any day set by public proclamation as a legal holiday.

2-1.37 Manipulator

The artist who manipulates a puppet.

2-1.38 Puppeteer

The artist who manipulates a puppet and speaks its lines.

2-1.39 Member of the UDA

A member in good standing of UDA.

2-1.40 Mime

An artist who performs in pantomime.

2-1.41 Stand-by

Each day the artist must remain available to the producer.

2-1.42 Variety number

A part of a show included in a variety program, the repertoire of a circus artist or prestidigitator.

2-1.43 Pantomime

A performance in which the performers express themselves by gestures, without the benefit of speech.

2-1.44 Post-synchronization

Sound recording made after filming, or filming made after sound recording.

2-1.45 Producer

Any natural or legal person who retains the services of artists in order to produce an INM commercial.

2-1.46 Cue

The artist specifically hired to give cue lines during an audition.

2-1.47 Performance risk

The performance of an act that is beyond the general or declared experience of the artist or which would be considered unwise or dangerous.

2-1.48 Silent performer

An artist who participates in a commercial without being heard, but whose performance is directly related to its advertising content and the product or service advertised.

2.1.49 Public hall and closed circuit

Means a public location including, without limitation, a reception and waiting room, an exhibition or convention hall, a venue for a tradeshow, a store, public transportation, a bar, a club, a discotheque, a restaurant, a hotel, a stadium and an arena.

2-1.50 Soloist

An artist who sings alone.

2-1.51 Rate

Remuneration set for the services specified herein.

2-1.52 Voice-over (VO)

An artist whose voice is heard but who does not appear on camera.

CHAPTER 3 – APPLICATION

3-1.00 AREA OF APPLICATION

3-1.01

This agreement applies to any natural person who, within the meaning of the *Act respecting the professional status and conditions of engagement of performing, recording and film artists* R.S.Q. c S-32.1 practices an art for his/her own account and whose services are retained for a fee in order to exercise one of the functions indicated hereafter, in order to produce an INM commercial. The mere fact that a person's services are retained for the first time does not constitute grounds to exclude the application of this collective agreement to such person.

The functions covered herein are the following: principal performer, variety performer, stunt performer, singer, choir master, group singer, dancer, demonstrator, understudy, duettist, extra, principal extra, manipulator, puppeteer, mime, pantomime, cue, silent performer, soloist, and voice-over.

The mere fact that a function is not provided for in this collective agreement does not mean it is automatically excluded from it. In such a situation, the parties agree to refer to the Conciliation Committee.

Any person covered by this article shall hereafter be called the “**artist**”.

3-1.02

Every artist shall have the status of active member, apprentice member or permit holder from UDA.

3-1.03

The producer shall sign a UDA contract, pay a fee and contribute to the CSA for every active member, apprentice member or permit holder of UDA.

3-1.04

Any artist must be in good standing pursuant to the statutes and by-laws of the UDA, as he/she so declares in the UDA contract.

3-1.05

When retaining the services of an artist, the producer agrees to encourage to the full extent possible the hiring of active members or apprentice members of UDA.

3-2.00 INAPPLICABILITY OF THE COLLECTIVE AGREEMENT

3-2.01

This collective agreement does not apply to street or exterior scenes or to scenes filmed in public places where there are crowds such as the Olympic Stadium, the Bell Centre, sport centres, shopping centres or airports, in which the persons who appear have not been individually convoked or individually directed.

3-2.02

This collective agreement does not apply to someone who appears or is heard in a recording made by a third party Internet user on his/her own initiative, notably for personal purposes or to participate in a contest (“*User Generated Content*”) and who authorizes the producer to use it for the purposes of an INM commercial. The producer must not have directed this recording or retained the services of the third party Internet user for this purpose.

3-2.03

This collective agreement does not apply to anyone who participates as him/herself (that is, does not personify or interpret a character) in an INM commercial, notably when such person:

1. Is the official spokesperson for an advertiser.

The contract binding the official spokesperson to the advertiser must be sent to UDA within the period indicated in article 3-2.04. This contract shall clearly indicate that the advertiser has retained the services of this person as the official spokesperson in order to perform services other than those indicated in the commercial. The sums of money appearing in the original contract may remain confidential and be blacked out by the producer before a copy is transmitted to UDA.

2. Is a leading expert or an acknowledged specialist in his/her field.
3. Testifies, verbally or otherwise, regarding the product, the service or the business covered by the INM commercial or acts as a consumer regarding one of them (nor does it apply to members of his/her immediate family, friends and colleagues).
4. Is an employee, a manager or an officer of the advertiser (or a member of the immediate family, a friend or colleague) who:
 - testifies regarding the advertiser, the quality of the products or the services offered by the advertiser;
 - performs his/her actual work;
 - appears without necessarily providing a testimonial or performing his/her actual work in an INM commercial in which the advertiser wants to present his/her employees, pay tribute to them or point out their contribution to the operation of the business.
5. Appears in a message intended to present the person as a participant or winner of a contest (or as a member of the immediate family, a friend or a colleague of this person) organized by the advertiser and open to the public (for example: to win at the lottery, a publicity contest, etc.).
6. Appears in a “spontaneous reaction” commercial for which:

- the advertiser has set up a situation for the purpose of getting reactions from the public (passersby on the street, in a public area, etc.) and to record their reactions;
 - the advertiser has not invited or convoked the person individually;
 - the person was not previously aware of the recording or that he/she could appear in an commercial, nor had he/she received any instructions.
7. Is an elected official or a political candidate (or a member of the immediate family, a friend or colleague of this person) who appears in an INM commercial of a political party.
- Furthermore, it does not apply to persons appearing in scenes that have already been filmed (crowds, press conferences, news reports, etc.) or who will be called upon to be in scenes with the elected officials or candidates (e.g.: work session with the party's staff, etc.) who obviously can be called, retained and directed.

However, it is understood that the collective agreement applies to any artist whose services have been retained for this INM commercial.

3-2.04

The producer shall inform UDA as quickly as possible before the shooting of an INM commercial covered by article 3-2.03. The producer shall also transmit to UDA and to APC, 72 hours before said shooting or as soon as the information is available, the names and occupations of each person who will participate, or who has so participated in an INM commercial covered by article 3-2.03 when this information is not available before the shooting, and indicate the paragraph in article 3-2.03 that is involved.

3-2.05

The parties acknowledge that UDA has no responsibility, obligation or power as regards any person covered by section 3-2.00.

3-3.00 PERMIT COST

3-3.01

Pursuant to the statutes and by-laws of UDA, any artist whose services are retained to exercise any of the functions covered in this collective agreement and who does not have the status of an active member must pay for a permit as an apprentice member or as a permit holder member.

The producer shall deduct from the artist's fees a sum of thirty dollars (\$30.00) to pay for the permit indicated above and send the payment to UDA within the timeframe stated in article 5-2.02.

3-4.00 CONCILIATION COMMITTEE

3-4.01

UDA and APC shall set up a Conciliation Committee to deal with any dispute regarding the applicability of this collective agreement to any person.

3-4.02

The Conciliation Committee is composed of two (2) representatives of UDA and two (2) representatives of APC. The Committee acts as an advisor and may not amend any provision of the collective agreement. It has a double mandate:

- a) it attempts to resolve any dispute as described in the previous article;
- b) it documents by means of minutes the history of the disputes it is called upon to deal with and the recommendations made to the parties during its mandate, in order to describe as clearly as possible the notion of artist and the area of application of this agreement.

3-4.03

The Conciliation Committee shall issue recommendations within 48 hours after receiving a notice requesting its services to settle a question amicably.

These recommendations do not bind the parties and may not be filed in evidence, as a precedent, in any litigation, including the arbitration of a grievance, an application to the CRT or the arbitration of a dispute.

3-4.04

If the disagreement persists, the producer nonetheless proceeds with the production of the INM commercial and either party may resort to the grievance procedure and eventually to arbitration or to an application to the CRT, as the case may be, to determine a performer's status and whether the collective agreement applies to this person and, if it does, that the minimum conditions of engagement provided for in the collective agreement be respected. In such a case, the parties might consider using a fast-track procedure.

CHAPTER 4 – GENERAL PROVISIONS

4-1.00 General

4-1.01

The producer shall respect the terms of this collective agreement as regards both the production and the broadcasting of an INM commercial.

4-1.02

The artists shall respect the producer's policy regarding publicity. Likewise, the producer shall respect their religious, political, moral or artistic principles. As such, the artist may, if he/she so requests, see the script before accepting the performance call, failing which the script shall be deemed to have been accepted.

4-1.03

The producer shall be responsible for the choice of artists he/she hires, except in the case of gross negligence on the part of such artists.

4-1.04

UDA ensures that the conduct of its members is irreproachable when executing their contracts.

4-1.05

A recording made without the artist's knowledge may not be used without such artist's written authorisation.

4-1.06

The producer shall ensure that the artists are treated civilly, that they are suitably lodged and that they travel safely. The producer shall also ensure that their personal effects are safely stored.

4-1.07

UDA and APC undertake to repress any attempt to discriminate against one of their members by a member of the other organization.

4-1.08

The artist is entitled to work in an environment that is free from psychological harassment. The producer agrees to abide by the statutes and regulations that apply to psychological harassment. Said producer must take reasonable means to prevent such

behaviour and, when such behaviour is brought to his/her attention, to make it stop. As regards the artists, they shall cooperate with the producer to ensure that any vexatious behaviour that could lead to psychological harassment is eliminated.

4-1.09

The parties recognize that this agreement cannot foresee every issue that may arise. Should the production of an INM commercial involve a situation not foreseen in this collective agreement, the producer may conclude a private agreement with the artist regarding the situation. A copy of this agreement shall be transmitted without delay to UDA and APC. UDA and APC shall submit these issues to the Joint Committee which studies them and makes its recommendations promptly. The Joint Committee's recommendations are enforceable as soon as they are agreed upon.

Should there be an exceptional situation, the parties shall submit the problem to the Joint Committee at least ten (10) days before recording.

4-1.10

Weekends and legal holidays are included when computing the timeframes.

4-2.00 Liability

4-2.01

The producer and his/her advertiser client are solely liable for the production and use that is made of an INM commercial produced pursuant to this collective agreement.

A producer who assigns his/her rights in an INM commercial shall only be released from his/her obligations to the artist from the moment he/she sends UDA a written agreement from his/her assignee stating that the assignee shall respect any contract of a particular artist and, therefore, this collective agreement with regard to the INM commercial in question.

In the absence of an assignment, if the producer who is a party to the contract is able to demonstrate that the INM commercial was used by another APC member, and that he/she unsuccessfully did everything he/she could to obtain such an undertaking, such other APC member shall alone be responsible for respecting the artist's contract and this collective agreement with regard to the INM commercial in question.

4-2.02

The producer is liable for an INM commercial he/she produces and whose broadcasting is under his/her control, even if it is in a free media such as YouTube or on the advertiser's Facebook page. For instance, an INM commercial specifically put online on YouTube by the producer or the advertiser shall be the producer's responsibility, whereas a

commercial or a portion of a commercial put online by a third party or some Internet user shall not be.

Upon request by the artist or UDA, the producer shall require the owner of a website making an unauthorized broadcast to withdraw it immediately.

4-2.03

The producer shall defend and save harmless the artist regarding any judgment rendered against said artist or resulting from the provision of his/her services, or from the instructions given by the producer to the artist during the recording of an INM commercial, including any statement made by the artist and reproduced in the INM commercial, as long as the artist transmits to the producer a copy of the claim as soon as he/she receives it.

However, the producer may be released from liability by establishing that the artist has not respected his/her instructions or has significantly derogated from them.

4-2.04

A producer or an artist who infringes these rules may be subject to a grievance.

4-2.05

Between themselves, the parties shall only be liable for damages resulting from their own fault or negligence and on condition the damages have been incurred after the signing of the contract.

4-2.06

The producer is not relieved of any of his/her obligations towards the artist by entrusting his/her auditions to a third party or by having such third party perform them.

4-2.07

A producer cannot have artists work with an artist who has declared not being in good standing with UDA as provided in article 3-1.04.

4-3.00 Irregular status

4-3.01

The status of a producer or of the artist may only be considered irregular if they infringe this agreement, as so declared in an arbitration decision.

4-3.02

In the best interest of the industry, following an arbitration decision concluding that there is an irregularity, the parties may broadcast this decision without incurring any liability.

CHAPTER 5 – RELATIONS BETWEEN THE PRODUCER AND UDA

5-1.00 General

5-1.01

The parties undertake to maintain their member list up to date and to make it accessible at all times, preferably over the Internet.

5-1.02

UDA may delegate a representative for any recording by the producer. The representative shall carry out his/her duties without interfering in the studio work. To the same extent, the producer shall facilitate the representative's task. UDA agrees to ensure that the representatives are bound by professional secrecy.

5-1.03

In the event of a dispute, the producer must send UDA any commercial, properly identified by its title, date of recording or any other indication which reasonably allows it to be identified (description of the content, broadcasting date(s), website, etc.).

5-1.04

The producer shall transmit to UDA and APC the following information by email:

- 1) the date, time and location(s) of shooting;
- 2) the name of the agency and the advertiser;
- 3) the name of the product;
- 4) the complete list of the cast and the rates accepted by the artists;
- 5) the special conditions;

AND TO DO SO,

for sound recording:

- 6) twelve (12) hours before the recording date,

for filming:

- seventy-two (72) hours before the recording date.

In all cases where the producer was unable to send these information to UDA within the timeframe indicated above, he/she shall send them to UDA as quickly as possible before the time of the performance call.

5-1.05

UDA reserve the right to require the deposit of a sum guarantying the artist's fee in the case of:

- a) a new producer having less than one (1) year of existence;
- or
- b) a producer who has been late in making payments owed pursuant hereto during the last three (3) months.

5-2.00 Payments, deductions, timeframes

5-2.01

All payments resulting from this agreement that are owed to UDA members, including overscale fees, shall be sent to UDA either on behalf of the artist as regards the fee, or on behalf of the *Caisse de sécurité des artistes*, as the case may be. All payments resulting from this agreement that are owing to the artists who are not members of UDA, including overscale fees, shall be sent directly to the artists concerned.

5-2.02

Payment of fees shall take place within twenty (20) days following the recording or the beginning of the use period, as the case may be. The producer shall transmit to UDA a declaration of use based on the form produced as Schedule B, containing the information about the artists whose services have been retained, indicating all the payments owed to them, including the payments themselves, and the payment to the *Caisse de sécurité des artistes* (article 5-2.03) as well as the union dues and the permit fee which are deducted from the artists' fees.

5-2.03

The producer agrees to pay the *Caisse de sécurité des artistes* as contribution a sum equal to thirteen percent (13%) of all the fees. Moreover, pursuant to the statutes and by-laws of UDA and to the by-laws of the CSA, the producer agrees to deduct a sum equal to four and a half percent (4½%) of all the fees of active members and apprentice members, for union dues and contribution of the artist to the *Caisse de sécurité des artistes*. This latter deduction shall be of twelve percent (12%) for permit holders rather than four and one half percent (4½%).

The sums collected or paid on behalf of the apprentice members and the permit holders of UDA as contribution to the *Caisse de sécurité des artistes* belong to the *Caisse's* general fund.

5-2.04

If within thirty (30) days of the receipt of the amounts specified in articles 5-2.02 and 5-2.07 the UDA has not been able to contact one of the beneficiaries, the UDA shall notify the producer thereof. If the producer is unable to contact the beneficiaries within thirty (30) days following this notice, he shall issue a global cheque payable to the UDA

to replace and in the amount of the cheques that have not been cashed. The endorsement of this cheque by the UDA means that the UDA assumes full responsibility for all claims by these beneficiaries as to the payment of said fees, and releases the producer from all responsibility concerning payment of these fees.

5-2.05

The producer shall not make any deduction from the artists' fees, other than those prescribed by law or provided for herein.

5-2.06

Should the producer hire a member of UDA through a third party, the producer cannot make a payment that is less than the rate.

5-2.07

If the producer fails to make his/her payments to the artists, via UDA, within the timeframe indicated in article 5-2.02, he/she shall pay damages to the artist of four dollars (\$4) per commercial and per working day of delay.

However, after thirty (30) days of delay, these damages stop accumulating unless UDA informs the producer by registered mail that the due date has elapsed. In such a case, if the full payment plus the damages have not been paid within twelve (12) working days following the notice, the artist shall be entitled to additional damages of eight dollars (\$8) per working day and per commercial, retroactively to the date the notice was received.

5-2.08

Any *bona fide* defense by the producer suspends the application of article 5-2.07 until there has been an agreement or an arbitration decision has been rendered. Any payment owed shall be made within ten (10) days of the agreement or of the arbitration decision, after which the penalties indicated in article 5-2.07 will begin to be applied.

5-2.09

The distribution and the use of each ad appear on the form called "Declaration of use of commercials", as an attachment.

There are five (5) copies of the form: the producer keeps one (1) copy, transfers one (1) copy to the APC offices and three (3) copies to the UDA offices, within twenty (20) days following the recording session or the beginning of the use period.

CHAPTER 6 – CONTRACT AND EXCLUSIVITY

6-1.00 Contract

6-1.01

The producer shall inform the artist before the conclusion of his/her contract of all the relevant information, including the advertiser's identity, the name and the nature of the products and/or services that will be the subject of the recording and, to the extent possible, a brief description of the proposed script. Even if all of the uses to which the recording will eventually be put have not yet been identified, the producer shall have identified the main concept.

6-1.02

The contract concluded between the artist and the producer must contain at least all the information required in the attached form.

6-1.03

The artist shall sign section I of the contract before the recording session and section II after the same recording session. The contract shall be drafted in four (4) copies. The producer shall send (1) copy to UDA with his/her payments, keep one (1) copy, and give one (1) copy to the artist and one (1) copy to APC. The information contained in section II of the contract shall be deemed accurate if it is not contested by either party within five (5) working days following its signing. In the event the contestation is done by mail, the post mark shall be evidence of the date of the contestation. It must be in writing by both parties. At the same time, an artist who is a member of UDA shall provide a copy of his/her contestation to UDA.

6-1.04

If an artist cannot complete his/her contract because of illness, the producer shall pay him/her the basic rate provided for in this agreement prorated to the work performed and the costs incurred. It is the artist's responsibility to prove he/she was prevented from performing because of illness.

6-1.05

No contract shall contain provisions that are inferior to those of this agreement. Nothing prevents an artist from enjoying a higher fee than the set rate, or working conditions more advantageous than those herein.

6-1.06

Each party may terminate his/her contract, whether it is written or verbal, up to forty-eight (48) hours before the time of performance call.

6-1.07

When one of the parties terminates his/her contract, whether written or verbal, less than forty-eight (48) hours before the time of performance call and without any superior force, the party then owes the other the fee indicated in the contract.

6-2.00 Exclusivity

6-2.01

Any exclusivity granted by the artist must be expressly written in the contract.

a) Exclusivity for competitive products and services

Exclusivity may only be granted by an artist hired at the minimum rate for ads on products or services which are directly competitive. Two products or services are directly competitive when they are of the same nature, but have two (2) different trade names or brands (e.g.: Pepsi/Coke, Ford/Chevrolet, Colgate/Crest, real-estate broker ReMax/real-estate broker La Capitale, etc.).

A product or service shall not be considered competitive with another simply because both are made or offered by the same advertiser, or because they are made or offered by advertisers who are in competition for products or services other than those that are the subject of the INM commercial.

b) Exclusivity for non-competitive products or services

Exclusivity may only be requested for non-competitive products (e.g.: beer, milk, soft drinks) when the artist is paid a fee greater than or equal to one hundred and fifty percent (150%) of the single rates for recording and use.

c) Exclusivity cannot be demanded

1. Artists from the demonstrator, extra or group singer category need not grant exclusivity to the producer.

2. Exclusivity may only be requested in the case of voice-over when the artist is paid a fee greater than or equal to one hundred and fifty percent (150%) of the single rates for recording and use.

6-2.02

An artist must respect exclusivity for the period indicated in his/her contract starting on the date the INM commercial is put online, which must be done within the timeframe indicated in article 8-1.01. However, if putting online is done outside of the timeframe required in article 8-1.01, the exclusivity period starts ninety (90) days following the recording date and one hundred and fifty (150) days following the recording date if the

producer has used his/her right to extend the time for putting online, by paying to the artist fifty percent (50%) of the use rate for the twelve (12) month period of Table A.

An artist, who knowingly participates in the recording of an INM commercial which infringes the exclusivity by which such artist is bound, may be called upon to reimburse the totality of the fees received from the second advertiser for this new INM commercial and the producer's contribution to the *Caisse de sécurité des artistes*.

CHAPTER 7 – WORKING CONDITIONS

7-1.00 General

7-1.01

The artist reserves the right to refuse to work under conditions which he/she deems were not indicated in the performance call.

7-1.02

The performance of an artist whose services are retained by the producer shall normally be executed between Monday and Friday inclusively. It may also be executed on a Saturday or a Sunday if this is agreed upon with the artist at the time his/her services are retained or subsequently with his/her consent.

7-1.03

The recording of a commercial is done during recording days, which in turn are divided into sessions.

7-1.04

There cannot be more than three (3) sessions per day and the total must not exceed fifteen (15) hours.

7-1.05

A recording day generally lasts eight (8) hours without, exclusive of meal periods; it starts at the time of the performance call and ends a half hour (½ h) after the artist has been dismissed, this half hour if for make-up removal or costume change, if need be.

7-1.06

A recording session is made up of consecutive hours and shall not last more than six (6) hours plus a fifteen (15) minute period, if needed to finish a scene.

7-1.07

In the event a recording session lasts more than six (6) consecutive hours or six hours fifteen minutes (6:15) if the grace period indicated in article 7-1.06 is used, each hour or part of an hour so exceeding this timeframe a penalty shall be paid at the included hourly rate for each function involved, based on half hours, without being deducted from included hours.

7-1.08

Included hours are taken the same day and shall be consecutive at all times.

7-1.09

The artist shall arrive at the hour stated in the performance call. The producer may deduct from the artist's fee the equivalent of one included hour of the rate stated in the contract for each half hour (½ h) the artist is late, starting at the time indicated in the performance call, and the artist's included hours will only begin to accumulate as of his/her effective time of arrival.

7-1.10

Production conferences that take place during a recording form an integral part of the recording hours.

7-1.11

After the eight (8) included hours in the recording session, the ninth (9th) and tenth (10th) hour shall be paid at the overtime rate, whereas the eleventh hour and any additional consecutive hour shall be paid at the additional overtime rate. An overtime hour and an additional overtime hour that occur during night hours shall be adjusted proportionally to the night hour rate.

7-2.00 Rest and meals

7-2.01

An artist is entitled to twelve (12) hours of rest between the end of a day of recording and the beginning of the next one. Any time worked during this period shall be paid at the overtime rate, or night overtime rate and includes any excess holiday hours, if such is the case.

7-2.02

Between two (2) sessions, an artist is entitled to at least one hour (1 h) of rest but no more than one hour and a half (1:30). These rest periods may coincide with meals.

7-2.03

During a session, an artist is entitled to ten (10) minutes of rest per hour and twenty (20) minutes every two (2) hours, depending on the pace of production. These rest periods form an integral part of the hours of work.

7-2.04

Meals last at least one (1) hour and no more than one hour and thirty minutes (1:30). The interval between the end of a meal and the beginning of the next one shall be at least four (4) hours.

7-3.00 Fitting, photo and rehearsal sessions, costumes and make-up

7-3.01

Fitting, photo and rehearsal sessions are set by appointment. They may take place during the same performance call.

When they are set during the hours and at the place of recording, they are part of the recording hours. Otherwise, they are paid on an hourly basis with a minimum of two (2) hours included at the rate of the function indicated in the contract.

Fitting, photo and/or rehearsal sessions occurring outside the city of the regional UDA branch to which the artist belongs and which do not take place on the recording day are paid at a minimum of two (2) hours for travel, except where the fitting, photo and/or rehearsal sessions take place at a shooting location and require group travel, or the artist is already at the shooting location pursuant to article 7-7.01. An artist who lives within a radius of less than forty (40) kilometres from the location of the fitting, photo or rehearsal location is not entitled to this compensation.

7-3.02

At the producer's request, the artist may provide one or several items of clothing or accessories already in his/her possession, to the extent this does not constitute a condition of hiring.

An artist who so provides clothing other than those he/she wears upon arriving for the recording, is entitled to a twenty-five dollar (\$25) indemnity whether or not the clothes are used.

7-3.03

The producer shall reimburse the artist, upon presentation of appropriate vouchers, for any damages caused to his/her work clothing or accessories, on condition that the artist reports the damages before leaving the premises and establishes that the damages were caused by the negligence of the producer.

On the other hand, the artist shall reimburse the producer, upon being shown appropriate vouchers, the damages caused to the items entrusted to him/her, on condition that the producer reports the damages before leaving the premises and establishes that the damages were caused by the negligence of the artist.

7-3.04

The producer shall pay the artist the current price for leasing any costume or accessory that the artist provides at the request of the producer and which is not normally part of his/her wardrobe.

7-3.05

Make-up sessions are considered to be recording hours.

7-3.06

The producer shall make the make-up material available to the artists. As regards composition make-up, the producer shall make the requisite personnel available to them.

7-3.07

When the producer asks an artist to have his/her hair done, to tan or to see a beautician before the recording, the producer shall pay the cost of the session and the equivalent of two (2) included hours at his/her rate.

7-4.00 Audition

7-4.01

The first hour (1 hr) of audition is free. This first hour of audition is calculated from the moment the artist is ready to begin the audition. The artist must be ready to begin his or her audition at the time mentioned on the invitation, and this includes filling out and submitting the information sheet required by the producer or casting agency. Any time exceeding the first hour of audition will be paid at a rate of seventy dollars (\$70) per hour or per block of additional time, with a minimum of one (1) hour.

The first hour of a callback audition will be paid at a fixed rate of fifty dollars (\$50). The artist must be ready to begin his or her audition at the time mentioned in the callback invitation, and this includes filling out and submitting the information sheet required by the producer or casting agency. Any time exceeding the first hour of audition will be paid at a rate of seventy dollars (\$70) per hour or per block of additional time, with a minimum of one (1) hour.

The producer or his/her representatives agree to set the exact time for an audition or call back. An artist who is more than ten (10) minutes late shall have the time for the beginning of the audition or call back set at the time said artist was in fact ready to begin the audition or call back. Moreover, if auditioning a late artist is inconvenient to the producer (scheduling, overtime, fees, etc.), he or she may refuse to let the artist audition.

This clause does not apply to auditions offered by the artist, i.e. when artists were not called in by the producer.

For the purpose of applying this article, the producer asks all candidates to include the following information on a time sheet: the artist's name, the time appearing on the invitation to audition for a given role, the artist's arrival time and the start and end time of the audition. The sheet must be signed by the artists and the producer or the producer's representative. Once the audition is over, the producer sends a copy of this time sheet, filled out by all artists who were invited to audition, to the UDA.

7-4.02

On his/her audition notice (*breakdown*), the producer shall clearly indicate the products and services considered competitive or incompatible as well as any element or criteria, such as the number or the type of commercials in which the artist participated during a given period, and which would automatically exclude the artist even before the audition takes place. He/she must limit him/herself to this list and not add any at the time of the audition.

7-5.00 Request to be on stand-by

7-5.01

If at the time of confirmation of the artist's engagement the recording date has not been clearly set, the producer may ask the artist to be on stand-by on certain dates and times. Should the start time not be indicated, it shall be deemed to be at nine a.m. (9 a.m.).

The stand-by is valid from the moment of its confirmation by email or other writing transmitted to the artist.

Except if the producer cancels the request to be on stand-by by transmitting a notice to this effect to the artist by email or by other written means at least ninety-six (96) hours before the call time, the producer must compensate the artist by means of a sum equal to fifty percent (50%) of the rate of the function held by the artist per day or part of a day of stand-by.

This compensation does not apply to the day on which the recording takes place and for which the artist receives a recording fee.

7-6.00 Postponed performance call

7-6.01

With the consent of the artist, a performance call may be postponed, as to time or date; it is however acknowledged that night time and holiday hours exist and shall give rise to the compensation as follows:

a) If the producer postpones the recording time from the calling time, the artist shall be compensated an amount equal to an included hour of his/her negotiated rate or, failing this, the rate provided for in this collective agreement, for each postponed hour.

This compensation shall not apply if the time change notice is received by the artist at least thirty-six (36) hours before the scheduled time of the performance call.

b) If the producer postpones the actual date of the performance call to a date subsequent to the one initially scheduled, he shall pay the artist the following compensation:

- within a radius of forty (40) kilometres from the downtown area of the city where the artist's branch of the UDA is located, a sum equal to seventy-five percent (75%) of the recording rate for the artist's function;

- outside a radius of forty (40) kilometres from the downtown area of the city where the artist's branch of the Union is located, a sum equal to ninety percent (90%) of the recording rate for the artist's function. However, an artist who resides in a radius of less than forty (40) kilometres from the place of performance call shall only be entitled to seventy-five percent (75%) as indicated in the previous subparagraph.

This compensation shall not apply if the date change notice is received by the artist at least thirty-six (36) hours before the date stipulated in the performance call.

c) If the producer cancels a recording day because of bad weather, he shall pay the artist for each day so cancelled:

- fifty percent (50%) of the recording rate for the artist's function, as provided in this agreement.

7-6.02

If the producer makes a recording, in whole or in part, for which the performance call had been postponed, he shall use the same artists in the same functions, unless he can prove that they are no longer available.

7-6.03

If the producer calls an artist back to work after such artist has left the premises of work, the minimum owed for performing a function on-camera is four (4) hours, and two (2) hours for performing a function off-camera, at the hourly rate for the particular function as shown in the Table in article 10-1.01.

7-7.00 Travel

7-7.01

If a producer calls an artist to a location outside of a forty-kilometre (40-km) radius from the downtown area where the artist's regional branch of the UDA is located, and makes no transportation facilities available, the producer shall pay the artist's transportation at an economy class fare for long airline flights, and the first class fare for any other means of transportation. This paragraph does not apply when the shooting location is within a forty (40) kilometre radius from the artist's residence.

In addition, the producer shall pay, at the rate for travel time, the time of a round-trip with a minimum guarantee of three (3) hours and a maximum of eight (8) hours per twenty four hour (24-hr) period. It is agreed that the round-trip by airplane between Quebec City

and Toronto shall be equivalent to six (6) hours, Montreal-Toronto to four (4) hours and Montreal-Quebec City to three (3) hours. If the production takes place outside Canada, travel time shall include all hours spent in flight and transit, plus two (2) additional hours for ground transportation.

Upon presentation of vouchers, the producer shall also pay for the taxi between the artist's residence and the airport, and the return trip or, at the artist's option, the sum of forty-three cents (\$0.43) per kilometre between the artist's residence and the airport, and the return trip, as well as the cost of airport parking.

7-7.02

The producer may refuse the artist permission to travel by any other means than airplane or train.

7-7.03

The downtown area of the city where the artist's regional branch of the UDA is located shall be used as the departure and arrival point in establishing distances travelled. Artists who are already on location and under contract shall not be entitled to these hours nor to travel expenses.

7-7.04

Except when the producer provides the transportation, the artist shall be solely responsible for accidents in which he/she might be involved during the trip.

7-7.05

In the case of a production made outside of a forty-kilometre (40-km) radius from the downtown area where the artist's regional branch of the UDA is located, each convocation date during which there is a recording session shall be paid at least the equivalent of the rate of the function for which the artist's services have been retained, plus the equivalent of one (1) included hour at the rate for the function for which the artist's services have been retained. Each waiting day that the artist agrees to shall be paid at least the equivalent of fifty percent (50 %) of the rate of the function for which the artist's services have been retained.

These conditions do not apply to an artist who lives within a forty (40) kilometre radius from the place of recording.

7-8.00 Doubling

7-8.01

Doubling occurs when, within the same commercial, the artist:

- a) fulfills a function on camera other than a principal performer and is also a voice-over;
- b) interprets the role of various characters within the same commercial, except for an entertainer or an imitator;
- c) is a soloist or duettist off-camera and a voice-over;
- d) performs more than one (1) melodic line, used simultaneously;
- e) performs a melodic line that will eventually be subject to technical harmonization;
- f) sees the recording of his/her performance enhanced through special effects, without any change to the performance.

In the cases of paragraphs d), e) and f) of article 7-8.01, the remuneration for doubling is limited to double the fee.

7-8.02

The performance of one of the functions indicated in article 3-1.01 includes participation in scenes as an extra. The performance of a soloist includes participation in the choir scenes related thereto.

7-8.03

In the event of doubling within the meaning of article 7-8.01, the artist shall receive a recording fee for each of the functions held and a use fee for each of the functions performed and which is included in the final editing of the commercial put online.

Any hour worked beyond the included hours shall be paid at the overtime rate or at the additional overtime rate, as the case may be, but only for the functions that are part of the continuation of the recording beyond the included hours. The hours are mandatorily consecutive and uninterrupted, as regards each function.

The adjustments for night hours, or for hours performed during a legal holiday, are multiplied by the number of functions performed during either of these periods.

7-9.00 Special conditions for the hiring and the work of children

7-9.01

“Accompanying person”: means the child’s legal representative or a person having reached the age of majority designated by the child’s representative to accompany the

child for rehearsals and for the recording of the INM commercial and who watches the child at all times and sees to his/her welfare and security.

7-9.02

“Child’s legal representative”: means either of the child’s parents exercising legal authority, or the child’s legal guardian or a person of majority age designated by the parents or by the child’s legal guardian. The child’s legal representative’s identity must be disclosed to the producer before the child is hired.

7-9.03

The parties signing this agreement agree that special attention must be given to the child for fatigue and inadequate working conditions. The producer agrees to ensure constant supervision and to ensure the child’s welfare.

7-9.04

The audition of a school age child shall ordinarily take place after regular class hours, and shall take into account travel time unless otherwise agreed to with the parent.

7-9.05

Should a child of less than six (6) years of age be hired, there must be an accompanying person in attendance.

For the application of this clause, there must always be an accompanying parent or, at least, a designated person per group of three (3) children.

7-9.06

At the time of hiring, the producer must inform the child’s legal representative of the hiring conditions and more specifically, but without limitation, the location, the days and hours of work, the working conditions, the possible dangers and the skills required.

7-9.07

If the legal representative of the child is of this opinion, the producer must retain the services of a private tutor for a child required to work more than three (3) consecutive days of classes. The producer must obtain this opinion before hiring the child.

If the opinion is that a private tutor is required, the producer must then submit the private tutor’s qualifications and the curriculum for approval by the legal representative. The producer shall bear the entire cost of the services provided by the private tutor.

7-9.08

A child’s work day is as follows:

- two (2) years or less: four (4) hours;
- three (3) to six (6) years: six (6) hours;
- seven (7) to twelve (12) years: eight (8) hours;

These periods exclude meals and waiting time and there may be no overtime.

7-9.09

A child's meal period may never be more than five (5) hours after the performance call. After a two (2) hour session, the producer shall provide the child with a snack.

7-9.10

The duration of a child's work for rehearsals or recordings is limited as follows:

- **7 years of age and less:**
 - 30 consecutive minutes of work (15 minutes of rest);
- **8 to 12 years of age:**
 - 60 consecutive minutes of work (15 minutes of rest).

7-9.11

There may not be less than twelve (12) hours of rest between the end of a workday and the beginning of the following workday. There may not be any transportation during the twelve (12) hours of rest. However, if the legal representative consents, there may be an encroachment on these hours of rest, subject to paying double the recording rate of the function covered in the contract.

7-9.12

The legal representative shall ensure the child's welfare and may be in attendance at all times when the child is working and, subject to production requirements, is entitled to be sufficiently close to the child to be able to see and hear him/her. The legal representative must not interfere with the production nor bring any other person who has not been hired by the producer.

If the child's legal representative decides to be represented by an accompanying person, this person must be accepted by the producer.

7-9.13

When a child is asked to spend the night away from his/her home, he must be accompanied by a legal representative or an accompanying person who shares the child's room, if need be. If the legal representative or the accompanying person cannot be in attendance, the producer must hire a responsible person.

The producer assumes the cost of the transportation, lodging and meals of the legal representative or of the accompanying person at the same rate and in the same manner as the artist's expenses are assumed pursuant hereto.

7-9.14

The child must have a place where he/she can rest and, if he/she is involved in a night filming, there must be a bed on location.

7-9.15

When the producer convokes one or several children, he/she undertakes to ensure constant supervision and to see to their well-being. As soon as the producer hires a child,

he/she shall designate a person who is responsible for the child's well-being and safety and he/she so informs the legal representative.

When six (6) or more children are hired, the principal occupation of this person is to ensure the welfare and the safety of the children. This person must be at least eighteen (18) years of age.

7-9.16

When transportation is at the producer's expense, he/she must ensure that the child may leave normally as soon as his/her day of work is completed.

7-9.17

When a child must eat a food item during the shooting of a commercial, the producer must hire a nurse or a child-care worker having the same mother tongue as the child.

7-9.18

The producer agrees that UDA may intervene on behalf of the child's legal representative regarding the signing of the contract and its filing. The producers will accordingly hand over to UDA the payments owed hereunder.

7-9.19

The producer acknowledges that UDA has, as regards the child whose services have been retained by the producer, the same rights and obligations as those stated in article 1-1.01a) of this collective agreement.

7-9.20 FUND DEDICATED TO MINORITY-AGED ARTISTS

In November 2015, UDA created a fund dedicated to artists under the age of 18 years (hereafter called the "minority-aged artists") having the status of active member or apprentice member of UDA, hereafter called the "**Fund**", which is administered by the Caisse de sécurité des artistes, hereafter the "**CSA**".

PARTICULAR TERMS AND CONDITIONS RELATING TO THE PAYMENT OF FEES

The producer agrees to deduct the equivalent of twenty-five percent (25%) of the minority-aged artist's fee. This sum shall be deposited in the Fund dedicated to this effect.

The producer shall turn over the amount to the CSA for and on behalf of the minority-aged artist, using the form called Declaration of Use of Commercials (see Schedule B), and shall do so pursuant to the provisions of section 5-2.00 (Payments, deductions, timeframes) of the collective agreement.

The producer shall clearly write on the cheque stub of the minority-aged artist the amount deducted from his/her fee in order to deposit in the Fund on his/her behalf.

UDA recognizes that the producer's only obligations according to this article are to deduct the percentage from the fee owing to the minority-aged artist and to remit it to the CSA according to the terms and conditions indicated. This remittal to CSA of the payment covering twenty-five percent (25%) of the fee deducted from the minority-aged artist is the equivalent of the CSA taking over responsibility, via the Fund, of all claims of this artist regarding the sums owing once he/she reaches the age of majority.

As soon as the minority-aged artist reaches the age of eighteen (18) years, the sums then held on his/her behalf in the Fund shall be entirely remitted to him/her.

7-10.00 Special conditions for the hiring and work of dancers

7-10.01

As soon as the producer hires a dancer and choreography needs to be created, modified, directed, adapted or supervised, he/she shall hire a choreographer.

7-10.02

The performance call of a dancer always includes an initial half-hour of warm-up and each hour of work shall include a ten (10) minute rest. These periods are part of the included hours.

7-10.03

Based on the requirements of the choreography and given the circumstances for the shooting, the producer shall ensure that the dancer will only perform on a safe surface.

7-10.04

The producer agrees to provide any item of clothing essential for the costume (including shoes, stockings, leggings, etc.).

The shoes must be appropriate for the performance requested, and must be safe, in good condition and appropriate given the size and the shape of the foot. They must be distributed at the beginning of the rehearsals in order to ascertain whether they require any adjustments.

When so requested by the dancer and when necessary, the shoes must have protection against slipping and reinforcement of the heels. However, the dancer must so inform at the rehearsal or at the time of hiring, on condition he/she has been provided with the information required to so ascertain.

7-10.05

The producer must ensure that ice is available on the set at all times.

7-10.06

During the audition, a dancer is never left alone while performing.

7-11.00 Special conditions for the hiring and the work of stunt performers

7-11.01

As soon as a producer hires a stunt performer for a stunt requiring the intervention of a stunt coordinator, the producer shall hire a stunt coordinator having the experience required to assess the stunt and to coordinate and supervise its execution.

7-11.02

When the producer hires a stunt coordinator, such person will determine whether it can be done, will plan and prepare the stunt, and determine the number of persons required and the precautions that need to be taken.

7-11.03

The audition of a stunt performer may only be used to determine whether he/she meets the photographic or cinematographic criteria. He/she cannot be asked to perform the projected stunt. However, he/she may be requested to provide evidence of his/her skills.

7-11.04

A written contract must be signed between the stunt performer and the producer before the performance of any stunt and the contract must contain the following clauses:

- a) the exact nature of the stunt and the number of takes included;
- b) the stunt performer's consent to execute the stunt as described;
- c) the stunt performer's fee and the fee for each take above and beyond those already included.

7-11.05

If the stunt performer is asked to perform a stunt that is different from the one described in the contract, he/she may refuse to do so, in which case he/she will be paid the fee of a principal performer, and may reserve the right to negotiate an additional fee or to sign a new contract.

7-11.06

The producer must take all necessary measures to ensure that the stunt performer's work is performed in the safest conditions possible. The producer must meet any reasonable request of the stunt performer in this regard.

Without limiting the foregoing, the producer shall notably ensure that:

- if the stunt performer is requested to work with an animal who could exhibit dangerous behaviour, then the tamer or trainer shall be present;
- if the stunt performer is requested to work with explosives, that a special effects specialist is present.

7-11.07

Following the execution of an exhausting physical stunt, the stunt performer is entitled to a fifteen (15) minute rest, in addition to the time required to change.

7-12.00 Health and safety**7-12.01**

When a producer asks an artist to perform an act that goes beyond his/her general experience or which could be considered perilous, and which does not specifically appear in the contract or for which the performance conditions differ substantially from those stated in the contract, the artist may either refuse to perform, in which case he/she will be paid for his/her normal day of work, or may negotiate an additional fee.

7-12.02

The producer must take every necessary means to ensure the health and safety of the artists. He/she must also ensure they are treated civilly, are conveniently lodged, travel safely and that their personal effects are stored safely.

7-12.03

The producer shall provide an artist who is injured while executing his/her contract with the help necessary to obtain first aid.

CHAPTER 8 - RULES FOR THE USE OF A COMMERCIAL

8-1.01

A commercial must be put online at the latest ninety (90) days following the end of the recording session. If the broadcasting of the commercial has not started within this ninety (90) day timeframe, the producer may add sixty (60) days to it by making an extension payment, to the care of UDA, of fifty percent (50%) of the use rate for the twelve (12) month period of Table A, for all functions other than extra or demonstrator. This payment must be made before the expiry of the first ninety (90) day timeframe.

If the authorized timeframe has expired, namely ninety (90) days after the recording (or one hundred and fifty (150) days if the extension has been paid), the INM commercial may then only be used with the artist's written authorization.

8-1.02

If an INM commercial ceases to be used for six (6) consecutive months following the last day of a use period, it may only be put back online with the written authorization of each of the artists concerned.

8-1.03

If a commercial covered by article 8-1.02 is put back online without the artists' written consent, the producer shall then immediately withdraw the commercial upon notice by UDA sent by registered mail and he/she shall pay each artist concerned one hundred and fifty percent (150%) of the use fee indicated in his/her initial declaration of use, with such fee being adjusted proportionally to the rate in effect, if need be.

Notwithstanding the foregoing, if the INM commercial has not been withdrawn at the end of the use period because of an error by the media, the producer shall pay each artist concerned seven and a half percent (7.5 %) of the fee per day for such broadcasting, up to a maximum of one hundred percent (100 %).

8-1.04 Migration of a commercial

The use of an INM commercial on television or on radio is paid at the rates indicated in the collective agreement for television/radio commercials between UDA and APC.

8-1.05 Use beyond the twelve- (12) month period

A producer who wants to continue the use of a commercial beyond the twelve (12) month period following the first broadcast must have obtained the prior consent of the artists appearing in the commercial and have signed a new contract with them.

The producer will then pay each artist at least a sum equal to the fee negotiated for the initial recording session, plus a use fee.

If the commercial has been put back online without the artists' consent and the signing of the contracts, the producer shall immediately withdraw it upon receiving a written notice from UDA and pay the sums indicated. Moreover, the producer will pay each artist concerned seven and a half percent (7.5%) of the fee per day of such broadcast.

If the media has broadcast the commercial by mistake, the producer shall pay each artist concerned seven and a half percent (7.5%) of the fee per day of such broadcast, up to a maximum of one hundred percent (100%).

8-1.06 Extension of the use period

Before the end of the use period for the INM commercial, the producer may extend without interruption the duration of the current period and/or add one or more broadcasting territories by producing a new declaration of use of commercial.

In no case shall this extension have the effect of extending the broadcasting period beyond twelve (12) months from the initial time the commercial is put online, unless the producer has met the requirements of article 8-1.05.

8-1.07 Adding use period(s)

The producer may add additional use periods after the expiry of the previous ones, by producing a new declaration of use of commercial and by paying the corresponding rate, subject to article 8-1.02.

Under no circumstance shall this addition have the effect of expanding the broadcast period beyond twelve (12) months as of the first time it is put online, unless the producer has met the requirements of section 8-1.05.

8-1.08 Special events

An INM commercial or an excerpt from a commercial may be broadcast without paying any additional fee within the framework of advertising contest or of an award gala rewarding winners.

The broadcast by a media of an INM commercial within the context of information, news or reporting does not constitute broadcasting giving right to a fee if such broadcasting is not done for the purpose of promoting the commercial interest of the advertiser, but rather for the purpose of promoting or talking about the commercial per se.

8-1.09 Portfolio

The producer or the artist may use free of charge by closed circuit or over the Internet an INM commercial, an excerpt from it, or an edited work in order to illustrate his/her achievements and demonstrate his/her know-how, or for finding engagements, in keeping with the following conditions:

- a) he/she must have been authorized to do so in the UDA contract;
- b) the portfolio section must be on an Internet site that belongs to him/her or which is under his/her control; however, the commercials, excerpts or edited works may be posted on sites such as YouTube, Vimeo, etc., as long as they have non-public status;
- c) the portfolio section of the Internet site may only be accessible following a procedure initiated voluntarily by the Internet user;
- d) he/she must take all measures within his/her power to make the INM commercial, the excerpt or the edited work resistant to downloading, and must indicate in the terms and conditions of the Internet page that downloading it is prohibited;
- e) he/she must not use the portfolio section of the Internet site for advertising purposes or for any other purpose than the one described in this article.

The producer may also use, without costs, by closed circuit or on the Internet, an INM commercial, an excerpt from it, or an edited work, to illustrate his/her achievements and to demonstrate his/her know-how or for seeking engagements, notably on the following industry Internet sites: *a2c.quebec*, *Ads of the world*, *I believe in advertising*, *I have an idea*. He/she may do the same on a site that is put online after the implementation of this agreement, as long as it is the same type of site.

The artist may do the same notably on the electronic directory of UDA's Internet site (secured zone), the Internet site of his/her agent, or on the Internet site *www.imdb.com*. He/she may do likewise on a site that could be put online after the implementation of this agreement, as long as it is the same kind of site.

8-1.10 Archives

The advertiser may use, without costs, an INM commercial produced for him/her on his/her Internet site for archiving purposes only, in keeping with the following conditions:

- a) the commercial must be put online on a sole and same page and on one Internet site only belonging to the advertiser or which is under his/her control;
- b) the commercial must be used only for archiving purposes and must include or be preceded by a note indicating, "for reference purposes";

- c) the advertiser must take all the means at his/her disposal to make the INM commercial resistant to downloading and must indicate in the terms and conditions of the Internet site that downloading it is prohibited.

8-1.11 Modifications

Any change made to a commercial thereby creates a different commercial that must be paid separately and be covered by a new contract, except in the following cases:

- a) technical changes, changes in weight of the material, in the size of the font, of its physical dimensions (i.e.: a leaderboard of 728 x 90 pixels, island of 300 to 250 pixels);
- b) correcting a mistake in the text of the INM commercial;
- c) production of a maximum of two additional versions of the INM commercial, of variable duration, produced with the material recorded during the recording session;
- d) minor visual changes of certain elements (car colour, etc.) in order to reach a targeted clientele (age, gender, etc.);
- e) changes imposed by law or by the rules of a network;
- f) adding a tag.

Any change must respect the concept as indicated in article 6-1.01.

8-1.12

When, for the production of a new INM commercial, the producer reuses, in whole or in part, a recording fixing the performance of an artist for a commercial produced by the producer or for his/her client's account pursuant to this collective agreement or of any other UDA collective agreement concerning commercials, the artist's performance so reused is tantamount to a new performance by the artist executed for the production of the new INM commercial.

The producer shall have the artist sign a contract and shall pay him/her a recording fee and a use fee in keeping with the function.

This paragraph does not cover any type of pre-existing recording, including stock footage or any other recording produced by a third party for purposes other than a commercial, and for which the producer or the advertiser has negotiated a use licence with the third party owner.

CHAPTER 9 - SPECIAL PROVISIONS FOR PRODUCTION

9-1.01

Except in cases where the artists appearing on screen must sing, the producer shall not produce, broadcast or distribute any post-synchronized recording in which an artist is dubbed in his/her mother tongue, unless the artist or the UDA has agreed in writing, when one of its members is involved.

9-1.02 Double shooting

When an INM commercial recorded both in French and English requires artists speaking on camera:

1. Every artist who participates in these two commercials must sign two (2) contracts, one UDA contract for the recording in French and one contract for the recording in English. An artist who participates in the French commercial only shall sign a UDA contract only and an artist who participates in the English commercial only shall sign a contract for such English commercial.
2. When an artist signs two (2) contracts, the time of the performance call shall mandatorily be the same for the two contracts. The artist shall be paid the full amount of the fees indicated in each contract for the recording of the INM commercial.
3. An artist shall be paid one hundred percent (100%) of the rate provided for in this agreement for overtime hours or additional overtime hours, if such is the case, under the UDA contract.
4. The artist shall be paid fifty percent (50%) of the rate specified in this agreement for travel time, wardrobe, make-up, night work, rehearsal sessions and meal penalties on condition that the contract for the English recording covers the other fifty percent (50%) of the rate for the items mentioned in this paragraph, failing which the artist shall receive one hundred percent (100%) of the rate specified in this contract.
5. The use of the French commercial shall be paid according to this agreement and the use of the English commercial shall be paid according to the artist's contract for such English commercial.

9-1.03 Post-synchronization and dubbing

Post-synchronization and dubbing shall be paid as follows:

- a) an artist who post-synchronizes his/her own voice shall be paid at the hourly recording rate of the principal performer, with a minimum of three (3) included hours;

- b) an artist who post-synchronizes any other voice, including cartoons and puppets, shall be paid one hundred and twenty-five percent (125 %) of the recording and use rate for the voice-over function;
- c) an artist doing dubbing shall be paid one hundred and twenty-five percent (125%) of the recording and use rate of the principal performer, with a minimum of four (4) included hours;
- d) soloists and speaking voices who perform off-camera in a commercial originally produced outside UDA jurisdiction in a language other than French shall be paid at the recording and use rate of the principal performer.

9-1.04

When an artist participates in a video commercial using pictures instead of appearing in person, he/she shall receive a recording fee and a use fee.

If his/her character is directly related to the advertising content, the product or the advertised service, the artist shall receive at least the rate of a silent performer.

If there is no direct relationship with the content, the product or the service, he/she shall be paid at the rate of a principal extra.

If there is a specific performance call for a photo session, the recording fee includes two (2) included hours.

If the same picture is used as a fixed image in another commercial that is not in video format, put online independently of the INM video commercial, this use must be approved in writing by the artist before being used and entitles the artist to a minimum fee of two hundred dollars (\$200) for each three months of use, throughout the world.

A set image drawn from a recording session, or a photo session, done for the purpose of producing an INM commercial, and used alone and independently of the INM video commercial, must be approved in writing by the artist before its use and entitles the artist to a minimum fee of two hundred dollars (\$200) for every three months of use, throughout the world.

9-1.05

An advertising photograph of an artist who is identified with a product or a service by means of INM commercials and which is used for commercial or promotional purposes in the publications circuit, the commercial product circuit (packaging, wrapping, labelling) or the displays circuit (billboards, signs, point of sale material) shall be paid five hundred and sixty-seven dollars (\$567) per circuit for a use period of three months.

If there is a photo session, the artist shall be paid the recording rate for a silent performer function with a minimum of two (2) included hours.

An artist's explicit consent must be given for the use of his/her photograph.

CHAPTER 10 - RATES

10-1.00 Recording rates

10-1.01 Rates and included hours

| Function | Rate | Included hours | On carried over basis |
|---------------------|-------|----------------|-----------------------|
| | | | Over 8 or 4 hours |
| Principal performer | \$680 | 8 | \$85 |
| Silent performer | \$470 | 8 | \$59 |
| VO/Soloist/Duettist | \$470 | 4 | \$59 (/4=\$118) |
| Principal extra | \$340 | 8 | \$43 |
| Group singer | \$340 | 4 | \$43 (/4=\$85) |
| Demonstrator | \$375 | 8 | \$47 |
| Extra | \$185 | 8 | \$23 |

| Function | Overtime hour | Additional overtime hour |
|---------------------|---------------|--------------------------|
| Principal performer | \$102 | \$122 |
| Silent performer | \$71 | \$85 |
| VO/Soloist/Duettist | \$141 | \$169 |
| Principal extra | \$52 | \$62 |
| Group singer | \$102 | \$122 |
| Demonstrator | \$56 | \$68 |
| Extra | \$28 | \$34 |

| Function | Night hour | Holiday hour |
|---------------------|------------|--------------|
| Principal performer | \$106 | \$128 |
| Silent performer | \$74 | \$89 |
| VO/Soloist/Duettist | \$148 | \$177 |
| Principal extra | \$54 | \$65 |
| Group singer | \$106 | \$128 |
| Demonstrator | \$59 | \$71 |
| Extra | \$29 | \$35 |

10-1.02

A waiting hour is paid at seventy-five percent (75%) of the included hour of the artist's function per hour and is prorated to the closest half-hour.

10-1.03

A travel hour is paid at seventy-five percent (75%) of the included hour of the artist's function per hour and is prorated to the closest half-hour.

10-1.04

A variety performer, a dancer, a puppeteer, a mime and a stunt performer are paid the rate of a principal performer.

10-1.05

A manipulator is paid at the rate of a silent performer.

10-1.06

A choir master is paid double the rate of a principal performer with a minimum guarantee of two (2) included hours.

10-1.07

An artist specifically identified as such is paid at one and one half the rate.

10-1.08

An understudy and a cue are paid at the rate of the principal extra with a minimum guarantee of three (3) included hours.

10-1.09 Tags

When the production of a tag requires retaining the services of an artist, he/she shall be paid a minimum of two (2) included hours of the rate for the function for which his/her services are retained for each tag.

During each projected period of use, the use up to nine (9) tags requires payment of an additional use fee equal to one hundred percent (100%) of the fee paid based on the use and the artist's function; for each nine (9) additional tags, a one hundred percent (100%) use fee is added.

10-1.10 The purpose of the synoptic table below is to facilitate consultation. For any interpretation, please refer to the complete text of the article in question.

| FEES AND HOURLY RATES | | | | | | | | |
|-----------------------|--|-----------|-----|-----|-----|-------------|------|------|
| Article no. | Item | PP | SP | VO | PE | GROUP SING. | DEM. | EXT. |
| 10-1.01 | Recording rate | 680 | 470 | 470 | 340 | 340 | 375 | 185 |
| 10-1.01 | Included hours (no.) | 8 | 8 | 4 | 8 | 4 | 8 | 8 |
| 10-1.01 | Included hour (rate) | 85 | 59 | 118 | 43 | 85 | 47 | 23 |
| 10-1.01 | Overtime hour | 102 | 71 | 141 | 52 | 102 | 56 | 28 |
| 10-1.01 | Additional overtime hour (as of the 11th hour) | 122 | 85 | 169 | 62 | 122 | 68 | 34 |
| 10-1.01 | Night hour included (surplus payment per hour) | 21 | 15 | 29 | 11 | 21 | 12 | 6 |
| 10-1.01 | Overtime night hour | 128 | 88 | 176 | 64 | 128 | 70 | 35 |
| 10-1.01 | Holiday hour (surplus payment per hour) | 43 | 29 | 59 | 22 | 43 | 23 | 12 |
| 10-1.03 | Travel hour | 64 | 44 | 44 | 32 | 32 | 35 | 17 |
| 10-1.02 | Waiting hour | 64 | 44 | 44 | 32 | 32 | 35 | 17 |
| 10-1.09 | Tags: minimum 2 hours per tag (included hour rate) | 170 | 118 | 235 | 85 | 170 | 94 | 46 |
| 7-6.01 a) | Postponed recording time - hour | 85 | 59 | 59 | 43 | 43 | 47 | 23 |
| 7-6.01 b) | Postponed call date (less than 40 km from downtown) | 510 | 353 | 353 | 255 | 255 | 281 | 139 |
| 7-6.01 b) | Postponed call date (more than 40 km from downtown) | 612 | 423 | 423 | 306 | 306 | 338 | 167 |
| 7-6.01 b) | Postponed call date (more than 40 km from downtown, for artist residing less than 40 km) | 510 | 353 | 353 | 255 | 255 | 281 | 139 |
| 7-6.03 | On-camera performer call back (minimum) | 340 | 235 | N/A | 170 | N/A | 188 | 93 |
| 7-6.03 | Off-camera performer call back (minimum) | N/A | N/A | 235 | N/A | 170 | N/A | N/A |
| 7-6.01 c) | Weather postponement | 340 | 235 | 235 | 170 | 170 | 188 | 93 |
| 7-5.01 | Stand-by day | 340 | 235 | 235 | 170 | 170 | 188 | 93 |
| 10-3.01 | Per diem accommodation expenses (lodging and meals) | 201 | | | | | | |
| 10-3.01 | Per diem accommodation expenses (meal only) | 81 | | | | | | |
| 7-7.01 | Mileage rate | \$0.43/km | | | | | | |
| 7-7.01 | Travel: hourly travel rate, min. 3 hours | 191 | 132 | 132 | 96 | 96 | 105 | 52 |
| 7-7.01 | Montréal-Québec City 3 hours | 191 | 132 | 132 | 96 | 96 | 105 | 52 |
| 7-7.01 | Montréal-Toronto 4 hours | 255 | 176 | 176 | 128 | 128 | 141 | 69 |
| 7-7.01 | Québec City-Toronto 6 hours | 383 | 264 | 264 | 191 | 191 | 211 | 104 |
| 7-4.01 | Audition (first hour) | Free | | | | | | |
| 7-4.01 | Audition call back (first hour) | 50 | | | | | | |
| 7-4.01 | Audition and call back (2nd hour and more) | 70 | | | | | | |
| 7-1.09 | Penalty – artist late (hourly rate) | 85 | 59 | 59 | 43 | 43 | 47 | 23 |
| 7-1.07 | Session lasting more than 6 hours | 85 | 59 | 118 | 43 | 85 | 47 | 23 |
| 7-3.01 | Rehearsal, fitting, etc. (minimum) | 85 | 59 | 59 | 43 | 43 | 47 | 23 |
| 7-7.05 | Distant production (in addition to fee) | 85 | 59 | 59 | 43 | 43 | 47 | 23 |
| 7-7.05 | Distant production – Waiting day | 340 | 235 | 235 | 170 | 170 | 188 | 93 |

| SPECIFIC FUNCTIONS | | |
|---------------------------|-------------------|---|
| Article no. | | |
| 10-1.04 | Variety performer | Rate for principal performer |
| 10-1.04 | Stunt performer | Rate for principal performer |
| 10-1.06 | Choir master | Double rate for principal performer, minimum 2 included hours |
| 10-1.04 | Dancer | Rate for principal performer |
| 10-1.08 | Understudy | Rate for principal extra, minimum 3 included hours |
| 10-1.05 | Manipulator | Rate for silent performer |
| 10-1.04 | Puppeteer | Rate for principal performer |
| 10-1.04 | Mime | Rate for principal performer |
| 10-1.08 | Cue | Rate for principal extra, minimum 3 included hours |

10-2.00 Use rates

10-2.01

By paying the use rate pursuant to the contract, the producer may put the INM commercial online, including two additional versions of it for the duration of the use period and for the corresponding broadcasting territory(s).

The duration of the use period, the territory(territories) and the broadcasting language may be indicated in the contract, but must be indicated in the declaration of use of commercial.

The planned use period may be three (3) months, six (6) months or twelve (12) months.

The use period starts as of the first time the INM commercial is put online, irrespective of whether there are one or two additional versions, and ends at the end of the use period indicated in the declaration of use of commercial.

10-2.02

No use fee is paid for the functions of choir master, understudy, cue, demonstrator and extra.

10-2.03

Following the recording of an INM commercial, if the result of the artist's performance is used for an INM commercial that is put online, the producer shall pay the artist a use fee based on the function of the artist, the territory(territories) where the INM commercial is broadcasted, the broadcast language (s) and the duration of the use period.

An artist who has participated in a recording session shall receive the use fee for the three (3) version block only if the totality or a part of his/her performance is retained in at least one of the three (3) possible versions of the commercial put online.

10-2.04

TABLE A: BROADCAST IN QUÉBEC IN THE FRENCH LANGUAGE

| Function | 3 months | 6 months | 12 months |
|-------------------------|----------|----------|-----------|
| Principal performer | \$131 | \$244 | \$324 |
| Silent performer | \$94 | \$174 | \$241 |
| VO / Soloist / Duettist | \$94 | \$174 | \$241 |
| Group singer | \$66 | \$123 | \$169 |
| Principal extra | \$66 | \$123 | \$169 |

TABLE B: BROADCAST IN QUÉBEC IN ANY OTHER LANGUAGE THAN FRENCH

| Function | 3 months | 6 months | 12 months |
|-------------------------|----------|----------|-----------|
| Principal performer | \$98 | \$182 | \$253 |
| Silent performer | \$73 | \$131 | \$181 |
| VO / Soloist / Duettist | \$73 | \$131 | \$181 |
| Group singer | \$49 | \$91 | \$127 |
| Principal extra | \$49 | \$91 | \$127 |

TABLE C: BROADCAST IN CANADA - INCLUDING QUÉBEC IN THE FRENCH LANGUAGE

| Function | 3 months | 6 months | 12 months |
|-------------------------|----------|----------|-----------|
| Principal performer | \$164 | \$305 | \$422 |
| Silent performer | \$118 | \$218 | \$301 |
| VO / Soloist / Duettist | \$118 | \$218 | \$301 |
| Group singer | \$83 | \$153 | \$211 |
| Principal extra | \$83 | \$153 | \$211 |

**TABLE D: BROADCAST IN CANADA - INCLUDING QUÉBEC
IN ANY LANGUAGE OTHER THAN FRENCH**

| Function | 3 months | 6 months | 12 months |
|-------------------------|----------|----------|-----------|
| Principal performer | \$219 | \$406 | \$562 |
| Silent performer | \$156 | \$290 | \$401 |
| VO / Soloist / Duettist | \$156 | \$290 | \$401 |
| Group singer | \$110 | \$204 | \$281 |
| Principal extra | \$110 | \$204 | \$281 |

**TABLE E: BROADCAST IN ONE FOREIGN COUNTRY -
EXCLUDING CANADA IRRESPECTIVE OF THE LANGUAGE (INCLUDING FRENCH)**

| Function | 3 months | 6 months | 12 months |
|-------------------------|----------|----------|-----------|
| Principal performer | \$219 | \$406 | \$563 |
| Silent performer | \$156 | \$290 | \$401 |
| VO / Soloist / Duettist | \$156 | \$290 | \$401 |
| Group singer | \$110 | \$281 | \$281 |
| Principal extra | \$110 | \$281 | \$281 |

**TABLE F: INTERNATIONAL BROADCAST -
EXCLUDING CANADA IRRESPECTIVE OF THE LANGUAGE (INCLUDING FRENCH)**

| Function | 3 months | 6 months | 12 months |
|-------------------------|----------|----------|-----------|
| Principal performer | \$306 | \$569 | \$788 |
| Silent performer | \$219 | \$406 | \$563 |
| VO / Soloist / Duettist | \$219 | \$406 | \$563 |
| Group singer | \$154 | \$285 | \$394 |
| Principal extra | \$154 | \$285 | \$394 |

10-2.05 Adaptation

A version of an INM commercial originally produced in French may be adapted (dubbed) in one or several languages other than French. This adaptation constitutes a new commercial giving rise to a separate recording fee and use fee, as well as the possibility of having two additional versions taken from this new commercial.

10-2.06 Cinemas

An INM commercial broadcast in a cinema shall be paid for each of the functions involved at double the rate covered in Tables A, B, C and D of the use rates indicated herein.

This payment includes the use of three versions of the commercial for use in French. Article 10-2.05 applies to any use in any other language than French.

10-2.07 Public hall – closed circuit

An INM commercial broadcast in a public hall and/or by closed circuit shall be paid, for each three (3) month period, an amount equal to the rate indicated for each of the functions covered that appear in Table A of the use rates for the twelve (12) month period. For example, the rate for a principal performer shall be three hundred and twenty-four dollars (\$324) for three (3) months.

Use for one (1) year shall be paid four (4) times the corresponding rate for the twelve (12) month period in Table A, in keeping with the function of the artist.

This payment includes the use of three versions of the commercial for use in French. Article 10-2.05 applies to any use in any language other than French.

10-3.00 Per diem accommodation expenses

10-3.01

Per diem accommodation expenses (lodging and meals) are: two hundred and one dollars (\$201) per day.

If the producer provides lodging to the artist, the meal costs are: eighty-one dollars (\$81) per day.

These costs cover all personal expenses when the artist stays in a hotel or motel, as authorized by the producer. They must be paid to the artist before his/her departure.

In the event that it was impossible for the artist to find meals and lodging for the amount mentioned above, the artist shall so inform the producer who may then authorize exceeding the costs that were planned or to take over responsibility for finding and providing food and lodging.

Lodging or meals are never owed when the producer assumes responsibility for them.

CHAPTER 11 - SERVICE FEES

11-1.01

For each INM commercial produced, the producer shall pay service fees of eighty dollars (\$80) or of forty dollars (\$40) for an exclusive audio commercial, plus GST and QST.

11-1.02

The service fees are shared equally between APC and UDA.

11-1.03

The producer shall pay A2C the service fees and taxes within twenty (20) days following the recording date of an INM commercial.

11-1.04

A producer who is not a member of APC who wishes to use this collective agreement must also pay the service fees and taxes to A2C before the recording of the INM commercial.

Once a month, UDA informs A2C of the name of the producers who wish to use this collective agreement.

11-1.05

Every three (3) months, APC shall send UDA the sums owing to it.

11-1.06

In the event a producer who is a member of APC fails to pay the service fees and APC has to take legal action, the parties hereto shall share the costs incurred equally.

CHAPTER 12 – GRIEVANCE PROCEDURE

12-1.01

Any disagreement between the producer, on the one hand, and UDA, an artist or a group of artists, on the other, regarding the interpretation, the application or the execution of this agreement or of a contract signed pursuant to this agreement, or any disagreement regarding working conditions, shall constitute a grievance.

12-1.02

The grievance shall be settled in keeping with the procedure provided for in this chapter.

12-1.03

At all phases of the grievance and arbitration procedure, the parties shall be UDA and the producer.

12-1.04

Any grievance must be filed within six (6) months of the events which led to the grievance.

The grievance is filed at the office of the producer in default and a copy of it is sent to A2C for APC. The failure to send a copy does not create a procedural defect. The filing shall be done by the director general of UDA or a representative designated by UDA.

A grievance against an active member, an apprentice member or a permit holder of UDA shall be filed by the producer against the artist in default and a copy is sent to UDA. The failure to send a copy does not create a procedural defect.

12-1.05

The parties shall meet within fifteen (15) days following the filing of the grievance.

In the absence of such a meeting, or if the plaintiff does not obtain satisfaction following this meeting, the grievance shall then be referred to a Joint Committee made up of four (4) persons, with an equal number of representatives from UDA and from APC. The Committee shall meet within fifteen (15) days.

In the absence of such a meeting, or if the grievance is not settled to the satisfaction of the parties **following this meeting**, or if the recommendation of the Joint Committee is not implemented within thirty (30) days after the recommendation, the plaintiff may request arbitration in writing. The arbitration notice shall indicate the name of the arbitrator or arbitrators suggested.

In all cases, if the grievance is not settled to the plaintiff's satisfaction within ninety (90) days following its filing, the plaintiff may request arbitration in writing by indicating the name of the arbitrator or arbitrators suggested.

12-1.06

The other party shall respond to this suggestion within seven (7) days, failing which the party having requested the arbitration may apply to the *Commission des relations de travail* (CRT) for the appointment of an arbitrator.

When a producer has his/her principal place of business in Ontario and does not follow up on the suggested arbitrator(s) submitted as part of the arbitration notice, the Joint Committee shall, within forty-eight (48) hours, proceed with the selection of an arbitrator from the *Liste des médiateurs et arbitres élaborée par le ministre de la Culture et des Communications en vertu de l'article 68.2 de la Loi S-32.1*.

12-1.07

The arbitrator shall proceed diligently in hearing the grievance and do so according to the procedure and the method for presenting evidence he/she deems appropriate.

12-1.08

In exercising his/her functions, the arbitrator may:

- a) interpret any statute or regulation to the extent this is necessary for the adjudication of a grievance;
- b) uphold or dismiss a grievance in whole or in part and set at the request of a party the amount owed pursuant to the decision rendered;
- c) set the amount of damages and interest owing to the plaintiff;
- d) order the payment of interest at the rate set by the regulation adopted pursuant to article 28 of the *Tax Administration Act*, R.S.Q. c. A-6.002, and do so as of the date of the filing of the grievance;
- e) declare that a member is not in good standing;
- f) give any order useful for the evidence or the hearing;
- g) correct at any time an arbitration award having a drafting or calculation error, or any other material error;
- h) render any decision that is helpful in resolving the dispute.

12-1.09

The arbitration award is final, without appeal, enforceable and binding upon the parties.

12-1.10

If a party does not conform to an order to pay within (30) days after receiving the arbitration award it must, in addition to the other sanctions that could be ordered by an ordinary court of law, pay to the plaintiff a penalty of twenty-five dollars (\$25) per day of delay.

12-1.11

The arbitrator's decision shall not in any way amend this agreement. Each party shall share the cost of the arbitrator.

CHAPTER 13 – FINAL PROVISIONS

13-1.01

This agreement is for a two (2) year term. It is effective as of the rendering of the arbitration award. However, the parties agree to postpone the effective date until April 1, 2016.

13-1.02

The provisions of this collective agreement shall remain in effect until the signing of a new agreement. However, in the event of a strike or of a counter-strike, the provisions dealing with the production of an INM commercial shall be suspended as regards the producer concerned. The provisions dealing with the payment of the fee for broadcasting an INM commercial that has already been produced shall remain in effect.

13-1.03

- a) Throughout the term of this collective agreement, UDA and the artists it represents agree not to boycott or to advise a boycott or encourage artists to boycott APC, the producers it represents or any producer bound by this agreement, or to exercise against them any means of pressure of a similar nature.
- b) APC, the producers it represents, or any producer bound by this collective agreement agree not to use any means of pressure whose effect would be to deprive the artists bound by this collective agreement from obtaining work.

13-1.04

As of the ninetieth (90^e) day preceding the expiry hereof, either party may give a notice to the other party to negotiate its renewal.