

## **AGREEMENT**

**BETWEEN:**

**UNION DES ARTISTES**, a professional syndicate pursuant to the professional Syndicate Act, having its head office in the province of Quebec at 1290 Saint-Denis Street, Montreal, Quebec, H2X 3J7

Hereinafter <<UDA>>

**AND:**

**ACTRA PERFORMERS GUILD**, a professional association of artists having an office at 2239 Yonge Street, Toronto, Ontario M4S 2B5

Hereinafter <<ACTRA>>

Whereas UDA has filed an application for certification with the Canadian Artists and Producers Professional Relations Tribunal in accordance with the Status of the Artist Act, L.R.C. 1989, ch. S- 19.6 (the <<Act>>) such application appearing as Public Notice 1996-3;

Whereas ACTRA has filed an application for certification with the Canadian Artists and Producers Professional Relational Tribunal in accordance with the Status of the Artist Act, L.R.C. 1989, ch. S-19.6 (the <<Act>>) such application appearing as Public Notice 1996-2;

Whereas ACTRA is deemed to include, for the purposes of this agreement, ACTRA Performers Guild, the ACTRA Performers Guild Montreal Branch and the Alliance of Canadian Cinema, Television and Radio Artists;

Whereas UDA and ACTRA wish to clarify the scope of their respective federal negotiating sectors in the province of Quebec and the rest of Canada;

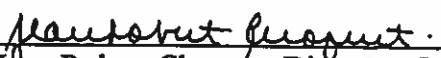
## **THE PARTIES AGREE THAT:**

- 1) All recorded productions or pick-ups done in the French language are under UDA's jurisdiction
- 2) All recorded productions or pick-ups done in the English language are under ACTRA's jurisdiction.
- 3) All recorded productions or pick-ups done in Quebec, in a language other than French or English are under UDA's jurisdiction, ACTRA's vested rights being reserved for all recorded productions or pick-ups done in a language other than French or English in its jurisdiction as of this date.
- 4) All recorded productions or pick-ups done in the rest of Canada, in a language other than French or English are under ACTRA's jurisdiction, UDA's vested rights being reserved for all recorded productions or pick-ups done in a language other than French or English in its jurisdiction as of this date.
- 5) Without limiting the preceding, and vested rights of both parties being reserved, with respect to the Canadian Broadcasting Corporation /Société Radio-Canada;
  - i) all recorded production or pick-ups in a language other than French or English produced or broadcast by the French network is UDA's jurisdiction.
  - ii) all recorded production or pick-ups in a language other than French or English produced or broadcast by the English network is ACTRA's jurisdiction
- 6) UDA and ACTRA recognize that nothing contained in this agreement limits the terms and conditions of the Reciprocal Agreement executed between the two parties on June 25th, 1975 and amended on August 24th, 1982, nor any other agreement that the two parties may conclude from time to time;
- 7) UDA and ACTRA will file the present Agreement with the Canadian Artists and Producers Professional Relations Tribunal, so that it be formally recorded by CAPPRT;
- 8) UDA and ACTRA will make all the necessary submissions before CAPPRT in order to give full effect to the present Agreement;

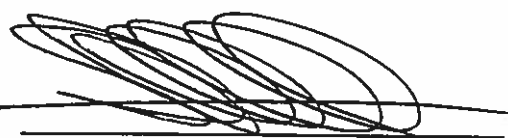
9) The parties agree that both English and French versions of this Agreement are official. Les parties acceptent que cette entente soit officielle tant en langue anglaise qu'en langue française;

10) The present Agreement relates only to fields of federal jurisdiction and may not be referred to as an admission, precedent or otherwise in fields of provincial jurisdiction.

SIGNED IN MONTREAL THIS 17<sup>th</sup> DAY OF MAY 1996

  
Jean-Robert Choquet, Directeur Général  
On behalf of:  
Union des Artistes

SIGNED IN TORONTO THIS      DAY OF MAY 1996

  
Stephen Waddell - National Executive Director  
On behalf of :  
ACTRA Performers Guild, ACTRA Performers  
Guild Montreal Branch, the Alliance of Canadian  
Cinema, Television and Radio Artists

