

708 75

AGREEMENT
ON THE DEFINITION OF THEIR RESPECTIVE JURISDICTION

Between: THE ASSOCIATION OF CANADIAN TELEVISION
AND RADIO ARTISTS

hereinafter referred to as "ACTRA"

- and - UNION DES ARTISTES

hereinafter referred to as "UdeA"

P R E A M B L E

The purpose of this Agreement is to define the respective jurisdiction of the parties and to set forth the terms of their policy of closer liaison, co-operation and mutual assistance in the fulfillment of their obligations to protect and promote the social, economic and professional interests of their respective memberships. In addition, both parties agree to seek to effect common action to strengthen all aspects of Canadian cultural activity, and more particularly regarding educational television, the Canadian Radio-Television Commission and in representations to various government departments and in international affairs through the International Federation of Actors.

OVERALL JURISDICTION

1. ACTRA declares its overall jurisdiction extends to all persons engaged and/or employed as artists, performers in the field of entertainment, and more specifically, radio and television broadcasting, phonograph recordings, motion picture productions and similar forms of entertainment, communication and/or transmission, whether live or recorded by any means whatsoever, including but not limited to any performance and/or work by means of mechanical, optical and/or electronic recording and/or transmission or by any other means and writers in any medium.

UdeA declares its overall jurisdiction extends to all performing artists who perform in the above-mentioned fields.

Jan 11/1975

ACTRA JURISDICTION

2. ACTRA will exercise complete and absolute jurisdiction in the fields of entertainment enumerated above produced in the English language and/or destined for an English speaking audience or market.

3. ACTRA gives notice that in accordance with the terms of a Reciprocal Agreement between ACTRA and Actors' Equity Association, Actors' Equity exercises jurisdiction over performers engaged in stage presentations at the time of the execution of this Agreement.

UdeA JURISDICTION

4. UdeA will exercise complete and absolute jurisdiction in the fields of entertainment enumerated above produced in the French language or destined for a French-speaking audience or market.

SUNDRY PRODUCTIONS

5. Productions in a language other than French or English (Italian, Ukrainian, etc.) as well as productions which cannot be classed according to language (dance, pantomime, etc.) come under either ACTRA jurisdiction or UdeA jurisdiction according to whether they are produced on stage, broadcast live or by any mechanical or electronic means, for a market or network, habitually devoted to productions of English expression or to productions of French expression.

In case of doubt as to whether a radio or television station is habitually devoted to productions of French or English language, the parties will be guided by the principal license issued to such station by the Canadian Radio-Television Commission.

DUAL JURISDICTION

6. In Radio and Television Broadcasting, the parties agree that where a station broadcasts in both the French and English languages, their jurisdiction will apply according to the language used in each broadcast.

7. The parties further agree that where dual jurisdiction is being exercised in any station, they will assist each other in their relations with the station management.

EXCHANGE OF INFORMATION

8. Both parties agree to co-operate in the exchange of information concerning collective agreements, markets and other pertinent matters.

JOINT JURISDICTION - RADIO AND TELEVISION

9. The parties agree that where a radio or television program is being produced for broadcast over stations or networks in both the French and English languages, they will exercise joint jurisdiction.

10. It is agreed that upon being informed that such a broadcast is being contemplated, the parties shall consult and agree as to the collective agreement which applies. If it is found that no existing collective agreement is appropriate, the parties shall jointly negotiate with the engager to establish rates and conditions for such broadcast, with due regard to existing collective agreements with the engager.

11. On such a broadcast of joint jurisdiction, it is agreed that the membership cards of either ACTRA or UdeA will be recognized as proper qualification. Non-members may be qualified to appear in such broadcasts by work permits issued by either party. French speaking performers will obtain such work permits from the appropriate UdeA office and similarly, English speaking performers will obtain such work permits from the appropriate ACTRA office.

12. The parties further agree that they will consult in order to designate stewards for such broadcasts.

JOINT JURISDICTION - MOTION PICTURES

13. The parties agree that where a motion picture is being produced in both the French and English languages, the parties shall meet to determine the manner in which jurisdiction is to be applied and to establish the procedures and conditions applicable to the production.

EXCHANGE OF MEMBERSHIP CARDS

14. Each of the parties agree that they will recognize the membership card of a member in good standing of the other party as proper qualification for an engagement in their jurisdiction to the extent of a total of three (3) work permits in each calendar year, in the various fields of entertainment enumerated in the overall jurisdiction clause under the following conditions:

- i) All Programs Except Television and Radio Commercials and Dubbing
 - a) Both parties agree that an applicant for a courtesy work permit who is suspended by either party shall not be issued such a courtesy work permit.

14. i) continued

- b) A member of ACTRA upon receiving notice of engagement in the jurisdiction of UdeA shall immediately make application for a courtesy work permit from the appropriate UdeA office. Such courtesy work permit will be for the duration of his engagement unconditionally granted without charge, provided the ACTRA member agrees to be bound by the terms and conditions of the Agreement existing between UdeA and his engager and such rules and regulations of UdeA as may apply.
- c) A member of UdeA upon receiving notice of an engagement in the jurisdiction of ACTRA shall immediately make application for a courtesy work permit at one of the branch offices of ACTRA. This courtesy work permit shall be unconditionally granted without charge, provided the UdeA member agrees for the duration of his engagement to be bound by the terms and conditions of the Agreement existing between ACTRA and his engager and such rules and regulations of ACTRA as may apply.
- d) After having obtained the three (3) courtesy work permits referred to above, the artist shall be required to abide by the rules and conditions of admission to membership of the union in whose jurisdiction he takes a new engagement.

ii) Commercials in Radio and Television and Dubbing

- a) The parties agree that in engagements related to the production of television and radio commercials and in dubbing, courtesy work permits will not be issued to members of either union working in the jurisdiction of the other union in such engagements.
- b) The parties agree to issue membership to the members of the other union when such members are engaged in television and radio commercials or in dubbing engagements. Membership will be issued on the following basis:
 - 1. ACTRA will issue membership to a UdeA member in good standing at the time of application in accordance with the Constitution and By-Laws of ACTRA.
 - 2. UdeA will issue membership to an ACTRA member having two (2) years membership standing in ACTRA and who is in good standing at the time of application in accordance with the Constitution of UdeA.

INSURANCE AND RETIREMENT PLAN CONTRIBUTIONS

15. The parties will send all contributions of the engagers and deductions from the performers for the Insurance and Retirement Plan to the union of which the artist is a member. The artist who is a member of both UdeA and ACTRA will decide of his own choice, the union Insurance and Retirement Plan in which he wishes his retirement and insurance benefits to accumulate.

NEW BRANCHES

16. The parties undertake to advise each other of any new branch which may be established by either party.

EXCHANGE OF SERVICES

17. The parties agree that they may mutually offer the services of their respective branches in a region where either one or the other party does not maintain an office. The financial arrangements for such services will be discussed as the need arises.

COLLECTIVE AGREEMENTS

18. The parties are aware that any difference in policy in their collective agreements can work to the advantage of the engagers and affect the welfare of their members. Consequently, it is agreed that close liaison and an exchange of information will be maintained on proposed collective agreements.

EFFECTS OF AGREEMENT

19. The parties agree to take all possible steps to amend their Constitution and By-Laws to give effect to the provisions of this Agreement.

JOINT COUNCIL

20. A Joint Council shall be established by the parties to this Agreement composed of six (6) members, three (3) members appointed by ACTRA and three (3) members appointed by UdeA. The Joint Council shall meet once each year to consider matters submitted for the consideration of the Council by either party. Meetings of the Council may be called by the National President of either party, the General Secretary of ACTRA or the Agent General of UdeA.

21. Both the French and English versions of this document are official, and only the English version may be cited against ACTRA and, similarly, only the French version may be cited against UdeA.

22. This Agreement shall come into effect on January 1, 1975 and remain in full force and effect until December 31, 1976. It shall be extended automatically from year to year thereafter, unless one or the other party gives notice of termination within a period of ninety (90) days prior to the expiration date.

IN TESTIMONY WHEREAS, the parties signed in Montreal this 25 day of April, 1975

ASSOCIATION OF CANADIAN TELEVISION AND RADIO ARTISTS

UNION DES ARTISTES

[Signature]
[Signature]

[Signature]
[Signature]

SUPPLEMENT TO THE AGREEMENT ON THE
DEFINITION OF THEIR RESPECTIVE JURISDICTIONS

BETWEEN:

THE ASSOCIATION OF CANADIAN TELEVISION AND RADIO ARTISTS

Hereinafter referred to as "ACTRA"

- and -

UNION DES ARTISTES

Hereinafter referred to as "UdeA"

ARTICLE 1 - PURPOSE

- 101 The purpose of this Supplement to the Reciprocal Agreement between ACTRA and UdeA is to define and establish the procedures and conditions applicable to the production of motion pictures, where such motion pictures are being produced in both the French and English languages with the same on-camera performers. (Article 13 of the ACTRA/UdeA Reciprocal Agreement, "Joint Jurisdiction - Motion Pictures").
- 102 It is understood that this document is a Supplement to the Reciprocal Agreement between UdeA and ACTRA. Where this Supplement is silent, the terms of the ACTRA/UdeA Reciprocal Agreement dated June 25, 1975 (and as amended from time to time) will prevail.

ARTICLE 2 - APPLICATION

- 201 This Supplement is intended to apply to such motion pictures which are being produced in both the English and French languages and over which ACTRA and UdeA exercise joint jurisdiction. Without limiting the generality of the foregoing, joint jurisdiction over motion pictures is to be exercised in the case of productions where the same on-camera performers are required to provide lip movement which would have the effect of creating an additional language version of the motion picture. Such lip movement may involve various production techniques including, but not limited to, miming of dialogue; speaking dialogue to create a "guide track" for

post-synchronization purposes; speaking dialogue for the purposes of a final recording; or any combination of the foregoing.

- 202 When either ACTRA or UdeA becomes aware of the fact that a producer(s) intends to produce a motion picture as described in Article 201 above, ACTRA and UdeA agree to assign representatives to meet jointly with the producer(s) as soon as possible to discuss the production and clarify for the producer(s) the intent, application and conditions (defined herein) affecting such production.

ARTICLE 3 - MINIMUM FEES

- 301 In recognition of the additional language version which is being produced, the parties to this Supplement agree to require that a daily fee of no less than seventy-five percent (75%) of the combined total of the minimum daily fees provided in ACTRA's Independent Production Agreement for Performers and UdeA's "Convention Collective du Cinema et de l'Enregistrement" must be paid to performers (except extras). Hourly and/or overtime rates shall also be paid to performers at the rate of no less than seventy-five percent (75%) of the combined total of the minimum hourly and/or overtime rates provided in the ACTRA and UdeA Agreements.
- 302 In the case of minimum fees for extras, the ACTRA or UdeA rates, whichever are the greater, will apply.
- 303 The UdeA or ACTRA rates, whichever are the greater, will apply to expenses, such as per diem allowances or travel costs.
- 304 Under the terms of this Supplement, no discounted minimum weekly rates will be permitted to be applied.

ARTICLE 4 - DISTRIBUTION RIGHTS AND RESIDUAL FEES

- 401 The terms of both ACTRA's Independent Production Agreement for Performers and UdeA's "Convention Collective du Cinema et de l'Enregistrement" with respect to distribution rights and residual fees will apply to the use rights granted to a producer(s) of a motion picture. In calculating the total amount of residual fees which may be required to be paid to performers, no less than seventy-five percent (75%) of the combined total of residual fees required under both the ACTRA and UdeA Agreements shall be paid to performers with respect to the use rights required by the engager for the two language versions which are produced.

ARTICLE 5 - WORKING CONDITIONS

501 The more favourable working conditions (provided in either the ACTRA or UdeA Agreement) will apply. The representatives of UdeA and ACTRA will decide prior to the production which Agreement provides the more favourable working conditions for performers and will so advise the producer(s).

ARTICLE 6 - ADMINISTRATION

601 Work Permits.

- (a) Article 14 of the Reciprocal Agreement will apply to members in good standing of either UdeA or ACTRA.
- (b) Persons who are not members in good standing of either UdeA or ACTRA will be required to apply for a work permit from both UdeA and ACTRA.

602 Administration (Stewarding) Fees. In recognition of the joint administration required, producer(s) will be required to remit to UdeA and ACTRA separately the total amount of administration (stewarding) fees required to be paid under their respective collective agreements.

603 Insurance and Retirement Plan Contributions.

- (a) Article 15 of the Reciprocal Agreement will apply to members of UdeA and/or ACTRA.
- (b) Insurance and Retirement Plan contributions and deductions on behalf of persons who are not members of either UdeA or ACTRA will be remitted to either UdeA or ACTRA whichever association the non-member designates at the time of application for a work permit.

604 Performer Contracts. ACTRA and UdeA agree to design and employ a single contract format in both French and English for joint production in recognition of the joint application of their respective collective agreements. The contract will be executed between the producer(s) and the performer in sufficient counterpart originals to ensure that both UdeA and ACTRA are afforded copies for their records.

605 Stewards. The producer(s) will be required to permit accredited representatives of both UdeA and ACTRA access to the place where performers are working in a production.

ARTICLE 7 - NON-CANADIAN TALENT

701 Both UdeA and ACTRA agree that Canadian performers must be given the opportunity to play the leading and challenging roles in all areas of motion picture and television production. The engagement of non-Canadian performers must be considered as a special exception. ACTRA's Independent Production Agreement for Performers provides specific conditions under which non-Canadian performers may be engaged in production. Producers will be required to abide by such provisions.

ARTICLE 8 - NO POST-SYNC WITHOUT CONSENT

801 The producer(s) will not be allowed to re-voice a performer's on-camera performance without the consent of the on-camera performer.

ARTICLE 9 - WITHDRAWAL OF SERVICES

901 In conformity with the spirit and intent of the Preamble to the Reciprocal Agreement between Union des Artistes and the Association of Canadian Television and Radio Artists, it is agreed that in the event of an authorized withdrawal of services by one union from a producer who refuses or fails to abide by the terms and conditions of this Supplement to the said Agreement, the other union shall support the union withdrawing services in every possible manner. Further, that a producer falling under the terms of the Supplement to the said Agreement who seeks to pursue production on a project on which one party to the Agreement has directed a withdrawal of services by the use of members from the other union, the other union shall exercise the right of refusal to work on such production.

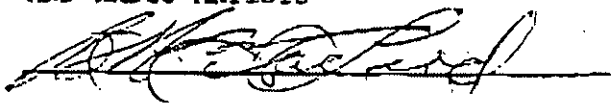
ARTICLE 10 - TERM

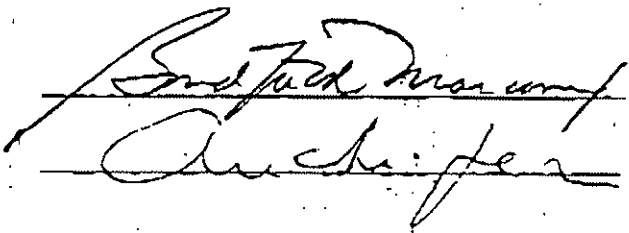
1001 It is agreed that this understanding effective on August 1, 1982 will remain in full force and effect as a Supplement to the UdeA/ACTRA Reciprocal Agreement dated June 25, 1975.

IN TESTIMONY WHEREAS, the parties signed in Montreal, this 21st day of August, 1982,

ASSOCIATION OF CANADIAN TELEVISION AND RADIO ARTISTS

UNION DES ARTISTES





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 ~~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 /Soci t  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 17th DAY OF MAY 1996

Jean-Robert Choquet
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