



COLLECTIVE AGREEMENT

CONCERNING COMMERCIALS

BETWEEN

THE UNION DES ARTISTES

AND

THE JOINT PRODUCERS ASSOCIATION

FROM APRIL 1, 2024

TO MARCH 31, 2027

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

TABLE OF CONTENTS

PREAMBULE	1
CHAPTER 1-0.00 — DEFINITION OF TERMS	2
1-1.00 Definition of terms	2
CHAPTER 2-0.00 — AREA OF APPLICATION	11
2-1.00 Area of application	11
2-2.00 Inapplicability of the collective agreement	12
CHAPTER 3-0.00 — GENERAL PROVISIONS	14
3-1.00 General provisions	14
CHAPTER 4-0.00 — BETWEEN THE PRODUCER AND UDA	16
4-1.00 General provisions	16
4-2.00 Notice of activity	16
4-3.00 Work permits	17
4-4.00 Caisse de sécurité des artistes (CSA) and union dues	18
4-5.00 Payment methods and declaration of use of a commercial	18
4-6.00 Late payment penalty	19
4-7.00 Service fees	20
4-8.00 Security deposit	21
CHAPTER 5-0.00 — PRODUCTION AND BROADCASTING	22
5-1.00 Production and broadcasting	22
5-2.00 Liability	22
5-3.00 Modifications to a commercial	23
CHAPTER 6-0.00 — AUDITION, ENGAGEMENT, POSTPONED PERFORMANCE CALL AND TERMINATION	24
6-1.00 Audition	24
6-2.00 Engagement	25
6-3.00 Request to be on stand-by	26
6-4.00 Postponed performance call and call back	27
6-5.00 Termination of contract	28
6-6.00 Exclusivity	28
CHAPTER 7-0.00 — WORKING CONDITIONS	30
7-1.00 Recording, fitting, rehearsal sessions and others	30
7-2.00 Rest	32
7-3.00 Meals	32

7-4.00	Costume and accessories	33
7-5.00	Make-up	33
7-6.00	Doubling.....	34
7-7.00	Travel	34
7-8.00	Health and Safety	36
CHAPTER 8-0.00 — CONDITIONS CONCERNING THE WORK OF DANCERS, STUNT PERFORMERS AND CHILDREN		37
8-1.00	Special conditions concerning dancers	37
8-2.00	Special conditions concerning stunt performers	38
8-3.00	Special conditions for the hiring and the work of children	39
CHAPTER 9-0.00 — HARASSMENT		43
9-1.00	General provisions	43
9-2.00	Procedure in the case of harassment	43
CHAPTER 10-0.00 — SPECIAL PROVISIONS FOR PRODUCTION		46
10-1.00	Post-synchronization and dubbing.....	46
10-2.00	Double Shooting UDA-ACTRA.....	46
10-3.00	Participation through a recording.....	47
10-4.00	Commercial produced and intended for a market outside Canada	48
10-5.00	Use outside Canada of a commercial produced under this Agreement	48
CHAPTER 11-0.00 — RATES		49
11-1.00	General provisions	49
11-2.00	Rates	50
11-3.00	Commercial tags	58
11-4.00	Billboards - Sponsorship commercials	58
11-5.00	Short-term commercial	59
11-6.00	Digital audio/radio commercial	59
11-7.00	Public hall and closed circuit	61
11-8.00	Participation by photographic means.....	62
11-9.00	Publications, Commercial products, Displays	62
CHAPTER 12-0.00 — COMMERCIAL USE		64
12-1.00	General provisions	64
12-2.00	Special Events.....	65
12-3.00	Archives and portfolio	65
CHAPTER 13-0.00 — MISCELLANEOUS CHARGES		67
13-1.00	General provisions	67
CHAPTER 14-0.00 — COMITTEES		68

14-1.00	Professional relations committees.....	68
14-2.00	Joint Committee.....	68
CHAPTER 15-0.00	— GRIEVANCE	70
15-1.00	Grievance procedure.....	70
15-2.00	Arbitration.....	71
15-3.00	Irregularity	73
CHAPTER 16-0.00	— FINAL PROVISIONS.....	74
16-1.00	Final provisions.....	74
APPENDICES		77
APPENDIX A	Commercial Contract	79
APPENDIX B-1	Appendix to the contract – Purchase for extension beyond 12 months	80
APPENDIX B-2	Appendix to the contract – additional commercial	81
APPENDIX C	Timesheet.....	82
APPENDIX D	Payment statement	83
APPENDIX E	CSA Remittance and Declaration of Use Form	84
APPENDIX F	Notice of activity.....	85
APPENDIX G	Appendix to Stunt performer contract.....	86
APPENDIX H	Notice of audition.....	87
APPENDIX I	Casting Sheet.....	88
APPENDIX J	Audition Timesheet.....	89
APPENDIX K	Assignment of rights	90
LETTER OF UNDERSTANDING NO.1	Harassment	91
LETTER OF UNDERSTANDING N ^o .2	Letter of understanding concerning the working conditions of choreographers	93
APPENDIX 1:	Contract of the choreographer.....	97
LETTER OF UNDERSTANDING N ^o .3	Letter of understanding concerning the implementation of a Pilot Project for small-budget commercial production for digital media	98
APPENDIX 1:	Contract – Pilot project for small-budget.....	103
APPENDIX 2:	Notice of activity – Pilot Project for small-budget.....	104
LETTER OF UNDERSTANDING N ^o .4	Letter of understanding concerning the implementation of a Joint Committee on self-tape auditions	105
LETTER OF UNDERSTANDING NO.5	Letter of understanding concerning the production of commercials for the account of a local or regional advertiser between the UDA and an A2C member agency	106
LETTER OF UNDERSTANDING NO.6	Simplification of the administrative process.....	109

PREAMBULE

First

The **Union des artistes**, hereinafter referred to as the **Union** or the **UDA**, is a professional syndicate constituted under the *Professional Syndicates Act*, RSQ c. S-40, and an artists' association recognized under *An Act respecting the professional status and conditions of engagement in the Visual Arts, Film, the Recording Arts, Literature, Arts and Crafts and the Performing Arts*, CQLR c. S-32.1 and under the *Status of the Artist Act*, S.C. (1992), c. 33, with its head office at 5445, De Gaspé Av, Suite 1005, Montreal (Quebec), H2T 3B2. The UDA is affiliated with the Fédération Internationale des Acteurs (FIA). The UDA also has regional offices located in Quebec, at 520, De St-Vallier East St, Quebec (Quebec), G1K 9G4.

Second

The Joint Producers Association, hereinafter referred to as **APC** or the **Joint Producers**, 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).

The APC is located at 505, Rene-Levesque Blvd, Suite 1250, Montreal (Quebec) H2Z 1Y7.

Third

The *Caisse de sécurité des artistes* (CSA) 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 head office is located at 5445, De Gaspé Av, Suite 1005, Montreal (Quebec), H2T 3B2.

Forth

Any producer who subscribes to this Agreement recognizes :

- a) The UDA as bargaining agent for the terms and conditions hereof and as directly mandated by each and every artist in accordance with *An Act respecting the professional status and conditions of engagement in the Visual Arts, Film, the Recording Arts, Literature, Arts and Crafts and the Performing Arts*, CQLR c. S-32.1 and with the *Status of the Artist Act*, S.C. (1992), c. 33;
- b) The following articles apply to all commercials that he produces with artists, with the exception of productions made and performed in English and intended primarily for an English-speaking audience, for use on television, radio, digital media, and on secondary circuits such as the public hall, closed circuit, cinema, publications, commercial products and display within the limits provided herein.

CHAPTER 1-0.00 — DEFINITION OF TERMS

1-1.00 Definition of terms

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

1-1.01 Principal performer

- a) performer who is heard in digital audio or radio commercial with the exception of the group singer and small role within the limits provided herein,
or
- b) performer who is both seen and heard or both visible and heard, in a specific commercial to the exclusion of extras, demonstrators and performers 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.

1-1.02 Commercials

Any recorded advertisement in which products, services, trademarks or sponsors are suggested, named, qualified or described, that is produced with the goal of promoting the sale, rental or use of one or several products or services offered by the advertiser and that is disseminated for commercial purposes in an advertising space (a media buy) initially in the television circuit (general, sponsorship or specialized channels), digital media or digital audio/radio.

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

The categories are:

a) Digital audio/radio commercial

Audio commercial broadcast on one or several radio station(s) or digital audio platform(s) (e.g. WKND, Énergie, CKOI, QUB radio, OHdio, Spotify)

b) Tag

Segment(s) of a message, whose duration does not exceed fifty percent (50 %) up to a maximum of twelve (12) seconds of a message when it is sixty (60) seconds or less and a maximum of fifteen (15) seconds in a message of more than sixty (60) seconds, 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 modify the signature of the advertiser originally included in the main commercial. The addition of a tag must respect the script of the main commercial.

Examples of tags:

- Promotions of the month
- Special offers
- Adaptation for a target or distinct market, which may be used of concurrently in different markets
- Etc.

c) Television commercial

Any commercial broadcast on television.

The categories are:

1) General

Any commercial broadcast on television other than a sponsorship commercial and specialized channel commercial.

2) Sponsorship commercial

Television commercial that meets one (1) of the following conditions:

- a) Commercial broadcast by an advertiser during a sponsored program or the segment of a program sponsored by that advertiser, and during which a billboard or a sentence identifies the advertiser as a sponsor;

OR

- b) Commercial broadcast during the course of a 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 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.

However, a commercial cannot be considered a “sponsorship” unless it is in a sponsored program of thirty (30) minutes in 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 by 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 by the “sponsorship” rate.

3) Specialized channels commercial

A commercial for which the broadcast is restricted to one or several specialized channels recognized as such by the CRTC. A specialized channel is a television channel that viewers often pay for whose programming is intended for an ethnic group, focuses on a specific field of interest, such as sports, current events or religion (e.g. RDI, LCN, TVA SPORT, ARTV, RDS, TV5, Serie+, Canal D, Canal Vie).

d) Digital media (“DM”) commercial

A commercial that is put online for commercial purposes by means of the Internet or a wireless phone data network (or any other wireless device, iPod, iPad or other tablets), in a standardized advertising space, as defined by the Interactive Advertising Bureau (IAB), and which is offered for sale by a media and purchased by the advertiser (including purchase on social media like Facebook, Instagram, YouTube, etc.). In this regard, the advertising units that are currently standardized by the IAB are: leaderboard, skyscraper, island (in basic or expandable format), floating advertising, video advertising (integrated or pre-roll) and mobile advertising. This list is provided for information purposes and is not exhaustive. A DM commercial presented in a new format shall continue to be subject hereto.

e) Regional or local commercial

See Letter of Understanding N^o. 5

f) Seasonal commercial

For a commercial to be deemed seasonal, it must be designated as seasonal in the initial contract and meet the following requirements:

1. the commercial must be specifically connected to a particular season of the year. For example: a commercial for Christmas, Valentine’s Day, Mother’s Day, snow tires;
2. a seasonal commercial may not be used for more than six (6) months within a fifty-two (52) week period.

g) Short-term commercial

See 11-5.00.

1-1.03 Advertiser

The natural or legal person whose products, services or trademarks are the object of the commercial.

1-1.04 Artist

As defined in Article 2-1.01.

1-1.05 Variety performer

A person performing a variety number.

1-1.06 Audition

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

1-1.07 Performance call

A notice specifying the working conditions of a performer.

1-1.08 Fee

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

1-1.09 Stunt performer

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

1-1.10 Singer

A performer who sings a melodic line.

1-1.11 Choir master

A performer who conducts singers.

1-1.12 Choir

Three (3) or more singers singing together.

1-1.13 Group singer

Singer in a choir.

1-1.14 Circuit

Method of broadcasting a commercial or advertising message. The initial circuits are the following: digital audio/radio, television, digital media (DM). The secondary circuits are the following: public hall/closed circuit, cinema and publication/commercial product/display.

1-1.15 Closed circuit

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

1-1.16 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.

1-1.17 Contract

A special written agreement between the performer and the producer.

1-1.18 Doubling

The performance, by one performer, of more than one function in the same commercial according to Section 7-6.00.

1-1.19 Cycle

A period of thirteen (13) weeks after first use. In the case of a television commercial (sponsorship, general or specialized channels), 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.

1-1.20 Dancer

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

1-1.21 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.

1-1.22 Cast

List of performers participating in an advertising message.

1-1.23 Dubbing

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

1-1.24 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.

1-1.25 Duettist

A person who participates in a singing duet.

1-1.26 Child

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

1-1.27 Recording

Any type of sound and/or visual recording of the performance of a performer.

1-1.28 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.

1-1.29 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.

1-1.30 Superior force

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

1-1.31 Psychological harassment

For this agreement's purposes, "psychological harassment" can be defined as vexing conduct manifested in behaviours, words, repeated acts or gestures, that are hostile or undesired, which harm the dignity or the psychological or physical integrity of any person and create a harmful work environment. For greater precision, psychological harassment includes such conduct when it is manifested by such words, acts or gestures, including those of a sexual nature.

Just one serious action can also constitute psychological harassment if it harms a person and produces a lasting harmful effect on them.

Psychological harassment should not be confused with other types of challenges likely to occur at work, notably the legitimate exercise of a right to manage people, a personality conflict between two individuals, or a work environment that is demanding or that imposes certain constraints.

For more in-depth understanding, it is recommended to consult Letter of Understanding N°. 1 on psychological harassment, attached to this agreement, which gives concrete examples of the different forms that harassment can take.

1-1.32 Waiting time

The period between the time of the performance call and the first hour of recording in a day in the context of article 8-3.10.

1-1.33 Travel time

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

1-1.34 Night hours

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

1-1.35 Holiday hours

Any hour required of the artist by the producer on one of the days stipulated in article 3-1.09.

1-1.36 Included hours

The hours of recording allowed according to the fee that is paid, as defined in this Agreement.

1-1.37 Overtime hour

Hour(s) exceeding the included hours, for the ninth (9th) and tenth (10th) consecutive hour of recording.

1-1.38 Additional overtime

Hours beginning as of the eleventh (11th) consecutive hour of recording.

1-1.39 Manipulator

The artist who manipulates a puppet.

1-1.40 Puppeteer

The artist who manipulates a puppet and speaks its lines.

1-1.41 UDA member

Artist admitted as a member following the regulations stipulated in the by-laws of UDA. They are:

- a) **Active members:** when they enjoy all the benefits and fulfill all the obligations that arise from their status as an active member.
- b) **Apprentice members:** when they are accumulating credits to become an active member.

1-1.42 Mime

An artist who performs in pantomime.

1-1.43 Stand-by

Each day the artist must remain available to the producer.

1-1.44 Variety number

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

1-1.45 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.

1-1.46 Cross-plug

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

1-1.47 Poster

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

1-1.48 Pantomime

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

1-1.49 Permit holder

UDA non-member artist to whom the latter issues a temporary permit for the sole purpose of a specific engagement in accordance with its General By-laws.

1-1.50 Small role

This term is strictly for digital audio/radio advertisements.

A person who says a maximum of three (3) words or sounds without forming a complete sentence, slogan or signature. If there is no principal performer in the advertisement, the small role is assimilated into principal performer.

1-1.51 Post-synchronization

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

1-1.52 Producer

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

1-1.53 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 2-1.01 hereof who is identified with this product by broadcast commercials.

1-1.54 Publications

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

1-1.55 Renewal

The use of a commercial within a new cycle.

1-1.56 Cue

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

1-1.57 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.

1-1.58 SOC performer

A silent on-camera SOC performer participates in a commercial without being heard, but their performance is directly related to its advertising content and the product or service advertised, subject to 1-1.01 c).

1-1.59 Public hall

Means a public location including, without limitation, a reception and waiting room, exhibition or convention hall, fairs, store, public transit, bar, club, discotheque, restaurant, hotel, stadium and arena.

1-1.60 Soloist

A performer who sings alone.

1-1.61 Rate

Remuneration set for the services specified herein.

1-1.62 Version of an advertisement

A version of the commercial in the sense of this Agreement is an edit of the ad that:

- respects the script written/presented by the producer;
- is drawn from the material recorded for the production of the commercial;
- and
- is used over one and the same advertising campaign.

Examples of versions:

- 1) abridged version (e.g. a cut down or alternate version);
- 2) long version (e.g. manifesto);
- 3) a version that constitutes a variation on the commercial's script, image and/or audio;
- 4) version of a commercial with a different ending;
- 5) version that showcases one particular service or product of the advertiser;
- 6) version that focuses on one aspect (model, feature, etc.) different from the service or product of the advertiser.

1-1.63 Voice-over (VO)

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

CHAPTER 2-0.00 — AREA OF APPLICATION

2-1.00 Area of application

2-1.01 Area of application

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

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

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

Any person covered by this article shall hereafter be called the "artist".

2-1.02 Hiring priority

Subject to the provisions provided in Articles 2-2.01 to 2-2.03, the producer undertakes to make the necessary efforts, proportional to the production, to prioritize the hiring of active members, trainees under twenty (20) years of age or children under sixteen (16) years of age.

In the event that the efforts made have not resulted in finding such a person, the producer may hire the artist of their choice. At the request of the UDA, the producer shall provide a list of actions they undertook.

The UDA commits to keeping its membership directory up to date in order to facilitate its use by producers.

2-1.03

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

2-1.04

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

2-1.05

The fact that an artist provides their professional services through a commercial company or a legal entity does not prevent the application of this agreement.

2-2.00 Inapplicability of the collective agreement

2-2.01

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

2-2.02

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

2-2.03

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

- 1) Is the official spokesperson for an advertiser. The contract binding the official spokesperson to the advertiser must be sent to UDA within the period indicated in article 2-2.04. This contract shall clearly indicate that the advertiser has retained the services of this person as the official spokesperson in order to perform services other than those indicated in the commercial. The sums of money appearing in the original contract may remain confidential and be blacked out by the producer before a copy is transmitted to UDA.
- 2) Is a leading expert or an acknowledged specialist in his/her field.
- 3) Testifies, verbally or otherwise, regarding the product, the service or the business covered by the commercial or acts as a consumer regarding one of them (nor does it apply to members of his/her immediate family, friends and colleagues).
- 4) Is an employee, a manager or an officer of the advertiser (or a member of the immediate family, a friend or colleague) who:
 - testifies regarding the advertiser, the quality of the products or the services offered by the advertiser;
 - performs his/her actual work;
 - appears without necessarily providing a testimonial or performing his/her actual work in a commercial in which the advertiser wants to present his/her employees, pay tribute to them or point out their contribution to the operation of the business.

- 5) Appears in a message intended to present the person as a participant or winner of a contest (or as a member of the immediate family, a friend or a colleague of this person) organized by the advertiser and open to the public (for example: to win at the lottery, a publicity contest, etc.).
- 6) Appears in a “spontaneous reaction” commercial for which:
 - the advertiser has set up a situation for the purpose of getting reactions from the public (passersby on the street, in a public area, etc.) and to record their reactions;
 - the advertiser has not invited or convoked the person individually;
 - the person was not previously aware of the recording or that he/she could appear in a commercial, nor had he/she received any instructions.
- 7) Is an elected official or a political candidate (or a member of the immediate family, a friend or colleague of this person) who appears in a commercial of a political party.

Furthermore, it does not apply to persons appearing in scenes that have already been filmed (crowds, press conferences, news reports, etc.) or who will be called upon to be in scenes with the elected officials or candidates (e.g.: work session with the party’s staff, etc.) who obviously can be called, retained and directed.

However, it is understood that the collective agreement applies to any artist whose services have been retained for this commercial even if he/she participates as him/herself (that is, does not personify or interpret a character) in a commercial.

2-2.04

The producer shall inform UDA as quickly as possible before the shooting of a commercial covered by article 2-2.03. The producer shall also transmit to UDA and to APC, seventy-two (72) hours before said shooting or as soon as the information is available, the names and occupations of each person who will participate, or who has so participated in a commercial covered by article 2-2.03 when this information is not available before the shooting, and indicate the paragraph in article 2-2.03 that is involved (Appendix F - Notice of activity).

2-2.05

The parties acknowledge that UDA has no responsibility, obligation or power as regards any person covered by articles 2-2.01 to 2-2.03.

CHAPTER 3-0.00 — GENERAL PROVISIONS

3-1.00 General provisions

3-1.01

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

3-1.02

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

3-1.03

The parties and their members, as well as their respective representatives, must respect the *Act Respecting the Protection of Personal Information in the Private Sector, CQLR P-39.1* and take the necessary measures to preserve the confidentiality of the said personal information.

3-1.04

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

3-1.05

The artist shall refuse to work with artists who are not members in good standing with the UDA. However, the UDA allows its members to work with artists who have been suspended or dropped from the UDA after the performance call of these artists.

3-1.06

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

3-1.07

The producer will take up the cause and keep the artist unharmed by any judgment rendered against them arising from or due to the execution of their service, directives given by the producer to the artist when registering a commercial, including any statement made by the artist and reproduced in the commercial, provided that the artist transmits the producer a copy of the claim as soon as soon as they receive it.

However, the producer may be discharged from any such responsibility if they establish that the artist did not respect or seriously disregarded their instructions.

3-1.08

Weekends and legal holidays are included when computing the timeframes.

3-1.09 Legal holidays

The following days are considered legal holidays:

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

CHAPTER 4-0.00 — BETWEEN THE PRODUCER AND UDA

4-1.00 General provisions

4-1.01

The parties undertake to maintain their member list up to date and to make it accessible at all times, preferably on their respective websites.

4-1.02

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

4-1.03

At the Union's request, for verification purposes, the producer shall be obliged to send it a recording of any commercial or make the recording accessible on the website, duly identified by its title, recording date or any other information that could reasonably be used to identify it (content description, date(s) of use, website, etc.).

4-1.04

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

4-1.05

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

4-2.00 Notice of activity

4-2.01

The producer shall transmit a notice of activity (see the form in Appendix F) by email to UDA (rt_annonces@uda.ca) and to APC (rt@a2c.quebec) including the following information:

- the date, time and location(s) of shooting;
- the name of the agency and the advertiser;
- the name of the product;
- the number of roles casted;
- the names of the principal performers;

- the special conditions (e.g.: the presence of children, stunt performers, etc.);
- To the extent possible:
 - The name of the local workplace health and safety representative (SST);
 - The name of the person designated by the producer as responsible for harassment prevention.

If not, the producer shall inform the artist of the name of the SST representative and the name of the person responsible for harassment prevention on the set, at the latest, when the artist arrives on the set.

The producer shall transmit this notice within forty-eight (48) hours before the day of recording. If the producer cannot send this information to the UDA in this timeframe, they shall send it as soon as possible before the performance call time.

This notice is not required for a sound session.

4-3.00 Work permits

4-3.01

The producer shall deduct the cost of the work permit from the first payment of the permit holder or UDA apprentice, in accordance with its by-laws, and forward it to the UDA when the first remittance is made to the CSA contribution provided for in Article 4-5.02. The producer shall attach with the payment stipulated in this article the duly completed form found in Appendix E.

4-4.02

The cost of a permit is thirty-five dollars (\$ 35) per commercial recorded. This cost can be modified by UDA resolution on the condition that the modification be the same as applicable to the other production fields in the audiovisual sector. The UDA shall send a written notice to the producer and the APC, by email, in order to notify them of the modification. The new cost of the permit shall become effective from the thirty-first (31st) day following the sending of this notice.

4-3.03

The work permit is nominal and specific. It authorizes only the participation in the commercial for which it has been issued.

4-4.00 Caisse de sécurité des artistes (CSA) and union dues

4-4.01

The producer agrees to pay the CSA contribution as a sum equal to:

From April 1, 2024	13 %
From April 1, 2025	13 %
From April 1, 2026	14 %

of all the fees.

Moreover, pursuant to the statutes and by-laws of the UDA, the producer agrees to deduct a sum equal to four and a half percent (4 ½ %) of all the fees of active members and apprentice members, for union dues and contribution of the artist to the *Caisse de sécurité des artistes*. This latter deduction shall be of twelve percent (12 %) for permit holders rather than four and a half percent (4 ½ %).

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

4-5.00 Payment methods and declaration of use of a commercial

4-5.01 Payments to artists

The producer shall send the artist fee owed to the UDA including overscale fees within twenty (20) days following the recording or the start of a new cycle, as the case may be. The payment shall be accompanied by a copy of the Timesheet (Appendix C) and the Payment Statement (Appendix D) duly completed.

In the case of an extension, the payment shall be made in accordance with Articles 12-1.03 and 12-1.04.

4-5.02 CSA contribution

In the same timeframe as those stipulated in Article 4-5.01, the producer shall submit the sums provided for in section 4-3.00 and 4-4.00 herein accompanied by the Declaration of Use and CSA¹ Remittance Form (Appendix E) duly completed.

The payments arising from this Agreement must be made to UDA, either on behalf of UDA for permits or on behalf of CSA.

¹ The CSA Remittance and Declaration of Use Form (Appendix E) is used to declare the dates of use of a commercial and to provide the remittance to UDA (permits, union dues, CSA). Whenever possible, the producer fills out a single form.

4-5.03 Declaration of use of a commercial

Using the Declaration of Use and CSA Remittance Form (Appendix E) duly completed, the producer shall inform the UDA of the dates of the cycle of use of each commercial in accordance with the following:

- 1) The declaration of use for the first cycle of use of each commercial shall be done:
 - a) In the twenty (20) days following the recording of the commercial when the information is known;
or
 - b) In a timeframe not exceeding ninety (90) days following the end of the recording session (12-1.03);
or
 - c) At the same time as the payment of the first or second extension of the timeframe of the first use in a market (12-1.03).
- 2) The declaration of use of a renewal of a cycle for a commercial shall be done within the twenty (20) days that follow the start of the use of each cycle.

4-5.04

If within thirty (30) days of the receipt of the amounts specified in articles 4-4.00, 4-5.00 and 4-6.00, the Union has not been able to contact one of the beneficiaries, the Union shall notify in writing 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 within the following ten (10) working days 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.

4-6.00 Late payment penalty

4-6.01

If the producer fails to make his/her payments to the artists, via UDA, within the timeframe indicated in article 4-5.01, he/she shall pay damages for delay to the artist of four dollars (\$ 4) per commercial and per working day of delay.

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

4-6.02

Any *bona fide* defense by the producer suspends the application of article 4-6.01 until there has been an agreement or an arbitration decision has been rendered. Any payment owed shall be made within ten (10) days of the agreement or of the arbitration decision, after which the penalties indicated in article 4-6.01 will begin to be applied.

4-7.00 Service fees

4-7.01

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

Commercial types	Service fees
Visual commercial	\$ 300
Small-budget commercial production throughout the Pilot Project (LETTER OF UNDERSTANDING NO. 3)	\$ 145
Commercial produced as defined in the UDA-TVA Collective Agreement by an A2C member (LETTER OF UNDERSTANDING NO. 5)	\$ 145
Digital audio/radio commercial	\$ 85
i.e. for the duration of the collective agreement.	

4-7.02

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

UDA	APC
40 %	60 %

4-7.03

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

4-7.04

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

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

4-7.05

Every month, UDA shall send APC the sums owing to it.

4-7.06

In the event a producer fails to pay the service fees and UDA has to take legal action, the parties hereto shall share the costs incurred on the basis of forty percent (40 %) for UDA and sixty percent (60 %) for APC. However, the Union shall not file any legal proceedings without obtaining the prior agreement of the APC.

4-7.07

A commercial made for a charitable organization may be exempted from the service fees outlined in this section if both parties consent thereto by email. The request must be sent to the APC and UDA.

4-8.00 Security deposit

4-8.01

The Union reserves the right to require the deposit of an amount guaranteeing the payment of the artist's 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.

CHAPTER 5-0.00 — PRODUCTION AND BROADCASTING

5-1.00 Production and broadcasting

5-1.01

The producer must respect this collective agreement with regard to both the production of a commercial and its use.

5-2.00 Liability

5-2.01

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

5-2.02

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

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

5-2.03

The producer is liable for a commercial he/she produces and whose broadcasting is under his/her control, even if it is in a free media such as YouTube or on the advertiser's Facebook page. For instance, a commercial specifically put online on YouTube by the producer or the advertiser shall be the producer's responsibility, whereas a commercial or a portion of a commercial put online by a third party or some Internet user shall not be.

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

5-2.04 Commercial broadcast by mistake

The producer is responsible for the payments for a commercial broadcast by mistake by a media, and the producer must pay to each of the artists concerned seven and a half percent (7.5 %) of the fee per day of such a broadcast, up to a maximum of one hundred percent (100 %), with the possibility of application of one or the other of the clauses of the Agreement when more advantageous for the producer.

5-3.00 Modifications to a commercial

5-3.01

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

- a) technical changes, changes in weight of the material, in the size of the font, of its physical dimensions (e.g. a leaderboard of 728 x 90 pixels, island of 300 to 250 pixels);
- b) correcting a mistake in the text of the commercial;
- c) production of permitted additional versions of the commercial according to 11-2.01 (and see article 1-1.62 for definition of version);
- d) minor visual changes of certain elements (car colour, etc.) in order to reach a targeted clientele (age, gender, etc.);
- e) changes imposed by law or by the rules of a network;
- f) adding a tag (see definition of tag in Article 1-1.02 b) and payment in Section 11-3.00.).

Any change must respect the written script.

CHAPTER 6-0.00 — AUDITION, ENGAGEMENT, POSTPONED PERFORMANCE CALL AND TERMINATION

6-1.00 Audition

6-1.01

The producer does not exempt themselves from any of their obligations towards the artists by entrusting their auditions to or having them carried out by a third party.

6-1.02 Notice of audition

When the producer announces the holding of an audition, the notice of audition form (breakdown) (Appendix H) that they use must contain at least the following information:

- Requirements, desired characteristics;
- Description of the commercial, provided in confidence;
- Advertiser;
- Category of product or service advertised;
- Planned circuit of use;
- Products or services considered to be competing products or services, a list they will be bound to, as they cannot add any products at the time of the audition;
- Possible shooting dates;
- Planned audition and callback audition dates;
- Director's name;
- Planned audition method: in-person audition, virtual audition or self-tape.

The producer may indicate other selection criteria as precisely as possible (e.g. character types, program types, etc.).

6-1.03

- a) The producer must make sure that when the artist arrives at the audition, they can consult a copy of the audition notice (breakdown), posted where it can be seen and read easily, confirming that the engagement criteria and conditions outlined therein remain unchanged.
- b) If the dates or selection criteria in the audition notice were changed after it was sent out, the producer must inform everyone who received it no less than twenty-four (24) hours before the audition.
- c) At the audition, the producer shall use the form in Appendix I as the "Casting sheet"

6-1.04 Self-tape audition

The producer shall make in-person auditions or video conference auditions a priority, but in the case of the self-tape auditions, the producer:

- a) Shall transmit to the artists who accept to participate, in French, the information as precisely possible concerning the tone, style and direction requested;
- b) Allocate to the artist a minimum timeframe of two (2) working days to transmit their recording following the sending of the above information.

The producer may offer an artist to audition for a maximum of two (2) roles as part of the same self-tape audition, unless otherwise agreed between the producer and the artist. In this case, the deadline provided for in the preceding paragraph must be extended by an additional day.

6-1.05

If the producer gives the artist acting directions, they shall be drafted in French. If they are not, the producer must be sure to verbally transmit the corresponding information to the artist in French.

6-1.06 Notice of Recommendation

A recommended performer is a performer who, at the end of the audition process, is informed by the producer that they are a prospective candidate for a role, and to whom the producer must give a final answer as to whether they have been given the role.

At the latest, two (2) working days after the last day of audition or call back audition mentioned in the notice of audition form (*breakdown*), the producer shall advise by email each artist who is recommended. The artist who does not receive this notice is considered not to be selected and is free to take another engagement.

The term “working days” excludes the days mentioned in Article 3-1.09.

6-2.00 Engagement

6-2.01 Confirmation of engagement

Four (4) working days, at the latest, following the sending of the notice of recommendation provided in the preceding article, the producer shall advise the recommended performer if they are hired or not. This confirmation shall be sent by email and reproduce the useful information in the notice of audition (*breakdown*), such as the advertiser, the product, the title of the commercial, the function, the role, the recording fee, the circuit of use and the usage fee. When available, the producer shall inform the artist of the date, time and location of the shoot, and any other information that they consider relevant, including the total time required.

If the artist confirms the engagement (which must be done by email), a contract must be signed as quickly as possible by the artist and the producer, at the latest before the recording, and must contain at least all the information required by the engagement contract form provided in Appendix A.

6-2.02

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

6-2.03

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

6-2.04

The artist shall sign the contract (Appendix A) before the recording session and the timesheet (Appendix C) after the same recording session. The contract shall be drafted in four (4) copies. The producer shall send (1) copy to UDA with the payments, keep one (1) copy, and give one (1) copy to the artist and one (1) copy to APC. The information contained in the timesheet shall be deemed accurate if it is not contested by either party within five (5) working days following signing of the contract. The contestation must be in writing to either parties. At the same time, an artist who is a member of UDA shall provide a copy of his/her contestation to UDA.

6-2.05

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

6-2.06

No contract shall contain terms or conditions inferior to the conditions of this Agreement.

Nothing shall prevent an artist from receiving a fee higher than the applicable rate or from enjoying working conditions more advantageous than those contained herein.

6-3.00 Request to be on stand-by

6-3.01

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

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

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

This compensation does not apply to the day on which the recording takes place.

6-4.00 Postponed performance call and call back

6-4.01

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

a) Time

If the producer postpones the recording time from the calling time, the artist shall be compensated an amount equal to an included hour of his/her negotiated rate or, failing this, the rate provided for in this collective agreement, for each postponed hour. This compensation shall not apply if the time change notice is received by the artist at least thirty-six (36) hours before the scheduled time of the performance call.

b) Date

If the producer postpones the actual date of the performance call to a date subsequent to the one initially scheduled, for any reason except for bad weather, he shall pay the artist the following compensation:

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

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

c) Bad weather

If the producer cancels a recording day because of bad weather, he shall pay the artist for each day so cancelled, fifty percent (50 %) of the recording rate for the artist's function, as provided in Table D of this agreement.

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 artists in the same functions, unless he can prove that they are no longer available.

6-4.03 Call back

If the producer calls an artist back to work after such artist has left the premises of work, the minimum owed is:

- four (4) hours for performing a function on-camera;
and
- two (2) hours for performing a function off-camera;

at the hourly rate for the particular function as shown in Table D.

6-5.00 Termination of contract

6-5.01

Each party may terminate his/her contract (or confirmation of engagement in accordance with Article 6-2.01), whether written or verbal, seventy-two (72) hours prior to the time of the performance call for recordings intended for use on all circuits (see article 1-1.14), with the exception of radio where a forty-eight (48) hour notice is required

6-5.02

If either of the parties cancels his/her contract, (or confirmation of engagement in accordance with Article 6-2.01), whether written or verbal, less than seventy-two (72) 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

6-5.03

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

6-5.04

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.

6-6.00 Exclusivity

6-6.01

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

a) Exclusivity for competitive products and services

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

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

b) Exclusivity for non-competitive products or services

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

c) Exclusivity can not be demanded

- 1) Artists from the demonstrator, extra or group singer category need not grant exclusivity to the producer.
- 2) Exclusivity may only be requested in the case of voice-over when the artist is paid a fee greater than or equal to one hundred and fifty percent (150 %) of the single rates provided in Table A, B or C.
- 3) Exclusivity may not be demanded from artist hired as part of the Pilot Project provided for in Letter of Understanding N° 3.

6-6.02

An artist must respect exclusivity for the period indicated in his/her contract starting on the date the commercial is put online for the first time, which must be done within the timeframe indicated in article 12-1.03. However, if the producer has exercised his right to extend the broadcast period in accordance with this article, exclusivity begins on the date of the first (1st) broadcast thus extended.

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

CHAPTER 7-0.00 — WORKING CONDITIONS

7-1.00 Recording, fitting, rehearsal sessions and others

7-1.01

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

7-1.02

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

7-1.03

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

7-1.04

A recording day generally lasts eight (8) hours exclusive of meal periods; it starts at the time of the performance call and ends a half ($\frac{1}{2}$) hour after the artist has been dismissed, this half ($\frac{1}{2}$) hour is for make-up removal or costume change, if need be.

7-1.05

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.

7-1.06

In the event a recording session lasts more than six (6) consecutive hours or six hours fifteen minutes (6:15) if the grace period indicated in Article 7-1.05 is used, each hour or part of an hour so exceeding this timeframe shall be paid at the included hourly rate for each function involved, based on half hours, without being deducted from included hours.

7-1.07

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

7-1.08

The artist shall arrive at the hour stated in the performance call. The producer may deduct from the artist's fee the equivalent of one included hour of the rate stated in the contract for each half ($\frac{1}{2}$) hour the artist is late, starting at the time indicated in the performance call, and the artist's included hours will only begin to accumulate as of his/her effective time of arrival.

7-1.09

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.

7-1.10

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

7-1.11

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 advertising campaign, 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.

7-1.12

The subsequent recording days include a minimum guarantee of four (4) included hours for a function on-camera and two (2) hours for a function off-camera, up to a number of eight (8) included hours.

In all cases, any hour over the number of included hours or eight (8) hours in the same day according to the function on the same day shall be paid at the overtime rate (see Table D).

7-1.13 Production meetings

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

7-1.14 Fitting, photo and rehearsal sessions

Fitting, photo and rehearsal sessions are set by appointment. They may take place during the same performance call. When they are set during the hours and at the place of recording, they are part of the recording hours. Otherwise, they are paid on an hourly basis with a minimum of two (2) hours included at the rate of the function indicated in the contract.

Fitting, photo and/or rehearsal sessions occurring outside the city of the regional UDA branch to which the artist belongs and which do not take place on the recording day are paid at a minimum of two (2) hours for travel, in addition to the amount provided for in the preceding paragraph, except where the fitting, photo and/or rehearsal sessions take place at a shooting location and require group travel, or the artist is already at the shooting location pursuant to article 7-7.01.

An artist who lives within a radius of less than forty (40) kilometres from the location of the fitting, photo or rehearsal location is not entitled to this compensation.

7-1.15

Any performance call for an artist outside the included hours that has not otherwise been explicitly provided for in this Agreement and that is used in one way or another to prepare the recording as such, shall be paid at the included hour rate, with a minimum performance call of two (2) hours, and beyond that, the hourly rate is divisible to the half (½) hour.

7-1.16

All costs incurred by the artist at the request of the producer shall be reimbursed by the producer upon presentation of supporting documentation (receipt, etc.). Any request to this effect must be reasonable and related to the needs of a recording (e.g. vaccination for filming abroad, coaching or training).

7-1.17

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

7-2.00 Rest

7-2.01

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

Any time worked during this period shall be paid at the overtime rate, or night overtime rate and includes any excess holiday hours, if such is the case.

7-2.02

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

7-2.03

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

7-3.00 Meals

7-3.01

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

7-4.00 Costume and accessories

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

Upon presentation of vouchers, the producer shall reimburse the performer for any damage to his/her working clothes or accessories, 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.

7-4.03

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) 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.
- b) A performer who provides, at the request of the producer, a special outfit of clothing (tuxedo, evening gown, clown costume, etc.) is entitled to compensation of thirty dollars (\$ 30), whether or not it is used.
- c) A performer who provides, at the request of the producer, specialized equipment (hockey equipment, scuba-diving suit, etc.) or their automobile for the recording is entitled to compensation of forty dollars (\$ 40) for each set of equipment that they supply, whether or not it is used.

7-4.04

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

7-5.00 Make-up

7-5.01

Make-up sessions are considered to be recording hours.

7-5.02

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

7-6.00 Doubling

7-6.01

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

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

In the case of doubling, each function is paid in accordance with the rate table provided herein. In the cases of paragraphs d), e) and f) of article 7-6.01, the remuneration for doubling is limited to double the fee.

7-7.00 Travel

7-7.01

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

7-7.02

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 (24) hour 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.

7-7.03

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.

7-7.04

Upon presentation of vouchers, the producer shall also pay for the taxi between the artist's residence and the airport, and the return trip or, at the artist's option, the sum of sixty-one cents (\$ 0.61) per kilometre between the artist's residence and the airport, and the return trip, as well as the cost of airport parking.

7-7.05

In the case of a performance call within a radius of forty (40) kilometres from the downtown area of the city where the artist's branch of the UDA is located, for the artist who travels via public transit (metro, bus or train), when the time of the end of the day of recording makes it too late to use the network before the end of service hours, the artist may notify the producer of this before the end of the day of recording. In these circumstances, the producer shall ensure that the artist safely returns to their residence:

- by ensuring that they are driven by another person present;
or
- by driving the artist themself;
or
- by covering the cost of the taxi.

The return trip must not exceed a radius of forty (40) kilometres from the downtown area of the city where the artist's branch of the UDA is located.

7-7.06

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

7-7.07

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

7-7.08

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

7-7.09

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

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

7-8.00 Health and Safety

7-8.01

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

7-8.02

The producer must take every necessary means to ensure the health and safety of the artists.

7-8.03

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

7-8.04

The producer must ensure artists are treated civilly, are conveniently lodged and travel safely. He/she must also ensure that their personal effects are stored safely.

7-8.05 Declaration of event and register

The artist declares in writing to the producer or their representative any incident or accident that occurs at work or during work, even if certain incidents may seem harmless, by indicating the following information:

- a) the date, the time and the location;
- b) the description and the causes;
- c) the injury or the discomfort felt;
- d) first aid and transport;
- e) the witnesses to the event.

The producer shall enter incidents and the accidents that occur at the work locations in a register. When they add an entry after the reception of a written declaration from the artist, they shall present this register entry to the artist so that they can sign it to confirm that they agree with the said entry. On request, the producer shall transmit a copy of the said entry to the UDA and the declaration of event. On request, they shall send the artist or their representative a copy of the said entry.

CHAPTER 8-0.00 — CONDITIONS CONCERNING THE WORK OF DANCERS, STUNT PERFORMERS AND CHILDREN

8-1.00 Special conditions concerning dancers

8-1.01

As soon as the producer hires a dancer and choreography needs to be created, modified, directed, adapted or supervised, he/she shall hire a choreographer (see Letter agreement #2).

8-1.02

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

8-1.03

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

8-1.04

- a) The producer agrees to provide any item of clothing essential for the costume (including shoes, stockings, leggings, etc.).
- b) The shoes must be appropriate for the performance requested, and must be safe, in good condition and appropriate given the size and the shape of the foot. They must be distributed at the beginning of the rehearsals in order to ascertain whether they require any adjustments.
- c) When so requested by the dancer and when necessary, the shoes must have protection against slipping and reinforcement of the heels. However, the dancer must so inform at the rehearsal or at the time of hiring, on condition he/she has been provided with the information required to so ascertain.

8-1.05

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

8-1.06

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

8-2.00 Special conditions concerning stunt performers

8-2.01

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

8-2.02

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

They must be hired first in order to identify the stunt performers able to execute the stunt and notify the producer of their choice. They also ensure proper conditions and operation of any the material used for the stunt (vehicles, accessories, equipment, etc.).

8-2.03

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

8-2.04

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

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

8-2.05

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

8-2.06

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

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

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

8-2.07

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

8-3.00 Special conditions for the hiring and the work of children

8-3.01

The parties agree that special attention must be given to the child for fatigue and inadequate working conditions.

The producer agrees to ensure constant supervision and to ensure the child's welfare.

8-3.02

“Accompanying person”: means the child's legal representative or a person having reached the age of majority designated by the child's representative to accompany the child for rehearsals and for the recording of the commercial and who watches the child at all times and sees to his/her welfare and security

8-3.03

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

8-3.04

The audition, or fitting, of a child of school age must always be carried out outside the normal school hours of the child concerned, unless otherwise agreed with the child's legal representative, or if this day is a legal or school holiday, taking into consideration travel time.

8-3.05

From the moment a producer hires a child, they designate a person responsible for overseeing the well-being and safety of the child, and they inform the legal representative.

In the case of children under six (6) years old, the ratio is one person designated per group of three (3) children.

When six (6) children or more are hired, the principal occupation of the designated person must be overseeing the well-being and safety of the children.

8-3.06

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

8-3.07

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

8-3.08

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

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

8-3.09

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

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

8-3.10

A child’s work day is as follows:

Age	Work day
2 years or less	4 hours
3 to 6 years	6 hours
7 to 12 years	8 hours

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

There must never be more than two (2) hours between the time of the child’s performance call and the effective start of their work.

8-3.11

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

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

8-3.12

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

8-3.13

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

8-3.14

The producer shall recognize children's particular food needs. To this end, the producer shall supply the children with nutritious snacks and balanced meals. They must also offer, free of charge, at all times, water, juice and milk.

8-3.15

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

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

8-3.16

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

8-3.17

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

8-3.18

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

8-3.19

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

8-3.20

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

8-3.21

For information purposes, the provisions of this section are attached to the child's contract.

8-3.22 Funds dedicated to minority-aged artists

8-3.22.1

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

8-3.22.2 Particular terms and conditions relating to the payment of fees

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

The producer shall turn over the amount to the CSA for and on behalf of the minority-aged artist, using the form called Declaration of Use of Commercials (see Appendix E), and shall do so pursuant to the provisions of section 4-5.00 of the collective agreement.

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

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

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

CHAPTER 9-0.00 — HARASSMENT

9-1.00 General provisions

9-1.01

The UDA and the APC commit to putting a stop to any attempt at discrimination on the part of one of the members of a party towards one of the members of the other party.

9-1.02 Harassment-free environment

The artist, any representative of the producer on the work location and any person working there has the right to work in a healthy environment free of any form of psychological harassment.

9-1.03 Obligations of the producer

The producer must take reasonable means to prevent psychological harassment and put a stop to it if such conduct is brought to their knowledge.

9-1.04 Collaboration

The artist, the producer and any of their representatives must collaborate in good faith in any investigation carried out by the producer (or by a third-party they name) and in any reasonable measure adopted by the producer with the objective of preventing or putting a stop to the harassment.

9-1.05 Harassment-prevention policy

The artist and the producer, as well as any representative or person working for one or the other, must respect the harassment-prevention policy of the producer by making the adaptations necessary as the case may be with the provision of the *Act respecting the professional status of artists in the visual arts, film, the recording arts, literature, arts and crafts and the performing arts*, CQLR c. S-32.1. To do this, the producer must communicate their policy to the artist.

If there is a contradiction between a provision in the policy and a provision in this collective agreement, the provision in the collective agreement has precedence.

9-2.00 Procedure in the case of harassment

9-2.01

The artist can, at any time, contact the resource person designated by the UDA for harassment. The coordinates to reach this person are the following: <https://uda.ca/harcelement-services-offerts-par-luda>

9-2.02 Right of the performer to UDA assistance

The artist concerned or acting as a witness may be accompanied by a representative of the UDA at any step described in the present section.

The producer shall inform the artist of the existence of this right in opportune time. If the producer omits or forgets to inform the artist, this cannot constitute a grievance, notwithstanding article 15-1.01, nor be the basis of a recourse against them.

9-2.03

If an artist believes they are the object of harassment (or apprehends being the object of harassment), they may first:

- Try to resolve the situation by themselves, notably by informing the person concerned that their conduct is not desired;
- or
- Verbally notify the producer or the producer's representative on the work location. This last must immediately analyze the situation and as the case may be, take action as a result.

These procedures must be made confidentially in order to preserve a healthy work climate and the right of respect for the reputations of the persons. Any persons involved must comply accordingly.

9-2.04 Witnesses

A person who believes they have witnessed psychological harassment can verbally inform the producer's representative at the work location (for example: the producer from the agency). They can also notify in writing the producer, or the person designated in the producer's policy to handle a complaint of harassment and the UDA.

9-2.05 Complaint

An artist who believes they are the object of harassment, whether they try to resolve the situation according to 9-2.03 or not, shall notify without delay the producer by sending a written complaint to the person designated in the producer's harassment-prevention policy.

The said complaint must include a summary of the alleged facts and designate one or the other persons identified as responsible for the said alleged facts.

If possible, this person is identified on the notice of the activity.

9-2.06

The complaint may be made by the artist or by a person designated by them, including a representative of the UDA.

9-2.07 Designated person

In the event where the person whose conduct is alleged is the person designated in the producer's policy to receive a complaint of harassment, the complaint is sent to any other person in authority designated in the producer's harassment-prevention policy to this end, or failing that, to a superior of the producer.

9-2.08 Alternative methods of dispute resolution

At any time during the procedure stipulated in this chapter, the producer must, when it is opportune in light of the circumstances, offer to the persons concerned a resort to an alternative method of dispute resolution, such as mediation. As the case may be, it is understood that the persons concerned maintain the discretion of accepting or not accepting to participate in such a process and that it must be carried out according to the state of the art.

9-2.09 Analysis and investigation

On reception of a complaint, the producer must analyze the situation without delay.

When requested, the producer must undertake a serious, diligent investigation, which must, as the case may be, be carried out according to the state of the art and in such a way as to allow the persons concerned to be heard.

At the end of their analysis or their investigation, the producer shall notify the persons concerned and the UDA of the conclusions of their process.

If, at the end of the investigation, the producer decides to take a measure against an artist due to the fact that the latter's conduct constitutes psychological harassment, they shall immediately notify the UDA in writing, whether the measure is provisional or definitive.

9-2.10

An artist who considers the measures taken by the producer to put a stop to the conduct of harassment insufficient or ineffective that affects them and whose producer has knowledge may use the grievance procedure described in Chapter 15 of this collective agreement. It is understood that the artist can do the same if the producer considers, at the end of an investigation or analysis, that the facts alleged in a harassment complaint are unfounded or do not constitute harassment.

9-2.11 Confidentiality obligation

In order to maintain a healthy working climate and the right to respect for the reputations of the persons, any person involved in filing a complaint, in an investigation or a harassment, grievance procedure including their representative, must at all times keep it confidential and not disclose any information related to the complaint, including the identity of the person who made the complaint and that of the person targeted by the complaint, the names of the witnesses, the allegations of the party making the complaint, the desired remedy and the decision of the investigation, as the case may be.

In the case of the representative of the person making the complaint or the alleged person who committed the harassment, this article must not have the effect of preventing them from carrying out his representation work.

They must also sign a confidentiality agreement to this effect when required by the investigator or arbitrator.

CHAPTER 10-0.00 — SPECIAL PROVISIONS FOR PRODUCTION

10-1.00 Post-synchronization and dubbing

10-1.01

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

10-1.02

Post-synchronization shall be paid as follows:

- a) an artist who post-synchronizes his/her own voice shall be paid at the hourly recording rate of the voice-over function, with a minimum of three (3) included hours;
- b) an artist who post-synchronizes any other voice, including cartoons and puppets, shall be paid one hundred and twenty five percent (125 %) of the rate of the voice-over function set in Table A, B or C, as the case may be;
- c) an artist doing dubbing shall be paid one hundred and twenty five percent (125 %) of the rate of the principal performer set in Table A, B or C, as the case may be.

10-1.03 Adaptation

Soloists and speaking voices who perform off camera in a commercial originally produced outside UDA jurisdiction in a language other than French shall be paid at the rate of the principal performer set in Table A, B or C, as the case may be.

10-2.00 Double Shooting UDA-ACTRA

10-2.01

The following article applies during a UDA-ACTRA double shoot.

When a commercial, recorded in both French and English, requires the artists to speak on camera:

- a) Every artist must sign two (2) contracts, one (1) UDA contract and one (1) ACTRA contract, with the exception of artists who participate in only one (1) of the two (2) commercials. In this case, one (1) UDA contract shall be signed by the artist participating in the commercial in French and one (1) ACTRA contract shall be signed by the artist participating in the commercial in English;

- b) When an artist signs two (2) contracts, the performance call time shall mandatorily be the same on the two (2) contracts. However, once the recording of a commercial (English or French) is finished, the included hours and overtime hours cease to be counted for this contract while they may continue to be for the other until that recording is also complete;
- c) The full amount of the fees provided for in each of the contracts for the included hours during the recording of a commercial shall be paid to the artists;
- d) One hundred percent (100 %) of the rate provided for in the Agreement will be paid to the artist for overtime hours and additional overtime hours;
- e) Fifty percent (50 %) of the rate specified in the agreement will be paid to the artist for travel time, wardrobe, make-up, night work, rehearsals and meal penalties, on the condition that the ACTRA contract covers the other fifty percent (50 %) of the rate concerning the items mentioned in this paragraph. Failing this, the artists shall receive percent (100 %) of the rate specified in this Agreement;
- f) The use is paid according to each of the agreements (UDA and ACTRA).

10-3.00 Participation through a recording

10-3.01

- a) When, for the production of a new commercial, the producer reuses, in whole or in part, a recording fixing the performance of an artist for a commercial produced by the producer or for his/her client's account pursuant to this collective agreement or of any other UDA collective agreement concerning commercials, the artist's performance so reused is tantamount to a new performance by the artist executed for the production of the new commercial. The producer shall have the artist sign a contract and shall pay him/her a fee in keeping with the function.
- b) This paragraph does not cover any type of pre-existing recording, including stock footage or any other recording produced by a third party for purposes other than a commercial, and for which the producer or the advertiser has negotiated a use licence with the third party owner.
- c) However, the producer who wishes to integrate in a commercial that they produce the singing performance of an original musical piece they have acquired the rights for, must sign a contract of engagement with the artist and pay the fee for the function of soloist. This condition only applies when they are an artist residing in Quebec whose voice as a soloist is recognizable.

10-4.00 Commercial produced and intended for a market outside Canada

10-4.01

The producer that produce a commercial intended only for the international market (outside Canada) can do it by paying the artist the rates (recording and use) that are provided for in the collective agreement between the Association des producteurs de films publicitaires and the Union des artistes (APP-UDA). The contract, declaration of use and applicable service fees are those of this collective agreement.

<https://site.uda.ca/media/association-des-producteurs-de-films-publicitaires-app-entente-collective>

10-5.00 Use outside Canada of a commercial produced under this Agreement

10-5.01

The producer that wishes to use a commercial produced in virtue of this collective agreement on television or on digital media outside Canada must pay the artist an additional fee of use in accordance with the following table for any cycle of use within the same year on the market outside Canada.

	By 13-week cycle 1 ad and 2 versions	By 13-week cycles 1 ad and 4 versions
	Television	Digital media
Principal performer	\$ 1,951	\$ 314
SOC performer	\$ 1,342	\$ 225
VO/Sol/Duet	\$ 1,342	\$ 225
Principal extra	\$ 870	\$ 158
Group singer	\$ 870	\$ 158
For the duration of the collective agreement		

To take advantage of the application of this article, the producer must have already paid a first use for the television or digital media market for the Canadian market in accordance with Table A or C of this agreement.

CHAPTER 11-0.00 — RATES

11-1.00 General provisions

11-1.01 Audition

The first (1st) hour 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 (Appendix I) required by the producer or casting agency. Any time exceeding the first hour of audition will be paid at a rate of seventy dollars (\$ 70) per hour or per block of additional time, with a minimum of one (1) hour.

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

The producer or his/her representatives agree to set the exact time for an audition or call back. An artist who is more than ten (10) minutes late shall have the time for the beginning of the audition or call back set at the time said artist was in fact ready to begin the audition or call back.

Moreover, if auditioning a late artist is inconvenient to the producer (scheduling, overtime, fees, etc.), he or she may refuse to let the artist audition.

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

For the purpose of applying this article, the producer asks all candidates to include the following information on a timesheet (Appendix J): 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 timesheet, filled out by all artists who were invited to audition, to the UDA.

11-1.02

Commercial rates are established taking account the circuit of use and the artist's function.

11-1.03

The general television rate gives the right to use in the specialized television channel circuit, but not vice versa.

11-1.04

The sponsorship television rate is paid per cycle. The payment of the sponsorship television rate gives the right to use in the specialized television channel and general television circuits. Specialized television channel sponsorship is paid as a sponsorship.

11-1.05

The period of use begins to be counted at first (1st) use of the commercial, whatever the number of versions permitted is used, and it ends for the purpose of the period of use stipulated in the Declaration of Use.

11-1.06

All cycles begin under the conditions in effect at the time of renewal, and excess clauses are increased on a pro rata basis, unless a time period is specified. When the time period mentioned in the contract is exceeded, the prorata applies.

11-2.00 Rates

11-2.01

The rates provided in Tables A, B and C allow the producer to use the main commercial including two (2) additional versions (three (3) in all) for the television circuit, and four (4) additional versions (5 in all) for the DM circuit, for a cycle of thirteen (13) weeks. Notwithstanding the circuit, the total number of versions is limited to four (4) in addition to the main commercial.

11-2.02 Recording and first use rate

- a) The first (1st) cycle of use in a circuit shall be paid in accordance with Table A, whether this is a recording session or not. For example, a principal performer in a commercial shot and paid DM for the first (1st) cycle will be paid one thousand and one hundred dollars (\$ 1,100). The addition of the general television circuit, in the same cycle or in a subsequent cycle, will be paid one thousand nine hundred and fifty-one dollars (\$ 1,951).

Table A

Function		1st use (13-week cycle) 1 ad and 2 versions			1st use (13-week cycles) 1 ad and 4 versions	IH ²
		Television			Digital Media	
		Specialized channels	General television	Sponsorship		
Principal performer	From April 1, 2024	\$ 1,200	\$ 1,951	\$ 2,487	\$ 1,100	8
	From April 1, 2025	\$ 1,230	\$ 2,000	\$ 2,487	\$ 1,128	
	From April 1, 2026	\$ 1,248	\$ 2,030	\$ 2,487	\$ 1,144	
SOC performer	From April 1, 2024	\$ 930	\$ 1,342	\$ 1,713	\$ 800	8
	From April 1, 2025	\$ 953	\$ 1,376	\$ 1,713	\$ 820	
	From April 1, 2026	\$ 968	\$ 1,396	\$ 1,713	\$ 832	
VO/Sol/Duet	From April 1, 2024	\$ 930	\$ 1,342	\$ 1,713	\$ 800	4
	From April 1, 2025	\$ 953	\$ 1,376	\$ 1,713	\$ 820	
	From April 1, 2026	\$ 968	\$ 1,396	\$ 1,713	\$ 832	
Principal extra	From April 1, 2024	\$ 600	\$ 870	\$ 1,108	\$ 550	8
	From April 1, 2025	\$ 615	\$ 892	\$ 1,108	\$ 564	
	From April 1, 2026	\$ 624	\$ 905	\$ 1,108	\$ 572	
Group singer	From April 1, 2024	\$ 600	\$ 870	\$ 1,108	\$ 550	4
	From April 1, 2025	\$ 615	\$ 892	\$ 1,108	\$ 564	
	From April 1, 2026	\$ 624	\$ 905	\$ 1,108	\$ 572	

² HI signifies hours included.

- b) The rate for the demonstrator and extra functions shall be paid in accordance with the table below. This rate offers use for one year starting from the commercial's first use. The table includes a recording and use rate for the television circuit and another for the DM circuit. The producer can, at the time of recording, take advantage of a combined rate.

Table A-Yearly Rates					
Function		Combined DM/TV rate If confirmed at the recording session	TV rate only	Digital media rate only	HI
Demonstrator	From April 1, 2024	\$ 790	\$ 653	\$ 384	8
	From April 1, 2025	\$ 810	\$ 669	\$ 394	
	From April 1, 2026	\$ 822	\$ 679	\$ 400	
Extra 1-25	From April 1, 2024	\$ 400	\$ 303	\$ 250	8
	From April 1, 2025	\$ 410	\$ 311	\$ 256	
	From April 1, 2026	\$ 416	\$ 315	\$ 260	
Extra 26-50	From April 1, 2024	\$ 327	\$ 270	\$ 200	8
	From April 1, 2025	\$ 335	\$ 277	\$ 205	
	From April 1, 2026	\$ 340	\$ 281	\$ 208	
Extra 51 and +	From April 1, 2024	\$ 272	\$ 225	\$ 185	8
	From April 1, 2025	\$ 279	\$ 231	\$ 190	
	From April 1, 2026	\$ 283	\$ 234	\$ 192	

11-2.02

After the payment of Table A in a circuit, any additional cycle shall be paid in accordance with Table B, as follows:

Table B				
Additional 13-week cycle over 1 year				
Function		Use rate 1 ad and 2 versions		Use rate 1 ad and 4 versions
		Specialized channels	General Television	Digital Media
Principal performer	From April 1, 2024	\$ 1,080	\$ 1,756	\$ 300
	From April 1, 2025	\$ 1,107	\$ 1,800	\$ 308
	From April 1, 2026	\$ 1,124	\$ 1,827	\$ 312
SOC performer	From April 1, 2024	\$ 837	\$ 1,208	\$ 215
	From April 1, 2025	\$ 858	\$ 1,238	\$ 220
	From April 1, 2026	\$ 871	\$ 1,257	\$ 224
VO/Sol/Duet	From April 1, 2024	\$ 837	\$ 1,208	\$ 215
	From April 1, 2025	\$ 858	\$ 1,238	\$ 220
	From April 1, 2026	\$ 871	\$ 1,257	\$ 224
Principal extra	From April 1, 2024	\$ 540	\$ 784	\$ 125
	From April 1, 2025	\$ 554	\$ 804	\$ 128
	From April 1, 2026	\$ 562	\$ 816	\$ 130
Group singer	From April 1, 2024	\$ 540	\$ 784	\$ 125
	From April 1, 2025	\$ 554	\$ 804	\$ 128
	From April 1, 2026	\$ 562	\$ 816	\$ 130

11-2.03

Payment of the Table C rates gives the producer the right to use the commercial over one (1) year in the targeted circuit. When the producer takes advantage of the purchase of one (1) year, they must pay the rate within twenty (20) days following the recording and use of the commercial and its versions within twelve (12) months from the first (1st) use.

Table C				
Recording and use for 1 year payable at recording				
Function		Rate 1 ad and 2 versions		Rate 1 ad and 4 versions
		Specialized channels	Television	Digital média
Principal performer	From April 1, 2024	\$ 3,360	\$ 5,462	\$ 1,800
	From April 1, 2025	\$ 3,444	\$ 5,599	\$ 1,845
	From April 1, 2026	\$ 3,496	\$ 5,683	\$ 1,873
SOC performer	From April 1, 2024	\$ 2,790	\$ 3,757	\$ 1,300
	From April 1, 2025	\$ 2,860	\$ 3,851	\$ 1,333
	From April 1, 2026	\$ 2,903	\$ 3,909	\$ 1,352
VO/Sol/Duet	From April 1, 2024	\$ 2,790	\$ 3,757	\$ 1,300
	From April 1, 2025	\$ 2,860	\$ 3,851	\$ 1,333
	From April 1, 2026	\$ 2,903	\$ 3,909	\$ 1,352
Principal extra	From April 1, 2024	\$ 1,800	\$ 2,437	\$ 825
	From April 1, 2025	\$ 1,845	\$ 2,498	\$ 846
	From April 1, 2026	\$ 1,873	\$ 2,535	\$ 858
Group singer	From April 1, 2024	\$ 1,800	\$ 2,437	\$ 825
	From April 1, 2025	\$ 1,845	\$ 2,498	\$ 846
	From April 1, 2026	\$ 1,873	\$ 2,535	\$ 858

11-2.04 Hourly rates

Table D
Hourly rate, overtime hour and additional overtime hour

Function	In effect	Hourly rates only			
		Recording	Hour included	Overtime	Additional overtime
		Calculation basis		25 %	50 %
Principal performer	From April 1, 2024	\$ 734	\$ 92	\$ 115	\$ 138
	From April 1, 2025	\$ 752	\$ 94	\$ 118	\$ 141
	From April 1, 2026	\$ 764	\$ 96	\$ 120	\$ 144
SOC performer	From April 1, 2024	\$ 508	\$ 64	\$ 80	\$ 96
	From April 1, 2025	\$ 521	\$ 66	\$ 82	\$ 99
	From April 1, 2026	\$ 529	\$ 67	\$ 83	\$ 101
3VO/Sol/Duet	From April 1, 2024	\$ 508	\$ 118	\$ 141	\$ 169
	From April 1, 2025	\$ 521	\$ 121	\$ 145	\$ 173
	From April 1, 2026	\$ 529	\$ 123	\$ 147	\$ 176
Principal extra	From April 1, 2024	\$ 367	\$ 46	\$ 58	\$ 69
	From April 1, 2025	\$ 376	\$ 47	\$ 59	\$ 71
	From April 1, 2026	\$ 382	\$ 48	\$ 60	\$ 72
Group singer/ Small role ⁴	From April 1, 2024	\$ 367	\$ 92	\$ 115	\$ 138
	From April 1, 2025	\$ 376	\$ 94	\$ 118	\$ 141
	From April 1, 2026	\$ 382	\$ 96	\$ 120	\$ 144
Demonstrator ⁵	From April 1, 2024	\$ 790	\$ 48	\$ 60	\$ 72
	From April 1, 2025	\$ 810	\$ 49	\$ 62	\$ 74
	From April 1, 2026	\$ 822	\$ 50	\$ 62	\$ 75
Extra (1 to 25) ⁵	From April 1, 2024	\$ 400	\$ 40	\$ 50	\$ 60
	From April 1, 2025	\$ 410	\$ 41	\$ 51	\$ 62
	From April 1, 2026	\$ 416	\$ 42	\$ 52	\$ 62
Extra (26 to 50) ⁵	From April 1, 2024	\$ 327	\$ 34	\$ 43	\$ 51
	From April 1, 2025	\$ 335	\$ 35	\$ 44	\$ 52
	From April 1, 2026	\$ 340	\$ 35	\$ 44	\$ 53
Extra (51 and more) ⁵	From April 1, 2024	\$ 272	\$ 28	\$ 35	\$ 42
	From April 1, 2025	\$ 279	\$ 29	\$ 36	\$ 43
	From April 1, 2026	\$ 283	\$ 29	\$ 36	\$ 44

³ The hourly voice-over rate was frozen for the first year. The increase for additional time corresponds to an increase of 20% of the time included and to 40% of the included time for the increased additional time.

⁴ The small role applies only to radio.

⁵ The hourly rate of the demonstrator and extra does not correspond to the recording rate divided by the number of hours included. It represents a rate negotiated for the function.

Table D (continued)
Night hour, Holiday hour and overtime night hour

Function	In effect	Night hour⁶	Holiday hour⁷ and Overtime night hour
Principal performer	From April 1, 2024	\$ 121	\$ 145
	From April 1, 2025	\$ 124	\$ 149
	From April 1, 2026	\$ 126	\$ 151
SOC performer	From April 1, 2024	\$ 84	\$ 101
	From April 1, 2025	\$ 86	\$ 103
	From April 1, 2026	\$ 87	\$ 105
VO/Sol/Duet	From April 1, 2024	\$ 148	\$ 177
	From April 1, 2025	\$ 152	\$ 182
	From April 1, 2026	\$ 154	\$ 185
Principal extra	From April 1, 2024	\$ 60	\$ 72
	From April 1, 2025	\$ 62	\$ 74
	From April 1, 2026	\$ 63	\$ 75
Group singer/Small role	From April 1, 2024	\$ 121	\$ 145
	From April 1, 2025	\$ 124	\$ 149
	From April 1, 2026	\$ 126	\$ 151
Demonstrator	From April 1, 2024	\$ 63	\$ 76
	From April 1, 2025	\$ 65	\$ 77
	From April 1, 2026	\$ 66	\$ 79
Extra (1 to 25)	From April 1, 2024	\$ 53	\$ 63
	From April 1, 2025	\$ 54	\$ 65
	From April 1, 2026	\$ 55	\$ 66
Extra (26 to 50)	From April 1, 2024	\$ 45	\$ 54
	From April 1, 2025	\$ 46	\$ 55
	From April 1, 2026	\$ 46	\$ 56
Extra (51 et +)	From April 1, 2024	\$ 37	\$ 44
	From April 1, 2025	\$ 38	\$ 45
	From April 1, 2026	\$ 38	\$ 46

⁶ A night hour is an additional hour increased by five percent (5%).

⁷ The legal holiday hour and additional night hour are respectively an additional increased hour that has been increased by five percent (5%).

11-2.05

Work or travel hours other than included hours shall be paid per half (1/2) hour. (For the rates, see the Synoptic Table in Article 11-9.03)

11-2.06 Waiting time

The waiting time applies in the context of 8-3.10 and shall be paid seventy-five percent (75 %) of the included hours of the artist’s function per hour and is divisible to the half (1/2) hour.

11-2.07 Travel time

Travel time shall be payable at the included hour rate of the artist’s function per hour and divisible to the half (1/2) hour.

11-2.08 Choirmaster

The choirmaster shall be paid:

Rate	HI
\$ 423	2

Any additional hours shall be paid at the overtime rate of the principal performer. No other amounts shall be payable for renewed cycles.

11-2.09 Doubling and cue

Doubling and cue shall be paid at the principal extra rate with a minimum guarantee of three (3) hours at the included hourly rate.

11-2.10

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

11-2.11

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

11-2.12

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

11-2.13 Use only in languages other than French

The use only in English and/or in any language other than French, of a commercial produced under UDA jurisdiction, shall be paid in accordance with Table A, B or C.

11-2.14 Use during the same television cycle – French and languages other than French

The use on television in French and any language other than French during the same cycle of a commercial produced under UDA jurisdiction shall be paid at one-hundred and fifty percent (150 %) of Table A, B or C.

11-3.00 Commercial tags

11-3.01

- a) When the artist is already part of the commercial (recording and use), the first (1st) tag for this commercial shall be included in the fee for the commercial. Any additional tag recorded during this performance call shall be paid in accordance with the table in paragraph d).
- b) When the artist is not already part of the commercial, the first (1st) tag shall be paid at the rate of Table A or C of section 11-2.00. The renewal of the commercial shall be paid at the rate of Table B or C, depending on the case. Any additional tag recorded during this performance call shall be paid in accordance with the table in paragraph d) hereunder.
- c) Any tag recorded during a new performance call shall be paid at the amount provided for in the table in paragraph d) for each of them. However, if one sole tag is recorded during this new performance call, the artist shall be paid at the amount indicated hereinafter plus one (1) additional hour.
- d) Rate table:

Number of tags	Rate per tag
1 to 10	\$ 163
11 to 20	\$ 119
21 and +	\$ 91

Example: If an artist records twenty-two (22) tags, they have ten (10) tags paid at one hundred and sixty-three dollars (\$ 163), ten (10) tags paid at one hundred and nineteen dollars (\$ 119) and two (2) tags paid at ninety-one dollars (\$ 91).

- e) The rate shall be paid per tag recorded. The use of the tags does not have to be repaid when a cycle is renewed, since the artist who participates in a commercial only in their tag segment receives the fee of use for the commercial.
- f) The volume discount is applicable only for the tags recorded the same day with eight (8) included hours. After this period of eight (8) included hours, the additional hours apply in addition to the fee provided for the tags.

11-4.00 Billboards - Sponsorship commercials

11-4.01

- 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.

11-5.00 Short-term commercial

11-5.01

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 percent (20 %) on a commercial used only twenty-one (21) consecutive days during the same cycle.

These discounts shall not apply to the label. Artists participating in a short-term commercial shall be 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 artist 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.

11-6.00 Digital audio/radio commercial

11-6.01

The rate of a general digital audio/radio commercial, meaning on several radio stations and/or digital platforms, shall be paid per thirteen (13) week cycle in accordance with the following table:

Function	In Effect	Rate per cycle	IH
One(1) commercial			
Principal performer, Duettist, Soloist	From April 1, 2024	\$ 593	2
	From April 1, 2025	\$ 608	2
	From April 1, 2026	\$ 617	2
Group singer	From April 1, 2024	\$ 411	2
	From April 1, 2025	\$ 421	2
	From April 1, 2026	\$ 428	2
Small role	From April 1, 2024	\$ 411	1.5
	From April 1, 2025	\$ 421	1.5
	From April 1, 2026	\$ 428	1,5

Two (2) commercials			
Principal performer, Duettist, Soloist	From April 1, 2024	\$ 823	2
	From April 1, 2025	\$ 844	2
	From April 1, 2026	\$ 856	2
Group singer	From April 1, 2024	\$ 576	2
	From April 1, 2025	\$ 590	2
	From April 1, 2026	\$ 599	2
Small role	From April 1, 2024	\$ 576	1.5
	From April 1, 2025	\$ 590	1.5
	From April 1, 2026	\$ 599	1.5

Function	In Effect	Rate per cycle	IH
Three (3) commercials and more (rate and IH per commercial)			
Principal performer, Duettist, Soloist	From April 1, 2024	\$ 353	1.5
	From April 1, 2025	\$ 362	1.5
	From April 1, 2026	\$ 367	1.5
Group singer/Small role	From April 1, 2024	\$ 247	1.5
	From April 1, 2025	\$ 253	1.5
	From April 1, 2026	\$ 257	1.5

11-6.02 Audio commercial one station

The rate for a digital audio/radio commercial shall be paid per thirteen (13) week cycle in accordance with the following table when the audio commercial is broadcast on just one radio station and/or used on just one digital platform.

Function	In Effect	Rate per cycle	IH
One (1) or two (2) commercials			
Principal performer, Duettist, Soloist	From April 1, 2024	\$ 503	2
	From April 1, 2025	\$ 516	2
	From April 1, 2026	\$ 523	2
Group singer	From April 1, 2024	\$ 361	2
	From April 1, 2025	\$ 370	2
	From April 1, 2026	\$ 376	2
Small role	From April 1, 2024	\$ 361	1.5
	From April 1, 2025	\$ 370	1.5
	From April 1, 2026	\$ 376	1.5

Three (3) commercials and more (rate and IH by commercial)			
Principal performer, Duettist, Soloist	From April 1, 2024	\$ 282	1.5
	From April 1, 2025	\$ 289	1.5
	From April 1, 2026	\$ 293	1.5
Group singer/Small role	From April 1, 2024	\$ 197	1.5
	From April 1, 2025	\$ 202	1.5
	From April 1, 2026	\$ 205	1.5

The overtime hours and the additional overtime hours are at the same rate as those provided for in Table D according to the function.

11-6.03

Overtime hours are divisible to the half (½) hour.

11-6.04 Public halls and/or closed circuit

A commercial audio broadcast in public halls and/or in closed circuit shall be paid at the equivalent of the station rate provided for in Article 11-6.02.

It may be used in public halls and/or closed circuit without additional payment when it is in a cycle at the general audio rate (11-6.01).

11-6.05

The short-term commercial (article 11-5.01) and tag conditions apply to audio commercials.

11-7.00 Public hall and closed circuit

11-7.01

A commercial broadcast in public halls and/or closed circuit, or in a movie theatre shall be paid as follows:

Function	Public hall and/or closed circuit Rate per cycle	Movie theatre Rate per cycle
Principal performer	\$ 400	\$ 648
SOC performer/ VO/Soloist/Duettist	\$ 300	\$ 482
Principal extra/Group singer	\$ 200	\$ 338

However, the commercial that is in an audio, television, or digital media cycle may be broadcast in public halls and/or in closed circuit without an additional fee.

The annual rate is three (3) times the price of the cycle.

11-8.00 Participation by photographic means

11-8.01

- a) The artist who participates in an audiovisual commercial via the means of photographs receives a fee in accordance with Table A or C.

If their character is in direct relation with the advertising content, the product or the service advertised, they shall receive at least the rate of the SOC performer.

If there is no direct relation with the content, the product or the service, they shall receive the rate of the principal extra.

- b) If this same photograph is used as a fixed image in another commercial that is not in an audiovisual format (e.g. a static web banner) and put on line independently of the DM audiovisual commercial, the artist shall receive a fee of use of two hundred and twenty-five dollars (\$ 225) per cycle.
- c) The use in a DM static banner of a photograph drawn from the recording session or a photo shoot for the production of an DM audiovisual commercial, shall be at paid two hundred and twenty-five dollars (\$ 225) per cycle.

11-9.00 Publications, Commercial products, Displays

11-9.01

- a) An advertising photograph of an artist who is identified with a product or a service by means of TV or DM commercials and which is used for commercial or promotional purposes in one of the following three (3) circuits, shall be paid the rate below per cycle and per circuit:

- Publications circuit: newspapers, magazine, etc.;
- Commercial products circuit: packaging, wrapping, labelling;
- Displays circuit: billboards, signs, point of sale material.

- b) The rate is:

Rate	HI
\$ 567	2

- c) If there is a performance call specifically for a photo shoot, the two (2) first hours are included in the above rate. These two (2) hours include the time for makeup and costume. Any additional hour shall be paid at the hourly rate included in the artist's function;
- d) An artist's explicit consent must be given for the use of his/her photograph;
- e) The same commercial can include more than one photograph.

11-9.02

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

11-9.03 Synoptic table

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

Please refer to the French version to get that table.

11-9.04

SPECIAL FUNCTIONS		
Article no.		
11-2.09	Variety performer	Rate for principal performer
11-2.09	Stunt performer	Rate for principal performer
11-2.09	Dancer	Rate for principal performer
11-2.08	Understudy	Rate for principal extra, minimum 3 included hours
11-2.10	Manipulator	Rate for SOC performer
11-2.09	Puppeteer	Rate for principal performer
11-2.09	Mime	Rate for principal performer
11-2.08	Cue	Rate for principal extra, minimum 3 included hours

CHAPTER 12-0.00 — COMMERCIAL USE

12-1.00 General provisions

12-1.01

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

12-1.02

The fee paid (Table A) to the demonstrator and extra gives a right to one year of use on all the circuits starting from the first use in one of the circuits.

12-1.03 Timeline for first use and extension

The complete payment authorizes the producer to use the commercial at the latest ninety (90) days following the end of the recording session.

If the use of the commercial has not begun within this timeframe, the producer may add a maximum of two (2) additional timeframes of sixty (60) days each (or ninety (90) days each for a seasonal commercial) to this timeframe by making an extension payment equivalent to the use rate in Table B – digital media component for any function other than that of extra and demonstrator. This payment shall be made before the expiry of the first ninety (90) day timeframe. This extension payment shall cover all the circuits of use.

If the authorized timeframes have expired, namely ninety (90) days after the recording, or one hundred and fifty (150) or two hundred and ten (210) days if the extension has been paid (or one hundred and eighty (180) days or two hundred and seventy (270) days for a seasonal commercial), the commercial may only be used with the artist's written authorization.

Any payment must be accompanied by the contract number to which it is attached as well as any information relevant to understanding the payment (for example: UDA member number, advertiser, function occupied, circuits and use, date of cycle if known, gross fee, negotiated rate increase, as the case may be, deductions, contributions, taxes, net fee, compensation for late payment, as the case may be, description of the hours other than those included, as the case may be).

12-1.04 Use beyond the twelve (12) month period

- a) The producer that wishes to continue the use of a commercial beyond a period of twelve (12) months following the first broadcast may, in the initial engagement contract, provide for conditions with immediate payment for this use.
- b) If the use beyond the period of twelve (12) months was not provided for in the initial engagement contract:

- i. The producer shall, within a maximum of thirty (30) days following the end of the period, obtain the performer's written authorization that they occupied one of the following functions: principal performer, SOC performer, voice-over or principal extra. This authorization shall be the object of an Appendix B-1 to the contract detailing notably the monetary conditions of this new use. This authorization is not necessary for an extra or demonstrator.
 - ii. If the timeframe provided for in the preceding paragraph is not respected, the producer shall sign a new engagement contract with the artists for all functions.
- c) In all cases, including the functions of extra and demonstrator, the producer pays each artist at least a fee in accordance with Table A or C.
 - d) If the use of the commercial is carried out without the artist's authorization or signed contracts, as the case may be, the producer shall then immediately withdraw the commercial upon notice by UDA and pay the amounts above. In addition, the producer shall pay each artist concerned seven and a half percent (7.5 %) of the fee per day for such broadcasting, up to a maximum of fifty percent (50 %) of the fee.
 - e) If it is a broadcast by error on the part of the media, the producer shall pay to each of the artists concerned seven and a half percent (7.5 %) of the fee per day of such broadcast, up to a maximum of one hundred percent (100 %).

12-2.00 Special Events

12-2.01

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 show.

The broadcasting of a commercial in the course of an information program, news or reportage shall not constitute a broadcast 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.

12-2.02

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 preempted because of such an event and extend the current cycle accordingly.

12-3.00 Archives and portfolio

12-3.01 Portfolio

The producer or the performer may use a commercial, an extract from one or a montage in closed circuit or on the Internet in order to illustrate their accomplishments and demonstrate their knowhow, or seek engagements, on the following conditions:

- a) they must have received authorization for such use on the UDA contract;

- b) the portfolio section must be located on an Internet site belonging to them or under their control; however, the commercials, extracts or montages may be hosted on sites such as YouTube, Vimeo, etc., provided they have non-public status;
- c) the portfolio section of the Internet site must only be accessible at the end of a procedure initiated voluntarily by the Internet user;
- d) they must do everything in their power to make the commercial, extract or montage non-downloadable, and must insert a condition on the Internet site to the effect that it is not to be downloaded;
- e) they must not use the portfolio section of the Internet for advertising purposes or any other purpose other than the one described in this article.

The producer may also use a commercial, an extract from one or a montage in closed circuit or on the Internet in order to illustrate its accomplishments and demonstrate its knowhow, or search for engagements, especially on the following industry Internet sites: *a2c.quebec*, *Ads of the world*, *I believe in advertising*, *I have an idea*. It can also do so on a site that will be posted online after this agreement comes into effect, providing it is the same kind of site.

The performer may do the same, particularly on the UDA's online directory (secure area), his/her agent's website and imdb.com. The performer may also do so on a site that will be posted online after this agreement comes into effect, providing it is the same kind of site.

12-3.02 Online posting for archiving purposes

The advertiser may post, at no additional cost, a commercial produced for them on their website, for archiving purposes only, under the following conditions:

- The commercial shall be used for archiving purposes only and the producer shall take all reasonable measures in their power to mention "For reference purposes";
- The advertiser shall take any reasonable measures in their power to make it non-downloadable.

In addition, the commercial may be posted online on the advertiser's social networks (web pages under their control, like Facebook, YouTube), without additional charge, if the commercial is not pushed with a media purchase.

CHAPTER 13-0.00 — MISCELLANEOUS CHARGES

13-1.00 General provisions

13-1.01

The per diem accommodation rates shall be:

Accommodation and meals	\$ 275
-------------------------	--------

per day, 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:

Meals only	\$ 113
------------	--------

Broken down as follows:

Breakfast	\$ 23
Lunch	\$ 35
Supper	\$ 55

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

When meal allowances are paid, they apply as follows:

- a) If the performer is called, travels or works between 7 am and 9 am the producer pays for breakfast.
- b) If the performer is called, travels or works between 11:30 am and 1:30 pm the producer pays for lunch.
- c) If the artist is called, travels or works between 5:30 pm and 7:30 pm the producer pays for supper.

If it is impossible for a performer to find lodging and meals for the fees listed above, he/she must notify the producer, who may then either authorize overruns or find lodging and meals himself.

CHAPTER 14-0.00 — COMITTEES

14-1.00 Professional relations committees

14-1.01

The Professional Relations Committee is constituted of two (2) upper managers representing the APC and two (2) upper managers representing the UDA.

The objective of this Committee is to discuss the major directions of the working relations between the parties and the state of the Quebec advertising production industry.

The Committee sits in Montreal at least one (1) time per year.

14-2.00 Joint Committee

14-2.01 Joint Committee

The Joint Committee is constituted of two (2) representatives of the APC and two (2) representatives of the UDA. The number of representatives of each of the parties can be increased or reduced with the agreement of the UDA and the APC.

14-2.02

The objectives of the Joint Committee are the following:

- a) Study, and if necessary, propose solutions regarding grievances that were filed in accordance with the grievance procedure in Chapter 15 and arbitration of this Agreement;
 - b) Attempt to settle any dispute regarding the applicability, the application or the interpretation of this collective agreement or work relations problems that can occur from time to time;
- and
- c) Document the history of disputes and work relations problems and make recommendations that are issued to the parties.

14-2.03

The APC and the UDA recognize that this Agreement may not provide for every situation that occurs. In the event of a situation not provided for in the Collective Agreement, the producer, the UDA or the APC agree to transmit it to the Joint Committee.

To do this, the Committee shall meet according to the conditions in Article 14-2.04 and shall make every effort to find a solution and come to an agreement. Failing an agreement, and at the request of one or the other of the parties, the parties shall submit the dispute to the process of accelerated arbitration (<https://www.arbitrationsaa.com>) where the arbitrator shall apply the grievance procedure provided for in Chapter 15, making the adaptations necessary.

14-2.04

At the request of one or the other of the parties, the Committee shall meet by any means of communication in a reasonable time frame depending on the circumstances. This timeframe may not exceed thirty (30) days, unless there is a written agreement between the parties for this purpose. At the request of one of the parties in the case of an urgent situation, the parties shall meet within a timeframe of twenty-four (24) hours.

The minutes of the Joint Committee meeting are kept, by one of the parties, alternating each time. They are sent to the other party within fifteen (15) days of the meeting. The minutes are approved at the following meeting.

CHAPTER 15-0.00 — GRIEVANCE

15-1.00 Grievance procedure

15-1.01

A producer or artist who contravenes the rules of this agreement may be subject to a grievance.

15-1.02

Any dispute between the APC and the UDA, or between the producer, on the one hand, and the UDA, an artist or a group of artists, on the other hand, concerning the interpretation, application or execution of this agreement or of a contract signed in accordance with this agreement shall constitute a grievance.

15-1.03

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

15-1.04

Any grievance must be made in writing, dated and duly signed by a representative of the party who files it.

15-1.05

The parties at any step of the grievance procedure and arbitration are the UDA and the APC or, as the case may be, the UDA and the producer.

15-1.06

Only a signatory party to this collective agreement, namely the UDA and the APC or a producer member of the APC, can formulate a grievance relating to the interpretation or the application of this collective agreement.

15-1.07

A grievance formulated by the APC shall be filed in the name of the APC or one or several producer members of the APC. The grievance formulated by a producer is filed in the name of the latter. The grievor in a grievance filed by the APC on behalf of a producer or by the producer himself is the producer. In such a case, the APC has sufficient interest to intervene in the said dispute.

A grievance formulated by the UDA is filed in the name of the UDA (grievance of interpretation) or in the name of one or several artists. The UDA remains the grievor party.

The opposing party to a grievance filed by the UDA is the APC or the producer. When the opposing party is the producer, the APC has sufficient interest to intervene in the said dispute.

A non-member producer of the APC and signatory of a recognition of jurisdiction can file a grievance in their own name. In such a case, the APC has sufficient interest to intervene in the said dispute.

15-1.08

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

However, any grievance related to psychological harassment shall be filed as promptly as possible, but at the latest in the two (2) years of the last manifestation of this behaviour.

15-1.09

A grievance filed by the UDA shall be sent to the office of the producer the grievance addresses and a copy shall be sent to the APC at rt@a2c.quebec. Failure to send the copy shall not be construed as an error of procedure.

The filing shall be carried out by a representative designated by the UDA.

A grievance filed by the APC or by a producer must be sent to the UDA office.

A copy of the grievance formulated by a member or non-member producer of the APC shall be sent to the APC at the time it is filed.

15-1.10

The Joint Committee shall meet within fifteen (15) days following the filing of the grievance, in order to discuss the grievance and settle it if possible. A representative of the producer concerned and, if necessary, the artist concerned may participate in this meeting.

If the parties to the grievance agree to a settlement, it must be recorded in writing and signed by the parties in the grievance. In the case of a settlement made between a producer and the UDA, a copy of the settlement shall be sent to the APC.

In the absence of such a meeting of the Joint Committee, or if the grievance is not settled to the satisfaction of the parties, the grievor may refer the grievance to arbitration by transmitting to the opposing party a notice of arbitration in writing within ninety (90) days of the filing of the grievance. This notice of arbitration indicates the name(s) of the arbitrator or arbitrators suggested.

When the grievor is the UDA and the opposing party is a producer, the APC shall receive a copy of the notice of arbitration.

15-2.00 Arbitration

15-2.01

The parties to the grievance shall agree on the choice of an arbitrator within seven (7) days following the reception of the notice mentioned in Article 15-1.10. The parties may retain an arbitrator who has not been suggested. At the expiry of this timeframe, the grievor may request the ministère de la Culture et des Communications to designate one.

15-2.02

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

15-2.03

In exercising their functions, the arbitrator may:

- a) Interpret and apply any statute or regulation to the extent it is necessary for the adjudication of a grievance;
- b) Uphold or dismiss a grievance in whole or in part;
- c) Set the amount owed in virtue of the decision that they have rendered, including any amount overpaid by a producer to an artist, or any amount owed by the UDA to the APC in respect of service fees in accordance with Article 4-7.02;
- d) Order the payment of interest at the legal rate to account for the filing of the grievance, on the amounts owed in virtue of their decision. If the grievance is suspended by the parties, the calculation of the interest is also suspended for the same period.

To this amount shall be added an indemnity calculated by applying to this amount, starting from the same date, a percentage equal to the excess of the interest rate set by the *Regulation enacted pursuant to section 28 of the Tax Administration ACT A-6.002* on the legal interest rate;

- e) Correct at any time an arbitration award having a drafting or calculation error, or any other material error;
- f) Render any other decision, including a provisional ordinance, capable of safeguarding the rights of the parties;
- g) Declare irregular a member of the signatory associations, a signatory producer of a recognition of jurisdiction or an artist who holds a permit, for a period and under conditions that they determine;
- h) With regard to harassment, the arbitrator has the powers decreed in Articles 63.3 and 63.4 of the *Act respecting the professional status of artists in the visual arts, film, the recording arts, literature, arts and crafts and the performing arts, RLRQ c. S-32.1*.

15-2.04

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

15-2.05

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

15-02.06

This grievance procedure also applies to any dispute occurring since the signing of this agreement but applying to the interpretation, execution or application of the previous commercial agreements or a contract signed in accordance with previous commercial agreements.

15-2.07

Each party shares the arbitrator's fees.

15-2.08

The arbitrator's decision does not amend this Agreement in any way.

15-3.00 Irregularity

15-3.01

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

15-3.02

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

15-3.03

The UDA can prohibit the performers who it represents from working for or with a producer declared irregular in accordance with 15-3.01 without the effects of this ban giving rise to any recourse for damages.

On their side, the APC can prohibit their members from working for or with an irregular artist in accordance with 15-3.01 without the effects of this ban giving rise to any recourse for damages.

CHAPTER 16-0.00 — FINAL PROVISIONS

16-1.00 Final provisions

16-1.01

The appendices form an integral part of this agreement.

16-1.02

The term of this Agreement shall be three (3) years, effective April 1st, 2024.

16-1.03 Interim measures

a. General principle

Contracts signed on or after April 1, 2024, are covered by this collective agreement.

b. Recording session

Recording session working conditions for commercials shot prior to April 1, 2024, under the previous collective agreements remain those provided for therein.

For recording sessions held on or after April 1, 2024, this collective agreement applies.

c. Current cycles

The conditions of use for a commercial produced under the previous collective agreements remain those provided for therein for any cycle in progress at the time this collective agreement comes into effect.

d. Special cases

1) Any contract signed prior to April 1, 2024, for the production of a commercial shot prior to April 1, 2024, under the 2012–2015 TV/radio agreement or the 2016–2018 INM agreement (“the previous collective agreements”) and whose use begins no later than ninety (90) days after the recording (or one hundred and eighty [180] days for a seasonal commercial) remains covered by the previous collective agreements. Failing this, the conditions of use, including an extension of the use of the commercial, are covered by the new collective agreement, and the rates are adjusted (payment of the rate difference) in accordance with Table A or C of this collective agreement if the conditions provided for in the contracts are less than the minimum conditions in this collective agreement.

2) Any renewal of use after April 1, 2024, is covered by this collective agreement and subject to the following: the fee payable to the artist will be the greater of: a) the fee provided for in this collective agreement or b) the fee provided for in the contract signed prior to April 1, 2024, for use.

3) Any circuit added after April 1, 2024, is covered by this collective agreement.

- e. Use after twelve (12) months

Article 12-1.04 applies to all commercials regardless of whether the twelve (12) months of use began before or after April 1, 2024.

16-1.04

Throughout the term of this collective agreement:

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

16-1.05

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

16-1.06

As of six (6) months preceding the expiry hereof, either party may give a notice to the other party to negotiate its renewal.

IN WITNESS WHEREOF, the parties hereto have signed in Montreal on this ____ day of _____ 2024

FOR

UNION DES ARTISTES

THE JOINT PRODUCERS ASSOCIATION

Tania Kontoyanni
President

Dominique Villeneuve
President-CEO
Association of Quebec Advertising Agencies
(A2C)

Eloi Archambaudoin
General Secretary

Patrick Hotte
Vice-président, Quebec
Association of Canadian Advertisers Inc.
(ACA)

NEGOTIATORS:

FOR

UNION DES ARTISTES

Marie Fisette, Spokesperson

Christine Fortin, Spokesperson

Luc Vincent

Patrick Caux

Olivier Aubin

FOR

THE JOINT PRODUCERS ASSOCIATION

Isabel Poirier, Spokesperson

Dominique Villeneuve, Spokesperson

Patrick Hotte, Spokesperson

Mélanie Bruneau

Stéphanie Côté

Audrée Couture

Valérie Lapointe

Desktop Publishing

Marie-Anne Nadon

APPENDICES

APPENDIX A	Commercial Contract
APPENDIX B-1	Appendix to the contract – Purchase for extension beyond 12 months
APPENDIX B-2	Appendix to the contract – additional commercial
APPENDIX C	Timesheet
APPENDIX D	Payment statement
APPENDIX E	CSA Remittance and Declaration of Use Form
APPENDIX F	Notice of activity
APPENDIX G	Appendix to Stunt performer contract
APPENDIX H	Notice of audition
APPENDIX I	Casting Sheet
APPENDIX J	Audition Timesheet
APPENDIX K	Assignment of rights
LETTER OF UNDERSTANDING N ^o .1	Harassment
LETTER OF UNDERSTANDING N ^o .2	Letter of understanding concerning the working conditions of choreographers

APPENDIX 1: Contract of the choreographer

LETTER OF UNDERSTANDING N^o.3 Letter of understanding concerning the implementation of a Pilot Project for small-budget commercial production for digital media

APPENDIX 1: Contract – Pilot project for small-budget

APPENDIX 2: Notice of activity – Pilot Project for small-budget

LETTER OF UNDERSTANDING N^o.4 Letter of understanding concerning the implementation of a Joint Committee on self-tape auditions

LETTER OF UNDERSTANDING N^o.5 Letter of understanding concerning the production of commercials for the account of a local or regional advertiser between the UDA and an A2C member agency

LETTER OF UNDERSTANDING N^o.6 Simplification of the administrative process

APPENDIX A Commercial Contract

APPENDIX B-1 Appendix to the contract – Purchase for extension
beyond 12 months

APPENDIX B-2 Appendix to the contract – additional commercial

APPENDIX C Timesheet

APPENDIX D Payment statement

APPENDIX E CSA Remittance and Declaration of Use Form

APPENDIX F Notice of activity

APPENDIX G Appendix to Stunt performer contract

APPENDIX H Notice of audition

APPENDIX I Casting Sheet

APPENDIX J Audition Timesheet

APPENDIX K Assignment of rights

LETTER OF UNDERSTANDING NO.1 Harassment

In order to facilitate understanding of the notions mentioned in Chapter 9 herein:

- **Psychological harassment**

Psychological harassment can manifest in various ways, for example:

- a. Preventing somebody from expressing themselves — ceaselessly interrupting them, forbidding them from speaking to another;
- b. Isolating somebody — not addressing them in public, no longer speaking to them at all, denying their presence, distancing from them, depriving them of means of communication (telephone, computer, mail, etc.), preventing others from addressing them;
- c. Denigrating somebody — spreading rumours about them, ridiculing them, humiliating them, challenging their convictions or their private life, insulting or sexually harassing;
- d. Discrediting somebody — no longer giving them tasks to accomplish, making them do demeaning or absurd tasks, or tasks beneath their skill level, thwarting their efforts, calling into doubt their professionalism, denigrating them before others;
- e. Threatening, aggressing somebody — shouting, shaking them, damaging their property;
- f. Destabilizing somebody — mocking their convictions, their tastes, their political choices, their sexual orientation, their weaknesses, making unpleasant allusions without explaining them, calling into doubt their capacities of judgment and decision.

Psychological harassment must not be confused with other types of challenges likely to arise at work, like, for example, the legitimate exercise of a right to manage people or a personality conflict between two individuals.

- **Sexual harassment**

The notion of sexual harassment includes notably, without being limited to it, the following behaviours:

- a. Unwanted attention with a sexual connotation (touching, pinching, grabbing, brushing), of a repeated or abusive nature, made by a person knowing (or who reasonably should have known) that it is unwanted;
- b. The promise, express or implicit, of professional advantages if one consents to a proposition with a sexual connotation;
- c. The menace, express or implicit, of a professional sanction (whether in the form of a positive offer or a loss of opportunities) if one rejects a proposition with a sexual connotation;
- d. Actions or remarks with a sexual connotation that may be reasonably perceived as creating an emotionally or psychologically harmful working environment.

- e. The solicitation of undesired sexual favours.
- f. Inappropriate sexual comments, remarks about the body of the victim or their appearance, or teasing that denigrates their sexual identity or orientation;
- g. Intimate questions, staring or whistling with sexual connotations.

- **Discriminatory harassment**

The definition of harassment includes harassment on one or the other of the motives enumerated in Section 15 of the *Charter of Rights and Freedoms*: race, colour, sex, body type, sexual orientation, marital status, age, except when stipulated by law, religion, political convictions, language, ethnic or national origin, social condition, disability or use of a means to relieve a disability.

- **Violence in the workplace**

Violence in the workplace refers to any action or behaviour that causes a person to be abused, threatened, intimidated, harassed or attacked while at work.

Violence in the workplace, includes without being limited to it, the following behaviours:

- a. Gesturing with the fists, material destruction, throwing of objects;
- b. Any expression of an intention to hurt somebody;
- c. Any behaviour that diminishes, humiliates, embarrasses, worries, annoys or insults or upsets a person, whether via words, actions, intimidation, constraints or other inappropriate activities;
- d. Curses, insults or condescending language;
- e. Hitting, pushing, shaking.

A producer who desires additional information on the arbitration process may consult the standards published by the Institut de médiation et d'arbitrage du Québec (l'IMAQ), which are published on the organization's website.

A producer who desires additional information on the investigation process may consult the document entitled "L'enquête en matière de harcèlement psychologique au travail" published by the Commission des normes, de l'équité, de la santé et de la sécurité au travail (CNESST), which is available on the organization's website.

People concerned by the question of harassment in the culture field may also consult the information disseminated by the Institut national de l'image et du son (INIS) on the website: <https://unefoisdetrop.ca/>.

LETTER OF UNDERSTANDING N^o.2 Letter of understanding concerning the working conditions of choreographers

PREAMBLE

WHEREAS the parties are bound by the Collective Agreement between the UDA and the APC for the production of commercials during the term from April 1, 2024 to March 31, 2027, (hereinafter the “the UDA-APC Collective Agreement”);

WHEREAS the UDA has recognized the function of choreographer in the Commercial sector since 2011;

WHEREAS the parties wish to come to an agreement, in this Letter of Understanding, on the working conditions of choreographers when a producer retains the services of an artist to carry out this function during the production of a commercial.

THE PARTIES AGREE AS FOLLOWS:

1. The preamble is an integral part of this Agreement.

2. Choreographer

An artist, whose services are retained by the producer in accordance with this Letter of Understanding between the APC and the UDA in order to create a choreography or adapt an existing choreography.

3. Choreography

A choreography of dances, dance steps, dance movements or figures, with or without music, in a defined form in view of being executed by an artist for whom the services of the choreographer are retained.

4. Engagement of the choreographer

4.1 Before signing the contract, the producer and the choreographer shall discuss the specific tasks, the style and orientations of the choreography that will be created or adapted for the recording of a commercial. They shall agree on the required tasks, notably:

- a) Creating a choreography;
- b) Adapting an existing choreography created by the choreographer or for whom the producer has obtained written authorization from the choreographer who created it to proceed to an adaptation of this choreography;
- c) Attending the audition of the actors and making recommendations to the producer;
- d) Attending the callback audition of the actors and making recommendations to the producer;
- e) Directing the actors who carry out the choreography during rehearsals;

- f) Directing the actors who carry out the choreography over the course of the commercial shoot, which is directed by the director under the direction of the producer;
 - and
 - g) Executing any other task necessary for the creation of the choreography and their execution over the course of the shoot.
- 4.2 Without limiting the generality of the foregoing, at the signing of the contract, the producer and the choreographer shall agree in writing to the information necessary, for example:
- a) The number and type of actors participating in the choreographic work;
 - b) The type of choreography and the concept of the commercial;
 - c) The type of costume worn by the actors;
 - d) The date the storyboard is given to the choreographer;
 - e) The date the music (soundtrack) and/or of the sound environment is given to the choreographer in a format or on an appropriate support;
 - f) The date to which a studio will be available for rehearsals;
 - g) The planned shooting date(s);
 - h) Any other information judged relevant.

This information can be modified afterward, by written agreement between the producer and choreographer, according the evolution of the directions of the realization.

The producer must have the choreographer before the start of any work, sign a contract of engagement in accordance with Appendix 1 of this Letter of Understanding.

5. Minimum rate

5.1 Creation of the choreography

The minimum rate for the creation of a choreography is three hundred and seventy-five dollars (\$ 375) for a choreography of under ten (10) seconds and five hundred dollars (\$ 500) for a choreography of over ten (10) seconds.

5.2 Hourly rate

The hourly rate of the choreographer for the audition and the callback audition, the selection of the actors, the production meeting, the fitting and the rehearsal:

In effect	Hourly rate
From April 1, 2024	\$ 100
From April 1, 2025	\$ 103
From April 1, 2026	\$ 104
With a minimum performance call of three (3) hours	

5.3 Day of recording

For each shooting day, the choreographer is paid at the minimum:

In effect	Rate	IH
From April 1, 2024	\$ 800	8
From April 1, 2025	\$ 820	8
From April 1, 2026	\$ 832	8

6. Methods of payment

The fee for the creation of the choreography is payable twenty (20) days at the latest following the signing of the contract. Any other choreographer fee is paid at the latest twenty (20) days following the execution of the work.

7. Copyright and license

7.1 Copyright

All of the rights provided for in the *Copyright Act*.

7.2 The choreographer is the first copyright holder on the choreography.

7.3 The choreographer guarantees to the producer that the choreography that they have created, or as the case may be, their adaptation of an existing choreography, is original and that it violates no intellectual property right of a third person.

7.4 Definition of License

Authorization granted to the producer by the choreographer for which the choreographer holds copyright, according to the terms and conditions of this Letter of Understanding and provided for in the *Copyright Act*.

7.5 License

In return for the perfect payment of the fee and any other sums provided for in the contract and insofar as the producer respects the conditions provided in this Letter of Understanding, the producer holds an irrevocable license to broadcast and public execution of the choreography as part of the commercial for which it was created, for perpetuity and for all the circuits. This license may be exclusive or non-exclusive, with or without territorial limits, according to the needs of the producer and the agreement made with the choreographer. Any other use shall be authorized by the choreographer and the license shall be negotiated by mutual agreement between the choreographer and the producer.

7.6 Termination

In the case of termination, the conditions of termination shall be negotiated by mutual agreement between the producer and the choreographer, with a copy sent to the UDA. In case of a dispute, the file will be discussed at the Joint Committee.

8. **Application of the UDA-APC Collective Agreement**

The provisions hereunder of the UDA-APC Collective Agreement apply to the contract between the choreographer and the producer concluded in virtue of this Letter of Understanding:

- Union rights (work permit and set visit);
- Health and safety at work, including harassment, by making adaptations necessary;
- Payment of the Caisse de sécurité des artistes (CSA);
- The grievance procedure;
- The final provisions.

APPENDIX 1: Contract of the choreographer

LETTER OF UNDERSTANDING N^o.3 Letter of understanding concerning the implementation of a Pilot Project for small-budget commercial production for digital media

PREAMBLE

WHEREAS the parties are bound by the Collective Agreement between the UDA and the APC for the production of commercials during the term from April 1, 2024 to March 31, 2027, (hereinafter the “UDA-APC Collective Agreement”);

WHEREAS the parties recognize the importance of providing for minimum rates accessible to small productions meant for digital media and wish to promote the production of commercials in accordance with the UDA-APC Collective Agreement;

WHEREAS in this context of small-budget commercial production, the parties wish to establish certain working conditions that are specific and different from those of the UDA-APC Collective Agreement;

WHEREAS the parties consider it important to be able to analyze reliable data related to the small-budget commercial production throughout the Pilot Project in order to determine their necessity and their viability over the long term, concerning the objectives stated below.

THE PARTIES AGREE AS FOLLOWS:

1. The preamble is part of this Agreement.
2. The UDA-APC Collective Agreement applies entirely to the production of commercials as part of the Pilot Project except for the particular provisions stated hereinafter that take precedence.
3. When a producer wishes to take advantage of the Pilot Project condition, they must satisfy the following conditions:
 - a. Notify the UDA (rt_commercials@uda.ca) and the APC (rt@a2c.quebec) by email at least five (5) days before the shoot (Appendix 2). This notice must mention the name of the agency, the name of the advertiser, the number of commercials and their versions, the product or service advertised and the number of artists for the shoot including voice-over, if such is the case;
 - b. Supply the UDA with a budget certified by the advertiser that establishes all of the costs for the production of the commercial(s). This budget shall include the production costs (director, technicians, performers-actors, post-production and audio-music). The total cost shall be eighty-five thousand dollars (\$ 85,000) or less.
4. During the casting period, the producer may not make any request to the performers-actors regarding previous contracts for the production of commercials for competitive products.

5. The producer shall have the artist sign an Engagement Contract (Appendix 1) before the shoot, specifying in the contract that it is a commercial produced as part of the Pilot Project. This contract must provide for the following:
 - a. The broadcast only on the digital media of a main commercial, and its three versions, excluding any television circuit;
 - b. The broadcast for a duration of one (1) year. A second (2nd) year of broadcast is permitted by signing a new Engagement Contract under the same conditions and rates as the Pilot Project. Any additional broadcast following these two (2) years must be the object of a new contract with the rates provided for in Table A or C of the UDA-APC Collective Agreement.
6. The producer may not in any case ask the artist for any exclusivity related to the product or service advertised.
7. During the shoot, the producer shall agree to the following:
 - a. One (1) sole day of shooting is permitted. Each additional day of shooting shall be payable according to the rates in Table D of the UDA-APC Collective Agreement;
 - b. No stunt shall be executed.
8. The producer pays service fees of one hundred and forty-five dollars (\$ 145) for the production of each commercial, governed by this Pilot Project, in accordance with Article 4-7.01 of the UDA-APC Collective Agreement.

Rates

9. The producer shall pay the rates in the following table according to the function of the artist for the production of each main commercial that includes three (3) versions. The total fee for the recording and the year of broadcast is payable twenty (20) days after the recording session, in accordance with Article 4-5.01 of the collective agreement. The producer may take advantage of the short-term discount, in accordance with Article 11-5.01 of the UDA-APC Collective Agreement on the broadcast rate only. The provisions in Article 12-3.02 (archiving) apply as well.

Function		Recording Rate	IH	Broadcast (1 ad + 3 versions)	
				Broadcast 1 year	1 year total, payable at recording
Principal performer	From April 1, 2024	\$ 697	8	\$ 324	\$ 1,021
	From April 1, 2025	\$ 714	8	\$ 332	\$ 1,047
	From April 1, 2026	\$ 725	8	\$ 337	\$ 1,062
SOC performer	From April 1, 2024	\$ 482	8	\$ 241	\$ 723
	From April 1, 2025	\$ 494	8	\$ 247	\$ 741
	From April 1, 2026	\$ 501	8	\$ 251	\$ 752
VO/Sol/Duet	From April 1, 2024	\$ 482	4	\$ 241	\$ 723
	From April 1, 2025	\$ 494	4	\$ 247	\$ 741
	From April 1, 2026	\$ 501	4	\$ 251	\$ 752
Principal extra	From April 1, 2024	\$ 349	8	\$ 169	\$ 518
	From April 1, 2025	\$ 358	8	\$ 173	\$ 531
	From April 1, 2026	\$ 363	8	\$ 176	\$ 539
Group singer	From April 1, 2024	\$ 349	4	\$ 169	\$ 518
	From April 1, 2025	\$ 358	4	\$ 173	\$ 531
	From April 1, 2026	\$ 363	4	\$ 176	\$ 539
Demonstrator	From April 1, 2024	\$ 384	8	YR*	\$ 384
	From April 1, 2025	\$ 394	8	YR*	\$ 394
	From April 1, 2026	\$ 400	8	YR*	\$ 400
Extra	From April 1, 2024	\$ 200	8	YR*	\$ 200
	From April 1, 2025	\$ 205	8	TR*	\$ 205
	From April 1, 2026	\$ 208	8	YR*	\$ 208

*Yearly rate

Function		Rate		
		Hour included 8 (4)	Overtime hour 25 %	Additional overtime hour 50 %
Principal performer	From April 1, 2024	\$ 87	\$ 109	\$ 131
	From April 1, 2025	\$ 89	\$ 112	\$ 134
	From April 1, 2026	\$ 91	\$ 113	\$ 136
SOC performer	From April 1, 2024	\$ 60	\$ 75	\$ 90
	From April 1, 2025	\$ 62	\$ 77	\$ 93
	From April 1, 2026	\$ 63	\$ 78	\$ 94
VO/Soloist/Duettist	From April 1, 2024	\$ 61 (\$ 118)	\$ 76 (\$ 148)	\$ 92 (\$ 177)
	From April 1, 2025	\$ 63 (\$ 121)	\$ 78 (\$ 151)	\$ 94 (\$ 181)
	From April 1, 2026	\$ 63 (\$ 123)	\$ 79 (\$ 153)	\$ 95 (\$ 184)
Principal extra	From April 1, 2024	\$ 44	\$ 55	\$ 66
	From April 1, 2025	\$ 45	\$ 56	\$ 68
	From April 1, 2026	\$ 46	\$ 57	\$ 69
Groupe singer	From April 1, 2024	\$ 85	\$ 106	\$ 128
	From April 1, 2025	\$ 87	\$ 109	\$ 131
	From April 1, 2026	\$ 88	\$ 111	\$ 133
Demonstrator	From April 1, 2024	\$ 48	\$ 60	\$ 72
	From April 1, 2025	\$ 49	\$ 62	\$ 74
	From April 1, 2026	\$ 50	\$ 62	\$ 75
Extra	From April 1, 2024	\$ 34	\$ 43	\$ 51
	From April 1, 2025	\$ 35	\$ 44	\$ 52
	From April 1, 2026	\$ 35	\$ 44	\$ 53

10. In order to analyze the production data related to the Pilot Project, the parties agree to create a Bipartisan Committee composed of a maximum of two (2) persons per party that shall meet two (2) times per year to evaluate the data hereunder. In this regard, the parties shall collaborate in order to collect a maximum of information, notably regarding their respective members and in the documentation of the productions.

More specifically, the Committee agrees to evaluate and extract the data related to the Pilot Project two (2) times per year. This data concerns the following information:

- Number of commercials;
- Types of advertisers;
- Number of artists and number of contracts;
- Total fees and total service fees.

11. The duration of this Letter of Understanding is the same as that of the collective agreement, from April 1, 2024 to March 31, 2027. Starting March 31, 2027, the parties shall have one (1) year to carry out the final analysis of the data on the productions related to the Pilot Project, decide if they shall renew or not and negotiate the new conditions and rates, if applicable. Failing such agreement between the parties, the Pilot Project shall become obsolete on March 31, 2028.

APPENDIX 1: Contract – Pilot project for small-budget

APPENDIX 2: Notice of activity – Pilot Project for small-budget

LETTER OF UNDERSTANDING N^o.4 Letter of understanding concerning the implementation of a Joint Committee on self-tape auditions

PREAMBLE

WHEREAS the parties have negotiated new provisions on auditions and more specifically “self-tape” auditions in order to better frame this practice that has become more common since the pandemic (see Article 6-1.04 of the Collective Agreement);

WHEREAS the parties raised, during the negotiation of the Collective Agreement, the advantages and disadvantages of proceeding with “self-tapes”;

WHEREAS in this context, the parties wish to analyze in greater depth this new reality and agree on the necessity of documenting the parties’ challenges in order to optimize and better frame, if applicable, the practice of “self-tapes”.

THE PARTIES AGREE AS FOLLOWS:

1. The parties agree to form a Joint Working Committee (hereinafter the “Committee”) responsible for:
 - a) Documenting the challenges of the artists and producers;
 - b) Evaluating if this alternative (the in-person or video audition) requires better regulation and recommending the modifications necessary for the Collective Agreement, as the case may be.
2. The Committee is constituted of two (2) representatives of the APC and two (2) representatives of the UDA. It is agreed that the number of representatives of each of the parties can be increased to an equal number of representatives with the agreement of the two (2) parties.
3. The Committee shall first meet within three (3) months of the entry into effect of this Letter of Understanding. The Committee shall establish their meeting calendar according to their needs.
4. This Letter of Understanding enters into effect at the same time as the Collective Agreement.

LETTER OF UNDERSTANDING NO.5 Letter of understanding concerning the production of commercials for the account of a local or regional advertiser between the UDA and an A2C member agency

The producer who wishes to take advantage of the provisions of the UDA-TVA Collective Agreement⁸ in order to produce a commercial, for the account of an advertiser who qualifies as a regional or local advertiser in the sense of this agreement, shall communicate with the UDA commercial sector in order to proceed to the signing of the following document, for each production.

Once the document is signed, the UDA submits the contract to the producer in electronic format as well as the applicable form.

PREAMBLE

WHEREAS [NAME OF THE AGENCY] (hereinafter the “Producer”) is a member of the A2C and bound by the Collective Agreement between the UDA and the APC for the production during the term between April 1, 2024 and March 31, 2027, (hereinafter the “UDA-APC Collective Agreement”);

WHEREAS the Producer recognizes the existence of a Collective Agreement for commercials between the UDA and Le Groupe TVA inc. and TVA Ventes & Marketing inc. in effect from February 1, 2016 to January 30, 2018 (hereinafter the “UDA-TVA Collective Agreement”);

WHEREAS the UDA-TVA Collective Agreement targets as a priority commercials promoting local or regional small or medium-sized retail businesses who have their branches in Quebec in the sense of the UDA-TVA Collective Agreement;

WHEREAS the Producer wishes to produce the commercials for the accounts of regional or local clients by applying the UDA-TVA Collective Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. The preamble is part of this Agreement.
2. For the production (XXX), the Producer may produce the commercial(s) for the account of a local or regional advertiser, as defined in the UDA-TVA Collective Agreement, and by respecting any provisions concerning of the UDA-TVA Collective Agreement, which shall apply entirely except for certain specific provisions set out in this Letter of Understanding.
3. The definition of “National Advertiser” contained in the UDA-TVA Agreement is modified and reads as follows: “Advertiser that does not qualify as a local advertiser nor a regional advertiser in the sense of the UDA-TVA Agreement.

⁸ <https://site.uda.ca/media/groupe-tva-commercials-publicitaires-locale-regionale-et-web-agreement-collective>

4. Articles 2-1.04 and 2-1.05 as well as section 2-3.00 of the UDA-TVA Collective Agreement do not apply.
5. With regard to the work permit, the producer deducts the artist fee from the cost of the permit in accordance with the conditions in clause 3-1.00 of the UDA-APC Collective Agreement. However, the cost of the permit is instead fifteen dollars (\$ 15) for categories E, F and G (local only regarding category E).
6. If the UDA-TVA Collective Agreement is the object of a renewal (hereinafter the “Renewed UDA-TVA Collective Agreement”), the UDA shall advise the APC and the Producer in writing within thirty (30) days and send them a copy within this same timeframe. From the 31st day following the reception by the Producer and the APC of the Renewed UDA-TVA Collective Agreement, and for the application of this Letter of Understanding, the provisions of the Renewed UDA-TVA Collective Agreement shall replace those of the UDA-TVA Collective Agreement and the Producer herein agrees to comply with it, unless the UDA, the APC and the Producer have agreed otherwise.
7. Any use of a commercial produced in virtue of this Letter of Understanding remains subject to this Letter of Understanding and the UDA-TVA Collective Agreement. The Producer remains responsible unless previously having sent to the UDA, an assignment of rights in good and due form between the Producer and the advertiser in accordance with Appendix K by making the adaptations necessary.
8. When the Producer applies the UDA-TVA Collective Agreement in accordance with the conditions of this Letter of Understanding for the production of a commercial, it follows when no provision of the UDA-APC Agreement shall be applicable, with the exception of:
 - The clause regarding hiring priority in Article 3-1.05;
 - The grievance procedure provided for in the UDA-APC Collective Agreement;
 - Service fees provided for in Chapter 4-7.00 of the UDA-APC Collective Agreement.
 - The provisions related to health and safety, including harassment, by making the adaptations necessary.

IN WITNESS WHEREOF, the parties have signed in _____ on date of _____

FOR

UNION DES ARTISTES

[NAME OF THE AGENCY]

Tania Kontoyanni
President

[Name and title of the agency's authorized
representative]

Eloi Archambaudoin
General Secretary

LETTER OF UNDERSTANDING NO.6 Simplification of the administrative process

PREAMBLE

WHEREAS the Parties have concluded a new Collective Agreement for the production of commercials, which term is from April 1, 2024 to March 31, 2027, (hereinafter the “Collective Agreement”);

WHEREAS the Parties have agreed to develop and sign a Letter of Understanding in the three (3) months following the signing of the Collective Agreement setting out a calendar detailing the tasks, responsibilities and deliverables of each of the parties, with the goal of simplification of the administrative processes to the benefit of the two (2) Parties. This easing includes three (3) elements:

- 1) the simplification of documentation and information sent by the producers in virtue of Section 4-5.00, notably;
- 2) the direct payment to the artists within eighteen (18) months of the signing of the Collective Agreement;
- 3) the reduction of the timeframe to file a grievance in order to go from six (6) to three (3) months;

WHEREAS within eighteen (18) months following the signing of the Collective Agreement, the Parties agree to incite the producers to adopt direct payment to the artists and facilitate its implementation;

WHEREAS the Parties have agreed to maintain the grievance timeframe at six (6) months until the administrative component is settled, that is to say until Points 1 and 2 of this Letter of Understanding are realized. Afterward, the maximum timeframe to file a grievance will be three (3) months.

THE PARTIES AGREE AS FOLLOWS:

1. The preamble is an integral part of this Agreement.
2. The Parties shall form a working committee with the mandate of bringing to term the three (3) objectives enumerated in the Preamble and execute the tasks described in the preliminary schedule hereunder. It shall meet according to the frequency required and determined by the committee.

3. The Parties agree to the following preliminary schedule:

Tasks	Responsible Party	Deadline
Constitution of the committee and kick-off meeting	APC and UDA	EIV ⁹ + one (1) month
Revision and simplification of the documentation and information before being sent to the UDA, including the content of the declaration of use form, when there will be a direct payment to artists	UDA Then discussion with APC	EIV + 3 months
Consideration of the document and information before being sent to the artists, when they will have direct payment to artists	UDA Then discussion with APC	EIV + 3 months
Analysis regarding the mode for sending the direct payment (cheque or electronic transfer). Liaison with third-party payment suppliers, the producers and the artists	APC Then discussion with UDA	EIV + 3 months
List the measures to implement (contractual (e.g. confidentiality agreement), technological and cybersecurity, administrative and accounting, etc.) Development of the detailed calendar implementation of direct payment	APC and UDA	EIV + 6 months
Implementation of the different steps and measures	APC and UDA	EIV + 15 months
Drafting of the text to modify in the Collective Agreement and the forms (notably Section 4-5.00). Translation and communication to the producers and artists	APC and UDA	EIV + 15 months
Negotiation of the administrative fees due to the UDA in case of direct non-payment by a producer	APC and UDA	Agreement on the amount: EIV+ 17 months. Start of the discussions on this question: EIV+ 3 months
Mandatory direct payment		EIV + 18 months

⁹ EIV: date of the collective agreement's entry into effect