

**THE DIRECTORS GUILD OF CANADA,  
B.C. DISTRICT COUNCIL  
2009 COLLECTIVE AGREEMENT**

**EFFECTIVE: APRIL 1, 2009 — MARCH 31, 2012**

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**- *STANDARD FORM GUARANTEE LETTER NO. 1***

**- *STANDARD FORM GAURANTEE LETTER NO. 2***

**SIDELETTER NO. 2 - SECTION 22.11(B) TRAVEL INSURANCE**

**SIDELETTER NO. 3 - INDUSTRY HEALTH PLAN (Deleted)**

**SIDELETTER NO. 4 - INCENTIVES FOR QUALIFYING PRODUCTIONS**

**SIDELETTER NO. 5 - PRODUCTIONS MADE FOR NEW MEDIA**

**LETTER OF AGREEMENT NO. 1 – SIDELETTER NO.4 SUBCOMMITTEE**

**LETTER OF AGREEMENT NO. 2 – EXTENSION OF VANCOUVER STUDIO ZONE  
FOR 2010**

Preamble: This Agreement is made and entered into in the Province of British Columbia as of this first (1<sup>st</sup>) day of April, 2009, by and between the Directors Guild of Canada, B.C. District Council (hereinafter referred to as the "Union") with principal offices at 430 - 1152 Mainland Street, Vancouver, BC, V6B 4X2 and the signatory Individuals, Persons, Partnerships, Firms, or Corporations listed in Appendix "C", and those added from time to time to this Agreement and added to Appendix "C" (hereinafter referred to collectively as the "Employers" or separately as "Employer"). The Employers and the Union (hereinafter referred to as the "Parties") agree to the following:

## **ARTICLE 1 — DEFINITIONS**

### **Terms to be Given Common Industry Meaning**

- 1.1 Unless otherwise specifically defined herein, the terms used shall be given the common meaning in the motion picture industry. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa; words denoting one gender shall include all genders.

### **Business Day Defined**

- 1.2 Business day means a calendar day, but excludes Saturdays, Sundays, and holidays.

### **Cable Television Defined**

- 1.3 Cable Television means the exhibition or transmission of a motion picture on a Cable programme service by cable, satellite, master antenna, or any combination thereof; for reception by a home-type television receiver where the signal embodying the motion picture is packaged with other signals comprising simultaneously re-transmitted over-the-air broadcast signals, and the package is made available to subscribers for a subscription rate sometimes called a “Basic Cable” subscription fee. Cable Television use does not include Network Television, Syndicated Television, or Pay Television, even where the Pay Television option is only available to cable subscribers. Pay television and pay-per-view television are uses in addition to Cable Television or Basic Cable.

### **Compact Device Defined**

- 1.4 Compact Device means any audiovisual device or similar device containing a motion picture (recorded film, disc, tape or other material) designed for replay on a television receiver or monitor or other similar device.

### **DGC Defined**

- 1.5 DGC means the national office of the Directors Guild of Canada.

### **Domestic Run Defined**

- 1.6 Domestic run means the first Canadian Network exhibition, (whether separately or simultaneously) of a television motion picture in any or all cities or areas of Canada. An exhibition in English and French in the same city or area shall not be considered a re-run.

### **Employee Defined**

- 1.7 Employee means any person performing work in a job category or classification covered by this Agreement, whether hired directly or indirectly through a Loan-Out Company.

### **Employer Defined**

- 1.8 Employer means the individual(s), person(s), partnership(s), firm(s), corporation(s), company(ies) or organization(s) listed in Appendix “C” and those added from time to time to this Collective Agreement.

### **Episode Defined**

- 1.9 Episode means a television motion picture, complete in itself, but forming part of the series.

### **Free Television Defined**

- 1.10 Free Television means exhibition defined as Network Television and/or Syndicated Television.

### **High Budget Defined**

- 1.11 High Budget Production means a theatrical motion picture with a production budget that is over Twenty Million Dollars (\$20,000,000).

### **Loan-Out Company Defined**

- 1.12 Loan-Out Company means the corporation or other entity through which the lent-out Employee furnishes his or her services.

### **Made-for-Television Movie (MOW) Defined**

- 1.13 Made-for-Television Movie (“MOW”) means a motion picture drama of sixty-one (61) minutes or more in length intended primarily for television release.

### **Member Defined**

- 1.14 Member means a member in good standing of the Directors Guild of Canada, B.C. District Council.

### **Mini-Series Defined**

- 1.15 Mini-Series means a motion picture of a predetermined length intended for broadcast in segments and which has a single essential story line beginning in the first segment and ending in the last.

### **Motion Picture Defined**

- 1.16 Motion Picture means and includes, and has always meant and included, motion pictures, whether made on or by film, tape, or other media or transferred from tape to film or film to tape or other media, of any gauge or size or type, whether for public or private showings, and whether produced by means of motion picture cameras, electronic cameras, or devices, or any combination of the foregoing, or any other means, methods, or devices whether now known or developed in the future.

### **Network Television Defined**

1.17 In Canada “Network” shall mean CBC, CTV, and any other entity so designated by the Canadian Radio-Television and Telecommunications Commission (“CRTC”). In the United States “Network” shall mean ABC, CBS, NBC and Fox Broadcasting Company (“FBC”), and any other entity so designated by the Federal Communications Commission (“FCC”). In other countries “Network” shall mean a station, telecast channel, or group of stations which are connected so as to provide nation-wide market penetration by a single entity or through simultaneous transmission of a motion picture(s).

### **Over-Scale Defined**

1.18 Over-Scale means those wages which an Employee has contracted with the Employer over and above the minimum wages provided in this Agreement.

### **Pay Television Defined**

1.19 Pay Television means the exhibition of motion pictures on a home-type television screen, receiver, or monitor by a Pay Television network operator or single station distributed by means of broadcast, cable, closed circuit, direct broadcast satellite (“DBS”), or any other form of distribution whether in conventional, scrambled, encoded, or otherwise altered form where there is a requirement that the audience shall make a payment to receive such motion picture. Such payment may be in the form of:

- (a) a separate amount for each motion picture or portion thereof (pay-per-view); or
- (b) a payment to receive a dedicated Pay Television channel which payment is made either in addition to regular or Basic Cable TV subscription fee, or to the proprietor of a free standing microwave distribution system or a satellite master antenna television distribution system (“SMATV”) which distributes the said channel. Exhibition in theatres or comparable places is theatrical exhibition and shall not be considered pay television.

### **Permittee Defined**

1.20 Permittee means a person who is not a Member and to whom the Union has issued a work permit under ARTICLE 7. Permittee does not include a Production Assistant who is an applicant for membership in the Union.

### **Person Defined**

1.21 Person includes natural persons, bodies corporate, unincorporated associations and partnerships.

### **Pilot Defined**

1.22 Pilot means a motion picture produced as one (1) of a projected series to determine whether to produce the series later.



### **Production Defined**

- 1.23 Production means the period of time and process(es) which includes but is not limited to pre-production (preparation), principal photography, second unit photography, retakes, any additional photography, and post production of any motion picture.

### **Second Unit Defined**

- 1.24 Second Unit means, without limitation, the process of setting up, lighting, and photography of dramatic sequences without principal talent and all sequences utilizing geographically inaccessible or undesirable locations for a main unit, with a separate call.

### **Series Defined**

- 1.25 Series means Episodes of a television motion picture produced as a group.

### **Syndicated Television Defined**

- 1.26 Syndicated Television means broadcast exhibition on television other than U.S. network Primetime television.

### **Theatrical Defined**

- 1.27 Theatrical means an entertainment motion picture generally sixty-one (61) minutes or more in length, produced primarily for exhibition in theatres or any other place where a charge, by any method, is paid by the viewing audience.

### **Uses Defined**

- 1.28 Uses means the use of a motion picture on: (a) free television, including network and syndicated television; (b) cable television; (c) pay television; (d) theatrical; (e) non-theatrical; and (f) compact devices.

## **ARTICLE 2 — RECOGNITION OF UNION AND SCOPE OF THIS AGREEMENT**

### **Recognition of Bargaining Unit**

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent and representative for all persons employed or engaged within the Union's territorial jurisdiction in the classifications listed in ARTICLE 12 as well as all persons engaged to perform substantially the same work as those classifications listed in ARTICLE 12, all of whom are called "Employees". Any dispute concerning whether any person is included in the bargaining unit shall be resolved under the Grievance and Arbitration Procedure. Nothing in this paragraph or in ARTICLE 3.5 below is intended, nor shall it be construed, either to enlarge or diminish the work customarily and usually performed by Employees in the bargaining unit nor is it intended to diminish or enlarge that work customarily and usually performed by persons not in the bargaining unit.

### **Territorial Jurisdiction and Application of this Agreement**

- 2.2 The territorial jurisdiction of the Union includes and the provisions of this Agreement shall apply to the Province of British Columbia and the Territory of the Yukon.
- (a) The Union continues to be the Employee(s) exclusive bargaining agent and representative, notwithstanding that the Employee(s) is required to perform duties outside of British Columbia or the Yukon. This Agreement applies to any Employee assigned by an Employer to perform services outside British Columbia or the Yukon unless:
- (i) the Employee is subject to the jurisdiction of another labour organization at that location, and
  - (ii) the terms and conditions of employment for the Employee at that location are no less favourable than those provided under this Agreement.
- (b) Before assigning an Employee to perform duties at a location outside of Canada, the Employer will sign a written Deal Memo with that person. The Deal Memo must specify the duration of assignment, rate of pay, working conditions, payment of expenses, accommodation arrangements, and it may include any other pertinent information or other terms and conditions of employment no less favourable than those provided under this Agreement.

### **Scope of Agreement**

- 2.3 This Agreement applies to Employees of Employers engaged in the production of theatrical or other motion pictures, episodic television series (including pilots), mini-series and made-for-television movies (MOWs) for exhibition on ABC, CBS, NBC, and other television networks as well as for cable television, syndicated television, pay television, compact device distribution and to productions made for the Internet, mobile devices or any other 'new media' platform known as of July 5, 2009. The provisions of this Agreement apply equally to a first unit and additional units. This Agreement does not apply to animation nor to 'Experimental New Media

Productions' as defined in Paragraph C of the Sideletter re: Productions Made for New Media.

### **Future Negotiations on Scope of Agreement**

- 2.4 Where the Employer is engaged in any production other than animation which is not otherwise subject to this Agreement, the Employer and the Union shall enter into negotiations with a view to concluding promptly an agreement for separate rates and other provisions for those productions. The Parties agree to commence such negotiations within five (5) days of the written request from either Party.

### **Resolution of Jurisdictional Disputes**

- 2.5 The Union agrees to co-operate in good faith with the Employer and other local unions in the motion picture industry in resolving jurisdictional disputes without work stoppages.

## **ARTICLE 3 — PROTECTION OF BARGAINING AUTHORITY AND BARGAINING UNIT WORK**

### **Agreement Binding on Union, Employer, their Successors, etc.**

- 3.1 This Agreement shall be binding upon the Union and the Employer signatory hereto and upon its subsidiaries engaged in the production of theatrical motion pictures and television motion pictures in British Columbia and the Yukon during the term of this Agreement, in which subsidiaries the Employer has a fifty percent (50%) or more financial interest, and upon all parties who by reason of mergers, consolidations, reorganizations, sale, assignment or the like during the term of this Agreement shall succeed to or become entitled to more than fifty percent (50%) of the Employer's business of producing such motion pictures in British Columbia and the Yukon. The parent of the Employer and any affiliate of such parent shall not be deemed a successor of or entitled to such business of the Employer solely because such parent and/or affiliate hold stock or equity interest in the Employer or any successor to the Employer. This paragraph shall not be applicable to the sale or assignment of distribution rights.
- 3.2 The Employer shall give notice of the existence of this Agreement to any successor, purchaser, assignee, transferee, or lessee, or the like, of the business and operation covered by this Agreement. The notice shall be in writing with a copy to the Union, and shall be given no later than the time the Employer executes a lease or other transfer device.

### **Conflicting Agreements**

- 3.3 The Employer will not enter into any agreement with any other guild, union or labour organization with respect to the work in any category or job classification covered by this Agreement.

### **Notification of Change of Name or Address**

- 3.4 The Employer shall give notice in writing to the Union of any change in the name or address of its business or of its intention to perform business under another name, more than one name or from more than one address.

### **Bargaining Unit Work**

- 3.5 (a) The Employer shall not permit, or require persons other than Employees in this bargaining unit to perform work which is the customary and usual work of Employees in the bargaining unit. This clause is not intended to interfere with the customary and usual work performed by others outside the bargaining unit. No Employee shall be required to perform the customary and usual work of any other recognized craft or trade in the motion picture industry. Nothing in this paragraph or in ARTICLE 2.1 above is intended, nor shall it be construed, either to enlarge or diminish the nature of the duties and the work described in those classifications listed in ARTICLE 12 that are customarily and usually performed by Employees in the bargaining unit nor is it intended

to diminish or enlarge that work customarily and usually performed by persons not in the bargaining unit.

- (b) No more than one (1) Principal or production executive of the Employer shall be permitted to be employed in a job category or classification covered by this Agreement. Principal includes any officer, director or substantial shareholder of a corporation, a partner of a partnership, or a sole proprietorship.
- (c) In order to ensure the safety of the Employees, the Principal or production executive employed in a job category or classification covered by this Agreement as provided in paragraph (b) above, shall either be a qualified member of the Union or be eligible for and obtain from the Union a permit pursuant to ARTICLE 7 of this Agreement.

### **Subcontracting**

- 3.6 The Employer will not contract out bargaining unit work customarily performed by the main unit and may contract with a signatory Employer to perform Second Unit work. The Employer may contract with any person to perform specialized work such as, but not limited to aerial, underwater, or miniature work. Before contracting with any person to perform specialized work, the Employer will engage in a meaningful discussion with the Union, (which may include, where practicable, a meeting at the Union's request) of the reasons for contracting out such specialized work.

### **Union Access to Studio or Location**

- 3.7 Upon advance notice to an Employer, an authorized representative of the Union shall be permitted to visit any production location or site during the hours when Employees are working, provided work is not disrupted and the representative complies with the visitor and security rules established by each Employer. The Employer, where practicable, shall allow a representative of the Union to call Union meetings on the set or location during non-working time.

## ARTICLE 4 — APPLICABLE LEGISLATION

### Laws of British Columbia Apply

- 4.1 This Agreement is made and entered into in British Columbia and the laws of British Columbia apply in all respects to this Agreement. The Employer agrees to comply with all provisions of applicable legislation including Employment Standards, Labour Relations and Human Rights Legislation.
- 4.2 Nothing in this Agreement shall be construed to require a Party or an Employee to take any action or to refrain from taking any action that violates the laws of any jurisdiction in which work is performed under this Agreement.

### No Employer Discrimination

- 4.3 The Employer agrees that it shall not discriminate against or engage in any harassment of any applicant for employment or Employee for reasons based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, union membership or activity, or any other basis prohibited by applicable federal, provincial or territorial law.

### Employer's Workers' Compensation Obligations

- 4.4 (a) The Employer shall pay all contributions or assessments for every Employee covered by this Agreement as required by the British Columbia *Workers' Compensation Act*.
- (b) The only exception to this paragraph is if the Employer has obtained insurance in another jurisdiction in which an Employee is working and the insurance provides the Employee with benefits at least as favourable as the benefits the Employee would have received under the British Columbia *Workers' Compensation Act*. In the event the Employer fails to obtain insurance coverage, the Employer shall provide Employee benefits not less favourable than those which the Employee would have received under the British Columbia *Workers' Compensation Act*.

### Severability and Replacement of Invalid Provisions

- 4.5 If any portion of this Agreement is found illegal or invalid by a court or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.
- 4.6 The Parties shall use their best efforts through good faith negotiations to agree on a replacement provision for any portion found to be illegal or invalid. If the Parties are unable to agree on a replacement provision within thirty (30) calendar days, either Party may refer the matter to mediation by a mediator appointed by the Labour Relations Board.

## **ARTICLE 5 — MANAGEMENT’S RIGHTS**

### **Reserved Management Rights**

- 5.1 Except to the extent modified by or inconsistent with this Agreement, the Employer reserves all rights of management. The reserved rights of management are subject to the provisions of this Agreement and must be exercised in a manner that is fair, reasonable and consistent with this Agreement.

### **Employer Rules**

- 5.2 The Employer’s reserved rights of management include the right to establish, and thereafter amend, reasonable rules provided that such rules are not inconsistent with the provisions of this Agreement. Any written rules established by the Employer shall be reviewed at the pre-production conference (if one is held) and will be provided to Employees or posted in a location normally attended by the Employees.

### **No Demotions as Disciplinary Measure or Requirement to Retire Due to Age**

- 5.3 The Employer’s reserved rights of management do not include the right to demote an Employee as a disciplinary measure or to require an Employee to retire on the grounds of age.

## ARTICLE 6 — UNION SECURITY

### Good Standing

6.1 The Employer agrees to employ only members in good standing with the Union. An Employee's failure to show good standing with the Union shall be sufficient just and reasonable cause for discharge. If any Employee fails to show good standing, then the Union will provide written notice of such failure to such Employee's Employer. The written notice will state the reason why the Employee is not a member in good standing as required pursuant to this ARTICLE, and that the Employee has been notified of such failure in writing. If the Employee fails to remedy his or her lack of good standing with the Union within three (3) days after the Employer receives such notice, the Employer shall discharge the Employee so long as such discharge is lawful. The Employer shall not be in default unless it fails to act, if necessary, within said time after receipt of such notice. The Union will indemnify the Employer for any damages incurred as a result of the Employer's compliance with this paragraph.

For the purposes of this Agreement, "good standing" means:

- (a) The Employee is not in arrears of dues uniformly required by the Union and the Employee has executed an assignment of wages pursuant to ARTICLE 6.1 of this Agreement, and has not revoked such assignment; or
- (b) The Employee has a duly signed and sealed Union Work Permit. Each Permittee, except a Production Assistant, performing work covered by this Agreement who has been offered membership in the Union on the same terms and conditions as all other members of the Union, must, upon expiry of the work permit, accept such membership and after that maintain membership in good standing.

### Assignment of Wages

6.2 (a) Pursuant to the *Labour Relations Code*, S.B.C. 1992, ch. 82, s. 16, and the *Employment Standards Act*, S.B.C. 1995, ch. 38, s. 22, the Employer and the Union agree that the Employer will honour an Employee's written assignment of wages to the Union unless the assignment is declared null and void by the B.C. Labour Relations Board or is revoked in writing by the assignor. The Employer will also deduct, upon request of the Union, any fines, assessments or arrears in membership dues that are not prohibited by the *Labour Relations Code*. The Employer will remit to the Union, in accordance with ARTICLE 19, the fees and dues deducted along with a written statement containing the names of Employees for whom deductions were made, the amount of each deduction along with a copy of any revocation of the assignment. The Union shall hold the Employer harmless for any costs or damages arising from the fines, assessments or membership dues deducted by the Employer.



- (b) This provision shall not apply to members of the Directors Guild of America (“DGA”), the Broadcasting, Entertainment and Cinematographic Technicians Union (“BECTU”) or any other labour organization which the Union at its sole discretion should determine, and who are employed under the collective agreement of their home labour organization.
- (c) Any knowing or intentional failure by the Employer to deduct or to remit monies collected under this ARTICLE shall cause the Employer to be solely responsible and liable for any monies owing.
- (d) When income tax receipts (“T-4 slips”) are prepared, the Employer shall type on the amount of working dues paid by each Employee in that year.

## ARTICLE 7 — HIRING

### Hiring Rules

- 7.1 The Union shall maintain a list of Members and, upon request from an Employer, shall identify and supply from this list competent and qualified persons in the appropriate classifications listed in this Agreement.
- 7.2 The Employer may call by name any Member of the Union or a member in good standing of another district council affiliated with the DGC, and the Union shall honour that request, provided the person is not employed elsewhere.
- 7.3 The Employer may reject any former Employee whom it considers in good faith to be unsuitable or unsatisfactory.

### Work Permits

- 7.4 If the Union is unable to supply a Member for weekly employment within forty-eight (48) hours (two (2) business days) of receiving the Employer's request, or within eight (8) business hours (one (1) business day) for daily employment, the Employer may hire persons who are not Members, subject to the requirements of this ARTICLE. Where an Employer proposes to hire a non-Member, the Employer must submit a work permit application to the Union.
- 7.5 Where an Employer proposes to hire a person who is not a Canadian citizen or permanent resident of Canada (a "non-Canadian") in any position covered by this Agreement, the Employer shall submit a work permit application for the non-Canadian to the Union with not less than seven (7) days notice. In a *bona fide* emergency situation, the Employer may give less than seven (7) days' notice.
- 7.6 If the Employer requests of the Union a work permit pursuant to either ARTICLE(s) 7.4 or 7.5, the request shall include:
  - (a) the person's name;
  - (b) the classification applied for and the expected length of his or her employment;
  - (c) the reason(s) for the necessity of the person being employed;
  - (d) a list of the person's credits or credentials, professional awards and achievements and/or a professional resume;
  - (e) proof of the person's membership and standing in a Union, if any; and
  - (f) the appropriate properly completed DGC Work Permit Application in the form set out in either Schedule "B-1" or Schedule "B-2", signed by the person on whose behalf the Employer is requesting a work permit.

## **Approval by the Union**

- 7.7 (a) The Union shall consider each request for a work permit in good faith. If the Union is satisfied that it is necessary to employ a person who is a non-Member, the Union, using reasonable discretion consistent with past practice (e.g., Directors who are members of the DGA or BECTU as well as those with an established professional reputation in a relevant and related craft), will issue a work permit to that person. The work permit issued by the Union may be subject to conditions established by the Union.
- (b) So as not to cause any delay in the filling of the Employer's crewing requirements, the Union shall give its decision to approve or refuse a request for a work permit for the person in question within forty-eight (48) hours (two (2) business days) of receipt of the request.

## **Non-Member Not to be Hired Without Union Approval**

- 7.8 An Employer shall not utilize a non-Member until:
- (a) the Union has approved the request for a work permit;
- (b) if necessary the person is properly cleared by Human Resources Development Canada or its successor; and
- (c) the Employer agrees to pay the work permit fee set out in ARTICLE 7.9.

## **Displacement or Work Permit Fee**

- 7.9 The Employer recognizes, acknowledges and agrees that the employment of a non-Member displaces a job or career opportunity for a Member. Therefore, the Employer agrees to remit or pay directly to the Union a displacement or work permit fee of Twenty-Five Dollars (\$25) per day of engagement, or portion thereof. In the case of each non-Canadian Permittee, the Employer agrees to remit or pay directly to the Union a displacement or work permit fee of Fifty Dollars (\$50) per day of engagement or portion thereof. It is recognized and agreed that the permit fees are subject to GST and other like taxes and the Employer agrees to remit any taxes due at the rate prescribed by legislation, together with the fees, without being invoiced by the Union. The Union's GST Registration Number is 127561389RT.

## **Termination of Employment for Failure to Remit Displacement or Work Permit Fee**

- 7.10 On or before the fourth (4<sup>th</sup>) day of each week, the Employer will remit to the Union the amount of permit fees owing for each Permittee for the week previous, together with a list of Permittees. If the Employer fails to remit any work permit fees, the Employer shall discharge the Permittee within twenty-four (24) hours (one (1) business day) of receiving notice in writing from the Union.

## **Alternate Arrangements**

- 7.11 A person who is a member in good standing of the DGA, BECTU, and any other labour organization which the Union at its sole discretion should determine, shall be subject to alternate arrangements. All the terms and conditions of employment of such a person shall be covered by the collective agreement of the person's home labour organization and all disputes relating to the terms and conditions of employment shall be adjudicated pursuant to the adjudication provisions contained therein. No disputes adjustment under the collective agreement of the person's home labour organization shall in any way have any adverse precedential effect on the terms and conditions of this Agreement. ARTICLE 7.9 applies to such alternate arrangements.
- 7.12 A work permit issued to a person subject to alternate arrangements under ARTICLE 7.11 shall not be in effect and shall not apply during any period of time that person's home labour organization is engaged in a strike directed against that person's Employer or is locked out by that person's Employer.

## **Co-Production Treaties**

- 7.13 The Parties recognize that where a co-production treaty between Canada and another country or other countries imposes employment obligations on the Employer's production, the referral procedures may be subordinate to such obligations.

## **No Requirement to Furnish Services or Equipment**

- 7.14 (a) The Employer shall not require a prospective Employee to perform any work as a prior condition to his or her employment or to furnish his or her own equipment, vehicle(s), material(s), or working space. This shall not preclude a prospective Employee from demonstrating his or her ability or equipment.
- (b) Employees shall not be required by the Employer to use their own personal vehicle(s) in the conduct of the Employer's business.
- (c) Where an Employee agrees to furnish his or her own equipment, vehicle(s), material(s), or working space the Employer will pay the Employee such rental rates as are agreed upon and such agreed upon amounts shall be paid separate and apart from wages.
- (d) Where the Employer and the Employee enter into an agreement concerning the rental of the Employee's own equipment, vehicle(s), material(s) or working space the Union is not a party to the agreement and that agreement is not enforceable under this Collective Agreement.

## **ARTICLE 8 — STRIKES AND LOCKOUTS**

### **No Strikes or Lockouts During Term of Agreement**

8.1 There shall be no strikes or lockouts during the term of this Agreement.

### **Employee May Refuse to Cross Picket Lines**

8.2 An Employee may refuse to cross a picket line established by a labour organization provided that the picket line has not been declared unlawful.

## **ARTICLE 9 — CONSULTATION**

### **Production Notice**

- 9.1 The Employer shall notify the Union of each production which shall or may employ Employees which the Employer has undertaken or contracted to perform. The notice to the Union shall show:
- (a) the name of the production company;
  - (b) the name of the distributor or network;
  - (c) production locale(s),
  - (d) title, description and type of the motion picture and number of episodes, if applicable;
  - (e) approximate starting and production dates; and
  - (f) name, address, telephone number and facsimile number of the Employer's designated executive for the production.

The Employer shall send the notice to the Union as soon as a production office is opened.

### **Pre-Production Conference**

- 9.2 Either Party may request that a pre-production conference be held prior to the commencement of any production.

### **Consultation Committee to be Established upon Request**

- 9.3
- (a) On the request of either Party a Consultation Committee shall be established and shall meet regularly during the term of this agreement to discuss work-related issues that affect the Parties or any Employee covered by this Agreement.
  - (b) The purpose of the Consultation Committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills, and to promote workplace productivity.
  - (c) The Consultation Committee shall be comprised of an equal number of representatives of the Employer and the Union.

### **Production Records**

- 9.4 The Employer will supply the Union with:
- (a) Daily call sheets. If such call sheets are not available, such information as is normally included in the call sheets will be supplied.
  - (b) Notification of any changes in the shooting dates.

## ARTICLE 10 — GRIEVANCE AND ARBITRATION

### Direct Discussions of Problems arising at the Work-Site

- 10.1 (a) To handle problems during work, Employees shall first report any problems which arise on the job, involving the application or alleged violation of the provisions of this Agreement, to the Category Head (*i.e.*, the First Assistant Director or the Location Manager), who on behalf of the Union shall discuss the problem with the Employer's representative.
- (b) When problems are reported as provided in ARTICLE 10.1(a) above and a mutually satisfactory resolution is not reached on the same day, then the Category Head or his or her designate shall contact the Union's office for further discussion as outlined in the grievance procedure.

### Statement of Policy

- 10.2 (a) The Union and the Employer recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time.
- (b) No Employee shall be discriminated against for making a complaint or filing a grievance asserting a violation of this Agreement.
- (c) Other than a written Arbitrator's award, any settlement or withdrawal of a grievance shall be non-binding and non-citable in any subsequent grievance or arbitration unless the bargaining parties to this Collective Agreement through negotiations or the consultation committee agree in writing to adopt the settlement for purposes of contract interpretation.

### Grievances Defined

- 10.3 (a) A grievance is defined as any dispute between the persons bound by this Agreement concerning the dismissal or discipline of any Employee, or the interpretation, application, operation or alleged violation of this Agreement or any provision of the Deal Memo as specified in ARTICLE 13.3, including any question as to whether a matter is arbitrable.
- (b) Where possible, such disputes shall be settled directly between the Employer involved and the duly authorized representative of the Union. Both Parties may participate in conferences through representatives of their choice.
- (c) A grievance must be filed in writing within thirty (30) calendar days of the occurrence of the grievance, or within thirty (30) calendar days after the facts underlying the grievance became known or should have become known whichever is later.
- (d) A grievance is filed by delivering to the other party a written statement of the grievance which sets forth the contractual provisions alleged to be violated, the facts underlying the grievance, and the relief sought.

- (e) This time limit does not apply to any Director's additional use or series sales bonus payments. A failure by the Employer to make the requisite additional use and series sales bonus payments to the Director, as provided elsewhere herein, may be claimed at any time within twelve (12) months of the time the Director became aware or should reasonably have become aware that such payments were due and owing.

### **Grievance Procedure**

- 10.4 The Employer and the Union shall meet within fourteen (14) calendar days of the filing of the grievance, and shall endeavour to resolve the grievance between them. If they meet and fail to resolve the grievance, then either Party may proceed to final and binding arbitration pursuant to the *Labour Relations Code* of the Province of British Columbia before a Single Arbitrator selected from the list of Arbitrators of the B.C. Arbitrator's Association, or from a list of arbitrators mutually agreed to by the Parties. An Arbitrator named on the above list may at any time by mutual agreement be bypassed or removed from the list and another Arbitrator substituted.

### **Arbitration**

- 10.5 If the Parties fail to agree on an Arbitrator within five (5) days after one Party has served written notice on the other Party of its referral of the matter to Arbitration, the Director of the Collective Agreement Arbitration Bureau shall, at the request of either Party, appoint the Arbitrator in accordance with section 86 of the *Labour Relations Code*. If one Party refuses to participate in the selection process of an Arbitrator within five (5) days after one Party has served written notice on the other Party of its referral of the matter to Arbitration, then the Party which refuses to participate in the Arbitrator selection process shall be deemed to have waived the right to participate in that process and the Arbitrator shall be selected solely by the other Party. In either event, and regardless of whether the Arbitrator shall be selected by one or both Parties, and regardless of whether one or both Parties participate in the ensuing arbitration process, the Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on both Parties to the Agreement and fully enforceable in a Court of competent jurisdiction.

### **Rights and Duties of Arbitrators**

- 10.6 The Arbitrator shall have all necessary powers to determine the real issue in dispute according to the merits and, if appropriate, award monetary payments, adjustments, or damages consistent herewith. The Arbitrator shall not have the authority to alter in any way provisions of this Agreement.



### **Consequence of Failure to Meet Time Limits**

10.7 The Parties must comply with the time limits set out in this ARTICLE, unless otherwise agreed in writing.

### **Costs**

10.8 The Arbitrator's fees and expenses and a court reporter's fees (the latter only when both Parties request a reporter) shall be borne equally by both Parties. Expenses of witnesses, however, shall be borne by the Party who calls them.

### **Grievance Investigation and Recommendation Procedure**

10.9 Only by agreement of and on the terms established by the Parties, a grievance may be referred to a grievance investigation and recommendation procedure. If a grievance is referred to that procedure [named investigator] or a substitute agreed to by the Parties shall:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within thirty (30) days of receipt of the request, and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

## ARTICLE 11 — DGC CREWING

### Director Required

11.1 A Director must be hired prior to the beginning of principal photography and continue to be employed at least up to the delivery of the Director's Cut.

### Crewing

11.2 The number of Employees hired on a production shall be commensurate with the character of the work to be done, with the shooting schedule, and with the type and amount of equipment to be employed.

### Order of Hire

11.3 (a) Whenever the duties of a Category (Production Management, Assistant Direction or Location Management) are to be performed, the Employer must hire a Full Member of the Union as Category Head (*i.e.*, Production Manager, First Assistant Director or Location Manager). No Associate Member of the Union shall be hired as a Main Unit Category Head without the written consent of the Union. The Member selected by the Employer as Category Head on any unit shall be covered by this Agreement and shall receive the Category Head's rate for each day worked as a Category Head. Any subsequent Employees who may be hired in a Category will be hired in the order of the next highest classification as set out in the table below. Sufficient assistants to satisfactorily carry out the duties and responsibilities of that category shall be hired. A Category Head shall not be assigned to more than one (1) production at any one time with the exception of prep and wrap.

(b) For purposes of clarity, the order of hire in each Category shall be as follows:

Category	Production	Assistant Direction	Location Management
<b>Order of Hire:</b>	1. Production Manager	1. First Assistant Director	1. Location Manager
	2. Unit Manager	2. Second Assistant Director	2. Assistant Location
		3. Third Assistant Director	3. Location Trainee
		4. Trainee Assistant Director	

### Responsibility of Category Head

11.4 The Category Head will be responsible for recommending crew size for the safe and proper functioning within the Category. A Category Head shall be responsible for the supervision of the work force and supervising job conditions including call and wrap times. Discipline and discharge shall be vested solely with the Employer.

## **Preparation and Completion Time**

11.5 The Parties understand and agree that the most effective use of Production Managers, Assistant Directors, and Location Managers requires that they be allowed adequate preparation time before principal photography and completion time after principal photography.

## **Trainees**

11.6 Recognizing the need to maintain support of programs designed to develop adequate numbers of competent workers in the motion picture industry, the Employer may employ trainees in the respective categories, by order of hire established in ARTICLE 11.3 to perform such work as is within their capabilities and which is customarily performed by the category in which they are training. On request, the Union will provide the Employer with a copy of an up-to-date list of Members of the Union who have been accredited to accept Trainee assignments.

## **Duties not Assigned Outside Classifications**

11.7 The duties of the Classifications used in ARTICLE 11.3(b) as such duties are presently performed and were previously and customarily performed in the motion picture industry shall not be assigned by the Employer to Production Assistants or other personnel.

## **Location Scout**

11.8 Location Scouts may be hired at any time and engaged for a period commensurate with the character of the work to be accomplished, however in no event less than on a daily basis.

## **Production Assistant**

- 11.9 (a) Office Production Assistants may be hired at any time.
- (b) On-Set/Location Production Assistants may be hired at any time provided they perform only those duties specified in ARTICLE 12.5.
- (c) If the Employer employs one (1) or more members of the Union ('Key PAs') as an Office Production Assistant pursuant to (a) above and employs at least three (3) members of the Union ('Key PAs') as On-Set/Location Production Assistants pursuant to (b) above on a day, then the next four (4) Production Assistants who are employed on that day shall be members of the Union and shall be paid not less than one hundred ten percent (110%) of the minimum wage rate established pursuant to the B.C. Employment Standards Act if employed on a fifteen (15) hour guarantee, or at not less than one hundred sixty-five percent (165%) of the minimum wage rate established pursuant to the B.C. Employment Standards Act if employed on an eight (8) hour guarantee.

- (d) Thereafter, the Employer may employ any additional number of 'Helpers' to perform work normally performed by Office Production Assistants/On-Set/Location Production Assistants on that day.
- (e) On request, the Union will provide the Employer with a copy of an up-to-date list of Members of the Union who have indicated their willingness to accept Production Assistant assignments.
- (f) "Helpers" are persons holding a valid Permittee Registration Card. The Union shall allow a "Helper" to work as a Production Assistant on the payment by such non-member of a work permit fee to the Union of Five Dollars (\$5.00) per day of employment.

### **Additional Photography**

11.10 Crewing on Second Units and other additional Units, trailers, staged talent tests and promos shall include Category Heads and Assistants as needed in the order of hire. There is no requirement of a Trainee on Second Units and other additional Units, trailers, staged talent tests and promos.

### **Dual Capacity**

11.11 An Employee shall not be allowed to function in a dual capacity without the written consent of the Union.

## ARTICLE 12 — CLASSIFICATIONS

### Directors

- 12.1 (a) The Director directs whatever is seen and heard in the motion picture. The Director has the right to be present on the set whenever shooting is in progress. The fact that the Director may also render services as Producer and/or Writer or in any other capacity shall not take him/her out of the Director job classification, with reference to work he/she performs as a Director, and during the period of such work.
- (b) The terms “Director” and “directing” as used herein shall include directing all related functions and activities required for translating and transferring the premise, idea, and/or concept to the audiovisual images.
- (c) A Director’s duties include the following: survey and approve all locations and their use as they pertain to the directorial idea and need; directorial planning and breakdown of the shooting script; plot the camera angle and compositions within the frame; participate in determining the requirements of the set, costumes, make-up, props, etc., for their proper directorial perspective and mechanical functioning; participate in the final casting of all performers; rehearse actors, extras, and any of the visual and audio devices necessary for the completion of the production; direct the action of all performers, extras, etc.; direct the dialogue as well as pre-recording and post-recording of dialogue; directorial supervision of the duties of the entire crew during the rehearsal and shooting periods; make such script changes as necessary, within his/her jurisdiction, for the proper audiovisual presentation of the production; the right to the “first cut.”
- (d) The Director’s total function is to contribute creatively to all the above elements and to guide, mould, and integrate them into one cohesive, dramatic, and aesthetic whole.
- (e) It is the understanding and agreement of the parties that the rights and functions and responsibilities of Directors will be preserved and protected against erosion. To that end, the Parties agree that the provisions of this Agreement shall be construed to foreclose and prevent practices which erode the rights, functions, and responsibilities of Directors.

### Production Management

- 12.2 (a) The Production Manager specifically coordinates, facilitates, and supervises the pre-production of the production unit or units assigned to him/her, and, in addition, supervises all off-set logistics, has authority to make day-to-day production decisions, determine locations, establish and control budget, lay out schedules, and supervise personnel, all under the supervision of the Employer. The prime responsibility of the Production Manager is to supervise the operation of the unit or units assigned to him/her.

- (b) A Production Manager's duties include the following: prepare the script breakdown and the preliminary shooting schedule; prepare budget; supervise preliminary search and survey of locations and the completion of business arrangements for the same; work ahead of the Director in the preparation of the production to ensure continuing efficiency; complete production report for each day's work showing work covered and the status of the production, and arrange for the distribution of that report according to the Employer's requirements; arrange for the transportation and housing of cast and crew; secure the release for all locations and personnel; maintain liaison with local authorities regarding locations for the production.
- (c) The Unit Manager assists the Production Manager in the performance of the duties and functions outlined above.

### **Assistant Direction**

- 12.3 (a) The First Assistant Director is the assistant to the Director. The First Assistant Director or his or her delegate Assistant Director shall be present on-set whenever shooting is in progress. The First Assistant Director specifically organizes pre-production preparation, including organizing the crew, securing equipment and cast, breaking down the script (or story board), and preparing the strip board and a shooting schedule. During production he/she relieves the Director of all on-set production details, coordinates and supervises crew and cast activity and facilitates an organized flow of production activity. The First Assistant Director can assume the responsibilities of the Production Manager with the Union's approval. His/her prime responsibility is to assist the Director.
- (b) A First Assistant Director's duties include the following: prepare breakdown and stripboard; prepare final shooting schedule, keeping within time limitations imposed by the budget, cast availability, and the requirement of complete coverage of the script; supervise the search, survey, and management of locations and ascertain the specific requirements of those locations as they might affect the production; check weather reports; prepare "day-out-of-day" schedules for performers and determine cast and crew calls; supervise the preparation of the call sheet for the cast and crew to advise them of each day's work: prepare the daily production report and end of day paperwork; direct background action and supervise crowd control; set control and lockup; assume responsibility for the inventory and distribution of all on-set radios and other communication devices; liaise with the production office; secure minor contracts, extra releases, and on occasion obtain execution of contracts by talent, providing that the talent contracts and names and designations have been delivered to him/her prior to the first call for such talent; supervise the functioning of the shooting set and crew.
  - (c) The Second Assistant Director, Third Assistant Director, and Trainee Assistant Director assist the First Assistant Director in the performance of the functions and duties outlined above.

## **Location Management**

- 12.4 (a) The Location Manager searches, surveys, and secures locations for the approval of the Employer in consultation with the Director and arranges for same.
- (b) A Location Manager's duties include the following: locate sites, whether through file search or scouting; contract with property owners as an authorized functionary of the Employer; negotiate property rental and use rates between owners and the production company; obtain necessary permission or permits for location sites and location parking from appropriate government authorities; maintain the negotiated condition and use of the location site under the rental contract or government permit; meet with the appropriate area film office or council and maintain a liaison with same during location use; in the performance of their duties, may drive others provided such driving does not interfere with their regular duties.
- (c) The Assistant Location Manager, Location Trainee and Location Scout assist the Location Manager in the performance of the functions and duties outlined above.

## **Production Assistants**

- 12.5 An On Set/Location Production Assistant's duties include: perform crowd and traffic control (except where the work is performed by police officers, flag persons, or is performed by security personnel of a facility at which photography takes place); location maintenance; run errands; perform preliminary scouting and check the availability and cost of locations, if minimal.
- 12.6 An Office Production Assistant's duties include: make arrangements for meetings, lunches, dinners, hotel, travel and transportation reservations, assist in standard office functions, including filing, telephone answering, photocopying and distribution of production paperwork; run errands.

## **General**

- 12.7 The foregoing descriptions of Employee's established duties are not intended, nor shall they be construed, either to enlarge or diminish the duties, rights and functions of any recognized crafts or trades within the motion picture industry or the participation of the producers.
- 12.8 There shall be no alteration of job titles to evade or subvert the provisions of this ARTICLE.

## ARTICLE 13 — DEAL MEMO

### Deal Memo Required

- 13.1 Within a reasonable time after hiring any Employee and in any event no later than the first payday an individual written Deal Memo (see Schedule “A-1” or “A-2”) must be signed by a responsible Production Executive of the Employer and by the Employee and filed with the Union. The Deal Memo shall contain the following information: name, home address, social insurance number, date of hiring, wage rate, and basis of employment (*i.e.*, daily or weekly). A copy of the executed Deal Memo must be given to the Employee.

### Application to Existing Deal Memos

- 13.2 The provisions of this Agreement apply only with respect to services rendered on or after the effective date. Nothing herein is deemed to modify or affect the terms of any existing Deal Memo which are more favourable to the Employee than those contained in this Agreement.

### Provisions of Deal Memo Subject to Grievance and Arbitration

- 13.3 The Parties may refer only disputes over the following provisions of a Deal Memo to the Grievance and Arbitration Procedure under this Agreement:
- (a) Director’s credit;
  - (b) Director’s cutting rights;
  - (c) Director’s preview rights;
  - (d) Director’s creative rights, including, without limitation, all consultation or approval rights of any kind relating to any production;
  - (e) money claims for unpaid over-scale wages; and
  - (f) screen credits under ARTICLE 26.2 (e)



## ARTICLE 14 — NOTICE OF LAY-OFF OR POSTPONEMENT

### Lay-Off Defined

14.1 “Lay-Off” means a severance from active employment which may be temporary or permanent due to a shortage of work, including production hiatus and completion of the Employee’s assignment.

### Notice of Lay-Off

- 14.2 (a) When an Employee is hired at a daily rate, he/she shall be notified by the Employer prior to or at wrap time if his/her services are required for the following day.
- (b) When an Employee is hired on a weekly rate, he/she shall be entitled to notice of lay-off, or severance pay in lieu of notice, in accordance with the *Employment Standards Act*, but in no event less than one (1) week’s notice, or one (1) week’s severance pay in lieu of notice or a combination thereof. The Employer shall pay the severance pay in a lump sum. If the Employer later re-hires the Employee, the Employee shall not be required to return any portion of the severance pay to the Employer.
- (c) The same notice as set out in paragraph (b) above shall be required from Employees voluntarily leaving their job or position. An Employee failing to give the required notice of resignation may be re-hired at the sole discretion of the Employer.

### Discharge

- 14.3 (a) An Employer shall not discharge or otherwise terminate a weekly Employee prior to the end of the work week, without just and reasonable cause. An Employer shall promptly give the Union notice in writing of such action and the reason(s) for the action. If the Union believes the action to be unjustified, the Union may submit the matter as a grievance under this Agreement. An arbitrator shall have the power to order reinstatement of the Employee with or without full compensation, to award damages in lieu of reinstatement, or to sustain the discharge.
- (b) If an Employee is discharged or terminated for just and reasonable cause, the Employer shall replace that Employee with another qualified Member. In no event shall any such action result in a reduction of the total crew personnel.
- (c) An Employee who advises the Employer that he or she will not comply with an order, directive, or assignment that is unlawful, unsafe or which is known by the Employee to be a violation of a location permit will not be discharged or disciplined.

## Replacement Pay

- 14.4 (a) Except as provided in (b) and (c), the Employer shall pay a weekly Employee who is replaced a lump sum equal to one (1) week of the Employee's weekly rate of pay including over-scale payments, if any.
- (b) The Employer shall pay a weekly-rated Employee who is replaced after completing work on at least:
- (i) fifty percent (50%) of the episodes of a single television series order, excluding options, of thirteen (13) episodes or more; or
  - (ii) fifty percent (50%) of the days of principal photography on a long-form television production ninety (90) minutes or longer, or a theatrical motion picture
- replacement pay in a lump sum equal to a minimum two (2) weeks at the Employee's weekly rate of pay including over-scale payment, if any, or the weeks of entitlement as set out in the *Employment Standards Act* whichever is greater.
- (c) If an Employer employs two "alternating" Employees on an episodic television series, and replaces such alternating Employee(s) without just and reasonable cause, the Employer shall pay to the Employees replacement pay as set out in (b) above if:
- (i) such Employee would have worked on fifty percent (50%) of the episodes in the series order, provided that such order is for at least thirteen (13) episodes, excluding options; and
  - (ii) such Employee(s) has completed work on fifty percent (50%) of the episodes on which he/she would have worked had he/she not been replaced.
- (d) Such Employees are eligible for rehire. If the Employer later rehires the Employee, the Employee shall not be required to return any portion of the replacement pay to the Employer.

## **Force Majeure**

- 14.5 (a) If a production is prevented or interrupted by reason of:
- (i) natural causes, such as Acts of God, fire, earthquake, hurricane, and floods;
  - (ii) strikes, or other labour disputes;
  - (iii) emergency governmental regulation or order; or

- (iv) injury to, or *bona fide* illness of a leading cast member or the first unit director;
- (v) riot, war or such other cause beyond the reasonable control of the Employer,

then the minimum guarantee provided for that current week shall be reduced to the extent necessitated by such contingency.

- (b) In such circumstance, the Employer shall furnish a statement in writing to the Union as to the reason for the *force majeure*. If the Union believes the *force majeure* declaration to be unjust or unreasonable, it may file a grievance with respect to the declaration under the Grievance and Arbitration Procedure of this Agreement.

### **Recall for Services**

- 14.6 If an Employee is recalled, or has his/her employment extended, for any reason, including but not limited to retakes, added scenes, sound track, process shots, transparencies, trick shots, trailers, changes, or for any other purpose, the Employer shall adhere to all the terms and conditions hereof. These terms and conditions shall continue to be in effect until the work of the affected Employee is completed. The Deal Memo of the Employee recalled shall also be in effect. The Employee, unless bound by a Deal Memo, can refuse to accept a recall assignment.

## ARTICLE 15 — REGULAR WORK DAY AND OVERTIME

- 15.1 The work day for all Employees (other than Production Assistants) shall be not more than fifteen (15) consecutive hours of work inclusive of all meal breaks. Any Employee who is required to report to work shall be credited with and paid for fifteen (15) hours at the appropriate rate for the day.
- 15.2 The work day for Production Assistants shall be not more than either eight (8) or fifteen (15) consecutive hours of work inclusive of all meal breaks. When a Production Assistant is required to report for work he/she shall be notified at the time of call whether it is an eight (8) hour call or a fifteen (15) hour call. When a Production Assistant is required to report for an eight (8) hour call, he/she shall be credited with and paid for eight (8) hours at the appropriate rate for that day. If such Production Assistant continues on the job beyond eight (8) hours, or when a Production Assistant is required to report for a fifteen (15) hour call, he/she shall be credited with and paid for fifteen (15) hours at the appropriate rate for that day.
- 15.3 For the purposes of determining overtime, the Hourly Base Rate of Employees working fifteen (15) hour days shall be as follows:
- (a) For a daily-rated Employee working a fifteen (15) hour day the Hourly Base Rate shall be computed by dividing the daily rate by twenty and one-half (20½) this being the number of payroll hours per day.
  - (b) For a weekly-rated Employee working a fifteen (15) hour day the Hourly Base Rate shall be computed by dividing the weekly rate by one hundred and two and one-half (102½) this being the number of payroll hours per week.

### Extended Work Day Premiums

- 15.4 (a) Extended work day premiums will apply in the event work continues beyond fifteen (15) hours in a day. Any Employee who is required to work more than fifteen (15) hours a day shall be paid two and one-half times (2½X) the Employee's Hourly Base Rate for time worked over fifteen (15) hours in a day. Such overtime will not be scheduled.
- (b) No Employee shall be required to work more than eighteen (18) hours in a day. This requirement may be waived by the mutual agreement of the Employer and the individual Employee concerned. Any Employee who agrees to work more than eighteen (18) hours in a day shall be paid three times (3X) the Employee's Hourly Base Rate for time worked over eighteen (18) hours in a day. No Employee shall be dismissed, disciplined, or otherwise be discriminated against, nor shall his or her pay be withheld, for refusal to work more than eighteen (18) hours in a day.
- (c) For the purposes of this provision, a day shall consist of twenty-four (24) hours from the time any Employee begins the call in which the hours are worked.

- (d) The extended work day premium is not applicable to Directors.
- (e) A Production Manager, Location Manager or Unit Manager may only work overtime with the prior authorization of the Employer.

### **Hourly Base Rate Defined**

- 15.5 (a) The Hourly Base Rate for an Employee shall not be less than the rate set out for that classification in Appendix "B" — Wage Scales.
- (b) Unless otherwise defined in the Employee's Deal Memo, Hourly Base Rate for an over-scale Employee means:
- (i) for a daily-rated over-scale Employee, that Employee's guaranteed daily rate, including over-scale, divided by twenty and one-half (20½); and
  - (ii) for a weekly-rated over-scale Employee, that Employee's guaranteed weekly rate, including over-scale, divided by one hundred and two and one-half (102½).

### **Over-Scale Rates**

- 15.6 Over-scale means those wages which an Employee has contracted with the Employer over and above the minimum wages provided in this Agreement.
- (a) Each Employee's Deal Memo shall clearly state whether and in what manner or form over-scale pay may be credited or offset against any or all of the following premiums: extended work days, work on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days, and encroachment on turnaround.
  - (b) Failure to designate clearly the offset rights in the Deal Memo shall mean the loss of any right to credit or offset over-scale pay.
  - (c) Offsetting shall not be allowed to reduce an Employee's wages to less than the amount the Employee would have earned at the minimum hourly base rate set out in Appendix "B" — Wage Scales — plus any applicable premiums.

### **Stand-By Calls**

- 15.7 The Employer shall only issue firm Call times and shall not schedule stand-by calls. In this ARTICLE, "Call" means the official notification of the time and place the Employer sets for the Employee(s) to report for work.

## **Cancellation — Daily Employees**

15.8 The Employer may cancel a daily Employee's call with notice equal to the number of hours of turnaround in effect at that time. If such notice is not given, the Employee shall be paid one (1) day's pay at his/her daily rate.

## **Weather Cancellation — Daily Employees**

15.9 Notwithstanding the above, the Employer may cancel a daily Employee's call at any time up to and including the scheduled call time of the day in question in the case of exterior shooting where weather is a factor. If a call is cancelled due to weather, the Employee shall be paid twenty-five percent (25%) of one (1) day's pay at his/her daily rate for that Employee.

## **Regular Work Week**

- 15.10 (a) The regular work week for all weekly Employees consists of five (5) consecutive days out of any seven (7) consecutive days, as designated by the Employer on each production unit. The sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive days in the work week shall be the regular days off.
- (b) The Employer has the right to establish a separate and distinct regular work week for each production unit as well as for Office Production Assistants and for Location Managers, Assistant Location Managers or Location Scouts.
- (c) An Employer may, at its discretion, reduce by one-fifth (1/5<sup>th</sup>) the weekly guarantee for each day an Employee is absent.
- (d) Any weekly Employee who loses a day from his or her guaranteed work week because of his or her absence may, if work is available, make up the lost day(s) to a limit of one (1) day, on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day during the same work week; provided that the Employee shall not be entitled for such makeup work to the overtime compensation herein provided for work in excess of five (5) days.

## **Work Performed on the 6th and 7th Consecutive Days**

- 15.11 (a) One hundred and fifty percent (150%) of the Employee's daily or pro-rated weekly rate of pay including over-scale payment (if not subject to alternate arrangements pursuant to ARTICLE 15.6), shall be paid for time worked by any weekly Employee or a regularly scheduled, five-day-per-week daily Employee on the sixth (6<sup>th</sup>) day of the regular work week. An Employee shall be paid three times (3X) the Hourly Base Rate for time worked beyond fifteen (15) hours on the sixth (6<sup>th</sup>) day of the regular work week.
- (b) Two hundred percent (200%) of the Employee's daily or pro-rated weekly rate of pay including over-scale payment (if not subject to alternate arrangement pursuant to ARTICLE 15.6), shall be paid for time worked by any weekly Employee or regularly- scheduled, five-day-per-week daily

Employee on the seventh (7<sup>th</sup>) day of the regular work week. An Employee shall be paid three times (3X) the Hourly Base Rate for time worked beyond fifteen (15) hours on the seventh (7<sup>th</sup>) day of the regular work week.

- (c) For the purpose of computing consecutive days worked, a holiday shall be included whether or not work is actually performed.
- (d) An Employee who has already worked five (5) consecutive days on any of the Employer's productions shall be paid the applicable premium rate for the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive day(s) worked by that Employee, regardless of the work day of the unit to which the Employee is assigned.
- (e) Employees working on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of the production's regularly scheduled work week who have not worked the previous five (5) consecutive days are not entitled to sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day premiums.

### **Shifting the Work Week**

15.12 Once every six (6) shooting weeks, and in the case of episodic television, once between hiatus periods (i.e., between the commencement or resumption of production and a cessation of principal photography for the series for at least one week,) or more frequently where agreed by the Employer and Union, the Employer may shift the work week by doing either or both of the following without incurring a penalty:

- (a) shift the work week forward by adding one (1) or two (2) additional days off from the regular work week and begin the shifted work week on the following day,
- (b) shift the work week back:
  - (i) by one (1) day, by changing the seventh (7<sup>th</sup>) day of the regular work week to the first (1<sup>st</sup>) day of the shifted work week, provided that the sixth (6<sup>th</sup>) day of the regular work week is a day off and the thirty-two (32) hour rest period applies, or
  - (ii) by two (2) days, by making the preceding work week a prorated four (4) day work week, giving the fifth (5<sup>th</sup>) day off, and making the sixth (6<sup>th</sup>) day the first day of the shifted work week, provided that the thirty-two (32) hour rest period applies.
- (c) Employees shall be given seven (7) calendar days' notice of the shift. In no event may the Employer shift the work week to avoid paying for an unworked holiday.

### **Partial Work Week**

15.13 The Employer shall pay a weekly Employee whose assignment starts on other than the first (1<sup>st</sup>) day of the established work week or ends on other than the fifth (5<sup>th</sup>) day of the established work week one-fifth (1/5<sup>th</sup>) of his/her weekly wages for each day worked during the partial work week, provided that during the preceding or following work week of his/her assignment the Employee completes a full work week. The foregoing is intended to apply only to the start and finish of production and any production hiatus.

### **Dailies, Production Meetings and Surveys**

15.14 When attendance at production meetings or surveys is required by an Employer, that time shall be work time. An Employer need not pay the Employee for time spent at the screening of dailies, unless the Employer or the Director requires the Employee to be there. If the Employer or the Director requires the Employee to attend the screening of dailies, the time spent at the screening shall be considered as time worked.



## ARTICLE 16 — MEALS

### Craft Service

16.1 It is recognized by the Parties that organized refreshment breaks may not be desirable or cost effective for some productions. Therefore, when on location or in studio, coffee, tea, water, and other suitable beverages will be provided by the Employer for the Employees at all times. The Employer will designate someone to deliver refreshments to Employees who are unable to leave their work stations. The timing and frequency of such opportunities will be dependent upon operational requirements.

### Meal Periods

16.2 The provisions below apply to all Employees, including Employees performing duties away from a shooting unit.

- (a) Reasonable time (*i.e.*, not less than one-half ( $\frac{1}{2}$ ) hour for appropriate meals (*i.e.*, lunch and dinner) shall be allowed all Employees hereunder. When meals are not catered and restaurants are not located within five (5) minutes walking distance, the minimum meal period shall be forty-five (45) minutes, excluding travel time to and from the restaurant. All meal periods shall be included within the work day.
- (b) The Employee's first meal period shall commence within six (6) hours following the time of his/her call for the day; succeeding meal periods for the same Employee shall commence within six (6) hours after the end of the preceding meal period. An Employee's first meal period shall commence no earlier than two (2) hours after such Employee reports for work, except as provided in subparagraph (d) below.
- (c) For Employees assigned to a shooting unit, the meal interval may be extended when such extension is used for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. In no case shall any work period exceed nine (9) hours without a meal break, French Hours shall not be construed to violate this provision.
- (d) If, after the commencement of work time, the Employee is given a reasonable "walking breakfast", the first meal may be six (6) hours after such breakfast. The "walking breakfast" shall be a meal appropriate to the time of day.

### Meals and Meal Allowances

16.3 (a) When the Employer provides a meal or meal allowance (as distinguished from a per diem or penalty) to a working unit, the Employees in that working unit (other than those receiving a per diem allowance for meals on distant locations) will be provided a meal or the same meal allowance where they have satisfied the same terms and conditions for entitlement to such meal or

allowance. Meals provided by the Employer shall not be deducted from the Employee's wages.

- (b) When the Employer provides a meal (*i.e.*, breakfast, lunch or dinner) to a working unit, any Employee in that working unit who is not provided that meal shall be paid the appropriate meal allowance specified in ARTICLE 22.8 (*i.e.*, breakfast, Fourteen Dollars and Fifty Cents (\$14.50), lunch, Twenty Dollars and Fifty Cents (\$20.50), and dinner, Thirty Dollars (\$30.00), or as increased pursuant to ARTICLE 22.14. Such allowance shall be in addition to the compensation for work time and shall not be applied as part of any guarantee.
- (c) When an Employee is working without direct Employer supervision, such as pre-production work, including surveys, pick-up and delivery of equipment, or post-production work, including return of equipment or material, and is given the prerogative to arrange his or her Meal Period(s), the Employee shall not be entitled to a meal allowance.
- (d) For the purpose of this ARTICLE 16.3, "working unit" means the office or each shooting unit.

### **French Hours Defined**

16.4 "French Hours" also referred to as "Pacific Northwest Hours" are defined as follows:

- (a) An eleven (11) hour work period at the prevailing rate, which includes one (1) hour of paid meal period before the shift begins; or includes one-half ( $\frac{1}{2}$ ) hour non-deductible meal period before the shift begins and two (2) fifteen (15) minute non-deductible breaks during the rest of such work period.
- (b) The meal allowance in ARTICLE 16.3 (above) shall not apply unless work continues past eleven (11) hours.
- (c) The Employer will provide a continuing hot buffet accessible to the Employees.

### **French Hours**

16.5 An Employer may, at its option, institute French Hours on a daily basis provided that a French Hours system applies to the entire shooting crew and that notice is given to crew on the previous work day.

## ARTICLE 17 — REST PERIODS

### Daily Turnaround

17.1 An Employee shall be entitled to a nine (9) hour rest period between the end of a work day and the start of the next, and whenever practicable, such rest period must be given.

### Weekly Turnaround

17.2 The minimum weekly rest period shall be as follows: three (3) consecutive days off shall entitle the Employee to a seventy-two (72) hour rest period; two (2) consecutive days off shall entitle the Employee to a forty-eight (48) hour rest period; and one (1) day off shall entitle the Employee to a thirty-two (32) hour rest period.

### Working Outside Studio Zone

17.3 When working outside the limit of the Studio Zone, the daily and weekly turnaround shall be computed from the Studio Zone boundary.

### Encroachment on Turnaround

- 17.4 (a) If the appropriate rest period is not provided, each hour worked during the rest period shall be paid at three times (3X) the Employee's Hourly Base Rate. When the rest period is encroached by one-half ( $\frac{1}{2}$ ) hour or less, there shall be a payment of one-half ( $\frac{1}{2}$ ) hour of turnaround premium. If the rest period is encroached by more than one-half ( $\frac{1}{2}$ ) hour the turnaround premium shall be computed in one-tenth ( $\frac{1}{10}$ ) of an hour increments for the encroached period. This provision does not apply to Directors.
- (b) In order to avoid the encroachment of the rest period, the Employer will have the right to assign specific Employees within a Category (ARTICLE 11.3 (b)) and/or crews as necessary to complete the job. For greater certainty, the assignment of such duties within a Category is "relieving for periods of less than one (1) day" and shall not result in an upgrade under ARTICLE 20.6.

## ARTICLE 18 — HOLIDAYS

### Holidays

18.1 The recognized holidays are as follows:

- (a) New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day;
- (b) any other day declared a statutory holiday; and
- (c) any additional holiday which an Employer grants to any other British Columbia labour organization on the same production.

18.2 If a holiday falls on a day off, the Employee shall be given a day off on either the work day before or the work day after the holiday. If two (2) holidays fall on consecutive, days off, the Employee shall be given four (4) consecutive days off. The Employer shall designate the day(s) to be granted as the day(s) off.

18.3 If a holiday, excluding Christmas Day, Boxing Day, Good Friday, and New Year's Day, falls on the second (2<sup>nd</sup>), third (3<sup>rd</sup>), or fourth (4<sup>th</sup>) work day of the work week, the Employer may designate the first (1<sup>st</sup>) or fifth (5<sup>th</sup>) work day of the work week as the observed day of the holiday, and the actual day of the holiday shall be worked and paid for at the daily rate of pay including over-scale payment if any. The Employer shall file notice of the designated holiday schedule no later than seven (7) calendar days prior to the holiday.

18.4 When working outside of British Columbia, the holidays shall be those recognized locally, except for Christmas Day, Boxing Day, New Year's Day, and Good Friday which must be observed on the dates they occur.

### Holidays Not Worked

- 18.5 (a) **Daily-Rated Employees:** If a daily-rated Employee has earned wages or performed work on fifteen of the thirty days immediately preceding the holiday, the daily-rated Employee shall be paid one hundred percent (100%) of his or her daily rate of pay including over-scale pay for a holiday not worked. If a daily-rated Employee has not earned wages or performed work on fifteen (15) of the thirty (30) days immediately preceding the holiday, the daily-rated Employee shall be paid on the basis of the Employees total wages earned for the thirty (30) days, preceding the holiday divided by fifteen (15).
- (b) **Weekly-Rated Employees:**
- (i) If a holiday(s) not worked falls within a full work week, the Employee shall be paid his or her full weekly compensation; and
  - (ii) If a holiday(s) not worked occurs within a partial work week and if a weekly-rated Employee has worked the work day before and the work day after the holiday, the Employee shall be paid one-fifth (1/5<sup>th</sup>) of his

or her weekly rate of pay including over-scale payment, if any, for the holiday(s). The foregoing is also intended to apply to any holiday(s) which occurs during a production hiatus.

### **Holidays Worked**

- 18.6 Two hundred and fifty percent (250%) of the Employee's daily or pro-rated weekly rate of pay including over-scale payment (if any) shall be paid for time worked on holidays. An Employee shall be paid three times (3X) the Hourly Base Rate for time worked beyond fifteen (15) hours on holidays.

### **Holidays and a Guaranteed Period of Employment**

- 18.7 Except for Directors, holidays shall apply against a guaranteed period of employment whether worked or not.

## **ARTICLE 19 — FRINGE BENEFIT FUNDS**

### **GST**

- 19.1 To the extent that the Canadian Goods and Services Tax (“GST”) applies, it shall be in addition to all sums set forth in this Agreement. The Union is a registrant for the purposes of the GST and shall remain such a registrant for so long as payments remain due under this Agreement. The Employer and the Union agree to provide each other with such documentation as may be reasonably required in order that each may claim the GST input tax credits to which each is respectively entitled.

### **Gross Salary or Wages Defined**

- 19.2 The term “Gross Salary” or “Gross Wages” as used herein means all compensation inclusive of minimum scale and over-scale wages, extended day and rest period premiums, and Director’s initial prepayment of additional-use fees (“Buy-Out”) and series sales bonus paid to an Employee before any applicable tax withholdings, but does not include fringe benefits such as vacation pay, health and welfare contributions, retirement contributions and monies paid by the Employer for expenses, such as per diem allowance or travel costs as agreed.

### **Vacation Entitlement and Pay**

- 19.3 In lieu of paid vacation, each Employee shall receive four percent (4%) of their Gross Wages as vacation pay. Such payment shall be made to the Employee each pay period.

### **Health and Welfare Fund**

- 19.4 The DGC shall operate and administer a Health and Welfare Fund for the purpose of providing health and welfare benefits to eligible members of the Union on a schedule to be determined by the DGC. The Employer shall contribute to the DGC Health and Welfare Fund a sum equal to four percent (4%) of the Gross Wages of each Employee covered hereby. The four percent (4%) contribution rate shall be supplemented by four dollars (\$4.00) per day effective July 5, 2009, plus an additional four dollars (\$4.00) per day effective April 4, 2010 and an additional four dollars (\$4.00) per day effective April 3, 2011. Payment shall be made by cheque payable to the “Directors Guild of Canada - Health and Welfare Plan” on or before the fourth (4<sup>th</sup>) day of the succeeding work week and shall be remitted for purposes of collection and transmittal through the Union office. It is recognized and agreed that Health and Welfare contributions are not subject to the GST.

### **Retirement Fund**

- 19.5 Each Employee (including persons engaged through Loan-Out Companies) shall receive retirement contributions in a sum equal to seven percent (7%) of Gross Wages, payable each pay period. The DGC shall operate and administer the DGC Group Retirement Savings Plan (hereinafter the “Retirement Fund”) for the purpose of providing retirement benefits to eligible members of the DGC. Each eligible Member of the DGC may elect in writing to have his or her compensation reduced

by means of a payroll deduction and to have the deducted amounts paid on his or her behalf to the Retirement Fund. Payment shall be made by cheque payable to "Directors Guild of Canada - Group Retirement Savings Plan" on or before the fourth (4<sup>th</sup>) day of the succeeding work week and shall be remitted for purposes of collection and transmittal through the Union office.

### **Contract Administration and Training Fund**

- 19.6 (a) For each Employee covered by this Agreement, the Employer shall pay to the Union's Contract Administration and Training Fund a sum equal to one percent (1%) of the Gross Wages of each Employee. However, where an Employee is paid over-scale in excess of two hundred and fifty percent (250%) of the applicable minimum rate, such percentage shall be computed on two hundred and fifty percent (250%) of such minimum rate.
- (b) For each member in good standing of the DGA or BECTU or any other labour organization which the Union in its sole discretion shall determine, who is employed the fee shall be five percent (5%) of the applicable minimum rate which he/she would have been paid had he/she been employed hereunder.
- (c) It is recognized and agreed that the Contract Administration and Training Fees are subject to GST and other like taxes and the Employer hereby agrees to remit any taxes due at the rate prescribed by the legislation, together with the fees without being invoiced by the Union. The Union's GST registration number is 127561389RT.

### **Remittance**

- 19.7 All working dues under ARTICLE 6 and Benefit Fund payments under this ARTICLE shall be computed by the Employer on a weekly basis and sent to the Union office or depository selected by the Union office, not later than the fourth (4<sup>th</sup>) day of the week following, with a complete remittance breakdown.

### **Reallocation of Contributions**

- 19.8 The Union shall have the right to reallocate the percentage contributions made to the various fringe benefit funds in this Agreement upon providing notification to the Employer.

### **BC - CFTPA Contract Administration Fee**

- 19.9 Each Employer, with the exception of those Employers associated with a member of the Alliance of Motion Picture and Television Producers ("AMPTP") in Encino, California, will pay a "Contract Administration Fee" to the B.C. Producer's Branch of the Canadian Film and Television Production Association (the "B.C. Branch of the CFTPA") as follows:
- (a) **CFTPA Members:** If the Employer is a member in good standing of the CFTPA as of the date of remittance of the Administration Fee, the Employer shall pay to the BC branch of the CFTPA a sum equal to one percent (1%) of

the Employees' Gross Wages. This provision may not be reduced or waived without the written agreement of the B.C. Branch of the CFTPA.

- (b) **AMPTP Affiliates:** An Employer who is an affiliate of the AMPTP shall pay any levies that may be due to the AMPTP directly to the AMPTP.
- (c) **Non-Members:** If the Employer is not a Member in Good Standing of the CFTPA or an affiliate of the AMPTP as of the date of the remittance of the Administration Fee, as evidenced by written notice from one of the Associations to such effect, four percent (4%) of the Employees' Gross Wages shall be sent directly to the Union. All amounts collected under this paragraph shall be divided as follows: fifty percent (50%) shall be retained by the Union and fifty percent (50%) shall be paid to the B.C. Branch of the CFTPA. The Union shall remit the CFTPA's share of the Administration Fees collected pursuant to this paragraph, itemized by Production to the B.C. Branch of the CFTPA within thirty (30) days of the end of each calendar quarter. This provision may not be reduced or waived without the written agreement of both the Union and the B.C. Branch of the CFTPA.
- (d) A Member in Good Standing of the CFTPA is defined as a member whose payments to the Association for membership dues and Administration Fees are up to date.
- (e) The Union will send to the Associations on an ongoing basis, a list of all Productions containing the title of the Production, the name and address of the Producer, the shooting dates, location, and the Producer's Association membership as declared.

### **Television Series Incentive**

19.10 Rates shall lag one year in scale minimum wage increases and a discount of 2% on the fringe rates as set forth in Articles 19.3, 19.4, 19.5, and 19.6 for the first two years of a television series.



## **ARTICLE 20 — WAGES**

20.1 The wage rates are set out in Appendix “A” and “B” of this Agreement.

### **Schedule of Minimum Pay Rates**

- 20.2 (a) The Schedule of Minimum Rates set out in the Appendices hereto, are based on a fifteen (15) hour day exclusive of vacation and retirement pay;
- (b) The computations are listed to provide reference points and to facilitate budgeting in the computation of individual and crew wages for those Employees working at the Basic Minimum Wages.

### **Working Wage Rates**

- 20.3 The Minimum Rates enumerated in the Appendices to this Agreement are Basic Minimum Scales and nothing in this Agreement shall prevent the Employer from paying the Employees higher than these Minimum Rates nor shall the Employees be required to accept employment for the Minimum Rates.
- 20.4 All Employees, except the Director, are to be hired on day-to-day or week-to-week basis. The Employer shall notify each Employee at the beginning of the engagement as to whether he or she is a daily or weekly Employee.

### **Wages to Loan-Out Companies**

- 20.5 If an Employee is hired through a Loan-out Company, the Employer shall make all benefit fund payments for the Employee directly to the appropriate benefit fund, and all other rates and conditions of this Agreement shall apply as if the Employee had been hired personally by the Employer. The Employer shall report to the Union all payments made by the Employer to a Loan-out Company or to a benefit plan.

### **Pay Adjustment for Work in Higher Classifications**

- 20.6 When an Employee is assigned to a higher-rated job classification, the Employee shall be increased while he/she works in that classification to not less than the daily or weekly rate for the higher-rated job classification, unless relieving for periods of less than one (1) day.

### **Pay for Work in Lower Classifications**

- 20.7 An Employer shall not require an Employee to work in a lesser-paying classification than that for which the Employee was hired, unless the Employee agrees in a written document signed by the Employee to the lesser-paying classification.

## **ARTICLE 21 — PAYMENT OF WAGES**

### **Payroll Period**

21.1 For the purposes of uniformity, the payroll period shall be from 12:01 a.m. of the first (1<sup>st</sup>) day of the work week to 12 midnight of the seventh (7<sup>th</sup>) day of the work week, and all times shall be computed in six (6) minute increments. The Employer will make and remit the appropriate deductions from the individual Employee's pay and shall make contributions to the Canada Pension Plan (C.P.P.) and the Canada Employment Insurance Commission (C.E.I.C.) as required by law. The aforementioned remittances will not be required for Employees who furnish their services through a Loan-out Company providing direct payments on their behalf. The Employer will furnish proof of compliance if requested. The Employer shall not make deductions from any such wages unless authorized by statute, court order, arbitration award, or this Agreement.

### **Pay Day**

21.2 Employees shall be paid no later than the fourth (4<sup>th</sup>) work day following the week worked. If a Saturday, Sunday, or holiday falls on a regular paid day, payment will be made on the preceding work day. Every effort will be made by the Employer to distribute pay cheques to the Employees during their shifts that day. If, for any reason, this is not feasible in the case of any individual or group of Employees, the Employees involved shall be so notified by the Production Manager before the end of their shifts and advised by him/her as to the time when their pay cheques will be available. In any such case, the pay cheques shall be given to the Production Manager or his or her designee for distribution.

### **Medium of Wage Payment**

21.3 All wage payments shall be made by cheque, or cash evidenced by a written voucher receipted by the person to whom such cash is paid. The Employee's pay envelope or pay cheque stub shall bear the following information: the Employee's name and classification, the regular and overtime hours worked and the wages earned during the pay period, and itemization and identification of all deductions, and the net amount of the cheque or cash received by the Employee.

### **Payroll Service**

21.4 The Employer must establish a local "pay office". In the event that the Employer uses a payroll company or other outside person(s), or entity (herein referred to collectively as the "payroll service") to handle or facilitate the payment of wages or other benefits to or on behalf of an Employee, the Employer agrees and acknowledges that it remains liable and responsible for compliance with this Agreement.

## **Termination Pay**

- 21.5 (a) Whenever the Employment Insurance Separation Certificates and pay cheques are not given to the Employee at the time of termination, they shall be sent by the Employer to the Employee within three (3) working days of the time of termination. If on distant location, the Employee shall be entitled to room and board at no cost until transportation is made available.
- (b) As directed by the Employee, a cheque sent by registered mail to the address of the Employee or the Union office, as the case may be, within the time as required above, is payment hereunder.

## **Time-Keeping**

- 21.6 The Employer shall maintain an adequate system of time-keeping to record the times that an Employee reports for and leaves work each day. The Employee's starting and finishing times, meal periods or allowances, and rate changes (if any) shall be shown on the time card. Any items changed after the time card is completed must be reviewed with the Employee. The time records shall be open to inspection by a duly authorized representative of the Union at reasonable times and on giving the Employer reasonable notice.

## **Records**

- 21.7 Each payroll period, the Employer's payroll department or service will supply the Union office with the name, classification, and social insurance number of each Employee and a breakdown of gross wages, hours, and fringe benefit payments.

## **Security Against Wages**

- 21.8 The Employer shall provide the Union with a monetary guarantee as mutually agreed upon, or a cash bond in the amount not less than Twenty-Five Thousand Dollars (\$25,000), as security against wages, permit fees, or other financial liabilities, at least seven (7) calendar days prior to any principal photography on each production. This deposit shall be returned to the Employer when all wages, permit fees, and other financial liabilities have been paid and when all grievances, if any, have been resolved.

## **Financial Difficulties and Payroll Failures**

- 21.9 (a) Should the Employer become tardy or delinquent in the payment of wages, or operate in receivership or bankruptcy or under the supervision of a creditor's committee, or undertake the liquidation of its business, or otherwise become involved in financial difficulties, the Employer shall, upon demand by the Union, if not prohibited by law or court order, pay the Employees on a daily basis. If the Employees not paid within seven (7) calendar days of either the end of the production or the end of the preceding work week, the Union may claim against the monetary guarantee or bond on behalf of such Employees.

- (b) If this delinquency occurs during shooting, work will cease until the bond is replenished. This right will not be exercised where there is a *bona fide* dispute concerning the amount of payment.
  
- (c) An Employee's refusal to work under ARTICLE 21.9 (b) shall be deemed not to be a breach of this Agreement, the Employee's Deal Memo or other employment contract, if any, and the Employer shall not institute any disciplinary or other action in relation to the Employee's refusal to work and shall not consider the refusal to work to be resignation of the Employee's employment. The Employer shall not seek damages from an Employee or the Union if the Employee refuses to work under ARTICLE 21.9 (b).

## ARTICLE 22 — TRAVELLING CONDITIONS, REPORT ZONE AND MEAL ALLOWANCES

### Studio Zone - Local

22.1 (a) The Vancouver Studio Zone shall be viewed as a grid, the boundaries of which are:

- On the West, the shoreline;
  - On the North, from the northern municipal boundary of the District of West Vancouver eastward along the northern municipal boundary of the District of North Vancouver to the end of the road at Seymour Dam, then continuing eastward to the eastern shoreline of Coquitlam Lake;
  - On the East, 122 degrees/45 minutes longitude southwest to a point of intersection with the 5L82 BC Hydro power line, then southeast following that power line to a point intersecting the end of the paved road at the northern boundary of Minnekhada Park, then continuing east to the western shore of the Pitt River, then following the Western shore of the Pitt River heading southwest to the south shore of the Fraser River near Douglas Island, then along the south shore of the Fraser River to the point where it intersects the longitude of 200<sup>th</sup> Street in Langely, B.C.; and
  - On the South, the Canada/U.S. border.
- (b) The Bordertown Ranch property shall be considered as thirteen kilometres (13km) and ten (10) minutes outside the Vancouver Zone.
- (c) The Virtue Ranch property shall be considered as sixty-four kilometres (64km) and forty-eight (48) minutes outside the Vancouver Studio Zone.
- (d) The Studio Zone for Greater Victoria is the area of land inside the boundaries of the following communities: North Saanich; Sidney; Central Saanich; Saanich; Victoria; Oak Bay; Highlands; View Royal; Esquimalt; Langford; Colwood; and Metchosin.

In addition to the above, the Studio Zone for Greater Victoria will include: an extension west of Metchosin which will include the area of land inside the boundaries of Highway 14 (Sooke Road), Gillespie Road, and East Sooke Road; and an extension north of Langford along Highway One which will include the area inside the boundaries of: the shoreline on the East; Shawnigan Lake Mill Bay Road on the North; and West Shawnigan Lake on the West.

The parties hereby confirm that the foregoing paragraph establishing the Studio Zone for Greater Victoria will include only land area as described above that is part of the mainland of Vancouver Island and is accessible by a regular motor passenger vehicle without the assistance of a ferry or other water transportation vehicle or device.

## **Studio Zone - Distant**

22.2 For Distant Locations, the Employer may designate, after consulting with the DGC, an additional Studio Zone for an area within a circle having a radius of up to twenty-five kilometers (25km) but not to exceed an average driving time of thirty (30) minutes, centered around and measured from the nearest municipal hall. Such Studio Zone may not overlap the Vancouver or Victoria Studio Zones.

## **Alternate Studio Zones**

22.3 The Union and an Employer may agree to establish alternate Studio Zones on a case-by-case basis.

## **Local Hires**

22.4 In any Studio Zone other than the Vancouver Studio Zone, the Employer shall have the right to hire local Production Assistants and Assistant Location Managers and Location Scouts, provided that any Union Members in the area are given first consideration for such positions. Local hires are subject to the work permit requirements of ARTICLE 7.

## **Distant Location**

22.5 Employees who live more than thirty kilometers (30km) from the edge of a Studio Zone (other than the Vancouver Studio Zone) shall be on distant location.

## **Transportation**

- 22.6 (a) The Employer shall provide suitable transportation for Employees travelling to a Studio Zone other than the Vancouver Studio Zone. The Employer is not required to provide transportation for local hires who reside less than thirty kilometers (30km) from the edge of the Studio Zone. Employees shall not be credited for time or expenses incurred in reporting to and from work within the boundaries of the Studio Zone.
- (b) For locations outside the boundaries of a Studio Zone where the Employer is not providing overnight accommodation for the Employees, the Employer shall provide transportation to and from the location from a marshalling point or points within the Studio Zone. As an alternative, the Employer may pay each Employee agreeing to use their own vehicle Thirty-Five Cents (\$.35) per kilometer for kilometers driven to and from the Studio Zone limits.
- (c) All travel time outside the Studio Zone shall be paid as working time on days when work is to be or has been performed. On days when no work is to be or has been performed, travel shall be compensated at a maximum of one (1) day's pay. On sixth (6<sup>th</sup>) days, seventh (7<sup>th</sup>) days, or holidays when no work is to be or has been performed, travel shall be paid on the basis of the

Employee's daily or pro-rated weekly rate including over-scale pay if any, or for all hours spent travelling, whichever is greater.

### **Accommodation and Transportation Standards**

22.7 Where the Employer houses the Employee overnight in a location outside the Vancouver Studio Zone, the Employer shall provide suitable hotel accommodation for the Employees. The Employee shall receive, in addition to the applicable wage scale, all necessary lodging expenses (lodging to be single occupancy equal to the Canadian Automobile Association ("CAA") standards, where reasonably available) plus meal and travelling expenses, to, from, and while on the job. When travelling by air, Employees, other than Production Assistants, shall not be sent tourist, coach, or their equivalent on flights two (2) hours or more in duration, except that if every effort has been made to secure business or first class flights and the same are unavailable, then Employees may be sent in the next closest class.

### **Per Diem Allowance**

22.8 On distant locations, the Employee shall be paid in advance a per diem allowance commensurate with the standard of living in the work area but not less than Sixty-Five Dollars (\$65.00). However, if meals are provided at the expense of the Employer, the per diem allowance may be reduced in the following manner: Breakfast, Fourteen Dollars and Fifty Cents (\$14.50); Lunch, Twenty Dollars and Fifty Cents (\$20.50) and Dinner, Thirty Dollars (\$30.00). The day of departure and the day of return shall be considered distant location days, not hold-over days.

### **Hold-Over on Distant Location**

22.9 The Employer shall pay an Employee on distant location a minimum per diem of One Hundred and Thirty Dollars (\$130) for each non-working day, other than a paid Statutory Holiday, in which case the per diem in ARTICLE 22.8 shall be paid. The foregoing per diem is intended to compensate the Employee for expenses such as the cost of meals, laundry and personal telephone calls.

### **Travel out of Canada**

- 22.10 (a) On distant locations in the United States of America, the Employer shall pay the Employees' per diem amounts set out in ARTICLE(s) 22.8 and 22.9 in U.S. currency.
- (b) The Employer shall pay all authorized expenses other than meals incurred by the Employee in travel outside of Canada. The Employee shall support actual expenses by receipts where receipts are obtainable.

### **Travel Insurance**

22.11 (a) Each Employer shall provide Employees with a minimum of Two Hundred and Fifty Thousand Dollars (\$250,000) of accidental death and dismemberment insurance when the Employee is required to travel at the request of the Employer if the transportation is furnished by the Employer

and used by the Employee. The benefits resulting from the insurance shall be payable to the Employee or, in the event of the death of the Employee, to the beneficiary designated by the Employee. If no designation has been made then such indemnity shall be paid to the estate of the deceased Employee.

- (b) The Employer shall provide to Employees sufficient proof of travel insurance coverage under ARTICLE 22.11(a) above no later than twenty-four (24) hours before departure. If the Employer does not provide proof of coverage, an Employee may arrange his or her own travel insurance and shall be reimbursed by the Employer for the cost of the travel insurance.

### **Parking**

- 22.12 (a) Whenever the Employer does not provide transportation and Employees use personal vehicles to transport themselves to any type of location, the Employer shall provide free parking or reimburse each Employee for parking fees on the same day that the fees are incurred.
- (b) No Production Assistant shall be required to work alone in supervising a parking lot or area that is not within both visual and auditory distance of the shooting unit.

### **Vehicle Allowance**

- 22.13 Whenever Employees agree to furnish their own vehicle at the Employer's request, the Employer shall reimburse the Employee for the use of that vehicle at the minimum rate of either Thirty-Five Cents (\$0.35) per kilometer or Twenty-Five Dollars (\$25) per day together with all gas expenses incurred for work related purposes. The Employer shall elect one of these options. That election shall apply for the duration of the Employee's engagement and shall be specified in the Employee's Deal Memo.

### **More Favourable Terms**

- 22.14 If the Employer agrees with another British Columbia labour organization employed on the same production to a different studio zone, a higher per diem allowance rate, a higher per diem for hold-overs on non-working days on distant location, or a higher allowance for Employee's use of their own vehicles, then the Union shall have the option of adopting the different studio zone, allowance rate or per diem for hold-over on non-working days, as the case may be, in lieu of the provisions of ARTICLE(s) 22.1, 22.2, 22.6(b), 22.8, 22.9 or 22.13.



## ARTICLE 23 — LEAVES OF ABSENCE

### Illness, Medical and Union Leave

- 23.1 (a) The Employer shall make reasonable efforts to grant any weekly Employee a leave of absence without pay due to personal illness or injury.
- (b) If any Employee, after starting work, suffers an injury or any illness which prevents the Employee from carrying on his/ her duties, the Employer shall pay the Employee his/her contracted wages for the first day of injury or illness.
- (c) The Employee shall report any illness or injury to the Employer as soon as possible so adequate replacement may be made, if necessary.
- (d) The Employer shall make reasonable efforts to accommodate necessary absences occasioned by attendance at medical or dental examinations, and official Union business.

### General

- 23.2 (a) Leaves of absence pursuant to ARTICLE 23.1(a) shall not exceed one (1) week unless mutually agreed upon by the Employer and the Employee.
- (b) An Employee who overstays a leave of absence without authorization shall be reinstated at the sole discretion of the Employer.

### Leave of Absence Provided by Law

- 23.3 (a) All Employees covered by this Agreement shall be entitled, at a minimum, to the leaves established under the provisions of the *Employment Standards Act* of British Columbia including: pregnancy leave, parental leave, family responsibility leave, bereavement leave, and jury duty.
- (b) For the purposes of this ARTICLE, "Immediate Family" means a spouse, child, parent, parent-in-law, sibling, sister-in-law, brother-in-law, guardian, grandchild or grandparent of an Employee and any person who lives with an Employee as a member of the Employee's family, and includes relationships by marriage, adoption, or common law, including same-sex spousal relationships.

## ARTICLE 24 — SAFETY

### Employer Responsibility

24.1 In accordance with the *Workers Compensation Act*, it shall be the responsibility of each Employer to assure safe working conditions for its Employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union or the DGC liable to any Employees or to other persons in the event that work-related disease, sickness, death, injury, or accident occurs.

### Employee Prerogative

24.2 Employees and the Employer are required to follow all reasonable safety rules and health standards, and the failure to do so can lead to disciplinary action including dismissal. However, no Employee shall be dismissed or otherwise disciplined, or jeopardize his or her working opportunities, for refusing to work in hazardous or unsafe conditions or to perform any work that the Employee reasonably believes to be hazardous or unsafe.

### Safety Representative

24.3 On any production the First Assistant Director shall be the DGC crew's safety representative.

### Safety Equipment

24.4 Where the nature of the work or working conditions so require, the Employer shall supply the Employee at the Employer's expense, with all necessary tools, protective clothing, safety equipment and other protective devices, which shall be maintained and replaced, where necessary, at the Employer's expense and returned to the Employer at the end of production. The Employees will handle such equipment with due care.

### Weather Conditions

24.5 The Employer shall inform the Employees about weather conditions at or near the shooting site so that they may reasonably provide themselves with suitable clothing. However, in extreme cold or extreme wet weather the Employer shall furnish the Employees with suitable clothing and gear to cope with these conditions. Such clothing and gear shall remain the property of the Employer and shall be returned upon completion of the production in the condition it was received, normal wear and tear excepted.

### Medical Attention and Hospitalization

24.6 The Employer shall provide and pay for transportation to the nearest physician or hospital facility for any employee who requires medical attention during working hours or on distant location.

## **Reporting of Accidents, Medical Attention and Hospitalization**

24.7 Where, pursuant to applicable legislation, the Employer reports an accident or an incident requiring medical attention or hospitalization of an Employee, the Employer will give the Union a copy of the report. The Employer will provide the Union with all Workers' Compensation Board (WCB) Forms and Accident/Near Miss Investigation Reports within five (5) days of them being provided to WCB.

## **Discussion of New Devices**

24.8 Upon the written request of the Union, representatives of the Employer will meet to discuss the proper operation of new technological devices which present a question of safety to the Employees on the set. The foregoing provision shall not be considered an admission by any Employer of Union jurisdiction with respect to such device.

## **ARTICLE 25 — SPECIALIZED WORK**

### **Specialized Work Insurance**

25.1 If Employees agree to perform services while flying in an aircraft, the Employer shall provide each Employee with a minimum of Three Hundred and Fifty Thousand Dollars (\$350,000) of Accidental Death and Dismemberment Insurance for each day on which the Employee performs such specialized work assignment. When descending in a submersible vehicle, or diving using a diving mask, air helmet, diving suit, or self-contained underwater breathing apparatus (“SCUBA”), including skin diving in water three (3) meters or more in depth, the same insurance as above shall be required. Said benefits resulting from the policy mentioned above shall be payable to the Employee or in the event of death to the beneficiary designated by such Employee. If no designation has been made then such indemnity shall be paid to the estate of the deceased.

### **Use of Animals**

25.2 If the Employer requires an Employee to work with or near animals which are being used in the production, then the Employer shall ensure that the animals are reasonably secured or cordoned off under the direct and constant supervision of a qualified trainer or wrangler.

- (a) The Employer shall not require any Employee to do anything, or omit to do anything, which constitutes cruelty to animals.
- (b) The Employer shall not use an Employee in the production of a scene for any production in which an animal is intentionally tormented or killed, except that the photography of animals killed under the provisions of a legal hunting season is excluded.

### **Emergency Medical Care Person**

25.3 If specialized work is involved, all reasonable safety and precautionary measures shall be taken by the Employer. An emergency medical care person holding a valid Governmental designation, visually identifiable, shall be present.

## ARTICLE 26 — CREDITS

### Director's Credit

26.1 The credit requirements for the first unit Director's credit are set forth in detail in Appendix "A".

### Credit

26.2 Subject to the distributors/broadcasters requirements, screen credit shall be given to the Production Manager, First Assistant Director, and Second Assistant Director.

- (a) Any credit to the Production Manager, First Assistant Director, and Second Assistant Director working on the production will be in a "prominent place" on all positive prints of each motion picture.
- (b) The term "prominent place" means no less than a separate card, or its equivalent in a crawl, shared by not more than three (3) names.
- (c) The order of names on the card or the crawl will be the Production Manager in the first position, the First Assistant Director in the second position, and the Second Assistant Director in the third position and the names on the card or crawl shall be of the same size and style of type and shall appear on the screen for a sufficient time to be readable.
- (d) On a production photographed in whole or in part in a foreign country on which the Employer employs any Production Manager or Assistant Director subject hereto and any Production Manager or Assistant Director not subject to this Agreement if the Production Manager, First Assistant Director, or Second Assistant Director subject hereto works on a production less than fifty percent (50%) of the shooting days, he/she shall receive screen credit, either on a card immediately following the credit given the foreign Production Manager, First Assistant Director or Second Assistant Director, as the case may be, or with the credits for the Canadian crew.
- (e) Screen credits shall be given to Location Managers, Assistant Location Managers, Third Assistant Directors and other members of the DGC crew where mutually agreed to in writing by the Employer and the Employee.

### Employee Discharged for Cause

26.3 Credits for Employees discharged for just and reasonable cause shall be at the discretion of the Employer.

### Credit to be Legible

26.4 All credits will be in a readily-readable colour, size and speed, subject only to the requirements of the broadcaster or the distributor.

### **Failure to Provide Credit**

- 26.5 If the Employer does not provide the screen credits as required above, the Employer shall correct the omission before the next release where practicable or if correction is not made, shall insert announcements in a mutually-agreed trade paper(s) for the sole purpose of identifying the Employee and the credit omitted. The size and content of the announcements will be determined by agreement of the Employer and the Employee. If the Employer and Employee do not agree on the nature of these announcements, the matter shall be submitted to arbitration.

### **DGC Logo**

- 26.6 The Employer is herewith accorded permission to display the appropriate DGC Union logo on all items of service or production, produced exclusively under the terms of this Agreement. The Employer may or may not avail itself of this permission but where the DGC Union logo is applied, it shall be applied in a manner approved by the Union. All logos not affixed to an item of service or production in accord with the foregoing shall remain the property of the Union. The Employer shall permit Employees to wear DGC badges and pins or items of clothing exhibiting the DGC Union logo.

## **ARTICLE 27 — GENERAL PROVISIONS**

### **Entire Agreement**

27.1 Except for the provisions of applicable legislation and each Employee's Deal Memo, this Agreement is the entire agreement between the Parties and takes precedence over all previous negotiations, agreements, or memoranda between the Parties. No other written or verbal agreements, altering the provisions hereof, exist between the Parties at the date of signing.

### **Release and Indemnification**

27.2 The Employer hereby releases and forever discharges, and agrees to defend, indemnify and save harmless any Employee (including persons engaged through a loan-out company), and in the event of such Employee's death, his or her heirs and executors, against any and all losses, claims, damages, actions, causes of action, liabilities and necessary costs, including legal fees, incurred during the effective dates of this Agreement and in the course of performance of the Employee's duties performed within the scope of his or her employment for the Employer that resulted in contractual liability for such Employee or in bodily injury or property damage suffered by any person(s) subject to the following conditions:

- (a) This shall not apply in any instance in which such injury or damage is the result of or caused, in whole or in part, by the gross negligence or wilful misconduct of the Employee; and
- (b) The Employee shall co-operate fully in the defence of the claim or action, including, but not limited to, providing notice to the Employer immediately upon becoming aware of any claim or litigation, attending hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

### **Duration of Protection**

27.3 The protection provided to the Employee by ARTICLE 27.2 is also personal to the Employee and may be enforced by an Employee (including persons engaged through a loan-out company), and in the event of such Employee's death, his or her heirs and executors, in any appropriate court or statutory forum. The protection provided to the Employee in ARTICLE 27.2 does not expire with the expiration of the Agreement for liability that was incurred in the course of performance of the Employee's duties performed within the scope of his or her employment for the Employer.

### **Employee's Right to Refuse to Perform**

27.4 (a) No Employee shall be required to work or continue to work where the Employer fails to pay wages and benefits in accordance with this Agreement.

- b) An Employee's refusal to work under ARTICLE 27.4(a) shall be deemed not to be a breach of this Agreement, the Employee's Deal Memo or other employment contract if any, and the Employer shall not institute any disciplinary or other action in relation to the Employee's refusal to work and shall not consider the refusal to work to be resignation of the Employee's employment. The Employer shall not seek damages from an Employee or the Union if the Employee refuses to work under ARTICLE 27.4(a).
- (c) This ARTICLE 27.4 does not apply in cases where the failure to pay is as a result of *bona fide* dispute or error.

### **Low Budget Features**

27.5 The Union shall give good faith consideration on a case-by-case basis to requests for special conditions for low budget features committed to be produced in British Columbia or with a British Columbia-based crew.

### **Enabling Provisions**

27.6 The Employers and the Union will continually monitor the effectiveness of this Agreement during its term in order to assure the work opportunities for the Employees and the competitive position of the Employers. The Union will review a request from an Employer or the Employers for any modifications in the terms and conditions of this Agreement intended to preserve work opportunities for Employees. The Union shall make reasonable efforts to respond to a request for modification within seventy-two (72) hours (three (3) business days) of receipt of the request. The Executive Board of the Union is authorized to approve and implement such modifications as it deems necessary and in the best interests of the Parties. Any such modifications to this Agreement shall be by Letter of Understanding and may be for one production, for a type of production, for a specific area, or for a specific period of time. A copy of any Letter of Understanding will be provided to the Employer, a designated representative thereof and the British Columbia Branch of the CFTPA.

### **Prior Obligation to DGC**

- 27.7 (a) As the Union is affiliated with the DGC, nothing in this Agreement shall be construed to interfere with any obligation which the Union owes to the DGC by reason of a prior obligation; this, however, shall not be construed as contravening any applicable provincial, federal or territorial law.
- (b) Subparagraph (a) of this ARTICLE 27.7 shall not apply with regard to any prior obligation the Union owes to the DGC that was not fully disclosed in writing to the Employer.

### **Notice**

27.8 All correspondence between the Parties arising out of this Agreement or incidental thereto shall be in writing and shall pass to and from the Parties at the below-noted addresses. A copy of any correspondence between the Employer or its



representative and any Employee pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Union office.

### **Legislation**

27.9 Any reference in this Agreement to a statute includes any amendments thereto and any successor legislation.

### **Currency**

27.10 All reference to dollars or money rates of any kind in this Agreement or its Appendices are in Canadian dollars unless otherwise specifically indicated.

### **Residency Information for Production Incentives**

27.11 Employees must provide Canadian and Provincial residency information sufficient to ensure that the production company is eligible to receive the federal and provincial incentives including tax credits. The *Personal Information and Privacy Act* applies to the collection, use and disclosure of this information.

## ARTICLE 28 — TERM OF AGREEMENT

### Term

- 28.1 The term of this Agreement shall be for a period commencing April 1, 2009 ending March 31, 2012. Pending negotiation of a new agreement to take effect April 1, 2012, all the provisions hereof shall continue in force until such time as a new agreement is concluded.
- 28.2 The Parties agree to commence negotiations concerning a new agreement at least ninety (90) days prior to March 31, 2012 and to continue such negotiations diligently and in good faith until a new agreement is reached.
- 28.3 The Parties agree that the operation of subsections (2) and (3) of section 50 of the *Labour Relations Code* is specifically excluded from the operation of this Agreement.

### Effective Date

- 28.4 Except as otherwise expressly agreed between the parties or as otherwise set out in this Agreement, this Agreement will take effect from the date of execution, and will apply to any productions undertaken after that date.

### Authority

- 28.5 The undersigned in signing this Agreement acknowledges his, her, or their authority to do so and warrants that he/she or they have the full right to enter into this Agreement and that the consent of no other party is necessary to effectuate this Agreement.

## **ARTICLE 29 — APPENDICES INCORPORATED**

- 29.1 There are attached hereto and made a part of this Agreement the following Appendices: Appendix "A" — Wage Scales and Special Conditions for Directors; Appendix "B" — Wage Scales; Appendices "C" — List of Individuals, Persons, Partnerships, Firms or Corporations Bound by Agreement; and Appendix "D" — Assumption Agreement.

## APPENDIX "A"

### WAGE SCALES AND SPECIAL CONDITIONS FOR DIRECTORS

THIS APPENDIX "A" contains special creative rights, minimum rates, and special terms, conditions, and provisions for Employees classified as, or performing the duties of Directors. If the provisions of this Appendix are silent, then the general provisions hereof shall apply.

#### ARTICLE A-1 DIRECTOR

##### Director

A-1.1 There shall only be one (1) Director assigned to direct a motion picture at any given time.

##### Additional Director

A-1.2 The Employer may employ *bona fide* teams of more than one (1) Director where the second Director is employed:

- (a) to direct pick-ups, added scenes, different segments of a multi-storied or multi-lingual motion picture or different segments of a multi-part closed-end television series;
- (b) to direct as a Second Unit Director or as a specially skilled Director (for example, underwater work or aerial work) to work under the supervision of the principal Director or similar customary practice not inconsistent with the general intent of this provision.
- (c) Where the Law, Rules, or Regulations of a foreign country, where all or part of the production is taking place, require a second Director, then the second Director shall be employed only for that part of the work taking place in the foreign country. The employment of one (1) or more additional Directors shall be effected by the Company in consultation with the principal Director. This consultation is a courtesy to the Director. The final decision in the selection of an additional Director shall remain with the Employer.

##### Start Date

- A-1.3 (a) Each Director's Deal Memo shall specify an "on or about" start date.
- (b) On theatrical motion pictures and television motion pictures longer than one (1) hour, the "on or about" start date of the Director shall be administered to allow a latitude of two (2) weeks either before or after the specified starting date. The exact date for the start of the term of the Deal Memo is to be specified by the Employer and is to be not earlier than two (2) weeks before the start date in the Deal Memo nor later than two (2) weeks after the start date specified, exclusive of any guaranteed preparation days before the start date.

- (c) On one (1) hour television motion pictures, the “on or about” start date of a Director shall be administered as under subsection (b) but with a latitude of not more than one (1) week before or one (1) week after the specified date.
- (d) On shorts and television motion pictures of one-half ( $\frac{1}{2}$ ) hour or less, and any guaranteed period of employment of less than one (1) week but more than one (1) day, the “on or about” start date of a Director shall be administered as under subsection (b) but with a latitude of not more than three (3) days before or three (3) days after the specified date.
- (e) There shall be no variation in the start date of daily Directors.
- (f) An “on or about” start date may be postponed by agreement of the Employer and the Director only to a specific date. There can be no second “on or about” start date.

## **ARTICLE A-2 SECOND UNIT WORK**

### **Second Unit Photography**

A-2.1 Prior to the start of principal photography, the Employer shall fully disclose to the Director what material is intended to be shot as second unit. Where the Second Unit work was not contemplated prior to the start of principal photography, the Director shall be informed in advance of such work. The Employer shall consult with and receive the opinion and comments of the Director concerning the content and qualities of the work to be performed.

### **Consultation With Second Unit Director**

A-2.2 The Director shall be given an opportunity to consult with the Second Unit Director about the manner in which the second unit work is to be performed and may delegate the supervision of the assemblage of second unit photography to the Second Unit Director.

### **Second Unit Work on a Weekly or Daily Basis**

A-2.3 A Director may be employed for Second Unit work, stage talent tests, trailers or promos on a weekly basis, or the Employer may employ such Director on a daily basis, in which case the minimum daily rate shall be one-quarter ( $\frac{1}{4}$ ) of the minimum weekly rate applicable to the type of motion picture for which the work is performed.

### **Preparation Time**

A-2.4 The Director's minimum preparation time for Second Units shall be:

- (a) One (1) day of preparation time regardless of the length of employment; provided, however, if the Director is called for one (1) day's employment, and the shooting of the second unit takes five (5) hours or less, the preparation requirement shall be included in the same day, and only one (1) day's wages shall be paid.

- (b) However, this preparation time requirement shall not apply to any unscheduled units, *bona fide* emergencies or where preparation time is not needed because the Director of the second unit has been working on the production in a different classification as defined in Article 12.

## **ARTICLE A-3 DISCLOSURE BEFORE EMPLOYMENT**

### **Employer Gives Information**

A-3.1 It is the intention hereof that the Employer shall make full and complete disclosure to the Director of all of the existing artistic and creative commitments with respect to the motion picture for which the Director is to be employed prior to his or her actual employment, or prior to his or her assignment to the motion picture if previously engaged or optioned without such an assignment, including but not restricted to information on the following:

- (a) the names of creative personnel already employed;
- (b) any stock and/or existing material contemplated to be used;
- (c) any rights of script or cast approval held by someone other than the Employer or the individual Producer;
- (d) the story on which the motion picture is based and script, if any exists; and
- (e) the name of the person(s) with final cutting authority, where known.
- (f) the delivery dates where known.
- (g) the top sheet (summary) of the budget which has been established for any Theatrical or Television Motion Picture sixty-one (61) minutes or longer.

## **ARTICLE A-4 CONSULTATION AFTER EMPLOYMENT**

### **Artistic and Creative Direction**

A-4.1 Between the time the Director is employed or assigned to the motion picture, and until the time the Director delivers the Director's Cut, the Employer shall consult with the Director in advance and receive and consider in good faith the Director's opinions and comments with respect to all creative elements in the production of the motion picture, including:

- (a) any changes in or to the items previously disclosed pursuant to ARTICLE A - 3.1;
- (b) proposed casting;

- (c) the hiring or replacement of the Production Designer/Art Director, First Assistant Director, Picture Editor, or the Director of Photography for theatrical motion pictures, pilots, movies-of-the-week, and mini-series. This consultation is a courtesy to the Director. The final decision in the selection or replacement of any Employee shall remain with the Employer;
- (d) location selection and set design and construction; and
- (e) the scheduling of pre-production, principal photography, and post production.

### **Budget Review Prior to Signoff**

A-4.2 Prior to the Director signing off on the locked budget of a Theatrical Motion Picture or a Television Motion picture sixty-one (61) minutes or longer, the Director will be provided with the opportunity to review the complete “below-the-line” budget.

### **Attendance at Casting Sessions**

A-4.3 In order to provide the most creative environment for the Director and performers in casting sessions, no one shall be presented at casting sessions except those persons invited by the Employer or the Director and all such persons shall have a reasonable purpose for attending.

### **Special Photography and Processes**

A-4.4 Before the completion of principal photography, the Director will be advised of and will participate in considerations with respect to the utilization of the following: process plates, inserts, montages, miniatures, transparencies, backgrounds, stock material, glass and matte shots, and optical devices. After principal photography, the Director will be consulted and will participate in considerations with respect to the foregoing, subject only to his or her availability.

### **Employer’s Decision Final**

A-4.5 The Employer’s decision in all business and creative matters shall be final, but this provision shall not release the Employer or the Director from their respective obligations hereunder.

## **ARTICLE A-5 SCRIPT**

### **Delivery of Script**

- A-5.1 (a) Any existing script or outline in whatever form intended for the production of the motion picture shall at his or her request be immediately delivered to the Director.
- (b) However, for a television episode, the Employer shall deliver the completed shooting script to the Director not later than one (1) day prior to the commencement of the Director’s preparation period. A “completed shooting script” means that script (not necessarily the final shooting script) which the Employer intends to use for photography of a motion picture, subject to

changes such as performing, technical, or staging problems or weather or other *bona fide* emergencies.

### **Script Changes**

A-5.2 Whenever possible the Employer shall promptly submit any changes or additions in the script to the Director and before such changes or additions are made available for general distribution. The individual Producer or other appropriate person shall consult with the Director and receive and consider in good faith the Director opinions and comments about the changes and/or additions and shall consult with the Director and receive and consider in good faith any script changes or revisions that the Director requests.

## **ARTICLE A-6 PRIVATE FACILITY**

### **Employer to Provide**

A-6.1 The Employer will provide the Director with a private office at the production office, and a private facility on location, if available, but not at the same time. On distant location where private facilities are provided to others on the set or immediately adjacent thereto, a private facility shall also be provided to the Director on the set or immediately adjacent thereto.

### **Description of Office**

A-6.2 For the purposes of this ARTICLE, a private office shall be a room with a door which can be shut, adequate ventilation, a telephone, a desk and a desk chair, room for not less than two (2) additional persons, and good lighting. Sanitary facilities shall be in a reasonable proximity to the office.

## **ARTICLE A-7 DAILIES/RUSHES**

### **Dailies/Rushes**

A-7.1 Consistent with the orderly progress of photography, the Director shall have the right to see the dailies of each day's photography at a reasonable time. At the Employer's discretion, dailies for a motion picture may be in the form of compact devices. No one shall be present at the screening of such dailies except those persons invited by the Employer or the Director, and all such persons shall have reasonable purpose for attending such dailies. The Editor assigned to the motion picture, if reasonably available, shall be present at all such screenings.



## ARTICLE A-8 DIRECTOR'S CUT

### Responsibility of Director

A-8.1 The Director shall be responsible for the presentation of his or her cut of the motion picture (herein referred to as the "Director's Cut") and it is understood that his or her assignment is not complete until he or she has presented the Director's Cut to the Employer, subject to this Agreement, as soon as practicable within the time period hereinafter provided for. It is the Director's absolute right to personally supervise and control the Director's Cut subject to the terms of this Agreement.

### Employer's Cost

A-8.2 A post-production locale will not be selected for the purpose of depriving the Director of his or her post-production rights. The Director shall be informed of the intended post-production locale in his or her Deal Memo. When the post-production locale is at a distant location, the provisions hereof with respect to per diems, accommodations, meals and transportation shall apply to the Director's travel, accommodations, and meals while he or she completes the Director's Cut. The Employer shall obtain the necessary facilities and equipment at the Employer's expense and in good working order for the Director's Cut.

### "Hotline"

A-8.3 Any Director who has completed ninety percent (90%) but less than one hundred percent (100%) of the scheduled principal photography of a theatrical motion picture or television motion picture ninety (90) minutes or more in length cannot be replaced, except for cause, or until the following procedure (herein referred to as "hotline") has taken place:

- (a) the Employer shall give the Director and the Union prompt notice of its intention to so replace the Director; and
- (b) the available parties shall immediately jointly discuss the matter (the Employer is to be represented in such discussion by the person designated in the Deal Memo, or his or her authorized designate); and
- (c) if the parties are unable to resolve the matter, the decision of the Employer shall be final.

### Technological Change

A-8.4 The use of technological changes, whether now known or not, which involve the editing of film or tape or other recording devices, shall in no way limit or abridge the right of the Director to prepare his or her Director's Cut.

## **Procedure**

A-8.5 The Employer shall cause the sequences to be assembled and made available for viewing by the Director as soon as practicable after the close of principal photography so that the Director's Cut can be commenced immediately. The Director shall view the assembled sequences as soon as the Editor has assembled them in accordance with the Director's instructions, if any, during the photography of the motion picture. If the Director does not give any instructions, the Editor may proceed to assemble the sequences without such instructions. In any event, after the Editor has assembled the sequences, the Director shall have the right to instruct the Editor and to make whatever changes the Director deems necessary in preparing the Director's Cut. The Editor shall make no further changes to the assembled sequences except under the Director's instructions until the Director's Cut is complete. On television, such changes shall be made by the Director working with the Editor and in consultation with the Employer's designee.

## **Limited Viewing**

A-8.6 No one other than the Editor and Editor's immediate staff shall view the completed assembly of the sequences of the motion picture before the Director has viewed them or where the Director so requests, for twenty-four (24) hours after the Director's initial viewing. The Director may not exhibit the motion picture to anyone else without approval of the Employer.

## **Protection**

A-8.7 During the preparation of the Director's Cut and until it is complete, no person shall give instructions concerning the Director's Cut other than the Director. There shall be no cutting behind the Director. The phrase "cutting behind the Director" shall have the meaning that is ordinarily understood in the motion picture industry. It includes the attempt to avoid the Director's Cut by any means, including the preparation of some other cut in whole or in part during the interval of the preparation of the Director's Cut.

## **Length of Time for Director's Cut**

A-8.8 The Director shall be allowed at least the following minimum time allowances for the preparation of the Director's Cut:

- (a) On Theatrical Motion Pictures: no less than six (6) weeks. When a release date must be met in an emergency, the Director's cutting time may be reduced to an amount of time not less than one-half ( $\frac{1}{2}$ ) of the actual time period available for picture cutting.
- (b) On television motion pictures:
  - (i) having a running time of thirty (30) minutes or less, within one (1) day plus time and the opportunity to make changes, if necessary, but not to exceed one (1) more day;
  - (ii) having a running time of sixty (60) minutes or less, but more than thirty (30) minutes, within four (4) days;

- (iii) having a running time of ninety (90) minutes or less, but more than sixty (60) minutes, within fifteen (15) days;
  - (iv) having a running time of two (2) hours or less, but more than ninety (90) minutes, within twenty (20) days;
  - (v) having a running time of more than two (2) hours, twenty (20) days plus five (5) days for each additional hour in excess of two hours;
  - (vi) notwithstanding any other provision in this ARTICLE, it is understood and agreed that for television motion pictures, the Director's editing and other post-production privileges may not be exercised where the preparation of any television motion picture for a project delivery date does not permit the expenditure of any or all the time that would be required by the exercise of the Director's cutting rights.
- (c) If the assemblage of the sequences of the motion picture is not completed and made available at the close of principal photography, the above time periods shall not commence to run until such assemblage is completed, unless delay in the completion of the assemblage is caused by the Director.

### **Screening**

A-8.9 On theatrical motion pictures and television motion pictures longer than ninety (90) minutes, the Director shall screen the Director's Cut for the individual Producer and for the person, if any, who has final cutting authority over the motion picture. Where the Director is in a different geographic location than the individual Producer or the person having final cutting authority over the motion picture, the screening or viewing may be done through the use of telephones, compact devices, or other means of long-distance communication that are reasonably acceptable to the Director, the individual Producer and the person having final cutting authority.

### **Right to Consult**

A-8.10 The Director of a theatrical motion picture shall have the right, subject to his or her availability, to consult with the Employer during the entire post-production period of the motion picture. Before the credits are set, the Director shall be given a reasonable opportunity, provided he or she is reasonably available, to screen and discuss the version of the motion picture the Employer intends to release.

### **No Additional Compensation for Cutting Time**

A-8.11 The Director shall not, by reason of the exercise of any of the rights granted or services performed in connection with this ARTICLE A-8, be entitled to any additional compensation.

## **ARTICLE A-9 ADDITIONAL WORK**

### **Additional Work**

A-9.1 If after the completion of principal photography, the Employer requires retakes, changes added or substituted scenes, or other further photography (herein collectively called "additional work") for the motion picture, the Director shall be entitled to direct such additional work, subject only to his or her availability. If the Director of the motion picture is not available, he or she shall be accorded the opportunity to consult with the substituting Director about such work.

### **Additional Work on a Weekly or Daily Basis**

A-9.2 If a Director is recalled for additional work, compensation for such additional work shall be payable at the weekly rate provided for in his or her Deal Memo covering such picture, but shall be payable only for the days on which such work is actually performed. In computing compensation for such additional work for a period of less than a full week, the weekly rate shall be divided by four (4) and multiplied for each additional day worked. It is agreed, however, that no compensation shall be payable for such additional work to the extent that it is rendered within the guaranteed period of employment.

### **Preparation Time for Additional Work**

A-9.3 There shall be no minimum preparation requirement for performing such additional work when the original Director is recalled. If the original Director is not available or does not agree to perform such additional work and another Director is to perform such additional work, one (1) day of preparation time shall be provided, regardless of the length of employment; provided, however, if the Director is called for one (1) day's employment, and the shooting of the additional work takes five (5) hours or less, then the preparation requirement shall be included in the same day, and only one day's wages shall be paid.

### **Looping**

A-9.4 The looping of dialogue on a theatrical motion picture, pilot, movies-of-the week, and mini-series including "wild tracking" for scenes already photographed and the recording of narration for any motion picture shall be directed by the Director, provided the Director is available at the time, place and at the cost scheduled by the Employer and the Director receives no additional compensation for such direction. This ARTICLE A-9.4 does not apply to television series.

### **Dubbing**

A-9.5 The Director of a theatrical motion picture, pilot, movie-of-the-week, and mini-series shall participate in the spotting and dubbing of sound and music, provided the Director is available at the time and place and at the cost scheduled by the Employer and the Director receives no additional compensation for such direction. This ARTICLE A-9.5 does not apply to television series.

## **Consultation**

A-9.6 Whenever practicable the Director shall be consulted on looping and dubbing.

## **ARTICLE A-10 CREDIT FOR DIRECTORS OF THEATRICAL MOTION PICTURES**

### **Form of Director's Credit**

A-10.1 The form of the Director's credit on screen, paid advertising, and compact devices, when and as required, shall be the words "Directed by" followed by the Director's name.

### **Screen Credit**

A-10.2 The Director shall be given credit on all theatrical motion pictures, including such motion pictures released on compact devices, in size of type not less than fifty percent (50%) of the size in which the title of the motion picture is displayed or of the largest size in which credit is given to any other person, whichever is greater. No other credit shall appear on the card which gives credit to the Director. Such credit shall be the last title card in the main titles or the first title card in the end titles. However, in the case of split credits, where credit is given to any person in the main titles, the Director shall be given the last title card in the main titles. In the case of *bona fide* teams where more than one (1) Director is given credit, in accordance with the provisions of this agreement, then such fifty percent (50%) may be reduced to thirty percent (30%) each.

### **Duration and Visibility of Screen Credit**

A-10.3 The Director's credit shall be in such contrast to the background and/or of such colour as to be clearly visible, and shall not be less than two (2) seconds in the clear. The Director's credit shall not be displayed for less time than any "producer" or "produced by" credit.

### **Credit in Paid Advertising**

A-10.4 The Director shall be given credit in all paid advertising made or issued by the Employer in Canada or the Continental United States. The location of the Director's credit shall be at the discretion of the Employer, and the size of type of the Director's credit shall be no less than fifteen percent (15%) of the size of type used for the billing block title of the motion picture in marketing advertising (other than trade papers) or thirty percent (30%) of the size of type used for the billing block title of the motion picture in trade paper advertising, but in no event less than the size and style of type of any credit given any persons other than actors.

## Exceptions

A-10.5 Unless specifically agreed otherwise in a Director's Deal Memo, none of the obligations in ARTICLE 10.4 shall apply to:

- (a) group advertising; that is where more than one (1) motion picture is advertised;
- (b) newspaper, magazines or other periodical advertisements;
- (c) "trailer" advertising except where credit is given for film video, or camera process (such as *Panavision*, *Technicolor* or *DeLuxe*) or where the individual producer or writer is mentioned, in such case the Director's credit shall be given;
- (d) any other advertising on the screen, radio, or television, not to exceed one (1) minute;
- (e) so called "teaser" advertising as that term is commonly used and understood in the motion picture industry, including teaser ads which contain the names, likenesses and/or photographs of starring actors and/or the title of the motion picture;
- (f) outdoor-type advertising (including but not limited to so-called 24-sheet, 15-sheet, 7-sheet, 30 x 40s, and 40 x 60s), bus sides and bus shelters, and to billboards of three sheets or more provided the advertisement contains no more than the title of the motion picture, key art (which may include the names, likenesses and/or photographs of starring actors), logos, the motion picture's ratings and copyright notice and copy of no more than twenty-five (25) words.

None of the exceptions in this ARTICLE A-10.5 shall apply and the Director's name shall be mentioned if the name of any person other than starring actors is mentioned, in any of the advertising listed above, with the exception only of so-called "award" or "congratulatory" advertising (including advertising or announcements relating to consideration or nomination for any award) where no one is mentioned other than the person being nominated or congratulated for the award or any advertising relating primarily to source material on which the motion picture is based.

## Compact Devices

A-10.6 The Director shall be given credit on the container of all compact devices shipped by the Employer. The credit shall be in the size of type no less than fifteen percent (15%) of the size of type of the largest title on the container and in no event shall the credit be of smaller size and style of type than the credit given any person other than actors.

## Sound Track Recordings and Books

A-10.7 The Director of a theatrical motion picture shall be given credit on the container of any sound track recording and the cover or jacket of any exploitation publication of

a story, screenplay or other literary or dramatic material identified with a motion picture, if credit is given to any other person (excluding recording artist and book author) who rendered services or performed in connection with such motion picture.

## **Pseudonym**

A-10.8 If the Director wishes to use a pseudonym in substitution of his or her name on the screen, advertising, publicity and any other material in which credit, in any form whatsoever, is given for direction of the motion picture, the Director may invoke the following procedure:

- (a) The Director shall notify the Employer and the Union of his or her desire to use a pseudonym no later than seventy-two (72) hours (three (3) business days) following the Director's first viewing of the version of the motion picture the Employer intends to release;
- (b) The Union shall supply the Employer with a suitable pseudonym within forty-eight (48) hours (two (2) business days) following the Director's notice to the Employer; and
- (c) If the Employer is unwilling to grant such request, the matter shall be immediately referred to Arbitration and the Arbitrator shall have the power to determine whether the Employer shall use a pseudonym for the Director.
- (d) As a condition for using the pseudonym, the Director waives the right to receive additional use fees.

## **Better Conditions**

A-10.9 The foregoing provisions relating to credit are minimum provisions, and any Director shall have the right to negotiate for any credit in excess of the minimum.

## **Assumption of Obligations**

A-10.10 The Employer shall specifically contract with its distributors to expressly provide that the said distributors shall be bound for the benefit of the Directors and the Union to all the provisions of this Agreement relating to credit and the individual Deal Memo relating to credit.

# **ARTICLE A-11 CREDIT FOR DIRECTORS OF TELEVISION MOTION PICTURES**

## **Form of Director's Credit**

A-11.1 The form of the Director's credit on screen, paid advertising, and compact devices, when and as required, shall be the words "Directed by" followed by the Director's name.

## **Screen Credit**

A-11.2 The Director shall be given credit on all television motion pictures, including such motion pictures released on compact devices, in a size of type not less than forty percent (40%) of the size in which the episode or series title is displayed, whichever is greater. No other credit shall appear on the card which gives credit to the Director. Such credit shall be the last title card before the body of the motion picture or the first title card following the body of the motion picture. However, in the case of split credits where credit is given to any person before the body of the motion picture, the Director shall be given the last title card before the body of the motion picture. For the purpose of this clause, the credits of the established stars playing a continuing role in the series, or of well-established stars in the motion picture industry, or of a *bona fide* producing company shall not be considered credits of a person. No commercial or other material shall intervene between the Director's title card and the body of the motion picture.

## **Duration of Visibility of Director's Screen Credit**

A-11.3 The Director's credit shall be in such contrast to the background and/or of such colour as to be clearly visible, and shall be visible for no less than two (2) seconds in the clear. The Director's screen credit shall not be displayed for less cumulative time than any "producer" or "produced by" credit.

## **Director's Credit if Released Theatrically**

A-11.4 Screen and paid advertising credits for television motion pictures released theatrically shall be in accordance with the theatrical motion picture credit provisions set out in ARTICLE A-10 of this Appendix.

## **Director's Credit if Released on Compact Devices**

A-11.5 Credit for television motion pictures released on compact devices shall be in accordance with the theatrical motion picture credit provisions set out in ARTICLE A-10.6 of this Appendix.

## **Pseudonym**

A-11.6 The Director of a television motion picture ninety (90) minutes or longer (excluding an episode of an episodic series) shall be entitled to request the use of a pseudonym in accordance with ARTICLE A-10.8 of this Appendix.

## **Better Conditions**

A-11.7 The foregoing provisions relating to credit are minimum provisions, and any Director shall have the right to negotiate for any credit in excess of the minimum.



## **Assumption of Obligations**

A-11.8 The Employer shall specifically contract with its distributors and television Networks to expressly provide that the said distributors and television Networks shall not cut, edit, move, or omit the credit of the Director as placed by the Employer on the released version.

## **ARTICLE A-12 PREMIERES**

### **Notice**

A-12.1 On all theatrical motion pictures, the Employer shall give to the Director five (5) business days' advance written notice of any public premiere or gala showing of the motion picture. The Director and his or her immediate family shall be entitled to attend any premiere or gala public showing of the motion picture free of charge; however, transportation to and from any premiere or gala public showing will not be at the expense of the Employer.

## **ARTICLE A-13 COPY OF MOTION PICTURE**

### **Copy of Print**

A-13.1 With respect to theatrical motion pictures produced during the term of this Agreement, which have had a general theatrical release or have been exhibited on television or released on compact device as the case may be, the Employer agrees, upon the written request of the Union, to make available to the Union (without cost to the Union) a copy of such originally released print (which shall be a sixteen millimeters (16 mm) print if in existence in Canada or the United States) for screening purposes only for the personal use of the Director of the motion picture. Such print shall be made available by the Employer to the Union at a reasonable location selected by the Employer within two (2) weeks after such written request by the Union. The print is to be returned to the Employer as soon as possible, but in no event later than five (5) days after receipt by the Union. The Union and the Director will execute any appropriate documents required by the Employer. With regard to motion pictures released prior to the execution date hereof, a previous originally released print will be so furnished, under like conditions, if one is available.

The Employer shall furnish the Director of the motion picture, at no cost to the Director, a compact device of the released version of any theatrical motion picture, provided it is manufactured for sale on compact device. If it is not so manufactured, the Employer will keep a sixteen millimeter (16mm) print (or compact device) of the motion picture and make it available to the Director upon his or her request. If the Employer has no storage facility, the Employer shall transfer the motion picture to a sixteen millimeter (16mm) print or compact device and give such print or compact device to the Director who so requests and pays for such transfer.

## ARTICLE A-14 COMPENSATION

### Compensation

A-14.1 The Employer shall pay to the Director wages not less than the minimum rate and, in addition, any applicable additional use fees as set out below.

### Pay Day

A-14.2 Unless otherwise specified in the Director's Deal Memo or individual contract, the Director's wages shall be paid according to the following schedule:

- (a) One-third (1/3) on the signing by the Director of a Deal Memo;
- (b) One-third (1/3) on the commencement of principal photography;
- (c) One-third (1/3) on the completion of principal photography.

## ARTICLE A-15 MINIMUM WAGES FOR THEATRICAL MOTION PICTURES

### Theatrical Productions

A-15.1 The wages paid to the Director for his or her services on a theatrical production shall constitute payment in full for the worldwide theatrical exhibition of the motion picture, for the period of copyright of the motion picture.

- (a) On theatrical productions, the regular minimum wage scales and employment guarantees during the term hereof for Directors shall be as follows:

Production Budget	Guaranteed Weeks (Prep & Shoot)	July 5, 2009 per week	April 4, 2010 per week	April 3, 2011 per week
Up to and including \$2,000,000	8 weeks	Negotiable	Negotiable	Negotiable
Over \$2,000,000 up to and including \$3,000,000	10 weeks	\$6,283.00	\$6,409.00	\$6,537.00
Over \$3,000,000 up to and including \$5,000,000	10 weeks	\$7,251.00	\$7,396.00	\$7,544.00
Over \$5,000,000	12 weeks	\$9,668.00	\$9,861.00	\$10,058.00
Trailers, Staged Talent Tests, Promos and Second Units	1 week or 1 day	The same as main unit	The same as main unit	The same as main unit

- (b) **Daily Rate:** the minimum rate for daily employment, where permissible, shall be one-quarter ( $\frac{1}{4}$ ) of the weekly rate payable for the particular type of motion picture.
- (c) **Guaranteed Days (Shooting/Prep) Time:** Total guaranteed days shown are the maximum allowed for the applicable rate.

### Additional Use Payments

A-15.2 The Employer shall not be entitled to use or agree to the use of any of the theatrical motion picture beyond the theatrical use provided for in ARTICLE A-15.1 unless and until the additional use is pre-purchased under this ARTICLE 15. If the Union notifies the Employer in writing that an additional use payment is delinquent under the terms of this Collective Agreement, the Employer shall have ninety (90) days following such notice within which to make payment of the amount due. Should the Employer fail to make such payment within the ninety (90) day period, then a penalty payment equal to five percent (5%) of the required use payment shall be due in addition to the additional use payment. The foregoing five percent (5%) penalty shall not be applicable in the event of a *bona fide* dispute.

### TV Re-Use

A-15.3 If the Employer desires to use or agree to the use of any theatrical motion picture on free, in-flight, pay, or cable television, the Employer must pre-purchase television re-use rights as follows:

- (a) **World-Wide In Perpetuity:** Subject to pre-payment to the Director prior to the date of use of not less than forty percent (40%) of the applicable theatrical minimum rate, the Employer shall be entitled to free, in-flight, pay, and cable television re-use rights world-wide in perpetuity; or
- (b)
  - (i) **World-Wide For Five (5) Year Period:** Subject to pre-payment to the Director prior to the date of use of not less than twenty-five percent (25%) of the applicable theatrical minimum rate, the Employer shall be entitled to free, in-flight, pay, and cable television re-use rights world-wide for five (5) years from the date of the first use; and
  - (ii) **World-Wide Beyond the Five (5) Year Period:** Subject to pre-payment to the Director prior to date of use of not less than twenty-five percent (25%) of the applicable theatrical minimum rate, the Employer shall be entitled to free, in-flight, pay, and cable television re-use rights world-wide beyond the five (5) year period. After the payment for Beyond the Five (5) Year Period has been made, the Employer is deemed to have acquired the television re-use rights world-wide in perpetuity.
- (c) **Promotional Exception:** The exhibition of a theatrical motion picture on an "Educational" or "Public Broadcast" or a basic cable transmission on a non-commercial or non-pay channel in so-called "experimental," "independent

producer” or similar format (excluding any regular series format) shall not be considered television use.

### **Compact Device Use**

A-15.4 If the Employer desires to use or agree to the use of a theatrical motion picture on compact devices, the Employer must pre-purchase compact device use rights as follows:

- (a) **World-Wide in Perpetuity:** Subject to pre-payment to the Director prior to the date of use of not less than fifty percent (50%) of the applicable theatrical minimum rate, the Employer shall be entitled to compact device use rights world-wide in perpetuity; or
- (b) The Employer must pre-purchase compact device use rights in Canada and the Rest of the World, before purchasing compact device use rights in the USA:
  - (i) **Canada & Rest of the World (excluding the USA) in Perpetuity:** Subject to pre-payment to the Director prior to the date of use of not less than thirty percent (30%) of the applicable theatrical minimum rate, the Employer shall be entitled to compact device use rights in Canada and the Rest of the World (excluding the USA) in perpetuity; and
  - (ii) **USA in Perpetuity:** Subject to pre-payment to the Director prior to the date of use of not less than thirty percent (30%) of the applicable theatrical minimum rate, the Employer shall be entitled to compact device use rights in the USA in perpetuity. After the payment for compact device use in the USA has been made, the Employer is deemed to have acquired compact device use rights world-wide in perpetuity.

### **All Media Use**

A-15.5 If the Employer desires to use or agree to the use of any theatrical motion picture in all media whether now known or developed in the future (including, but not limited to, the television re-use rights set out in A-15.3 and the compact device use rights set out in A-15.4), the Employer must pre-purchase all media use rights as follows:

- (a) **Prepayment Option for Unrestricted World-Wide Use in Perpetuity:** Subject to pre-payment to the Director at the time of production of not less than ninety percent (90%) of the applicable theatrical minimum rate, the Employer shall be entitled to unrestricted use rights in all media world-wide in perpetuity.
- (b) **Advance Option for Unrestricted World-Wide Use in Perpetuity:** To exercise the advance option, and where no pre-sale in the USA exists, the Employer must make both of the following payments at the time of production:
  - (i) Subject to pre-payment to the Director at the time of production of not less than fifty percent (50%) of the applicable theatrical minimum rate, the Employer shall be entitled to unrestricted use rights in all media in Canada and the Rest of the World excluding the USA.

- (ii) Subject to the pre-payment to the Director at the time of production of not less than ten percent (10%) of the applicable theatrical minimum rate as an advance to be recouped against one percent (1%) of Distributors' Gross Revenue from future sales in the USA, the Producer shall be entitled to unrestricted use rights in all media in the USA in perpetuity.

Distributors' Gross Revenue means the monies derived by the Producer, distributor and/or sub-distributor from the distribution of the motion picture in the USA, including through the sale, license or other like means of distribution of the motion picture and shall be calculated simultaneously with other gross participants from first dollar, without deductions of expenses of any kind. For greater certainty, monies derived through the exploitation of ancillary, allied, and underlying rights and like rights, such as merchandising, novelization, and serial rights, shall not be included in Distributors' Gross Revenue.

### **Series Bonus**

A-15.6 If an open-ended free television series based on a theatrical motion picture is sold not as a result of a pilot subsequent to the production of the theatrical motion picture, ARTICLE 16.11 shall apply.

### **Screenplay Development**

A-15.7 If a Director, at the request of the Employer, renders services in supervising the development of a screenplay (as distinguished from reviewing or commenting on a completed or substantially-completed screenplay), with the option to direct, and if such option is not exercised or if the Director is replaced or the motion picture is abandoned, the Director shall receive a minimum of Fifteen Thousand Dollars (\$15,000) at the time a motion picture based on the screenplay is produced, if at all, so long as one or more of the writers supervised by such Director in development is accorded writing credit. Payments made to the Director concerning development shall apply towards the minimum of Fifteen Thousand Dollars (\$15,000).

## ARTICLE A-16 MINIMUM WAGES FOR TELEVISION MOTION PICTURES

### Minimum Wages

A-16.1 In consideration of the wages paid to the Director for his or her services on a television motion picture, the Employer shall be entitled to designate a “single use” of the television motion picture. The “single use” shall be one of the following:

<u>Single Use</u>	<u>Single Use Entitlement for Minimum Rates</u>
(a) Free Television	One domestic run in Canada and one run in the U.S.A.
(b) Pay-Television	One (1) year’s use in Canada and in the U.S.A.
(c) Cable TV	One (1) year’s use in Canada and in the U.S.A.

The Employer must designate the “single use” of the television motion picture in the Director’s Deal Memo. Failure to designate clearly the “single use” of the television motion picture shall mean the loss of any right to a “single use”.

### Television Units – Movies-of-the-Week, Drama Specials, Mini-Series, Pilots, Spinoffs

A-16.2 (a) On movies-of-the-week, drama specials, mini-series, pilots, and spinoffs, the regular minimum wage scales and employment guarantees during the term hereof for Directors shall be as follows:

Length*	Guaranteed Days	July 5, 2009	April 4, 2010	April 3, 2011
½ hour	10 days	\$12,631.00	\$12,884.00	\$13,142.00
1 hour	20 days	\$25,263.00	\$25,768.00	\$26,283.00
1 + ½ hours	30 days	\$49,696.00	\$50,690.00	\$51,704.00
2 hours	45 days	\$74,594.00	\$76,086.00	\$77,608.00

(b) **De Facto Pilot:** If a television series is produced based on characters in a television program not originally intended as a pilot or a spinoff episode, the Director of such a motion picture shall be paid the difference between the wages originally paid and the applicable rate set out above.

(c) For motion pictures in excess of two (2) hours, the minimum wages and guaranteed days shall be computed at the two (2) hour rate plus the appropriate pro-rated amount from the one (1) hour schedule.

(d) **Computation of Wages:** The daily pro-rata wages for extra days shall be computed by dividing the minimum guarantee per show by the number of days guaranteed for such show. The weekly wages shall be computed by multiplying the applicable daily pro-rata wages by five (5) days. The wages

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\* Length refers to program air time.

for daily employment (e.g., Second Unit Work), where permissible, shall be one-quarter (¼) of such weekly rate.

- (e) **Second Unit:** Second Unit Directors will be paid no less than the weekly rate applicable to the show for which he or she is employed, or on a daily basis at one-quarter (¼) the applicable weekly rate for each day so employed.

**Television Series**

- A-16.3 (a) On television series, the regular minimum wage scales and employment guarantees during the term hereof for Directors shall be as follows:

Length*	Guaranteed Days	July 5, 2009	April 4, 2010	April 3, 2011
½ hour	10 days (5/5)	\$11,274.00	\$11,499.00	\$11,729.00
1 hour	16 days (8/8)	\$22,749.00	\$23,204.00	\$23,668.00
1 + ½ hours	24 days (12/12)	\$33,452.00	\$34,121.00	\$34,803.00
2 hours	32 days (16/16)	\$44,601.00	\$45,493.00	\$46,403.00

- (b) For a double length episode of a television series, the Director shall be employed at two hundred percent (200%) of the minimum wages and guaranteed days appearing in the above schedule.
- (c) For episodes in excess of two (2) hours, the minimum wages and guaranteed days shall be computed at the two (2) hour rate plus the appropriate pro-rated amount from the one (1) hour schedule; and any additional days' wages may be allocated between preparation time and shooting at the Employer's discretion.
- (d) **Series Without a Pilot:** In connection with the first produced episode of an open-ended television series which is ordered without a pilot, the minimum wages shall be one hundred and fifty percent (150%) of scale. The payment of the above fee shall entitle the Director to one (1) additional prep or shooting day per one-half (½) hour of said first episode.
- (e) **Computation of Wages:** The daily pro-rata wages shall be computed by dividing the minimum guarantee per show by the number of days guaranteed for such show. The weekly rate shall be computed by multiplying the applicable daily pro-rata wages by five (5) days. The minimum rate for daily employment, where permissible, shall be one-quarter (¼) of such weekly rate.
- (f) **Second Unit:** A Second Unit Director will be paid no less than the weekly rate applicable to the show for which he or she is employed, or on a daily basis at one-quarter (¼) of the applicable weekly rate for each day so employed.

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\* Length refers to program air time.

- (g) **Guaranteed Days (Shooting/Prep) Time:** Total guaranteed days shown are the maximum allowed for the applicable rate. The first (1<sup>st</sup>) number in parentheses indicates the maximum number of shooting days allowed within the total number of guaranteed days.

### **Additional Use Payments**

A-16.4 The Employer shall not be entitled to use or agree to the use of any television motion picture beyond the “single use” selected under ARTICLE A-16.1 unless and until the additional use is pre-purchased under this ARTICLE 16. If the Union notifies the Employer in writing that an additional use payment is delinquent under the terms of this Collective Agreement, the Employer shall have ninety (90) days following such notice within which to make payment of the amount due. Should the Employer fail to make such payment within the ninety (90) day period, then a penalty payment equal to five percent (5%) of the required use payment shall be due in addition to the additional use payment. The foregoing five percent (5%) penalty shall not be applicable in the event of a *bona fide* dispute.

### **TV Re-Use**

A-16.5 If the Employer desires to use or agree to the use of any television motion picture on free, in-flight, pay, or cable television, the Employer must pre-purchase television re-use rights as follows:

- (a) **World-Wide In Perpetuity:** Subject to pre-payment to the Director at the time of production of not less than seventy-five percent (75%) of the applicable television minimum rate, the Employer shall be entitled to free, in-flight, pay, and cable television re-use rights world-wide in perpetuity; or
- (b) (i) **World-Wide For Five (5) Year Period:** Subject to pre-payment to the Director at the time of production of not less than fifty percent (50%) of the applicable television minimum rate, the Employer shall be entitled to free, in-flight, pay, and cable television re-use rights world-wide for five (5) years from the date of the first (1<sup>st</sup>) Canadian television use or six (6) months after the last day of principal photography whichever is earlier; and
- (ii) **World-Wide Beyond the Five (5) Year Period:** Subject to pre-payment to the Director prior to date of use of not less than thirty-five percent (35%) of the applicable television minimum rate, the Employer shall be entitled to free, in-flight, pay, and cable television re-use rights world-wide beyond the five (5) year period. After the payment for Beyond the Five (5) Year Period has been made, the Employer is deemed to have acquired the television re-use rights in perpetuity.

### **Purchase of TV Re-Use After Production**

A-16.6 If the Employer does not purchase pre-paid re-use rights under ARTICLE A-16.5 (a) or ARTICLE A-16.5 (b) (i) at the time of production, such pre-payment shall be subject to an additional amount not less than ten percent (10%) of the applicable television minimum rate, prior to the date of use.



## Pilots and *De Facto* Pilots

A-16.7 Notwithstanding the provisions of ARTICLE A-16.6, the Director shall not be entitled to receive a pre-payment for the television re-use of a pilot or *de facto* pilot until the Employer receives a firm written order for the production of episodes of a resulting series. In such event, the use payment shall be paid within fourteen (14) calendar days following the Employer's receipt of such written notice.

## Compact Device Use

A-16.8 If the Employer desires to use or agree to the use of any television motion picture on compact devices, the Employer must pre-purchase compact device use rights as follows:

- (a) **World-Wide in Perpetuity:** Subject to pre-payment to the Director prior to the date of use of not less than fifty percent (50%) of the applicable television minimum rate, the Employer shall be entitled to compact device use rights world-wide in perpetuity; or
- (b) The Employer must pre-purchase compact device use rights in Canada and the Rest of the World, before purchasing compact device use rights in the USA:
  - (i) **Canada & Rest of the World (excluding the USA) in Perpetuity:** Subject to pre-payment to the Director prior to the date of use of not less than thirty percent (30%) of the applicable television minimum rate, the Employer shall be entitled to compact device use rights in Canada and the Rest of the World (excluding the USA) in perpetuity; and
  - (ii) **USA in Perpetuity:** Subject to pre-payment to the Director prior to the date of use of not less than thirty percent (30%) of the applicable television minimum rate, the Employer shall be entitled to compact device use rights in the USA in perpetuity. After the payment for compact device use in the USA has been made, the Employer is deemed to have acquired compact device use rights world-wide in perpetuity.

## All Media Use

A-16.9 If the Employer desires to use or agree to the use of any television motion picture in all media whether now known or developed in the future (including, but not limited to, the television re-use rights set out in A-16.5 and the compact device use rights set out in A-16.8), the Employer must pre-purchase all media use rights as follows:

- (a) **Unrestricted World-Wide Use in Perpetuity:** Subject to pre-payment to the Director at the time of production of not less than one-hundred and ten percent (110%) of the applicable television minimum rate, the Employer shall be entitled to unrestricted use rights in all media world-wide in perpetuity, except for theatrical use.
- (b) **Advance Option for Unrestricted World-Wide Use in Perpetuity:** To exercise the advance option, and where no pre-sale in the USA exists, the

Employer must make both of the following payments at the time of production:

- (i) Subject to pre-payment to the Director at the time of production of not less than fifty percent (50%) of the applicable television minimum rate, the Employer shall be entitled to unrestricted use rights in all media whether now known or developed in the future (including but not limited to free, in-flight, pay and cable television re-use rights and compact device use rights) in Canada and the Rest of the World excluding the USA.
- (ii) Subject to the pre-payment to the Director at the time of production of not less than ten percent (10%) of the applicable television minimum rate as an advance to be recouped against one percent (1%) of Distributors' Gross Revenue from future sales in the USA, the Producer shall be entitled to unrestricted use rights in all media in the USA in perpetuity.

Distributors' Gross Revenue means the monies derived by the Producer, distributor and/or sub-distributor from the distribution of the motion picture in the USA, including through the sale, license or other like means of distribution of the motion picture and shall be calculated simultaneously with other gross participants from first dollar, without deductions of expenses of any kind. For greater certainty, monies derived through the exploitation of ancillary, allied, and underlying rights and like rights, such as merchandising, novelization, and serial rights, shall not be included in Distributors' Gross Revenue.

### **Limited Theatrical Use Rights**

A-16.10 If the Employer desires to use or agree to the use of a television motion picture theatrically, the Employer must pre-purchase theatrical use rights as follows:

- (a) **World-Wide in Perpetuity:** Subject to pre-payment to the Director prior to the date of use of not less than forty percent (40%) of the applicable television minimum rate, the Employer shall be entitled to theatrical use rights world-wide in perpetuity; or
- (b) **Limited Use:** Subject to pre-payment to the Director prior to date of use of not less than twenty percent (20%) of the applicable television minimum rate, the Employer shall be entitled to theatrical use rights in the Rest of the World (excluding Canada and the USA) in perpetuity, and theatrical use in Canada and the USA within the following limitations:
  - (i) this exhibition shall take place within a total period of nine (9) months before and three (3) months after the first (1<sup>st</sup>) Canadian transmission. This provision shall not apply to limited theatrical use in the USA.
  - (ii) the duration of the exhibition of the production shall not be longer than a continuous period of three (3) months.

- (iii) the exhibition shall take place in not more than ten (10) cinemas in Canada or the USA which shall not be all in the same circuit, e.g., Art Houses.
- (c) **Promotional Exception:** The exhibition of a television motion picture at a film festival, a charitable exhibition, or other promotional exhibition shall not be considered a theatrical release.

**Full Theatrical Conversion**

A-16.11 If a television motion picture is to be exhibited theatrically in Canada and the United States other than in accordance with the provisions of ARTICLE A-16.9 (b), then the motion picture shall be deemed to be for all purposes under this Agreement a theatrical motion picture. The Employer shall pay the difference, if any, between the “initial” wages paid under this ARTICLE A-16 (Television Motion Pictures) and the applicable theatrical minimum rate under ARTICLE A-15 (Theatrical Motion Pictures). Any adjustment in “initial” wages shall be paid prior to the date of use.

**Series Sales Bonus**

A-16.12 If an open-ended television series is sold subsequent to the production of a pilot or spinoff, or if such television series is based on a theatrical motion picture, then the Director of the pilot or spinoff, or of the theatrical motion picture introducing the character(s), shall be entitled to an additional aggregate series bonus payment for each production year as follows:

<u>Length of Television Motion Picture</u>	<u>Series Bonus Per Production Year</u>
½ hour	\$1,000
1 hour	\$2,000
90 minutes or longer	\$3,000

The series bonus shall be paid for each year of production at the beginning of each calendar year or within ten (10) days, excluding Saturdays, Sundays, and general holidays, of the contract being signed for the production of the episode or series, whichever occurs first. The series bonus may not be bought out.

**Teleplay Development**

A-16.13 If a Director, at the request of the Employer, renders services in supervising the development of a teleplay (as distinguished from reviewing or commenting on a completed or substantial-completed teleplay), for a prime-time dramatic program of ninety (90) minutes or longer with an option to direct and if such option is not exercised or if the Director is replaced or the motion picture is abandoned, the Director shall receive a minimum of Ten Thousand Dollars (\$10,000) at the time a television program based on such teleplay is produced, if at all, provided one or

more of the writers supervised by such Director in development is accorded writing credit. Payments made to the Director concerning development shall apply toward the minimum Ten Thousand Dollars (\$10,000).

## **ARTICLE A-17 ADDITIONAL USE**

### **Definitions**

A-17.1 For the purposes of this ARTICLES A-15, A-16, and A-17:

- (a) “at the time of production” means no later than the completion of principal photography and with respect to a television series, no later than completion of principal photography of the particular episode.
- (b) “date of use” means the date on which a motion picture is released on compact devices or theatrically, or first exhibited or broadcast on free television, pay television or cable television.
- (c) “five (5) year period” means the period of sixty (60) consecutive months calculated from the first use under ARTICLE A-15.3 (b)(i) OR ARTICLE A-16.5 (b)(i).
- (d) “beyond the five (5) year period” means the first date of use after the five (5) year period of use. After the payment for beyond the five (5) year period has been made, the Employer is deemed to have acquired the rights in perpetuity.

### **Additional Use**

A-17.2 The following is a summary of the specific terms of ARTICLES A-15 and A-16 herein. The Employer may acquire unrestricted world-wide rights in perpetuity for additional use beyond the theatrical use acquired under ARTICLE A-15.1 with respect to theatrical motion pictures or the “single use” designated under ARTICLE A-16.1 with respect to television motion pictures, only after payment in full of not less than the following percentages of the applicable Director’s minimum rate no later than the due date specified:

**(a) Theatrical Motion Pictures**

**(i) All Free, In-Flight, Pay, and Cable Television Re-Use**

<u>Buyout Period</u>	<u>Prepayment</u>	<u>Due Date</u>
	(%)	
World-Wide In Perpetuity	40%	Prior to date of use
<b>OR</b>		
World-Wide for Five (5) Year Period	25%	Prior to date of use
World-Wide for Beyond the Five (5) Year Period	25%	Prior to date of use
TOTAL	=	50%

After the payment for Beyond the Five (5) Year Period has been made, the Employer is deemed to have acquired the re-use rights in perpetuity.

**(ii) Compact Devices**

<u>Buyout Period</u>	<u>Prepayment</u>	<u>Due Date</u>
	(%)	
Worldwide In Perpetuity	50%	Prior to date of use
<b>OR</b>		
Canada & Rest of the World (excluding the USA) In Perpetuity	30%	Prior to date of use
The USA in Perpetuity	30%	Prior to date of use
TOTAL	=	60%

**(iii) All Media Use**

<u>Buyout Period</u>	<u>Prepayment (%)</u>	<u>Due Date</u>
Worldwide In Perpetuity	90%	At time of Production
<b>OR</b>		
Canada & the Rest of the World excluding the USA in Perpetuity	50%	At time of Production
<b>AND</b>		
the USA in Perpetuity advance against 1% DGR	10%	At time of Production
TOTAL	=	60%

**(b) Television Motion Pictures**

**(i) All Free, In-Flight, Pay, and Cable Television Use**

<u>Buyout Period</u>	<u>Prepayment (%)</u>	<u>Due Date</u>
World-Wide In Perpetuity	75%	At time of production
<b>OR</b>		
World-Wide for Five (5) Year Period	50%	At time of production
World-Wide for Beyond Five (5) Years	35%	Prior to date of use
TOTAL	=	85%

After the payment for Beyond the Five (5) Year Period has been made, the Employer is deemed to have acquired the re-use rights in perpetuity.

**(ii) Compact Devices**

<u>Buyout Period</u>	<u>Prepayment (%)</u>	<u>Due Date</u>
World-Wide In Perpetuity	50%	Prior to date of use
<b>OR</b>		
Canada & Rest of the World (excluding the USA) In Perpetuity	30%	Prior to date of use
The USA in Perpetuity	30%	Prior to date of use
TOTAL =	60%	

**(iii) Theatrical Use**

<u>Buyout Period</u>	<u>Prepayment (%)</u>	<u>Due Date</u>
World-Wide In Perpetuity	40%	Prior to date of use
<b>OR</b>		
Rest of the World & Limited Canada & US	20%	Prior to date of use

**(iv) All Media Use**

<u>Buyout Period</u>	<u>Prepayment (%)</u>	<u>Due Date</u>
Worldwide In Perpetuity	110%	At time of production
<b>OR</b>		
Canada & the Rest of the World excluding the USA in Perpetuity	50%	At time of production
<b>AND</b>		
the USA in Perpetuity advance against 1% DGR10%		At time of production
TOTAL =	60%	

## **Non-Payments**

A-17.3 In any action brought in arbitration or in a court of law, the claims arising out of non-payment of additional use payments shall include all costs and expenses of the proceedings, including reasonable counsel fees and other expenses incurred.

## **Excerpt from a Motion Picture**

A-17.4 If the Employer wishes to use any excerpt or footage of a motion picture directed by the Director in the making of another motion picture, the Employer must purchase additional prepaid use rights for that motion picture in accordance with this ARTICLE(s) A-15 or A-16.

- (a) The word excerpt as used herein shall not be deemed to apply to the televising or exhibition of trailers or advertising of a motion picture by shots or scenes substantially in the nature of a trailer, advertisement, promo, behind-the-scenes shots or to the use of stock material or to the televising or exhibition of excerpts for news or review purposes. Stock material means stock film or tape of any kind or nature created for general usage and not photographed for use in the particular motion picture directed by the Director.
- (b) The Director of any motion picture which incorporates any excerpt(s) of any other motion picture shall not have his or her wages reduced as a result. Accordingly, the applicable minimum rates prescribed by this Agreement, or as otherwise increased by individual negotiation between a Director and the Employer, shall apply in full, despite any use of any excerpt of any other motion picture in that motion picture.
- (c) The provisions of this ARTICLE A-17.4 do not apply where an Employer has already purchased additional pre-paid use rights for that motion picture in accordance with this ARTICLE A-17.
- (d) The provisions of this ARTICLE A-17.4 do not apply to promotional uses of excerpts from motion pictures.

## **Assumption Agreement**

A-17.5 If the Employer or its heirs, successors, or assigns, sells, assigns or otherwise disposes of any motion picture or production produced under this Agreement, or if it assigns rights thereto, the Employer shall not be relieved of its obligations for payments under this Agreement unless the party to whom the said property rights have been sold, assigned or otherwise disposed of (the "Purchaser") assumes, in writing the obligations for such payments. The written approval of the Union to such assumption must be obtained, which approval shall not be unreasonably withheld.

The assumption by the Purchaser of the above-noted obligations shall be set out in an Assumption Agreement in the form contained in Appendix "D" to this Agreement. When the Employer seeks the approval of the Union to an assumption referred to above, it shall provide to the Union such information and material regarding the Purchaser which the Union may reasonably require, including, but



not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser and the terms and conditions of the Purchase Agreement.

## **ARTICLE A-18 TERMINATION OF DIRECTOR'S DEAL MEMO**

### ***Force Majeure, Postponement or Termination***

A-18.1 The Director of the motion picture shall not have the start of his or her Deal Memo postponed, the term of his or her Deal Memo interrupted, or his or her Deal Memo terminated under the *force majeure* provisions hereof or under any *force majeure* provision in the Director's Deal Memo, unless the entire cast and the Director of Photography of the motion picture are also subject to the same postponement, interruption, or termination, as the case may be. Where, during any postponement or interruption of the Director's Deal Memo, the star(s) of the motion picture or the Director of Photography receive all or part of their wages, then the Employer shall pay to the Director as compensation for such postponement or interruption an amount in the same pro-rata amount as the Employer pays the star(s) of the motion picture or the Director of Photography during the said postponement or interruption of the Director's Deal Memo. If there is a difference in the proportionate amount paid to the star(s) of the motion picture and the Director of Photography then the higher proportionate amount shall be paid to the Director.

### **Cancellation of the Motion Picture**

A-18.2 If the production of the motion picture is cancelled and the Director is terminated due to such a "*force majeure*", then in the event the production of such television motion picture is recommenced within six (6) months, or in the case of theatrical motion picture it is recommenced within twelve (12) months, the Director, subject to his or her availability, shall be offered reinstatement of the balance of his previous Deal Memo to direct the motion picture in accordance with the terms of such previous Deal Memo. Such offer shall be accepted in writing by the Director within forty-eight (48) hours after the offer is received and if not, the offer shall be deemed to be rejected.

### **Guaranteed Period of Employment – "Pay or Play"**

- A-18.3 (a) The obligation of the Employer on entering into a Deal Memo for the employment of a Director to furnish employment during guaranteed periods of employment shall be wholly satisfied by the payment of the contracted wages for the applicable guaranteed period.
- (b) If any Director is terminated before the completion of the guaranteed period of employment, the Employer shall pay the Director all remaining unpaid non-deferred, non-contingent wages as provided in the Director's Deal Memo. The provisions above shall not apply and the Employer shall not be obligated to pay the Director for the guaranteed period if: (i) the Employer has discharged the Director with just and reasonable cause; (ii) the Employer has

terminated the Director in accordance with the *force majeure* provisions of this Agreement; or (iii) the Director fails or refuses to perform services.

## **Replacement**

A-18.4 A Director who is terminated in accordance with the “pay or play” provisions or the just and reasonable cause provision contained herein may be replaced. The Director may be replaced only by a person who has, prior to that time, directed a theatrical motion picture or not less than ninety (90) minutes of television.

## **Emergency Substitution**

A-18.5 Notwithstanding the preceding ARTICLE A-18.4, the Employer may, in a *bona fide* emergency, employ a substituting Director for a period of five (5) days on a one time basis who does not meet the qualifications required by ARTICLE A-18.4 to act as a replacement Director during the said five (5) days pending the arrival of the substituting Director who does qualify under ARTICLE A-18.4. If such an emergency arises on a television series, the five (5) day period may be extended to allow the completion of principal photography of the episode.

## **Guaranteed Period for Substituting the Director**

A-18.6 Where a Director is replaced, the substituting Director shall only be guaranteed the greater of the number of guaranteed days remaining, or the number of days actually remaining on the shooting schedule at the time such substituting Director begins the assignment.

# **ARTICLE A-19 FINANCIAL OBLIGATIONS**

## **Effective Duration**

A-19.1 It is expressly understood and agreed that this Agreement shall remain in full force and effect as it relates to the Employer’s obligations and responsibilities under this Appendix “A” pertaining to financial obligations to Directors, including, without limitation, pre-payment for Additional Use and series sales bonus, notwithstanding the length hereof, expiration date, or termination of the Contractual Agreement.

**WAGE SCALES  
APPENDIX "B"**

**FOR THEATRICAL MOTION PICTURES BUDGETED AT MORE THAN 20 MILLION DOLLARS**

	<u>Daily Basis</u>		<u>Weekly Basis</u>	
	Per 15 Hour Day	Hourly Base Rate 20.5 Hr./ESA	Per 75 Hour Week	Hourly Base Rate 102.5 Hr./ESA
<b>Production Manager</b>				
<b>Production Manager</b>				
Jul 5, 2009 - Apr 3, 2010	\$ 911.00	\$ 44.44	\$ 3,644.00	\$ 35.55
Apr 4, 2010 - Apr 2, 2011	\$ 929.00	\$ 45.32	\$ 3,717.00	\$ 36.26
Apr 3, 2011 - Mar 31, 2012	\$ 948.00	\$ 46.24	\$ 3,791.00	\$ 36.99
<b>Unit Manager</b>				
Jul 5, 2009 - Apr 3, 2010	\$ 584.00	\$ 28.49	\$ 2,337.00	\$ 22.80
Apr 4, 2010 - Apr 2, 2011	\$ 596.00	\$ 29.07	\$ 2,384.00	\$ 23.26
Apr 3, 2011 - Mar 31, 2012	\$ 608.00	\$ 29.66	\$ 2,432.00	\$ 23.73
<b>Assistant Directors</b>				
<b>First Assistant Director</b>				
Jul 5, 2009 - Apr 3, 2010	\$ 866.00	\$ 42.24	\$ 3,462.00	\$ 33.78
Apr 4, 2010 - Apr 2, 2011	\$ 883.00	\$ 43.07	\$ 3,531.00	\$ 34.45
Apr 3, 2011 - Mar 31, 2012	\$ 901.00	\$ 43.95	\$ 3,602.00	\$ 35.14
<b>Second Assistant Director</b>				
Jul 5, 2009 - Apr 3, 2010	\$ 584.00	\$ 28.49	\$ 2,337.00	\$ 22.80
Apr 4, 2010 - Apr 2, 2011	\$ 596.00	\$ 29.07	\$ 2,384.00	\$ 23.26
Apr 3, 2011 - Mar 31, 2012	\$ 608.00	\$ 29.66	\$ 2,432.00	\$ 23.73
<b>Third Assistant Director</b>				
Jul 5, 2009 - Apr 3, 2010	\$ 387.00	\$ 18.88	\$ 1,548.00	\$ 15.10
Apr 4, 2010 - Apr 2, 2011	\$ 395.00	\$ 19.27	\$ 1,579.00	\$ 15.40
Apr 3, 2011 - Mar 31, 2012	\$ 403.00	\$ 19.66	\$ 1,611.00	\$ 15.72
<b>Trainee Assistant Director</b>				
Jul 5, 2009 - Apr 3, 2010	\$ 281.00	\$ 13.71	\$ 1,125.00	\$ 10.98
Apr 4, 2010 - Apr 2, 2011	\$ 287.00	\$ 14.00	\$ 1,148.00	\$ 11.20
Apr 3, 2011 - Mar 31, 2012	\$ 293.00	\$ 14.29	\$ 1,171.00	\$ 11.42
<b>Location Managers</b>				
<b>Location Manager</b>				
Jul 5, 2009 - Apr 3, 2010	\$ 597.00	\$ 29.12	\$ 2,387.00	\$ 23.29
Apr 4, 2010 - Apr 2, 2011	\$ 609.00	\$ 29.71	\$ 2,435.00	\$ 23.76
Apr 3, 2011 - Mar 31, 2012	\$ 621.00	\$ 30.29	\$ 2,484.00	\$ 24.23
<b>Assistant Location Manager</b>				
Jul 5, 2009 - Apr 3, 2010	\$ 479.00	\$ 23.37	\$ 1,917.00	\$ 18.70
Apr 4, 2010 - Apr 2, 2011	\$ 489.00	\$ 23.85	\$ 1,955.00	\$ 19.07
Apr 3, 2011 - Mar 31, 2012	\$ 499.00	\$ 24.34	\$ 1,994.00	\$ 19.45
<b>Trainee Assistant Location Manager</b>				
Jul 5, 2009 - Apr 3, 2010	\$ 281.00	\$ 13.71	\$ 1,125.00	\$ 10.98
Apr 4, 2010 - Apr 2, 2011	\$ 287.00	\$ 14.00	\$ 1,148.00	\$ 11.20
Apr 3, 2011 - Mar 31, 2012	\$ 293.00	\$ 14.29	\$ 1,171.00	\$ 11.42

more than 20 mil.

**FOR THEATRICAL MOTION PICTURES BUDGETED AT 20 MILLION DOLLARS OR LESS  
AND ALL TELEVISION PRODUCTIONS**

	Per 15 Hour Day	<u>Daily Basis</u> Hourly Base Rate 20.5 Hr./ESA	Per 75 Hour Week	<u>Weekly Basis</u> Hourly Base Rate 102.5 Hr./ESA
<b>Production Manager</b>				
<b>Production Manager</b>				
Apr 1, 2008 - Mar 31, 2009	\$ 782.00	\$ 38.15	\$ 3,127.00	\$ 30.51
Jul 5, 2009 - Apr 3, 2010	\$ 798.00	\$ 38.93	\$ 3,190.00	\$ 31.12
Apr 4, 2010 - Apr 2, 2011	\$ 814.00	\$ 39.71	\$ 3,254.00	\$ 31.75
Apr 3, 2011 - Mar 31, 2012	\$ 830.00	\$ 40.49	\$ 3,319.00	\$ 32.38
<b>Unit Manager</b>				
Apr 1, 2008 - Mar 31, 2009	\$ 501.00	\$ 24.44	\$ 2,004.00	\$ 19.55
Jul 5, 2009 - Apr 3, 2010	\$ 511.00	\$ 24.93	\$ 2,044.00	\$ 19.94
Apr 4, 2010 - Apr 2, 2011	\$ 521.00	\$ 25.41	\$ 2,085.00	\$ 20.34
Apr 3, 2011 - Mar 31, 2012	\$ 532.00	\$ 25.95	\$ 2,127.00	\$ 20.75

<b>Assistant Directors</b>				
<b>First Assistant Director</b>				
Apr 1, 2008 - Mar 31, 2009	\$ 743.00	\$ 36.24	\$ 2,971.00	\$ 28.99
Jul 5, 2009 - Apr 3, 2010	\$ 758.00	\$ 36.98	\$ 3,030.00	\$ 29.56
Apr 4, 2010 - Apr 2, 2011	\$ 773.00	\$ 37.71	\$ 3,091.00	\$ 30.16
Apr 3, 2011 - Mar 31, 2012	\$ 788.00	\$ 38.44	\$ 3,153.00	\$ 30.76
<b>Second Assistant Director</b>				
Apr 1, 2008 - Mar 31, 2009	\$ 501.00	\$ 24.44	\$ 2,004.00	\$ 19.55
Jul 5, 2009 - Apr 3, 2010	\$ 511.00	\$ 24.93	\$ 2,044.00	\$ 19.94
Apr 4, 2010 - Apr 2, 2011	\$ 521.00	\$ 25.41	\$ 2,085.00	\$ 20.34
Apr 3, 2011 - Mar 31, 2012	\$ 532.00	\$ 25.95	\$ 2,127.00	\$ 20.75
<b>Third Assistant Director</b>				
Apr 1, 2008 - Mar 31, 2009	\$ 332.00	\$ 16.20	\$ 1,327.00	\$ 12.95
Jul 5, 2009 - Apr 3, 2010	\$ 339.00	\$ 16.54	\$ 1,354.00	\$ 13.21
Apr 4, 2010 - Apr 2, 2011	\$ 345.00	\$ 16.83	\$ 1,381.00	\$ 13.47
Apr 3, 2011 - Mar 31, 2012	\$ 352.00	\$ 17.17	\$ 1,409.00	\$ 13.75
<b>Trainee Assistant Director</b>				
Apr 1, 2008 - Mar 31, 2009	\$ 254.00	\$ 12.39	\$ 1,015.00	\$ 9.90
Jul 5, 2009 - Apr 3, 2010	\$ 259.00	\$ 12.63	\$ 1,035.00	\$ 10.10
Apr 4, 2010 - Apr 2, 2011	\$ 264.00	\$ 12.88	\$ 1,056.00	\$ 10.30
Apr 3, 2011 - Mar 31, 2012	\$ 269.00	\$ 13.12	\$ 1,077.00	\$ 10.51

<b>Location Managers</b>				
<b>Location Manager</b>				
Apr 1, 2008 - Mar 31, 2009	\$ 512.00	\$ 24.98	\$ 2,047.00	\$ 19.97
Jul 5, 2009 - Apr 3, 2010	\$ 522.00	\$ 25.46	\$ 2,088.00	\$ 20.37
Apr 4, 2010 - Apr 2, 2011	\$ 533.00	\$ 26.00	\$ 2,130.00	\$ 20.78
Apr 3, 2011 - Mar 31, 2012	\$ 543.00	\$ 26.49	\$ 2,173.00	\$ 21.20
<b>Assistant Location Manager</b>				
Apr 1, 2008 - Mar 31, 2009	\$ 410.00	\$ 20.00	\$ 1,641.00	\$ 16.01
Jul 5, 2009 - Apr 3, 2010	\$ 419.00	\$ 20.44	\$ 1,674.00	\$ 16.33
Apr 4, 2010 - Apr 2, 2011	\$ 427.00	\$ 20.83	\$ 1,707.00	\$ 16.65
Apr 3, 2011 - Mar 31, 2012	\$ 435.00	\$ 21.22	\$ 1,741.00	\$ 16.99
<b>Trainee Assistant Location Manager</b>				
Apr 1, 2008 - Mar 31, 2009	\$ 254.00	\$ 12.39	\$ 1,015.00	\$ 9.90
Jul 5, 2009 - Apr 3, 2010	\$ 259.00	\$ 12.63	\$ 1,035.00	\$ 10.10
Apr 4, 2010 - Apr 2, 2011	\$ 264.00	\$ 12.88	\$ 1,056.00	\$ 10.30
Apr 3, 2011 - Mar 31, 2012	\$ 269.00	\$ 13.12	\$ 1,077.00	\$ 10.51

20 mil. or less

	Per 8 Hour Day	Daily Basis Hourly Base Rate 8 Hr./ESA	Per 15 Hour Day	Hourly Base Rate 20.5 Hr./ESA
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**Location Scout**

Apr 1, 2008 - Mar 31, 2009			\$ 212.00	\$ 10.34
Jul 5, 2009 - Apr 3, 2010			\$ 216.00	\$ 10.54
Apr 4, 2010 - Apr 2, 2011			\$ 220.00	\$ 10.73
Apr 3, 2011 - Mar 31, 2012			\$ 224.00	\$ 10.93

**Production Assistants**

<b>1st Office Production Assistant hired &amp; 1st Three (3) On Set/Locations Production Assistants</b>				
Apr 1, 2008 - Mar 31, 2009	\$ 113.00	\$ 14.12	\$ 193.00	\$ 9.41
Jul 5, 2009 - Apr 3, 2010	\$ 115.00	\$ 14.42	\$ 197.00	\$ 9.61
Apr 4, 2010 - Apr 2, 2011	\$ 118.00	\$ 14.70	\$ 201.00	\$ 9.80
Apr 3, 2011 - Mar 31, 2012	\$ 120.00	\$ 15.00	\$ 205.00	\$ 10.00

**Production Assistants**

<b>1st Four Non-Key Member Production Assistants based on the current minimum wage</b>				
Effective rates Jul 5, 2009	\$ 105.60	\$ 13.20	\$ 180.40	\$ 8.80

	Per 8 Hour Day	Hourly Base Rate 8 Hr./ESA	Per 15 Hour Day	Hourly Base Rate 20.5 Hr./ESA
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**Production Assistants**

<b>Additional Production Assistants "Helpers"</b>				
<b>Hourly Base Rate for a Daily Employee is based on the current minimum wage</b>		150% of Min. Wage		
Effective rates Apr 1, 2009	\$ 96.00	\$ 12.00	\$ 164.00	\$ 8.00



## APPENDIX “C”

### LIST OF INDIVIDUALS, PERSONS, PARTNERSHIPS FIRM, OR CORPORATIONS BOUND BY AGREEMENT

Alameda Entertainment B.C., Inc.

Brightlight Pictures, Inc.

CBS Canadian Films and Television Inc.

CBS Films Inc.

Crescent Entertainment

Gabriel Simon Production Services Limited

GEP Productions, Inc.

Insight Film Studios Ltd.

Keatley Entertainment

Legacy Filmworks Ltd.

MGM Production Services (B.C.), Ltd.

New City Pictures

No Equal Entertainment Inc.

Paramount Pictures Corporation (Canada) Inc.

Reunion Pictures Inc.

Screen Gems (Canada), Ltd.

Shavick Entertainment

SKG Studios Canada Inc.

Stage 49 Ltd.

Twentieth Century Fox Canada Limited

Universal Studios Canada, Inc.

Warner Bros. Television (B.C.), Inc.

*Upon request, copies of the fully executed signatory pages are available at the DGC BCDC office.*

**APPENDIX "D" ASSUMPTION AGREEMENT**

WHEREAS \_\_\_\_\_ ("Purchaser") has  
acquired from \_\_\_\_\_ ("Employer") certain rights  
in the production or motion picture entitled \_\_\_\_\_ ("Motion Picture");

AND WHEREAS the Motion Picture was produced pursuant to the DGC BCDC Collective Agreement covering Employees in the province of British Columbia and the territory of the Yukon;

The parties hereto agree as follows:

The Purchaser of the Motion Picture hereby agrees to and with the Directors Guild of Canada, B.C. District Council (hereinafter referred to as the "Union") to abide by the credit provisions of the Collective Agreement and unconditionally agrees to guarantee the performance of all the Employer's obligations and to pay when due or required all payments under the said Collective Agreement, including the Director's Prepayment for Additional Use and Series Sales Bonus required by the said Collective Agreement to be paid by the Employer to or for the Union members. The grievance and arbitration provisions of the Collective Agreement shall apply to any disputes under this assumption agreement.

The Purchaser agrees that upon any sale or other disposition of the Motion Picture and of a copyright to the film it will obtain from any other purchaser an assumption agreement in the same form as this one and will deliver it to the Union.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ON BEHALF OF THE PURCHASER:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
City

\_\_\_\_\_  
Province, Postal Code

\_\_\_\_\_  
Province, Postal Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number



**SCHEDULE "A-1"**

**DIRECTORS GUILD OF CANADA, B.C. DISTRICT COUNCIL  
STANDARD FORM  
DIRECTOR DEAL MEMO**

Name: \_\_\_\_\_ SIN #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Loan-out: \_\_\_\_\_ BC Incorpor. #: \_\_\_\_\_

Address: \_\_\_\_\_ Tel. #: \_\_\_\_\_

City/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

(The above information is required by CCRA under the Income Tax Act for mandatory RSP contribution.)

Employed for: (check one) \_\_\_\_\_ Main Unit \_\_\_\_\_ Second Unit \_\_\_\_\_

Salary: \$ \_\_\_\_\_ per episode/per week/per day (circle one)

Current Title of Motion Picture: \_\_\_\_\_

Episode Number (if applicable): \_\_\_\_\_

Declared Use of Motion Picture: \_\_\_\_\_

Additional Use of Motion Picture (Buy-out): \_\_\_\_\_

Start Date (on or about/expected): \_\_\_\_\_

Guaranteed Period of Employment: \_\_\_\_\_

Number of Days Prep: \_\_\_\_\_ Number of Days Shoot: \_\_\_\_\_

Studio Zone or Nearby Location / Distant Location / Combination  
(cross out if not applicable)

The individual having final cutting authority over the motion picture is:

\_\_\_\_\_

The tentative post-production locale is: \_\_\_\_\_

Other terms (e.g., Credit, Per Diem, etc.):

\_\_\_\_\_

\_\_\_\_\_

The undersigned hereby authorizes the Company/payroll to deduct two percent (2%) of gross earnings for Union Dues or Check Off and remit the same on a weekly basis to the Union. This document also authorizes the mandatory pension contribution to be deducted, where applicable, by payroll for each pay period and remit the same to Great West Life. This employment is subject to the provisions of the Directors Guild of Canada, B.C. District Council 2009 Collective Agreement.

Accepted and Agreed:

Signatory Company: \_\_\_\_\_

Employee: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE "A-2"**  
**DIRECTORS GUILD OF CANADA, B.C. DISTRICT COUNCIL**  
**STANDARD FORM - DEAL MEMO**  
**PRODUCTION MGR., LOCATION MGR., ASST. DIRECTOR & PROD. ASSISTANT**

Name: \_\_\_\_\_ SIN. #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Loan-out: \_\_\_\_\_ B.C. Incorpor. #: \_\_\_\_\_

Address: \_\_\_\_\_ Tel. #: \_\_\_\_\_

City/Province: \_\_\_\_\_ Postal Code \_\_\_\_\_

(The above information is required by CCRA under the Income Tax Act for mandatory RSP contribution.)

Employed for: (check one) \_\_\_\_\_ Main Unit \_\_\_\_\_ Second Unit \_\_\_\_\_

_____ Production Manager	_____ Location Manager
_____ Unit Manager	_____ Assistant Location Manager
_____ First Assistant Director	_____ Location Trainee
_____ Second Assistant Director	_____ Location Scout
_____ Third Assistant Director	_____ Production Assistant (Office or On Set)
_____ Trainee Assistant Director	

Salary or Compensation: \$ \_\_\_\_\_ per WEEK \_\_\_\_\_ days \_\_\_\_\_ hours per day OR  
\_\_\_\_\_ per DAY \_\_\_\_\_ hours

If any over-scale rates are to be offset or credited, describe in what manner or form such offset or credit will be applied. (See Section 15.6 of the 2009 Collective Agreement):

\_\_\_\_\_  
\_\_\_\_\_

Current Title of Motion Picture: \_\_\_\_\_

Start Date (on or about): \_\_\_\_\_

Please check one of the following: Guaranteed Period of Employment: \_\_\_\_\_ daily \_\_\_\_\_ weekly

Studio Zone/Nearby Location \_\_\_\_\_ Distant Location \_\_\_\_\_ Combination of Both \_\_\_\_\_

Other Terms (e.g., Credit, Per Diem, etc.) \_\_\_\_\_ Per DGC Collective Agreement OR \_\_\_\_\_

\_\_\_\_\_

The undersigned hereby authorizes the Company/payroll to deduct two percent (2%) of gross earnings for Union Dues or Check Off and remit the same on a weekly basis to the Union. This document also authorizes the mandatory pension contribution to be deducted, where applicable, by payroll for each pay period and remit the same to Great West Life. This employment is subject to the provisions of the 2009 Collective Agreement.

Accepted and Agreed: \_\_\_\_\_ Signatory Company: \_\_\_\_\_

Employee: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE "B-1"**

**DIRECTORS GUILD OF CANADA, B.C. DISTRICT COUNCIL  
WORK PERMIT APPLICATION FOR CANADIAN CITIZENS AND PERMANENT RESIDENTS**

I hereby make application for a work permit from the Directors Guild of Canada, B.C. District Council (hereinafter called the "Union"). I hereby of my own free will authorize, designate, and choose the Union to negotiate, bargain collectively for minimum terms and conditions of employment, and present and discuss grievances with my employer as my representative and my sole and exclusive collective bargaining agency, and I do hereby confirm the same in all respects. If the Union accepts this application, I agree to be bound by and observe the Union's constitution, by-laws, working conditions, rules, regulations, orders, and decisions of the Union's executive board, committees, or its membership as they now exist or as they may hereafter be amended.

I declare and affirm that I am either a Canadian Citizen or a person granted permanent residency status by the Government of Canada. I base my application on the following facts, which I declare and affirm to be true:

I, \_\_\_\_\_, living at \_\_\_\_\_  
(Print Name) (Street) (City)  
\_\_\_\_\_ by occupation a \_\_\_\_\_  
(Province) (Postal Code) (Telephone)

wish to be employed by \_\_\_\_\_ as a \_\_\_\_\_, on the  
(Print Name of Production Company)  
motion picture currently known as and entitled: " \_\_\_\_\_ "  
on episode(s) number \_\_\_\_\_ (if applicable).

***A copy of the Applicant's resume must be attached to this Application.***

I declare and affirm that I am a member in good standing of the following union(s):  
\_\_\_\_\_. I understand that I may be required to present documented proof of my membership in the union(s) referred to above.

I agree to the Union Administration Charge of Two Percent (2%) being deducted from my gross salary and remitted to the Union on a weekly basis. I agree to a permit fee of Five Dollars (\$5.00) per day of employment being deducted for Canadian citizens and permanent residents employed as Production Assistants or the applicable permit fee of Twenty-Five Dollars (\$25.00) per day of employment being deducted for Canadian Citizens and permanent residents employed in any other Directors Guild of Canada, B.C. District Council category.

I understand that should any of the above declarations prove to be false, the Union may unilaterally refuse to grant me a work permit or may revoke such work permit once granted.

Signature of Applicant \_\_\_\_\_

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

The Union confirms that the above named person is permitted to work, at the sole discretion of the Union on all or part of the motion picture currently known as and entitled " \_\_\_\_\_ ".

Authorized by the Union \_\_\_\_\_.

*Original for the Union and Copies for the Company and the Applicant*





BRITISH COLUMBIA PRODUCTION NOTICE

This notice is to be provided to the DGC pursuant to Section 9.1 of the Directors Guild of Canada B.C. District Council 2009-12 Collective Agreement

Name of Studio or Parent Company \_\_\_\_\_

Name of Service Company (if applicable) \_\_\_\_\_

Name of B.C. Production Entity \_\_\_\_\_

Affiliated with the AMPTP: [ ] Affiliated with the CFTPA: [ ] No Affiliation: [ ]

Name of Distributor: \_\_\_\_\_ Production locale(s): \_\_\_\_\_

Title of Motion Picture: \_\_\_\_\_

TYPE OF PRODUCTION Budget: Canadian \$ [ ] American \$ [ ]

Feature over 20 Million Dollars: \_\_\_\_\_ Budget estimate: \$ \_\_\_\_\_

\*Feature 20 Million Dollars or less: \_\_\_\_\_ Budget estimate: \$ \_\_\_\_\_

\*Feature 12 Million Dollars or less: \_\_\_\_\_ Budget estimate: \$ \_\_\_\_\_

\*Feature 5 Million Dollars or less: \_\_\_\_\_ Budget estimate: \$ \_\_\_\_\_

\*Feature 3 Million Dollars or less: \_\_\_\_\_ Budget estimate: \$ \_\_\_\_\_

\*Feature 2 Million Dollars or less: \_\_\_\_\_ Budget estimate: \$ \_\_\_\_\_

\*Home Video 12 Million Dollars or less: \_\_\_\_\_ Budget estimate: \$ \_\_\_\_\_

\*Home Video 2 Million Dollars or less: \_\_\_\_\_ Budget estimate: \$ \_\_\_\_\_

TV Movie: \_\_\_\_\_ Budget estimate: \$ \_\_\_\_\_

Pilot and/or Presentation: \_\_\_\_\_ Budget estimate: \$ \_\_\_\_\_

Series: 1hr \_\_\_ 1/2 hr \_\_\_ episodes. Budget per episode: \$ \_\_\_\_\_ Number of episodes: \_\_\_\_\_

\*Indicates: A copy of the budget is required with this notice. The final budget required when locked.

Date Pre-production begins: \_\_\_\_\_ Shooting Dates: \_\_\_\_\_ # of Shoot Days: \_\_\_\_\_

Office Address: \_\_\_\_\_ City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ email: \_\_\_\_\_

Name of Director: \_\_\_\_\_ DGC Member \_\_\_ DGA Member \_\_\_ Other \_\_\_

Designated Executive(s) for production: Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ email: \_\_\_\_\_

Name of Labour Relations Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ email: \_\_\_\_\_

Name of Production Manager: \_\_\_\_\_

This notice is to be faxed to the DGC BC office 604-688-2610 as soon as a production office is opened. Please contact the office at 604-688-2976 with any additional enquiries.

# ACCEPTANCE AGREEMENT

The undersigned Employer has examined the Directors Guild of Canada, B.C. District Council 2009 - 2012 Collective Agreement ("Agreement") and hereby agrees and accepts to become bound as a party to that Agreement in its entirety, which is incorporated by reference as if set forth fully herein. By so agreeing and accepting to be bound as a party to the Agreement, the undersigned Employer shall be considered an "Employer" as that term is defined in Section 1.8 of the Agreement. Furthermore, the undersigned Employer shall be added to the list of Employers in Appendix "C" of the Agreement.

The undersigned Employer further agrees to be bound by any subsequent renewals to the Agreement unless this acceptance is terminated by registered letter from the undersigned Employer to the Directors Guild of Canada, B.C. District Council at least 120 days prior to the current expiration date of the Agreement. Such termination will become effective as of such expiration date.

The Employer hereby certifies that it is/is not a Member (or an affiliate of a Member) in good standing of the following organization(s):

AMPTP

CFTPA

Non-member

## EMPLOYER

## UNION

Firm Name:

**DIRECTORS GUILD OF CANADA**

Address:

555 Blank Street  
Vancouver, BC V5V 5V5

**BC DISTRICT COUNCIL**  
430-1152 Mainland Street  
Vancouver, BC V6B 4X2

Signature:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Nicholas Kendall

\_\_\_\_\_  
Please Print Name and Title

Chairman

Date:

cc: AMPTP  
CFTPA

File reference: "Production Title" Production Type

## SIDELETTER NO. 1

As of April 1, 2009

Paul Altilia  
Business Agent  
Directors Guild of Canada, BC District Council  
430-1152 Mainland Street,  
Vancouver, BC V6B 4X2

Dear Paul:

This is to confirm our agreement that in lieu of providing a Cash Bond pursuant to Article 21.8 and an Assumption Agreement pursuant to Article A-17.5 of Appendix "A" of the 2009-2012 DGC-BCDC Collective Agreement (hereinafter, the Agreement), the following Negotiating Producers or companies affiliated with such Producers may execute the Standard Form Guarantee Letter No. 1. If said Company wishes to assume the obligations related to Distribution only, such Company may execute Standard Form Guarantee Letter No. 2 in lieu of providing an Assumption Agreement pursuant to Article A-17.5 of Appendix "A" of the Agreement. Copies of the aforementioned Letters of Guarantee are attached hereto.

ABC, Inc.  
ABC Cable Networks Group  
Alameda Entertainment B.C., Inc.  
American Broadcasting Companies, Inc.  
Bonanza Productions Inc.  
Brightlight Pictures Inc.  
Buena Vista Television  
CBS Canadian Films and Television Inc.  
CBS Films Inc.  
Crescent Entertainment Ltd.  
Disney Channel  
Eye Productions Inc.  
Focus Features LLC  
Fox Broadcasting Company  
Gabriel Simon Production Services Limited  
Haddock Entertainment  
Home Box Office, Inc.  
Insight Film Studios Ltd.  
International Family Entertainment, Inc.  
Keatley Entertainment  
Legacy Filmworks Ltd.  
MGM Distribution Co.  
MGM Domestic Television Distribution Inc.  
MGM Global Holdings Inc.  
MGM Production Services (B.C.) Ltd.  
MGM Television Entertainment Co.  
Miramax  
NBC Studios, Inc.  
NBC Universal Television Distribution, a division of Universal Television Group LLC  
New City Pictures  
No Equal Entertainment Inc.  
Open 4 Business Productions, LLC  
Paramount Pictures Corporation  
Paramount Pictures Corporation (Canada) Inc.  
Reunion Pictures Inc.  
Riverside Television B.C.  
Screen Gems (Canada) Ltd.  
Screen Gems Productions, Inc.

Shavick Entertainment  
Showtime Networks, Inc.  
SKG Studios Canada Inc.  
Sony Pictures Television, Inc.  
Stage 6 Films, Inc.  
Stage 49 Ltd  
Telepictures  
Touchstone Television Productions, LLC (dba ABC Studios)  
Turner Films, Inc.  
Twentieth Television  
Twentieth Century Fox Film Corporation  
Universal City Studios LLLP  
Universal Home Entertainment Family Productions LLC  
Universal Network Television LLC  
Universal Television Enterprises LLLP  
Universal Television Entertainment Inc.  
Walt Disney Pictures  
Warner Bros. Distributing (Canada), Ltd.  
Warner Bros. Domestic Television Distribution  
Warner Bros. International Television Distribution  
Warner Bros. Pictures  
Warner Bros. Television  
Warner Bros. Television (B.C.), Inc.  
Wilshire Court Productions

Set forth below is the criteria for qualification and disqualification for approved Guarantors:

Qualification for signing the Letter of Guarantee (1 or 2) will be at the Union's sole discretion based on the following criteria:

- (a) The Guarantor must have a financial history, liquidity, net earnings before interest, taxes and amortization, assets and net worth to establish its present and future ability to pay the fees required to be paid under this Agreement.
- (b) Disqualification will result if the Guarantor defaults regarding continuing obligations under this Agreement. The Union will give notice and a reasonable opportunity for the Guarantor to cure the default. If the Guarantor continues to fail to meet the Guarantor's obligations, the Guarantor will be disqualified as a Pre-Approved Guarantor. If a Guarantor wishes to dispute the disqualification, the Guarantor may refer the matter to arbitration (regular or expedited). The disqualification will continue until an arbitrator decides otherwise or the Union revokes the disqualification.

Please confirm the Union's Agreement and acceptance by executing this Side-letter in the space provided and returning the original to me.

### **Negotiating Producers**

By: \_\_\_\_\_  
Carol Lombardini

By: \_\_\_\_\_  
Tracey Wood

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### **Directors Guild of Canada, BC District Council**

By: \_\_\_\_\_  
Nicholas Kendall, Chair

Date: \_\_\_\_\_



**STANDARD FORM GUARANTEE LETTER NO. 1**  
**TO**  
**THE DIRECTORS GUILD OF CANADA, B.C. DISTRICT COUNCIL**  
**(“DGC-BCDC”) REGARDING**  
**PRODUCTION OBLIGATIONS AND DISTRIBUTION RIGHTS**

Re: \_\_\_\_\_  
***[Identify Motion Picture and Production Company]***

Dear Mr. Altilia:

1. The undersigned entity, \_\_\_\_\_, specifies that it is a DGC-BCDC Qualified Distributor/Guarantor, (“Guarantor”). \_\_\_\_\_ is the “Production Company” producing \_\_\_\_\_ *[insert title of Motion Picture]*, the “Motion Picture.”
2. The undersigned Guarantor understands that the Production Company is signatory to the 2009 - 2012 DGC-BCDC Collective Agreement and is required, pursuant to the terms and conditions of that Agreement, to make payments with respect to the Motion Picture which include, but are not limited to, Employees’ minimum scale and over-scale salary or wages, extended day and rest period premiums, Directors’ additional use payments and series sales bonus, and fringe benefits such as vacation pay, health and welfare contributions, retirement contributions, and contract administration and training fees.
3. The undersigned Guarantor guarantees the payment of all the Production Company’s monetary obligations with respect to the production of the Motion Picture that are now due or may become due to any Employee and/or the DGC-BCDC. This guarantee applies to the Motion Picture only and shall be in lieu of the Production Company’s obligations pursuant to Article 21.8 (Security Against Wages) of the DGC-BCDC Collective Agreement and is a continuing guarantee binding upon the Guarantor and its successors and assigns, and insuring to the benefit of, and enforceable by, the DGC-BCDC.
4. The undersigned Guarantor owns the following distribution rights of the Motion Picture: *(If Guarantor does not own all distribution rights, please specify the distribution rights owned by territory, media and term, i.e. North American - Theatrical - 10 Years).*
5. In addition to the monetary obligations with respect to the production of the Motion Picture discussed in Paragraph 3 above the undersigned Guarantor guarantees the payment of any Additional Use Payments (commonly called, “buy-outs”) and Series Sales Bonuses which may become payable with respect to distribution rights enumerated in Paragraph 4 above pursuant to Appendix “A” of the DGC-BCDC Collective Agreement. This guarantee applies to the Motion Picture only and shall be in lieu of the Production Company’s obligations pursuant to Appendix “A” of the DGC-BCDC Collective Agreement with respect to the distribution rights enumerated in Paragraph 4. This guarantee is binding upon the Guarantor and its successors and

assigns, and insuring to the benefit of, and enforceable by, the DGC-BCDC subject only to satisfaction of the requirements of Paragraph 7 below.

6. The right of Guarantor to distribute, exhibit or exploit the Motion Picture in the territory, media and term described in Paragraph 4 above shall be subject to and conditioned upon the prompt payment of Additional Use Payments and Series Sales Bonuses due in accordance with the DGC-BCDC Collective Agreement. It is expressly understood that so long as such payments are made, neither the DGC-BCDC, nor its members, shall interfere with the Guarantor's quiet enjoyment of its right to distribute, exhibit or exploit the Motion Picture in the territory, media and term described in Paragraph 4 above. In consideration of the Guarantor executing this guarantee, the DGC-BCDC shall execute any and all documents necessary to discharge and terminate any and all security interests or encumbrances of any kind in the Motion Picture that they hold or control jointly or severally which was previously granted to them by the Production Company, and shall file such documents with the appropriate government agency within ten (10) days of executing this guarantee.
7. If the Guarantor transfers any interest in the distribution rights enumerated in Paragraph 4 to a third party and desires to be relieved of its obligations attached to those distribution rights, the Guarantor warrants that it shall require that third party, as a condition of such transfer, to satisfy the requirements of Appendix "A" of the DGC-BCDC Collective Agreement with respect to those transferred distribution rights, or execute a letter of guarantee that is acceptable to the DGC-BCDC, the Guarantor and such third party. The DGC-BCDC will not unreasonably withhold acceptance of such letter of guarantee. In either case, the Guarantor shall be relieved only of its obligations attached to those distribution rights which are transferred.
8. The Guarantor agrees, with respect to Additional Use Payments and Series Sales Bonuses only, that for purposes of verifying the propriety of payments made pursuant to Appendix "A" of the DGC-BCDC Collective Agreement, the DGC-BCDC (subject to a confidentiality agreement mutually agreed upon by the Guarantor and the DGC-BCDC) shall have access to and shall be entitled to examine and audit at annual intervals, at the normal place of business and during normal business hours, those books, records, receipts, and any other documents reasonably necessary to calculate payment of Additional Use Payments and Series Sales Bonuses.
9. Nothing herein is intended, nor shall it be construed, to impose any greater monetary obligations on the Guarantor than would apply to a Production Company under the DGC-BCDC Collective Agreement.
10. The Guarantor shall have thirty (30) days from the date notice is served to cure any default. Any demands against Guarantor for a default by the Production Company shall be in writing and must be addressed to the party to receive the notice at the following address or to such other address as a party hereto may hereafter specify pursuant to this paragraph and shall be transmitted by: (a) personal delivery; (b) registered mail, postage prepaid, return receipt requested; or (c) facsimile with a copy by mail. When demand is made by personal delivery, notice will be deemed to have been duly given immediately upon such personal delivery. When demand is made pursuant to (b) or (c) above, it shall be deemed to have been served seven (7) days from the date of mailing.

**To Guarantor:** \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**By:** \_\_\_\_\_

*(please insert name and title)*

Date: \_\_\_\_\_

**To:** Directors Guild of Canada, BC District Council:  
430-1152 Mainland Street  
Vancouver BC V6B 4X2  
Canada

**By:** \_\_\_\_\_

Nicholas Kendall  
Chair

Date: \_\_\_\_\_

**STANDARD FORM GUARANTEE LETTER NO. 2**  
**TO**  
**THE DIRECTORS GUILD OF CANADA, BC DISTRICT COUNCIL**  
**(“DGC-BCDC”)**  
**REGARDING DISTRIBUTION RIGHTS**

**Re:** \_\_\_\_\_  
***[Identify Motion Picture and Production Company]***

Dear Mr. Altilia:

1. The undersigned entity, \_\_\_\_\_, specifies that it is a DGC-BCDC Qualified Distributor/Guarantor, (“Guarantor”).  
\_\_\_\_\_ is the “Production Company” of \_\_\_\_\_ *[insert title of Motion Picture]*, the “Motion Picture.”
2. The undersigned Guarantor understands that the Production Company is signatory to the 2009 - 2012 DGC-BCDC Collective Agreement and is required, pursuant to the terms and conditions of the DGC-BCDC Collective Agreement, to make payments with respect to the Motion Picture which include, but are not limited to, Directors’ Additional Use Payments and Series Sales Bonuses.
3. The undersigned Guarantor owns the following distribution rights of the Motion Picture:  
*(If Guarantor does not own all distribution rights, please specify the distribution rights owned by territory, media and term, E.I. North American - Theatrical - 10 Years)*
4. The undersigned Guarantor guarantees the payment of any Additional Use Payments (commonly called, “buy-outs”) and Series Sales Bonuses which may become payable with respect to distribution rights enumerated in Paragraph 3 above pursuant to Appendix “A” of the DGC-BCDC Collective Agreement. This guarantee applies to the Motion Picture only and shall be in lieu of the Production Company’s obligations pursuant to Appendix “A” of the DGC-BCDC Collective Agreement with respect to the distribution rights enumerated in Paragraph 3. This guarantee is a binding upon the Guarantor and its successors and assigns, and inuring to the benefit of, and enforceable by, DGC-BCDC subject only to satisfaction of the requirements of Paragraph 6 below.
5. The right of Guarantor to distribute, exhibit or exploit the Motion Picture in the territory, media and term described in Paragraph 3 above shall be subject to and conditioned upon the prompt payment of Additional Use Payments and Series Sales Bonuses due in accordance with the DGC-BCDC Collective Agreement. It is expressly understood that so long as such payments are made, neither the DGC-BCDC, nor its members, shall interfere with the Guarantor’s quiet enjoyment of its right to distribute, exhibit or exploit the Motion Picture in the territory, media and term described in Paragraph 3 above. In consideration of the Guarantor executing this guarantee, the DGC-BCDC shall execute any and all documents necessary to discharge and terminate any and all security interests or encumbrances of any kind in the Motion Picture that they hold or control jointly or severally which was previously granted to them by the Production Company, and shall file such documents with the appropriate government agency within ten (10) days of executing this guarantee.

6. If the Guarantor transfers any interest in the distribution rights enumerated in Paragraph 3 to a third party and desires to be relieved of its obligations attached to those distribution rights, the Guarantor warrants that it shall require that third party, as a condition of such transfer, to satisfy the requirements of Appendix "A" of the DGC-BCDC Collective Agreement with respect to those transferred distribution rights, or execute a letter of guarantee that is acceptable to the DGC-BCDC, the Guarantor and such third party. The DGC-BCDC will not unreasonably withhold acceptance of such letter of guarantee. In either case, the Guarantor shall be relieved only of its obligations attached to those distribution rights which are transferred.
  
7. The Guarantor agrees, with respect to Additional Use Payments and Series Sales Bonuses only, that for purposes of verifying the propriety of payments made pursuant to Appendix "A" of the DGC-BCDC Collective Agreement, the DGC-BCDC (subject to a confidentiality agreement mutually agreed upon by the Guarantor and the DGC-BCDC) shall have access to and shall be entitled to examine and audit at annual intervals, at the normal place of business and during normal business hours, those books, records, receipts, and any other documents reasonably necessary to calculate payment of Additional Use Payments and Series Sales Bonuses.
  
8. Nothing herein is intended, nor shall it be construed, to impose any greater monetary obligations on the Guarantor than would apply to a Production Company under the DGC-BCDC Collective Agreement.
  
9. The Guarantor shall have thirty (30) days from the date notice is served to cure any default. Any demands against Guarantor for a default by the Production Company shall be in writing and must be addressed to the party to receive the notice at the following address or to such other address as a party hereto may hereafter specify pursuant to this paragraph and shall be transmitted by: (a) personal delivery; (b) registered mail, postage prepaid, return receipt requested; or (c) facsimile with a copy by mail. When demand is made by personal delivery, notice will be deemed to have been duly given immediately upon such personal delivery. When demand is made pursuant to (b) or (c) above, it shall be deemed to have been served seven (7) days from the date of mailing.

**To Guarantor:** \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**By:** \_\_\_\_\_  
*(please insert name and title)*

Date: \_\_\_\_\_

**To:** Directors Guild of Canada, BC District Council:  
430-1152 Mainland Street  
Vancouver BC V6B 4X2  
Canada

**By:** \_\_\_\_\_  
Nicholas Kendall  
Chair

**Date:** \_\_\_\_\_

**SIDELETTER NO. 2**

As of April 1, 2009

This is to confirm our agreement that Section 22.11(b) of the Directors Guild of Canada, B.C. District Council Collective Agreement of 2009 will not be applicable to the following Employers:

Alameda Entertainment B.C., Inc.  
CBS Canadian Films and Television Inc.  
CBS Films Inc.  
Gabriel Simon Production Services Limited  
GEP Productions, Inc.  
MGM Production Services (B.C.) Ltd.  
Paramount Pictures Corporation (Canada) Inc.  
Riverside Television B.C.  
Screen Gems (Canada) Limited  
SKG Studios Canada Inc.  
Stage 49 Ltd  
Twentieth Century Fox Canada Limited  
Universal Studios Canada, Inc.  
Warner Bros. Television (B.C.), Inc.

Please confirm your agreement and acceptance by executing this sideletter in the space provided and returning the original to me.

**Negotiating Producers**

By: \_\_\_\_\_  
Carol Lombardini

By: \_\_\_\_\_  
Tracey Wood

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Directors Guild of Canada, BC District Council**

By: \_\_\_\_\_  
Nicholas Kendall, Chair

Date: \_\_\_\_\_

**SIDELETTER NO. 3 (Deleted)**

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## **SIDELETTER NO. 4**

Preamble — All of the terms and conditions of the Directors Guild of Canada British Columbia District Council Collective Agreement April 1, 2009 to March 31, 2012 shall apply to productions under this Sideletter except as modified herein.

### **1. Definitions:**

- 1.01 The terms used in this Sideletter shall have the same meaning as in the Collective Agreement unless otherwise defined.
- 1.02 “Canadian Domestic Television Production” is defined as television production (Long-form or Series) without a U.S. distribution agreement at the commencement of principal photography.
- 1.03 “Feature Film” is a Theatrical Motion Picture.
- 1.04 “Long-form Television Motion Picture” means a motion picture such as a Made-for-Television Movie or Mini-Series intended for exhibition on television, including cable television.
- 1.05 “Television Series” are episodic television productions made for Cable or Syndication distribution.
- 1.06 “Home Video” means productions made for non theatrical release on Compact Devices.

### **2. Wages and Fringes:**

#### **2.01 Television Series:**

The scale minimum wages shall lag by one period on the rates in the current wage schedule for Television Productions. The total fringe rate applicable during the first two seasons shall be two percent (2%) less than the applicable rates in Article 19 of the Collective Agreement.

#### **2.02 Long-Form, Pilots and Canadian Domestic Television Production:**

With the exclusion of Trainees and Production Assistants, the scale minimum wages for Long-form Television, Canadian Domestic Television Production and Pilots shall be five percent (5%) less than the applicable Television Production Rates in the Collective Agreement. The total fringe rate set forth in Collective Agreement shall apply with respect to Long-Form productions under this § 2.02. Pilots and Canadian Domestic Television Production during the first two seasons, the total fringe rate shall be two percent (2%) less than the applicable rates in Article 19 of the Collective Agreement.

- 2.03 For the purposes of this Article 2.03 Budget shall mean the total budget for a project excluding a contingency up to 10%, costs of financing and bonds, and shall include offsets for tax credits and production incentives.

**a) Low Budget Feature Films:**

For Feature Films with budget levels described below the terms and conditions of the Collective Agreement will be modified as follows:

- i) Budget of \$12 Million CDN and below: 2% reduction in the fringe rate.
- ii) Budget of \$2 million CDN and below: Wages (including the Director's buy-out) subject to individual negotiation between individual employee and employer. However, under no circumstances may the wages be less than the minimums required pursuant to the British Columbia Employment Standards Act. 10% fringe rate.

Pursuant to Article 27.5, the Union shall continue to give good faith consideration on a case-by-case basis to requests for special conditions for Low Budget Features.

**b) Home Video:**

For Home Video with budget levels described below the terms and conditions of the Collective Agreement will be modified as follows:

- i) Budget of \$12 Million CDN and below: 2% reduction in the fringe rate.
- ii) Budget of \$2 million CDN and below: Wages (including the Director's buy-out) subject to individual negotiation between individual employee and employer. However, under no circumstances may the wages be less than the minimums required pursuant to the British Columbia Employment Standards Act. 10% fringe rate.

Pursuant to Article 27.5, the Union shall continue to give good faith consideration on a case-by-case basis to requests for special conditions for Home Video productions.

**c)** The provisions of Article A-8.8(a) (Director's Cut) of the Collective Agreement shall apply to 2.03 (a) and (b), except that the period of the Director's Cut may be limited to four (4) weeks (if that amount of time is more than one-half (1/2) the actual time period available for cutting), followed by a screening of the Director's Cut pursuant to Article A-8.9 of the Collective Agreement.

**SIDELETTER NO. 5**  
**Productions Made For New Media**

**Re: Productions Made for New Media**

This confirms the understanding of the Directors Guild of Canada, B.C. District Council (hereinafter “the DGC BC” or “the Union”) and the Employers concerning the terms and conditions applicable to the production of entertainment motion pictures of the type that have traditionally been covered under the DGC Agreement which are made for the Internet, mobile devices, or any other new media platform known as of July 5, 2009 (hereinafter collectively referred to as “New Media”).

The parties mutually recognize that the economics of New Media production are presently uncertain and that greater flexibility in terms and conditions of employment is therefore mutually beneficial. If one or more business models develop such that New Media production becomes an economically viable medium, then the parties mutually recognize that future agreements should reflect that fact.

**A. Terms and Conditions of Employment for “Derivative New Media Productions”**

A “Derivative New Media Production” is a production for New Media based on an existing dramatic television motion picture covered by the Directors Guild of Canada, B.C. District Council Collective Agreement (hereinafter “the DGC Agreement”) that was produced for “traditional” media – e.g., a free television, basic cable, or pay television motion picture (the “source production”) – and is otherwise included among the types of motion pictures traditionally covered by the DGC Agreement.

- (1) If a Director is employed on a Derivative New Media Production under this Sideletter, the Employer shall pay the Director a salary for such Derivative New Media Production which shall be subject to negotiation between the individual Employee and the Employer, and which must be reported to the Union in a deal memorandum specifying the salary and terms of employment no later than the start of principal photography. In no event may wages be less than the minimums required pursuant to the British Columbia Employment Standards Act. If the Director of the Derivative New Media Production is also employed on the source production, then the salary payable for the Derivative New Media Production shall be separate from any salary for the source production.
- (2) DGC-represented Employees (other than the Director) employed on the source production may be assigned to the Derivative Production as part of their regular workday on the source Production. The work for the Derivative Production shall be considered part of the workday for such Employees on the source production and shall trigger extended workday payments or overtime if work on the Derivative Production extends the workday past the contractually defined regular workday. In all other situations, the terms and conditions set forth below govern.
- (3) Except as provided in A.(2) above, all terms and conditions of employment, including initial compensation, will be subject to negotiation between the Employer and the individual Employee, except for Director’s credit and use fees as set forth in Paragraph A.(5)(b) and A.(5)(e) below, respectively, and those provisions of the DGC Agreement incorporated herein by reference in

Paragraph A.(4) below and those additional provisions set forth in Paragraph A.(5) below. In no event may wages or overtime be less than the minimums required pursuant to the British Columbia Employment Standards Act. The Union agrees that it will not interfere in any such negotiations between the Employee and the Employer.

- (4) The following provisions of the DGC Agreement are incorporated herein. To the extent the provisions herein are inconsistent with the Sideletter, the provisions of this Sideletter control.
- (a) Article 2.1, "Recognition of Bargaining Unit."
  - (b) Article 4, "Applicable Legislation."
  - (c) Article 5, "Management's Rights."
  - (d) Article 6.2, "Assignment of Wages."
  - (e) Articles 7.5 and 7.6, "Work Permits;" Article 7.7, "Approved by the Union;" Article 7.11, "Alternate Arrangements."
  - (f) Article 8.1, "No Strikes or Lockouts During Term of Agreement."
  - (g) Article 10, "Grievance and Arbitration."
  - (h) Article 13, "Deal Memo," except that the deal memo forms in Schedule "A-1" and "A-2" shall not apply and the deal memo for the Director of the Derivative New Media Production shall be provided to the Union no later than the start of principal photography.
  - (i) Article 14.1, "Lay-Off Defined;" Article 14.2, "Notice of Lay-Off;" Article 14.3, "Discharge;" Article 14.5, "Force Majeure;" and Article 14.6, "Recall for Services."
  - (j) Except as expressly provided in this Sideletter, no other terms and conditions of the DGC Agreement shall be applicable to Employees employed on New Media Productions.
- (5) The following additional provisions shall be applicable to Employees employed on Derivative New Media Productions:

(a) Staffing and Assignment

Although the provisions of Article 12 are not applicable, it is understood that the Employer may not assign any of the duties described therein to persons outside the bargaining unit. The Employer shall not be required to assign work to an Employee hereunder when the Employer would not be required to do so under the DGC Agreement.

(b) Screen Credit

The Employer is required to accord screen credit to the Director if anyone else receives screen credit on the New Media Production. The Director's credit shall be in the form "Directed by" and must be in the same size and style of type as any other such credit. Credits may appear in the corner of the screen. "Click-through" credits may be used.

(c) Subcontracting

The Employer shall have the same rights to subcontract bargaining unit work on Derivative New Media Productions as it enjoys under Article 3.6 for other productions covered by the DGC Agreement.

(d) Fringe Benefits

The Employer shall contribute, in the aggregate, to the Health and Welfare Fund and to the Retirement Fund and for vacation pay, ten percent (10%) of "Gross Salary" or "Gross Wages," as defined in Article 19.2 of the DGC Agreement. The Union shall have the right to allocate such percentage to the Health and Welfare Fund, the Retirement Fund and to vacation pay upon providing notification to the Employer.

(e) Reuse

Initial compensation for a Derivative New Media Production shall constitute payment for use of the Production in perpetuity in all media whether now known or developed in the future, except compact device use rights. If the Employer desires to use or agrees to the use of any Derivative New Media Production on compact devices, the Employer must pre-purchase compact device use rights as follows.

- (i) **World-wide in Perpetuity:** Subject to pre-payment to the Director prior to the date of use of not less than fifty percent (50%) of the initial compensation paid to the Director by the Employer for the Derivative New Media Production, the Employer shall be entitled to compact device use rights world-wide in perpetuity; or
- (ii) The Employer must pre-purchase compact device use rights in Canada and the Rest of the World, before purchasing compact device use rights in the USA.
  - (A) **Canada & Rest of the World (Excluding the USA) in Perpetuity:** Subject to pre-payment to the Director prior to the date of use of not less than thirty percent (30%) of the initial compensation paid to the Director by the Employer for the Derivative New Media Production, the Employer shall be entitled to compact device use rights in Canada and the Rest of the World (excluding the USA) in perpetuity; and
  - (B) **USA in Perpetuity:** Subject to pre-payment to the Director prior to the date of use of not less than thirty

percent (30%) of the initial compensation paid to the Director by the Employer for the Derivative New Media Production, the Employer shall be entitled to compact device use rights in the USA in perpetuity. After the payment for compact device use in the USA has been made, the Employer is deemed to have acquired compact device use rights worldwide in perpetuity.

**B. Terms and Conditions for Original “Made for New Media” Productions**

- (1) All terms and conditions of employment, including initial compensation, will be subject to negotiation between the Employer and the individual Employee, except for Director’s credit and use fees as set forth in Paragraph B.(3)(b) and B.(3)(e) below, respectively, and those provisions of the DGC Agreement incorporated herein by reference in Paragraph B.(2) below and those additional provisions set forth in Paragraph B.(3) below. In no event may wages be less than the minimums required pursuant to the British Columbia Employment Standards Act and in no event may overtime for Employees, other than the Director, be less than the minimums required by the B.C. Employment Standards Act. The Union agrees that it will not interfere in any such negotiations between the Employee and the Employer.
- (2) The following provisions of the DGC Agreement are incorporated herein. To the extent the provisions herein are inconsistent with the Sideletter, the provisions of this Sideletter control.
  - (a) Article 2.1, “Recognition of Bargaining Unit.”
  - (b) Article 4, “Applicable Legislation.”
  - (c) Article 5, “Management’s Rights.”
  - (d) Article 6.2, “Assignment of Wages.”
  - (e) Articles 7.5 and 7.6, “Work Permits;” Article 7.7, “Approved by the Union;” Article 7.11, “Alternate Arrangements.”
  - (f) Article 8.1, “No Strikes or Lockouts During Term of Agreement.”
  - (g) Article 10, “Grievance and Arbitration.”
  - (h) Article 13, “Deal Memo,” except that the deal memo forms in Schedule “A-1” and “A-2” shall not apply and the deal memo for the Director of the Original New Media Production shall be provided to the Union no later than the start of principal photography.
  - (i) Article 14.1, “Lay-Off Defined;” Article 14.2, “Notice of Lay-Off;” Article 14.3, “Discharge;” Article 14.5, “Force Majeure;” and Article 14.6, “Recall for Services.”
  - (j) Except as expressly provided in this Sideletter, no other terms and conditions of the DGC Agreement shall be applicable to Employees employed on New Media Productions.
- (3) The following additional provisions shall be applicable to Employees employed

on Original New Media Productions:

(a) Staffing and Assignment

Although the provisions of Article 12 are not applicable, it is understood that the Employer may not assign any of the duties described therein to persons outside the bargaining unit. The Employer shall not be required to assign work to an Employee hereunder when the Employer would not be required to do so under the DGC Agreement.

(b) Screen Credit

The Employer is required to accord screen credit to the Director if anyone else receives screen credit on the New Media Production. The Director's credit shall be in the form "Directed by" and must be in the same size and style of type as any other such credit. Credits may appear in the corner of the screen. "Click-through" credits may be used.

(c) Subcontracting

The Employer shall have the same rights to subcontract bargaining unit work on Original New Media Productions as it enjoys under Article 3.6 for other productions covered by the DGC Agreement.

(d) Fringe Benefits

The Employer shall contribute, in the aggregate, to the Health and Welfare Fund and to the Retirement Fund and for vacation pay, ten percent (10%) of "Gross Salary" or "Gross Wages," as defined in Article 19.2 of the DGC Agreement. The Union shall have the right to allocate such percentage to the Health and Welfare Fund, the Retirement Fund and to vacation pay upon providing notification to the Employer.

(e) Reuse

Initial compensation for an Original New Media Production shall constitute payment for use of the Production in perpetuity in all media whether now known or developed in the future, except compact device use rights. If the Employer desires to use or agrees to the use of any Original New Media Production on compact devices, the Employer must pre-purchase compact device use rights as follows.

(i) **World-wide in Perpetuity:** Subject to pre-payment to the Director prior to the date of use of not less than fifty percent (50%) of the initial compensation paid to the Director by the Employer for the Original New Media Production, the Employer shall be entitled to compact device use rights world-wide in perpetuity; or

(ii) The Employer must pre-purchase compact device use rights in Canada and the Rest of the World, before purchasing compact device use rights in the USA.

(A) **Canada & Rest of the World (Excluding the USA) in Perpetuity:** Subject to pre-payment to the Director

prior to the date of use of not less than thirty percent (30%) of the initial compensation paid to the Director by the Employer for the Original New Media Production, the Employer shall be entitled to compact device use rights in Canada and the Rest of the World (excluding the USA) in perpetuity; and

- (B) **USA in Perpetuity:** Subject to pre-payment to the Director prior to the date of use of not less than thirty percent (30%) of the initial compensation paid to the Director by the Employer for the Original New Media Production, the Employer shall be entitled to compact device use rights in the USA in perpetuity. After the payment for compact device use in the USA has been made, the Employer is deemed to have acquired compact device use rights worldwide in perpetuity.

**C. Terms and Conditions for “Experimental New Media Productions” (Original Productions Only)**

Coverage shall be at the Employer’s option with respect to “Experimental New Media Productions.” If the Employer elects to cover the Experimental New Media Production, the terms and conditions applicable to such Production shall be those set forth under Paragraph B. above.

An “Experimental New Media Production” is defined as any Original New Media Production (1) for which the actual cost of production does not exceed: (a) the equivalent in Canadian currency of \$15,000 (USD) per minute of program material as exhibited, and (b) the equivalent in Canadian currency of \$300,000 (USD) per single production as exhibited, and (c) the equivalent in Canadian currency of \$500,000 (USD) per series of programs produced for a single order; and (2) does not utilize a member of the DGC in any DGC-covered category.

The actual cost of the Experimental New Media Production shall consist of all direct costs actually incurred in connection with the Production, less any offsets for tax credits and production incentives. The only costs excluded in determining the actual cost of production shall be development costs, overhead charges, financing costs (*i.e.*, loan origination fees, gap fees, legal fees, and interest), contingency of up to ten percent (10%), essential elements insurance costs, the cost of the completion bond, marketing expenses, contingent payments to talent or other parties, and delivery items required by sales agents, distributors or sub-distributors (*i.e.*, delivery materials beyond the answer print, video master if the Production is delivered on videotape, or the digital equivalent if the Production is delivered in a digital format).

**D. Sunset Clause**

The parties recognize that this Sideletter is being negotiated at a time when the business models and patterns of usage of Productions Made for New Media are in the process of exploration, experimentation and innovation. It is agreed that the provisions of this Sideletter expire on the termination date of the 2009 DGC Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of Made for New Media Productions to be in effect thereafter. The parties further acknowledge that conditions in this area are changing rapidly



and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.

**LETTER OF AGREEMENT NO. 1**

June 29, 2009

Nicholas Kendall, Chair  
Directors Guild of Canada, BC District Council  
430-1152 Mainland Street,  
Vancouver, BC V6B 4X2

Dear Nicholas:

This is to confirm our agreement reached during negotiations of the 2009 Collective Agreement wherein the Negotiating Producers and the Directors Guild of Canada, B.C. District Council (the "Union") will establish and participate as members of a Joint Committee to consider changes to Sideletter No. 4 and to the Appendix A Re-use structure which are intended to increase employment under the Collective Agreement.

The Joint Committee shall be comprised of an equal number of Union and Employer representatives, not exceeding a total of sixteen (16) persons. The initial meeting of the Joint Committee shall take place within ninety (90) days of ratification of the Collective Agreement. The Joint Committee shall report its findings and/or recommendations to the bargaining parties no later than April 1, 2010. It is understood that the Joint Committee's findings and/or recommendations shall not be binding on any party. The bargaining parties shall determine whether to implement any of the Joint Committee's recommendations, either in their original or any modified form.

Sincerely,

\_\_\_\_\_  
Carol Lombardini  
On behalf of the Negotiating Producers

\_\_\_\_\_  
Tracey Wood  
On behalf of the Negotiating Producers

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Nicholas Kendall, Chair  
Directors Guild of Canada  
British Columbia District Council

Dated: \_\_\_\_\_

**LETTER OF AGREEMENT NO. 2**

June 29, 2009

Nicholas Kendall, Chair  
Directors Guild of Canada, BC District Council  
430-1152 Mainland Street,  
Vancouver, BC V6B 4X2

Dear Nicholas:

This will confirm that during negotiations of the 2009 Collective Agreement the Negotiating Producers and the Directors Guild of Canada, B.C. District Council have agreed to extend the eastern boundary of the Vancouver Studio Zone, as defined in Article 22.1 (a), to 240<sup>th</sup> Street for the period of the first four (4) months of 2010 (January 1 – April 30).

Sincerely,

\_\_\_\_\_  
Carol Lombardini  
On behalf of the Negotiating Producers

\_\_\_\_\_  
Tracey Wood  
On behalf of the Negotiating Producers

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Nicholas Kendall, Chair  
Directors Guild of Canada  
British Columbia District Council

Dated: \_\_\_\_\_