



Information Bulletin

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Feature: Collective bargaining in 2009

Encouraging and facilitating collective bargaining in the arts and culture sector is at the heart of the Tribunal's work. In this Bulletin, we present summaries of recent scale agreements concluded under the *Status of the Artist Act* between certified artists' associations and producers in the Tribunal's jurisdiction.

This is part of our larger project of making information available to support the collective bargaining process. The summaries will also be available on our website, which already includes links to allow instant access to scale agreements. We'll add new links to agreements, and new summaries, as they become available.

The summaries are intended to provide quick overviews to help readers to identify areas they want to focus on in more detail by examining the actual agreements.

We invite artists' associations and producers to comment on the summaries, and we welcome suggestions as to how we might improve them.

Changes at the Tribunal

Appointment of 2 new members

Since our last Information Bulletin, two new members have been appointed to the Tribunal.

On October 1, the Honourable Rona Ambrose, Minister of Labour, announced the appointment

of Mr. Robert A. Beccarea as a part-time member of the Tribunal, for a term of one year.

Mr. Beccarea has over 27 years of experience in private law practice. In the course of his career, he has held many positions in the fields of law and community leadership, and has been an adjudicator, arbitrator and mediator. Mr. Beccarea has a Bachelor of Laws degree from the University of Western Ontario, and was called to the Bar of the Law Society of Upper Canada in 1972. He has also received advanced certification in mediation and negotiation from the Conflict Consensus Institute.

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On December 14, Minister Ambrose announced the appointment of Ms. Marie-Josée Castonguay as a part-time member of the Tribunal for a term of one year.

Ms. Castonguay has over 15 years of legal experience, specifically in labour law; commercial and banking law; and bankruptcy and insolvency. From 2006 until 2009, she served as a Legal Member of the Canada Pension Plan/Old Age Security Review Tribunals. A member of the Bar for the Province of Quebec, Ms. Castonguay has a Bachelor of Arts degree in Industrial Relations from the University of Montréal and a Bachelor of Laws degree from the University of Ottawa.

What is a scale agreement?

"Scale agreement" is defined in [section 5](#) of the *Act* and refers to a written agreement between a producer and an artists' association which sets out the minimum terms and conditions for the provision of artists' services and other related matters.

Scale Agreement Summaries

These summaries of recent scale agreements have been prepared by Tribunal staff. For each agreement, we've focused on things like the effective dates, whether it's a new agreement or a renewal, and noteworthy aspects of compensation and benefits. We welcome comments and suggestions.

Readers curious about the sectors represented by the artists' associations below can find out more on the [Certification Register](#) on our website.

Alliance québécoise des techniciens de l'image et du son (AQTIS) and National Film Board (NFB)

First Agreement: Effective April 29, 2009 and expires December 31, 2012. [23.01]

Application: Technicians who are "independent artists" hired by the producer in conjunction with the creation and production of an audiovisual recording. [2.01]

Compensation Adjustments: 2% yearly increase in all minimum salary scales on January 1st of each year. [23.02]

Pension and Insurance:

Contribution	Producer	Technician
Group RRSP	5 %	5%
Group Insurance	3%	2.5%
CPAT Fund	4%	n/a

[6.03]

Overtime: A technician receives overtime at an increased rate of 50% starting with the eleventh hour (if working a minimum of ten guaranteed hours) or after the seventh hour (if he works a minimum of five guaranteed hours); of 100% starting with the thirteenth hour; and at a rate of 200% starting with the fifteenth hour. Any hour which has not been remunerated in overtime is to be paid at an increased rate of 50% starting with the forty-first hour and the rate shall be increased by 100% after the sixty-first hour. [14.08, 14.09, 14.11]

A technician receives overtime at an increased rate of 50% when he works six consecutive days and he will receive an increased rate of 100% from the seventh consecutive day onward until he receives a day off. [14.12, 14.13]

Night Shift Premium: For any time worked between eleven p.m. and six a.m., the technician receives a premium of three dollars (\$3) per hour. [14.14]

Paid Holidays: Eight statutory holidays [18.01]

Meals: Breakfast \$15.00
Lunch \$20.00
Dinner \$27.00
Any additional meal: \$20.00
[19.01]

Travel: Amount equal to the travel policy allowance in force at the NFB. [17.13]

Directors Guild of Canada (DGC) and National Film Board (NFB)

First Agreement: Effective May 6, 2009 and expires May 5, 2012. [21.01]

Application: Independent contractors hired by the NFB to perform the function of director or first assistant director. [2.01]

Compensation Adjustments: 2% yearly increase in all minimum salary scales on June 5th of each year. [16.07, 16.13]

Pension and Insurance: The NFB pays 11% of the director or first assistant's gross fee to the DGC to be used for pension and insurance benefits. [18.01]

Meals: A per diem allowance at the rate and conditions applicable to an NFB employee. [10.01]

Travel: Amount equal to the travel policy allowance in force at the NFB. [10.01]

License of Right: All rights that the director may hold shall be granted in the form of a license of such rights to the NFB. Unless otherwise provided, an exclusive license is granted to the NFB in perpetuity and worldwide in all markets in any form whatsoever and via any medium. [5.01, 5.02]

Use Fees: The director shall be paid 3.2% of the distributor's gross revenue – all monies derived by the NFB or distributors in any manner from the distribution of the production – less 100% of the budget for the use fees. [19.02]

Secondary Use Payments: The agreement does not limit the director's right to collect the royalties owed to him and distributed by collective societies. [5.04]

Co-Production: The agreement applies to co-productions when the NFB's participation is a minimum of 40% of the total budget of the production even when the engager is a co-producer. [2.06]

Playwrights Guild of Canada (PGC) and Professional Association of Canadian Theatres (PACT)

Renewal Agreement: Effective June 30, 2009 and expires June 30, 2012. [Standard Clause Agreement (SCA), 7]

Application: Members of PGC. [SCA, 1] [The PGC is certified by CAPPRT to represent playwrights who are Canadian citizens or landed immigrants, with respect to works created in any language other than French for live performance in theatres subject to the *Status of the Artist Act*.]

Compensation Adjustments: Increase in fees for Theatre of Young Audiences 1.11% yearly on June 30, 2010 and 1.1% on June 30, 2011. [SCA, 4]

Pension and insurance: The theatre will contribute a minimum of \$150 or 3% of the fees or royalties, whichever is greater, to a group RRSP and will deduct a matching amount from the playwright's fees or royalties, up to a maximum of \$450 per contract for each party. [SCA, 5]

Rates and Conditions: The minimum royalty for premiere and commission contracts is 10% of the gross box office receipts and the minimum period of exclusivity for those types of contracts is 52 weeks. [SCA, 3]

Travel: The theatre will provide the most economical and mutually reasonable accommodation and travel when the playwright must attend a workshop, reading or rehearsal outside of his ordinary place of residence. [SCA, 26]

Participation Rights: The theatre and the playwright may agree to negotiate the theatres' right to receive a share of the playwright's earnings from royalties for a specified period of time. [SCA, definition]

Société Professionnelle des auteurs et compositeurs du Québec (SPACQ) and National Film Board (NFB)

Renewal Agreement: Effective July 24, 2009 and expires April 24, 2013. [10.01, 10.03]

Application: Lyricists, composers and lyricist-composers whose professional services are retained for a production. [2.01]

Compensation Adjustments: Average 2.5% increase for the first two years in all minimum salary scales on April 24 2010 and 2011. [5.04]

Pension and Insurance: The NFB pays a contribution of 11% of 50% of the fee to the SPACQ to be used for pension and insurance benefits. [7.02]

Copyright: The composer is the first owner of the copyright in the music and, on payment in full of the fee, will grant to the NFB an exclusive and irrevocable licence for the use and exploitation of the commissioned music in perpetuity, worldwide in all markets on any medium including the internet. [4.01, 4.02]

The licence granted under the scale agreement shall not alter the respective rights of a publisher and of the composer to receive and collect monies allocated and paid to them directly by societies whose purpose is to collect royalties for public representation or performance, communication to the public by telecommunication and reproduction of the musical work. [4.05]

Co-Production: The agreement and rates apply to co-productions when the NFB's financial participation is greater than 40% of the budget, where the co-producer is not a member of the APFTQ. [2.07]

Société des auteurs de radio, télévision et cinéma (SARTEC) and Ontario French-language Educational Communications Authority (TFO)

Agreement renewal: In effect from April 1, 2005 until March 31, 2010 (the agreement was signed in August 2009 and is retroactive to April 1, 2005). [21.2]

Extent of agreement: Authors retained to write French texts such as screenplays, adaptations, continuities, dramatizations, formats, conferences, research, soap operas, series, speeches, or synopses for the production of an episode, with exceptions such as TFO employees, specialists, students, etc. [1.1, 2.3]

Remuneration adjustments: Increase of 2% in the first 3 years and 3% the following 2 years. [10.2]

Insurance and pension plans: TFO pays to SARTEC Caisse de sécurité an amount equal to 8% of the gross fee paid to each author. In addition, TFO will issue a deduction of 2.5% of the gross fee paid to all SARTEC members. [19.1, 19.3]

Minimum fees: Upon payment of the fee, TFO may use the author's texts, in an unlimited manner, for 4 years—a period that may be renewed in consideration of additional payment. [10.1]

Travel: Travel is reimbursed according to TFO's travel policy. [12.5]

Author's rights: The author retains the rights to all the texts that he or she provides in accordance with the agreement, under the condition of TFO's exclusive right to use the texts for the purposes of the agreement. [4.1]

New media: Texts written exclusively for Internet use are paid for according to the regular fees; texts written for television can be reused

on the Internet upon payment of an amount equal to 10% of the original contractual fee and excerpts of five minutes or less can be used for 5% of the original fee. [Annex A, 1; 2; 3]

TFO can simultaneously broadcast online without having to pay the authors extra. [Annex A, 5]

The Association québécoise des auteurs dramatiques (AQAD) and Théâtre Associés inc. (TAI)

Agreement renewal: Effective from November 4, 2008 until November 4, 2013. [12.1]

Extent of agreement: Authors of original dramatic works in French and original dramatico-musical works in French for the stage or for public presentation of the work or its captation, as well as authors of French-language stage adaptations or booklets originally written in another language. [Preamble III]

Remuneration adjustments: On each anniversary of the signing of the agreement, fees are increased by a percentage equal to the increase of the Consumer Price Index for the province of Quebec, during the 12 months preceding the anniversary dates, not retroactively. [6.1]

Insurance and pension plans: The theatre keeps 2% of the fees paid to the artist as a contribution to the Caisse de sécurité des auteurs and on its behalf, the theatre contributes 7% of the amount of the fees (10% as of the first anniversary and 13% as of the second anniversary). [7.2, 7.5]

Travel and other fees: When an artist's travel distance from his or her place of business to the theatre is greater than 60 kilometres, the artist is entitled to an amount equivalent to the price of a ticket covering his or her travel by bus, unless the theatre asks the artist to use his or her car, in which case, the artist is entitled to \$0.35 per kilometre. [8.1, 8.2]

In certain circumstances, when the artist travels such a distance, the theatre will also cover accommodation costs of \$77.50 (\$80 beginning in the second year and \$82.40 beginning the third year), as well as a meal allowance of \$10 for breakfast, \$17 for lunch and \$24 for supper (these three amounts will increase by \$10 each in the second and third years). [8.6, 8.8]

Copyright: The theatre maintains exclusive rights to a text for the duration of the contract, so the artist cannot propose the project or any other application of the project, including applications outside the theatre, to a person other than the theatre that signed the contract, unless consent is obtained. [3.17, 3.18]

Union des artistes (UDA) and TVA Group Inc., TVA Productions Inc. and TVA Productions II Inc. (TVA)

Agreement renewal: In effect from March 16, 2009 until March 15, 2012. [1-4.01]

Extent of agreement: All persons hired by the producer as a performer and who fills one of the following roles: host, variety artist, guest performer, stunt performer, singer, chorus director, group leader, choreographer, columnist, comedian, commentator, assistant stunt performer, dancer, demonstrator, understudy, illustrator, interviewer, reader, master of ceremonies, puppet player, model, puppeteer, mime artist, narrator, panellist,

applicant, stand-in, cue-person and reporter. [2-1.01]

Remuneration adjustments: A new tariff schedule is introduced upon signing the agreement and the tariffs are increased on the 2 subsequent anniversaries. [8-0.00]

When the agreement expires, as well as each following year, the tariffs will increase according to the Consumer Price Index of Canada. [1-4.07]

Pension plans: TVA will pay an amount equal to 9% (9.5% in 2010 and 10% in 2011) into the Caisse de sécurité des artistes. In addition, TVA will issue a deduction equivalent to 2% of the artists' fees as their contribution to the Caisse de sécurité des artistes. [4-3.01]

Vacations: TVA contributes 4% of the fees to the Fonds-vacances COPAR. 12 days are recognized as holidays. [4-3.02]

Travel, accommodations and meal allowances: Travel is reimbursed at public transportation rates (bus, train, etc.) and the hours spent traveling are covered. TVA handles the formalities regarding accommodation and pays the artist a \$55 per diem every 24 hours; if TVA provides meals, the per diem is \$17. Each hour exceeding 24 hours is paid at a rate of \$4.08 up to \$55. [6-10.01, 6-10.02, 8-5.02]

When travel is less than 24 hours, TVA pays the artist \$8 for breakfast (\$8.50 in 2011), \$12 for lunch (\$12.50 in 2012 and \$13 in 2011) and \$17 for supper (\$18 in 2011). [8-5.04]

Co-production or subcontracting: TVA adds to its name that of the co-producer or the subcontractor and remains solidarily responsible with them for obligations within the agreement. [3-1.01]

New media: The parties have agreed on the ways of using and paying artists in a letter of agreement, for a 2-year experimental period. [Annexe L]

Paying the fee allows the TVA to simultaneously broadcast a program on the radio, on television or on new media without paying supplementary fees, but TVA cannot simultaneously broadcast a program produced for broadcasting on new media. [9-2.02]

Union des artistes (UDA) and TV5 Québec Canada (TV5)

Agreement renewal: In effect from November 16, 2009 until November 15, 2014. [9-1.01]

Extent of agreement: Any individual hired by TV5 or who occupies, for the provision of a service, one of the following roles: host, guest performer, variety artist, singer, chorus director, columnist, comedian, commentator, dancer, interviewer, reader, puppet player, model, puppeteer, mime artist, narrator, panellist, and presenter. [2-1.01]

Remuneration adjustments: A new fee schedule is introduced upon signature of the agreement and fees will increase by about 2% in the four subsequent anniversaries. [6-0.00]

When the agreement expires, and each subsequent year, fees will be increased according to the Consumer Price Index of Canada. [6-1.02]

Pension plans: TV5 will contribute an amount equal to 10% of the total paid to the artists to the Caisse de sécurité des artistes. Moreover, TV5 will issue a deduction equal to 2% of these

totals as part of their contribution to the Caisse de sécurité des artistes. [3-1.01]

Vacation: TV5 contributes 4% to the Fonds-vacances COPAR, totals it would have issued to the artists. 12 days are recognized as holidays. [3-2.01, 5-3.01]

Co-production or subcontracting: When TV5 acquires a program from a producer, it is responsible to the UDA for the resale rights, as per the agreement. [1-2.01, 1-2.02, 1-2.03, 1-2.04, 1-2.05]

All dubbing falls under the collective agreement for dubbing with UDA. [5-2.01]

New media: The parties agree on the conditions of use and remuneration of artists in a letter of agreement, as a 2-year pilot project. [Annexe E]

The talent fee payment allows TV5 unlimited use of all media, including new media, except VSD télé for one year. [6-2.03]

Alliance of Canadian Cinema, Television and Radio Artists (ACTRA) and National Film Board (NFB)

Renewal Agreement: Effective April 30, 2008 and expires April 30, 2011. [E101]

Application: Performers engaged by the NFB subject to the *Status of the Artist Act* to perform the functions described in the certification issued by the Tribunal, i.e., principal actor, actor, background performer, dancer, stunt performer, stunt co-ordinator, announcer, commentator, disc-jockey, host, narrator,

panelist, singer, variety principal, sportscaster or puppeteer [A101]

Compensation Adjustments:

3% yearly increase in all rates and fees [B1]

1% increase in NFB contribution to insurance (now 6%) [A3801]

1% increase in NFB equalization payments (now 12%) [A3805]

Overtime: After 8 hours in any one day or on the sixth consecutive day, the performer shall be paid 150% of his rate; after 12 hours or the 7th consecutive work day, he shall be paid 200% of his hourly rate. [A1201, A1202, A1203]

Meals: Breakfast \$15.00 (previously \$11.00)

Lunch \$20.00 (previously \$16.50)

Dinner \$30.00 (previously \$26.50)

[A1704]

Travel: Amount equal to the travel policy allowance in force at the NFB. [A1704]

New Media: Payment of 10% of the performer's net fees allows use on non-revenue-generating new media for 5 years; 15% allows 7 years' use. [B701]

Payment of 10% of the performer's net fees and 5% of the NFB's gross revenue from the production allows use on revenue-generating new media. [B702]

In the case of a production made specifically for new media, payment of the minimum fees entitles NFB to 1 year's use in new media. [B709]

Additional resources for analyses, scale agreements and other collective agreements

Federal

Human Resources and Skills Development Canada – Labour Department

http://www.hrsdc.gc.ca/eng/labour/labour_relations/

Negotech

Human Resources and Skills Development Canada's Workplace Information Directorate offers free on-line access to Negotech, its labour relations database. Negotech is a database of collective agreements from across the country, and also includes scale agreements pursuant to the federal *Status of the Artist Act*.

<http://www.hrsdc.gc.ca/cgi-bin/search/negotech/search-eng.shtml>

Labour Market Information

<http://www.labourmarketinformation.ca/>

Statistics Canada

<http://www.statcan.gc.ca>

Provincial

British Columbia

Ministry of Labour Bargaining Database

<http://www.bcbargaining.ca/>

Labour Relations Board – Collective agreements

<http://www.lrb.bc.ca/cas>

Alberta

Employment and Immigration Department

<http://employment.alberta.ca/SFW/166.html>

Manitoba

Manitoba Labour and Immigration –Labour Management Services

<http://www.gov.mb.ca/labour/labmgt/resbr/labrel.html>

Manitoba Labour Board

<http://www.gov.mb.ca/labour/labbrd>

Conciliation Services Branch

<http://www.gov.mb.ca/labour/labmgt/concilia/index.html>

Ontario

Ministry of Labour – Labour Relations

<http://www.labour.gov.on.ca/english/lr/>

Collective Bargaining Information Services

<http://www.labour.gov.on.ca/english/lr/services/index.php#agreements>

Québec

Ministère du travail

<http://www.travail.gouv.qc.ca/>

Corail

<https://www.corail.gouv.qc.ca>

New Brunswick

Post-Secondary Education, Training and Labour

<http://www.gnb.ca/0110/index-e.asp>

Collective Bargaining Research

<http://app.infoaa.7700.gnb.ca/gnb/Pub/EServices/ListServiceDetails.asp?ServiceID1=200768&ReportType1=All>

Collective Agreement Retrieval System

<http://www.snb.ca/e/6000/6500e.asp>

Nova Scotia

Department of Labour Workforce Development

<http://www.gov.ns.ca/lwd>

<http://www.gov.ns.ca/lwd/databases/>

Prince Edward Island

Department of Communities, Cultural Affairs and Labour

<http://www.gov.pe.ca/cca/index.php3?number=1002354&lang=E>

Newfoundland and Labrador

Labour Relations Agency

<http://www.hrle.gov.nl.ca/lra/>

Collective Agreement Information Retrieval System (CAIRS)

<http://labourcairs.gov.nl.ca/TOC.aspx>

United States

Department of Labor

<http://www.dol.gov/>

Department of Labor - Office of Labor-Management Standards

<http://www.dol.gov/olms/regs/compliance/cba/index.htm>

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Are you currently preparing a course or organizing a
conference on professional relations in the cultural sector?

Tribunal personnel are available to make presentations regarding the
Status of the Artist Act and the role, procedures and activities of the Tribunal.
