



COLLECTIVE AGREEMENT

CONCERNING TV / RADIO

COMMERCIALS

BETWEEN

THE UNION DES ARTISTES

AND

THE JOINT PRODUCERS
ASSOCIATION

FROM SEPTEMBER 1, 2012
TO AUGUST 31, 2015

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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CHAPTER 1-0.00 — IDENTITY OF THE PARTIES AND JURISDICTION

1-1.00 Identity of the parties and jurisdiction

1-1.01

The **Union des artistes**, hereinafter referred to as the **Union** or the **UDA**, is a professional syndicate constituted under the *Professional Syndicates Act*, R.S.Q., c. S-40, and an artists' association recognized under *An Act respecting the professional status and conditions of engagement of performing, recording and film artists*, R.S.Q., c. S-32.1 and under the *Status of the Artist Act*, R.S.C. (1985), c. S-19.6, with its head office at 1441 René-Lévesque blvd, west, Suite 400, Montreal, Quebec H3G 1T7. The UDA also has regional offices located in Quebec and Toronto, and is affiliated with the Fédération Internationale des Acteurs (FIA).

1-1.02

The **Joint Producers Association**, located at 2015 Peel St., Suite 925, Montreal, Quebec H3A 1T8, represents the members of the Association of Canadian Advertisers Inc. (ACA), the Association of Quebec Advertising Agencies (AAPQ), and the Institute of Communications and Advertising (ICA), hereinafter referred to as the “**Joint Producers**.”

1-1.03

The Caisse de sécurité des artistes is a legally constituted corporate body responsible for maintaining and administrating a personal insurance plan and a retirement plan for the benefit of the union members who have joined.

Its headquarters is located at 1441 René-Lévesque blvd, West, Suite 400, Montreal.

1-1.04

Any producer who subscribes to this Agreement recognizes:

- a) the Union as bargaining agent for the terms and conditions hereof and as directly mandated by each and every performer;
- b) the following articles apply to all commercials that he produces for broadcasting by any and all mechanical methods or by satellite, on a circuit or directed to a French-speaking audience, and that it also applies to publications, in accordance with the conditions established by this Agreement.

CHAPTER 2-0.00 — DEFINITION OF TERMS

2-1.00 **Definition of terms**

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

2-1.01 **Principal performer**

- a) any person who is heard on the radio with the exception of the group singer,
or
- b) any person who is both seen and heard or both visible and heard, in a specific commercial, to the exclusion of extras, demonstrators and persons who make sounds that are not words, without any direction,
or
- c) performer who, without speaking, is the only person to appear on camera for at least one-half of the duration of the message. This performer must be recognizable and be in direct relation with the message content and the product or service advertised.

2-1.02 **Commercial**

Any recorded advertisement in which products, services, trademarks or sponsors are suggested, named, qualified or described.

- a) **Dealer commercial:** A commercial designed for use by dealers, resellers or representatives of a service or product and to which a tag or a super is added.
- b) **Tag:** Segment(s) of a message of which the total duration does not exceed eight (8) seconds in a message of fifteen (15) seconds, twelve (12) seconds in a message of thirty (30) seconds, fifteen (15) seconds in a message of more than thirty (30) seconds, and which is (are) added to the main commercial to adapt it to a particular period or market or to make known different products or services available from the advertiser or to change numbers or dates mentioned in the commercial.

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

- c) **Demonstration commercial (demo):** A commercial recorded for the purposes of research, study or presentation when a communications (advertising or promotion) campaign is under preparation and which is indicated as such in the contract.

- d) **Seasonal commercial:** For a commercial to be deemed seasonal, it must be designated as seasonal in the initial contract and must meet the following requirements:
- 1) the commercial must be specifically connected to a particular season of the year. Example: commercial for Christmas, St. Valentine's, Mother's Day, snow tires, etc.;
 - 2) a seasonal commercial may not be used for more than two (2) cycles within a fifty-two (52) week period.
- e) **Short-term commercial:** see 9-2.01 (9.22).

2-1.03 General commercial

Any commercial other than a local or intermediate commercial. It may be:

- a) a **spot:** a commercial broadcast on individual stations;
- b) a **network commercial:** any commercial broadcast simultaneously on more than one station of a network;
- c) a **sponsorship commercial:** a commercial that meets one (1) of the following conditions:
 - 1) commercial broadcast by an advertiser during a sponsored program or the part of the program sponsored by that advertiser, and during which a billboard or a sentence identifies the advertiser as a sponsor,

OR

- 2) commercial broadcast during the course of a one-half (1/2) hour period entirely reserved for the advertising of products or services of two (2) sponsors or fewer. However, if the time allocated to commercials in a one-half (1/2) hour period is partially used by the station or network for its own advertising or for public service announcements, this station or network shall be considered as a third (3rd) sponsor. (Rate, see 9-3.01 [9.23]).

Notwithstanding paragraph c) of article 2-1.03, a commercial cannot be considered a "sponsorship" unless it is in a sponsored program of thirty (30) minutes duration or more, including commercial breaks. If a billboard or a sentence identifies the corporate entity as being a sponsor, all products or services marketed by this corporation and broadcast in this particular sponsored program will be paid the sponsorship rate. If the billboard identifies a product, a service or a brand name as being the sponsor of the said program, only the commercials of the said product or service will need to be paid the sponsorship rate.

2-1.04 Intermediate commercial

A commercial used solely outside of the Greater Montreal area.

2-1.05 Local commercial

A commercial broadcast by one station only, involving a business firm whose services or products are available only in the urban area where this business firm is located.

2-1.06 Advertiser

Any natural or legal person who is responsible for the production or the broadcasting costs of a commercial.

2-1.07 Performer

Any person hired in one of the functions or titles in article 3-1.01.

2-1.08 Variety performer

A person performing a variety number.

2-1.09 Audition

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

2-1.10 Performance call

A notice specifying the working conditions of a performer.

2-1.11 Reel

A cinematographic or videotape unit of measure, equivalent to a film not exceeding ten (10) minutes in length.

2-1.12 Fee

A sum of money due to a performer 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 dry cleaning, transportation and accommodation expenses.

2-1.13 Stunt performer

A person hired specifically to perform a difficult or dangerous action that requires a special skillset or training.

2-1.14 Singer

A person who sings a melodic line.

2-1.15 Choir master

A person who conducts singers.

2-1.16 Choir

Three (3) or more singers singing together.

2-1.17 Group singer

Singer in a chorus.

2-1.18 Circuit

A method of disseminating an advertising message. At present there are five (5) recognized circuits: radio, television, public halls/closed circuit (re: 9-12.01 9), commercial products and publications.

2-1.19 Closed circuit

Means of broadcasting a commercial intended exclusively for employees, or representatives or customers of an advertiser.

2-1.20 Joint committee

Group of four (4) persons made up of an equal number of representatives of the Union, on the one hand, and the Joint Producers, on the other hand.

2-1.21 Special conditions

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

2-1.22 Contract

A special written agreement between the performer and the producer.

2-1.23 Doubling

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

2-1.24 Cycle

A period of thirteen (13) weeks after first use. In the case of a sponsorship commercial or a network commercial, this period may be extended to cover the broadcast on different television stations of the episodes originally included in said thirteen (13) weeks; this extension, however, shall not exceed two (2) weeks.

2-1.25 Dancer

A person whose services are retained as a dancer and who performs a choreographic work.

2-1.26 Demonstrator

A person who visually demonstrates, on camera, an article, an activity or the use of a service or product, but whose head is not seen.

2-1.27 Cast

List of performers participating in an advertising message.

2-1.28 Dubbing

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

2-1.29 Understudy

A person 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. (See 9-1.15).

2-1.30 Duettist

A person who participates in a singing duet.

2-1.31 Program

A broadcast of variable length identified by its title.

2-1.32 Child

Any person less than sixteen (16) years of age.

2-1.33 Recording

Any type of recording, whether by record, magnetic tape, videotape, film, photograph, slide, satellite relay, or any other process.

2-1.34 Extra

A person 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 identified, 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 identified. For instance, the camera can pan across a face quickly without necessarily making it identifiable.

2-1.35 Principal extra

A person 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.

2-1.36 Superior force

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

2-1.37 Waiting time

The time during which the performer has been requested by the producer to remain available.

2-1.38 Included recording hours

The time the performer devotes to recording a commercial, under the direction of the producer for a period not exceeding the number of hours indicated in the rate schedule (see 7-1.14, 9-5.01, 9-6.01 to 9-6.05 inclusive, 9-12.02 et 9-13.01).

2-1.39 Overtime recording hours

The time the performer devotes, under the direction of the producer, to the recording of a commercial for any period exceeding the number of hours indicated in the rate schedule.

2-1.40 Night hours

Work performed between 11:00 p.m. and 6:00 a.m.

2-1.41 Travel time

Time spent by the performer in travelling as required by the producer and as specified in articles 7-7.01 to 7-7.04 inclusive.

2-1.42 Holiday hours

Any hour required of the performer by the producer on one of the days stipulated in article 4-1.09.

2-1.43 Additional overtime

Rate paid to the performer from the 11th consecutive hour of recording. Thus, after the eight (8) hours included in the recording session, the 9th and 10th hours are paid at the overtime rate while the 11th hour and any consecutive additional hour are paid at the additional overtime rate. Additional overtime worked during night hours is paid at the night overtime rate (see article 9-4.01).

2-1.44 Manipulator

The person who manipulates a puppet.

2-1.45 Puppeteer

The person who manipulates a puppet and speaks its lines.

2-1.46 Member of the Union

A member in good standing of Union des artistes.

2-1.47 Mime

A person who performs in pantomime.

2-1.48 Stand-by

Each day the performer must remain available to the producer.

2-1.49 Variety number

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

2-1.50 Opening or closing billboard

A commercial not exceeding twenty (20) seconds in length used to introduce or sign off a program and of which the advertising content identifies one or more sponsors, their products or services.

2-1.51 Cross-plug

An announcement, not exceeding twenty (20) seconds in length, by the sponsor or co-sponsor of an upcoming program and of which the advertising content identifies one or more sponsors, their products or services.

2-1.52 Poster

A photograph or reproduction printed on a surface, with the exception of consumer product packaging, used to advertise a service or product.

2-1.53 Pantomime

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

2-1.54 Cold buffet

A table where cold dishes, pastries and refreshments are served.

2-1.55 Post-synchronization

An audio or video recording made after the original film or sound recording.

2-1.56 Producer

Party composed, jointly and severally, of an advertising agency and its client, the advertiser, or their representative.

2-1.57 Commercial product

A product offered for sale on the market and which, by way of a label, packaging or otherwise, uses the photograph or illustration of one or any of the performers referred to in article 3-1.01 hereof who is identified with this product by broadcast commercials.

2-1.58 Publications

An advertising circuit composed of newspapers, magazines or any other periodical.

2-1.59 Renewal

The broadcast of a commercial within a new cycle.

2-1.60 Cue

The person specifically hired to give cue lines during an audition. (See 9-1.15).

2-1.61 Performance risk

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

2-1.62 Silent performer

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

2-1.63 Public hall

A theatre, cinema, public transport facility, parish hall, club, restaurant, hotel, store, or any other public or private premises in which potential customers might gather. However, broadcasting a commercial in these premises through public radio or television stations does not constitute a public hall broadcast within the meaning hereof.

2-1.64 Soloist

A performer who sings alone.

2-1.65 Rate

Remuneration set for the services specified herein.

2-1.66 Union

Union des artistes.

2-1.67 Voice-over

A person whose voice is heard, but who does not appear on camera.

CHAPTER 3-0.00 — AREA OF APPLICATION

3-1.00 Area of application

3-1.01

This Agreement extends to all persons hired or used by a producer under one of the following functions:

- Principal performer
- Variety performer
- Stunt performer
- Singer
- Choirmaster
- Group singer
- Dancer
- Demonstrator
- Understudy
- Duettist
- Extra
- Principal extra
- Manipulator
- Puppeteer
- Mime
- Cue
- Silent performer
- Soloist
- Voice-over

3-1.02

Save for the provisions of article 3-2.01, every performer hired under one of the titles or in one of the functions of the preceding article shall be a member of the Union or an apprentice under twenty (20) years of age.

3-1.03

As soon as a producer hires three (3) group singers or more, he shall also appoint a choir master, unless the orchestra conductor, the arranger or the musical director already acts as

choir master. The choirmaster shall be present in the same room as the group singers and must act as such.

3-1.04

This Agreement does not apply to commercials recorded prior to the date it became effective, unless the broadcast of such commercials should enter a new cycle.

3-1.05

After this Agreement becomes effective, no producer shall distribute in Canada, on the air, by satellite or mechanical device, in a French-speaking circuit or to a French-speaking audience, recorded commercials produced entirely outside of Canada or the United States and in which non-members of the Union have participated.

3-1.06

This Agreement does not apply to street scenes, location shots or scenes in public areas where crowds are found, such as the Olympic Stadium, the Forum, a shopping centre or an airport, involving people who were on camera by mere chance, and were neither directed nor retained in any way.

3-2.00 Work permits

3-2.01

A producer who would like to hire or utilize a non-Union member must send the Union a written request to that effect at least five (5) business days before the recording session. Upon receipt of such a request, the Union shall issue a work permit in accordance with articles 3-2.02, 3-2.03, 3-2.04, 3-2.05 and 3-2.06.

In the case of requests for permits based on article 3-2.02 clauses 3), 4) and 5), as well as article 3-2.03 clause 3) and article 3-2.06, the Union shall give a response within five (5) days of receipt of the request. In all other cases, the Union shall do its utmost to make a decision within two (2) days of receipt of the request.

The request shall include the name of the advertiser and the product, the title of the commercial, the circuit being used, the date, time and location of the recording (as soon as they are known), the producer's name and the article concerned. The request shall specify the reasons why a work permit should be granted and under which article. In addition, in cases arising from articles 3-2.02 and 3-2.06, this request shall clearly establish that every effort has been made to comply with article 3-1.02 and demonstrate, through proof of casting, that a reasonable search has been executed with a satisfactory number of candidates, given the creative concept. This request shall be accompanied by a photo of the person for whom the producer is requesting the work permit.

3-2.02

A work permit shall be granted to non-members who are citizens or residents of Canada fulfilling at least one of the following conditions:

1. Be a prominent person, identified as such, advertising a product or a service directly related to his/her occupation;
2. Be an extra in a production taking place more than one hundred and sixty (160) kilometres from the Union's place of business;
3. Be a recognized performer in a field such as the opera or phonograph recordings. This case, however is subject to evaluation by the Union;
4. Be and act as a specialist in a function that cannot be accomplished by a member of the Union for the purposes of the advertisement;
5. Be a person whose physical characteristics are unusual;
6. Be a person who gives a testimonial, verbally or otherwise, concerning the product, service or business featured in the commercial or is identified as a consumer of the product or service; the person must be clearly and truly identified. In this case, for each commercial, the producer shall use the services of one (1) member of the Union paid at the rate of a principal performer;
7. Be a person who gives a testimonial as an employee of the advertiser and whose testimonial relates to his/her employer or to the quality of the products or services offered by his/her employer. In this case, for each commercial, the producer must use the services of at least one (1) member of the Union paid at the rate of a principal performer.

Notwithstanding the foregoing, the producer shall not be required to use the services of a Union member if the president, the vice-president or the executive director of the company gives a testimonial to the quality of the products or services offered and this concept requires that he/she appears alone on screen for the entire length of a corporate message.

In all testimonials of consumers, executives or employees, these persons must be clearly and truly identified, and the producer shall not be required to have them sign a contract;

8. Be an employee of the advertiser performing his real duties and receiving no direction. It must also be shown that making this commercial without this or these employees would make it necessary to interrupt or stop work.

The advertiser shall send a letter to the Union certifying that all of the persons included in this request are his employees.

For each employee used, the Union shall give a work permit based on the function held. The total cost of these permits may not exceed a maximum of four thousand dollars (\$4,000) per commercial; the GST and the QST shall be added to the cost of the permits.

For his part, the producer will hire, for each employee thus used, one (1) member of the Union paid at the rate of a principal performer, and used as a voice-over (VO) or on camera without their necessarily talking, to a maximum of five (5) members required.

The producer will not be required to have contracts signed with the advertiser's employees;

9. In the case of special events and if the commercial uses more than fifty (50) persons in one of the functions specified in article 3-1.01, the producer may then use the services the advertiser's employees. In this case, the producer will have to request a group permit for an amount of five thousand dollars (\$5,000) and remit one thousand, two hundred and fifty dollars (\$1,250) to the Caisse de sécurité des artistes and five hundred dollars (\$500) as Union dues. The GST and the QST shall be added to these amounts.

The producer will not be required to have contracts signed by the employees, but will be required to hire at least eight (8) Union members and pay them as principal performers, use them on camera without their necessarily talking and send along with his request for a permit a letter from the advertiser certifying that the persons involved in the group permit are his employees;

10. Be the official spokesperson for an advertiser.

The contract that binds the official spokesperson to the advertiser must be filed with the Union at the same time as the request for a permit. The contract must clearly indicate that the advertiser is retaining the permit holder's services as official spokesperson to give other performances besides the one scheduled for the commercial. The amounts of money appearing in the original contract may remain confidential and may be redacted before a copy is sent to the Union;

11. Be a professional model, in cases where a catwalk performance is required. The person must be a member of a professional modelling agency;
12. Be a person who appears in a commercial strictly intended to present him as a participant in or winner of a contest organized by the advertiser and open to the public (for instance, the winner of a lottery, of a publicity contest, etc.). The producer will not be required to have the person sign a contract;
13. Be a person who appears in a "spontaneous reaction" commercial for which:
 - the advertiser has set up a situation in order to get people to react (in the street, in a public place, etc.) and to record their reactions;
 - the advertiser has not invited or called anyone individually;
 - the commercial is made up primarily of reactions from the public; it may, however, include a performance by a member performer of the Union in compliance herewith (such as the signing of a contract, usual payment, etc.);
 - none of the people seen were aware beforehand that they were being recorded, nor that they could appear in a commercial, nor were they given any directions.

In this case, the producer will not be required to have contracts signed. He must, however, give the Union at least seventy-two (72) hours' prior notice of such a shoot.

3-2.03

Non-members who are neither citizens nor residents of Canada shall be issued permits only in exceptional cases and in the following circumstances only:

1. When the producer wishes to utilize an **internationally renowned celebrity**.

In such a case, these celebrities must be well-known musicians or singers, movie or theatrical actors, television celebrities, authors, sculptors, painters or other performers in visual arts.

For each commercial, the producer must hire at least five (5) Union members, one (1) of whom shall be paid as principal performer and used on camera without his necessarily talking.

The fee appearing in the celebrity's contract will not be less than ten (10) times the minimum fee per commercial per cycle.

2. When a production takes place outside of Canada and the producer wants to engage extras or principal extras.
3. When casting requires the services of a specialist and it has been established that there is no such Canadian specialist available on the recording date.
4. When casting requires the services of an official spokesperson who is not a Canadian citizen.

In this case, the signing of a contract of commitment to Union des artistes is unnecessary and use shall be permitted in consideration of payment of a work permit in accordance with article 3-2.09 and the equivalent of the permit holder's fee for the type of use of the commercial, the Union dues and the producer's contribution to the Caisse de sécurité des artistes. The GST and the QST shall be added to these amounts.

3-2.04

When the producer wishes to utilize the singing performance of an original musical work to which he has acquired the rights.

In this case, the signing of contracts of commitment to Union des artistes is unnecessary and use of the unmodified original musical work shall be permitted in consideration of payment to the Union of an amount equivalent to one (1) work permit in accordance with article 3-2.09 and one (1) permit holder's fee for the type of use of the commercial, in addition to payment of the Union dues stipulated in article 5-2.03, regardless of the number of singers or group singers participating in the work. The GST and the QST shall be added to these amounts.

3-2.05

No permit or contract is required for elected officials and candidates for recording of messages of a political party scheduled for broadcast during an election campaign, nor for their immediate family (spouse or child).

Article 3-1.06 shall apply for the use of scenes already shot that would include the participation of non-members (crowd, press conferences, reportage, etc.) and non-members called upon to shoot scenes with elected officials or candidates (e.g., work session with party personnel, etc.), who obviously may be called, retained and directed.

It is understood that the Agreement Concerning Commercials applies in its entirety for any other function (e.g., group singer, soloist, narrator, performer, etc.).

3-2.06

The Union shall assess any request for a work permit in exceptional cases not provided for in articles 3-2.02, 3-2.03, 3-2.04 and 3-2.05.

3-2.07

Should the Union refuse to issue a special permit in all cases provided for in articles 3-2.02, 3-2.03 and 3-2.04, the producer may appeal this decision immediately by referring the matter to a special committee made up of two (2) persons: the Director of Labour Relations of the Union and either the Executive Director of AAPQ or the Executive Director of ICA (or, in their absence, duly authorized representatives), depending on whether the refusal concerns a Quebec-based agency or an agency based outside of Quebec.

This appeal shall be discussed in person or by telephone within forty-eight (48) business hours of the appeal being received in writing. The decision shall be rendered immediately and confirmed in writing. If agreement is not reached, the initial decision will stand, but the case will be reviewed at the next meeting of the Joint Committee. (See article 10-2.02).

3-2.08

The work permit shall be nominal and specific. It shall authorize only the recording of the commercial for which it was issued and the use of said commercial for one year (four [4] consecutive cycles) from the date of first broadcast, after which it must be renewed.

3-2.09

Applications under articles 3-2.01 to 3-2.06 inclusive shall entail payment by the producer of an amount equal to the minimum fee for a spot for the requested function, plus GST and QST, made to the Union before the recording session. The discounts stipulated in article 9-2.01 for short-term commercials shall not apply to the cost of the work permit.

3-2.10

Work permits shall be automatically granted to children for a fee of twenty-five dollars (\$25) plus GST and QST. The cost of this permit shall be paid by the producer.

CHAPTER 4-0.00 — GENERAL PROVISIONS

4-1.00 General provisions

4-1.01

A producer shall not produce, broadcast nor distribute a commercial that is not in accordance with this Agreement.

4-1.02

Performers shall respect the producer's advertising policy. The producer shall respect the performers' religious, political, moral or artistic principles. To this effect, the performer may, if he wishes, see the script before accepting the performance call. Otherwise, he will be considered to have accepted the said script.

4-1.03

The producer is accountable for the choice of performers he hires, except in the case of gross misconduct on the part of the performer.

4-1.04

The Union shall see that its members conduct themselves irreproachably during the fulfillment of their contracts.

4-1.05

The producer shall ensure that the performers are treated civilly, have proper lodgings and travel in safety. He shall also see that a safe place is available for the performers' personal belongings.

4-1.06

A performer shall refuse to work with persons who are not members in good standing of the Union des artistes. However, the Union allows its members to work with persons who have been suspended or dropped from its membership after the performance call of these persons.

4-1.07

Participation through a recording is equivalent to participation in person.

4-1.08

The following are recognized as legal holidays:

- a) Saturdays and Sundays,
- b) New Year's Day, Good Friday, Easter Monday and Christmas,

- c) Victoria Day, Fête nationale des Québécois, Canada Day, Labour Day and Thanksgiving Day,
- d) any other day proclaimed a public holiday by the federal government,
- e) any other day proclaimed a public holiday by the government of the province or the municipality in which the recording takes place.

4-1.09

Legal holidays shall be included in the calculation of deadlines.

4-1.10

A recording made without the performer's knowledge cannot be used without the written consent of the Union.

4-1.11

Any difference between two (2) commercials shall make these commercials distinct, unless such difference is due to a change in the language on the packaging or labelling of the product or due to the fact that the language of some written material appearing on the visual has to be adapted to meet the needs of a market.

4-1.12

Any change made to a commercial after its first use makes it a distinct commercial. However, if the change is made only to the voice-over for rebroadcast after three (3) cycles of not being used, as provided in article 6-4.07, the modified commercial is not considered a new commercial and the increase provided in article 6-4.07 applies for the other performers.

4-1.13

- a) The editing of a shorter version, the addition of a tag, the identification of a local dealer given live or by super, as well as changes imposed by government laws or network regulations, do not constitute changes under the preceding article, provided, in the cases of abridged or corrected versions, that the original recording is withdrawn from circulation.
- b) With the exception of what is stipulated in article 4-1.13 a), any addition of a part of a recording coming from a different commercial in order to introduce a product and/or service for which the commercial was not originally designed makes this a separate commercial and requires the performer's advance authorization.

4-1.14

The producer shall be accountable for legal costs and judgments to which a performer exposes himself in fulfilling his contract, provided such performer gives the producer due notice. However, the producer may be discharged from any such responsibility if he established that the performer seriously disregarded his instructions.

4-1.16

Should this Agreement be partially or totally terminated, a producer may continue to distribute or broadcast existing commercials provided that he does not start a new cycle.

4-1.17

A producer may transfer his rights to a commercial only after he has delivered to the Union a clear and explicit adherence by the transferee to the conditions of this Agreement.

4-1.18

The Union reserves the right to require the deposit of an amount guaranteeing the payment of the performers' fees in the following cases:

- a) a new producer who has been in business less than one (1) year,
- or
- b) a producer who has been delinquent in his payment according to this Agreement during the past three (3) months.

4-1.19

A producer who violates this Agreement becomes an unfair producer. The producer may file a grievance against a performer who violates this Agreement.

4-1.20

A producer who enters into an advertising contract with an unfair producer can become an unfair producer himself.

4-1.21

The Union and the Joint Producers agree that neither will declare unfair any member of the other organization without giving due notice to the latter organization, which then has thirty (30) days to request arbitration, failing which the declaration of unfairness shall take effect immediately.

4-1.22

Union des artistes shall notify the Joint Producers of any declaration of unfairness concerning a producer.

4-1.23

Union des artistes and the Joint Producers may prohibit their members from working for or with an unfair producer without such prohibition giving rise to recourse in damages.

4-1.24

The Union and the Joint Producers undertake to suppress any attempt at discrimination by a member of one party against a member of the other.

CHAPTER 5-0.00 — RELATIONS BETWEEN THE PRODUCER AND UNION DES ARTISTES

5-1.00 General provisions

5-1.01

The Union shall provide the producer with a list of its members in good standing and keep this list up-to-date.

5-1.02

The Union may appoint a steward for each recording made by the producer. The steward shall fulfill his duties without impairing studio work and the producer, similarly, shall facilitate his work. The Union undertakes that these stewards shall be bound by professional secrecy.

5-1.03

At the Union's request, the producer shall be obliged to send it a cassette of any commercial, duly identified by its title or its recording date.

5-2.00 Payments and extension payments

5-2.01

All payments made under this Agreement, including overscale fees, must be sent to the Union, either in the name of the performer for the fee, in the name of the Union for permits, or in the name of the Caisse de sécurité des artistes, as the case may be.

5-2.02

Payments are to be made as follows:

- a) Within twenty (20) days of the recording of a commercial, the producer shall send the Union a declaration of use according to the form provided in the Appendix, with all payments pertaining thereto, including the payment to the Caisse de sécurité des artistes (article 5-2.03);
- b) Payment in full shall entitle the producer to begin broadcasting the commercial within a period not exceeding six (6) months after the recording date. However, if a specific date of use is not indicated in the initial declaration of use in accordance with article 5-2.02 a), a written notice of dates of use must be sent to the Union;

- c) If broadcasting of a commercial has not begun within the aforementioned six (6) month period, the producer may extend the period by three (3) additional months upon payment to the Union of fifty percent (50%) of the spot rate, for any function other than extra or demonstrator. Such payment must be made before the initial six (6) month period expires. There shall be a limit of two (2) extension payments per commercial, after which, to obtain a new extension, the producer must obtain the written consent of each performer. The cost of such an extension is one hundred percent (100%) of the network rate for all functions other than extra or demonstrator and the payment for each performer, with a copy of their consent, must be sent to the Union before the last three (3) month extension expires.;
- d) In the case of a seasonal commercial, extension payments allow, after the aforementioned six (6) month period, an additional period of five (5) months instead of three (3).

5-2.03

The producer agrees to contribute to the Caisse de sécurité des artistes the equivalent of thirteen percent (13%) of all fees. The producer undertakes to deduct the equivalent of four and one-half percent (4½%) from all fees of active members as Union dues and the artist's contribution to the Caisse de sécurité des artistes. The latter deduction shall be twelve percent (12%) for the apprentice members and the permit holders instead of four and one-half percent (4½%).

The amounts collected or paid for and on behalf of apprentice members and permit holders as a contribution to the Caisse de sécurité des artistes shall belong to the general fund of the said Caisse.

5-2.04

If within thirty (30) days of the receipt of the amounts specified in articles 5-2.01, 6-2.01 and 6-5.01, the Union has not been able to contact one of the beneficiaries, the Union 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 Union to replace and in the amount of the cheques that have not been cashed. The endorsement of this cheque by the Union means that the Union 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 withhold any deduction from the performers' fees except for those prescribed by law or mentioned herein.

5-2.06

When a producer engages a member of the Union through a third party, the producer may never send the Union a payment less than the rate.

5-3.00 Special conditions concerning the hiring and work of children

5-3.01

The parties hereto agree that special care shall be taken to protect the child from fatigue and inadequate working conditions.

5-3.02

School-age children shall always be auditioned and have costume fittings outside the normal school hours of the children concerned, including travel time.

5-3.03

- a) The hiring of a child less than six (6) years of age mandatorily requires the presence of his accompanying parent or of a responsible person designated by the child's parent.
- b) For the purposes of Clause a), an accompanying parent or at least one person designated for each group of three (3) children shall always be present.

5-3.04

The hiring of a child over six (6) years of age mandatorily requires the presence of his accompanying parent or of a responsible person designated by the child's parent. This person may be designated for one (1) or more children. This person may ask to be close enough to the child to be able to see and hear him, provided that such person does not obstruct the studio work.

5-3.05

If a child must ingest food during the filming of a commercial, the producer shall retain the services of a nurse or a child-care specialist of the same mother tongue as the child.

5-3.06

During recording sessions of a commercial involving one or more children, the producer shall undertake to ensure constant supervision and shall see to their well-being.

5-3.07

The recording day for a child less than six (6) years of age shall not last longer than three (3) hours, excluding meal and rest periods. No more than two (2) hours shall elapse between the time when the child has been asked to report and the time when he actually begins his work. In cases where the child is present for periods in excess of five (5) hours, the producer must obtain the authorization of the parent or the person accompanying the child for the child to continue working that same day.

5-3.08

The recording day for a child less than six (6) years of age shall not last longer than three (3) hours, excluding meal and rest periods. No more than two (2) hours shall elapse between the time when the child has been asked to report and the time when he actually begins his work. In cases where the child is present for periods in excess of five (5) hours, the producer must obtain the authorization of the parent or the person accompanying the child for the child to continue working that same day. Any additional time thus authorized by the parent or the person accompanying the child is paid at the overtime rate, and may not under any circumstances exceed one (1) hour.

5-3.09

For a child between six (6) and twelve (12) years of age, the work day may not under any circumstances exceed eight (8) hours, excluding meal and rest periods.

5-3.10

The producer agrees that the Union may intervene on behalf of the parents or other responsible persons in respect of the execution of the contract and of its filing. The producer shall therefore deliver to the Union the payments owing in accordance with this Agreement.

5-3.11

The producer shall assume the costs of transportation, accommodation and meals for the accompanying parent or the responsible person delegated by the parent at the same rate and in the same manner as the costs of the performer are assumed under this Agreement.

5-3.12

The hiring of a baby under two (2) years of age shall oblige the producer to retain the services of a nurse or of a child-care specialist of the same mother tongue as the child in order to ensure that the health and humanitarian needs of the baby are respected.

5-3.13

The duration of work of a child in a rehearsal or in a recording session shall be restricted as follows:

- under two (2) years of age: fifteen (15) consecutive minutes;
- two (2) years to sixteen (16) years of age: forty-five (45) consecutive minutes.

Between these work periods, the child shall benefit from a rest break of at least fifteen (15) minutes

CHAPTER 6-0.00 — ENGAGEMENT, RENEWAL AND TERMINATION

6-1.00 Engagement of the performer

6-1.01 Engagement

When the producer announces the holding of an audition or a shoot, the notice of audition form (breakdown) he uses must contain at least the following information:

- Requirements, desired characteristics;
- Description of commercial, provided in confidence;
- Advertiser;
- Type of product or service advertised;
- Products or services considered to be competing products or services;
- Scheduled shooting dates;
- Director's name.

6-1.02 Recommended performer

Name given to the performer who, at the end of the audition process, is informed by the producer that he is a prospective candidate for a role, to whom the producer must give a final answer as to whether he has been given the role.

Informing the performer that he is being recommended is a courtesy before engaging him and does not itself constitute an engagement. The performer is considered engaged when his engagement is confirmed as outlined below, and he is informed of the date of the recording.

6-1.03 Time period for confirmation of engagement

The producer shall inform the recommended performer or his agent of the final decision, positive or negative, no later than forty-eight (48) business hours after the producer asked the recommended performer to await an answer. If he has not had an answer by the end of this time period, the performer is free to take another engagement.

6-1.04 Confirmation of engagement

The producer confirms to the performer or his agent that he has been hired by sending him in writing all useful and available information, such as the date, time and location of the shoot and any other information he considers relevant, including the total time required.

6-1.05 Request to be on stand-by

If at the time of the confirmation of engagement the recording date has not yet been specifically determined, the producer may indicate the dates and times the performer is asked to be on stand-by, and when the start time is not mentioned, it is understood to be nine o'clock (9:00 a.m.).

Each day or part of a day for which the producer asks the performer to be on stand-by is paid in the following manner:

Effective from	Rate
September 1, 2012	\$432
September 1, 2013	\$449
September 1, 2014	\$462

unless the producer has sent an email to the performer to cancel, no later than ninety-six (96) hours before the call time. This compensation does not apply to the day on which the recording takes place and for which the performer receives a recording fee.

6-1.06 Contract

Every confirmation of an engagement results in the signing of a contract which repeats the terms of the engagement, in accordance with article 6-1.08.

6-1.07

The producer gives the performer all the relevant information before the contract is signed. The contract must at the least repeat the terms of the confirmation of engagement and contain all the information required by the specified form appended.

6-1.08

The performer shall sign Section I of the contract before the recording session and Section II after the same recording session. This contract shall be made in four (4) copies: the producer shall keep two (2) and shall deliver the remaining two (2) to the performer after the session. The performer shall keep one (1) copy and shall mail, immediately after the session, the copy indicated for this purpose. The information contained in Section II of this contract shall be deemed true and valid if it has not been contested by either party within five (5) business days of the execution of the said contract. In the event of contestation by mail, the postmark shall serve as proof of the contestation date. The contestation shall be made in writing to the other party. At the same time, the performer shall deliver a copy of his/her contestation to the Union.

6-1.09

The cast and use of each commercial shall appear on the form titled "Declaration of Use of Commercials," appended hereto.

A duly completed form must reach the Union within two (2) months of the recording session or within twenty (20) days of the beginning of each cycle (as applicable).

6-1.10

If a performer cannot complete his/her contract due to illness, the producer shall pay him/her at the base rate prescribed herein for the work performed and the expenses incurred. The performer shall have the burden of proving that he/she was prevented from working on account of illness.

6-1.11

- a) No contract shall contain terms or conditions inferior to the conditions of this Agreement.
- b) Nothing shall prevent a performer from receiving a fee higher than the applicable rate or from enjoying working conditions more advantageous than those contained herein.

6-2.00 Renewals

6-2.01

Renewals shall be paid within twenty (20) days of the beginning of each cycle.

6-3.00 Termination of contracts

6-3.01

Each party may terminate his/her contract, whether written or verbal, ninety-six (96) hours prior to the time of the performance call for recordings intended for use on all circuits (see article 2-1.18), with the exception of radio where a forty-eight (48) hour notice is required.

6-3.02

If either of the parties cancels his/her contract, whether written or verbal, less than ninety-six (96) hours or forty-eight (48) hours, as the case may be, prior to the time of the performance call, and where there is no superior force, the party shall owe the other party the fee prescribed in the contract.

6-3.03

The parties shall only be liable for damages resulting from their own fault or negligence on the condition that these damages have been sustained after the contract is signed.

6-4.00 Cancellation of a recording or of a renewal

6-4.01

With the consent of the performers, 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 in accordance with the following table:

- a) If the producer postpones the recording time from the calling time, the performer shall be compensated at the following rate:

Effective from	Rate
September 1, 2012	\$92
September 1, 2013	\$96
September 1, 2014	\$99

This compensation shall not apply if the time change notice is received by the performer 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 performer the number of hours or the amounts specified hereinafter:
- within a radius of forty (40) kilometres from the downtown area of the city where the performer's branch of the Union is located, the following amount:

Effective from	Rate
September 1, 2012	\$432
September 1, 2013	\$449
September 1, 2014	\$462

- outside a radius of forty (40) kilometres from the downtown area of the city where the performer's branch of the Union is located, five (5) hours at the overtime rate.

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

- c) If the producer calls a performer back to work after such performer has left the premises of work, he shall pay the performer for a minimum number of hours, as specified hereinafter:
- for on-screen performers:
 - four (4) hours of overtime;
 - for off-screen performers:
 - two (2) hours of overtime.

d) If the producer cancels a recording day because of bad weather, he shall pay the performer, for each day thus cancelled:

Effective from	Rate
September 1, 2012	\$432
September 1, 2013	\$449
September 1, 2014	\$462

However, demonstrators and extras shall be paid the annual rate for their category.

6-4.02

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

6-4.03

In the event of a major political, religious, artistic or sports event, or in the event of superior force, the producer may allow commercials to be pre-empted because of such an event and extend the current cycle accordingly.

6-4.04

Upon notice from the Union given eighteen (18) months following the first use of a commercial, the producer shall not begin any new cycle beyond a grace period of twenty-six (26) weeks.

After use of a seasonal commercial for two (2) consecutive years, the performer may notify the producer that he/she will not give his/her consent for the future. This notice shall be sent to the producer at least sixty (60) days following the end of the last cycle of the last season of use.

6-4.05

With the exception of seasonal commercials, if a commercial ceases to be used for three (3) consecutive cycles, it shall only be rebroadcast with the written consent of each of the performers concerned. A copy of these written consents from each of the performers concerned shall be sent to the Union prior to the new air date.

Seasonal commercials shall be used consecutively. If a seasonal commercial is not used during a season for which it has been qualified, the producer shall obtain the written consent of each of the performers concerned before rebroadcasting it.

6-4.06

Should a commercial stipulated in article 6-4.05 be rebroadcast without the written consent of the performers, the producer shall immediately withdraw the commercial from on-air use upon notice from the Union, sent by registered mail, and shall pay the amounts specified in article 6-4.07.

6-4.07

Should such a commercial be rebroadcast in accordance with article 6-4.05 the producer shall pay each performer, for the first cycle rebroadcast, one hundred and fifty percent (150%) of the fee stipulated in his initial contract. This fee shall be prorated to the rate in effect. See also article 4-1.12 for changes to a voice-over.

6-5.00 Late payment penalty

6-5.01

If a producer does not make his payment to the performer, care of the Union, within the deadlines set forth in articles 5-2.02 and 6-2.02, he shall add to such payments a compensation of four dollars (\$4) per commercial per business day he is late. However, after thirty (30) days of such lateness, this compensation shall cease unless the Union notifies the producer, by registered letter, that the payment is past due. In this case, if payment in full, plus the compensation, is not made within twelve (12) business days of this notice, the performer shall be entitled to additional compensation of eight dollars (\$8) per business day per commercial, retroactive to the date of receipt of the notice. If payment in full is not made after thirty (30) days of such compensation of eight dollars (\$8), the producer shall be called to appear before a committee representing the Union and the Joint Producers, failing which said producer shall be deemed unfair, without however cancelling his debt to the performer.

6-5.02

Any “*bona fide*” contestation shall suspend the application of this article until an agreement is reached or an arbitration decision is rendered. Any payment owed shall be made within ten (10) days of the Agreement or of the arbitration decision, after which time the penalties stipulated in article 6-5.01 shall begin to apply.

CHAPTER 7-0.00 — WORKING CONDITIONS

7-1.00 Recording

7-1.01

The performer reserves the right to refuse to work in or under conditions that have not been specified in the performance call.

7-1.02

The producer undertakes to deliver to the Union, either in writing, by fax or by telephone, the following information:

- a) the date, time, and location(s) of shooting,
- b) the name of the agency or sponsor,
- c) the name of the product,
- d) complete list of the cast and rates accepted by the performers,
- e) special conditions, NOTABLY
 - for sound recording:
 - twelve (12) hours before the recording date;
 - for filming:
 - seventy-two (72) hours before the filming date.

In all exceptional cases where the producer is unable to send the performance call to the Union within the aforementioned times, he shall send it to the Union as soon as possible before the time of the performance call.

7-1.03

The work week shall normally extend from Monday to Friday. However, it may include Saturdays and Sundays with the consent of the performer.

7-1.04

A commercial shall be recorded on recording days, which shall be divided into recording sessions.

7-1.05

The recording day shall normally last eight (8) hours, exclusive of meal periods. It shall start at the time of the performance call and end one-half (½) hour after the performer is dismissed; this one-half (½) hour is for make-up removal or costume change, as requested.

7-1.06

The recording session shall be made up of consecutive hours and shall last no more than six (6) hours, plus a period of fifteen (15) minutes if required to finish a scene.

7-1.07

In cases where the recording session lasts more than six (6) hours, or six (6) hours and fifteen (15) minutes if the grace period specified in article 7-1.06 is used, a meal penalty shall be paid at the overtime rate (see article 9-3.02), without this overtime period being deducted from his/her recording time.

7-1.08

The recording day shall not include more than three (3) sessions, the total of which shall not exceed fifteen (15) hours.

7-1.09

The intervals between sessions of a same recording day shall not be less than one hour (1) nor more than an hour and a half (1½).

7-1.10

Production meetings held during the recording period shall be an integral part of the recording time.

7-1.11

The performer shall report at the time specified in the performance call. The producer may deduct from the performer's fee the equivalent of one (1) overtime hour for each half-hour (½) of lateness on the part of the performer starting from the time of his/her performance call, and his working hours will be included starting from the time of his/her arrival.

7-1.12

If a performer agrees to work beyond included hours or to retake a recording in whole or in part, and in so doing must obtain release from other engagements, the producer will reimburse the performer's losses in accordance with the submitted proof.

7-1.13

Work done between eleven o'clock in the evening (11:00 p.m.) and six o'clock in the morning (6:00 a.m.) shall be considered night hours.

7-1.14

Included hours shall be taken on the same day and shall always be consecutive. If a performer is involved at the same time in the recording of more than one commercial for the same product or service, the total included hours may be spread over a number of days

equal to the number of commercials, without ever exceeding eight (8) included hours per day, as long as the performer has been advised of this fact at the time of the performance call.

7-1.15

The rehearsal session is paid as follows:

- a) When it takes place at the time and location of the recording, it is considered as recording time;
- b) Otherwise, it is paid at the overtime rate with a minimum performance call of two (2) hours. The costume fitting and the rehearsal may be done during the same two-hour (2-hour) period;
- c) When it takes place at a location outside of a forty-kilometre (40-km) radius from the downtown area where the performer's regional branch of the Union is located, travel and living expenses shall apply as specified hereunder.

7-1.16

Any performance call outside of the hours included, which has not been explicitly provided herein, and which is used in one way or another to prepare the recording as such, shall be paid at the overtime rate, with a minimum call of two (2) hours and, beyond that, the hourly rate shall be divisible to the nearest half-hour ($\frac{1}{2}$ h).

7-1.17

Upon presentation of vouchers (receipts, etc.), the performer shall be reimbursed for all expenses incurred at the producer's request. Such requests shall be reasonable and related to the needs of the recording (e.g., vaccination for shooting abroad, coaching or training, etc.).

7-2.00 Rest periods

7-2.01

The performer is entitled to a rest period of twelve (12) hours between the end of one recording day and the beginning of the next.

7-2.02

Performers shall be entitled to a rest break of at least one (1) hour and no more than an hour and a half ($1\frac{1}{2}$) between two (2) sessions. These rest breaks may coincide with meal periods.

7-2.03

During a session, performers shall be entitled to a ten (10) minute rest break per hour or to a twenty (20) minute period every two (2) hours, depending on production schedules. These rest breaks shall be an integral part of the working hours.

7-3.00 Meals

7-3.01

Meal periods shall last at least one (1) hour and no more than an hour and half (1½). The interval between the end of a meal period and the beginning of the next shall not be less than four (4) hours.

7-4.00 Wardrobe

7-4.01

All specific clothing requested by the producer shall be supplied to the performer. However, a variety performer presenting his/her own number shall supply his/her own costumes and accessories.

7-4.02

A costume fitting shall be held by appointment. If it is held at the time and place of recording, it shall be considered as part of the working hours. Otherwise, it shall be paid the equivalent of one (1) hour overtime if it takes place on the recording date and two (2) hours overtime if it does not take place on the recording date.

A costume fitting taking place outside of the city of the performer's regional branch of the Union but not on the recording date, shall entitle the performer to four (4) hours of overtime, unless the costume fitting takes place on the location of a film shoot that has necessitated group travel, in which instance the preceding paragraph applies.

7-4.03

Upon presentation of vouchers, the producer shall reimburse the performer for any damage to his/her working clothes or props, provided the performer has reported such damage before leaving the premises, and that he establishes that the damage is due to the producer's negligence.

On the other hand, the performer, upon presentation of vouchers, shall compensate the producer for the damage he has caused to effects left in his care, provided the producer has reported such damage before the performer's departure and establishes that said damage was due to the performer's negligence.

7-4.04

A performer may, at the producer's request, provide one or more articles of clothing or accessories he already owns, provided that this is not a condition of being hired.

A performer who provides clothing, other than what he is wearing when he arrives for the recording, is entitled to compensation of twenty-five dollars (\$25), whether or not the clothing is used.

7-5.00 Make-up

7-5.01

The make-up session shall be considered as recording hours.

7-5.02

The producer shall make available to the performer all materials needed for make-up removal. For character make-up, he shall make available all required personnel.

7-6.00 Doubling

7-6.01

Doubling occurs when, in the same commercial, the performer:

- a) plays an on-screen role other than principal performer and is also the voice-over;
- b) plays the role of different people within the same commercial, with the exception of an entertainer or imitator;
- c) is both a voice-over and off-camera soloist or duettist;
- d) sings more than one (1) melodic line used simultaneously;
- e) sings a melodic line which will be subsequently harmonized technically.

7-6.02

In the case of paragraphs d) and e), the remuneration for more than one function shall be limited to double the rate.

7-6.03

The performance of one of the functions included in article 3-1.01 shall include all participation therein as an extra; the performance by a soloist shall include his/her participation as a group singer associated with the performance.

7-7.00 Travel

7-7.01

If a producer calls a performer to a location outside of a forty-kilometre (40-km) radius from the downtown area where the performer's regional branch of the Union is located, and makes no transportation facilities available, the producer shall pay the performer's transportation at an economy class fare for long airline flights, and the first class fare for any other means of transportation.

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 nine (9) 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, but with a maximum of nine (9) hours per twenty-four-hour (24-hr) period. However, this maximum is twelve (12) hours if the scheduled travel time exceeds eighteen (18) hours per twenty-four-hour (24-hr) period. For instance, a scheduled flying time of seventeen (17) hours, plus three (3) hours of transit time, for a total of twenty (20) hours within the same twenty-four-hour (24-hr) period shall entitle the performer to twelve (12) hours of travel.

Upon presentation of vouchers, the producer shall also pay for the taxi between the performer's residence and the airport, and the return trip or, at the performer's option, the sum of forty-three cents (\$0.43) per kilometre between the performer'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 performer permission to travel by any other means than airplane or train.

7-7.03

The downtown area of the city where the performer's regional branch of the Union is located shall be used as the departure and arrival point in establishing distances travelled. Performers 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 performer shall be solely responsible for accidents in which he/she might be involved during the trip.

7-8.00 Workplace health and safety

7-8.01 Performance risk

When a producer asks a performer to perform an action that is beyond his general experience or that could be considered dangerous, and which is not specifically called for in the contract or for which the conditions of performance differ substantially from those specified in the contract, the performer may either refuse to perform it, in which case he is paid for his normal working day, or negotiate an additional fee.

7-8.02

The producer shall take all means necessary to ensure the health and safety of the performers at all times. He shall also see to it that they are treated civilly, have proper lodgings and travel in safety, and that there is a safe place to put the performers' personal belongings.

7-8.03

The producer shall provide a performer who is injured during the performance of his contract with the necessary help so that he can benefit from first aid.

7-9.00 Special conditions concerning dancers

7-9.01

As soon as a producer hires a dancer and a choreographic work must be created, modified, directed, adapted or supervised, he shall also hire a choreographer.

7-9.02

A dancer's performance call shall always include a warm-up of half an hour (½ hr), and each hour of work shall include a rest break of ten (10) minutes. These rest breaks shall form part of the hours included.

7-9.03

In terms of choreographic requirements, and given the circumstances of the shoot, the producer shall ensure that dancers perform only on a safe surface.

7-9.04

- a) The producer undertakes to provide all essential clothing for the costume (including shoes, socks, tights, etc.).
- b) Shoes shall be appropriate for the services requested; they shall be safe, in good condition and be the right size and match the foot shape. They shall be distributed at the beginning of rehearsals in order to see to adjustments, if necessary.
- c) Shoes shall be fitted with nonskid soles and heel supports if required by the dancer and it is proven necessary. The dancer shall, however, specify these requirements at the rehearsal or upon engagement on the condition that the dancer is then provided with the information required to make an assessment.

7-9.05

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

7-9.06

A dancer shall never be left alone while performing during an audition.

7-10.00 Special conditions concerning stunt performers

7-10.01

As soon as a producer hires a stunt performer for a stunt requiring a stunt coordinator, he shall also hire a stunt coordinator with the experience required to evaluate the stunt and to coordinate and supervise the performance thereof.

7-10.02

When a producer hires a stunt coordinator, the stunt coordinator shall determine the feasibility of a stunt, ensure its planning and preparation, and decide on the number of people required and the precautionary measures needed.

A stunt coordinator shall be hired first in order to identify the stunt performer(s) capable of performing the stunt and to advise the producer in making his choice. The stunt coordinator shall furthermore ensure the good condition of any equipment used for a stunt (vehicles, accessories, equipment, etc.).

7-10.03

The audition of a stunt performer can be used only to determine whether or not the stunt performer meets photographic or cinematic criteria. A stunt performer shall not be required to perform the projected stunt. However, he may be requested to demonstrate his capabilities.

7-10.04

A written contract between the stunt performer and the producer shall be signed prior to the performance of any stunt and it shall contain the following clauses:

- a) the exact type of stunt to be performed and the number of takes included;
- b) the stunt performer's consent to perform the stunt as described;
- c) the stunt performer's fee and the fee for each take over and above those already included.

7-10.05

If a stunt performer is requested to perform a different stunt from that described in the contract, he may refuse to do so, in which case a principal actor fee shall be paid at the spot rate, or he may reserve the right to negotiate an additional fee or sign a new contract.

7-10.06

The producer shall make every effort so that the stunt performer's work is performed as safely as possible. He shall consent to any reasonable request made by the stunt performer regarding this matter.

Without limiting the generality of the foregoing, he shall ensure, *inter alia*, that:

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

7-10.07

Following the performance of a physically exhausting stunt, the stunt performer shall be entitled to a rest break of fifteen (15) minutes, in addition to the time required to change clothes.

CHAPTER 8-0.00 — SPECIAL PROVISIONS FOR PRODUCTION

8-1.00 Special provisions for production

8.01

The producer shall not be exempted from any of his obligations to the performer by having his auditions handled or carried out by a third party (see article 9-1.18).

8-2.00 Post-synchronization and dubbing

8-2.01

With the exception of cases where performers appearing on camera must sing, the producer shall not produce, broadcast or distribute any post-synchronized recording in which a member of the Union is dubbed in his/her mother tongue without the written consent of the Union.

8-2.02

The broadcast of a dubbed commercial shall constitute a new commercial as far as the on-camera cast is concerned.

8-3.00 Publications

8-3.01

A photography session normally lasts two (2) hours, including make-up and wardrobe. All other hours shall be considered as overtime.

8-3.02

A single ad may contain more than one photograph.

8-4.00 Double shooting

8-4.01

If a commercial is produced at the same time in both French and English and has performers speaking on camera:

- a) All performers shall sign two contracts, one for UDA and another for ACTRA, with the exception of performers who participate in only one of the two (2) versions. In this case, a UDA contract shall be signed by the performer participating in the

French version and an ACTRA contract shall be signed by the performer participating in the English version.

- b) If a performer signs two (2) contracts, the call time shall be necessarily the same in both contracts. However, as soon as the recording of one version (English or French) has been completed, the hours included and the overtime hours shall no longer be recognized for such contract but will continue to be recognized for the other one until such time as that recording is also completed.
- c) The full amount of the fees provided for in each contract for the hours included for the recording of a commercial shall be paid to the performers.
- d) One hundred percent (100%) of the rate stipulated in the Agreement shall be paid for the overtime hours and for the recall.
- e) Fifty percent (50%) of the rate specified in the Agreement shall be paid to the performer for travel time, wardrobe, make-up, night work, rehearsal sessions and meal penalties, on condition that the ACTRA contract covers the other fifty percent (50%) of the rate concerning the items mentioned in this paragraph. Failing this, the performers shall receive one hundred percent (100%) of the rate specified herein.
- f) shall be paid in accordance with each agreement (UDA and ACTRA).

CHAPTER 9-0.00 — RATES

9-1.00 General provisions

9-1.01

Commercial rates shall take into account the type of commercial, the broadcast circuit and the performer's function (see article 3-1.01).

9-1.02

All commercials shall be paid per circuit and per cycle, according to the use made of them. Example: a television commercial paid for network use for the first cycle shall be paid the spot rate for the second cycle if it is to be broadcast as a spot in this second cycle.

9-1.03

A performer who participates in the recording of a first tag and who is not already part of the main commercial shall be paid at the rate of the main commercial.

9-1.04

If the performer is already part of the main commercial, the first tag is included in the price of the main commercial. All additional tags and any tag recorded after a new performance call shall be paid, for each one, at the amount indicated below or, if only one tag was recorded at a recording session after a new performance call, at the amount indicated below plus one (1) overtime hour:

Number of tags	September 1, 2012	September 1, 2013	September 1, 2014
1 to 10	\$152	\$158	\$163
11 to 20	\$112	\$116	\$119
21 and more	\$85	\$88	\$91

The volume discount applies only for tags recorded on the same day with eight (8) included hours. After this eight-hour (8-hr) inclusive period, overtime hours shall apply over and above the fee determined for the tags.

9-1.05

- a) The recording or use of one (1) opening billboard, closing billboard or cross-plug shall be paid one-third (1/3) the price of a sponsorship commercial.
- b) The recording or use of two (2) billboards shall be paid one-half (1/2) the price of a sponsorship commercial.
- c) The recording or use of three (3) billboards shall be paid the price of a sponsorship commercial.

9-1.06

The beginning of each cycle shall be subject to the conditions in effect at the time of renewal, and overscale clauses shall be increased in proportion, unless a period of time for their application has been specifically mentioned. Once such specified period of time has elapsed, the pro rata shall apply.

9-1.07

The use in English only (or in any other language) of a commercial, recorded under the Union’s jurisdiction, shall be paid at the rate of a general commercial.

9-1.08

A commercial used in French and in another language during the same cycle and produced under the Union’s jurisdiction, shall be paid one hundred and fifty percent (150%) of the general commercial rate.

9-1.09

The right to use a commercial in foreign countries shall be paid at the general commercial rate.

9-1.10

The use of a commercial produced under the Union’s jurisdiction in French in Canada and in a French-speaking country during the same cycle shall be paid one hundred and twenty-five percent (125%) of a general commercial.

9-1.11

Demonstration commercials shall be paid fifty percent (50%) of the rate. If the producer informs the Union of the date of first use within two (2) months of the recording date, he shall pay the performer an additional fee of seventy-five percent (75%) (totalling one hundred and twenty-five percent [125%]); but should he supply information concerning first use at a later date, he shall pay the performer one hundred percent (100%) of the fee (totalling one hundred and fifty percent [150%]).

Furthermore, the exclusivity granted by the performer shall cease to exist if the Union is not informed of the date of first use within three (3) months of the recording date.

9-1.12

A choir master shall be paid twice the overtime hourly rate, with a minimum guarantee of:

	September 1, 2012	September 1, 2013	September 1, 2014
Choir master	\$395	\$411	\$423
Minimum rate per recording. No other amounts shall be payable for renewed cycles.			

9-1.13

If doubling occurs, each function shall be paid the official rate. The included hours shall be cumulative, and holiday, overtime and night hours shall be multiplied by the number of functions.

9-1.14

Variety performers, dancers, puppeteers, mimes and stunt performers shall be paid as principal performers.

9-1.15

Understudies and cues shall be paid the overtime hourly rate with a minimum guarantee of two (2) hours.

9-1.16

The manipulator shall be paid as a silent performer.

9-1.17

Post-synchronization shall be paid in one of the following manners:

- a) for artists who post-synchronize their own voice, a minimum of four (4) overtime hours;
- b) for artists who post-synchronize any other voice, including cartoons and puppets, one hundred and twenty-five percent (125%) of the voice-over rate;
- c) in dubbing, one hundred and twenty-five percent (125 %) of the principal performer's rate.

9-1.18

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, minimum 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, minimum one (1) hour.

The producer or his or her representative undertakes to set the exact time of the audition or callback audition, but will not be required to pay the artist if he or she is more than ten (10) minutes late for the set audition time.

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 clause, 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 Union.

9-1.19

Soloists and voice-overs who perform off-camera in a commercial produced in whole or in part outside the Union's jurisdiction and in which a non-member of the Union participated, shall be paid at the rate of principal performers.

9-1.20

With the exception of a permit holder, a performer identified by name shall be paid one hundred and fifty percent (150%) of the applicable rate.

9-1.21

In the case of article 4-1.14, the concurrent use of an original commercial and of its abridged or corrected versions shall be paid as separate commercials.

9-2.00 Short-term commercial

9-2.01

A discount on the cycle rate shall be granted in the following circumstances and as follows:

- a) a discount of forty percent (40%) on a commercial used only seven (7) consecutive days during the same cycle;
- b) a discount of thirty per cent (30%) on a commercial used only fourteen (14) consecutive days during the same cycle;
- c) a discount of twenty per cent (20%) on a commercial used only twenty-one (21) consecutive days during the same cycle.

These discounts shall not apply to the tag.

Performers participating in a short-term commercial shall be so advised at the time of the performance call and this fact shall be mentioned in the contract.

Each short-term commercial may only be used for the period indicated in the contract, and the producer may not rebroadcast it unless he has the performer sign a new contract.

However, a commercial that has been used for one cycle or more can subsequently be reused under the short-term conditions.

9-3.00 Sponsorship commercial (spot and network)

9-3.01

The rate for a sponsorship commercial shall be established on a gradual basis:

- a) if a commercial is broadcast in accordance with one of the two conditions appearing in the sponsorship commercial definition (see article 2-1.03 c)), the advertiser shall add ten percent (10%) of the sponsorship commercial rate to the amount already paid for the cycle (spot or network, depending on the broadcast category) for a performer who has signed at that rate;
- b) for those performers who have negotiated a rate higher than the normal rate, the ten percent (10%) shall be calculated on the sponsorship commercial rate, grossed up by the proportion of the negotiated rate over the base rate

This payment shall be made for each use in the sponsorship category, starting with the first use as a sponsorship commercial to the end of the current cycle and until the maximum rate provided for a sponsorship commercial is reached (see Rate Schedule, articles 9-4.01 et seq.). The total of the amounts paid in these cases (cycle rate plus sponsorship uses) shall not exceed the rate indicated for the sponsorship commercial (spot or network, depending on the broadcast category).

However, a sponsorship commercial that simultaneously meets the two (2) conditions specified in the definition of a sponsorship commercial (see article 2-1.03 c)), shall be paid according to the rates established for a sponsorship commercial (see Rate Schedule, articles 9-4.01 et seq.) and not on a gradual basis.

9-3.02

Payment of the network sponsorship rate shall include the right to use the commercial simultaneously in all categories; payment of the spot sponsorship rate shall include the right to use the commercial as a spot or network commercial; payment of the network commercial rate shall include the right to use the commercial as a spot commercial.

9-4.00 Rate Schedule

9-4.01

The following presentation in a synoptic table is meant to facilitate the consultation. For any interpretation, please refer to the complete text in the related article.

New No.	Previous No.	Item	September 1, 2012	September 1, 2013	September 1, 2014
9-1.18	9.18	Audition: first hour	free of charge		
9-1.18	9.18	Callback audition : first hour	\$50	\$50	\$50
9-1.18	9.18	Audition and call back second hour et seq.	\$70	\$70	\$70
6-4.01 a	6-11 a	Postponed recording time	\$92	\$96	\$99
6-4.01 b	6-11 b	Postponed call date	\$432	\$449	\$462
6-4.01 d	6-11 d	Weather postponement	\$432	\$449	\$462
6-1.05		Stand-by day	\$432	\$449	\$462
9-1.04	9.04	Tags 1 to 10	\$152	\$158	\$163
9-1.04	9.04	Tags 11 to 20	\$112	\$116	\$119
9-1.04	9.04	Tags 21 or more	\$85	\$88	\$91
2-1.39	2.40	Overtime hour	\$105	\$109	\$112
2-1.43	2.44	Additional overtime (11th hour and more)	\$124	\$129	\$133
2-1.40 / 2-1.38	2.41 / 2.39	Included night hour	\$65	\$68	\$70
2-1.39 / 2-1.40	2.40/2.41	Overtime night hour	\$175	\$182	\$188
2-1.42	2.43	Holiday hour (surplus payment)	\$49	\$51	\$53
7-7.01	7.27	Travel time	\$92	\$96	\$99
2-1.37	2.38	Waiting time	\$92	\$96	\$99
9-14.01	9.43	Per diem accommodation (lodgings and meals)	\$257	\$267	\$275
9-14.01	9.43	Meal allowance (meals only)	\$106	\$110	\$113
7-7.01	7.27	Mileage rate	\$0.43	\$0.43	\$0.43
11-1.01	11.01	Television service fees	\$275	\$275	\$275
11-1.01	11.01	Radio service fees	\$80	\$80	\$80

The Demonstrator and Extra rates are annual rates

SPECIAL FUNCTIONS			
New No.	Previous No.		
9-1.14	9.14	Variety performers	Principal performer rate
9-1.14	9.14	Stunt performer	Principal performer rate
9-1.12	9.12	Choir master	Double overtime hourly rate, minimum: \$395/\$411/\$423
9-1.14	9.14	Dancer	Principal performer rate
9-1.15	9.15	Understudy	Overtime hourly rate, minimum 2 hours
9-5.01	9.25	Duettist	TV: voice-over rate /Radio: principal performer rate
9-1.16	9.16	Manipulator	Silent performer rate
9-1.14	9.14	Puppeteer	Principal performer rate
9-1.14	9.14	Mime	Principal performer rate
9-1.15	9.15	Cues	Overtime hourly rate, minimum 2 hours
9-5.01	9.25	Soloist	TV: voice-over rate/Radio: principal performer rate

9-5.00 Radio commercial

9-5.01 General radio commercial

	September 1, 2012	September 1, 2013	September 1, 2014	Included hours
One (1) commercial				
Principal performer, Duettist, Soloist	\$479	\$498	\$513	1.5
Group Singer	\$336	\$349	\$360	2
Two (2) commercials				
Principal performer, Duettist, Soloist	\$663	\$689	\$710	1.5
Group Singer	\$457	\$475	\$489	2
Three (3) or more commercials (per commercial)				
Principal performer, Duettist, Soloist	\$279	\$290	\$299	1
Group Singer	\$171	\$178	\$183	1

9-5.02 Local radio commercial

	September 1, 2012	September 1, 2013	September 1, 2014	Included hours
One (1) or two (2) commercials				
Principal performer, Duettist, Soloist	\$435	\$452	\$466	1
Group Singer	\$312	\$324	\$334	2
Three (3) or more commercials (per commercial)				
Principal performer, Duettist, Soloist	\$186	\$193	\$199	2
Group Singer	\$122	\$127	\$131	2

9-6.00 Television commercial

9-6.01 General television commercial

A general television commercial shall be paid according to the following schedule:

GENERAL TELEVISION				
	September 1, 2012	September 1, 2013	September 1, 2014	Included hours
Principal performer				8
Spot	\$1,268	\$1,319	\$1,359	
Network	\$1,777	\$1,848	\$1,903	
Sponsorship-spot	\$2,212	\$2,212	\$2,212	
Sponsorship-network	\$2,487	\$2,487	\$2,487	
Silent performer, voice-over, soloist, duettist				4 VO, 8 SP
Spot	\$874	\$909	\$936	
Network	\$1,222	\$1,271	\$1,309	
Sponsorship-spot	\$1,521	\$1,521	\$1,521	
Sponsorship-network	\$1,713	\$1,713	\$1,713	
Principal extra, group singer				4 GS, 8 PE
Spot	\$567	\$590	\$608	
Network	\$792	\$824	\$849	
Sponsorship-spot	\$985	\$985	\$985	
Sponsorship-network	\$1,108	\$1,108	\$1,108	
Demonstrator	\$610	\$634	\$653	8
Extra (1 to 25)	\$282	\$294	\$303	8
Extra (group of 26 to 50)	\$252	\$262	\$270	8
Extra (group of 51 and more)	\$210	\$218	\$225	8

Hourly rates are paid to the nearest half (1/2) hour

If there are twenty-six (26) or more group extras in a production, all the group extras, starting with the first one, shall be paid at the group extra rate and not at the extra rate for the first twenty-five (25); the twenty-sixth and subsequent ones shall also be paid at the group extra rate.

9-6.02

The group extra fee shall be applicable on the following conditions:

- 1) The group extra fee shall apply only to scenes involving six (6) extras or more. For instance, if there are only five (5) extras in a scene, they will be paid at the extra rate (1 to 25). Participation as an extra includes participation as a group extra, and therefore no doubling thereof is allowed;
- 2) Extras cannot be identified and cannot receive individual staging directions. However, in a group of extras, different staging directions may be given to a sub-group of at least six (6) extras without necessarily being individual staging directions provided that such directions do not concern expression or interpretation,

but rather moving from one place to another or simple actions, and that in the final version, such performers do not stand out from the rest of the group;

- 3) Notwithstanding articles 3-2.02, 3-2.03, 3-2.04, 3-2.05, 3-2.06 and 3-2.09, if a UDA non-member obtains a permit for the function of a group extra in a commercial, the price of the said permit shall then be sixty dollars (\$60), (or fifty dollars (\$50) in the case of a UDA apprentice). At least (10) days before the recording, the producer shall send the UDA a list of persons for whom a permit has been requested, indicating the reason for not recruiting candidates from among active UDA members.

9-6.03

A dealer commercial shall be paid at the rate of a spot sponsorship commercial.

9-6.04 Intermediate television commercial

An intermediate television commercial shall be paid according to the following schedule:

INTERMEDIATE TELEVISION				
	September 1, 2012	September 1, 2013	September 1, 2014	Included hours
Principal performer				8
Spot	\$1,036	\$1,077	\$1,109	
Network	\$1,452	\$1,510	\$1,555	
Sponsorship-spot	\$1,809	\$1,809	\$1,809	
Sponsorship-network	\$2,035	\$2,035	\$2,035	
Silent performer, voice-over, soloist, duettist				4 VO, 8 SP
Spot	\$778	\$809	\$833	
Network	\$1,087	\$1,130	\$1,164	
Sponsorship-spot	\$1,352	\$1,352	\$1,352	
Sponsorship-spot	\$1,521	\$1,521	\$1,521	
Principal extra, group singer				4 GS, 8 PE
Spot	\$466	\$485	\$500	
Network	\$654	\$680	\$700	
Sponsorship-spot	\$814	\$814	\$814	
Sponsorship-network	\$916	\$916	\$916	
Demonstrator	\$529	\$550	\$567	8
Extra	\$239	\$249	\$256	8

Hourly rates are paid to the nearest half (1/2) hour

9-6.05 Local television commercial

A local television commercial shall be paid according to the following schedule:

LOCAL TELEVISION				
	September 1, 2012	September 1, 2013	September 1, 2014	Included hours
Principal performer	\$937	\$974	\$1,003	8
Silent performer, voice-over, soloist, duettist	\$646	\$672	\$692	8 SP, 4 VO
Principal extra, group singer	\$429	\$446	\$459	8 PE, 4 GS
Demonstrator	\$519	\$540	\$556	8
Extra	\$230	\$239	\$246	8

Hourly rates are paid to the nearest half (1/2) hour

9-7.00 Testing commercial

9-7.01

A commercial used for testing purposes shall be paid at the rate of a local commercial, provided that:

- a) it is used for one (1) cycle only;
- b) it is used on a single station, outside the metropolitan areas of Montreal, Quebec City, Ottawa and Sherbrooke;
- c) performers are informed of its intended use prior to the performance call;
- d) the producer has delivered an *affidavit* to the Union certifying the nature and use of the commercial.

9-8.00 Use of stills

9-8.01

If a performer participates in a commercial by means of stills rather than by personal appearance, he/she shall be paid as a silent performer.

9-9.00 Commercial exceeding one (1) minute

9-9.01

With the exception of a demonstrator and an extra, a commercial exceeding one (1) minute in length shall be paid double the rate of a one-minute commercial; a commercial exceeding two (2) minutes at triple the rate of a one-minute commercial, and so forth.

9-9.02

On television, exceptionally, a sponsorship commercial exceeding one (1) minute but less than ninety (90) seconds in length shall be paid at the rate of a general commercial.

9-10.00 Commercial broadcast in error

9-10.01

The producer shall be responsible for payment for a commercial broadcast in error by a station and shall pay each of the performers involved seven and a half percent (7.5%) of the rate for each day of such broadcast, up to a maximum of one hundred percent (100%), with the possibility of applying any articles of this Agreement when more advantageous for the producer.

9-11.00 Exclusivity

9-11.01 Nature of exclusivity

a) Exclusivity for competing products

Exclusivity may be granted by a performer engaged at the minimum rate only for commercials for products directly competing with each other. Two (2) products or services compete directly with each other if they are the same type of product or service but carry two (2) different trade names or trademarks (e.g. Pepsi/Coke, Ford/Chevrolet, Colgate/Crest, RE/MAX – Real Estate Brokers/ La Capitale – Real Estate Brokers, etc.).

Products or services shall not be considered to compete directly with each other simply because both are made or offered by the same advertiser, or because they are made or offered by advertisers competing for other products or services than the one in the commercial.

b) Exclusivity for non-competing products

Exclusivity may be requested only for non-competing products (e.g. beer, milk, soft drinks) if the performer is paid a fee greater than or equal to one hundred and fifty percent (150%) of the single rate.

c) Exclusivity not required

1. Demonstrators, extras and group singers do not have to guarantee or grant exclusivity to the producer.
2. Exclusivity may be requested in the case of a voice-over only if the performer is paid a fee greater than or equal to one hundred and fifty percent (150%) of the single rate.

9-11.02 Duration of exclusivity (new)

A performer shall be required to uphold his exclusivity with regard to any commercial for a competing product in which he took part and which meets at least one of the following criteria at the time of audition:

- a) On-air use;
- b) Was broadcast within the previous thirty-nine (39) weeks;
- c) Was recorded less than six (6) months earlier;
- d) Was recorded less than one (1) year earlier, for which extension payments were made in accordance with article 5-2.02 c));
- e) Was not withdrawn from on-air use under 6-4.04.

Performers who knowingly record a commercial violating the exclusivity to which they are bound may be called upon to reimburse all fees collected from the second advertiser for such new commercial, as well as the producer's payment to the Caisse de sécurité des artistes.

9-11.03 Auditions

In a producer's breakdown, he shall clearly indicate products considered to be competing products. He shall respect this list and may not make any additions thereto at the time of the audition.

9-12.00 Public halls and closed circuit

9-12.01

A commercial broadcast in public halls and/or on closed circuit and/or on DVD or another physical medium shall be paid at the local spot commercial rate, except for commercials aired in movie theatres or on airplanes, which shall be paid at the intermediate spot commercial rate. However, a commercial in a radio or television cycle may be broadcast on airplanes at no additional fee.

The cycles for a commercial on DVD or another physical medium shall be paid on the basis of the period in use, i.e. as long as the DVD or other physical medium containing the commercial is marketed. The annual rate shall be three (3) times the price of the cycle.

For example, this list not being restrictive, the following media shall be considered closed circuits or public halls: fair, exhibition, store, public transport facility, club, restaurant, hotel, stadium, arena.

9-12.02

The recording of a script accompanying the screening of advertising stills of a duration not exceeding fifteen (15) minutes shall be paid according to the following schedule:

	September 1, 2012	September 1, 2013	September 1, 2014
Voice-over (1 hour included)	\$421	\$438	\$451
Group singer (1 hour included)	\$260	\$270	\$278
Overtime hours	\$79	\$82	\$84

9-12.03

The recording of a script accompanying an advertising film shall be paid per reel and at the price indicated in the foregoing schedule. After the first reel, the half-rate shall apply for every half reel.

9-13.00 Publications

9-13.01

a) An advertising photograph of a member of the Union who is identified with a product or a service through radio or television commercials and that is used for one of the three (3) cases mentioned below shall be paid a fee equivalent to rate per cycle per circuit:

- publications: newspapers, magazines, etc.;
- commercial products : packaging, wrapping, labelling;
- displays: billboards, signs, point of sale material.

b) The rates are as follows:

	September 1, 2012	September 1, 2013	September 1, 2014
Rate (2 hours included)	\$529	\$550	\$567
Additional hours	\$79	\$82	\$84

c) The express agreement of a member of the Union must be obtained before his photograph can be used for advertising purposes.

9-13.02

The annual rate of article 9-13.01 is three (3) times the price of the cycle in each of the three (3) cases.

9-14.00 Miscellaneous charges

9-14.01

The per diem accommodation rates shall be:

	September 1, 2012	September 1, 2013	September 1, 2014
Accommodation and meals	\$257	\$267	\$275

to cover all personal expenses incurred when the performer stays in a hotel or motel as authorized by the producer; this payment shall be made to the performer before his/her departure.

If the employer pays for the performer's lodgings, the meal allowance shall be:

	September 1, 2012	September 1, 2013	September 1, 2014
Meals only	\$106	\$110	\$113

No per diem accommodation expenses (except for travel time) shall be paid if the producer pays for the performer's lodgings and meals.

9-14.02

In the case of a production done outside of a radius of forty (40) kilometres from the downtown area of the city where the performer's branch of the Union is located, each performance call day shall be paid no less than the equivalent of eight (8) hours of overtime and each waiting day to which the performer consents shall be paid at least the equivalent of four (4) hours of overtime.

9-14.03

The producer shall pay the performer the current rental cost of any costume or accessory supplied by the performer at the producer's request and which is not considered a part of his/her normal wardrobe.

9-14.04

If a producer requests that the performer visit a hairdressing, tanning salon or beauty parlour before the recording, he shall pay the cost of the session and two (2) hours of overtime.

9-15.00 Special Events

9-15.01

All or part of a commercial can be broadcast without the payment of any additional fee within the framework of an advertising contest or an awards gala.

The broadcasting of a commercial in the course of an information program, news or reportage shall not constitute a renewal of the cycle giving entitlement to a fee if such broadcast is not made for the purpose of promoting the advertiser's commercial interests but rather for the purpose of promoting the value of the commercial as such.

CHAPTER 10-0.00 — SPECIAL PROVISIONS

10-1.00 Professional Relations Committee

10-1.01

The Professional Relations Committee is made up of the President and the Director of Labour Relations of the Union des artistes, on the one hand, and the President of the AAPQ and either the President of ICA or the Vice-President of ACA, on the other hand.

This Committee's aim shall be to clarify the provisions of the Agreement and discuss the major orientations of labour relations between the parties.

The Committee shall meet in Montreal at least once a year.

10-1.02

The parties hereto agree to discuss on all subjects in advance, including any tests, undertakings or performances not provided for herein. The Professional Relations Committee must receive any plan or request in writing at least one (1) month prior to the recording date.

10-2.00 Joint Committee

10-2.01

The Joint Committee is made up of four (4) persons, including an equal number of representatives of the Union, on the one hand, and of the Joint Producers, on the other hand.

10-2.02

The Joint Committee shall meet every sixty (60) days to study the grievances filed by either of the parties to the Collective Agreement before the filing of the arbitration notice, and to study the decisions on the requests for special permits discussed in appeal. The list of grievances referred to the Joint Committee shall be filed by the grievor at least ten (10) days before the date scheduled for the meeting of the Joint Committee, failing which such grievances shall be deferred to its next meeting. If the grievance is not heard within one hundred twenty (120) days of its filing or the Joint Committee has not submitted its recommendation to the parties within the same deadline, the grievor may decide to go over the Joint Committee's head and refer the grievance to arbitration. The Joint Committee may nevertheless accept the filing of a grievance at any time before arbitration.

The representatives serving on the Committee shall meet to hear the representatives of the parties concerned on the facts that gave rise to the grievance(s). After hearing the representations of the parties, the Committee shall meet, without the representatives of the parties concerned, to discuss the grievance and recommend a solution to the parties.

The Committee, in its recommendation concerning a grievance, may not add to, subtract from or amend this Agreement.

Should the Committee members fail to reach agreement on a recommendation and if the respondent party does not appear or does not act on the recommendation proposed by the Committee, the grievance shall be submitted to arbitration in accordance with the procedures stipulated for this purpose.

CHAPTER 11-0.00 — SERVICE FEES

11-1.00 Service fees

11-1.01

For each new commercial produced, the producer shall pay the following service fees, plus GST and QST:

Effective from	Television commercial	Radio commercial
September 1, 2012	\$275	\$80
i.e. for the duration of the collective agreement		

11-1.02

The amounts collected under the preceding article will be allocated as follows:

For a television commercial			
Effective from	Joint Producers	UDA	Total
September 1, 2012	\$206.25	\$68.75	\$275
i.e. for the duration of the collective agreement			

For a radio commercial			
Effective from	Joint Producers	UDA	Total
September 1, 2012	\$60	\$20	\$80
i.e. for the duration of the collective agreement			

11-1.03

The producer shall pay the fee mentioned in the foregoing paragraphs, plus taxes, within twenty (20) days of the recording date of the commercial.

11-1.04

Every three (3) months, the Union shall forward to the Joint Producers Association the amounts owed to it.

11-1.05

Should a producer default on payment of service fees and if the Union needs to file legal proceedings, the parties hereto shall share the legal costs incurred on the basis of twenty-five percent (25%) for the Union and seventy-five percent (75%) for the Joint Producers. However, the Union shall not file any legal proceedings without obtaining the prior agreement of the Joint Producers.

CHAPTER 12-0.00 — GRIEVANCE PROCEDURE

12-1.00 Grievance procedure

12-1.01

Any dispute between the producer, on the one hand, and the Union, a performer or a group of performers, on the other hand, concerning the interpretation, application or execution of this Agreement or of a contract signed in accordance with this Agreement or any dispute relating to working conditions, shall constitute a grievance.

12-1.02

This grievance shall be settled in accordance with the procedure set forth hereunder.

12-1.03

At all stages of the grievance and arbitration procedure, the parties shall be the Union and the producer.

12-1.04

Any grievance shall be filed within six (6) months of the date of the facts which gave rise to the grievance.

The grievance shall be filed at the office of the producer in default and a copy shall be sent to the AAPQ for the Joint Producers. Failure to send the copy shall not be construed as an error of procedure. The grievance shall be filed by the Executive Director of the Union or by a designated representative of the Union.

12-1.05

The parties shall meet within fifteen (15) days of the grievances being filed. If the grievor is not satisfied as a result of this meeting, the grievance shall be referred to the Joint Committee (article 12-2.02). If the grievance is not resolved to the satisfaction of the parties, or if action is not taken further to the Joint Committee's recommendation within thirty (30) days following such recommendation, the grievor may apply in writing for arbitration. This arbitration notice shall indicate the name(s) of the suggested arbitrator(s).

12-1.06

The opposing party shall reply to this suggestion within seven (7) days, failing which the party who requested arbitration may apply to Ministère de la Culture, des Communications et de la Condition féminine (MCCCF) for the appointment of an arbitrator.

If the producer has his principal place of business in Ontario and does not act on the suggestion of arbitrator(s) submitted in the arbitration notice, the Joint Committee shall

proceed, at its next meeting, to pick one of the arbitrators identified in the annual list of the Ministère de la Culture, des Communications et de la Condition féminine (MCCCF).

12-1.07

The arbitrator shall proceed diligently to hear the grievance in accordance with the procedure and rules of evidence that he considers appropriate.

12-1.08

The arbitrator shall proceed diligently to hear the grievance in accordance with the procedure and rules of evidence that he considers appropriate.

12-1.09

The arbitrator may order the payment of interest at the rate fixed by Regulation enacted pursuant to section 28 of the *Act respecting the Ministère du Revenu* (R.S.Q. 1977, Chap. M-31) as and from the date of the facts which gave rise to the grievance, on the sums owing under his ruling. The payment of interest shall cease upon filing on the ruling.

12-1.10

An arbitrator who issues a ruling may, upon application by a party, fix the amount due under this ruling.

12-1.11

The arbitrator may render interlocutory decisions and any order useful in the performance of his mandate.

12-1.12

The arbitration ruling shall be final, without appeal, enforceable and binding upon the parties.

12-1.13

A party who does not comply with an order to pay within thirty (30) days of receipt of the arbitration ruling shall, in addition to all other penalties which may be ordered by a court of common law, pay the grievor a penalty of twenty-five dollars (\$25) per day of delay.

12-1.14

The grievance procedure shall also apply to any dispute arising since the signing of this Agreement, but concerning the interpretation, execution or application of the previous agreements concerning commercials or of a contract signed in accordance with previous agreements concerning commercials.

12-1.15

The arbitrator's ruling shall not amend this Agreement in any way. Each party shall share the costs of arbitration.

CHAPTER 13-0.00 — FINAL PROVISIONS

13-1.00 Final provisions

13-1.01

Any new cycle shall be paid in accordance with article 9-1.06.

13-1.02

The appendices form an integral part of this Agreement.

13-1.03

The term of this Agreement shall be three (3) years, effective September 1, 2012.

13-1.04

For the duration of this Agreement, neither party shall order, tolerate or encourage any strike, lock-out or work stoppage. This Agreement shall remain in effect until the execution of a new Agreement. At the expiry of this Agreement, the parties shall acquire the right to strike.

13-1.05

Either party may give notice of termination of this Agreement six (6) months before it expires.

13-1.06

Termination of this Agreement may be total or partial.

IN WITNESS WHEREOF, the parties hereto have signed in Montreal on this 27th day of July 2012.

FOR

UNION DES ARTISTES

THE JOINT PRODUCERS ASSOCIATION

Raymond Legault
President

Dominique Villeneuve
Executive Director
Association of Quebec Advertising Agencies
(AAPQ)

Marie-Claude Arpin
General Secretary

Paul Hétu
Vice-president
Association of Canadian Advertisers Inc.
(ACA)

NEGOTIATORS

FOR

UNION DES ARTISTES

Luc Béchar, Spokesman

Brigitte Morel

Chantal Perrault

Vincent Potel

Karen Racicot

For

THE JOINT PRODUCERS ASSOCIATION

Robert B. Legault, Spokesman

Paul Hétu

Dominique Villeneuve

Desktop Publishing
Solange Caron
Saïda Kandi

APPENDICES

APPENDIX A	Commercial Contract
APPENDIX B	Declaration of Use of Commercials
APPENDIX C	Cybermeciial/Internet Memorandum of Understanding

APPENDIX A Commercial Contract

To be renewed with the changes of form intended to allow deduction at source of the fees for the apprentice members and permit holders.

APPENDIX B Declaration of Use of Commercials

APPENDIX C Cybermercial/Internet Memorandum of Understanding

Between: The UNION DES ARTISTES

Hereinafter called the "*Union*"

and: The JOINT PRODUCERS ASSOCIATION

Hereinafter called the "*Producer*";

WHEREAS the aim of the parties is to create stability in the commercial advertising sector and facilitate good relations among the *Producer* and the *Union* and its members;

WHEREAS it is in the mutual interest of the parties to determine the minimum equitable hiring, working and monetary conditions for performing artists, while ensuring the development of commercials used on the Internet or produced for specific use on the Internet (hereinafter called *cybermercial(s)*);

WHEREAS the parties are anxious to maintain a relationship based on cooperation, trust, transparency and respect;

THE PARTIES AGREE AS FOLLOWS:

1. The preamble is an integral part of this *Agreement*.
2. The *Union* and the *Producer* acknowledge that the Agreement Concerning Commercials between the Union des artistes and the Joint Producers Association is still in effect at the time of the signing of this *Agreement* and shall continue to apply unless a special provision is stipulated in this Memorandum of Understanding, in which case this provision shall take precedence.
3. CYBERMERCIAL
 - 3.1 A commercial **originally produced for television or radio** under the jurisdiction of the *Union* may be used on the Internet, for commercial purposes, on the following conditions:
 - a) The artist participating in the commercial shall sign a specific contract to authorize its use on the Internet.
 - b) The minimum rate payable to the artists shall be that for a local commercial, stipulated in subsection 9-5.02 of the Agreement for radio commercials and in subsection 9-6.06 for television commercials. The rate shall be reduced by fifty percent (50%) if the commercial is used only on one (1) website. In order to qualify for the fifty percent (50%) reduced rate, this commercial may not be shared through a hyperlink or any cross-plug whatsoever.

3.2 A commercial **specifically produced for use on the Internet** shall meet the following conditions:

- a) The artist participating in the commercial shall have been notified before the audition of the type of commercial involved and have consented by a written contract to its use on the Internet;
- b) The photograph or image of a member of the Union who is identified with a product or a service through radio or television commercials and that is used for commercial purposes on the Internet shall be paid at the following minimum rates:
 - i- **static image** (e.g. photograph, drawing identifying an artist, or portrait):
 - use per thirteen-week (13-wk) cycle: publication rate specified in subsection 9-13.01 of the Agreement;
 - ii- **animated image** (e.g. sequence of several photographs, drawings identifying an artist or portraits **excluding** video recording or advertising film):
 - use per thirteen-week (13-wk) cycle:
rate for a local television commercial specified in subsection 9-6.05 of the *Agreement* but no less than the rate specified in subsection 9-13.01 of the *Agreement*;
- c) Voice-over used with the static or animated image of a member of the Union, as mentioned in the foregoing paragraph 3.2 b), regardless of whether or not the author of this voice is identified with a product or service by radio or television commercials, shall be paid as follows:
 - use per thirteen-week (13-wk) cycle:
for each cybermercial, rate for a local radio commercial as specified in the table of subsection 9-5.01 of the *Agreement*.

3.3 The annual rate for subsections 3.1 and 3.2 of this *Agreement* shall be three (3) times the price per cycle in each case.

3.4 CAISSE DE SÉCURITÉ DES ARTISTES
The contributions to the Caisse de sécurité des artistes specified in subsection 5-2.03 of the *Agreement* shall apply to cybermercials.

3.5 RATE DISCOUNT
Discounts on the cycle rate specified in subsection 9-2.01 of the Agreement shall not apply to cybermercials.

3.6 UNFORESEEN CASES
The parties undertake to agree in advance on the testing, undertaking or performance of anything not specified in this Memorandum of Understanding concerning cybermercials in accordance with the rules prescribed in subsection 10-1.02 of the Agreement. For this purpose, the parties shall designate their respective spokespersons to negotiate the conditions applicable to the unforeseen cases.

3.7 PORTFOLIO

The parties agree that the conditions applicable to Internet portfolios shall be discussed during the future negotiations for the renewal of the *Agreement*. This Memorandum of Understanding does not cover Internet portfolios.

3.8 SERVICE FEE

For the term of this Memorandum of Understanding, the parties agree that there is no service fee applicable to cybermercials.

3.9 CYCLE COMMERCIAL USED ON THE ADVERTISER'S WEBSITE (NEW)

A commercial originally produced for television or radio under the jurisdiction of the UDA may, while in a radio or television cycle, be posted online free of charge on the advertiser's website provided that the advertiser does not invite Internet users to download it and takes all measures possible to make it non-downloadable, that this commercial is not used in forced viewing, and that it is accessible only at the end of a procedure initiated by the Internet user and not through a hyperlink or a cross-plug of any type whatsoever.

3.10 ONLINE POSTING FOR ARCHIVING PURPOSES (NEW)

An advertiser who has had a commercial produced for television or radio may post it online on its own website for archiving purposes, at no additional fee, on the following conditions:

- the commercial is posted online on a single page;
- the commercial is posted online on only one (1) of the advertiser's websites that are under its control;
- the commercial thus posted online is used for archiving purposes only and it is marked: "For reference purposes";
- the maximum resolution of such a commercial is not more than 320 by 240 pixels;
- the advertiser does not invite Internet users to download it and takes all measures possible to make it non-downloadable.

4. The parties shall resort to Chapter 12 of the *Agreement*, Grievance Procedure, to resolve any disagreement that may arise between them in the interpretation and application of this Memorandum of Understanding, including the *Agreement*.

5. This Memorandum of Understanding shall come into effect September 1, 2012 for a term of three (3) years or until the signing of a new collective agreement between the parties, whichever is sooner.

6. The parties agree that the laws applicable shall be the laws of Quebec.

7. The parties acknowledge that they have read this Memorandum of Understanding, that they have understood its scope and ramifications, and that they are satisfied therewith.

IN WITNESS WHEREOF the parties have signed in Montreal, on this 27th day of July 2012.

FOR

UNION DES ARTISTES

THE JOINT PRODUCERS ASSOCIATION

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