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AGREEMENT

Between

THE ONTARIO EDUCATIONAL COMMUNICATIONS AUTHORITY

AND

THE ONTARIO ASSOCIATION OF ARTISTS AND EDUCATORS

(Ontario Confederation of University Faculty Associations
 Ontario Public Service Employees' Union
 Ontario Teachers' Federation
 Alliance of Canadian Cinema, Television and Radio Artists)
 (Writers Guild of Canada)

Covering

RATES AND WORKING CONDITIONS

for

WRITERS

Term of Agreement: January 1, 1991 to December 31, 1992

(Still in effect as of April 1997)

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ARTICLE 1 - RECOGNITION AND APPLICATION

- 101 The Ontario Educational Communications Authority (hereinafter referred to as the Authority) recognizes the Ontario Association of Artists and Educators (hereinafter referred to as the Association) as the exclusive bargaining agent for all writers as defined herein who are engaged by the Authority.
- 102 The Association does not claim jurisdiction over writers engaged or commissioned to write in the French language and destined to a French-speaking audience.

This Agreement does not apply to:

- (a) a person employed by the Authority on a salary where the term of employment is for more than three (3) months, except where such person is engaged by the Authority as a freelance writer for a specific project;
- (b) a student enrolled in an educational institution in a normal learning situation;
- (c) a person holding or a candidate for public office when writing for a program on political affairs in which such person appears;
- (d) a member of the Canadian forces who prepares written material for any program primarily for the purpose of displaying military ceremony or procedures or information relating to the Armed Forces;
- (e) a recognized specialist who writes a non-dramatic script the contents of which relate to the specialist's own special field, except that this exclusion shall not apply to a specialist after such a specialist has written five (5) such scripts;
- (f) a person who writes a non-dramatic script directly related to that person's own experience for a program in which the person appears, or an amateur athlete who writes a non-dramatic script for a program related to the amateur athlete's own particular sport in which the athlete appears except that such exclusion shall not apply to a member of either of these groups after such a person has made written contributions to five (5) programs;
- (g) a person paid out of public funds who is prevented, by statute or the terms of that person's employment, or a person who is prevented under the terms of that

person's employment, from being remunerated for writing for the Authority.

The exclusions in clause 102(e), (f) and (g) shall not apply to any member of an organization included in the Association.

- 103 The Authority recognizes and relies on the agreement of the member organizations of the Association designating the Alliance of Canadian Cinema, Television and Radio Artists (herein referred to as ACTRA) as agent on their behalf to administer this agreement and to receive any and all notices and payments from the Authority.
- 104 A person engaged as a writer shall be subject to the following requirements as a condition of engagement by the Authority:
- (a) A member of ACTRA shall have an amount equal to two per cent (2%) deducted from gross *fees* and the Authority shall remit such deductions to the Writers Guild of Canada monthly.
 - (b) a member of the Ontario Teachers' Federation or a member of any faculty association comprising the Ontario Federation of University Faculty Associations or a member of the Ontario Public Services Employees Union who is employed by a Community College in a classification that was within the academic staff bargaining unit as of July 18, 1975, shall have an amount **equal** to four per cent (4%) **deducted** from gross **fees** and the Authority shall remit such deductions to ACTRA monthly. The Association shall notify the Authority of additions to the academic staff bargaining unit of OPSEU, and these additions shall be considered for inclusion within the jurisdiction of the Agreement. Agreement on such inclusions shall not be unreasonably withheld.
 - *(c) In the case of any writer who is not a member of any of the organizations referred to in (b) above nor a member of ACTRA, the Authority agrees to deduct six per cent (6%) of the writer's gross fee and to remit such deductions to ACTRA monthly.
 - (d) On the first engagement in the Writers Guild of Canada's jurisdiction a writer is eligible to become a member of the Writers Guild of Canada in accordance with the Constitution of the Writers Guild of Canada.
- 105 This Agreement sets forth minimum rates and working conditions. However, nothing in **the** Agreement shall be deemed to

prevent the writer from obtaining more favourable rates and conditions than those provided herein; for example, limitations on the Authority's editorial control, and/or the right to control promotional uses of the program material, etc. A person 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 the Agreement.

106 Upon a written request from the General Secretary of ACTRA the Authority will verify any individual case to confirm in writing that the writer is being treated in accordance with the terms and conditions of this Agreement.

107 ACTRA shall provide the Authority with a national membership list on ASC11 format magnetic tape capable of being directly entered into the Authority's computerized systems upon written request by the Authority once every three months. The list shall be provided without cost to the Authority and shall include members' names, addresses, ACTRA or Association numbers, social insurance numbers and other information that the Authority might reasonably require for the efficient administration of this Agreement.

Should the Authority or ACTRA suggest a format other than ASC11 magnetic tape, discussions shall be initiated between the Association and the Authority with respect to cost sharing of the alternate format.

ARTICLE 2 - DEFINITIONS

201 Adaptation: A script based on a work already in dramatic form with the proviso that an adaptation by a writer of the writer's own work be classed as an original script.

202 Authority: means the Ontario Educational Communications Authority.

203 Auxiliary: Study guides, handbooks, audiotapes, film loops, slide programs, film strips, multi-media kits, the preparation of material for use as computer-aided instruction, or other aids for use only in conjunction with a program or programs.

204 Broadcast: To broadcast means to transmit a program either live or by means of a recording or pre-recording.

205 Continuity: Material written to link prestructured program elements which are not written by the writer.

206 Contract Fee: The fee for a completed script as specified in a contract executed between the Authority and the writer.

- 207 Cutting: To cut is to delete portions of work without re-write or major transposition.
- 208 Date of Production: The day or dates on which the production of a script takes place.
- 209 Draft Script: The first delivered version of a script which ordinarily will be a complete draft of the script in continuity form including full dialogue if required.
- 210 Dramatization: A script in dramatic form developed from work(s) not already in dramatic form, with the proviso that a dramatization by a writer of the writer's own work be classed as an original script.
- 211 Educational Use: For the purposes of this Agreement, educational use is use of a program in such a context as to provide learning opportunity aimed at the acquisition of improvement of knowledge or the enlargement of understanding of members of the public to whom such programming is directed and under circumstances such that the acquisition or improvement of such knowledge or the enlargement of such understanding is capable of supervision or assessment by an appropriate educational organization, by appropriate means. The intent of this provision is to ensure that all such uses, taken as a whole, are for the purpose of furnishing educational opportunities and not merely general entertainment.
- 212 Final Script: A final version of a script with individual scenes, full dialogue or monologue (including narration in connection therewith) and camera setups if required, provided however, that if the Authority desires any script to consist in part of suggested or indicated dialogue or action (so that an actor portraying a role may extemporize therefrom) such suggested or indicated dialogue or action shall be deemed to satisfy the requirement of "full dialogue" or "monologue".
- 213 Format: A format is a treatment for a series or serial.
- 214 Lecture: An academic or teaching program delivered basically by one person.
- 215 Narration: Means written material which may be read on or off camera and used to explain or relate segments or action.
- 216 Net Sales Revenue (Cassettes): The revenue received by the Authority from the sale of cassettes less manufacturing costs and retail distribution costs, if these costs have been met by the Authority.

- 217 One-Time Show: A program, intended for use as an entity and not as a program in a series or serial, as defined herein.
- 218 Outline: Material submitted in a mutually agreed form embodying an idea or ideas for a program, with suggestions for the development of the idea/ideas into a script.
- 219 Pilot Script: Means a script which is written as one of a projected series to enable the Authority to determine whether it will produce the series.
- 220 Polish: Minor improvements to the script which shall not include changes in the structure, addition or deletion of characters, alteration of plot, if any, or rewording of more than five per cent (5%) of the dialogue.
- 221 Producer: The individual or individuals designated by the Authority to be responsible for the production of a program within the terms of reference laid down by the Authority.
- 222 Program: A program is a produced entity either live or recorded by any means whatsoever.
- 223 Resource Materials Bank: Educational materials produced and collected for use by teachers, educational administrators and students in study, evaluation and experimental learning situations.
- 224 Script: Written material being the work of a writer in a format suitable for use in the production of a program.
- 225 Script Research: For the purposes of this Agreement, script research means the collecting and organizing of such material as is necessary to the writing of scripts and may include preparing background notes and questions. It is acknowledged that script research normally forms an integral part of the script writing process and that the writer's fee will cover normal research requirements.
- 226 Serial: A series of programs in which, generally, the same characters carry on a continuing narrative.
- 227 Series: A series of programs, each complete in itself, held together by the same title or identifying device or character or a personality common to all the programs in the group.
- 228 Talk: A non-dramatic monologue written by the person who is to deliver it.

- 229 Team: Two writers contracted by the Authority at the same time who have agreed to collaborate on a script or scripts. A team may consist of three such writers if they deliver to the Association a letter confirming their desire to work together as a team.
- 230 Treatment: Means a fully developed brief for a program that includes the objectives to be achieved, the full factual material to be included, an outline of the educational or pedagogical content, the completely developed outline for the characters (if any) that are to be included, together with the general plan or scheme by which these various elements are to be combined in the program.
- 231 Writer: A person whom the Authority has engaged or engages to write script material including adaptations, continuity, dramatizations, formats, lectures, research as defined in Clause 221, serials, series, talks, treatments, for the production of a program or programs.

ARTICLE 3 - GRIEVANCE PROCEDURE

- 301 Any complaint of a minor nature should be discussed, and settled if possible, at the time of its occurrence by the Association's authorized representative and the authorized management representative of the Authority. The Authority's representative shall be the producer or the producer's designate.
- 302 Any complaint which cannot be settled as provided in Clause 301 is a grievance whether it arises out of or in connection with the application of, or the interpretation of, this Agreement. A grievance must be submitted in writing to the Manager, Industrial Relations or other designated officer of the Authority or to the General Secretary of ACTRA or other designated officer as the case may be. A grievance shall be delivered as aforesaid within sixteen (16) 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. If the grievance is not to be considered settled by both parties, on the basis of this reply, the grievance shall within ten (10) calendar days of the date of the reply be referred to a grievance meeting of representatives of the Authority and the Association. The grievance meeting shall be held within fifteen (15) calendar days of the referral date. At the conclusion of this meeting, each party shall provide a written statement of its position, or the parties shall provide a joint written statement outlining the settlement.

- 303 In the event that a grievance is not to be considered settled by both parties as a result of the grievance meeting or by subsequent correspondence, either party may take the grievance to arbitration upon notice by registered mail to the Manager, Industrial Relations of the Authority at the Authority's head office or to the General Secretary of ACTRA at ACTRA's Toronto office. Notice of referral to arbitration shall be given within fifteen (15) calendar days of the grievance meeting.
- 304 Where the parties resort to arbitration to settle a grievance, the Arbitrator shall be any person who is mutually acceptable to the Manager, Industrial Relations of the Authority and the General Secretary of ACTRA; provided, however, that if the agreement cannot be reached on the appointment of an Arbitrator the appointment shall be made by the Chief Justice of the High Court of the Supreme Court of Ontario on the application of either party to the grievance.
- 305 At any step of the grievance procedure, time limits may be extended by mutual agreement, in writing, between the parties.
- 306 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 all persons affected by it. Such decision shall be implemented forthwith upon its receipt unless some other time for its implementation is provided for 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.
- 307 The expenses of the Arbitrator shall, unless otherwise directed by the Arbitrator, be borne equally by the Authority and the Association.
- 308 The parties to this Agreement agree that, during the term of this Agreement, the Association and/or its constituent organizations will not engage in or give permission to their members to engage in or permit a strike or cause a work stoppage, or direct or encourage other persons to refrain from accepting an engagement with the Authority or interfere in any way with the normal processes of engagement and production, and the Authority agrees not to refuse to engage members of constituent members of the Association because of their membership in the Association, or to interfere with the normal processes of engagement or production for such reason.

309 Non-Discrimination: The parties agree that any person(s), exercising his/her rights under this Agreement does so without prejudice to his/her relationship or fear of discipline by either of the parties to this Agreement, or its agents.

310 The Authority, the Association and its individual members agree not to discriminate against any writer in accordance with the Ontario Human Rights Code as it relates to matters of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, sex, age, record of offences, marital status, family status or handicap, or to discriminate against any writer on the basis of sexual orientation or political affiliation.

ARTICLE 4 - SPECULATION

401 The Authority and the Association 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 Authority and any writer whereby the writer shall write or prepare material, payment for which is contingent upon the acceptance or approval of the Authority, or whereby the writer shall, at the request of the Authority, 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 Authority. In the event that the Authority shall request a writer to write and submit material, such submission may not occur unless the Authority first makes a commitment with the writer for the writing of at least an outline **as** defined in the Agreement.

402 It is understood in this connection that nothing in this Article shall limit the submission of original material or prevent the Authority from discussing with any writer any ideas suggested by the writer, or by the Authority, or discussing with any writer any ideas or any material suggested by the Authority in order to determine the writer's thoughts and reaction 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.

403 When material has been voluntarily submitted by a writer to the Authority, 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 Authority.

ARTICLE 5 • COPYRIGHT

501 A writer shall hold the copyright in all materials furnished by the writer pursuant to an engagement, subject however to the Authority's exclusive right to use all such materials for the purposes, and on the terms and conditions of the said engagement, during its currency and during any period for which it is renewed. It is understood and agreed that all rights granted by any individual contract between a writer and the Authority shall ordinarily be in the form of a licence from the writer to the Authority.

502 Every writer shall provide the Authority at the earliest possible time with a written list of those materials included in the writing furnished as part of an engagement which are subject to, or suspected by the writer to be subject to, copyright interests belonging to one or more third parties. The Authority shall be responsible for obtaining all requisite clearance for any such materials included in the list so provided and for any copyright clearance in materials supplied by the Authority, but the writer shall be responsible for the clearance of all other copyright interests in the materials included by the writer in the material furnished.

503 Where the writer's claim to copyright is identified on scripts or copies of scripts supplied by the writer to the Authority, the Authority shall not reproduce copies of such scripts or any substantial portion thereof without also reproducing such copyright identification.

ARTICLE 6 • NOTICE TO WRITERS ENGAGED ON THE SAME MATERIAL

601 The Authority agrees to notify a writer, before engagement on any assignment of any other writer(s) previously engaged by the Authority who have been assigned to work on the same material and to include this information in the writer's contract.

ARTICLE 7 • SCRIPT ALTERATIONS

701 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, unless the writer is not available, the writer will be asked to do this work.

702 The Authority reserves editorial freedom to make script changes with regard to production and educational needs, subject only to consultation with the writer unless the

writer is not available and to any provisions in an individual contract which give a writer greater editorial control.

703 The writer may indicate in the script elective cuts for timing purposes.

ARTICLE 8 - CONTRACTS

801 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 have the right to the protection afforded by a written contract and that such contract shall be signed before the work begins on a commissioned script, and before any requested revision is begun, or before production begins, whichever is sooner, on a non-commissioned script.

802 All contracts with the writer shall specify and include a consideration of the rights of both parties with respect to the following:

- (a) ownership of basic rights;
- (b) delineation of rights purchased;
- (c) amounts to be paid for the rights purchased;
- (d) total fee for a completed script and/or services contracted for;
- (e) time limits relating to the rights or uses;
- (f) delivery dates for written material agreed upon;
- (g) credits;
- (h) script alterations.

803 Except in the case of writers engaged as a team (who are engaged on a single contract), when two or more writers are involved in the writing of a script, each writer shall have an individual contract with the Authority.

804 When a writer's contract cannot be continued at any state of development owing to a change in Authority policy, personnel or intent, one hundred per cent (100%) of the total contract fee shall be paid and any copyright held by the writer shall remain with the writer.

- 805 Within ten (10) working days after the Authority and the writer have agreed upon a fee, the Authority will offer the writer a contract, the terms and conditions of which shall not be in conflict with any part of this Agreement.
- 806 All contracts shall contain the information agreed upon between the Authority and the Association and which form part of Appendix A.
- 807 A copy of every contract between a writer (whether a member of any of the organizations in the Association or not) and the Authority shall be deposited by the Authority with the Association within five (5) working days of the execution of such contract.

ARTICLE 9 - WARRANTIES AND INDEMNITIES

- 901 In every individual contract between a writer and the Authority, the following clauses shall be, or shall be deemed to be, included, and such clauses shall be so included to the exclusion of any other warranty or indemnity dealing with matters of copyright, originality of material and the violations of the rights of third parties.
- (a) The Authority shall indemnify the writer against any and all damages, costs, and other legitimate expenses incurred by the writer as a result of any judgement, against the writer, of a Court of competent jurisdiction or any settlement authorized pursuant to sub-clause (c) hereof where such judgement or settlement arises from:
- (i) a breach by the Authority of the warranty contained in sub-clause (e) hereof;
 - (ii) infringement of copyright or other violation of the rights of third parties, with respect to any production using the writer's script or material, except where the claim or action resulting in the judgement or settlement arises directly from the script or material furnished by the writer, where the offending material was neither supplied to the writer by the Authority nor included by or upon the direction of the Authority;
 - (iii) any claim made, or action brought, against the writer with respect to the incorporation in any production of material supplied by or through the Authority;

- (iv) any change made by the Authority, with or without the consent of the writer, in material supplied by the writer;
 - (v) any artistic or other interpretation in the use of the writer's material, other than that specifically provided by the writer.
- (b) The **writer** shall indemnify the Authority against any and all damages, costs and other legitimate expenses, incurred **as** a result of any judgement of a Court of competent jurisdiction against the Authority, or any settlement authorized pursuant to sub-clause (c) hereof, where such judgement or settlement arises from the breach by the writer of the warranty contained in sub-clause (e) hereto, or from an infringement of copyright or other violation of the rights of a third party contained in a script or other material furnished by the writer, save where the offending material was supplied to the writer by the Authority, or included by or upon the direction of the Authority.
- (c) The party against whom any such claim is made or action commenced shall immediately upon receipt of notice of such claim or action notify the other party of the same, and shall provide full particulars, in writing, from time to time, as soon as they become available.

Such party shall diligently defend any such action, and the other party shall co-operate in assisting with the defence of any such action. The Authority shall, at the request of the writer, provide legal Counsel, chosen by the Authority, and proper Court disbursements for the writer, at the sole expense of the Authority. The Authority may employ the same legal Counsel for both itself and the writer, provided that if any conflict of interest shall exist between the Authority and the writer then the Authority shall provide to the writer, at the expense of the Authority, independent legal Counsel chosen by the Authority, if the writer so requests.

No such claim or action shall be compromised by, or settled by, either party without the consent, in writing, of the other party.

- (d) The pendency of any claim or action referred to in this article shall not entitle the Authority to withhold any monies due to the writer pursuant to the terms hereof and the terms of the writer's agreement with the Authority.

(e) The writer warrants that he/she will not knowingly incorporate in any script or other material he/she furnishes to the Authority any material, the production of which infringes upon the copyright of another, or violates any other rights of a third party.

The Authority warrants that it will not knowingly provide to the writer any material, nor include any material in any production employing the writer's script, which infringes the copyright of another or violates any other rights of a third party.

902 No individual contract between the writer and the Authority may waive the benefit and/or liability of the foregoing provisions of Clause 901, nor may it contain any term which is inconsistent therewith.

ARTICLE 10 • CREDITS

1001 The minimum requirements for credits are as follows:

On each program for which the writer is contracted, the Authority shall give a visual credit unless the writer notifies the Authority in writing prior to the final editing of the program that no credit is to be given. The writer may substitute a pen name, provided the Authority is notified in writing prior to the final editing of the program.

1002 Whenever the Authority excerpts script material for use in support materials, the writer shall be given a credit.

1003 The parties recognize that it is the responsibility of the producer to supervise the writing of the script and to suggest changes where warranted. Discharging such responsibility in and of itself does not entitle the producer to a credit as a writer.

ARTICLE 11 • OBLIGATIONS OF THE AUTHORITY

1101 Access to Studio: An accredited representative of the Association shall be admitted at any reasonable time to the place where a program to which a writer has contributed is in production, provided the permission of the producer has been secured.

1102 Assignment of Fees: Payment shall be made directly to the writer unless written authorization has been received by the Authority from the writer authorizing payment to a third party.

- 1103 Competence of Writer: The Authority assumes the risk of the professional, artistic and academic competence of the writer.
- 1104 The Authority agrees that a writer has the right to attend sessions at which production personnel are present in the production of a program based upon a 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.
- 1105 The Authority shall be entitled to broadcast, distribute and/or publish for advertising and promotional purposes, extracts from a writer's script provided that the writer's name is associated with the material so used, except when the duration of any extract does not exceed one (1) minute. Such extracts shall not exceed two hundred and fifty (250) words for publication purposes or a duration of two (2) minutes for broadcast purposes. If the writer has signed a contract for publication previous to the signing of a contract with the Authority, this provision may not be applicable.
- 1106 When making any payment to a writer, the Authority shall specify the program and the right(s) exercised for which payment is being made.
- 1107 Payment of all fees must be paid by prepaid first class mail within fourteen (14) calendar days of the due date as determined by this Agreement, except in the case where external circumstances temporarily intervene. No payments shall be contingent upon the acceptance or approval by the Authority of the writer's material.
- 1108 in the event that payment of fees is not made as provided in 1107 and the Authority has failed to make such payment within seven (7) days of receiving written notice that payment is overdue, the Authority shall pay a late payment charge of two per cent (2%) of the total gross fee for each thirty (30) day period or part thereof that payment is delayed beyond the expiry of the seven (7) day period.
- 1109 Non-Waiver of Rights: The acceptance by the writer of any payment shall not be deemed a waiver by such a writer or rights under this agreement.

1110 Independent Producer In the event of the Authority commissioning an independent producer to produce a program, the Authority shall require such producer to adhere to the terms, rates and conditions of this Agreement. The Authority shall notify the Association, prior to the commencement of the production, and provide the following information:

- (i) Name of Independent Producer
- (ii) Address
- (iii) Production Title(s)
- (iv) Contact Name at Production Company
- (v) Telephone Number

1111 CO-Producer: In the event of the Authority entering into an arrangement for a co-producer to produce a program or series the Authority shall notify the Association once there is an agreement in principle covering the co-production and provide the following information:

- (i) Name of the Co-Producer(s)
- (ii) Address(es) of the CO-Producer(s)
- (iii) Production Title
- (iv) Contact Name at Production Company
- (v) Telephone Number

1112 Stewarding Fees: In recognition of the need for administering the terms of this agreement to the mutual benefit of the Association and the Authority, the Authority **agrees** to contribute towards the cost of stewarding a sum equal to one half of one per cent of the **gross** fees of all writers within the jurisdiction of the Association. This sum will be remitted to ACTRA on the 15th day of each month in respect of the gross fees paid during the preceding calendar month.

ARTICLE 12 - CONDITIONS GOVERNING ENGAGEMENT

1201 Whenever the Authority wishes to engage a writer, a fee shall be negotiated and a contract signed before the writer begins work.

1202 The Authority may engage a writer to write a script, either a) **as** a whole, or b) by instalments as provided below.

1203 When the Authority engages a writer for a complete script in instalments, the contract fee shall be apportioned and paid as follows:

	Percentage of the Contract Fee
(a) on signing of the contract	10%
(b) on delivery of the outline	30%
(c) on delivery of the draft script	35%
(d) on delivery of the final script	25%

1204 When the Authority engages a writer to prepare a treatment, only the contract fee shall be paid in full on delivery of the treatment.

1205 When the Authority engages a writer to write a script by instalments based on an existing treatment, the contract fee shall be apportioned and paid as follows:

	Percentage of the Contract Fee
(a) on delivery of the draft script	60%
(b) on delivery of the final script	40%

1206 The Authority may terminate an engagement at the end of any instalments outlined in Clauses 1203 or 1205, in which case all rights of the writer in the work shall remain the property of the writer unless further development of such work proceeds under the terms of this Agreement.

1207 Should the Authority not wish the writer to proceed to the next instalment after the receipt of an outline or draft script, it shall notify the writer in writing of termination of the engagement within twenty-one (21) calendar days from the date of receipt of the outline or draft script and no payment for any further instalment under the contract shall be due or payable. When a decision to proceed or to terminate cannot be reached within twenty-one (21) calendar days, the Authority shall request permission from the Association to extend this time limit, which permission shall not be unreasonably withheld. Should the Authority not notify the writer in writing within twenty-one (21) calendar days and has not requested extension of the time period from the Association, it shall be deemed to have accepted the

outline or draft script and the writer shall at once proceed to the next instalment.

- 1208 The writer shall, if requested by the Authority, provide a polish of the final script, provided the Authority notifies the writer that it wants the polish with fourteen (14) days of the delivery of the final script. The polish shall not involve any substantial change in the story or structure or the introduction of any major characters or elements that have not been included in the script to this point. If the Authority has not requested a polish within fourteen (14) days of receipt of the final script, it shall be deemed to have accepted the final script.
- 1209 When the Authority acquires written material already in existence, it shall contract and pay a fee as if the material had been written for the Authority under the terms of this Agreement.
- 1210 It is agreed that subsequent to the delivery of the final script and polish, if requested, the Authority may request further revisions for which a fee to be negotiated between the Authority and the writer shall be paid.
- 1211 Where a writer originates, in an outline, treatment, format, draft script, final script, or pilot script, an idea for a program or series or serial, or for a character who subsequently appears on a program or on a series or serial on a continuing basis, and this origination can be established, further use by the Authority of the idea or character shall be subject to the approval of the writer (which approval shall not be unreasonably withheld). In the event of such further use, the writer shall be paid for each program or episode a royalty of not less than fifteen per cent (15%) of the original contract fee, the contract fee being understood to be the fee for a complete script, as outlined in Clause 1203. In the case of a series in progress, the Authority shall have the right upon payment of at least the minimum royalty provided in this clause to continue during that series to use any idea for the series or any continuing character originated by the writer.
- 1212 If the Authority wishes to engage another writer to prepare a script based on an outline, draft, or final script, the original writer of the outline, draft, or final script shall receive a royalty payment which shall be the subject of negotiations between the Authority and the original writer (it being understood that the original writer shall not unreasonably withhold consent to such contract), but shall not be less than twenty per cent (20%) of the writer's original contract fee, the contract fee being understood to be the fee for a complete script as outlined in Clause 1203.

The Authority agrees that no such engagement of another writer may take place until a contract for royalty payments has been executed between the Authority and the original writer. These royalty payments shall be in addition to all sums previously paid the writer for such outline, draft or final script.

1213 When a writer is engaged to prepare a script based on an existing outline, treatment, draft, or final script, the writer shall be paid a fee at least ninety **per** cent (90%) of that stipulated in Clause 1401 **(a)**.

1214 When the same writer is engaged to prepare additional scripts based on the pilot script, the fee may be subject to a discount of up to **ten** per cent (10%) of the rates stipulated in Article 14. In no case shall the cumulative discounts exceed the premium paid for the pilot script.

ARTICLE 13' - NON-COMMISSIONED SCRIPTS

1301 The Authority shall acknowledge receipt of a non-commissioned script within five **(5)** working days of receipt.

1302 The Authority shall give the writer written notification of its acceptance or rejection of the non-commissioned script within forty-five **(45)** working days of receipt.

1303 (a) If the non-commissioned script is rejected, notice of rejection shall be accompanied by returned script.

(b) If the non-commissioned script is accepted, as submitted, an offer to purchase shall be made.

(c) Should the Authority feel that the script might be acceptable after revision, the engagement for such revisions shall be governed by the provisions of Article 12 - Conditions Governing Engagement.

ARTICLE 14 - MINIMUM RATES

	4 Year Jan. 1/91	Use Jan. 1/32
1401 <u>Original material</u> <u>(including narration)</u>		
(a) <u>Writer contracted for</u> <u>complete script</u>		
Each five minutes of script, or portion	\$ 452.00	\$ 472.00
(b) <u>Writer contracted for</u> <u>script from existing</u> <u>treatment</u>		
Each five minutes of script, or portion	\$ 405.00	\$ 423.00
1402 <u>Material adapted</u> <u>(including narration)</u>		
(a) <u>Writer contracted for</u> <u>complete script</u>		
Each five minutes of script, or portion	\$ 391.00	\$ 409.00
(b) <u>Writer contracted for</u> <u>script from existing</u> <u>treatment</u>		
Each five minutes of script, or portion	\$ 405.00	\$ 423.00
1403 (a) <u>Prepared interview</u> <u>material and continuity</u> <u>= writing only</u>		
Minimum (to include two minutes of interview or continuity	\$ 173.00	\$ 186.00
Each additional minute	\$ 63.00	\$ 71.00

1407 Translation

A straight translation shall be paid for as for adapted material. (It is understood that the Agreement does not **apply** to a literal translation for non-broadcast use), A combined translation-adaptation or translation-dramatization shall be paid at the rate for the original material.

1408 Assigned Research

Where the Authority commissions a writer to do assigned research, the fee payable shall be negotiated between the writer and the Authority and a contract shall be signed before work begins. Unless the contract provides otherwise, payment of this contract fee for such assigned research delivered to the Authority shall vest in the Authority all rights therein of the writer in such assigned research in perpetuity. The minimum rate payable to writers by the Authority for such assigned research shall be:

	JAN.1/91	JAN.1/92
Half day	\$ 97.00	\$ 101.00
Full day	\$ 200.00	\$ 209.00

Where a member of an organization belonging to the Association who is not a writer as defined in Clause 229 is engaged to do assigned research, the above provisions shall nevertheless **apply** to such member.

1409 The rates specified in this Agreement do not include the preparation of auxiliary material related to a program, and where a writer's engagement includes an obligation to provide any such materials, an additional fee shall be negotiated therefore at the time the writer is engaged.

1410 Pilot Script

The rate for writing a pilot script shall be one hundred and fifty per cent (150%) of the applicable minimum fee.

1411 Meetings

Should the writer be required by the Authority to attend **more** than three (3) meetings to review material in connection with the script, the writer shall receive compensation at the rate of one hundred seventeen dollars (117.00) per half day or two hundred thirty-four dollars (**\$234.00**) per full day for time spent at any meeting beyond the original three (3) meetings.

1412 Series Format

When the Authority engages a writer to prepare a format for a series, the minimum fee payable shall be:

- (a) For a series of programs of fifteen minutes or less \$ 776.00
- (b) For a series of programs of thirty minutes or less \$1,552.00
- (c) For a series of programs of over thirty minutes Payable in multiple increments of fifteen minutes

1413 Program Treatment

When the Authority engages a writer to prepare a treatment for a program, the minimum fee payable shall be:

- (a) For a program of fifteen minutes or **less** \$ 518.00
- (b) For a program of thirty minutes or less \$1,036.00
- (c) For a program of over thirty minutes Payable in multiple increments of fifteen minutes

ARTICLE 15 - DISTRIBUTION RIGHTS AND RESIDUAL PAYMENTS

1501 The payment of at least the minimum applicable fee set forth in this Agreement shall entitle the Authority to:

- (a) broadcast or distribute in Ontario a program based on the script for educational use only for a period of four (4) years commencing from date of first broadcast or from a date no later than six (6) months from the date final payment for the script was due, whichever is the sooner;
- (b) the right during the term it holds the rights provided in 1501 (a) or any extensions or renewal thereof to acquire exclusive rights to broadcast or distribute outside Ontario a program based on the script for educational use only for a period of four (4) years from the date payment for such use is made.
- (c) renewal, territorial Step-ups and distribution fees shall not be payable on payments for assigned research or meetings.

1502 Modification for Broadcast in Another Language

When the Authority wishes to make major modifications in a program for use in Canada involving translation, dubbing or sub-titling (other than into a language of Canadian native peoples, which may be done without step-up), the following step-ups shall be paid to the original writer based on the original contract fee:

- (a) Translation for a new production 25%
- (b) Dubbing an existing program 15%
- (c) Sub-titling an existing program 10%

Before such translation, dubbing or sub-titling is undertaken the permission of the writer must be obtained, which permission shall not be unreasonably withheld. In all other cases, the above step-ups shall not be applicable.

1503 Festivals and Competitions

The Authority may enter its programs in festivals and competitions and authorize all uses ancillary and incidental thereto, without additional payment. However, if as a result it is proposed that any program be otherwise broadcast or used residual fees shall be contracted for and paid for in accordance with the conditions of this Agreement. The Authority shall provide the Association and the writer

1506 Distribution for Educational Use

(a) Canada

Should the Authority wish to distribute a program based on the script for educational use in Canada, it shall pay the writer at least **the following step-up fees** based on the contract fee for Ontario:

	% of Contract Fee	
	1st 4 year use period	2nd and each subsequent use
Each province, other than Ontario	6%	4%
Yukon Territories	3%	2%
North West Territories	3%	2%
CBC Northern Network	6%	4%
All Canada (cumulatively)	60%	36%
All Canada (if paid in lump sum)	50%	30%

(b) Foreign

Should the Authority wish to distribute a program **based** on the script outside Canada for educational use, it shall pay the writer the following step-up fees:

	% of Contract Fee	
	1st 4 year use period	2nd and each subsequent use
United States and its territories	25%	15%
United States - for use as 16 millimeter film in recognized educational institutions, to non-paying audience's only - subject to an additional 5% for all other uses except television network or an additional 15% for all other educational uses including television network	20%	12%
Each state of the United States	7 1/2%	4 1/2%
United Kingdom	15%	9%
All other countries	5% per country	3% per country
World use cumulatively, excluding Canada and the United States	40%	25%

(c) The Authority agrees to furnish **ACTRA** with a list, in April of each year, of all programs distributed outside Ontario. Such list shall indicate the program title: series and episode (where appropriate); the territory: the duration of the distribution.

1507 Distribution for Non-Broadcast Educational Use by Institutions

Should the Authority wish to distribute a program for non-broadcast educational use to an institution or department of

government, it shall pay the writer at least the following step-up fees based on the contract fee for Ontario:

- (a) a single institution anywhere in the world 3%
- (b) a department of the federal Government 3%

Distribution payments made under (a) and (b) are subject to the acquisition of rights under Clause 1501 or the renewal of rights under Clause 1505.

1508 Should the Authority wish to distribute a program based on the script to an "emerging nation", it may, as an alternative to the provisions of Clause 1506 (b) pay the writer a fee of at least four per cent (4%) of the gross fee received by the Authority, or a minimum of \$33.50. A list of emerging nations forms Appendix B of this agreement.

1509 Should the Authority wish to distribute a program based on the script for non-educational purposes, it shall, in place of the step-ups provided in Clause 1506, pay the writer a royalty fee based on the following formula:

- (a) Five per cent (5%) of the gross sale price of the program to each writer up to a maximum of ten per cent (10%). **Where** more than two writers are involved in a program, the ten per cent (10%) of the gross sale price shall be divided equally among them.
- (b) The Authority agrees to make such payments within a period of thirty (30) days of sale of such distribution agreement.
- (c) Should the Authority distribute a program for non-educational use, without charge or for a nominal fee, the parties shall meet and determine the fair market value of such distribution. The royalty fee payable to the writer(s) shall be based on such agreed fair market value.
- (d) **The** Authority shall have the right to re-edit a program for timing purposes. Where such re-editing affects meaning, intent, theme, characterization or plot development, the terms of Clause 1701 shall apply.
- (e) **The** Authority agrees to furnish **ACTRA** with a list, in April of each year, of all programs distributed for non-educational use. Such list shall indicate the program title; series and episode (where appropriate); **the** territory; the duration of distribution; and the gross sale price.

1510 Should the Authority wish to distribute a program based on the script as a cassette or similar compact device for public sale, it shall pay to each writer a royalty fee of five per cent (5%) of its net sales revenue from the sale of the cassettes, up to a maximum of ten per cent (10%). Where more than two writers are involved in a program, the ten per cent (10%) of the net sales revenue shall be **divided** equally among them.

As a non-returnable down-payment against such royalty, each writer shall receive, prior to distribution of such cassettes, a payment based on the writer's original contract fee, as follows:

Up to 750 cassettes	-	5%
751 up to 1500 cassettes	- a total of	10%
1501 up to 3000 cassettes	- a total of	20%
3001 up to 6000 cassettes	- a total of	30%
Over 6000 cassettes	- a total of	45%

The Authority agrees to furnish ACTRA with an annual list in April of each year showing programs distributed as cassettes under the terms of this clause, with the number of cassettes sold and the net sales revenue for each cassette program included in the information provided.

- 1511 (a) **Should** the Authority wish to take an excerpt from an existing program which includes the work of a writer for use in a composite program that summarizes or analyzes the same specific subject matter, the Authority shall have the right to use such excerpt in the composite program unless the writer's original contract precludes this, and shall deliver a notice to the writer before doing so. The fee payable shall be an amount based on the duration of the excerpt in minutes multiplied by the rate paid to the writer for the original work, calculated on a per minute basis.
- (b) Should the Authority wish to take an excerpt which includes the **work** of a writer from an existing program for any use not covered by this Agreement, it shall, before doing so, negotiate a contract with the writer. The minimum fee to be paid for such excerpt shall, unless otherwise paid for in the writer's original contract, be \$103.00 (effective January 1, 1991), or an amount equal to the length in minutes of the excerpt multiplied by the rate paid to the writer for the original program, calculated on a per minute basis, whichever is the greater.

(c) Reviews of program excerpts in a series are not excerpts for the purposes of this clause and are covered by the original fee.

1512 Discounts for Limited Regional Use

The Authority may discount a writer's contract fee as follows:

For use in the North West Region	25%
For use in the North East Region	25%
For use in the South West Region	25%
For use in the East Region	25%
For use in the South Central Region only	10%

Only one regional discount may be taken.

When a **program** is used outside the first region, a step-up fee amounting to the regional discount shall be paid. A discount must be taken at the time of the original contract or at the time of a renewal.

ARTICLE 16 - TRAVELLING AND TRANSPORTATION EXPENSES

1601 When the Authority directs a writer to travel more than twenty-five (25) miles from the writer's home, the writer shall, if transportation, accommodation and meals are not provided by the Authority, be paid:

- (a) Actual transportation expenses on scheduled carriers covering economy air or first class rail fare.
- (b) A mileage allowance of twenty-nine (29) cents per kilometre, increased to thirty cents (30) per kilometre effective July 1, 1991, where use of the writer's own automobile is authorized by the Authority. However, no writer shall be authorized to use a personally owned automobile on Authority business unless it is covered by Third Party Liability Insurance or at least \$1,000,000.00 or any greater amount as required by Ontario legislation.

Where a writer rents or leases an automobile at the direction of the Authority, the Authority shall **pay** all costs of renting or leasing for the authorized period of time.

- (c) All taxis, limousines or other transportation cost which the writer is required to pay, **supported** by receipts, where receipts are obtainable.
- (d) The reasonable costs of a single room in a hotel or motel for each twenty-four (24) hours in which the writer is required to be away from home, upon a documentation of such need and subsequent presentation of a receipt for such accommodations.
- (e) A per diem rate of forty-five dollars (\$45.00) to cover the cost of meals and miscellaneous expenses for each twenty-four (24) hour period. When partial days are involved, the per diem allowance shall be allocated as follows: eight dollars (\$8.00) for breakfast; eleven dollars (\$11.00) for lunch; sixteen dollars (\$16.00) for supper; and ten dollars (\$10.00) for miscellaneous expenses, to a maximum of forty-five dollars (\$45.00).

Effective July 1, 1991, the per diem rate shall increase to forty-seven dollars (\$47.00) for each twenty-four (24) hour period. When partial days are involved, the per diem allowance shall be allocated as follows: eight dollars (**\$8.00**) for breakfast; eleven dollars (\$11.00) for lunch; eighteen dollars (\$18.00) for supper; and ten dollars (\$10.00) for miscellaneous expenses, to a maximum of forty-seven dollars (\$47.00).

ARTICLE 17 - 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 18 - VACATION PAY

Any writer engaged continuously on a program series for a period of fifty (50) weeks shall be then entitled to two (2) weeks holiday with payment of minimum rates only for the programs which would normally be written within that period of holiday. However, such writer shall be entitled to only one such holiday period in the event of his engagement on two (2) or more programs series for a period of fifty (50) weeks.

ARTICLE 19

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and any dispute between the parties shall be determined by an arbitrator in accordance with Article 3.

ARTICLE 20 - INSURANCE AND RETIREMENT PLAN

- 2001 Insurance: The Authority shall contribute, for insurance purposes, an amount equal to three per cent (3%) of the gross fees paid to each writer **who** is a member of ACTRA.
- 2002 Retirement: The Authority shall contribute, for retirement purposes, an amount equal to four per cent (4%) of the gross fees paid to each writer who is a member of ACTRA.
- 2003 Deductions from Writers Fees: The Authority shall deduct, for retirement purposes, an amount equal to two per cent (2%) of the gross fees paid to all writer members and non-members except those who are members of OTF, OPSEU or a member of any faculty association comprising ACTRA.
- 2004 Non-Members: The Authority shall pay to ACTRA Fraternal Benefit Society an amount equal to seven per cent (7%) of the gross fees of each writer within the jurisdiction of this Agreement and who is not a member of ACTRA, including those designated as temporary members or probationary members, except those who are members of OTF, OPSEU or a member of any faculty association comprising OCUFA for disposition in such manner and for such purposes as may be determined in the absolute discretion of **ACTRA** Fraternal Benefit Society.
- 2005 All contributions, deductions and payments as 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 amounts shall be payable monthly on or before the fifteenth (15th) of the month following the earning of such fee.
- 2006 For the purpose of this Article, "gross fee" means fee for services and time provided to the Authority but exclusive of money paid to the writer by the Authority for expenses, such as per diem allowances or travel receipts **as** agreed upon,
- 2007 Insurance contributions will not be made on behalf of deceased persons. In this connection, it is agreed that the payment under Clause 2004 shall be four per cent (4%).

ARTICLE 21 - RISK INSURANCE

Where the Authority agrees that the writing assignment involves elements of high risk, it will, when requested in writing, pay reasonable documented cost of insurance up to a maximum **coverage** of \$50,000.00 applicable to the number of days such insurance is required.



ARTICLE 22 - NO UNDERMINING OF THIS AGREEMENT

The Authority agrees that the exclusions in this Agreement in respect of the jurisdiction of the Association will not knowingly be used by the Authority to undermine the rights of the Association and its constituent members in the matters covered by this Agreement.

ARTICLE 23 - EXTENSION OF THIS AGREEMENT

The Authority agrees that it will, during the currency of this Agreement, if requested to do so by the Association, give careful consideration to the inclusion of any additional organizations(s) which the Association may wish to include in the Consortium, for the purposes of this Agreement, but this shall not be construed as anything more than an undertaking to negotiate in good faith a possible amendment to this Agreement.

ARTICLE 24 - DURATION, TERMINATION AND RENEWAL

2401 This Agreement shall commence on ratification by the parties and shall remain in force until the 31st day of December 1992 and from year to year thereafter unless that, prior to the expiration date of this Agreement, either party desires to negotiate a new Agreement and gives notice in writing to the other party not less than ninety (90) and not more than one hundred and twenty (120) days prior to the expiry date of this Agreement. Notwithstanding the above, it shall be a condition that the duly constituted representatives of the adherents to the Agreement shall meet on or before ninety (90) days prior to the expiration date to exchange proposals.

2402 Notwithstanding the provisions of 2401 above, the minimum rates provided herein shall become effective as of January 1, 1991 for all contracts signed on or after that date.

2403 It is agreed that during the period of negotiations for the renewal of this Agreement, the provisions of the Agreement shall remain in full force and effect or until such time as either party gives not less than ten (10) days written notice to the other party of its intention to terminate the Agreement.

2180 YONGE STREET 2180, RUE YONGE TORONTO
 MAILING ADDRESS ADRESSE POSTALE CANADA
 BOX 200 STATION Q C.P. 200, SUCCESSION Q M4T 2T1

416-484-2622

Name / Nom _____ (the Writer) / (l'auteur) _____ Social Insurance No. / N° d'assurance sociale _____

Initiated Date / Date d'entrée en vigueur _____ ACTRA Membership No. / N° de membre de l'ACTRA _____
 Non-ACTRA Member / N'est pas membre de l'ACTRA
 OPSEU/SEFPO OCUFA/VAPUO OTF/FEO

Series Title / Nom de la série _____ Series Number / Numéro de la série _____

Program Title / Nom de l'émission _____ BPN _____

Producer / Producteur _____ Program Length / Durée de l'émission _____

Nature of Service / Nature du service _____

Payment / Règlement

Total Fee / Cachet total _____ (\$) Payable according to the following schedule: / (\$) à régler selon les modalités

Contract Phase / Phase du contrat	Fees / Cachet	Due Date(s) / Échéances
a) Signing of Contract / a) Signature du contrat		
b) Delivery of Outline / b) Livraison du synopsis		
c) Delivery of Draft Scripts / c) Livraison du scénario définitif ou		
d) Delivery of Final Script or Completion of Research / d) Livraison du scénario définitif ou achèvement de la recherche		


Additional Clauses / Clauses supplémentaires _____

Credit / Créditer _____

For TVOntario / Réserve à TVOntario _____

The foregoing, together with the clauses overleaf (which the writer acknowledges having read), shall constitute the entire Agreement between the Writer and TVOntario.
 Ce qui précède, ainsi que les dispositions énoncées au verso (que l'auteur reconnaît avoir lues) constituent la convention intégrale passée entre l'auteur et TVOntario.

_____ Date

 _____ Date

Accepted by / Approuvé par _____ Date

 _____

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT
TO BE EXECUTED THIS 13th DAY OF December 1991.

THE ONTARIO ASSOCIATION OF
ARTISTS AND EDUCATORS:

THE ONTARIO EDUCATIONAL
COMMUNICATIONS AUTHORITY

J. [unclear]
~~ALLIANCE OF CANADIAN CINEMA,
TELEVISION AND RADIO ARTISTS~~
W. [unclear] [unclear]
Maureen R. Penic

R. L. M. [unclear]
Stewart P. Droz

ONTARIO CONFEDERATION OF
UNIVERSITY FACULTY ASSOCIATIONS

[unclear]

ONTARIO TEACHERS' FEDERATION

ONTARIO PUBLIC SERVICE
EMPLOYEES' UNION

F. [unclear]

Appendix "B"

Emerging Nations

Afghanistan
Albania
Algeria
Andora
Aruba
Bahamas
Bangladesh
Barbados
Belize
Benin
Bermuda
Bhutan
Botswana
Burkina Faso
Burma
Burundi
Cameroons
Cape Verde
Central African Republic
Chad
Comoros
Curacao
Dahomey
Djibouti
Equatorial Guinea
Ethiopia
Fiji
Gabon
Gambia
Ghana
Gibraltar
Guam
Guinea
Guinea-Bissau
Guyana
Haiti
India
Indonesia
Ivory Coast
Jamaica
Kampuchea (Cambodia)
Kenya
Kiribati
Laos
Leeward Islands
Lesotho
Liberia
Madagascar

Malagasy
Malawi
Maldives
Mali
Mauritania
Mauritius
Mozambique
Namibia
Nepal
Niger
Nigeria
Papua New Guinea
Philippines
Rwanda
Sao Tome and Principe
Senegal
Seychelles
Sierra Leone
Somalia
Sri Lanka
Sudan
Swaziland
Tanzania
Togo
Trinidad & Tobago
Tunisia
Turks & Caicos Islands
Tuvalu
Uganda
Upper Volta
Vanuatu
Vietnam
Western Samoa
Windward Islands
Yemen
Yemen Democratic Republic
Zaire
Zimbabwe

APPENDIX C

JOINT POLICY

Between

THE ONTARIO EDUCATIONAL COMMUNICATIONS AUTHORITY

And

THE ONTARIO ASSOCIATION OF ARTISTS AND EDUCATORS

STATEMENT OF INTENT

The participation in Authority activities of professionals and experts in educational fields is essential to the Authority conviction that provisions of educational opportunities must advance in an environment characterized by mutuality of service and community of interest.

Such participation is an opportunity to advance the development of educational opportunities within the Province. These objectives are shared by professionals, experts and the Authority. Those invited to participate are approached as individuals and not as representatives, unless so stated.

The Authority's interest in these matters is to involve a broad spectrum of educational talent. Accordingly, it welcomes suggestions from people with whom it may work, from associations, ministries and other bodies.

GENERAL PROCEDURES, CONSULTANTS AND ADVISORS

This policy shall be published for responsible officers of associations, ministries and other bodies with which the Authority deals, in addition to the two parties to the Policy.

Invitations to individuals to participate in Authority work shall be in writing, and shall include a copy of this Policy. Similarly, notice of termination of engagement shall be in writing.

Upon written request by the Association, the Authority shall forward to the Association, in September and March of each year, lists of the names of consultants and committee members and the title of the project for members of any one of the organizations of the Association.

PROCEDURES, ADVISORY COMMITTEES

There are generally two types of advisory Committees.

1. Overview advisory committees. These include the Directors

Groups that examine priorities for the branches; Programmi Committees that advise re the needs of audience groupings, and Subject-Discipline Committees. The Ontario Teachers' Federation shall be invited to appoint a representative to all such committees dealing with pre-school, in-school and teacher education. The Ontario Confederation of University Faculty Associations shall be invited to appoint a representative to such committees dealing with the university community.

2. Project advisory committees. These are concerned with specific projects under development or consideration.

Authorization for the release of Committee members during regular and working hours shall be sought officially, rather than by individuals, through the responsible employer concerned.

Advance notice of meetings shall be sent to the Committee member and to the representative of the employer as required.

Advisory committees shall record and distribute minutes or reports to all Committee members unless the Committee decides otherwise.

Committee members shall be notified of the first telecast date of a series on which they advised.

All committees shall discuss and advise concerning objectives.

Project advisory committees ordinarily shall discuss and advise concerning specific curricular objectives for a series or a special program.

Committee members may be asked to respond informally and briefly to script ideas subsequently developed by the Authority.

An honorarium of \$50.00 per day shall be paid to a member of an advisory committee.

The Authority shall reimburse the member of an advisory committee for expenses. The Authority pays legitimate documented travel and out-of-pocket expenses (necessary overnight accommodation and meals).

The Authority will pay approved costs as follows: Economy air fare or first class train or **bus** fare from the place of departure and return (plus transportation to and from the airport or railway or bus terminal): or forty (40) cents a mile for travel by car.

Should the member of an advisory committee provide services within the jurisdiction of the OAAE/OECA Writer or Performer/Ed-

uator Agreement, a separate contract shall be signed under the provisions of the relevant OAAE/OECA Agreement.

PROCEDURES, CONSULTANTS

Consultants shall ordinarily be attached to a particular project. Their assignment may be derived from work by a project advisory committee, but their functions are considered to be more specific than those performed by advisory committee members. These functions are agreed upon in advance as part of a negotiation between the consultant and the Authority. The negotiation and the fee arrived at shall be confirmed by formal agreement.

The Authority shall have the right to use any copyright materials developed by a consultant in the specific program or program series concerned, but any copyright held by the consultant shall remain vested in the consultant.

Where the consultant's claim to copyright is identified on material supplied to the Authority, the Authority shall not reproduce copies of such material without also reproducing such copyright identification.

An honorarium of \$100.00 per day or \$50.00 per half-day shall be paid to a consultant.

The Authority shall reimburse a consultant for expenses. The Authority pays legitimate travel and out-of-pocket expenses (necessary overnight accommodation and meals).

The Authority will pay approved costs **as** follows: economy air fare or first class train or bus fare from the point of departure and return (plus transportation to and from the airport or railway or bus terminal); or the appropriate mileage rate as per Clause 1601(b) of the Agreement.

Should a consultant provide services within the jurisdiction of the OAAE/OECA Writer or Performer/Educator Agreement, a separate contract shall be signed under the provisions of the relevant OAAE/OECA Agreement.

RECOURSE PROVISIONS

Because of the interests shared by the Authority and the academic community, the Authority wishes to be particularly sensitive to all complaints that advisors and consultants may have.

A member of any one of the organizations of the Association may notify the Authority of any complaint which occurs as the result of an incident arising from the application of this policy.

Should the complaint not be resolved to the satisfaction of the

member, it may be brought to the attention of the Authority in writing, through the Association, and attempts will be made to resolve it at that level.

If the Association's and the Authority's representatives are unable to settle the complaint, it shall then be referred to the OAAE/OECA Joint Standing Committee, composed of four (4) representatives of the Authority and four (4) representatives of the Association, for solution.

A majority vote of this Committee shall constitute a decision.

Should the **vote** of the Committee result in a tie, the Committee shall forward a written statement of facts to the Chairman of the Authority and President of the Association member that normally represents the consultant, who shall **review** the complaint and jointly provide guidance to the Committee for final resolution.

APPENDIX D

The parties agree to meet during the term of this Agreement, at the request of either party, to discuss matters of mutual concern such as the distribution and use pattern and the type of original programming.

