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TELEVISION WRITERS

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TELEVISION WRITERS

AGREEMENT

Between

THE CANADIAN BROADCASTING CORPORATION

and

THE ALLIANCE OF CANADIAN CINEMA, TELEVISION
AND RADIO ARTISTS
(WRITERS GUILD)

EXPIRES JULY 31, 1988

ARTICLE A1

UNION SECURITY

- A101** The Corporation recognizes the Alliance of Canadian Cinema, Television and Radio Artists **as** the exclusive collective bargaining agent **for** all writers engaged by the Corporation in connection with the preparation and production of all its programs in the English language **or** programs destined for an English-speaking audience.
- A102** While this Agreement shall apply to all writers **as** defined herein, nothing in this Agreement shall be considered as ~~preventing~~ the Corporation from freely obtaining the services of **a** writer who may not be a member of ACTRA, provided that all the rates, terms and conditions of this Agreement shall apply to such a non-member writer.
- A103** This Agreement does not include:
- a) **A** person employed **on** a full-time basis by the Corporation whose regular duties and functions include writing, except that this exclusion shall not apply to such a person when that person writes a drama; **a** drama-documentary; **a** dramatization; an adaptation; **a** book show: a libretto.
 - b) **A** commentator who is not **a** member appearing on a regular ~~or~~ special television newscast ~~or~~ television program or program segment dealing exclusively with the discussion of the current news ~~or~~ with matters of current public concern.
 - c) **A** commentator who is not a member speaking or ~~commentating~~ with special knowledge of a particular topic by reason of training or ~~experience~~, except that this exclusion shall not apply to any commentator after four **(4)** engagements in any twelve (12) month period.
 - d) **A** person who is not a member and who is a recognized specialist who writes a non-dramatic script, the contents of which relate to that person's own special field, except that this exclusion shall not apply to any specialist after writing four **(4)** such scripts in any twelve (12) month period.

e) Any writer working within the jurisdiction of another bargaining agent which has an agreement with the Corporation.

A104 The Corporation agrees to protect the jurisdiction of writers under this Agreement by not giving any other union, association or collective bargaining agent jurisdiction over writers covered by this Agreement.

A105 In the case of any writer who is a non-member of ACTRA (except persons excluded under the provisions of Clause A103 above), the Corporation agrees to deduct five percent (5%) of the writer's gross fees, and the Corporation agrees to remit these sums to ACTRA on a monthly basis. A writer shall be considered a non-member of ACTRA for two (2) engagements (except commentators). On a third engagement, (fifth for commentators) a writer shall apply for membership in ACTRA in accordance with the Constitution of ACTRA. In the event a writer cannot, for reasons of conscience, become a member of ACTRA, such writer shall declare the intention in writing addressed to the Corporation and ACTRA, and in such instances, the writer concerned shall pay a non-member writer fee of five percent (5%) of the writer's gross fee to ACTRA for each engagement, and the Corporation agrees to deduct this sum from the writer's gross fees and to remit these sums to ACTRA on a monthly basis.

A106 This Agreement sets forth minimum rates and working conditions. However, nothing in this Agreement shall be deemed to prevent the writer from obtaining more favourable rates or conditions than those provided herein. A writer engaged at rates or on terms or conditions in excess of or more favourable than the minima provided herein shall continue to have the benefit and protection of all the provisions of this Agreement.

A107 A person, except as in Clause A103 above, who is employed to serve in some other capacity in addition to that of writer, either by contract or as a staff employee, shall receive not less than the minimum applicable rates for writing services and shall be subject to all terms and conditions of this Agreement.

- A108** The Corporation will forward to ACTRA once each month a list of all writing engagements that fall under the terms of this Agreement. The following information shall be included:
- a) name and address of writer;
 - b) nature and type of engagement (i.e. whether radio, **TV**, film, drama, variety, documentary, etc.);
 - c) rate - whether minimum or above minimum;
 - d) program length
- A109** Upon the written request from the General Secretary of ACTRA, the Corporation will verify any individual case to confirm in writing that the writer is being treated in accordance with the terms and conditions of the Collective Agreement.
- A110** When the CBC plans to broadcast a stage or concert production not covered by this Agreement, the CBC shall negotiate a mutually agreeable fee with the writer(s) who hold(s) the copyright on the performed material.
- The contributions outlined in Clauses A3201 and A3202 will be applicable to this negotiated fee.
- Further use provisions will be negotiated with the writer outside of this Agreement.
- A111** A foreign writer contracted by the Corporation shall be governed by the terms and conditions of **this** Agreement and by the terms and conditions of any reciprocal agreement between ACTRA and unions representing writers in the country concerned.
- A112** The Corporation **agrees** that, **as** a matter of policy and practice, it normally engages Canadian writers. This is in keeping with the Corporation's mandate "to use predominantly Canadian creative and other resources."

ARTICLE A2

DEFINITIONS

- A201 **ADAPTATION:** Written material based on a work already in dramatic form, but specifically rewritten in a form suitable for production on television, with the proviso that an adaptation by a writer of the writer's own work be classed **as** an original script.
- A202 **AGENT:** A person authorized by a writer to represent the writer and act on the writer's behalf.
- A203 **BOOK/LIBRETTO:** A book **or!** story line written for a musical work **or** an opera.
- A204 **BOOKING:** In the case of a commentary or documentary of twenty (20) minutes **or** less, booking shall mean notification and acceptance by a writer of an engagement.
- A205 **BROADCAST:** A broadcast means the transmission of a program, either **live** **or** by means of a recording.
- A206 **COMMENTATOR:** means a person speaking or commenting on a topic extemporaneously **or** from notes **or** from a text prepared by the commentator but does **not** include a commentator describing actuality events.
- A207 **CONTINUITY:** **Material** written to link program elements which **are** not written by the writer.
- A208 **CONTRACT FEE:** The fee specified in a contract executed between the Corporation and a writer.
- A209 **CONVENTIONAL TELEVISION:** shall mean "**free**" television and shall not include any form of distribution by cable, satellite, pay TV **or** any distribution in which any form of subscriber **or** extra fee is paid.
- A210 **DATE OF PRODUCTION:** The date **or** dates on which the production of **a** script takes place.

- A211 DOCUMENTARY PROGRAM: means an information program that is not designed to be purely entertainment, and which may include dramatized or variety portions, but must include a major proportion of non-dramatized or non-variety material.
- A212 DOUBLE EXPOSURE: Broadcast of a production during daytime hours (from sign-on to 1800 hours) on a Corporation owned or affiliated station where it has been broadcast during evening hours within the previous thirty (30) days.
- A213 DRAFT SCRIPT: Written material devised and developed into script form, **or** into a form considerably more developed than that defined **as** an outline, but not yet sufficiently developed to be defined as a completed script.
- A214 DRAMATIZATION: Written material devised and developed into play form from work(s) not already in dramatic form, with the proviso that a dramatization by a writer of the writer's own literary work be classed as an original script.
- A215 EDITING (TEXT): To edit is to delete portions of a text without rewriting or major transpositions.
- A216 EPISODIC SERIES: A series of programs, each complete in itself, held together by the same title or identifying device, common to **all** the programs in the series, **plus** main characters common to many of all the programs.
- A217 FILLER: means an individual item, not **to be part of a longer** program, used before or after a program. Variety of drama items shall not be contracted as fillers.
- A218 INFORMATION PROGRAMS: **Programs** dealing with current affairs, arts, music, sports, including commentary, documentary (but not drama-documentary) and magazine programs (as defined herein).
- A219 LICENCE TO PERFORM: A written instrument by which the owner of a performing right in a **work** conveys the whole or part to the Corporation, which shall form an integral part of any contract and may be embodied therein.

- A220 MAGAZINE PROGRAM: A program composed of segments such as, but not limited to, talk items, commentaries, interviews, poetry items, drama items, musical segments, panel discussions, documentaries, with all such segments integrated by a host and/or identifying device.
- A221 NATIONAL COVERAGE FOR TELEVISION PROGRAMS: One (1) broadcast over each Corporation owned or affiliated station.
- A222 NON-BROADCAST USE: Distribution of a program or program segment which does not include:
- a) distribution in cinemas or theatres where admission is charged or money collected; or
 - b) distribution by electronic means over distance; or
 - c) any retail sale to the general public by cassettes, discs, tapes, or any other compact device; or
 - d) exhibition or use of programs or program segments by, but not limited to, any commercial carrier, such as airlines, trains, ships and buses (i.e. "in-flight").
- A223 ONE-TIME SHOW: A program intended for broadcast as an entity and not as a program in a unit series, episodic series or serial, as defined herein. If a program otherwise qualifies as a one-time show, the status of such program as a one-time show shall not be affected by its division into not more than three (3) parts for broadcast during non-contiguous time periods.
- A224 OUTLINE: Material submitted in a mutually agreed form, embodying an idea or ideas for a program or a program series, with suggestions for the development of the idea/ideas into a script(s).

- A225** PAY TELEVISION: shall mean the exhibition of programs on a home-type television screen by means of telecast, cable, closed circuit or any other form of distribution requiring that the audience pay to receive such program. Such payment may be in the form of (i) a separate payment for each program; (ii) a payment to receive one or more special channels which shall be in addition to the regular cable TV subscription fee. Exhibition in theatres or comparable places is theatrical exhibition and shall not be considered pay television.
- A226** PILOT SCRIPT: A script which leads to a further script or scripts using the same concept and/or characters.
- A227** PRODUCER: The individual or individuals designated by the Corporation to be responsible for the artistic/editorial direction of the program and the co-ordination of the work of the other personnel involved in the program.
- A228** PROGRAM: A program is a produced entity for broadcast, either live or by means of a recording by any means whatsoever, for presentation over facilities of the Corporation or its affiliated stations.
- A229** REPEAT BROADCAST: A broadcast of a production on a Corporation owned or affiliated station on which it has been previously broadcast.
- A230** RESEARCH :
- a) Script Researcher: The collecting and supplying of material as is necessary to the writing of scripts.
 - b) Researcher: The collecting and supplying of material for information programs, providing ideas for **programs**, suggesting guests, lining up guests or interviewees, pre-interview discussion, preparing background notes and questions for on-air personnel, and selection of music/effects.
- A231** SCRIPT: For the purposes of this Agreement shall mean --
- a) Written material being the original work of a writer in a form suitable **for** use in the production of a program.
 - b) Material in a non-written form suitable for use in the production of a program.

- A232 SCRIPT OR STORY EDITOR: A person employed or engaged by the Corporation whose duties include reading and reporting on scripts and consultation with writers.
- A233 SERIAL: A series of programs in which, generally, the same characters carry on a continuing narrative.
- A234 TALK INSERT: A written talk or commentary to be delivered by another person forming part of a larger program.
- A235 UNIT SERIES: A series of programs, each complete in itself, held together by the same title, identifying device, or a personality (as distinguished from a character) common to all the programs in the series. If a series of programs otherwise qualifies as a Unit Series, the status of such series or any program contained therein shall not be affected by the division of one or more programs in such series into no more than three parts for broadcast during non-contiguous time periods.
- A236 VARIETY: A program that consists of songs, music, dances, sketches, vignettes, blackouts, and similar material, ordinarily as a mixture of some or all of such elements.

FOP the purposes of this Agreement:

Variety - Type 1 shall mean a program where eighty-five percent (85%) or more of the allotted program time is composed of original variety writing.

Variety - Type 2 shall mean a program where from fifty percent (50%) to eighty-four percent (84%) of the allotted program time is composed of original variety writing.

Variety - Type 3 shall mean a program where less than fifty percent (50%) of the allotted program time is composed of original variety writing.

Headwriter (Variety) shall mean a writer who, in addition to supplying variety material, supervises **all** written material for a program, including rewriting of material **as** is necessary, and is responsible to the producer for the finished script.

Show Writer (Variety) shall mean a person who is engaged to work **on** a specific number of complete programs, either in one (1) show or in a **series**.

Contributing Writer (Variety) shall mean a person who sells or is engaged to provide to a program unified or specific units of variety writing, such as comedy sketches, production numbers, vignettes, songs, blackouts, and similar material.

A237 WRITER: For the purposes of this Agreement shall mean --

- a) A person who writes a script, outline, draft or continuity **as** defined herein, or provides ideas, formats, run-downs, outlines, editorial or related services;
- b) A person who prepares material in a non-written form in **any** category of work covered by this Agreement.

ARTICLE A3

GRIEVANCE PROCEDURE

A301 The Corporation agrees that writers exercising their rights under the provisions of this Article do so without prejudice to their relationship with **the** Corporation or its agents.

A302 A complaint of a minor nature may be discussed and settled at the time of its occurrence between the representative of ACTRA and the representative of the Corporation. In the event that a satisfactory resolution of this minor complaint is arrived at, no further steps need be taken.

A303 Local Level: A grievance which arises out of, or in connection with the application or interpretation of this Agreement must be submitted in writing to the Officer-in-Charge of Talent Relations at the location of the representative of ACTRA at the location, as the case may be. The written grievance shall be delivered to the appropriate officer of the other party within thirty (30) calendar days of the occurrence giving rise to the grievance.

A written reply to the grievance shall be made within seven (7) calendar days of its receipt. A reply deemed unsatisfactory may be referred by the dissatisfied party to a Local Grievance Meeting within four (4) days of receipt of the reply. Minutes of such meetings shall be kept and read and signed by both parties at the close thereof. Where the local settlement of a grievance calls for payment or remedial action, instructions shall be given to make payment or take the required action as soon as the Minutes recording the grievance and settlement are signed.

No local settlement, however, shall have the weight of precedent until it has been reviewed and ratified by the parties at a National Grievance Meeting.

At Local Grievance Meetings, matters of common concern may be discussed and recorded in the Minutes of the meeting.

A304 National Level: In the event that the parties fail to arrive at an acceptable solution during the course of the Local Level procedure, the grievance shall be referred to the National Level by giving written notice to that effect to the Senior Corporate Talent Relations Officer, or to the General Secretary of ACTRA, as the case may be, within seven (7) calendar days of the Local Meeting.

The Committee at the National Level will consist of any person(s) designated by each party to represent the Corporation and ACTRA respectively for the purpose. The National Grievance Meeting will be held within thirty (30) days of receipt of such notice. Minutes of such meeting shall be kept, read and signed by both parties at the close thereof.

At National Grievance Meetings, matters of common concern may be discussed and recorded in the Minutes of the meeting.

- A305** Extension of Time Limits: The time limits of either the Local or National Level may be extended by mutual agreement between the parties.
- A306** Referral to Arbitration: In the event that the grievance is not settled at the National Level, either party may, within fourteen (14) **days**, take its grievance to arbitration upon notice by registered mail to the Senior Corporate Talent Relations Officer, or to the General Secretary of ACTRA, as the case may be.
- A307** Arbitrator: Grievances shall be submitted to arbitration to a mutually agreeable arbitrator.
- A308** The Arbitrator's Authority: **The** arbitrator shall hear and determine the grievance and shall issue a decision, and the decision shall **be** final and binding upon the parties and upon any writer affected by it. Such decision must be implemented forthwith after its receipt unless some other time **for** its implementation is provided in the award, There shall be no appeal from the **award**. The **arbitrator shall not have** the power to change, modify, extend or revise the provisions of this Agreement, or to **award** costs or damages against either party.
- A309** The expenses of the arbitrator shall be borne equally by the Corporation and ACTRA.

ARTICLE A4

SPECULATION

- A401** The Corporation and ACTRA agree that there shall be no speculative writing, nor shall either party condone it as a practice. As used herein, the term "speculative writing" has reference to any agreement entered into between the Corporation and any writer whereby the writer shall write material, payment for which is contingent upon the acceptance or approval of the Corporation, or whereby the writer shall, at the request of the Corporation, engage in rewriting or revising any material submitted under the terms of this Agreement, and compensation for the writer's services in connection with such material is contingent upon the acceptance or approval of the Corporation. In the event that the Corporation requests a writer to write and submit literary material other than a submission from a writer or person in any category excluded from this Agreement, such submission may not occur unless the Corporation first makes a commitment with the writer for the writing of at least an outline as defined in this Agreement.
- A402** It is understood in this connection that nothing in this Article shall limit the submission of original material or prevent the Corporation from discussing with any writer any ideas suggested by the writer, or by the Corporation, or discussing with any writer any ideas or any material suggested by the Corporation in **order** to determine the writer's thoughts and reactions with respect to any such idea or other material to determine the writer's suitability for **an assignment, provided,** however, that any such discussion relating to an assignment shall be subject to the provisions of this Agreement.
- A403** When material has been voluntarily submitted by a writer to the Corporation, and a discussion of the material has thereafter taken place between the parties, revision may be undertaken by the writer only upon contractual agreement with the Corporation.

A404 The writer agrees to retain a copy of any material submitted to the Corporation under Clause **A402** and releases the Corporation from any liability for the loss of such material.

ARTICLE A5

COPYRIGHT

A501 . It is understood and agreed that the writer's copyright shall remain vested with the writer unless contracted otherwise, and the parties disapprove in principle of the ~~surrender~~ of copyright in whole or in part by the writer and agree that all rights negotiated under this Agreement shall ordinarily be in the form of a licence from the writer to the Corporation.

A502 In the case of a script which is an adaptation or a dramatization of, or which includes any material that is the copyright of third parties, the Corporation has the responsibility of obtaining copyright clearance in respect of this copyright material.

A503 Where the writer's clear claim to copyright is established and identified on scripts or copies of scripts supplied by the writer to the Corporation, the Corporation shall not reproduce, in any manner whatsoever, such script or any portion thereof without also reproducing and attaching thereto such copyright identification. (See Appendix "J")

ARTICLE A6

CONTRACTS

- A601 It is agreed that no purely verbal agreement shall be binding, nor shall it constitute grounds for an investigation of a complaint by either of the parties concerned; therefore, it is a principle of this Agreement that both parties shall have the right to the protection afforded by a written contract and that such a contract shall be signed before the commencement of any work covered by this Agreement. **Where** time constraints make the completion of a contract impractical before the commencement of work, the Corporation and the writer, where practical, shall complete a "Contract Commitment Form" which shall include the name of the writer, the program, the service required, and the fee agreed on. In the case of a commentary, interview, **or** tape documentary of twenty **(20)** minutes or less, a booking may replace the Contract Commitment Form. The Contract Commitment Form **or** booking shall be followed by the contract, as required by Clause A607.
- A602 All contracts and Contract Commitment Forms shall be in the forms agreed on between the Corporation and ACTRA, as contained in Appendices "A", "B", "C", and "D" of this Agreement.
- A603** All contracts shall specify or include:
- a) ownership of basic rights in the material;
 - b) rights purchased, including any domestic rebroadcast and/or export options;
 - c) the amounts to be paid for the rights purchased;
 - d) time limits relating to the rights purchased;
 - e) the delivery dates for material agreed upon;
 - f) **credits;**
 - g) the rights of both parties with respect to editorial modification in the material; specifically, the terms of **A901** (drama) **or** **A902** (other than drama), **or** conditions more favourable to the writer, shall be included in all contracts.

h) either a licence to perform or an undertaking by the writer to grant the Corporation a licence to perform, where the contract relates to a complete script.

- A604** In the event a writer fails to meet a deadline specified in such writer's contract, the Corporation may, at its option, decline to deal further with the writer, being obliged to pay only for work already completed and delivered on time, and providing all copyright held by the writer in the work reverts to the writer.
- A605** Where a writer is contracted on a series or for any other reason for a period of no less than thirteen (13) weeks, the Corporation will inform the writer whether or not it intends to re-engage the writer no later than four (4) weeks before the expiry of the writer's contract.
- A606** When two (2) or more writers are involved in the writing of a script, each writer shall have an individual contract with the Corporation.
- A607** Within ten (10) working days after the Corporation and writer have agreed upon a fee, the Corporation shall offer the writer a contract, the terms and conditions of which shall not be in conflict with any part of this Agreement.
- A608** A copy of each contract engaging any writer within ACTRA's jurisdiction will be supplied to the local ACTRA office, it being understood that contracts are to be strictly confidential between the Corporation and the writer, and officers of ACTRA, and the information contained in these contracts is not to be released to any other party in any way.
- A609** A writer's contract fee shall be exclusive of all travel and travel-related expenses, talent fees, rights payments, or any other sums that are agreed to be required to prepare the program.

A610 Cancellation: A contract for more than four (4) consecutive programs/items/weeks may be cancelled by either party under the following conditions:

- a) if the contract is cancelled by the writer, four (4) programs'/items'/weeks' notice shall be given;
- b) if the contract is cancelled **by** the Corporation, it shall **pay a** sum **equal** to the contracted fee for four (4) programs/items/weeks;
- c) when any contract on which a discount has been taken is cancelled, all discounts shall be repaid on cancellation.

No contract of four (4) programs/items/weeks or **less** shall be cancellable.

This clause shall not be applicable to a contract for a drama, or drama series, which shall not be cancellable, except **as** otherwise provided in this Agreement. This clause shall **not** be applicable to a contract for a ~~Writer/Broadcaster~~ or ~~Researcher/Programmer~~ **for** the first thirteen (13) weeks of the contract, or the first thirteen (13) weeks of any renewal or extension of the contract.

ARTICLE A7

WARRANTY AND INDEMNITY

- A701 Every individual writer's contract shall be deemed to include a provision for the indemnification of the Corporation against any and all damages, costs and expenses, including legal fees, and for the relief of the Corporation from all liability in connection with any successful claim or action respecting infringement of copyright of a third party in the use of the literary material supplied by the writer, save where the provisions of Clause A704 hereof apply, and save where the writer's contract contains a provision excluding any express or implied warranty of originality of the literary material.
- A702 Notwithstanding anything to the contrary herein contained, the writer shall, in no event:
- a) be required by contract to waive the right to defend the writer against the claim by the Corporation for costs, damages, or losses arising out of settlements not consented to by the writer;
 - b) be required to warrant or indemnify with respect to any claim that the writer's material invaded the privacy of any person, unless the writer knowingly used the name or personality of such person, or should have known, in the exercise of reasonable prudence that such person would or might claim that such person's personality was used in such material;
 - c) be required to warrant or indemnify with respect to any material other than that furnished by the writer;
 - d) be required, except in the case of a breach by the writer of any express or implied warranty of originality as referred to in Clause A701, to indemnify to an amount that exceeds the writer's original contract fee if the writer has complied with the conditions in Clause 703 a), b) and c).

- A703** Subject to Clause A701, the Corporation shall indemnify the writer against any and all damages, costs and expenses, including legal fees, arising out of any claim, action or suit brought against the writer arising from the use by the Corporation of the literary material supplied by the writer, on condition that:
- a) the writer has complied with any reasonable request made by the Corporation, following the submission of the literary material under the **contract**, for such information as the Corporation may reasonably require in order to make an informed decision of the legal liability involved in utilizing the literary material;
 - b) the writer co-operates with the Corporation in the preparation by the Corporation of any defence prepared and made in any action brought against the Corporation resulting **from** the use by the Corporation of the literary material, and;
 - c) the writer co-operates with the Corporation in providing such documentation and information, upon which the literary material is based as may be requested by the Corporation in the course of any action **referred** to in sub-paragraph b) hereof.
- A704** The Corporation shall indemnify the writer against any and all damages, costs and expenses, including legal fees, and shall relieve the writer of all liability in connection with any claim or action respecting material supplied to the **writer** by the Corporation for incorporation in the writer's work.
- A705** The Corporation and the writer, upon presentation of any claim to either of them or the institution of any action naming either or both of them **as** defendants, shall, if such claim or action relates to matters covered by a warranty or indemnity either herein or in any individual contract between the Corporation and the writer, promptly notify the other of the presentation of any such claim or the institution of any such action, giving the other party full details thereof. However, the pendency of any such claim or action shall not relieve the Corporation of its obligation to pay the writer any monies due the writer with respect to material contributed by the writer.

A706 When a *Writer* is required by the Corporation to attend examinations for discovery, hearings or court actions, the *Writer* will be entitled to the provisions outlined in Article **A28 - Transportation, Travelling and On-Location Expenses.**

ARTICLE A8

CREDITS

A801 On each program for which a writer furnishes material, the Corporation shall give visual credit, and **may**, if it elects, give audio credit **as** well, except where the **writer prefers** otherwise.

A802 Where the exigencies of time make credit herein provided impractical, failure to give such credit shall not be considered a breach of this Agreement,

A803 The producer will not share in writing credits with respect to modifications that the producer may have made in the script.

A804 On Information Programs, short items shall be individually credited in an appropriate manner.

Major items shall be credited as follows:

- a) "Created By ..." where the writer has developed an original idea and the series or program is produced by the Corporation or contracted by another writer.
- b) "Written By ..." where the program is written by the *writer*.
- c) "Prepared By ..." where the program is prepared by the writer,
- d) "Research By ..." where there **is** major research on **a program.**

- e) Where a writer performs more than one (1) of the above functions, the credits shall be combined.

On a daily program, writers shall be credited at least weekly.

On a weekly program, writers shall be credited for individual items.

A805 On All Dramatic Programs, including series and serials, credits shall be governed by the following additional provisions:

a) The Main Writing Credits shall be:

- i) "By ...," where a writer has written both the story **and** the teleplay, and when the credit follows the main title credit.
- ii) "Written By ...," where the writer has written both the story and teleplay and such credit appears elsewhere in the program.
- iii) "Teleplay By ...," where the writer has made a substantial written contribution to the writing of the **teleplay**.

The Subsidiary Writing Credits shall be:

- i) "Story By ...," where a writer contributes by providing the story on which the teleplay is substantially based.
 - ii) "Narration Written By ...," where the writer's contribution is in the **form** of narration.
- b) Should the Corporation wish to use a credit not listed above, it shall first consult with ACTRA and negotiate a mutually acceptable form of that credit.

c) Limitation on Number of Writers Credited

- i) The number of writers who may share a main writing credit shall not exceed two (2).
- ii) The number of writers who may be accorded subsidiary writing credits shall not exceed two (2).
- iii) In exceptional cases, the numbers permitted in i) and ii) **may** be increased by agreement between the Corporation and ACTRA.

d) Size and Position of Credits

- i) On all dramatic programs, the writer's credit shall directly follow the opening title of the program or episode. In addition to such opening credit, the writer shall receive the first "tail" credit on all dramatic **programs**.
- ii) A main writing credit shall not be smaller than that of the producer and/or director of the program, and shall not appear for a shorter time than that of the producer and/or director's credit.
- iii) A subsidiary writing credit shall be at least fifty percent (**50%**) the size of a main writing credit.
- iv) A main and a subsidiary writing credit may appear on the same title card, but no other written material may appear on that card.
- v) **Any** writing credit other than that provided in **A805 a) i)** shall appear on the program next to the **producer's** credit, provided that the producer's credit is next to that of the director; in **any** other case, the writer's credit shall be on the card next to that of the director?.

e) Credit in Advertising and Publicity

The Corporation will include the writer's credit:

- i) in all paid advertising related to the program issued by or under the Corporation's direct control where the director is accorded credit. Where applicable, such credit shall be the same size as that of the director.

ii) in all handouts, fact sheets, information folders and invitations related to the program issued by or under the direct control of the Corporation where the director is accorded credit, and the size of such credit (where applicable) shall be the same as that of the director.

f) Programs Where More Than One Writer is Credited

In the case of a program where more than one (1) writer is credited:

- i) The Corporation **agrees** to notify each **person** who has been engaged on that program and ACTRA of the credits awarded not later than fourteen **(14) days** after the first day of production of the program.
- ii) **Any** writer **engaged** shall **have** the right to object to the credits awarded not later than fourteen (14) days after the notice in i) **above**.
- iii) If no objections **are** received by the Corporation **or** ACTRA, the credits shall become final and binding on all parties,
- iv) If an objection is ~~received~~ received by the Corporation **or** ACTRA, ACTRA will attempt to settle the matter among the writers concerned and, failing that, will conduct a credit arbitration, and, within fourteen **(14)** days of receipt of notice of such objection being received by ACTRA, shall inform the Corporation of the credits to apply to the **program**. **Such** arbitrated credits shall be binding **on** all parties. If no decision is sent **by** ACTRA within the fourteen (14) day ~~period~~, the credits originally awarded by the Corporation shall be binding on all parties. The Corporation agrees to co-operate with ACTRA in any practical way in this process by supplying promptly copies of all materials relevant to the arbitration.
- v) In any case in which a director **or** a producer **or** an executive producer, **or** a script **or** story editor who is not the sole writer, claims **or** is accorded a writing credit, the Corporation shall notify ACTRA and an arbitration will be conducted as provided in iv) above.

- g) A writer accorded a credit may decline such credit but will nevertheless retain all such ~~writer's~~ rights in the program. Where ~~a writer~~ does decline a credit, ~~the writer~~ shall inform the Corporation and ACTRA of ~~a pen-name~~ that shall be substituted for the writer's own name on the program credits.
- h) If the work of one (1) ~~or~~ more of the writers who contributes to a program is not subject to this Agreement, then, in the event of an arbitration, ACTRA may take into account the provisions of any Agreement it may have with foreign associations of writers ~~for~~ the determination of credit in such circumstances.

ARTICLE A9

EDITORIAL MODIFICATIONS

A901

It is the intent of the Corporation, in the **case** of **drama** productions, to consult with the writer in the matter of editorial modifications and, to **this** end, the writer of a script shall be consulted in regard to any changes, modifications, additions, ~~or~~ deletions affecting meaning, intent, theme, characterization or plot development of the script and editorial changes of a major nature. **If** such changes are ~~required~~, the writer shall be asked to do this **work**. If the writer is unable to do so, the Corporation has the right, in accordance with the terms of Clause A1410, to contract another writer to adapt the original ~~writer's~~ work to the needs of the Corporation. ~~However~~, the Corporation reserves complete editorial freedom to make script changes necessitated by production needs. Script changes that affect the meaning, intent, theme, characterization or plot development shall not ordinarily be considered "changes necessitated by production needs."

- A902 For all scripts other than drama, the writer of a script shall be consulted in regard to changes, modifications, additions or deletions affecting meaning, intent, theme, characterization or plot development of the script and editorial changes of a major nature, unless the writer is not available. It is further agreed that, where possible, the writer shall be asked to do this work. However, the Corporation reserves complete editorial freedom to make script changes necessitated by production needs.
- A903 The writer may indicate in the script elective cuts for timing purposes.

ARTICLE A10

OBLIGATIONS OF THE CORPORATION

- A1001 Access to Studio: An accredited representative of ACTRA shall be admitted at any reasonable time to the place where a writer's program is in production, provided the permission of the producer is secured.
- A1002 Third Party Agreements: The Corporation may provide "Third Party Agreements" to any writer to facilitate payment of initiation fees and dues from fees to be paid the writer by the Corporation.
- A1003 Assignment of Fees: Payment shall be made directly to the writer unless written authorization has been received by the Corporation from the writer authorizing payment to a third party.
- A1004 Film Production: In the case of a film production, or film insert, the producer shall advise the writer, in writing where possible, of the time and place of the showing of both the rough cut and the fine cut, in order that the writer can attend if desired. In the case of tape production, the writer shall be given the opportunity to see the final edited version of the production prior to credits being added to the tape.
- A1005 Competence of Writer: The Corporation assumes the risk of the professional and artistic competence of the writer.

- A1006 Attendance at Rehearsals: The Corporation agrees that the writer has the right to attend all the work sessions at which production personnel are present in the production ~~of~~ a program based upon the script the writer has written, provided that the writer obtains permission from the producer. It is understood that such permission shall not be unreasonably withheld. The writer agrees not to discuss the script, rehearsal or production with anyone other than the producer.
- A1007 Promos: The Corporation shall be entitled to broadcast and/or publish ~~for~~ advertising and promotional purposes, extracts from a writer's script provided that the writer's name is associated with material so used, except when the length of the extract ~~for~~ broadcast purposes does not exceed one (1) minute. Such extracts shall never exceed two hundred and fifty (250) words for publication purposes, nor two (2) minutes for broadcasting purposes. If the writer has signed a contract for publication previous to the signing of the writer's contract with the Corporation, this provision may not be applicable.
- A1008 Independent Producer: In the event that the Corporation engages ~~or~~ commissions an independent producer to produce a program, and where no agreement exists between the independent producer and ACTRA, the Corporation shall, in any agreement with such producer, include a provision requiring such producer to become a signatory to this Agreement by means of a letter of Adherence, which shall then be an Agreement between such producer and ACTRA. ACTRA may require an independent producer to post an adequate cash bond ~~or~~ other negotiable security to be held in trust by ACTRA for the protection of its members.
- A1009 The Corporation shall pay all sums due to the writer(s) within fourteen (14) days of the due date as determined by the Agreement, and no payment shall be contingent upon the acceptance or approval by the Corporation of the writer's material.

- A1010 Late Payment Interest: In the event that ACTRA notifies the Corporation in writing that a payment of original fees is late, and if such payment is not made within seven (7) days following receipt of such notice, the writer concerned will be paid an additional two percent **(2%)** per month from date of notice. The parties to this Agreement agree that late payments are not an acceptable practice, and the Corporation agrees that every effort will be **made** to correct the situation where it continually **occurs**. It is agreed that ACTRA may, from time to time, request a joint committee at the location concerned. Such a committee will include senior CBC officers in authority. Such matters, if not resolved, may be **referred** to a national joint committee.
- A1011 When making any payment to a writer, the Corporation shall specify the program, the date of service or residual **use**.
- A1012 Stewarding Fee: In recognition of ACTRA's responsibility in administering the Agreement, the Corporation shall **share in** the costs of such stewarding by contributing one-third of one percent ($1/3$ of 1%) of **the total gross fees paid** under ACTRA's jurisdiction. Such payment shall be made monthly, on or before the fifteenth (15th) of the month following payment of such fees and shall be forwarded to the National Office of **ACTRA**.

ARTICLE A11

OBLIGATIONS OF ACTRA

ACTRA shall provide each major location with a coast-to-coast **list** of those members in good standing with their social insurance numbers where possible once each year.

ARTICLE A12

PROGRAM ELOPMENT

A1201 **FOP purposes** of **program** development prior to the contracting of scripts under Article A14 of this Agreement, the Corporation may contract a writer to provide professional services, such **as** consultation, the preparation of presentation material that may be embodied in program proposals, and the preparation of development outlines and development formats.

A1202 The minimum fees for program development consultation and professional service waiting shall be as follows:

a) Consultation

Daily	\$ 206.00
Weekly	830.00
Extra days	206.00

b) Professional Service Writing

Daily	\$ 272.00
Weekly	1,094.00
Extra days	272.00

- A1203**
- a) Payment to a writer of at least the minimum **fees** provided in Clause **A1202** above for consultation and professional service writing shall be regarded as compensation in full to the writer for such services and shall entitle the Corporation to the full use of the results of the writer's work in the medium concerned without additional payment.
 - b) Notwithstanding the provisions of Clause A1203 a) of this Article, it is understood and agreed that, where, in working on concepts or other materials in which another party or parties **hold** rights, a writer contributes new characters or other elements original to that writer, **such** writer shall **retain** copyright in such new characters or elements and shall be entitled to additional compensation **for** the use of such new characters and/or elements in the medium concerned in accordance with the provisions of Clause A1410 and/or A1411 as the case may be.

A1204 The following minimum fees shall apply when a writer is contracted to provide services in connection with the development of the writer's own original idea or concept or when a writer is invited by the Corporation to submit an original idea, concept, development outline or development format:

- a) Consultation **per** day \$ 206.00
- b) Development outline **for** a single program in all categories, **and** for a development format for a series or serial in variety where the individual programs are to be:
 - 30 minutes or less \$ 689.00
 - 60 minutes or less 1,383.00
 - 90 minutes or less 2,072.00
 - Over 90 minutes Negotiable

Renewal

1st six months: 100% of original contract fee.

2nd six months: 100% of original contract fee.

c) Development format for a series or **serial** (other than variety) where the individual programs are to be:

30 minutes or less	\$ 863.00
60 minutes or less	1,727.00
90 minutes or less	2,588.00
Over 90 minutes	Negotiable

While all rates for over 90 minutes are negotiable, such negotiated rates shall in no case be less than a pro rata minimum calculated on the length of the program and based on the 30-minute minimum rate in the relevant category.

Renewal

1st six months: 100% of original contract **fee**.

2nd six months: 100% of original contract fee.

A1205

Payment to a ~~writer~~ of at least the minimum fees **for** the development of the writer's own original idea or concept as set forth in Clause **A1204** above shall entitle the Corporation to an option to contract the writer to ~~prepare scripts exercisable~~ during one (1) year from the date of the contract. The Corporation may exercise its option ~~herein~~ by furnishing notice in writing to the ~~writer~~ and negotiating a contract in accordance with the provisions of Article A14 of this Agreement. The option may be extended for **two** (2) ~~periods~~ of **six** (6) months each upon written notice to the writer and payment of the ~~renewal~~ fee set forth in Clause **A1204** above. The ~~writer~~ shall be offered the ~~first~~ opportunity to write any ~~script(s)~~ based on a development outline ~~or~~ development format such writer has prepared.

- A1206 The writer shall hold **the** copyright in any material original to the writer and the licencing of any such copynright material for **use** shall be subject to the other provisions of this Agreement.
- A1207 The development of material beyond the development outline or development format stage shall be undertaken only when a contract has been issued under the provisions of Article A14 of this Agreement.
- A1208 No fees paid under the terms of this Article shall be applied against any contract fee(s) **for** the waiting and/or use of any script.
- A1209** The rates in this Article shall not be subject to any regional, local or frequency discount.

ARTICLE A13

APPRENTICE WRITERS

- A1301 Variety: A writer, **as** defined in the Agreement, may, if the writer wishes to acquire training in the field of variety writing, be attached to a CBC Production Unit as a "novice writer" for a period of thirteen (13) weeks and may then take part in editorial discussions, suggest ideas, submit material for consideration.

For these services, the novice will be paid at a special rate of:

Per week \$ 278.00

and this fee will convey to the Corporation the right to broadcast script material that the novice writer may have played **some** part in developing.

However, where such material shall be judged to constitute a completed script or blackout or sketch or any self-contained unit of a program and is used as submitted by the writer and without major editing by other persons, the Corporation agrees to pay the writer **at least** the applicable minimum rate in the category involved, in addition to the weekly rate.

The Corporation also agrees not to employ novice writers at a ratio greater than one (1) novice to each five (5) regular writers under contract to the particular production department.

A1302 Drama: Recognizing the right and obligation of the Corporation to encourage and develop new writers (especially in the area of drama), ACTRA agrees that in the case of a non-commissioned script which the Corporation considers to show a promising talent on the part of the author, but where that author is inexperienced in the art of dramatic writing, it will be possible for the Corporation to encourage that author, to teach the author, to develop the author's talent, by providing an editorial critique of the author's play, and/or by discussing the play with the author toward **the** same end, without commissioning. If, in such a case, the author wishes to re-submit a revised version of the script, the author may do **so**; and, upon such second submission, the provisions of Article A14 shall apply.

ARTICLE A14

CONDITIONS GOVERNING ENGAGEMENT

A1401 Whenever the Corporation wishes to engage a writer, a fee for the complete script or writing services shall be negotiated and a contract or Contract Commitment Form signed before the writer begins work.

A1402 **A script** may be contracted, written, and paid for, either a) **as** a whole, or b) in separate instalments **as** provided below in Clause A1403.

A1403 When the Corporation contracts a writer for a complete script by instalments, the contract fee shall be allocated to each instalment and paid **as** follows:

<u>Drama</u>	<u>Portion of the Contract Fee</u>
a) on signing of contract	8%
b) on delivery of outline	26%
c) on delivery of draft script	33%
d) on delivery of final script	33%

Variety

a) Individual Programs:

i) on signing of the contract	25%
ii) on delivery of the first draft	25%
iii) on delivery of the second draft	25%
iv) on production of the program or two (2) months from the date of delivery of the first draft, whichever is sooner	25%

b) Scripts for **programs** in a series may be paid **as** in **Drama**, above, or, where there is a contract for more than three (3) consecutive weekly variety **programs**, payments, to be made weekly, may be spread over the number of consecutive weekly programs contracted **for** plus one-third (1/3) of that number,

<u>Information Programs</u>	<u>Portion of the Contract Fee</u>
a) For all scripts other than documentary programs:	
i) on delivery of the outline	one-third (1/3)
ii) on delivery of the draft script	one-third (1/3)
iii) on delivery of the final script	one-third (1/3)

b) For all documentary programs:

- i) on delivery of the outline one-third (1/3)
- ii) on delivery of the videotape
or film and/or script one-third (1/3)
- iii) on delivery of final
material or script one-third (1/3)

Documentaries under eight (8) minutes shall be contracted at full fee.

The installment under which the writer is engaged must be stipulated in the individual contract.

<u>All Other Programs</u>	<u>Portion of the Contract Fee</u>
i) on delivery of the outline	one-third (1/3)
ii) on delivery of the draft script	one-third (1/3)
iii) on delivery of the final script	one-third (1/3)

A1404 The Corporation may terminate the process at the end of any **stage** outlined in **Clause A1403** in which case any copyright, unless otherwise contracted, held by the writer in the work shall **revert** to the writer.

A1405 Unless otherwise contracted, the Corporation shall notify the writer within **twenty-eight (28) days** from the receipt of any **step** whether or not it wants the writer to **proceed to the next step**. Should the Corporation not notify the writer within **twenty-eight (28) days**, the writer shall at once **proceed** to the next step.

- A1406 If the Corporation wants the writer to polish the final script, the Corporation shall notify the writer within twenty-one (21) calendar days of the delivery of the final script. Such polishing shall not involve any substantial change in the story **or** structure **or** the introduction of any major characters **or** elements not included in the script **up** to this point.
- If the Corporation has not requested a polish within twenty-one (21) calendar days, the Corporation shall be deemed to have accepted the final script.
- This clause shall not apply to commentaries.
- A1407 If the Corporation elects to buy written material at any stage beyond the outline, it will pay the appropriate percentages of the fee for each step up to and including the step contracted **for**.
- A1408 It is agreed that subsequent to the submission of a completed script, the Corporation may require further revisions **or** rewriting, **for** which a fee to be negotiated between the writer and the Corporation shall be paid.
- A1409 Time Limits: In the case of ideas which originate with a writer, the writer shall agree to make no other use of the ideas **or** material contained therein in the medium for which the script was written during the period of development **or** **for** a period of three (3) years after the date of the licence to perform or until after the broadcast, whichever **is** the sooner.
- A1410 If a script based **on** an outline, draft script, final script, or on material developed under the terms of Clauses A1203 b), A1204, and A1205 is subsequently commissioned from another writer, the original writer shall receive a royalty payment which shall be the subject of negotiation between the Corporation and the original writer, and a contract shall be executed between them **prior** to the commissioning of the writing of such script by another writer.

- A1411 Where a writer originates in an outline, story, draft script, final script, or in material developed under the terms of Clauses A1203 b), A1204 and A1205, an idea for a series or serial, or a character which subsequently appears on a continuing basis on a series or serial, the royalties and credits that the writer shall receive for any use made of such idea or character other than in scripts written by the writer shall be subject to individual negotiations between the writer and the Corporation prior to the commissioning of the writing of such scripts by other writers. However, such royalty fee shall be not less than fifteen percent (15%) of his original fee.
- A1412 When a script is unacceptable due to a change in Corporation policy, personnel or intent, one hundred percent (100%) of the total single broadcast fee shall be paid.
- A1413 Whenever an existing copyright work is used as a script for a program and any changes are made in the work, it shall be contracted for under the relevant provisions of this Agreement.

ARTICLE A15

NON-CONTRACTED SCRIPTS

- A1501 The Corporation shall acknowledge receipt of an unsolicited script within five (5) working days of receipt.
- A1502 The Corporation shall give the writer written notification of its acceptance or rejection of the unsolicited script within forty-five (45) days. However, at the request of the Corporation, the writer may agree in writing to a further period of ninety (90) days.

- A1503
- a) If the unsolicited script is rejected, notice of rejection shall be accompanied by the returned script.
 - b) If the unsolicited script is accepted as submitted, an offer to purchase shall be made.
 - c) Should the Corporation feel that the script might be acceptable after revision or rewriting, the contracting of such revisions or rewriting shall be governed by the provisions of Article A14.

ARTICLE A16

RIGHTS

- A1601 The payment of at least the minimum rates set forth in this Agreement shall entitle the Corporation to:
- a) A single broadcast of the script in Canada on each Corporation owned or affiliated station in the medium for which the script was written within three (3) years of the date final payment for the script was due.

Should the Corporation wish to extend the three (3) year period, a single extension of one (1) year may be negotiated with the writer. The minimum fee for such extension shall be one-third of the original contract fee. Clause A1601 (d) shall apply to any further extension.
 - b) In addition, the Corporation shall be entitled to exclusive broadcast rights in the medium for which the script was written for a period of three (3) years from the date final payment for the script was due or until the date of broadcast, whichever is the sooner.
 - c) The right to acquire the exclusive rights to re-run the program in Canada for a period of five (5) years from the date payment of the final script was due or, in the case of a program in an episodic series or a serial during the five (5) years, from the date of broadcast.

- d) In the case of a television program, unless contracted otherwise, the right to acquire an exclusive licence to transmit or to licence the transmission of the recording of the program in any foreign country during the period of ten (10) years from the date payment for the final script was due or in the case of a program in an episodic series or serial during the ten (10) years from the date of broadcast.
- e) When the Corporation negotiates for renewal of rights under this Article, the minimum fee to the writer shall be one hundred percent (100%) of the original contract fee.

f) THEATRICAL USE

- i) In the case of a television program, should the Corporation wish to acquire the rights to distribute or licence the distribution of a television program for theatrical use, it shall first contract with the writer and shall pay the writer as follows:

- a) In the case of a program sixty (60) minutes or over, a sum not less than the difference between the current minimum for a feature film as detailed in the ACTRA Independent Producer Agreement covering Freelance Writers of Theatrical Films, Television Programs and other production and the writer's original contract fee for the television program;
- b) In the case of a program under sixty (60) minutes, one hundred and fifty percent (150%) of the writer's original contract fee.

Any such payments shall be in addition to any previous payments made to the writer.

- ii) The Corporation shall make the necessary royalty and further use payments to the writer(s) under the appropriate provisions of this Agreement.
- iii) Payments due credited writers, when there is more than one (1) credited writer, shall be divided pro rata on the basis of the writers' original contract fees.

iv Should the Corporation wish to contract a writer to prepare a Television program and to include in that contract the right to distribute or licence the distribution of the program for theatrical use, it shall first contract for the broadcast rights as required by this Agreement and subsequently contract **for** conversion to theatrical **use** as stipulated in this clause, and this requirement shall apply equally to any program prepared under any co-production agreement entered into by the Corporation or to any contract related to the program to which the Corporation is in any way a party.

A1602 The Corporation **may** acquire further rights upon terms and conditions to be mutually agreed between the Corporation and the writer, provided that:

- a) All such agreements for further rights shall be by written contract **at** terms and conditions not **less** than those outlined below;
- b) The terms of any licence granted by the writer to the Corporation shall run from the date payment for the final script was due;
- c) If the Corporation sells, assigns, licences, or otherwise disposes of any preserved performance, it shall remain liable **for** payment of all fees for residual rights;
- d) Should the Corporation wish to exploit a use not covered in this Agreement, it shall first consult with ACTRA and negotiate mutually acceptable terms and conditions to apply to such use **before** entering into negotiations or offering a contract for such use to any individual writer.

A1603 While it is understood that during the term of the contract between the Corporation and the writer the Corporation shall have the exclusive broadcast rights to the script with respect to its audience and that no conflicting performance of the script shall take place over U.S. stations whose coverage overlaps Corporation stations, this in **no** way restricts the writer from selling his broadcast rights outside Canada: and, it is understood that the Corporation will release the North American broadcast **rights** immediately **after** broadcast, unless the contract specifies otherwise.

A1604 When the transmission of a Corporation English-language program over its French language facilities necessitates major modifications involving translation, dubbing or sub-titling, one of the following step-ups will be applied to the original writer's fee:

Translation	25%
Dubbing	15%
Sub-titling	10%

The provision concerning translations above shall not **apply** to dramatic scripts.

A1605 It is understood that the foregoing **apply** only to re-broadcast rights and not to the resale of rights to another production of the script.

ARTICLE A17

DISCOUNTS

A1701 The scale of minimum rates provided in **this** Agreement applies to all national network broadcasts or **broadcasts** distributed nationally by syndication in Canada. The original fees may be subject to either regional or local discounts **as** set forth below but not both, and to frequency discounts and multiple performance discounts **as** set forth below. In no case shall the total discount exceed **forty percent (40%)** of the minimum rates provided in this Agreement.

A1702 REGIONAL :

For broadcast in **the** Quebec Region **alone** 10% discount

For broadcast in the Ontario Region
alone 10% discount

For all regions other than Quebec and Ontario -

25% discount (for variety programs only)*

15% discount (for all programs other than variety)

* Where more than one region is involved, this discount shall not apply.

A1703 **LOCAL :**

Montreal (English - excluding drama)	20% discount
Toronto (original variety writing only)	10% discount
Winnipeg	20% discount
Calgary	20% discount
Edmonton	20% discount
Regina	20% discount
Vancouver	20% discount
Halifax	20% discount
Ottawa	20% discount
St. John's	20% discount
All other local stations	40% discount

A1704 **FREQUENCY DISCOUNTS:**

In the **case of a series or serial where a writer is guaranteed a specific number of engagements within a specified period, the writer's fee may be discounted as follows:**

- a) For five (5) to nine (9) programs, to be written within an **eight (8)** week period 5%
- b) **For** ten (10) to fourteen (14) programs, to be written within a sixteen (16) week period 10%
- c) **For** fifteen (15) to twenty-four (24) programs, to be written within a thirty-two (32) week period 15%
- d) **For** twenty-five (25) programs **or more**, to be written within a fifty (**50**) week period 20%
- e) When a writer is contracted for a specific number of engagements under **A1704 a), b), c) or d)** for programs to be broadcast in a frequency in excess of one (1) a **week**, the following additional discounts may be applied:
 - i) Two (2) or three (3) scripts, to be broadcast in one (1) week 20%
 - ii) Four (4) or five (5) scripts, to be broadcast in one (1) week 30%

A1705 Regional and local discounts are not to be taken into account in computing national re-broadcast rates *or* **foreign** distribution rates,

ARTICLE A18

CORPORATION RE-USE PAYMENTS

A1801 Domestic Re-Runs, Repeat Broadcasts in Canada: Any Corporation repeat broadcasts shall be at terms not less than those **set out below**, In each case, **the fee** shall be not less than the noted percentage of the original contract fee.

First and each subsequent re-run 60%

Single Station

Re-use of a network program on a **single** station - 30%

A1802 EXCERPTS

Where the Corporation wishes to use an excerpt of a program based on a writer's script, the Corporation shall first contract the writer for the use of each such excerpt and pay the writer a fee of at least the applicable current fifteen (15) minute rate for each such excerpt based on category of service. In the case of a program or item which was originally contracted for less than fifteen (15) minutes, the minimum rate for each excerpt shall be the current applicable rate for the original item or the original contract fee, whichever is greater. The Corporation shall be entitled to one (1) use of the excerpt in the program concerned on its domestic facilities.

EXCERPTS FOR NEWS/MAGAZINE PROGRAMS

When the Corporation wishes to use an excerpt of not longer than two (2) minutes from CBC program material in CBC News or magazine-type programs for promotional purposes or because of the newsworthy nature of the material, the permission of the writer to the use and the context of the use in relation to the program shall first be obtained. If the writer's permission is granted such use can be made without payment. The Writer(s) shall receive a credit.

There shall be no more than three (3) such excerpts of different programs broadcast in any thirty (30) minute period.

When the Corporation wishes to use an excerpt of not longer than (2) minutes from a drama or variety program for illustrative purposes or in programs of a biographical nature, a fee shall be negotiated with the writer prior to such use, which shall not be less than \$150.00 (ONE HUNDRED AND FIFTY DOLLARS) for each use or re-use of each excerpt.

A1803 Residuals shall not be payable for research.

ARTICLE A19

CO-PRODUCTIONS

A1901 In any co-production between the Corporation and another producer, the terms and conditions of Clause A1909 may be applied OR the fee to be paid the writer shall be not less than the sum of the following items:

- a) the rate for one (1) use in Canada, which must be specified in the contract and shall be the "contract fee" for a co-production;
- b) the rate for any specified re-runs in Canada, which shall not be less than those in Clause A1801;
- c) the rate for any specified uses outside Canada at fees determined by the schedule outlined in Clause A1902 below.

A1902 When a co-production is sold for distribution in a country other than Canada, the writer shall be paid a residual fee based on the "contract fee" as determined in Clause A1901 a), the residual fee is to be not less than the percentage noted in the schedule below:

a) United States:

First run - network	100%
First run - syndication	50%
Second run - network or syndication	50%
Third and subsequent runs	40%
One individual station	10%

b) United Kingdom:

First run - BBC (more than one region) or ITV (more than one contractor)	45%
Second run - BBC (more than one region) or ITV (more than one contractor)	25%
Third and subsequent runs	15%
Single play - BBC, one region; Or one of the following ITV contractors: Thames, London, Weekend, Granada, Yorkshire, ATV	15%
Single play - any one other ITV contractor	10%

c) Australia:

First run - network	20%
Second and subsequent runs	10%

d)	<u>Japan:</u>	
	First run - network	25%
	Second and subsequent runs	10%
e)	<u>Germany:</u>	
	Arbeitsgemeinschaft der öffentlichrechtlichen Rundfunkanstalten der Bundesrepublik Deutschland:	
	First run - full network	35%
	Second and subsequent runs	20%
	Zweites Deutsches Fernsehen:	
	First run - full network	35%
	Second and subsequent runs	20%
	3rd Channel:	
	First run - full network	15%
	Second and subsequent runs	5%
	Regional:	
	Bayerischer Rundfunk	10%
	Hessischer Rundfunk	10%
	Nord Deutscher Rundfunk	10%
	Süd Deutscher Rundfunk	10%
	Süd West Rundfunk	10%
	West Deutscher Rundfunk	10%
	3rd Channel of any one of these regions	10%
	Single stations:	
	Bremen	5%
	Berlin	5%
	Saarbrücken	5%
	3rd Channel	5%
f)	<u>Italy:</u>	
	First run	15%
	Second and subsequent runs	10%
g)	<u>France:</u>	
	First run	15%
	Second and subsequent runs	10%
h)	All other countries	4%

A1903 Further use of the program in Canada shall be at fees not less than those in Clause A1901.

A1904 Further uses of the program outside Canada shall be at fees as determined by the schedule in Clause A1902.

- A1905 The fee to be used for determining the sums to be paid under Clauses A1901 b), A1901 c), A1903 and **A1904** shall be the "contract fee" specified in Clause A1901 a).
- A1906 In the event that **the** Corporation enters into a co-production with another producer to produce a program within ACTRA's jurisdiction, the Corporation shall, in its **co-production contract, include a provision** requiring such producer to become a signatory to this Agreement or to an Agreement between the producer and ACTRA, by means of a letter of adherence. Where Corporation production facilities are used, the producer shall become a signatory of this Agreement by means of a letter of adherence.
- A1907 The teams of this Article A19 shall apply only to a co-production to which the Corporation is a party and shall not apply when the Corporation engages an independent producer to produce a program.
- A1908 Non-Broadcast Use (Sales):
- | <u>Three (3) Years' Unlimited Use:</u> | <u>Percentage of the Contract Fee</u> |
|--|---------------------------------------|
| U.S. | 50% |
| United Kingdom | 50% |
| Any other country (each country) | 20% |
- A1909 Pre-Paid Use on Television:
- The Corporation may sell or distribute a program on foreign conventional television only upon pre-payment to the writer of the following percentages of the total contracted fee:
- Unlimited world **use**, excluding the U.S., for a period of ten (10) **yeaas** from the **date** payment for the final script was due - 175%
 - Unlimited **network** world use for a period of ten (10) **years** from the date payment for **the** final script was due - 300%
 - Unlimited syndication, world **use** for a period of ten (10) years from the date payment for the final script **was** due - 250%

- d) Two (2) telecasts in each country within five (5) years of the date payment for the final script was due; either by syndication or network - 200%

The Corporation shall notify ACTRA of its intention to exercise pre-payment rights and shall pay the full pre-payment fees prescribed above within thirty (30) days of the first foreign broadcast.

ARTICLE A20

FURTHER USE - COMMERCIAL SALES

A2001 The provisions of this Article shall apply to all programs contracted during the term of this Agreement, or to programs contracted prior to the term of this Agreement where written approval of the writer(s) has first been obtained by the Corporation.

A2002 Broadcast Sales or Distribution

Where a program is subsequently sold or distributed for Broadcast, including Educational broadcast, in a country other than Canada, or for Broadcast within Canada other than CBC Broadcast, the Writer shall be paid as follows:

Residuals: When a program produced by the Corporation is subsequently sold or distributed for broadcast, including educational broadcast, the writer shall be paid residual fees as follows:

Fifteen percent (15%) of the original contract fee on the occasion of the first confirmed sale, as a non-returnable down payment against a royalty of ten percent (10%) of the distributor's gross of the program during the term the Corporation holds the rights to distribute the program for foreign broadcast purposes.

The down payment shall be made within thirty (30) days of the first contracted foreign sale.

The fifteen percent (15%) of the original contract fee shall be payable to the writer on the first sale for foreign broadcast or on the first sale to supplemental markets, whichever sale occurs first.

When fifteen percent (15%) of the **writer's** fee is **more** than fifty percent (50%) of the sale price, the ~~writer~~ **shall** be paid an amount equal to fifty percent (50%) of the sale price and shall, on second and subsequent sales, be paid ~~either~~ the amount required to bring the advance to fifteen percent (15%) of the contract fee, ~~or~~ fifty percent (50%) of the sale price.

A2003 Educational Broadcast Use (Domestic):

<u>Three Years' Unlimited Use:</u>	<u>Percentage of the Contract Fee</u>
Ontario	25%
All Canadian Provinces, other than Ontario - each Province	10%

When use is paid for five **(5)** Provinces,
program may be distributed in all
Provinces (other than Ontario)

A2004 Non-Broadcast Use :

FOREIGN AND DOMESTIC

When **a program** produced by the Corporation is subsequently sold **or** distributed for non-broadcast use, the ~~writer~~ shall **be** paid residual fees as follows:

Five percent (**5%**) of the original contract fee on the occasion of the first sale or distribution, as a non-returnable down payment against a royalty of ten percent (10%) of the distributor's gross revenue of the program during the term the Corporation holds the rights to distribute the program for such purpose.

The down payment shall be made within ~~thirty~~ (30) days of the first non-broadcast sale **or** distribution. Subsequent payments that fall due shall be made within ~~thirty~~ (30) days of any sale **or** distribution.

If the program **has** been sold **or** distributed previously for foreign broadcast use **or** in supplemental markets, the down payment of five percent (**5%**) of the original contract fee will not **apply**.

A2005 Non-Broadcast Educational Use (Loan):

The Corporation **may** release a ~~recording~~ of a program for non-broadcast use (as defined in Clause A222) to **any** accredited non-profit ethnic, ~~religious~~, cultural or educational organization, provided that the ~~responsible~~ officer of the said organization **or** institution signs **the** Corporation's standard ~~release~~ form, a copy of which is included in this Agreement **as** Appendix "E." In the event of **a loan** of **a dramatic** program, the ~~writer's~~ permission will be obtained.

A2006 Pre-Paid Use on Television:

The Corporation may sell or distribute a program on foreign conventional television only upon pre-payment to the writer of the following percentages of the total contracted fee:

- a) Unlimited world use, excluding the U.S. for a period of ten (10) years from the date payment for the final script was due - 175%
- b) Unlimited network world use for a period of ten (10) years from the date payment for the final script was due - 300%
- c) Unlimited syndication, world use for a period of ten (10) years from the date payment for the final script was due - 250%
- d) Two (2) telecasts in each country within five (5) years of the date payment for the final script was due, either by syndication or network - 200%

The Corporation shall notify ACTRA of its intention to exercise pre-payment rights and shall pay the full pre-payment fees prescribed above within thirty (30) days of the first foreign broadcast.

A2007 The following rules will **apply** when **the** Corporation releases programs produced under this Agreement for Video and/or Audio compact Devices, Satellite Transmission, Commercial Carrier **Use**, Cable, Pay TV,

(a) (i) Video and/or audio compact devices **for** sale or rent to the public. A video and/or audio compact device is **any** audio/visual device **or** other similar device containing **a** program (recorded on film, disc, tape or other material) and designed for replay on **a** home type television screen, **or** personal playback system.

(ii) Satellite Transmission - Sale or licensing for transmission by satellite.

(iii) Commercial carrier use - exhibition of programs on any commercial carrier such **as**, but not limited to, airlines, trains, ships and buses.

(iv) Other Distribution - **Any** other distribution which provides any form of subscriber fee.

(b) Cable Television shall mean the exhibition of **programs** on home type television screens by means of transmission by **a** CATV system where subscribers qualify **for** programming by payment of a general charge.

(c) Pay Television shall mean the exhibition of programs on a home type television screen by means of telecast, cable, **closed** circuit or **any** other form of distribution requiring that the audience pay to receive such program. Such payment may be in the form of:

(i) a separate payment **for** each **program**:

(ii) a payment to receive one or more special channels which shall be in addition to the regular cable TV subscription fee. Exhibition in theatres or comparable places is theatrical exhibition **and** shall not be considered pay television.

(d) Free Television means the exhibition of a **program** on home type television receivers which exhibition gives rise to no specific charge either for the program or for the channel on which the program is received and the **program** does not originate on a cable facility.

A2008 Royalties: When a program is sold or distributed in any of the markets listed in **A2007** (a), (b) or (c), the writer(s) shall receive five percent (5%) -- shared on a **pro rata basis as** provided in Clause **A2010** -- of distributor's gross revenues during the term the Corporation holds the rights to distribute **the program** in these **markets**.

The fifteen percent (15%) of the original contract **fee** shall be payable to the writer on the first **sale for** broadcast or on the first sale to supplemental **markets**, whichever sale occurs first.

Royalty Advance: When fifteen percent (15%) of the writer's contract fee is more than fifty percent (50%) of the sale price, the writer **shall** be paid an amount equal to fifty percent (**50%**) of the sale price and shall, on second **and** subsequent sales, be **paid** either the amount required to bring the advance to fifteen percent (15%) of the contract fee, or fifty percent (50%) of the sale price.

A2009 Distributor's Cross Revenues shall mean the absolute gross income, earned or derived by all distributors of program anywhere in the world. This shall apply whether the Corporation acts as its own distributor or engages any other agency, company or individual to distribute the program. This shall include the total amount paid by all purchasers or licensees for use of the program but shall not include the income generated by the use of the program by the purchaser or licensee. In addition, the gross revenues shall not include:

(i) sums realized or held by way of deposit as security, until and unless earned, other than such sums as are non-returnable;

(ii) rebates, credits or repayments for cassettes returned (and in this connection, the producer shall have the right to set up a reasonable reserve for returns);

(iii) sums required to be paid or withheld as taxes in the nature of sales taxes or similar taxes based on actual receipts of such programs or on any monies to be remitted to or by the producer or such other distributor. There shall not be excluded from the distributor's gross revenues any net income tax, franchise tax or excess profit tax or similar tax payable by the producer or such other distributor on its net income or for the privilege of doing business:

(iv) frozen foreign currency until the producer shall either have the right to freely use such foreign currency, or producer or distributor has the right to transmit to Canada to producer or distributor such foreign currency from the country or territory where it is frozen,

A2010 Royalties due credited writers under **A2002** and **A2008** when there is more than one credited writer shall be divided pro rata on the basis of the writer's original contract fee.

A2011 Fair Market Value. When a program is bartered, exchanged or otherwise distributed for no licence fee or a token amount, the writer(s) shall receive a royalty payment as in **A2002** or **A2008** based on the fair market value of the program in the specific territorial market, The fair market value shall first be agreed in writing between the Corporation and the writer(s).

A2012 Residuals shall not be payable ~~for~~ research.

A2013 Continuity Writers: When a continuity writer **has** been engaged under this agreement such a ~~writer~~, if the program is distributed ~~under~~ these rules, shall receive a percentage of the applicable royalty payable based on the pro-rated length of the continuity in relation to the full program length.

A2014 Character Royalties: When it has been established that a ~~writer~~ contracted ~~under~~ this Agreement owns a character in a program being distributed under the terms of this Agreement, that writer shall receive a royalty of ten percent (10%) of the royalty payable to the credited writers of the program.

The maximum amount payable in character ~~royalties~~ by the Corporation under this clause shall not exceed thirty percent (30%) of the ~~royalty~~ payable to the credited writers of the **program**. Should the number of such characters owned by writers in a program exceed three (3), the **maximum** amount of ~~character~~ royalties shall be shared among these writers, based on the number of characters.

A2015 Re-editing of Programs: When the Corporation wishes to re-edit a specific program ~~or a~~ specific program series ~~for~~ uses specified in **this** Article, it shall first obtain the written consent of the original credited ~~writer(s)~~. If such consent is granted, the **writer(s)** shall be **paid** in accordance with the provisions contained in this Article. It is understood that this provision ~~governs~~ programs where re-editing involves only the editing of the original program ~~or~~ programs or program series. If additional writing is ~~required~~ the appropriate provisions in Article A22 - (Restructured Re-Use) shall also apply.

A2016 The Corporation agrees to furnish ACTRA with quarterly reports of contracted sales and actual revenues for the period within forty-five (45) days of the following dates, March 31, June 30, September 30 and December 31.

Advances and Royalties payable to writers for programs having been sold and for which revenue has been received in a given quarter, will be paid to writers at the time of submission to ACTRA of the above mentioned report.

It is understood that sales information contained in the said quarterly reports will be strictly confidential between the Corporation, the writer or offices of ACTRA and this information is not to be released to any other party in any way.

ARTICLE A21

FESTIVALS AND COMPETITIONS

The Corporation may enter its programs in festivals and competitions and authorize all uses ancillary and incidental thereto, without additional payment. However, if, as a result, the programs are broadcast, residual fees shall be paid in accordance with the conditions set out above.

Notice in Writing: The Corporation agrees to provide AC with notice in waiting of any program entered into in an festival or competition.

ARTICLE A22

RESTRUCTURED RE-USE

A2201 Should the Corporation wish to re-use a program already broadcast -

- (a) in an edited (shortened) form
- (b) in a series of segments
- (c) in existing form but incorporated into a longer form
- (d) in an extended form with additional material
- (e) in selected excerpts, combined with other excerpts from the same original program series, in a series "omnibus" or "best of" program

the conditions of this Article shall apply.

- A2202 The Corporation shall advise the original credited **writer(s)** and the General Secretary of ACTRA, or his delegate, in waiting, of the planned restructuring.
- A2203 No program or programs shall be restructured without the prior written consent of the original credited **writer(s)**. The writer may, at his/her option,
- (a) consent to the release of the program with the restructuring proposed by the Corporation;
 - (b) consent to the release of the restructured program, provided his/her own original writing credit is removed and a pseudonym is substituted;
 - (c) confer with the Corporation with regard to the nature and form of the restructuring. If agreement cannot be reached between the writer and the Corporation following such conference, the writer shall have the right to withhold consent. Such consent shall not be unreasonably withheld.
- A2204 Where a program is re-used completely, except for minor editing for timing purposes; or where a program is re-used completely in two (2) or more sections or where complete programs are combined to form a longer program and such division or combination is accomplished with no editing and no additional writing services are required (other than an opening or closing), the fee paid to the **writer(s)** involved shall be governed by the terms of Article A18; i.e., at least sixty percent (60%) of the **writer's(s')** original contract fee.
- A2205 If the new program is of a lesser length than the original program, or two (2) or more programs are restructured to create a new program that is the same length or a longer length than the existing program, the following minimum fees and conditions shall apply:
- (a) such restructuring shall be limited to programs in the same series;
 - (b) if the new program is of a lesser length than the original program, sixty percent (60%) of the writer's original contract fee, or the current minimum rate for the original writing category and the length of the new program, whichever is the greater, shall be paid;

(c) If the new program is the same length as the existing program, or of greater length than the existing program, one hundred percent (100%) of the writer's original contract fee, or the current minimum rate for the original waiting category and the length of the program, whichever is the greater, shall be paid.

A2206 When productions in a series are combined into a special feature, e.g., a variety special, the credited writer(s) involved will be paid (a) fee(s) proportionate to the original contract fee(s) and the length of the material by each writer used in the special feature. The minimum fee(s) to each of the writers involved shall be no less than fifteen percent (15%) of the writer's(s') original contract fee(s).

A2207 Where additional writing services are required, the original writer(s) shall be asked to do this work, for which a fee will be negotiated based on the provisions contained in A2208. In addition to such negotiated fee, the original writer(s) shall receive the normal repeat fee required by Article A18 based on the writer's(s') original contract fee. Should the original writer not wish to write such additional material and another writer be contracted, a fee for such waiting services shall be negotiated based on the provisions in A2208.

A2208 The fees to be paid for additional waiting services (whether by the original writer or by another writer) shall be no less than the current minimum writing fees in the same category as the original program involved, paid on the basis of the new written material provided, pro-rated on a per minute rate of the minimum current fees for the original category involved. The minimum fee shall be no less than the minimum fee for three (3) minutes, pro-rated on the minimum for the original category.

A2209 In the event that programs are restructured as described above and additional use is made of them, the writer(s) whose material is used in such restructured versions will be paid the appropriate additional fee(s) based on the original contract fee(s) of the writer(s) or on the total fee(s) paid to the writer(s) for the restructured program, whichever is greater.

ARTICLE A23

NO STRIKE OR WORK STOPPAGE OR LOCKOUT

The parties to this Agreement covenant **and** agree that during the term of **this** Agreement, neither **ACTRA** nor any **ACTRA** Branch will engage in or permit a strike or work stoppage or direct any member of any Branch to refrain from accepting engagement with the Corporation or interfere with the normal process of engagement; and, the Corporation will not refuse to engage members of **ACTRA** nor interfere with the normal process of engagement.

ARTICLE A24

NON-DISCRIMINATION

The Corporation agrees that there shall be no discrimination against any writer because of age, **race**, sex, creed, colour or national origin.

ARTICLE A25

HARASSMENT IN THE WORK PLACE

The Corporation **and** ACTRA agree that Writers must be able to perform their functions free of harassment without the fear of **reprisal**.

The **Parties** will establish a Joint Committee to review the Management Policy on this matter **for** the **express purpose** of discussing its application to Writers.

ARTICLE A26

DOUBLE EXPOSURE

Double exposure shall be contracted for at the time of the original contract. The applicable fee shall be an additional thirty percent (30%) of the amount for the first broadcast and shall be paid at the same time **as** the **fee** for the first broadcast.

ARTICLE A27

SATELLITE AND OTHER TRANSMISSION

Where a program is to be transmitted by communication satellite or any similar device outside Canada, the Corporation **and** ACTRA shall previously negotiate mutually acceptable terms and conditions to **apply** to such transmission.

ARTICLE A28

TRANSPORTATION, TRAVELLING AND ON-LOCATION EXPENSES

A2801 When the Corporation requires a writer to travel, the writer shall, **if** transportation and/or accommodation are not provided by the Corporation, be entitled to not less than:

- a) Actual transportation expenses on scheduled carriers covering economy air, or first **class** rail fare or, where authorized, a car mileage allowance of:

Per mile	\$ 0.37
Per kilometer	\$ 0.22

- b) **A per diem** rate of: \$ 99.80
to cover all personal **expenses** when staying at a hotel, motel or similar accommodation in Canada. However, if certain meals or living accommodation are provided at the Corporation's expense, the per diem allowance shall be reduced in the following manner:

Breakfast	\$ 7.20
Lunch	9.70
Dinner	20.40
Accommodation	62.50

If a writer is required to travel outside of Canada, the writer shall be paid actual reasonable expenses incurred, supported by receipts.

A2802 It is further understood that the terms of Clause A2801 are minimum conditions under this Agreement and are subject **to** individual negotiation depending upon the circumstances.

ARTICLE A29

WAIVERS

The parties to this Agreement may give waivers *in proper* cases to meet any requirements **with** respect to the application of this Agreement, but any such waiver shall not of itself constitute a waiver of any subsequent breach of such covenant or provision or **any other** covenant, provision or terms of this Agreement.

ARTICLE A30

SEVERABILITY OF PROVISIONS

If any provisions of this Agreement shall, during the term hereof be held void or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

ARTICLE A31

DEPOSIT OF SCRIPTS

The Corporation agrees to deposit one (1) copy of each dramatic script it produces in radio and television in an agreed archival system, and the writer agrees to such deposit, under conditions to be determined by the Corporation and ACTRA. It is understood that such deposits will not take place until the depository and the conditions are agreed.

ARTICLE A32

INSURANCE AND RETIREMENT PLAN CONTRIBUTION

- A3201 Insurance: The Corporation shall contribute an amount equal to three percent (3%) of the gross fees of each writer who is a member of ACTRA, except those writers excluded under Clause A103, for insurance purposes. Insurance payments will not be paid on behalf of deceased persons.
- A3202 Retirement Plan: The Corporation shall contribute an amount equal to five percent (5%) of the gross fees of each writer who is a member of ACTRA, except those writers excluded under Clause A103, for retirement benefits.
- A3203 The Corporation shall, for retirement purposes, deduct from all writers, members and non-members, except those excluded under Clause A103, an amount equal to two percent (2%) of the gross fees earned by each writer.
- A3204 Non-Members: The Corporation shall pay to the ACTRA Fraternal Benefit Society an amount equal to eight percent (8%) of the gross fees of each writer who is not a member of ACTRA, including those designated as temporary members and probationary members, for disposition in such manner and for such purposes as may be determined in the absolute discretion of the ACTRA Fraternal Benefit Society.

- A3205 All deductions, contributions and payments required under this Article shall be payable by cheque to the ACTRA Fraternal Benefit Society and mailed to the Head Office of the Society. Such payments shall be payable monthly, on or before the fifteenth (15th) of the month following the earning of such fees.
- A3206 For the purposes of this Article, "writer's gross fees" means fees for services and time provided to the Corporation and payments made for re-use, distribution, sale, etc., but exclusive of money paid to a writer by the Corporation **for** expenses such **as per** diem allowance or travel receipts as agreed upon.

ARTICLE A33

DURATION, TERMINATION AND RENEWAL

- A3301 This Agreement shall become effective on August 1, 1987 and shall remain in full force and effect until July 31, 1988.
- A3302** In the event that, prior to the expiry date of this Agreement, either party desires to negotiate a new Agreement, notice in writing by registered mail shall be given to the other party not less than ninety **days (90)** prior to the expiry date of this Agreement.
- A3303** Notwithstanding Clause **A3302** above, if the parties should fail to execute a new Agreement sixty days (60) in advance of the expiry date of this Agreement, extension of the existing Agreement shall **be** a matter of mutual decision between the parties.

ARTICLE B1

DRAMA - MINIMUM RATES

The following shall constitute the minimum rates to be paid by the Corporation for television 'drama programs:

B101	<u>Teleplays, Series, Drama-Documentaries, Book Shows, Librettos</u>	
	15 minutes or less	\$1,727.00
	30 minutes or less	3,451.00
	60 minutes or less	6,903.00
	90 minutes or less	10,354.00
	Over 90 minutes	Negotiable
B102	<u>Dramatization</u>	
	15 minutes or less	\$1,266.00
	30 minutes or less	2,533.00
	60 minutes or less	5,065.00
	90 minutes or less	7,598.00
	Over 90 minutes	Negotiable
B103	<u>Adaptation</u>	
	15 minutes or less	\$ 905.00
	30 minutes or less	1,806.00
	60 minutes or less	3,612.00
	90 minutes or less	5,418.00
	Over 90 minutes	Negotiable

While all rates for over 90 minutes are negotiable, such negotiated rates shall in no case be less than a pro nata minimum calculated on the length of the program and based on the 30-minute minimum rate in the relevant category.

B104 More Than One (1) Writer

Where two (2) or more writers **are** engaged to write a given program, the following rates **shall** apply:

- a) Two Writers: Each writer to receive at **least sixty** percent (60%) of the minimum fee applicable to one (1) writer;
- b) Three Writers: Each writer to receive at least **fifty percent (50%)** of the minimum fee applicable to one (1) writer;
- c) Four Writers or More: Each writer to receive at **least forty percent (40%)** of the minimum fee applicable to one (1) writer.

ARTICLE C1

VARIETY - CONDITIONS GOVERNING ENGAGEMENT

In addition to the general conditions governing engagement (A14), the following additional provisions **shall** apply to variety:

C101 Where the writer is required to attend rehearsals **and** taping of **a variety program**, this shall **be** stipulated in the writer's contract.

C102 Where the producer of a variety show is authorized to take a writing credit, such producer must have a contract under this Agreement.

C103 Whenever the Corporation engages **a** writer to write lyrics, the contract fee for the **writing** of lyrics shall not be less than provided in this Agreement. The fees **are** not **subject to residuals**.

This clause shall not apply to **a member** of the American Federation of Musicians contracted to write lyrics **under** an Agreement between the Corporation and the **A. F. of M.**

ARTICLE C2

VARIETY - MINIMUM RATES

C201	<u>Variety - Type 1 - Show Writer</u>	
	15 minutes or less	\$ 837.00
	30 minutes or less	1,677.00
	60 minutes or less	3,352.00
	90 minutes or less	5,030.00
	Over 90 minutes	Negotiable
C202	<u>Variety - Type 2 - Show Writer</u>	
	15 minutes or less	\$ 671.00
	30 minutes or less	1,341.00
	60 minutes or less	2,682.00
	90 minutes or less	4,026.00
	Over 90 minutes	Negotiable
C203	<u>Variety - Type 3 - Show Writer</u>	
	15 minutes or less	\$ 424.00
	30 minutes or less	845.00
	60 minutes or less	2,025.00
	90 minutes or less	2,534.00
	Over 90 minutes	Negotiable

While all rates for over 90 minutes are negotiable, such negotiated rates shall in no case be less than a pro rata minimum calculated on the length of the program and based on the 30-minute minimum rate in the relevant category.

C204 Variety - Contributing Writer

For each item (i.e. for each comedy, sketch, production number, vignette, song, blackout or similar material):

3 minutes or less	\$ 139.00
Each additional minute	46.20

C205 More Than One (1) Writer

Where two (2) ~~or~~ more show writers are engaged to write ~~or work on~~ a given variety program, the following rates and conditions **shall** apply:

- a) Two Writers: Each ~~writer~~ to receive at least sixty percent (60%) of the minimum fee applicable to one (1) writer;
- b) Three Writers: Each ~~writer~~ to receive at least fifty percent (50%) of the minimum fee applicable to one (1) ~~writer~~;
- c) Four Writers ~~or~~ More: Each ~~writer?~~ to receive at least forty percent (**40%**) of the minimum fee applicable to one (1) writer.

C206 Where more **than** three (3) show ~~writers~~ are engaged on a Variety - Type 1 show, one (1) of the writers shall be designated as the headwaiter; and, the Corporation **may**, in **any** ~~other~~ case, designate one (1) ~~writer~~ **as** a headwaiter. The headwaiter **shall** be paid an additional fee of not less than ten percent (10%) of the minimum ~~rate~~ for the category of engagement.

C207 Variety writing - Types 1 and 2 will not apply to Children's Programming.

ARTICLE D1

INFORMATION PROGRAMS - ON TELEVISION GOVERNING ENGAGEMENT

In addition to the general conditions governing engagement (A14), the following additional provisions shall apply to all television information programs:

- D101 The Corporation shall contract a writer engaged to provide services in connection with any information program as follows:
- a) at the appropriate program rate specified in D2; or
 - b) in the case of a magazine program, either
 - i) at the appropriate program rate specified in D2, *OR*
 - ii) at the contract rate specified in D2, in which case the contract shall be for a minimum period of thirteen (13) consecutive weeks.
- D102 Program Rate: A writer contracted at the program rate -- D101 a) -- shall be contracted in one of the following categories:
- a) Script Researcher: The services provided may include the collecting and supplying of materials as is necessary for the writing of scripts.
 - b) Researcher: The services provided may include the collecting and supplying of material for information programs, providing ideas for programs, suggesting guests, lining up guests or interviewees, pre-interview discussion, selection of music/effects, preparing background notes and questions for on-air personnel.
 - c) Documentary: In which case, the services provided may include research, interviewing, continuity, commentary/narration, selection of music/effects, organization of film on tape. A contract will specify the broadcast length.
 - d) Talks, Commentaries for Delivery by Another
 - e) Commentary
 - f) Continuity

D103 Contract Rate (Magazine Programs): A writer contracted at the contract rate -- D101 b) -- shall be contracted in one of the following categories:

- a) Researcher/Programmer: The services provided may include the collecting or supplying of material for a magazine program, providing ideas for programs, suggesting guests, lining up guests or interviewees, selection of music/effects, pre-interview discussion, preparing background notes and questions for on-air personnel and the organizing of film/tape.
- b) Writer/Broadcaster: The services provided may include the collecting or supplying of material for a magazine program, providing ideas for programs, suggesting guests, lining up guests or interviewees, selection of music/effects, pre-interview discussion, preparing background notes and questions for on-air personnel, the organizing of film or tape, continuity, preparation of material for production, interviewing on or off-air and commentary.

D104 The contract of a writer engaged as a Researcher/Programmer or Writer/Broadcaster shall be subject to the following conditions:

- a) The contract shall be for not less than thirteen (13) consecutive weeks.
- b) The contract fees shall not be subject to regional, local or frequency discounts.
- c) The fee may cover services on up to five (5) out of seven (7) days per week. In the event a sixth or seventh consecutive day of work is required, the Corporation shall:
 - i) by mutual agreement between the producer and the person involved, the day or days in excess of five (5) consecutive days worked may be taken off work in lieu of payment for such extra days worked; or,
 - ii) the Corporation shall pay an amount equal to one-fifth (1/5) of the fee involved for the sixth consecutive day and an amount equal to one-fifth (1/5) of the fee involved for the seventh consecutive day.

- d) In all cases, the services required from among those included in D103 a) or b) must be stipulated in the writer's contract.
- e) If a Researcher/Programmer is requested or allowed to perform services falling within the provisions of a Writer/Broadcaster, the Researcher/Programmer's contract shall be upgraded to a Writer/Broadcaster for the duration of those duties.
- f) While the services of a Writer/Broadcaster may include interviewing and the introduction of program segments with which the writer has been closely involved, it is agreed that the writer shall not act as a host or co-host under the provisions of this Article and, if the writer does act as host or co-host, the writer shall be paid additionally the applicable fees.
- g) Material produced under this clause may be used in any program of the series while the Writer/Broadcaster is contracted to the program. Any further use shall require payment in terms of D104 (h).
- h) The residual fee for any re-use of material prepared under this clause shall be based on the minimum fees for the category or categories of service covered under this Agreement for writing or performing. In the case of a performer category, the rate will not be less than the fifteen (15) minute program fee. Re-use fees shall not be paid to persons contracted as Researcher/Programmer.
- i) Notice: The Corporation shall, in accordance with Clause A605 of this Agreement, inform in writing a person contracted as a Researcher/Programmer or a Writer/Broadcaster on a contract of twenty-five (25) weeks or less whether or not it intends to re-engage. In the case of a contract of twenty-six (26) weeks or more, such notice shall be given during the period between eight (8) and four (4) weeks prior to expiry of the contract. If such notice is not received in the requisite period, and the contract is not renewed, the Researcher/Programmer or Writer/Broadcaster shall receive four (4) weeks' additional compensation at the contracted rate in lieu of notice.

- j) In the event of sickness, vacation, or unavoidable absence **only**, the Corporation **may** hire a replacement for a Writer/Broadcaster at a fee of \$170.65 daily. If such replacement exceeds three (3) days in any given week, the replacement fee will be the weekly fee.

In the event of sickness, vacation, or unavoidable absence **only**, the Corporation may hire a replacement for a Researcher/Programmer at a fee of **\$106.05 daily**, **If** such replacement exceeds three (3) days in any given week, the replacement fee will be the weekly fee.

D105 SPECIAL PROJECTS

- (i) The Corporation may contract Writer/Broadcasters and/or Researcher/Programmers on a special project basis to cover elections and conventions. Persons contracted on this basis **may** be engaged for a period less than the thirteen (13) week minimum set out in Article D104 (a). Contracts undertaken under **this** Article shall set out the duration of engagement which shall be no less than the total period of time between the date of engagement and the election or convention.
- (ii) In the event that the Corporation requests the contracting of a Writer/Broadcaster or Researcher/Programmer for a period of time less than the 13-week minimum as the result of a special project other than an election or convention, **and** the functions sought are *not* covered by the provisions of any other CBC/ACTRA agreement, ACTRA National Office at its **sole** discretion may grant a **walver** of the requirements of this Agreement.

D106 PART-TIME ENGAGEMENT

The Corporation may also request the contracting of a Writer/Broadcaster and/or Researcher/Programmer on a part-time basis. ACTRA National Office retains sole discretion to grant or reject such requests from the Corporation, and to negotiate conditions relating to such contracting on a case-by-case basis.

- D107 In all information program categories, the services required shall be stipulated in the writer's contract.

D108 If a writer performs any performing service (including that of host or co-host) other than that included in the services included in **the category** concerned, the writer shall be paid an appropriate performing fee in addition to the fees stipulated below.

ARTICLE D2

INFORMATION PROGRAMS - MINIMUM RATES

D201 Contract Rates (Magazine Programs): The following minimum **weekly fees** shall apply when a writer is contracted for a magazine program for a minimum period of thirteen (13) consecutive weeks.

Minimum weekly fee:

- | | |
|--------------------------|-----------|
| a) Researcher/Programmer | \$ 424.00 |
| b) Writer/Broadcaster | 683.00 |

D202 Program Rates:

The following shall constitute the minimum **rates** to be paid by the Corporation:

a) Script Research:

To be negotiated between the Corporation and the writer, taking into account the **length** of time estimated for completion of the **said** research. **However**, the **fee** shall not be less than:

- | | |
|-------------|-----------|
| Daily rate | \$ 117.00 |
| Weekly rate | 424.00 |

b) Researcher:

To be negotiated between the Corporation and the writer, taking into account the length of time estimated for completion of the said research. However, the fee shall not be less than:

Daily rate	\$ 117.00
Weekly rate	424.00

c) Documentary:

4 minutes or less	\$ 224.00
8 minutes or less	446.00
12 minutes or less	670.00
15 minutes or less	1,439.00
30 minutes or less	2,877.00
60 minutes or less	5,754.00
90 minutes or less	8,631.00
Over 90 minutes	Negotiable

While all rates for over 90 minutes are negotiable, such negotiated rates shall in no case be less than a pro rata minimum calculated on the length of the program and based on the 30-minute minimum rate in the relevant category.

In the case of a documentary script contracted under D202 c), the Corporation may negotiate with the writer to acquire a licence for a specified residual use of uses from among those included in this Agreement. The licence shall be for a specified period but shall not exceed seven (7) years from the date final payment for the script was due. The fee for such a licence shall be determined between the writer and the Corporation but shall, in no case, be less than an additional one hundred and fifty percent (150%) of the writer's full contract fee. This provision will also apply to separately contracted continuity involved in such a documentary.

d) Talks and Commentaries:

For delivery by another:

Minimum rate (to include
two (2) minutes of
script) \$ 118.65

Each additional
minute of script 16.40

It is understood that talks and commentaries refer
only to talk inserts as defined elsewhere in the
Agreement.

e) Commentary:

(i) When engaged as a commentator, a writer shall
be paid not less than the following rates for
writing and delivery:

For each item up to and
including three (3)
minutes of
commentary \$ 109.85

Each additional minute
of commentary 16.40

(ii) On payment of a step-up fee of not less than
twenty percent (20%) of the contract fee, the
Corporation may acquire a licence to use the
commentary contracted under D202 (e) on its
domestic facilities for a period of up to thirty
(30) days.

f) Continuity:

Up to and including
two (2) minutes of
continuity \$ 136.50

Each additional
minute of continuity 16.40

g) Dramatic Inserts in Information Programs

5 minutes or less -	\$672.00
10 minutes or less -	\$1,260.00

For inserts of more than ten (10) minutes in length, the rates in Article E101 shall apply.

The writer shall be contracted, as provided elsewhere in this agreement, before commencing work, and the contract shall specify the length of the material to be written. In the event that the completed production is longer than the contracted time, the writer shall be paid the appropriate longer rate.

When any dramatic work with a continuing plot, structure and characters is intended by the Corporation for broadcast in two or more segments, the frequency discounts (A1704) shall not be applicable.

ARTICLE E1

GENERAL - MINIMUM RATES

E101 Scripted Panel, Game, Quiz Shows

15 minutes or less	\$ 424.00
30 minutes or less	845.00
60 minutes or less	2,045.00
90 minutes or less	2,534.00
Over 90 minutes	Negotiable

While all rates for over 90 minutes are negotiable, such negotiated rates shall in no case be less than a pro rata minimum calculated on the length of the program and based on the 30-minute minimum rate in the relevant category.

E102 Continuity

Minimum two (2) minutes of script	\$ 136.50
Each additional minute of script	16.40

E103 Assigned Research (Non-Information Programs)

To be negotiated between the Corporation and the writer, taking into account the length of time estimated for completion of the said research. However, the fee shall not be less than:

Daily rate	\$ 117.00
Weekly rate	424.00

E104 Spot Announcements, Promotions

a) Spot announcements or promotions of one (1) minute in **length** shall be paid at the minimum rate of: **\$ 85.00**

b) Such material as noted in a) above exceeding one (1) minute in length **but not** more than five (5) minutes in length shall **be** paid at the minimum **rate** of: **\$ 168.00**

c) Such promos, etc., may be used during the season in which they are released.

E105 Fillers

Written material for fillers of **up** to five (5) minutes in length intended for unlimited broadcast on the Corporation's facilities only for four **(4) years** from date of payment shall **be** paid for at the minimum rate of:

3 minutes or less	\$ 261.00
4 minutes or less	344.00
5 minutes or less	432.00

E106 Translation

A straight translation shall be paid for as an adaptation (It is understood that this **Agreement does not apply to a literal translation for non-broadcast use.**). A combined translation-adaptation or translation-dramatization shall be paid at the rates provided in B101.

E107 More Than One' (1) Writer

Where two (2) or more writers are **engaged** to write a given program, the following rates shall apply;

- a) Two Writers: Each writer to receive at least sixty percent (60%) of the minimum fee applicable to one (1) writer;
- b) Three Writers: Each writer to receive at least fifty percent (50%) of the minimum fee applicable to one (1) writer;
- c) Four Writers or More: Each writer to receive at least forty percent (40%) of the minimum fee applicable to one (1) writer.

The above provisions apply to documentaries and other categories as applicable.

ARTICLE F1

PILOT SCRIPTS

CONDITIONS GOVERNING ENGAGEMENT

F101 When a script becomes a pilot script in that another script is to be commissioned from the original **writer** or **another writer using the same concept and/or characters**, an additional fee **for** the pilot script shall be negotiated with the original writer prior to the commissioning of the second script. The additional fee to the original writer shall be fifty percent (50%) of the writer's original contract **fee**. **Re-use** and royalty payments shall be calculated on the original contract **fee** plus the additional **fee**.

CANADIAN BROADCASTING CORPORATION

PIERRE JUNEAU
PRESIDENT

STEPHEN COTSMAN
Vice-president, Finance

PIERRE RACICOT
Vice-president, Human Resources

BOB LANGILL
Senior Corporate Talent Relations Officer

RICK FIELD
Manager of TV Production Planning
English Television

ROBERT BLACKWOOD
Deputy Head, Radio Drama and Features

NICOLE BELANGER
Deputy Head, Radio Current Affairs

MICHAEL SNOOK
Director of Radio, Regina

THE ALLIANCE OF CANADIAN CINEMA, TELEVISION
AND RADIO ARTISTS

GINO MARROCCO
NATIONAL PRESIDENT

GARRY NEIL
General Secretary

♦

MARGARET COLLIER
National Executive Director
Writers' Guild

FETE WHITE
Chairperson
Writers' Guild

APPENDIX "A"

WRITER CONTRACT FORM

APPENDIX "B"

MAGAZINE PROGRAM CONTRACT FORM

APPENDIX "C"

COMMENTARY, TAPE DOCUMENTARY,
SINGLE INTERVIEW CONTRACT FORM

APPENDIX "D"

.CONTRACT COMMITMENT FORM

APPENDIX "E"

S A E FORM

IT IS UNDERSTOOD

that use of the program titled _____

being granted to _____

by the Canadian Broadcasting Corporation is restricted as follows :

1. It is understood and warranted that this program will be used for non-profit **purposes** only, and that no sale of any kind will be made in connection with the program or any portion thereof.
2. It is understood that no duplicates will be made of the **program.**
3. it is understood that Licensee will not be permitted, and will not permit others, to charge an admission fee **for** the exhibition of the program.
4. It is understood that neither the program nor any portion of the program will be used for any purposes, either off-air or by exhibition of the program on any community television antenna (CATV) system.

The Licensee agrees to indemnify the Canadian Broadcasting Corporation from all claims, liabilities and adjustments rendered against the Canadian Broadcasting Corporation by virtue of the breach of these covenants.

Accepted and agreed to this _____ day of _____, 19____

at _____,

Licensee

APPENDIX "F"
LETTER OF INTENT
RESEARCH

The parties to this Agreement agree that the function of Research is now clarified in the Collective Agreement covering writers in both Radio and Television.

Those persons presently under contract and outside of ACTRA's jurisdiction will not be required to join ACTRA, and Articles A105 or A30 will not apply while their present contract is in effect nor to any renewal as long as there is no interruption of service.

It is further agreed that the negotiated settlement under the terms of this Agreement will only apply to those researchers engaged on ACTRA contracts.

Should there be an interruption of service or a person newly engaged under this Agreement, it shall be a condition of engagement that the terms of Clauses A105 and A30 will apply.

Margaret Collier
National Executive Director
Writers' Guild
A.C.T.R.A.

R. P. Langill
Senior Corporate
Talent Relations Officer

APPENDIX "G"

CO-PRODUCTIONS

In the event that the Corporation enters into a co-production with another producer to produce a program within ACTRA's jurisdiction, the Corporation shall, in its co-production contract, include a provision requiring such producer to adapt and conform to this Agreement or an Agreement between the producer and ACTRA. **Where** Corporation production facilities are used, the producer shall adapt and conform to this Agreement.

Upon request, the Corporation shall provide ACTRA with information in writing relating to the co-production distribution arrangements and other **basic** provisions involving waiters.

ACTRA may require the producer to post an adequate cash bond or other negotiable security to be held in trust by ACTRA for the protection of **its members**.

APPENDIX "H"

LETTER OF INTENT

APPLICATION OF AGREEMENTS

In view of the Corporation's recognition of ACTRA as the sole bargaining agent for performers and writers in terms of Clause 101 of the Agreements, the Corporation agrees to engage performers and waiters in ACTRA's jurisdiction throughout Canada under the terms and conditions of the relevant Agreement and to apply the *terms* of the Agreements generally in all centres and locations. ACTRA agrees to make the necessary arrangements to administer the terms of the Agreements in all centres and locations, to issue work permits in terms of the Agreements, and generally to provide the necessary administrative structure to ensure the proper application of the Agreements.

Margaret Collier
National Executive Director
Writers' Guild
A.C.T.R.A.

R. P. Langill
Senior Corporate
Talent Relations Officer

APPENDIX "I"

WORKSHOPS

Should the Corporation **wish** to initiate **a workshop** situation, i.e. a training or development process, not to be **broadcast**, for ~~writers~~ and/or performers, the Corporation Management in the region concerned shall submit its workshop proposals for consideration to the relevant ACTRA Branch Council(s) and to the National Performers' Council and/or **the** National Council of **the** ACTRA Waiters Guild. Any recording of workshops will be used solely for the purposes of evaluation in the context of the **workshop**.

In responding to such proposals, **the** relevant ACTRA Council(s) will bear in mind the mutual interests of the Corporation and ACTRA in developing professional talent.

APPENDIX "J"

LETTER OF INTENT

It is agreed between the parties that, on every production script in which copyright is held by the writer, the Copyright Symbol and the following notice shall appear on the cover page of the script:

Copyright 198

_____ Name of Author

No reproduction in whole or in part by any means whatsoever shall take place without the express written permission of the author.

I N D E X

TELEVISION WRITERS AGREEMENT

<u>SUBJECT</u>	<u>ARTICLE OR CLAUSE</u>	<u>PAGE</u>
Acceptance or Rejection of Non-Commissioned Script	A15	36
Access to Studio		
- ACTRA Representative	A1001	25
- Writer	A1006	26
ACTRA Jurisdiction	A101/102	2
	A104	3
	A111	4
Adaptations		
- Contract Obligatory for Staff Employee	A103 a)	2
- Definition	A201	5
- Copyright	A502	14
- Minimum Rates	B103	63
Adherence to Agreement		
- Independent Producer	A1008	26
- Co-productions	A1906	46
Agent - Definition	A202	5
Announcements, Spots, Promos, etc. - Minimum Rates	E104	75
Application of Agreements	App. "H"	86
Apprentice Writers	A13	31
Arbitration - Grievance Procedure	A306/309	12
Assigned Research (Non-Information Programs) - Minimum Rates	E103	75
Assignment of Fees	A1003	2s
Attendance at Rehearsals		
- All Waiters	A1006	26
- Variety Writers	C101	64
Attendance at Showings of Rough Cuts, etc.	A1004	25
Blackouts		
- Apprentice Writers	A1301	31
- Minimum Rates	C204	65
Book/Libretto		
- Contract Obligatory for Staff Employee	A103 a)	2
- Definition	A203	5
- Minimum Rates	B101	63
Book Shows		
- Contracts	A601	15
- Definition	A204	5

	<u>ARTICLE OR CLAUSE</u>	<u>PAGE</u>
Broadcast - Definition	A205	5
Broadcast Rights	A603 a)/d)	15
	A16	37
Broadcast Sales or Distribution	A2002	47
Buy-Outs - Documentary Programs - Limited Buy-Out	D202 c)	72
Cancellation		
- Commissioned Scripts	A1404	34
- Due to Corporation Change in Policy	A1412	36
- General Conditions	A610	17
- Repayment of Discounts	A610 c)	17
- Writer/Broadcaster & Researcher/Programmer Contracts	D104 i)	69
CBC - Policy	A112	4
- Obligations	A10	25
Claims or Actions	A7	18
Comedy Sketch		
- Apprentice Writers	A1301	31
- Minimum Rates	C204	65
Commentaries		
- Booking	A601	15
- Definition (Commentator)	A206	5
- Exclusions	A103 b)c)	2
- "Contract Commitment Form"	App. "D"	82
- Part of Writer/Broadcaster Functions	D103 b)	2
- Polish (not applicable)	A1406	35
- Writing only - Minimum Rates	D202 d)	73
- Waiting and Delivery - Minimum Rates	D202 e)	73
Commissioned Scripts	A14	32
Competence of Writer	A1005	25
Complaints	A3	10
Concept	A1204	29
Conditions Governing Engagement	A14	32
Consultation	A12	28
Continuity		
- Definition	A207	5
- Information Programs - Minimum Rates	D202 f)	73
- In Documentary Programs - Limited Buy-Out	D202 c)	72
- Non-Information Programs - Minimum Rates	E102	74

<u>SUBJECT</u>	<u>ARTICLE .OR CLAUSE</u>	<u>PAGE</u>
Contract		
- Commissioned Scripts	A6	15
- Development Scripts	A1201	28
	A1206	31
- Non-Contracted Scripts	A15	36
- Variety Show Producer/Writer	C102	64
"Contract Commitment Form"	App. "D"	82
Contract Employee	A106	3
Contract Fee		
- Definition	A208	5
- Definition in Co-Productions	A1901 a)	44
- Lyrics Waiter	C103	64
Contributing Writer (Variety)		
- Definition	A236	10
- Minimum Rates	C204	65
Conventional Television - Definition	A209	5
Co-Productions	A19	44
	App. "G"	85
Copyright	A5	14
	A604	16
	A1203 b)	29
	A1206	31
	A1404	34
	A1413	36
	A603 f)	15
Credits	A8	20
Corporation re-use payments	A18	42
- Domestic	A1801	42
- Educational (Domestic)	A2003	48
- Excerpts	A1802	43
- Excerpts for News/Magazine Programs	A1802	43
- Foreign	A2002	47
- Non-Broadcast (Foreign & Domestic)	A2004	49
- Pre-Paid Television Use	A1909	46
- Research	A1803	43
- Co-Productions	A1903/1904	45
Date of Production - Definition	A210	5
Deadlines	A603 e)	15
	A604	16
Deductions from Non-Members' Fees	A105	3
	A3203	61
Deductions (Retirement Plan) from Members' Fee	A3203	61
Definitions	A2	5
Deposit of Scripts	A31	61

<u>SUBJECT</u>	<u>ARTICLE OR CLAUSE</u>	<u>PAGE</u>
Development		
- Outline for Single Program	A1204 b)	29
- Format for a Series	A1204 c)	30
- Script Commissioned from Other Writer	A1410	35
- Royalty for Use of Idea or Character	A1411	36
Discounts		
- Regional, Local, Frequency	A17	40
- Repayment on Cancellation of Contract	A610 c)	17
- No Discounts on Development Scripts	A1209	31
- No Discounts on National Rebroadcasts or Foreign Distribution Rates	A1705	42
Documentary Program		
- Definition	A211	6
	D102 c)	67
- Installment Payment	A1403 b)	34
- Minimum Rates	D202 c)	72
	A1801	42
Domestic Re-Runs		
Double Exposure		
- Definition	A212	6
- Contracting and Rate	A26	59
Draft Script		
- Definition	A213	6
- Installment Payment	A1403	33
- Termination	A1404	34
- Script Commissioned from Other Writer	A1410	35
- Royalty for Use of Idea of Character	A1411	36
Drama		
- Contract Obligatory for Staff Employee	A103 a)	2
- Credits	A805	21
- Editorial Modifications	A901	24
- New Writers	A1302	32
- Installment Payments	A1403	33
- Translation	A1604	40
- Non-Broadcast Educational Use (Loan)	A2005	49
- Deposit of Scripts	A31	61
- Minimum Rates	B101	63
Drama-Documentary		
- Contract Obligatory for Staff Employee	A103 a)	2
- Minimum Rates	B101	63
Dramatic Inserts in Information Programs	D202 g)	74
Dramatization		
- Contract Obligatory for Staff Employee	A103 a)	2
- Definition	A214	6
- Copyright Clearance	A502	14
- Minimum Rates	B102	63

<u>SUBJECT</u>	<u>ARTICLE OR CLAUSE</u>	<u>PAGE</u>
Dubbing Rights	A1604	40
Dues (Payment of)	A1002	25
Duration of Agreement	A33	62
Editing (Text) - Definition	A215	6
Editorial Modifications	A603 g)	15
	A9	24
Education Broadcast Use - Domestic	A2003	48
Educational Non-Broadcast Use - Loan	A2005	49
Engagement of Writer - Conditions	A14	32
Episodic Series - Definition	A216	6
Excerpts	A1802	43
- For News/Magazine Programs	A3802	43
- For Promotional Purposes	A1007	26
Exclusions	A103	2
	C103	64
Expenses	A609	16
	A28	59
Festivals and Competitions	A21	55
Fillers		
- Definition	A217	6
- Minimum Rates	E105	75
Film Production	A1004	25
Final Script		
- Installment Payment	A1403	33
- Polish	A1406	35
- Script Commissioned from Other Writer	A1410	35
- Royalty for Use of Idea or Character	A1411	36
Five Percent Non-Member Deduction	A105	3
Foreign Broadcasts		
- Rights	A1601 d)	38
- Residuals	A2002	47
- Educational	A2003	48
- Notice to ACTRA	A2016	55
- Co-Productions	A1902	44
Foreign Waiters	A111	4
Four or <i>More</i> Writers		
- Contracts	A606	16
- Credits	A805 f)	23
- Foreign Broadcast Residuals	A2010	53
- Minimum Rates	B104 c)	64
Frequency Discounts	A1704	41
Further Rights	A1602	39

	<u>ARTICLE OR CLAUSE</u>	<u>PAGE</u>
Further Use - Commercial Sales	A20	47
- Cable Television	A2007 b)	51
- Character Royalties	A2014	54
- Continuity Writers	A2013	54
- Definition	A2007 a)	51
- Distributor's Gross Revenues	A2009	53
- Fair Market Value	A2011	53
- Free Television	A2007 d)	52
- Pay Television	A2007 c)	52
- Re-editing of Programs	A2015	54
- Royalties	A2008	52
Game Shows (Scripted) - Minimum Rates	E101	74
Grievance Procedure	A3	10
Harassment in the Work Place	A25	58
Head Writer (Variety) - Definition	A236	9
Host		
- Writer/Broadcaster (additional fee)	D104 f)	69
- Information Programs	D108	71
Independent Producer	A1008	26
	A1906	46
Information Programs		
- Definition	A218	6
- Credits	A804	20
- Installment Payments	A1403	33
- Conditions Governing Engagement	D1	67
- Minimum Rates	D2	71
Initial Fees (Payment of)	A1002	25
Insurance Plan Contributions	A3201	61
Interview		
- Booking	A601	15
- Writer/Broadcaster Function	D103 b)	68
Jurisdiction		
- Recognition and Application	A101/102	2
- Protection	A104	3
- Foreign Waiters	A111	4
Late Payment Interest	A1010	27
Letter of Adherence - Independent Producer	A1008	26
	A1906	46
Letter of Intent - Research	App. "F"	a4

<u>SUBJECT</u>	<u>ARTICLE OR CLAUSE</u>	<u>PAGE</u>
Libretto		
- Definition	A203	5
- Minimum Rates	B101	63
Licence to Perform		
- Definition	A219	6
- In Contract	A603 h)	16
- Term	A1601/1602	37
Loan (Non-Broadcast Educational Use)	'A2005	49
Local Discounts	A1703	41
Local Level - Grievance Procedure	A303	11
Location Expenses	A28	59
Loss of Script - CBC Not' Liabile	A404	14
Lyrics		
- Engagement of Writer	C103	64
- Minimum Rates	C204	65
Magazine Program		
- Definition	A220	7
- Contract	D101 b)	67
	D103	68
- Minimum Rates	D201	71
Minimum Rates		
- Negotiable	A106	3
- Development	A12	28
- Novice Writers (Variety)	A1301	31
- Drama	B1	63
- Variety	C2	65
- Information Programs	D2	71
- Miscellaneous	E1	74
More Than One Writer		
- Contract	A606	16
- Credits	A805 f)	23
- Minimum Rates	B104	64
Musicians (American Federation of) - Writing Lyrics	C103	64
National Coverage - Definition	A221	7
National Level - Grievance Procedure	A304	11
No Strike, Work Stoppage Or Lockout	A23	58
Non-Broadcast Use		
- Definition	A222	7
- Domestic and Foreign	A2204	49
- Loan (Educational)	A2005	49
- Loan - Standard Release Form	App. ^{nE}	83

<u>SUBJECT</u>	<u>ARTICLE OR CLAUSE</u>	<u>PAGE</u>
Non-Contracted Scripts		
- Revisions	A403	13
- Apprentice Writer (Drama)	A1302	32
- Acceptance or Rejection	A15	36
Non-Discaimination	A24	58
Non-Members of ACTRA		
- Engagement	A102	2
- Deduction	A105	3
- Retirement Plan Deduction	A3203	61
Novice Writers - See "Apprentice Writers"		
Obligations of ACTRA	A11	28
Obligations of CBC	A10	25
Obligation to Join ACTRA	A105	3
One-Time Show - Definition	A223	7
Option - Program Development	A1205	30
Outline		
- Definition	A224	7
- Development	A1204 b)	29
- Installment Payment	A1403	33
- Termination	A1404	34
- Script Commissioned from Other Writer	A1410	35
- Royalty for Use of Idea or Character	A1411	36
'Panel Shows - Minimum Rates	E101	74
Part-time Engagement	D106	70
Pay Television		
- Definition	A225	8
Payment of ACTRA Initiation and Dues	A1002	25
Payment to Writers		
- Stated in Contract	A603 e)	15
- Assignment of Fees	A1003	25
- Within Fourteen (14) Days	A1009	26
- Late Payment Interest	A1010	27
- In Installments	A1403	33
- Series or Weekly Variety	A1403 b)	33
- Residuals for Foreign Broadcast	A2002	47
Pilot Scripts	F1	76
- Definition	A226	a
Polish of Script	A1406	35

<u>SUBJECT</u>	<u>ARTICLE OR CLAUSE</u>	<u>PAGE</u>
Producer		
- Definition	A227	8
- Writing Credits	A803	20
	A805 d)ii)	22
	A805 d)v)	22
	A805 e)i)	22
- Independent	A1008	26
- Co-Productions	A1906	46
Production Number - Minimum Rates	C204	65
Professional Service Waiting	A1202 b)	28
Program - Definition	A228	a
Program Development	A12	28
Promos - Extracts of Scripts	A1007	26
Promotions, Spot Announcements - Minimum Rates	E104	75
Quiz Shows (Scripted) - Minimum Rates	E101	74
Rates (Minimum)		
- Apply to Non-Members	A102	2
- Negotiable	A106	3
- Apply to Foreign Waiters	A111	4
- Program Development	A1202	28
	A1204	29
- Apprentice Writers (Variety)	A1301	31
- Residuals	A18	42
- Drama	B1	63
- Variety	C2	65
- Information Programs	D2	71
- Miscellaneous	E1	74
Recognition of ACTRA	A101	2
Re-engagement		
- Long-Term Contracts	A605	16
- In Information Programs	D104 i)	69
Regional Discounts	A1702	40
Rehearsals		
- Access to Studio - ACTRA Representative	A1001	25
- Writer	A1006	26
- Mandatory Attendance - Variety Writer	C101	64
Rejection of Non-Commissioned Script	A1503 a)	37
Renewal - Development Scripts	A1204	29
Repeat Broadcasts - Definition	A229	8

<u>SUBJECT</u>	<u>ARTICLE OR CLAUSE</u>	<u>PAGE</u>
Research		
- Definitions	A230	8
- Letter of Intent	App. "F"	84
- SEE ALSO "Assigned Research", "Researcher", "Script Researcher", "Researcher/Programmer"		
Researcher		
- Definition	A230 b) D102 b)	a 67
- Information Programs - Credit	A804	20
- No Residuals	A1803	43
- Minimum Rates	D202 b)	72
Researcher/Programmer		
- Definition	D103 a)	68
- Contract	D104	68
- Minimum Rates	D201 a)	71
- Information Programs - Credit	A804	20
- No Residuals	D104 h)	69
- Termination (After 13 Weeks)	D104 i)	69
- Renewals	A605	16
Retirement Plan Contributions and Deductions	A3202/3203	61
Revisions		
- Non-Contracted Scripts	A403	13
- By Producer - Credits	A803	20
- By Producer - For Production Needs	A901	24
- New Waiters (Drama)	A1302	32
- Negotiable Fee	A1408	35
Rights		
- In Material	A603 a)	15
- Broadcast	A16	37
- Theatrical	A1601 f)	38
- Not Covered in Agreement	A1602 c)	39
- Translation, Dubbing, Sub-Titling	A1604	40
Satellite and Other Transmissions	A27	59
Script		
- Definition	A231	8
- Loss of	A404	14
- Engagement of Writer	A14	32
- Unsolicited	A15	36
- Deposit	A31	61
Script Changes, etc. - Waiter to be Consulted	A901/902	24
Script Editor - Definition	A232	9

100

<u>SUBJECT</u>	<u>ARTICLE OR CLAUSE</u>	<u>PAGE</u>
Script Research		
- Definition	A230 a)	8
- Information Programs - Credits	A804	20
- No Residuals	A1803	43
- Minimum Rates	D202 a)	71
Scripted Panel, Game or Quiz Shows - Minimum Rates	E101	74
Serial		
- Definition	A233	9
- Discounts	A1704	41
Series		
- Re-engagement	A605	16
- Development	A1204	29
- Payment	A1403 b)	33
- Script Commissioned from Other Writer	A1410	35
- Royalty for Use of Idea or Character	A1411	36
- Minimum Rates	B101	63
Show Writer (Variety)		
- Definition	A236	9
- Minimum Rates	C201/203	65
Sketch		
- Apprentice Waiters (Variety)	A1301	31
- Minimum Rates	C204	65
Song - Minimum Rates	C204	65
Special Projects	D105	70
Speculation - No Speculative Writing	A4	13
	A1302	32
	A15	36
Spot Announcements, Promotions	E104	75
Staff Employee	A107	3
Stewarding Fee	A1012	27
Story Editor - Definition	A232	9
Submission of Material	A4	13
	A6	15
	A15	36
Sub-Titling Rights	A1604	40
Talk		
- (Writing Only) - Minimum Rates	D202 d)	73
- (Writing and Delivery) - Minimum Rates	D202 e)	73