

THE FREELANCER & CBC – A GUIDEBOOK

This guidebook is a roadmap to help you better understand the CMG/CBC Collective Agreement relating to freelance issues. It was created by members of the Joint Committee on Freelancers, which includes representatives of the CBC, the CMG and working freelancers. (The terms of this committee are at Appendix G below). This guide includes:

- Articles pertaining to freelancers
- Commentary on each article
- Helpful advice on copyright, licensing and distribution
- Sample contracts

It is important to understand that this guide does not take the place of the Collective Agreement. In the event of an apparent contradiction between this document and the Collective Agreement, the Collective Agreement applies. While Article 30 of the Collective Agreement specifically addresses Freelancers, you might wish to familiarize yourself with the complete agreement.

There is additional information on freelance issues on the CMG website, which can be found at cmg.ca/freelancebranchhome.asp.

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OVERVIEW – FREELANCE CATEGORIES IN THE CBC/CMG COLLECTIVE AGREEMENT

Freelancers are an integral and valuable part of the CBC. There are four ways in which the CBC engages a freelancer; which category is appropriate depends in large part on the nature of the work being contracted:

- as a Technical Freelancer
- on a Freelance Specific Services contract
- as a Freelance Contributor
- as an Occasional Contributor

Rates of payment outlined in the Collective Agreement are minimum rates. Both the CBC and the freelancer have the right to negotiate compensation based on factors such as experience, complexity of work, required travel or meeting time, budgetary allowances, etc. It should be noted, however, that at no time may a negotiated rate be less than the minimums outlined in the Collective Agreement.

Categories:

Technical Freelancers are engaged for technical functions such as camera operator, raw recording, editor, lighting, set design and make up. They are hired by the day for a minimum rate as set out in the Collective Agreement.

Freelance Specific Service contracts are used when the CBC hires a freelancer to work on a specific program or program segment. Freelance Specific Service contracts allow the CBC to engage professional freelancers for specific projects. Typically, a Freelance Specific Service fee is negotiated based on the nature of the work and the rate is based on the rate equivalent to what an employee would be paid to do the same work. There is no fixed term or time period to this contract, but it helps both parties if deadlines are incorporated into the contract.

Recognizing that FSS contracts are for independent professionals, there are no deductions for income tax, CPP or EI, but they do show a deduction for union dues. There is no access to CBC benefit plans.

Freelance Contributors are engaged for specific assignments or deliverables such as a single interview, script & clip or documentary. There are deadlines but no set hours of work. Definitions of the various assignments and minimum rates payable are set out in Articles 30.5.9 and 30.5.10 of the Collective Agreement. Payments to Freelance Contributors do not include deductions for income tax, CPP or EI, but they do show a deduction for union dues. Freelance Contributors have no access to CBC benefit plans.

Freelance Contributors are the only category of freelancers engaged by the CBC who retain copyright in their work, and are therefore subject to the terms of the Copyright Act of Canada. The Act states that the independent “author” of any work owns copyright in the fixation of that work. Recognizing that the copyright ownership lies with the freelancer unless negotiated otherwise,

consideration must be given when selecting the licensing category for the contract (See Article 30.5.8 below).

Occasional Contributors are usually not paid for their contributions. This category includes politicians and members of the Armed Forces, game show participants and expert interviewees. Experts who appear on the CBC more than four times in a 12-month period are no longer considered Occasional Contributors and must be paid for subsequent appearances as a Freelance Contributor. It should be noted that politicians and members of the Armed Forces are never paid when appearing in their professional capacity.

New Media Ventures

When the CMG represents freelancers hired to work in new ventures or on new media platforms, terms and conditions for work categories that aren't set out in the Collective Agreement will be subject to discussions between the CBC and CMG. Any concerns that you may have with respect to a potential new venture should be addressed to your CMG representative.

The Independent Questionnaire

The Independent Questionnaire will assist in determining the freelancer's status in the eyes of the Canada Revenue Agency. Is the relationship between the CBC and the individual truly independent? For example, is an office provided by the CBC? Do you have a dedicated phone number at the CBC? Is your work largely completed with the CBC's direction and control? Is your main source of income generated through projects with the CBC?

Factors such as these determine the difference between an employee and an independent contractor. It is both your interest and the CBC's to be clear about the relationship, and to get it right. To that end, it may be necessary for both parties to complete the Independent Questionnaire together to determine the best fit. Remember, this document could prove valuable should the CRA decide to conduct an income tax audit in the future.

Article 30

FREELANCERS

(from the CMG/CBC collective agreement)

- *explanatory notes in italics*

30.1 Technical Freelancers

The Corporation may continue with its practice of engaging technical freelancers for functions such as mechanical, design, special effects, make-up, transmission and other technical functions.

Technical freelancers will be paid at a minimum daily rate of \$280 and union dues will be deducted and remitted. The parties shall meet within 180 days of ratification to discuss and resolve the ½ day rate.

Technical Freelancers shall be provided with a confirmation of services when engaged.

No other provisions of this collective agreement, including the balance of this article, will apply.

It should be noted that the ½ day rate will not be negotiated during the current agreement; therefore, Technical Freelancers are engaged at the full day rate, except where established practices prevail (eg. a half day travel rate in TV Sports).

This category includes the technical function of raw recording.

30.2 The Corporation may also engage persons for Freelance Specific Services or as Freelance Contributors.

30.3 Contracts

Subject to this Article, it is a principle of this agreement that all Freelancers and the Corporation shall have the right of protection afforded by a written contract and such contract shall be signed before the commencement of any assignment covered by this agreement. Where standard forms are used, the format of such forms will be agreed upon by the parties.

Two simple rules: A contract should be negotiated and agreed to before the commencement of work and, ideally, no work should begin without a contract.

The contract is a legal document. It sets out the deadlines, rates of pay, licensing rights, allowable expenses, etc. It protects both the freelancer and the CBC from disputes or misunderstandings. We strongly urge you to complete a contract prior to starting your work/assignment/project.

Standard computerized contracts are easy to fill out and can be sent by e-mail, therefore there is no reason to delay the contracting process. If, in rare circumstances, a contract cannot be generated or completed before the work begins, you should communicate expectations and understandings by e-mail, fax or telephone concerning length of contribution, payment, deadlines, licensing, etc. It is in everyone's interest to document this correspondence.

Should the terms of a contribution or assignment subsequently change (for example, if it is mutually agreed that a documentary or interaction will be longer than originally contracted for), both parties may mutually agree to amend the contract to reflect this new reality. For more information on the contracting process, please see Article 30.5.2.

Freelance Specific Services

30.4 Under Freelance Specific Services contracts, the freelancer will provide a deliverable for a specific identifiable program(s) or program segments or items within an individual program series. Such contracts will not have a term. Freelance Specific Services contracts shall be prorated at not less than the applicable minimum rate for similar work referred to in Article 54 (Classifications and Hourly Rates).

Freelance Specific Services contracts are used when the CBC hires a professional freelancer to produce a documentary, direct a drama or variety program, or deliver a specific product for a set fee. Often, the freelancer is providing a service as a member of a production team. Typically, these contracts have no fixed term, but there may be a deadline(s).

The CBC holds copyright to work created by the freelancer under a Freelance Specific Services contract. Freelancers hired under Freelance Specific Service contracts are paid not less than the minimum rate for similar work set out in Article 54 of the Collective Agreement.

Freelance Contributors

30.5 Freelance Contributors are engaged to work on specific assignments under 30.5.8 and 30.5.9. This clause will not be used to replace absent employees or for emergency purposes as defined under Article 27.5 (Employee Status – Temporary Employees).

30.5.1 Freelance Contributors, when engaged, will receive a rate of remuneration not lower than the basic fee provided for in Article 30.5.9 (see below).

Freelance Contributors are independent professionals hired to create and deliver a complete assignment. There are deadlines, but no assigned hours of work. Types of specific assignments include a documentary, a stretcher or an interview. The types of assignments and minimum payments are outlined in Articles 30.5.9 and 30.5.10.

Freelance Contributors do not work on “spec.” They are not asked to attend daily story meetings as part of the daily news pool (although they may be asked to attend a project meeting). They are not hired to fill vacancies on either a permanent or temporary basis; typically, persons hired for these reasons are engaged as temporary employees or other categories as set out in the Collective Agreement

30.5.2 Alternative Contracting Process

This clause applies only when the Corporation pays a fee to the Freelance Contributor.

a) The parties agree that in circumstances in which time, distance or production constraints make completion of a contract impractical before commencement of the work, the Corporation and Freelancer Contributor may, by mutual agreement, sign a Memorandum of Understanding which shall include a description of the assignment (topic, length, format/category, deadline), the agreed upon rate of pay and the ownership of copyright. Such memoranda may be executed by facsimile or electronic means. A copy of such memoranda will be provided to the Freelance Contributor. In such instances a duly executed written contract will be signed by both parties as soon as is practical after the commencement of work, but no later than five (5) working days after negotiation of the Memorandum of Understanding. This deadline may be extended by mutual agreement.

b) It is also recognized that some production circumstances may prevent completion of a written contract or Memorandum of Understanding prior to the completion of the work. In such cases both the person who assigns the freelance work and the Freelance Contributor are responsible for keeping accurate notes of any verbal agreement.

A Memorandum of Understanding is included at the end of this guide as an example of a document you could use when there isn't sufficient time to prepare and sign a formal contract.

30.5.3 Editorial Modifications

Where provisions for subsequent editorial modifications were not negotiated as part of the original contract, the following will apply:

a) The Corporation and the Guild agree that, with respect to work done by Freelance Contributors, the Corporation shall make best efforts to consult the Freelance Contributor with regard to substantial changes, modifications, additions or deletions affecting meaning, intent, theme, characterizations or other changes of a major nature. At the Corporation's discretion the Freelance Contributor may be contracted to do the work.

b) Where the Freelance Contributor does not make changes and holds unencumbered copyright: If the freelance contributor does not agree with the changes, he/she may refuse permission for the modified item to be broadcast.

c) Where the Freelance Contributor does not make changes and does not own copyright as described in b) above: he/she may elect to have his/her credit removed from the item. The Corporation will acknowledge the Freelance Contributor's original work, and indicate that this is an edited version.

This article deals with scenarios where the Freelance Contributor has completed the assignment according to the original contract and the CBC subsequently wishes to substantially change, modify or alter the item through deletions, additions or other changes. Ideally, the Freelance Contributor will agree to these editorial modifications and will be hired to make the changes as required. The CBC must make best efforts to consult the Freelance Contributor before any changes are made.

If changes are made without the Freelance Contributor's consent, when the freelancer owns copyright in the work, the freelancer has the right to withhold permission to broadcast the item. If the Freelance Contributor does not hold copyright and does not make the changes and does not agree with the changes, s/he can elect to have his/her credit removed, and the CBC will acknowledge that the piece is an edited version of the original work.

Any negotiated agreement concerning editorial modification other than the terms stated above should be included on the contract under "additional conditions."

30.5.4 Expenses

Subject to negotiation at the time of contracting, it is agreed that Freelance Contributors will be reimbursed for direct authorized expenses related to the performance of their assignment.

When negotiated, the CBC will pay the freelancer's expenses, provided that both parties clearly identify which expenses will be authorized – long distance phone calls, mileage, meals, hotel, taxi, parking, etc. The freelancer should keep all expense receipts for purposes of reimbursement by the CBC or to be used for tax purposes. If, during the course of the

assignment, the freelancer encounters unforeseen expenses that were not discussed and negotiated up front, the CBC must be informed immediately and the CBC's authorization must be obtained in order to qualify for reimbursement. The CBC is not obligated to pay for such expenses if prior authorization was not obtained.

30.5.5 Copyright Clearance

In the case of any freelance contribution which includes any material for which copyright is held by one or more third parties, the Freelancer shall provide sufficient advance notice to the Corporation of such third-party interests. The Freelancer and the Corporation will then negotiate which party will be responsible for obtaining and/or paying copyright clearance. If it is the Freelancer's responsibility, he/she shall obtain the appropriate clearances for the Corporation to exercise its rights under Article 30.5.8.

When a Freelance Contributor incorporates elements into his/her piece that are controlled by third parties (eg. music, movie clips, visuals, literary works, photos, artworks, etc.) permission for that inclusion must be obtained from the rights holder prior to broadcast, or the element cannot be included in the piece. Such permission may require that fees be paid. The freelancer must notify the CBC (through the assigning producer or delegate) in advance of the intended use of any material that might be or is under copyright to a third party.

Who seeks the clearances and who pays the fees, if required, must be clearly identified and agreed upon in writing by the freelancer and the assigning producer. In some cases, the CBC may wish to obtain the clearances, particularly if it has negotiated copyright in the contribution. In all cases, the freelancer must detail all third party material included, and notify the CBC, so that the CBC may carry out its own obligations to artists' collectives (eg. all music must be logged and submitted to SOCAN and its member societies).

In cases where it is mutually agreed that the freelancer will obtain the appropriate clearances, the freelancer may consult with the CBC before, and during, any clearance negotiations. Clearances must include all the rights set out in Article 30.5.8., and the freelancer must provide proof of these clearances in writing. Where the freelancer agrees to obtain a clearance and there is a fee to be paid, this cost may be incorporated into the negotiated fee for the contribution or authorized as an expense. If a clearance cannot be obtained, or the cost is deemed too high, that third-party material cannot be used.

30.5.6 Corporation Obligations to the CMG

After sincere efforts have been made by the parties to resolve a complaint, and prior to a grievance being filed regarding what services were contracted and which were performed, the Corporation will, upon the written request of a Guild staff representative, provide sufficient information to support that the work was done in accordance with the original services contracted for, where such information exists.

30.5.7 Speculation:

The Corporation and the Guild agree that Freelancers shall not be required to work on a speculative basis.

Nothing in this article shall prevent the Corporation from discussing with any Freelancer any ideas in order to determine the Freelancer's thoughts and reactions, and/or to determine the Freelancer's suitability for the assignment provided that such assignments shall be subject to the terms of this agreement.

Freelancers are not paid for discussing their thoughts and reactions to an idea, nor are they paid while discussing their qualifications to do the work. However, if a freelancer is asked to develop a detailed proposal, outline or draft, or if the freelancer is asked to attend a project meeting, the freelancer may negotiate a fee for the time and work involved.

30.5.8 Licensing

Each Freelance Contributor contract will set out the license negotiated by the Corporation.

1. License A:

The Freelance Contributor holds copyright in the contribution. The payment of at least the minimum rate as set forth in this Article shall entitle the Corporation to unlimited use of the contribution in question, in whole or in part, on all Current CBC Platforms, and the right to license and re-distribute the contribution, in whole or in part, to third parties, provided that the contribution originates from a CBC-branded program and is credited to CBC.

The Freelance Contributor shall be paid not less than the minimum rate.

When a Freelance Contributor is required to edit the material and attend for studio packaging of an item so that it is within 120% of its contracted broadcast length, a fine edit/final assembly premium of 25% of the minimum rate shall apply. Such fine edit premium is only applicable where identified in 30.5.9 (Minimum Rates) below.

The fine edit premium is paid when the freelancer edits the material him/herself, or is required to be in the studio while someone else does the edit, or when the freelancer is required to edit the clips to within 120% of the contracted length for final editing by someone else.

Use or re-use of the contribution on CBC platforms, other than the Current CBC Platforms, will be subject to discussion between the parties prior to introduction of the new platforms with consent for such use not being unreasonably withheld.

Current CBC Platforms includes the following:

- CBC Television, including English and French-language services, Newsworld, RDI and Country Canada
- Video on Demand
- CBC Radio, including English and French-language services, Radio 3, Radio Canada International
- Galaxie
- CBC.CA, radio-canada.ca and any CBC-branded internet site
- Satellite radio (when branded as CBC)
- Personal and Mobile devices such as cellular, MP3 players

According to the Copyright Act of Canada, the author of a work holds copyright in that work. Freelance Contributors own copyright in the product or 'fixation' they provide to the CBC, whether it is audio, visual or the written word. This ownership gives the freelancer the right to reuse that 'fixation' in other ways, such as selling it to another media outlet, posting it on a website or offering it as a podcast.

A note of caution: if the freelancer's work contains elements that are the copyright of another party (including the CBC), the freelancer's right to reuse and redistribute that work may be curtailed. Always respect the copyright of others.

Employees, on the other hand, do not own copyright in their work. Work created or performed by employees in the course of their employment with the CBC is owned by the CBC.

According to the Copyright Act of Canada, the copyright holder may assign copyright to another party or may enter into a licensing agreement to allow another party to use the material. The CBC-CMG Collective Agreement allows for both these scenarios.

License A gives the CBC the right to use the freelancer's product as many times as it wishes on any of its platforms as listed above, and to distribute the item to third parties as set out in Article 30.5.8. For instance, if a freelancer produces a documentary for CBC radio, it may also be broadcast on the CBC website. A condensed version of the documentary may be broadcast at another time (subject to the terms of Article 30.5.3 Editorial Modification, above). The documentary may be sold to a third party as part of a CBC-branded program, but License A does not give the CBC the right to distribute the freelancer's work in a non-CBC branded program. The Freelance Contributor continues to hold copyright in the piece.

2. License B:

The Freelance Contributor holds copyright in the contribution. In addition to the rights enunciated in License A above, the Corporation will have the right to exploit the contribution and license in whole or in part in non-CBC-branded and non-CBC-credited properties.

The rate for License B shall be no less than 10% of the minimum rate set out below in Rates and Categories. Where an "above scale" fee has been negotiated for License A, the premium for License B shall be based on the minimum rate unless otherwise negotiated between the Corporation and the Freelance Contributor.

The License B premium may be paid at the time of original contracting. If the Corporation originally obtained License A from a freelance contributor and subsequently wishes to obtain License B, the Corporation must negotiate payment with the Freelance Contributor. Such payment can be no less than 10% of the minimum rates set out below. Fine edit premium, if applicable, shall be calculated and paid on the minimum rate (i.e. – excluding the License B fee).

Where the Freelance Contributor's clear claim to copyright has been negotiated and is established and identified on scripts, copies of scripts, tapes, computer files or any other medium supplied by the Freelance Contributor to the Corporation, the Corporation shall not reproduce in any manner whatsoever such material or any portion thereof as it relates to merchandising (whether sold, rented or distributed as promotional material) without also reproducing and attaching thereto such copyright identification.

License B gives the CBC all the rights under License A, plus it gives the CBC the right to isolate the material from the original program and distribute/sell it independently. For instance, the CBC may wish to market a documentary or an interview clip independently from the program for which it was produced, or offer a collection of documentaries on a non-branded DVD for sale. If the CBC wishes to exploit the material specifically and independently from the original CBC-branded 'package' it will obtain License B. The Freelance Contributor continues to hold copyright in the piece.

For the CBC to obtain License B, it must negotiate with the Freelance Contributor. The minimum payment for License B is 10% above the minimum rates in the Collective Agreement but the parties may negotiate a higher rate of remuneration based on the value of the work. Note that a payment of 10% above the minimum rate under License A does not automatically entitle the CBC to assume the rights of License B. Whenever the CBC distributes a freelancer's work under License B, the freelancer's copyright in the material must be clearly identified.

3. Copyright:

The Corporation purchases copyright in the original contribution, which shall include all rights under the License A and License B and all other rights in and to the contribution.

The rate for purchase of copyright shall be subject to negotiation between the Freelance Contributor and Corporation. Fine edit premium, if applicable, is calculated and paid on the minimum rate.

When a Freelance Contributor assigns copyright to the CBC, the freelancer essentially transfers ownership of the material and all rights. The freelancer can no longer sell the item, include it on a personal website or prevent the use of an edited version by the CBC (subject to Article 30.5.3) There is no established or minimum fee for the sale of copyright; the freelancer and the CBC negotiate the fee in every case.

The sale of copyright in a 'fixation' does not include the idea, interviews, notes, etc., and does not prevent the freelancer from reforming the material into a completely new 'fixation' with all the rights of copyright.

4. Assumption

In the event the freelance contributor wishes to sell or assign copyright in the contribution to a third party, such sale or assignment shall be subject to the Corporation having the first right of refusal to purchase the copyright pursuant to the terms of paragraph 3 (Copyright) above. The Corporation will advise the freelance contributor within 10 business days of its intention. If the contribution is ultimately sold or assigned to a third party, such sale or assignment shall be subject to any outstanding License A or License B held by the Corporation and the third party must agree to assume any of the freelance contributor's obligations thereunder.

When the Freelance Contributor owns copyright in a contribution under License A and/or B and wishes to sell the copyright to a third party, the freelancer must notify the CBC before the sale. The CBC has 10 working days to decide if it would like to purchase the copyright itself. In situations in which two or more parties wish to purchase copyright on the material, the freelancer has the right to sell to the highest bidder.

If the freelancer assigns copyright to a party other than the CBC, that party must be made aware of and must respect all terms of License A or B granted to the CBC, such as the CBC's right to continue using that material on its own platforms.

30.5.9 Minimum Rates

Clause 30.5.9 applies to Freelance Contributors.

All rates in Article 30.5.9 and Article 30.5.10 are minimum rates. At no time may the CBC or the freelancer negotiate a rate of pay that is less than that outlined in the Collective Agreement.

To view the current rate tables, visit <http://www.cmg.ca/freelancebranchrates2005-9EN.shtml>

A. Radio Contributor Rates and Categories

Text

A contribution which is written by the Freelance Contributor for audio for presentation by another.

In this category, the words are composed by the freelancer but are voiced by someone else. This would include stand-alone text, promos or commentaries to be performed by someone else.

Presentation

A contribution which is presented by the Freelance Contributor from material that the contributor has prepared, but without interaction or the insertion of gathered material, i.e. interviews, background sound, etc.

In this category, the freelancer writes and presents his/her own work. There is no interaction with anyone else – no other members of a panel, no interviews, no taped material inserted by the freelancer. This category would include a commentary or a promo written and performed by the freelancer.

Interaction

A Freelance Contributor who is interviewed by someone else, or takes part in a panel discussion. There is no insertion of material gathered by the Freelance Contributor.

The freelancer participates in an on-air discussion. The fee schedule is based on the amount of time the freelancer will be on air and allows for a certain amount of preparation time prior to broadcast. For instance, an interaction of 15 minutes on the air includes one hour of behind-the-scenes preparation work. An interaction of 60 minutes on the air includes four hours of preparation work. This allotted prep time cannot be used as on-air time. If additional prep time is required, the freelancer will be paid per hour based on the “additional work time” rates in the Collective Agreement.

This category anticipates that a Freelance Contributor may need to do adequate research before going on air (even when the scripted material for the interaction is written by someone else). For instance, a legal expert may need time to review a judgment before talking about it on the air, or a freelance reporter may need to make some phone calls before talking about a story on the air.

Freelancers are paid for the duration of the segment/program to which they are contributing. For instance, if the freelancer is periodically asked questions throughout a 30-minute program, payment is based on the total air-time and not on the sum of actual speaking time.

If the freelancer includes recorded material the work no longer falls within this category but may be contracted as an Interaction & Clip or Documentary.

Narration

A Freelance Contributor who reads from material prepared and/or created by others.

This contemplates a situation in which a host is engaged to read a story on the air or a freelancer is hired to narrate a documentary written by someone else. There is no interaction with others and no additional recorded material provided by the freelancer. The freelancer does not edit the recorded material.

Single Interview

The services provided shall include the gathering of material, research, preparation of script and interviewing, conducted at one place and one time, and may include rough or fine editing, as agreed.

This category is for situations in which the freelancer is assigned to conduct a recorded interview that will be broadcast later. The interview takes place at one time and in one place with one interviewee. The freelancer does the research as needed, writes a script as needed and conducts the interview.

The item may be assigned in two ways: raw tape or edited tape. If the producer requests raw tape, the freelancer conducts the interview to the specified time and does not edit the recording. The rate paid to the freelancer is based on the length of raw tape requested. There is no fine edit premium.

If the producer requests an edited interview of a specific length, the freelancer conducts the interview and edits the material to the requested length. Payment is based on the length of the final edited product; the fine edit premium is paid.

If the freelancer is hired to record raw unedited material in which there is no interaction (such as a speech or a musical performance) the freelancer will be contracted under Article 30.1 Technical Freelancers.

Streeter

A series of interviews on a single topic. May include rough or fine editing, if agreed. Fees based on contracted length, not on the number of interviews.

This category differs from a Single Interview in that there are multiple impromptu interviews that may take place in different locations and at different times. If it is agreed that the freelancer will edit the recorded material into a cohesive package, the fine edit premium is paid. The freelancer does not mix sound elements such as music or natural sound (other than sounds that may be in the background of the interview). If the freelancer is requested to mix these extra sound elements, the item should be contracted as a Documentary.

Script & Clip/Interaction & Clip

A Freelance Contributor who provides a clip or clips, raw or edited, to be aired/published/posted plus (a) script to be presented by another or (b) writes and presents script or (c) is interviewed.

NB: “Script & Clip/Interaction & Clip” may be up to ten (10) minutes in length and contain no more than three (3) separate interviews. No more than one sound element other than incidental sound may be used, and the Freelance Contributor is not responsible for the selection of music or effects. If the terms of this definition are exceeded then the item shall be considered a Documentary Feature.

The category covers situations in which the Freelance Contributor provides recorded material and a script, and may participate in the broadcast. If the clips are edited by the freelancer, the fine edit premium is paid. This category recognizes the similarity between a long and multi-faceted Script & Clip/Interaction & Clip and a Documentary.

Documentary

A contribution packaged and mixed with multiple audio elements.

If the freelancer packages the item, the fine edit premium is paid. If the freelancer is required to be in studio while the item is edited and packaged by someone else, the fine edit premium is paid. If the freelancer isolates the clips and sound elements to within 120% of the contracted length for packaging by someone else, the fine edit premium is paid.

Syndication

This category is for those instances in which a Freelance Contributor is interviewed many times on the same subject by different interviewers within the same day. For instance, an expert on West Nile Disease is interviewed on this subject by 10 different morning show hosts. Or, a freelance reporter, at a political protest, is interviewed for his/her observations of the protest by the hosts of 5 different afternoon shows.

The minimum rate is composed of a base rate plus a step-up for each additional interview. This recognizes that although each interview is slightly different, the basic material and the research involved are the same for each. It is intended that the interviews should be completed during the same day. Interviews that are conducted over more than one day, on the same subject, should be contracted starting with the base rate for each day with the number of interviews factored in.

B. TV Contributor Rates and Categories

Text

A contribution which is written by the Freelance Contributor for audio and/or video for presentation by another.

In this category, the words are composed by the Freelance Contributor but are voiced by someone else. This would include text or promos performed by someone else.

Presentation

A contribution which is presented by the Freelance Contributor from material that the contributor has prepared, but without interaction or the insertion of gathered material, i.e. interviews, background sound, etc.

In this category, the freelancer writes and presents his/her own work. There is no interaction with anyone else – no other members of a panel, no interviews, no taped material inserted by the freelancer. This category would include a commentary or a promo written and performed by the freelancer.

Interaction

A Freelance Contributor who is interviewed by someone else, or takes part in a panel discussion. There is no insertion of material gathered by the Freelance Contributor.

The freelancer participates in an on-air discussion. The fee schedule is based on the amount of time the freelancer will be on air and allows for a certain amount of preparation time prior to broadcast. For instance, an interaction of 15 minutes on the air includes one hour of behind-the-scenes preparation work. An interaction of 60 minutes on the air includes four hours of behind-the-scenes preparation work. This allotted prep time cannot be used as on-air time. If additional prep time is required, the freelancer will be paid per hour based on the “additional work time” rates in the Collective Agreement.

This category anticipates that a Freelance Contributor may need to do adequate research before going on air (even when the scripted material for the interaction is written by someone else). For instance, a legal expert may need time to review

a judgment before talking about it on the air, or a freelance reporter may need to make some phone calls before talking about a story on the air.

Freelancers are paid for the duration of the segment/program to which they are contributing. For instance, if the freelancer is periodically asked questions throughout a 30-minute program, payment is based on the total air-time and not on the sum of actual speaking time.

If the freelancer includes recorded material the work no longer falls within this category but may be contracted as an Interaction & Clip or Documentary.

Videojournalist Contribution

A journalistic contribution which has been researched, gathered, shot, packaged and presented for television programs. A Videojournalist contribution may be based on a script prepared by a Videojournalist and may include interview(s) conducted at one or more places, and may include rough or fine editing, if agreed.

The Collective Agreement sets out a minimum rate for an item of 3 minutes or less. For longer items, the freelancer and the CBC must negotiate a fee based on the time required and the level of complexity of the finished product.

CBC.CA Contributor Rates and Categories

Text

A contribution which is written by the Freelance Contributor to be read online by the public.

The freelancer writes material to be read on-line. This would include, for example, reportage, feature writing, news briefs and promos.

30.5.10 Photographs

When a freelancer shoots a photograph as part of the contribution, the fee for each photograph(s) used and/or published will be:

This category addresses situations where a freelancer is asked to take photos of an event as part of an on-line contribution.

0.5.11 Kill Fees

The following fees may apply only in cases where full payment is to be made upon completion of the Freelance Contributor's work:

If, during any time of the production of the work, the Corporation determines that the idea is not feasible or possible, the Corporation agrees to pay the Freelance Contributor a minimum of twenty per cent (20%) of the full contract amount. Nothing in this article shall preclude the parties from negotiating a greater percentage of the full contract amount.

In the event the Corporation decides not to use a contribution after the Freelance Contributor has completed it according to the specifications agreed to by the parties, the CBC will pay 100% of the contracted fee. However, no pyramiding of payments or double payments are allowed under this clause.

Sometimes, through no fault of the Freelance Contributor or the CBC, a project doesn't pan out. This clause entitles the Freelance Contributor to a minimum payment of 20% of the full contract amount. A higher fee may be negotiated, depending on the stage of completion of the contribution at the time of notification of cancellation by the CBC. In other words, if the project is cancelled in the early stages of work, the freelancer receives 20% of the fee. If the project is cancelled in later stages of the project, the kill fee should reflect the percentage of work completed.

If the Freelance Contributor has completed all of the work according to the contract specifications, and the CBC decides for whatever reason not to use it, the CBC must pay 100% of the fee. No pyramiding or "double dipping" of fees is allowed; the Freelance Contributor cannot receive payment for the item as well as the applicable kill fee.

**30.6 The following Articles do not apply to:
Freelance Specific Services/Freelance Contributors**

Article 5	Corporation Seniority
Article 11	Discipline
Article 12	Outside Activities
Article 16	Dispute Resolution and Grievance Procedure, except as in Article 30.7
Article 17	Local or Regional Joint Committees
Article 18	National Joint Committee
Article 27	Employee Status
Article 28	Part-time
Article 29	Probation
Article 33	Assignment
Article 34	Producer's Authority and Responsibility
Article 35	Foreign Correspondents
Article 36	Posting of Vacancies
Article 37	Hiring and Promotion
Article 39	Performance Management and Staff Development
Article 40	Improvement Plan
Article 44	Workload
Article 45	Transfer and Relocation
Articles 46-50	Workforce Adjustment Articles
Article 51	Severance Pay at Retirement
Article 52	Retirement
Article 53	General Salary Provisions
Article 55	Job Evaluation
Article 58	Work Week and Days Off
Article 59	Meal and Break Periods
Article 60	Overtime
Article 62	Alternate Work Arrangements
Article 63	Scheduling/Posting of schedules
Article 64	Holidays
Article 65	Turnaround
Article 66	Callback
Article 67	Shift differential
Article 68	Annual Leave

Article 69	Parental Leave
Article 71	Leave With/Without Pay
Article 72	Special Leave
Article 74	Jury Duty
Article 75	Leave for Military Service
Article 76	Injury on Duty
Articles 78-84	Benefits Articles

Freelance Contributors and Freelance Specific Services Contractors are not employees and many articles in the Collective Agreement do not apply. Unlike employees, freelancers are exempt from any restrictions on their outside activities. Freelancers can work wherever they want without notifying the CBC, except as noted below.

If a freelancer is engaged on a Freelance Specific Services contract, the CBC may ask for “first call” on services during the life of the contract. If the CBC wants to limit a freelancer’s ability to work with certain competitors, in certain markets, in certain industries, or on certain projects, or wants some element of exclusivity, the parties should negotiate accordingly and the contract should reflect such agreement.

The CBC might seek to impose a restriction of this nature if the freelancer is a recognized on-air personality who is identified with the CBC. For example, a well-known personality might be asked not to endorse products without prior agreement, or not to undertake public appearances that could conflict with the CBC’s interests. Even then, the restriction of a freelancer’s outside activities is not arbitrarily or capriciously imposed.

Please note: Technical Freelancers are covered by Article 30.1 alone, no other provisions of this Agreement, including the balance of the article, apply.

30.7 Grievance Procedure

Grievances under Article 30 (Freelancers) shall only relate to questions of terms of engagement, or payment, as specifically outlined in the language of the contract related to the specific item.

Freelancers are entitled to pursue grievances on matters related to their terms of engagement and payment. This includes disputes over the type of contract, the category under which the item falls (single interview, documentary, etc), licensing and copyright, editorial modifications and fees.

The grievance procedure is set out in Article 16. Close attention should be paid to the time limits set out in this article. A complaint must be made within 20 business days of the offending event. If there is no resolution within the next 20 business days, a grievance may be filed within 10 business days. Grievances must be filed in writing on a grievance form, which appears in the Collective Agreement as Appendix Q.

The initial complaint within 20 business days of the offending event should be made to the supervisor or manager of the project. If the freelancer is unsure who that person is, or if there is difficulty in filing the complaint to the appropriate person, please contact a member of the location CMG or the main CMG office in Toronto for assistance.

The CMG and CBC have established the Joint Committee on Freelancers to deal with disputes in the hope that the issues can be resolved to mutual satisfaction (see Appendix G below). From time to time, the Joint Committee on Freelancers may take carriage of a grievance in order to resolve the issue.

Article 31
OCCASIONAL CONTRIBUTORS

31.1

Individuals (both members and non-members of the CMG) who are paid for occasional contributions shall be paid in accordance with the freelance rates outlined in Article 30 (Freelancers).

31.2

Additional work that is authorized and performed outside of a CBC employee's shift will be compensated in accordance with the overtime provisions of the collective agreement. No pyramiding or double payments are permitted under this article.

31.3

Appropriate dues shall be paid to the CMG regardless of whether or not the contributor is a member of the bargaining unit.

31.4

The following occasional contributors will not receive payment:

- a. A political figure taking part in a program on government affairs, persons holding or candidates for public office.
- b. A member of the Armed Forces of Canada when appearing in any program primarily for the purpose of describing military ceremony or for the purpose of recruitment, education or information relating to the Armed Forces.

31.4.1

The following occasional contributors do not require payment. If payment is given, the provisions of 31.1, 31.2 and 31.3 will apply.

- a. A member of the public appearing incidentally as part of a public event or of a studio audience or as a participant in an open-line broadcast.
- b. A participant in a broadcast of any religious service.
- c. A student participating in an educational broadcast.
- d. Persons appearing as themselves on a broadcast produced in cooperation with a school, college, university, or educational organization.
- e. Children under sixteen (16) years of age appearing as themselves.
- f. The person who is the subject of the actuality and is interviewed as such.
- g. A contestant participating in a quiz program or program game, provided that such a contestant is not rehearsed to develop an individual characterization.
- h. Non-professionals appearing as part of local community affairs, historical re-enactments, county fairs and similar events on location, of which the Corporation is not the prime producer.
- i. Any person who, in accordance with his/her occupation or status, takes part in a program as a lecturer, public services information officer, or designated spokesperson for an organization.
- j. Any person working within the jurisdiction of another bargaining agent, which has an agreement with the Corporation.

- k. A person who is interviewed as a guest or who is a guest on a panel, except as described in Article 31.4.2.

31.4.2

A person who is not a member of the bargaining unit, but is a recognized specialist, will not require payment until he/she has made four (4) appearances in any twelve (12) month period on a program or program segment on his or her specialty.

Occasional Contributors are not generally paid to appear on the CBC. However, with the exception of politicians and members of the Armed Forces, who may never receive payment, Occasional Contributors may negotiate with the CBC to appear for a fee.

If a payment is made, it must be no less than the minimum rates for Freelance Contributors. This principle applies to honorariums. In other words, the Occasional Contributor cannot agree to a lesser fee, and the CBC may not offer a lesser fee, than is stipulated in the Collective Agreement for that category of work. If certain freelancer expenses are to be paid by the CBC (such as mileage), payment will be handled as an expense over and above the fee.

If an Occasional Contributor is a recognized specialist, s/he may appear on the CBC four times within a 12-month period without payment. Experts who appear on the CBC more than four times in a 12-month period must be paid for subsequent appearances. This recognizes the principle that after four appearances the contributor is no longer "occasional" and should be treated as a Freelance Contributor.

APPENDIX G: JOINT COMMITTEE ON FREELANCERS

The parties agree to continue the standing joint committee to deal with matters uniquely related to the freelance workforce.

The Corporation commits to ensure every engagement has a written contract.

Without limitations, the Corporation will be responsible for the development of processes to ensure producers (or anyone who engages a freelancer) have an adequate understanding of the contract process.

The committee will consider training needs in keeping with the training provisions of the Collective Agreement, limited to available funds.

The committee will also work to ensure that the Freelance Contributors are properly contracted, as well as being properly compensated as per the terms of the collective agreement.

The committee may develop packages to ensure freelancers get all the information they require when entering into a relationship with the Corporation.

The committee will be co-chaired and consist of no more than four (4) individuals from each of the Union and the Corporation.

The committee will meet no more than three times a year.

The Joint Committee on Freelancers was established to ensure the articles of the Collective Agreement that pertain to freelancers are enforced and interpreted consistently at CBC locations across the country, and to discuss and resolve disputes and issues that may arise. Representatives of CBC management and the CMG Freelance Branch sit on this committee. They recognize that many producers and freelancers are not intimately acquainted with the freelance articles and may, out of ignorance or other factors, misapply the terms of the Collective Agreement when drawing up a contract or carrying out the work. While many issues can be resolved through this ongoing dialogue, those issues that cannot be resolved may have recourse through the grievance procedure and/or arbitration. However, all parties recognize that it is preferable, whenever possible, to resolve issues at this committee level.

APPENDIX Q: GRIEVANCE FORM



GRIEVANCE

Location and Grievance Number

Name of grievor(s)	
Supervisor / manager	
Department	

Date of incident	
Date of discussion with supervisor/manager	

Dispute Resolution Process (DRP) Information		
Date of 1st DRP meeting	Date of 2 nd DRP meeting	Date of any additional meeting, if applicable
Is statement of facts from the Dispute Resolution Process attached? Yes <input type="checkbox"/> / No <input type="checkbox"/> - If No, explain:		

Article Number(s) Involved

Grievance Information	
<p>Issue/incident giving rise to the grievance <i>(If statement of facts from Dispute Resolution Process is not attached, provide all necessary details including dates, times, names of individuals involved, etc. If necessary, attach additional page)</i></p>	
<p>Specific remedy sought <i>(Provide as much detail possible)</i></p>	
Grievor(s) Signature	Date
Union Representative Signature	Date

RESTRUCTURING/EDITORIAL MODIFICATIONS – ARTICLE 30.5.3:

- The fee paid is inclusive of any editorial modifications to the Contribution that may be required by CBC
- Editorial Modifications to the Contribution that CBC may require as per the Agreement
- As negotiated (terms detailed under “Additional Conditions”)

EXPENSES – ARTICLE 30.5.4:

- CBC agrees to reimburse the following pre-authorized expenses: _____
- The Freelance Contributor agrees to pay expenses, including: _____

ADDITIONAL TERMS:

The Freelance Contributor shall not make any claims, demands or suits against CBC for employee benefits, pension benefits, severance pay or any other type of termination or other payment which is not specifically mentioned in this contract or in the applicable articles of the CBC/CMG Agreement, in connection with the services provided hereunder.

The Freelance Contributor agrees to indemnify CBC against any claims or actions for infringement of copyright or otherwise in connection with the broadcast of the Contribution under the terms of this contract, provided that this indemnity shall not extend to claims for infringement of copyright based upon broadcast of material supplied by the Freelance Contributor and in respect of which the Freelance Contributor has advised CBC in writing that the Freelance Contributor does not hold rights.

CANADIAN BROADCASTING CORPORATION		CONTRIBUTOR	
	Date		Date

BETWEEN:		AND:
(the "<TITLE>")		(the "CBC")
Job Title:	Classification:	Contract Type: CMG - Freelance Specific Services
Department:		In Connection with:

This contract (this "Agreement") is made in accordance with the applicable terms of the current collective agreement between CBC and the Canadian Media Guild (the "CBC/CMG Agreement") and is subject to its terms, including but not limited to article(s) <ARTICLES #S>

The parties acknowledge and agree as follows:

1. The <TITLE>'s services shall be completed by stated deadlines to the satisfaction of the <MANAGER TITLE>, or authorized delegate.
2. Subject to the termination provisions herein, the term of this Agreement commences upon execution of this Agreement, and concludes upon completion of the services hereunder.
3. As compensation in full for the rights and services described, CBC shall pay upon receipt and acceptance by CBC of the completed deliverables by the deadline date(s) indicated, and upon receipt and acceptance by CBC of invoices submitted by the <TITLE> based on services rendered, as follows:

_TABLE_PAYMENTS_CMG_SS_2

#	Amount	Unit Amount	Quantity	Description	Details
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_TABLE_DELIVERABLES_CMG_SS_2

#	Amount	When	What	Delivery Date
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4. The fee payable shall represent payment in full for all of the rights and services described, and shall be subject to deductions as required by the terms and conditions of the CBC/CMG Agreement and those required by law. It shall be the <TITLE>'s responsibility to make any deductions or payments required by law for Income Tax, Employment Insurance and Canada Pension Plan.
5. The <TITLE> shall not make any claims, demands or suits against CBC for employee benefits, pension benefits, severance pay or any other type of termination or other payment which is not specifically mentioned in this Agreement, in connection with the services provided.
6. The <TITLE> shall indemnify and hold harmless CBC from and against all claims whatsoever, demands, suits, interest, penalties and expenses arising from:
 - a. infringement of copyright or otherwise in connection with the material contributed hereunder provided that this indemnity shall not extend to claims for infringement of copyright upon material supplied by the <TITLE> and in respect of which the <TITLE> has advised CBC in writing that the <TITLE> does not hold rights; and;
 - b. the services provided hereunder, including but not limited to those made in relation to Income Tax, Employment Insurance, and Canada Pension Plan contributions.
7. CBC shall own and hold exclusively and in perpetuity all rights, including, but not limited to copyright, existing now or in the future of every kind and character and whether now known or unknown in and to the services performed pursuant to this Agreement, and any and all products, results and proceeds thereof (the "Works"). All such rights shall vest in CBC immediately and shall remain vested in CBC whether this Agreement expires in its normal course or is terminated by either party as provided for herein. The <TITLE> hereby waives all moral rights in respect of the Works in favour of CBC and/or any of its licensees and assigns.

<CONTRACTEE NAME/ CONTRACT #>

8. It shall be the <TITLE> 's sole responsibility, at the <TITLE> 's sole expense, to secure and maintain adequate insurance, including but not limited to, medical, disability, travel and life insurance as well as workers compensation insurance in the relevant jurisdiction. The <TITLE> agrees to be liable for any expenses incurred by CBC, and will fully indemnify CBC, as a result of a breach of any of these obligations.
9. CBC shall have full editorial discretion with respect to material prepared by the <TITLE>.
10. The <TITLE> will abide by the regulations, instructions, directions and program policies of CBC, and conduct production activities herein so as to conform with the requirements of any collective agreements which CBC may have affecting performers, writers, musicians or employees.
11. Any information, documents or materials which the <TITLE> may receive or become privy to during the term of this Agreement of a confidential nature, or concerning the private, financial, or other affairs of CBC, shall be treated by the <TITLE> in strict confidence and shall not be divulged directly or indirectly to any person, firm or corporation during the term of this Agreement or thereafter. Upon termination or expiry of this Agreement, the <TITLE> shall immediately return to CBC all equipment, documents or materials including photocopies of same, which relate to any services provided by the <TITLE>.
12. This Agreement may be terminated at any time by either party upon giving <# > day(s) written notice to the other party at the address set out at the beginning of this Agreement. CBC reserves the right to refuse work from the <TITLE> during the notice period, and to pay only for the work completed, as of the date that notice of termination is given. The <TITLE> agrees to accept such compensation as payment in full satisfaction of CBC's obligations to the <TITLE>.
13. The indemnities contained herein shall survive termination or expiry of this Agreement.
14. In the event that any provision of this Agreement shall be deemed void or invalid by an arbitrator, the remaining provisions or part shall be and remain in full force and effect.
15. This Agreement shall be interpreted according to the Canada Labour Code and the laws of Canada.
16. This Agreement embodies the entire agreement between the parties with regard to the matters dealt with herein and no understanding or agreements, oral and/or otherwise, exist between the parties except as expressed herein. No modification to this Agreement shall be valid without the written consent of both parties. The <TITLE> has read the Agreement in its entirety, understands the content and accepts the foregoing, as acknowledged by the <TITLE>'s signature below.

CANADIAN BROADCASTING CORPORATION		<CONTRACTEE NAME>	
	Date		Date