Canadian Artists and Producers Professional Relations Tribunal

Tribunal canadien des relations professionnelles artistes-producteurs

CANADA

Ottawa, June 25, 1996 **File No. 95-0005-A**

Decision No. 016

IN THE MATTER OF AN APPLICATION FOR CERTIFICATION FILED BY THE WRITERS GUILD OF CANADA

Decision of the Canadian Artists and Producers Professional Relations Tribunal

The application for certification is granted.

Place of hearing: Toronto, Ontario
Date of hearing: May 7 and 8, 1996

Quorum: Mr. David P. Silcox, Presiding Member
Mr. J. Armand Lavoie, Member
Ms. Meeka Walsh, Member

Appearances: Golden, Green & Chercover, Joshua S. Phillips; Maureen Parker, Executive Director, Nelson Thall, Robert Mills and Fred Yackman for the applicant.
Marian Hebb for CANCOPY, the Writers Union of Canada, The League of Canadian Poets, the Playwrights Union of Canada, and the Periodical Writers Association of Canada
Angela Rebeiro & Peter Eliot Weiss for the Playwrights Union of Canada
Penelope A. Dickens for The Writers' Union of Canada
Ruth Biderman for the Periodical Writers Association of Canada
Heenan Blaikie, M^{e} Guy Dufort; and Robert Thistle for the Canadian Broadcasting Corporation
Sylvie Forest for the National Film Board of Canada

REASONS FOR DECISION

95-0005-A: In the matter of an application for certification filed by the Writers Guild of Canada

STATEMENT OF FACTS

[1] This decision concerns an application for certification submitted to the Canadian Artists and Producers Professional Relations Tribunal pursuant to section 25 of the *Status of the Artist Act* (S.C. 1992, c.33, hereinafter "the *Act*") by the applicant, the Writers Guild of Canada ("WGC") on August 25, 1995. The application was heard in Toronto on May 7 and 8, 1996.

[2] WGC originally applied for certification to represent a sector composed of:
(a) all authors of all original or adapted literary or dramatic works in English intended for radio and television broadcast, film, video and audiovisual production, corporate, sponsored, industrial, multi-media, satellite, telephone, computer or any other production or means of distribution where the producer is a Canadian entity, or has its principal place of business in Canada or establishes an office in Canada; and

(b) all authors reproducing, adapting or translating as English language scripts, literary or dramatic works originally distributed in a language other than English, for radio, television, film, video and audiovisual productions, corporate, sponsored, industrial, multi-media, satellite, telephone, computer or any other production or means of distribution where the producer is a Canadian entity, or has its principal place of business in Canada or establishes an office in Canada.

[3] Public notice of this application was given in the *Canada Gazette* on Saturday, September 16, 1995 and in the *Globe and Mail* and *La Presse* on October 11, 1995. This notice also appeared in the Canadian Conference of the Arts bulletin (INFO-FAX) of October 1995. The public notice set a closing date of November 17, 1995 for the filing of expressions of interest by artists, artists' associations and producers.

[4] On November 7, 1995, the applicant notified the Tribunal that as a result of discussions with other associations representing writers, namely the Writers Union of Canada and the Playwrights Union of Canada, it wished to clarify the description of the sector it was seeking to represent. The amended proposed sector reads as follows:
(a) all authors of all original or adapted literary or dramatic works in English written for radio and television broadcast, film, video, multi-media and all other

audiovisual production by satellite, telephone, cable, computer and any other means of distribution where the producer is a Canadian entity, or has its principal place of business in Canada or establishes an office in Canada; and

(b) all authors reproducing, adapting or translating as English language scripts, literary or dramatic works originally written in a language other than English, for radio, television, film, video, multi-media and all other audiovisual production by satellite, telephone, cable, computer and any other means of distribution where the producer is a Canadian entity, or has its principal place of business in Canada or establishes an office in Canada.

[5] Subsections 26(2) and 27(2) of the *Act* provide that artists' associations may intervene as of right on the issue of determining the sector that is suitable for bargaining and the representativity of the applicant. In accordance with these provisions, the following artists' associations filed expressions of interest in the WGC application: the Writers' Union of Canada (WUC), The League of Canadian Poets (LCP), the Playwrights Union of Canada (PUC), the Periodical Writers Association of Canada (PWAC) and l'Association québécoise des réalisateurs et réalisatrices de cinéma et de télévision (AQRRCT). As well, the Union des écrivaines et écrivains québécois (UNEQ) advised the Tribunal that they wished to be kept informed of any amendments to the proposed sector, but that they did not wish to intervene in the proceeding.

[6] Expressions of interest were also received from two producers, the Canadian Broadcasting Corporation (CBC) and the National Film Board of Canada (NFB). Subsection 26(2) of the *Act* provides that producers may intervene as of right on the issue of determining the sector that is suitable for bargaining. Producers may not intervene as of right on the issue of the representativity of an artists' association. Neither of these producers sought permission to make submissions on the issue of representativity.

[7] The Canadian Copyright Licensing Agency (CANCOPY), the Société des auteurs et compositeurs dramatiques (SACD), the Society of Composers, Authors and Music Publishers of Canada (SOCAN) and the Société du droit de reproduction des auteurs, compositeurs et éditeurs au Canada (SODRAC) inc. applied for intervenor status under subsection 19(3) of the *Act*. In an interim decision (No. 003) issued December 8, 1995, the Tribunal granted the copyright collectives limited intervenor status to make representations regarding the appropriateness of the sector for bargaining and the representativeness of the applicant.

[8] At the oral proceeding, the Tribunal was informed by SACD, SOCAN and SODRAC that the applicant had provided assurances acceptable to them and that these organizations were therefore withdrawing their interventions. The assurances provided by the applicant were as follows:

1. WGC's application for certification does not preclude SACD, SOCAN or SODRAC from operating nor do the WGC's current collective agreements affect SACD, SOCAN or SODRAC's ordinary course of business of licensing copyrighted material.

2. WGC's role does not and will not, if certified, in any way affect or interfere with the operation of SACD, SOCAN or SODRAC.

3. The sector sought by WGC does not include song lyrics where said lyrics were not written for a script or similar work otherwise falling within the sector and includes only works in the English language and adapting or translating works into English language scripts.

4. WGC agrees that nothing in its collective agreements shall diminish the right of the Writer to collect any and all applicable performing or reproduction rights royalties or other similar royalties which are collected directly by societies, associations or other similar agencies (eg. SACD, SOCAN, SODRAC) on behalf of the Writer in connection with the exploitation of any production based on literary material.

[9] At the opening of the oral proceeding, the applicant tabled a revised sector description which narrowed and clarified the scope of its proposed sector. The revised sector description reads as follows:

> The sector suitable for the purposes of professional relations with all producers subject to the *Status of the Artist Act* throughout Canada is a sector composed of:
> (a) all authors of literary or dramatic works in English written for radio, television, film, video and all similar audiovisual productions including multimedia; and
> (b) all authors adapting or translating, as English language scripts, literary or dramatic works originally written in a language other than English, for radio, television, film, video and all similar audiovisual productions including multimedia.

[10] During the course of the oral proceeding, the applicant reached an agreement with CANCOPY and a copy of their memorandum of understanding was filed with the Tribunal. Essentially, the agreement confirms the mutual understanding of the parties that the WGC's application for certification will not affect CANCOPY's licensing of published works to users of copyright material.

[11] The applicant also reached a "common understanding" during the course of the proceeding with the other associations representing writers (Writers Union of Canada, League of Canadian Poets, Playwrights Union of Canada and Periodical Writers Association of Canada). A copy of the memorandum of understanding filed with the Tribunal acknowledges that there is no history of jurisdictional disputes between the WGC and any of WUC, LCP, PUC and PWAC and that the present application for certification by the WGC is not intended to disrupt existing harmonious relationships between the organizations. It also confirms the mutual understanding of the parties that the WGC's proposed sector description does not include "multimedia" productions that are analogous to publications and that the reference to "audiovisual" productions is not intended to refer to live performances or live readings.

[12] The WGC's application for certification raises the following issues:

(1) The suitability, for bargaining purposes, of the sector proposed by WGC, and in particular:

(a) whether translators should be included in the sector;
(b) whether multimedia should be included in the sector;
(c) whether directors who also write scripts (i.e., directors when acting in their capacity as directors) should be excluded from the sector.

(2) Whether the WGC is representative of the artists in the sector.

THE ISSUES

Issue 1: Is the sector proposed by the WGC a sector that is suitable for bargaining?

[13] WGC has proposed a sector composed of:
(a) all authors of literary or dramatic works in English written for radio, television, film, video and all similar audiovisual productions including multimedia; and
(b) all authors adapting or translating, as English language scripts, literary or dramatic works originally written in a language other than English, for radio, television, film, video and all similar audiovisual productions including multimedia."

[14] Specific concerns were raised by various intervenors with respect to the inclusion of translators in the sector; the reference to multimedia; and the interpretation to be given to the sector relative to directors who also write scripts.

Translators

[15] The National Film Board objected to the inclusion of translators in the proposed sector. It was the NFB's submission that translators do not fall within the definition of "artist" within the meaning of the *Status of the Artist Act*; that the function of translation is a very specialized function which requires a thorough understanding of a text in the source language in order to render it in another language; that the NFB's current agreement with the WGC (the "Independent Production Agreement") does not cover translators; and that the translators who do work at the NFB are not employees of the NFB.

[16] The WGC argued that independent contractors who translate scripts do fall within the definition of artist in that they are authors of literary works to which copyright attaches, as required by paragraph 6(2)(b)(i) of the *Act*; and that the skills required by translators are not merely technical but require sensitivity to

the creative material. The WGC referred to the Tribunal's decision in *Canadian Actors' Equity Association* (#010, April 25, 1996) and argued that the Tribunal should take an expansive view of who is to be included, pointing out that if translators are not included in the WGC's sector, they will be unrepresented. The WGC indicated that translators are covered in scale agreements which it has with other producers, including CBC radio and CBC television, thereby indicating that there is a history of professional relations between literary translators and producers; and finally that there is a commonality of interest between literary translators and writers.

[17] The Tribunal accepts that translation is a very specialized profession which requires a comprehensive understanding of a text in both the source language and the language into which it is to be translated, as well as familiarity with both cultures. To convey the meaning and style of the original work faithfully, a literary translator must have much of the same dramatic flair as the original creator. The Tribunal therefore finds that literary translators are artists within the meaning of paragraph 6(2)(b)(i) of the *Status of the Artist Act* and therefore that they are eligible for inclusion in the proposed sector.

[18] On the basis of the evidence presented, the Tribunal also finds that there is a community of interest between authors of original works and literary translators and that there is a history of professional relations that includes translators. Accordingly, the Tribunal considers it appropriate to include in the proposed sector independent contractors who translate, into English language scripts, literary or dramatic works originally written in another language.

Multimedia

[19] Concerns were raised by the League of Canadian Poets, the Playwrights Union of Canada, the Periodical Writers Association of Canada, the Writers Union of Canada and the CBC regarding the reference to multimedia in the proposed sector definition. The Tribunal was provided with a number of possible definitions of the term "multimedia", the cumulative effect of which was to demonstrate that this is both a misnomer and a reference to a rapidly changing and evolving field of endeavour. There appear to be three elements which must be present for a production to be classified as multimedia: an integration of a number of types of work, such as text, graphics, still images, sounds, music, animation and/or video; the delivery of the production via a computer; and the ability of the user to interact with the production.

[20] The final report of the Copyright Subcommittee of the federal Information Highway Advisory Council (*Copyright and the Information Highway*, March 1995) concluded that multimedia works do not constitute a new category of work and that for the purposes of copyright protection they can be considered to be compilations. The WUC, LCP, PUC and PWAC urged the Tribunal to find that

multimedia is not a new genre of writing over which exclusive jurisdiction should be given to one artists' association but that it is merely another means through which the works of artists can be disseminated.

[21] The writers groups intervening (WUC, LCP, PUC and PWAC) asked the Tribunal to consider multimedia as a fluid and changing production mechanism with the ability to deliver creative work in a variety of formats and not as a production means that falls neatly into one jurisdiction. They further argued that writing for multimedia is not a new genre of writing; its interactive aspect and its means of delivery do not define it as a new genre and further that writing for multimedia is sometimes akin, for example, to writing for television, sometimes akin to writing for video, sometimes it most closely resembles journalism and at other times, books.

[22] The applicant's witnesses established that although multimedia is a new means of information delivery and entertainment, the process of writing for multimedia is similar to the process of writing for film and television. It is necessary to have a script and a plot line set out in some form so that those involved in the production can follow along; while the traditional form of script writing is linear, writing for multimedia also has aspects of linearity, and it is still necessary to provide what could be described as a blueprint. Writing for multimedia involves the same processes but the available tools have increased and an additional element of user interaction is added which increases the amount of material that must be scripted. It was the applicant's submission that the skills required of a film, television or video script writer are the same as those required of someone who writes for multimedia.

[23] The applicant indicated that the sector definition it proposes respects the traditional division of jurisdiction over different genres of writing and deals with jurisdiction over distribution via multimedia "by analogy". Essentially, the applicant is claiming jurisdiction over multimedia only in so far as it is similar to audiovisual production with which WGC currently deals. The Tribunal understands this to mean that if a writer is called on to prepare a work for a multimedia production that "looks like" something a script writer within the WGC's jurisdiction would have done for a radio or television broadcast, it should fall within WGC's sector; if it "looks like" something a WUC or LCP member would have done for publication, it would be within that organization's jurisdiction; and if it "looks like" something a periodical writer would have done for print journalism, it would be within PWAC's jurisdiction. The applicant and the writers' groups asked that the Tribunal include multimedia in the sector definition rather than drawing back from doing so because it could be seen as an area of conflict. It was for precisely this reason that writers' groups wanted it included. Its inclusion, they argued, would offer writers protection and assistance in their negotiation with producers. The Tribunal agrees with this position.

[24] The CBC raised several concerns regarding the inclusion of multimedia in the sector definition. Firstly, CBC submitted that the Tribunal does not have jurisdiction over multimedia *per se*. It argued that multimedia is not related to broadcasting and to that extent, is outside the Tribunal's jurisdiction. The Tribunal was referred to the words of paragraph 6(2)(a)(ii), which outline its jurisdiction over "broadcast undertakings". In the CBC's submission, only work done for the purpose of broadcast is within the Tribunal's jurisdiction. It further submitted that multimedia is not broadcasting and therefore has no place in any certification issued by the Tribunal. In arguing this point, the CBC's understanding or reading of the term "multimedia" is that it should be dealt with as a new form or genre and not, as the writers' groups and the applicant argued, simply a new delivery mechanism for traditional genres.

[25] Secondly, the CBC stated its view that only production activities directly related to broadcasting are federally regulated. It referred the Tribunal to a 1983 decision of the Supreme Court of Canada in *C.L.R.B. et al. v. Paul L'Anglais Inc. et al*. ([1983] 1 S.C.R. 147, 146 D.L.R. (3d) 202), which it interpreted as standing for the proposition that production activities contracted out to private sector producers are within the legislative competence of the provinces. In this regard, the Tribunal understands the CBC to be saying that it wishes to ensure that any certification issued by the Tribunal would not inhibit CBC's ability to contract out production work and would not apply to any of its activities that are not directly related to broadcasting.

[26] Thirdly, the CBC is concerned about certainty. It submitted that a producer must know from the outset which scale agreement will apply to the writers it intends to engage. It argued that in the course of production, a work often changes; if it cannot be established until after a multimedia production is completed whether the work is more like a script than a text or an article, the producer could find that it had engaged a writer under the wrong scale agreement. CBC cautioned that including multimedia in the sector definition would cause ambiguity and uncertainty.

[27] The Tribunal is not, at this time, prepared to go so far as to say that all multimedia productions constitute broadcasting. The debate over the impact of technological convergence on our generally understood notions of broadcasting and telecommunications has not yet reached a stage where any firm conclusions on this subject can be drawn. However, the Tribunal does not agree with the CBC's submission that only its broadcast activities are subject to the *Status of the Artist Act*. Clause 6(2)(a) provides:

> (2) This Part applies
>
> (a) to the following organizations that engage one or more artists to provide an artistic production, namely,
>
> (i) government institutions listed in Schedule I to the Access to Information Act or the schedule to the Privacy Act, or prescribed by regulation, and
>
> (ii) broadcasting undertakings, including a distribution or programming undertaking, under the jurisdiction of the Canadian Radio-television and Telecommunications Commission; ...

The Tribunal accepts the applicant's argument that the reference in the *Act* to broadcasting undertakings refers not to the activity but to the organization. The Tribunal understands the *Act* to mean that it applies to all artistic productions produced by one of the organizations referred to in clause 6(2)(a). One type of organization subject to the *Act* is any broadcasting undertaking under the jurisdiction of the CRTC. The Tribunal interprets this to mean that once an organization is brought within the ambit of the *Act*, any and all of its activities that involve artistic production are included, whether they are broadcast related or otherwise.

[28] As to the CBC's second concern, the contracting out of production activities, the Tribunal is of the view that the finding in *CLRB et al. v. Paul L'Anglais Inc. et al.* must be confined to its own facts. In that case, the Supreme Court of Canada upheld a decision of the Quebec Court of Appeal [reported at 122 D.L.R. (3d) 583] which held that the activities of two subsidiaries of Télé-Métropole Inc. (a federally regulated television broadcasting business), one of which engaged in selling sponsored television air time and one that produced programs and commercial messages for a number of customers, were not an integral part of the broadcasting undertaking and therefore not within the competence of Parliament or, consequently, of the Canada Labour Relations Board. The Tribunal can envision circumstances in which productions undertaken by a third party under contract to a broadcasting undertaking could be vital, essential or integral to the broadcaster, and thus within the federal regulatory sphere. The Tribunal thus declines to making the generalization regarding the scope of its jurisdiction sought by the CBC.

[29] The Tribunal is sympathetic to the CBC's concern for certainty. However, it is not persuaded that the "analogy" approach suggested by the applicant would

not be a workable one, at least in the short term. Although technological evolution may eventually bring about a blurring of the historically understood distinctions between genres of writing, for the time being the applicant's suggestion to maintain these traditional divisions appears appropriate.

[30] The writers' groups which appeared before the Tribunal asserted that the inclusion of multimedia in the sector description was of utmost importance and even though an agreement between the WGC and all of the writers' groups had been reached, each group appeared before the Tribunal to speak to the importance of including multimedia in the sector definition. Since it is the intent and purpose of the *Status of the Artist Act* to offer the benefits of collective bargaining to artists working as independent contractors, the Tribunal is prepared to give a broad and inclusive reading to the term "multimedia". The Tribunal therefore finds that it has jurisdiction to include multimedia productions undertaken by a producer who is otherwise subject to the *Status of the Artist Act* within the scope of the sector sought by the applicant, and that it is appropriate to do so.

Directors

[31] The Association québécoise des réalisateurs et réalisatrices de cinéma et de télévision (AQRRCT) requested that the Tribunal ensure that there would be no ambiguity as to the scope of the intended sector definition as it relates to the directors which it represents. The difficulty apparently arises as a result of the use of the terms "author" in English and "auteur" in French to describe the independent contractors who would come within the sector. In AQRRCT's view, it would be preferable to use the terms "writer" or "écrivain", to ensure that the sector would not include directors who, in the course of their work, also write scripts or portions of scripts.

[32] The applicant indicated that in its view, the term "author" in English does not carry the same the same meaning as the French "auteur" and therefore there was no confusion requiring clarification. However, they did not object to the AQRRCT's position.

[33] The Tribunal is of the view that the terms "author" and "auteur" are the correct ones, in view of the fact that this is the terminology used in both the *Copyright Act* and the *Status of the Artist Act.* However, as the Tribunal is a federal agency that must render its decisions in both official languages, it must be mindful not to create unintentional confusion when the terminology used may convey slightly different shades of meaning in the two languages. To overcome any possible ambiguity regarding the scope of the sector, the Tribunal finds that it is appropriate to include a clarification in the sector definition excluding directors acting in their capacity as directors.

[34] Subsection 26(1) of the *Act* requires that, when considering an application for certification, the Tribunal take into account the common interests of the artists in respect of whom the application was made, the history of professional relations among those artists, their associations and producers, concerning bargaining, scale agreements and other agreements relating to the terms of engagement of artists, and any geographic and linguistic criteria the Tribunal considers relevant. In this case, it is appropriate to deal first with the history of professional relations.

History of professional relations

[35] The applicant indicated that the history of the WGC extends back to the 1950s, when a group of artists consisting of radio, television, film and video writers came together as the Canadian Council of Authors and Artists (CCAA), a predecessor to the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA). Signing its first collective agreement in 1961, the WGC has remained active to the present time despite various changes of name. In 1991, the Writers Guild of Canada was established as an autonomous guild within ACTRA. In 1995, the WGC became an independent organization constitutionally separate from ACTRA. On behalf of its members, WGC deals with industrial relations, collective bargaining and issues of policy. The number of scale agreements filed with the Tribunal attests to the WGC's ability to negotiate on behalf of its members**.**

[36] Since 1961 when it signed its first collective agreement, there has been a consistent history of professional relations between the WGC or its predecessor organizations and producers of radio, television, film and video. On behalf of its members, WGC has established scale agreements with producers ensuring rates of pay and fair working conditions. WGC has lobbied in the areas of copyright, taxation and policy issues, as they arise. The WGC's Directory of Members indicates the broad range of writing activities represented by its members and speaks to the many ways in which writers identify themselves as writers across media and genres.

[37] The WGC has also negotiated provisions in its contracts on behalf of translators, whom it recognizes as individuals with creative rather than technical skills. Translators are engaged by contract with producers in the sector and there exists a clearly established history of professional relations involving translators.

[38] The Tribunal is therefore satisfied that there is an established history of professional relations between the applicant, those who write or translate scripts for radio, television, film and video, and the producers who engage their services.

Community of interest of the artists

[39] The fact that so many of these individuals have come together for such a long period of time is clear evidence of the existence of a community of interest among those who write literary and dramatic works for radio, television, film and video. The evidence has also established that there exists a community of interest between these writers and translators of literary and dramatic scripts.

[40] Given all of these facts, the Tribunal is of the opinion that authors and translators of literary and dramatic work for radio, television, film, video and similar audiovisual works have a clear community of interest.

Geographic and linguistic considerations

[41] The applicant indicated that its membership is national, and that its governing council is elected on the basis of regional representation from five regions (Pacific, Western, Central, Quebec and Eastern).

[42] The Tribunal was informed that WGC is the English counterpart to the Société des auteurs, recherchistes, documentalistes et compositeurs (SARDeC). SARDeC was certified by the Tribunal on January 30, 1996 to represent authors of original French language literary or dramatic works intended for radio, television, cinema or audiovisual media; and authors who adapt, in the form of French language scripts for radio, television, cinema or audiovisual media, literary or dramatic works originally intended for another form of public broadcast; but not including directors in their capacity as directors.

[43] The Tribunal was further informed that the applicant was not at this time seeking certification to represent independent contractors who write in other languages. However, the applicant indicated that it would be willing to assist persons who write in a language other than English or French should such assistance be sought.

Conclusion regarding the sector

[44] The fact that translators of literary and dramatic scripts constitute a small group which would otherwise be unrepresented, that the nature of their work is creative rather than merely technical and that translation is considered an original work to which copyright attaches has persuaded the Tribunal to include such translators in the sector definition.

[45] The quickly changing and expanding realm of electronic media and the growth and innovations in systems of delivery speak to the need to include multimedia in the sector definition in order to provide writers in all genres with the ability to negotiate effectively with producers in the federal jurisdiction.

[46] After considering all of the oral and written representations of the applicant and the intervenors, the Tribunal has determined that the sector suitable for bargaining is a sector composed of independent contractors engaged by any producer subject to the *Status of the Artist Act* as:

(a) an author of a literary or dramatic work in English written for radio, television, film, video or similar audiovisual production including multimedia; or

(b) an author who adapts or translates literary or dramatic works originally written in a language other than English, as an English language script for radio, television, film, video or similar audiovisual production including multimedia; but excluding directors acting in their capacity as directors.

Issue 2: Is the WGC representative of the artists in the sector?

[47] In its application for certification, the applicant indicated that its membership totalled 1,200. At the oral proceeding, the applicant filed an updated membership list indicating a total membership of 1,352, of whom 1,096 are resident in Canada.

[48] The applicant was unable to provide details of the size of the sector, but estimated that its membership comprises some 70% of all artists working in this genre.

[49] The applicant indicated that it has collective agreements with every major producer in the sector as well as with a number of other producers. It also indicated that while its membership is concentrated in Ontario, corresponding to the level of film activity, it has membership and regional structures across Canada. The WGC also indicated that it has both the staff and resources to provide effective representation.

[50] The Tribunal therefore finds that the applicant is the organization most representative of artists in the above-described sector.

DECISION

[51] For all these reasons, and in view of the fact that the applicant is in compliance with the requirements of section 23 of the *Status of the Artist Act*, the Tribunal:

Declares that the sector suitable for bargaining is a sector composed of independent contractors engaged by any producer subject to the *Status of the Artist Act* as:

(a) an author of a literary or dramatic work in English written for radio, television, film, video or similar audiovisual production including multimedia; or

(b) an author who adapts or translates literary or dramatic works originally written in a language other than English, as an English language script for radio, television, film, video or similar audiovisual production including multimedia; but excluding directors acting in their capacity as directors.

Declares that the Writers Guild of Canada is the association most representative of artists in the sector.

An order will be issued to confirm the certification of the Writers Guild of Canada to represent the said sector.

Ottawa, June 25, 1996

David P. Silcox, Presiding Member

J. Armand Lavoie, Member

Meeka Walsh, Member