

**GUILD STANDARD AGREEMENT**

**BETWEEN:**

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

(hereinafter referred to as the “Producer”)

PARTY OF THE FIRST PART

**AND:**

CONSEIL DU QUÉBEC DE  
LA GUILDE CANADIENNE DES RÉALISATEURS

A Local District Council of the  
Directors Guild of Canada

(hereinafter referred to as the “Guild”)

PARTY OF THE SECOND PART

**ARTICLE 1 -- PURPOSE**

- 1.01 The purpose of this Agreement is to stabilize the Motion Picture Industry and establish a common industry agreement, to promote fair and reasonable remuneration, working conditions and job security for Members, to promote harmonious engagement relationships between the Producer and the Members, to provide a mutually agreed method of resolving disputes and grievances arising out of the terms and conditions of this Agreement, to prevent strikes and lock-outs, to enable the skills of both the Producer and the Members to operate to the end that waste and avoidable and unnecessary expense and delays are prevented, and to promote good public relations. It is the further intent of this Agreement to foster a friendly spirit of co-operation between the Producer and the Members and, to this end, this Agreement is signed in good faith by both Parties.

**ARTICLE 2 -- PUBLIC RELATIONS**

- 2.01 The Parties to this Agreement mutually undertake to do all possible to ensure that in relationships with the general public, every effort shall be made toward the end that tactful associations are established and maintained, particularly where temporary inconvenience may be caused due to production in progress. Each Party hereto undertakes to mutually discuss and correct instances which may be prejudicial to good relations with the general public, however, in this regard no Party shall be required to compromise or prejudice the terms and conditions of this Agreement.

### **ARTICLE 3 -- GUILD RECOGNITION**

#### **3.01 Recognition**

- (a) The producer and anyone authorized to act on the Producer's behalf recognizes the Guild as the sole and exclusive bargaining agent for collective bargaining purposes for minimum terms and conditions of engagement for a bargaining unit consisting of all persons who are classified as and/or perform the functions of Directors, Second Unit Directors, Production Managers, Trainee Production Managers, Production Designers, Art Directors, Production Accountants, First Assistant Production Accountants, Second Assistant Production Accountants, Third Assistant Production Accountants and Trainee Assistant Production Accountants in the Province of Quebec. Where the Parties agree in a "Letter of Variance" to include additional classifications in the bargaining unit, then such additional classifications shall form a part of the bargaining unit as if they had originally been written herein. A person performing the functions of any of the aforementioned classifications shall form part of the bargaining unit even if the functions they perform are not called by the aforementioned titles.
- (b) When a dispute arises as to whether a person is a Member of the bargaining unit as defined in this agreement or whether a person performs the functions of any of the classifications set out in Article 3.01 (a), it shall be subject to the grievance and arbitration procedures provided in this Agreement.

### **ARTICLE 4 INTERPRETATION**

- 4.01 The headings of this Agreement are inserted for convenience only and shall not be used as an aid to interpretation. This Agreement shall be interpreted as a whole. Unless otherwise specifically defined herein, terms shall be given common meaning in the motion picture industry. The singular shall be deemed to include the plural, and the plural shall be deemed to include the singular, the masculine shall be deemed to include the feminine, the feminine shall be deemed to include the masculine, the neuter shall be deemed to include the feminine or masculine, and the feminine or the masculine shall be deemed to include the neuter. This Agreement shall be construed and interpreted according to the Laws of the Province of Quebec.

### **ARTICLE 5 DEFINITIONS**

- 5.01 "Agreement" is this Agreement and all the Appendices attached to this Agreement and any signed Letter(s) of Variance.
- 5.02 "Animation" is a motion picture which by manual or electronic means conveys motion by the combination of a number of still images in a particular sequence with or without a sound track.
- 5.03 "Commercial" is a motion picture with an advertising or commercial message which depicts or mentions a sponsor's name, product, or service(s), generally not less than ten (10) seconds nor more than three (3) minutes in length.

- 5.04 "Deal Memo" is the contract between the Producer and each Member. It can also be called a "Deal Memorandum" or "Contract for Services" as those terms are known in the trade.
- 5.05 "Dependent Contractor", for the purposes of this Agreement, is a corporation (or "loanout company" as that phrase is used and understood in the motion picture industry) controlled by a Member who is the only employee of the corporation who performs work covered by this Agreement. The phrase "Dependent Contractor" shall also have the meaning normally given to it in labour law and labour relations matters. For the purposes of the Labour Code of the Province of Quebec all dependent contractors shall be deemed "employees."
- 5.06 "Documentary" is an information, news, and/or public interest motion picture, including but not limited to industrials and educationals, that is not designed to be purely entertainment and which may include drama or variety techniques constituting less than fifty percent (50%) of its content and used toward achieving the information goal.
- 5.07 "Employee" is a person employed by the Producer.
- 5.08 "Episodic Series" is a sequence of motion pictures for television, each complete in itself but held together by the same title and/or identifying device and/or theme common to all the motion pictures in a sequence and/or one or more continuing characters.
- 5.09 "Feature Film" is a motion picture sixty-one (61) minutes or more in length, intended primarily for theatrical release.
- 5.10 "Guild" is Le Conseil du Québec de la Guilde canadienne des Réalisateur, which is a local district council and provincial representative of the Directors Guild of Canada, and nothing in this Agreement shall be construed to interfere with any obligation "the Guild" owes to the Directors Guild of Canada, provided that the foregoing shall in no event be construed or applied so as to contravene any applicable Federal or Provincial law.
- 5.11 "Guild Member" is a member in good standing of the Directors Guild of Canada whose name appears in the records of the Directors Guild of Canada in one or more classifications set out in this Agreement.
- 5.12 "Made for Television Movie" is a movie picture drama of sixty-one (61) minutes or more intended primarily for television release including multi-part drama also known as "Mini-Series."
- 5.13 "Member" is any person performing work within the jurisdiction of the Guild, and shall include persons engaged as employees or dependent contractors. Any person performing work covered by this Agreement, whether a Guild Member or a Guild Permittee, shall be deemed a "Member."
- 5.14 "Motion Picture" and "Motion Picture Industry" means the production of all types of motion pictures on film and tape or transferred from tape to film or film to tape, or otherwise, of any gauge or size or type, whether for public or private showings as theatrical, television, videodiscs/videocassettes, supplemental markets, industrial, religious, educational, commercial, documentary or government motion pictures, and whether produced by means of motion picture cameras, electronic cameras or devices, tape devices or any combination thereof, or other means,

methods or devices now known or yet to be devised, in connection with which any Member renders services.

- 5.15 "Music Videos" means motion pictures generally of ten (10) minutes or less illustrating musical composition(s).
- 5.16 "Producer" or "Engager" means any individual, or corporation, or his/hers or its assigns who accepts overall responsibility for the creative and economic outcome of any motion picture and who is responsible for selling, organizing, staffing, co-ordinating and arranging payment for all aspects thereof.
- 5.17 "Serial" is a series of motion pictures for television in which the same characters carry on a continuing narrative.
- 5.18 "Television Drama" means a motion picture for television intended to be essentially entertainment rather than informational and shall be under sixty-one (61) minutes in length.
- 5.19 "Television Drama Series" means episodes of a motion picture for television produced as a group to be presented in a regular pattern.
- 5.20 "Variety Series" means a series of television motion pictures usually with a continuing host and/or performers which combine a number of entertainment elements.
- 5.21 "Variety Special" means a singular television motion picture which combines a number of entertainment elements.

## **ARTICLE 6 -- PROTECTION OF BARGAINING AUTHORITY**

### 6.01 Application

- (a) This Agreement shall be applicable to all employees and dependent contractors engaged in the classifications and/or the functions listed in the classifications listed in the appendices attached hereto and forming part of this Agreement, engaged by the Producer and whose services are rendered in connection with the creating, making, taking, servicing, and editing of motion or still pictures under the supervision of the Producer's executives managing productions, studios, and locations and who are on the pay-roll of the Producer or on the pay-roll of any corporation, partnership, individual, association or organization engaged in the production of a motion picture in which the Producer has any financial interest. The direction of second units and staged talent tests for a motion picture are within the jurisdiction of the Guild.
- (b) This Agreement shall also apply to a Member engaged by the Producer in the Province of Quebec to perform work outside the limits of the Province of Quebec.

6.02 Bargaining Authority

- (a) This Agreement is binding on the Parties and every member in the bargaining unit for which the Guild has been certified or where no certification exists as voluntarily recognized by this Agreement.
- (b) The Producer agrees that the bargaining authority of the Guild shall not be impaired during the term of this Agreement. The Producer agrees that the only certification it will recognize for the bargaining unit during the term of this Agreement is that of the Guild unless ordered by due process of law to recognize some other bargaining authority.
- (c) The Producer agrees that, at the initiative of the Guild, it shall cooperate in and support the institution of certification in accordance with the Labour Code. It is agreed that such certification shall be instituted along traditional craft/function lines and shall not be used to resolve jurisdiction or to affect the present status quo between the labour organizations.

6.03 Guild Jurisdiction

- (a) The Producer understands that the Guild's jurisdiction, both craft/function and territorial as defined in this Agreement, is not a subject for negotiations but rather is determined solely within The Directors Guild of Canada and, therefore, agrees to recognize and be bound by such determinations.
- (b) The Guild shall have the sole and exclusive right to deal with jurisdictional issues arising between the Guild and any other labour organization.

6.04 Conflicting Agreements

The Producer shall not sign any agreement which purports to appoint any other party or labour organization as the sole and/or exclusive bargaining agent for any or all Members covered by this Agreement. Should a breach of this clause be held to have occurred, damages of \$1,000 per day will be assessed against the Producer for each day of the violation. The damages shall be payable to the Guild.

6.05 Work Outside of the Province of Quebec

Should work on the motion picture covered by this Agreement be performed within the territorial limits of Canada, but outside the boundaries of the Province of Quebec, the Producer agrees to negotiate in good faith toward the conclusion of a collective agreement covering Members within the jurisdiction of the Directors' Guild of Canada and/or local District Councils of the Directors' Guild of Canada. Should a Member covered by this Agreement be assigned to perform work outside the boundaries of the Province of Quebec, the Member shall receive distant location benefits in accordance with this Agreement and the provisions of the Member's Deal Memo shall apply and so shall this Agreement to the extent legally possible.

6.06 Work Outside Canada

- (a) Where the Producer assigns a Member to perform work outside the territorial limits of Canada, the Producer shall give the Guild and the Member five (5) working days' notice in advance of the assignment indicating the means of travel, destination, and place of accommodations.
- (b) The Member shall receive distant location benefits in accordance with this Agreement and the provisions of this Agreement shall apply to such Member to the extent legally possible. However, such Member and the Producer may take a "flat rate deal" Deal Memo, in the place and stead of the provisions of this Agreement, provided such Deal Memo is approved by the Guild. The Member's Deal Memo shall stipulate the duration of the assignment, rate of remuneration, requirements and working conditions, expenses and/or accommodation applicable and any other pertinent information. Such Deal Memo shall comply with this Agreement.
- (c) The Producer shall, before the Member's departure and at the Producer's expense, obtain for the Member all necessary documentation, work visas, immigration authorizations, and other material required for or by the Governmental Authorities of the foreign country where the work will be performed. The Producer shall provide the Member with proof of such documentation, work visas, immigration authorizations, and other material at least three (3) working days before the Member's departure.
- (d) The Producer shall not cause or require the Member to violate the laws, rules, regulations, and orders of any Governmental Authority of the foreign country. The Producer shall not cause or require any Member to remain in the foreign country beyond the expiration of the Member's work visa or immigration authorization.
- (e) The Producer shall obtain and maintain at its own expense adequate accident and health insurance for each Member to provide for medical, health, pharmaceutical, and hospital care. The Producer shall provide the Member with proof of such insurance coverage at least three (3) working days before the Member's departure. Where the Member will require special medical treatment or inoculations, the Producer shall pay for these treatments or inoculations.
- (f) Where the Member's Deal Memo terminates, or where the Member is terminated, while s/he is in a foreign country, then the Producer shall pay without reimbursement for the cost of the air fare for the Member to return to his/her residence in Canada. The Guild may require a Producer to obtain open-ended airline tickets for any Member's travel to a foreign country and return to their place of residence in Canada.
- (g) Where the local currency in the foreign country is worth more than Canadian currency, the Producer shall pay each Member an additional per diem to compensate the Member for the difference in exchange rates. Where Canadian currency is worth more, the per diems provided in this Agreement shall be reduced.
- (h) A Member shall not be disciplined or discharged by the Producer for refusing to work outside Canada should documentation, work visas, immigration authorizations, other material, and insurance not be supplied by the Producer.

6.07 Successors

This Agreement shall be binding on the parties hereto, their successors, administrators, legal representatives, executors, assignees, and transferees. Should the entire operation or any part thereof be merged, consolidated, reorganized, sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, or another corporation is set up to perform any of the functions previously performed by the Producer covered herein, that portion of the operation which is covered by this Agreement shall continue to be subject to the terms and conditions of this Agreement. Where a Producer assigns, transfers, cedes, sells, or otherwise causes a third party to become the Producer of the motion picture, the Producer shall be jointly and severally liable with the said third party for all duties, obligations, and payments owing to any Member or the Guild under this Agreement or the Member's Deal Memo, unless the Guild agrees in writing, that such third party assumes all said Producer's obligations hereunder.

6.08 Notice of Sale

If at any time the Producer intends to sell, assign, transfer or lease the entire operation or any part thereof, it shall give notice of the existence of this Agreement to any prospective purchaser, assignee, transferee, or lessee, of that part of the operation which is covered by this Agreement. Such notice shall be given to the prospective purchaser, assignee, transferee, or lessee, in writing with a copy to the Guild, not later than seven (7) calendar days before the effective date of sale, assigning, transfer, or lease.

6.09 Name Change

The Producer agrees that should a change of name be made by the Producer's corporation, the Producer shall notify the Guild in writing, specifying the new corporation name. The Producer agrees that should there be a change in the motion picture's name or title, the Producer shall notify the Guild in writing, specifying the new production name or title. At the request of the Guild, the Producer shall join in filing an application to the Labour Relations Board asking that the certification held by the Guild be amended to reflect the new name of the Producer's corporation and/or the new name or title of the motion picture.

6.10 The Producer shall not directly or indirectly circumvent or frustrate this Agreement or any Member's Deal Memo.

6.11 Notwithstanding any release, quittance, receipt, settlement, accord and satisfaction, etc., same will not operate without the consent of the Guild.

6.12 The Producer shall maintain the legal status of the production corporation and shall not permit same to be liquidated, wound up or dissolved until all of the Producer's obligations under this Agreement and/or any Member's Deal Memo have been fully and finally performed and satisfied.

## **ARTICLE 7 -- IMPACT OF LEGISLATION**

### **7.01 Professional Syndicates Act and Labour Code**

The Parties agree that the Professional Syndicates Act and Labour Code of the Province of Quebec and the supporting regulations, and any changes made in those provisions and regulations from time to time, shall apply to this Agreement and are incorporated by reference into this Agreement. The purpose of this incorporation is to allow for the enforcement of the applicable legislated rights and obligations through the grievance and arbitration provisions of this Agreement.

### **7.02 Workmen's Compensation Act**

The Parties agree that the Workmen's Compensation Act of the Province of Quebec and the supporting regulations, and any changes made in those provisions and regulations from time to time, shall apply to this Agreement. The Producer shall notify the Workers' Compensation Board of the impending motion picture and comply with the requirements of the Occupational Health and Safety Act. Before the first day of pre-production, the Producer shall provide proof to the Guild that the Producer has provided the Members with coverage under the Workmen's Compensation Act of the Province of Quebec.

### **7.03 Labour Standards Act**

The Parties agree that the minimum labour standards of the Labour Standards Act of the Province of Quebec and the supporting regulations, and any changes made in those provisions and regulations from time to time, shall apply to this Agreement and are incorporated by reference into this Agreement. The purpose of this incorporation is to allow for the enforcement of the applicable legislated rights and obligations through the grievance and arbitration provisions of this Agreement.

### **7.04 Legislated Benefits**

The Producer shall pay all employer contributions as the term "employer" is defined under the Workmen's Compensation Act (P.Q.), Canada Pension Plan Act (Canada), Quebec Pension Plan (P.Q.), Unemployment Insurance Act (Canada), and any similar plan or legislation applicable from time to time.

### **7.05 Savings Clause**

- (a) If any word, phrase, sentence, section, or article of this Agreement should be held invalid or altered by present or future legislation, or the decision of any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any word, phrase, sentence, section, or article should be restrained by such court or tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such word, phrase, sentence, section, or article to persons or circumstances other than those as to which it has been held invalid or altered, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- (b) Should any word, phrase, sentence, section, or article be held invalid or altered, or enforcement of, or compliance with which has been restrained, as above set forth, the Parties shall enter into immediate collective bargaining negotiations, upon request of the Guild for the purpose of arriving at a mutually satisfactory replacement for such word, phrase, sentence, section, or article during the period of invalidity, alteration or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the grievance and arbitration procedure provided in this Agreement.

## **ARTICLE 8 -- BARGAINING UNIT WORK**

- 8.01 The purposes of this Article are to protect and preserve the work opportunities available to Members covered by this Agreement.
- 8.02 All persons outside the bargaining unit shall not perform bargaining unit work. The Producer shall not use any leasing devices or third parties to evade this Agreement. Nor shall the Producer use any contractors of any description to contract, subcontract, or in any other way perform work done by Members covered by this Agreement. The contracting out of bargaining unit work shall require the written consent of the Guild.
- 8.03 The Producer agrees not to assign work to Members which falls outside the Job Classifications and Descriptions provided in Appendix "A" of this Agreement. The Producer further agrees not to assign work to a Member which would have the effect of excluding that Member from the protection of Guild representation under this Agreement. No Member shall be transferred to another bargaining unit without the Member's consent.

### 8.04 Dependent Contractors

The Producer may utilize the services of a Dependent Contractor for work covered by this Agreement under the following conditions:

- (a) All the rights and terms of this Agreement shall be fully applicable to the services of the Dependent Contractor's employee.
- (b) With respect to compensation and conditions under this Agreement, the Producer shall provide at least the minimum compensation and conditions under this Agreement to the Dependent Contractor, but shall not be responsible for payment by the Dependent Contractor to its employee.
- (c) Any claims or disputes between the Dependent Contractor and the Producer regarding compensation or terms and conditions of engagement that would be covered by the grievance and arbitration provisions of this Agreement if the Member had been hired directly by the Producer shall be subject to such grievance and arbitration provisions with the right of the Guild to file grievances on behalf of the Member.

## **ARTICLE 9 -- MANAGEMENT'S RIGHTS AND RULES**

### 9.01 Management Rights

The Producer has the exclusive right to operate and manage and control the motion picture, to maintain order and efficiency, to engage, and discipline or discharge Members for just and reasonable cause.

### 9.02 Management's Duty of Fairness

The rights reserved to management herein are subject to the other provisions of this Agreement and shall be exercised correctly, fairly, reasonably, in good faith, without discrimination, and in a manner consistent with this Agreement.

### 9.03 Rules

The Producer has the right to make rules that are fair and reasonable provided that they do not conflict with this Agreement, the engagement practices of the Guild, or any laws of a country or political subdivision thereof in which work is performed under this Agreement. A copy of such rules shall be sent to the Guild.

## **ARTICLE 10 -- GUILD SECURITY**

### 10.01 Guild Shop

The Producer shall only engage Guild Members in good standing and all Guild Members shall from the first day of engagement maintain Guild Membership in good standing as a condition of continued engagement. The Guild shall have the exclusive right to determine who is a Member in good standing.

### 10.02 Engagement Rules

- (a) The Producer agrees to engage Members in accordance with this Article. Should a breach of this Article be held to have occurred, damages of double (2 times) the daily, or pro-rated weekly, rate per day shall be assessed against the Producer for each day of the violation. The damages shall be payable to the Guild.
- (b) When additional Members are required, the Producer shall give the Guild the first opportunity to supply competent Guild Members for engagement.
- (c) The Producer shall give the Guild reasonable notice of its daily crew call requirements, a minimum of eighteen (18) hours, before the call.

### 10.03 Work Permits

- (a) Should the Guild at any time be unable to furnish competent Guild Members when requested by the Producer, the Producer may consider a non-Guild member for engagement provided that such

engagement at no time causes the displacement of a Guild Member. Such person shall apply to the Guild on the form attached to this Agreement for a work permit before being engaged by the Producer.

- (b) The Producer shall give the Guild a minimum of twenty (20) working days notice of the Producer's intention to apply for a work permit on behalf of a person who is not a Canadian citizen or permanent resident. Such immigration permit requests shall include:
  - (i) A list of the person's credits, qualifications, and/or résumé.
  - (ii) Classification applied for, reasons for the person's necessity, and anticipated length of stay in Canada.
  - (iii) Proof of the person's membership in a labour organization.
- (c) If the Producer can demonstrate that the presence of such person is necessary, the Guild, in its absolute discretion, may issue a work permit to a non-Guild member ("Permittee"). The Producer shall not engage such person to work on the motion picture until the Guild processes the work permit, it being understood that work permits which are approved shall be issued promptly so as not to cause any delay in the filling of the Producer's personnel requirements. Permission may be granted to work for a period not exceeding the duration of the motion picture and only after the following conditions have been met:
  - (i) The rates, conditions, and/or terms of this Agreement regarding Guild members have been fully met.
  - (ii) The person has been properly cleared by Canada Manpower and Immigration in co-operation with the Guild.
- (d) Permittees are subject to and must observe all the rules, regulations, constitution and by-laws of the Guild.
- e) The Producer agrees to acquaint Permittees with the fact that this Agreement is in effect, and the wording "ALL THE PROVISIONS OF THIS DEAL MEMO ARE SUBJECT TO AND MUST PROVIDE NO LESS THAN THE TERMS AND CONDITIONS OF THE SIGNED GUILD COLLECTIVE AGREEMENT" shall be included in capital letters in no less than ten (10) pitch type in the Permittee's Deal Memo. The Producer shall introduce Permittees to their Guild Representative so that they can be advised of the terms and conditions of this Agreement.

#### 10.04 Permit Fees

The Producer shall require all Permittees at the time of engagement to sign a Work Permit Form attached to this Agreement. The Producer agrees to pay a permit fee of One Hundred Fifty Dollars (\$150) per week of engagement of Canadian citizens and permanent residents, and Two Hundred Fifty Dollars (\$250) per week of engagement of non-Canadian persons.

- 10.05 The Producer shall not allow a non-Guild member to start work if that person does not have an authorized Guild work permit. It shall not be cause for discipline or discharge for any member to

refuse to work with Members in default or persons not engaged in accordance with this Agreement.

10.06 Administrative Dues

The Producer shall require all Guild Members, and Permittees who are Canadian citizens or permanent residents, at the time of their initial engagement to sign an authorization form attached to this Agreement to deduct from their remuneration, back dues, administrative dues and/or other assessorial charges as levied under the constitution and by-laws of the Guild. These amounts shall be accepted by the Guild as the administrative dues of those individuals who are or shall become members of the Guild. These amounts shall be accepted by the Guild as the administrative dues of those individuals who are or shall become members of the Guild, and the amounts deducted from Permittees shall be treated as an administrative fee towards the expenses of maintaining the Guild.

10.07 Members' Check-off

The Producer shall check off back dues, administrative dues, permit fees, and other amounts chargeable by the Guild from the remuneration paid to all Members. The Producer shall complete the weekly remittance summary provided by the Guild and shall indicate the name of Guild Members, and Permittees who are Canadian citizens or permanent residents, and the amounts and descriptions of the above deductions. The monies as deducted shall be submitted by the Producer to the Guild weekly. At the same time that Income Tax Receipts (T-4 slips) are made available to Members engaged as employees, the Producer shall type on the amount of administrative dues paid by each Member in that year. Members engaged as dependent contractors and persons who have their own corporation shall be given a statement of administrative dues and other charges paid in that year.

10.08 Producer's Check-off

The Producer shall contribute to the Guild with respect to each Guild Member, and each Permittee who is a Canadian citizen or permanent resident, an amount equal to three percent (3%) of gross remuneration. The Producer shall contribute to the Guild with respect to each non-Canadian Permittee an amount equal to three percent (3%) of scale remuneration. Such fees shall be remitted to the Guild on a weekly basis with a complete remittance breakdown.

10.09 Discharge of Members in Default

Any Guild Member who fails to comply with the rules, regulations, constitution and by-laws of the Guild or to maintain membership in the Guild or the check-off of administrative dues, and any Permittee who fails to comply with the rules, regulations and constitution and by-laws of the Guild or to maintain the check-off administration dues, shall be terminated by the Producer. This provision shall be included in each Member's Deal Memo. Where the Producer has knowledge of failure to maintain check-off of administrative dues, the Producer shall so advise the Guild. Before the termination of any Member's engagement for non-payment of dues and/or fees becomes effective, the Guild shall give the Producer written notice of the dues and/or fees payable. If such amount is paid within five (5) business days after such notice to the Producer, the Member's termination shall not be required by reason of nonpayment of such dues and/or

fees. In the event a Member is terminated under this provision, the following provisions shall not apply:

- (a) Article 14 - Grievance Procedure
- (b) Article 17 - Discipline and Discharge
- (c) Article 20 - Termination.

#### 10.10 Production Information

- (a) The Producer shall, within a minimum of ten (10) working days before the start of principal photography, provide the Guild with the following information in writing:
  - (i) The names of the Producer, Executive Producer, Associate Producer, Line Producer, and the Production Company.
  - (ii) Title of the motion picture.
  - (iii) Production dates.
  - (iv) Address of the head, registered, and production offices.
  - (v) Tentative studio and shooting locations.
  - (vi) Names and qualifications of any individuals for whom work permits are required.
- (b) The Producer shall provide the Guild with all necessary information relating to the following matters for all Members in the bargaining unit on a current basis:
  - (i) A list of Members showing their names and classifications.
  - (ii) Engagements, terminations, discharges, resignations, retirements, and deaths.

#### 10.11 Producer's Liability

Any failure by the Producer to comply with the provisions of this Article shall cause the Producer to be solely responsible and liable for all back dues, administrative dues, and assessments deemed payable.

### **ARTICLE 11 -- PROTECTION OF RIGHTS AND GUILD ACTIVITY**

#### 11.01 Hold Harmless

The Producer shall take up the defence and hold harmless the Directors Guild of Canada and each of its District Councils, Members, Officers, National Executive Board Members, District Council Executive Board Members, agents, representatives, and employees from any claim, demand, action, proceeding or lawsuit, whether in law or in equity, as may arise from time to time and resulting from any damage or injury to property or to a person or death, whether special damage or general damage and without restricting the generality of the foregoing, including libel, slander or torts arising from invasion of privacy, suffered by any person including the employees, agents, and representatives of the Producer, the cast or crew or any third party, the whole in connection with the production of a motion picture by the producer. Similarly, the Producer shall compensate, indemnify, and pay to or on behalf of the Directors Guild of Canada and each of its District Councils, Members, Officers, National Executive Board Members, District Council

Executive Board Members, agents, representatives, and employees any amount whether capital, interest, or Court costs and where Court costs, whether on a party-to-party basis or solicitor-client basis, which the Directors' Guild of Canada and any of its District Councils, Members, Officers, National Executive Board Members, District Council Executive Board Members, agents, representatives, and employees are or may be required to pay any said employee, agent, or representative of the Producer, any member of the cast or crew or any third party arising out of any said claims, demands, actions, or satisfactions, orders, decisions, or judgments thereon. The Producer shall also pay for the cost of the Directors Guild of Canada and each of its District Councils, Members, Officers, National Executive Board Members, District Council Executive Board Members, agents, representatives, and employees' legal counsel.

11.02 No tolerance, forbearance, or delay granted by the Guild, or any Member regarding his/her Deal Memo, for the performance of any duty or obligation by the Producer shall constitute a waiver or forfeiture of the right for the Guild, or a Member regarding his/her Deal Memo, to demand the strict performance of said duty or obligation. Any tolerance, forbearance, or delay granted for the performance of said duty or obligation shall not constitute the remedy of any breach or default by the Producer to comply and conform with and to said duty or obligation.

11.03 The Producer shall not request any Guild Member to act in any matter on the Producer's behalf which involves the negotiation, conclusion and execution or the violation or breach of this Agreement or any Member's Deal Memo and any grievance or arbitration pursuant thereto.

11.04 The Producer agrees that the rights which the Guild and the Members have under this Agreement are unique and cannot be necessarily compensated for by damages. Consequently, separate and without prejudice to the rights of the Guild or the Members to claim damages, the Producer agrees that in addition to their right to claim damages for any said breach or default, the Guild and the Members have a right to injunctions or similar relief.

11.05 Existing Working Conditions

Existing customs and practices, rights and privileges, benefits and working conditions shall be continued to the extent that they are more beneficial than and not inconsistent with the terms of this Agreement unless modified by mutual written agreement of the Producer and the Guild. The Parties agree that such working conditions are beneficial to the Members and that grievances based on past practice are arbitrable.

11.06 Guild Access

Representatives of the Guild shall at all reasonable times have access to the set, location, etc., where Members may be engaged and shall have reasonable access to the Producer. Where the Producer does not own the facility, the Producer shall obtain permission for Guild access. Representatives of the Guild are entitled to convene Guild meetings on the Producer's premises during non-working time.

11.07 Shop Stewards and Business Representative

The Guild may appoint Shop Stewards from among the Guild Members in the bargaining unit and shall notify the Producer in writing of any appointments and deletions of those Guild

Members so appointed. The Shop Stewards and Business Representative shall ensure that the provisions of this Agreement are adhered to and shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Producer shall recognize the Shop Steward and hereby recognizes that the power to appoint and removal thereof is solely vested with the Guild. The Shop Stewards and the Business Representative shall not be discriminated against.

11.08 Cessation of Work

- (a) It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if any Member refuses to enter any property involved in a labour dispute, or refuses to go through, or work behind any picket line, including a picket line at the Producer's place of business.
- (b) The Producer represents that there does not exist against the Producer, in favour of any Member, any claim of any kind arising out of services rendered for the Producer. It is agreed that no Member shall be required to perform any provisions of this Agreement or his/her Deal Memo, or to render any services for the Producer, as long as any claim is unsatisfied or unpaid, in whole or in part. Any Member whose services are prevented, suspended, or stopped by reason of any strike, "Unfair" or "Hot" declaration or requirement of the Guild, or similar character, or otherwise, for other producers or other persons without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this Agreement or his/her Deal Memo to the contrary notwithstanding.
- (c) The Guild reserves the right to render assistance to other labour organisations, and it shall not be cause for discharge or disciplinary action for any Member to refuse to work with persons who are not members of, or were not hired in accordance with the collective agreements of, a labour organization recognized by the Guild, or to refuse to execute any work coming from or destined for any other Producer or employer which has been declared by the Guild to be "Unfair," or to refuse to handle work which has been declared by the Guild to be "Hot".
- (d) It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if any Member refuses to perform any service which the Producer undertakes to perform as an ally of a Producer or employer whose employees are on strike, or are locked-out, but for such strike or lockout would be performed by the employees of a Producer or employer on strike or lockout.
- (e) Where remuneration and payments to the Members or remittances to the Guild are not made within the prescribed time, the Producer consents to the Guild withdrawing the Members from the motion picture and it shall not be a violation of this Agreement for the Members to cease work, or take any other economic action the Guild deems necessary, until payment of remuneration or other arrangements are made between the Producer and the Guild. All legal and other costs incurred in collecting overdue monies shall be paid by the Producer.
- (f) The Members shall have the right to stop working for the Producer during such time as the Producer is insolvent, bankrupt, or in receivership. Any of the chattels of the

Producer, its goods, or bank accounts become subject to attachment, execution, seizure, or any like process. In these events any term granted for the payment of a Member's remuneration shall be forfeited and accelerated and the entire amount shall become due and payable.

- (g) On twenty-four (24) hours written notice from the Guild, the Producer consents to the Guild withdrawing the services of all Members at any time the Bond may be, in the Guild's opinion, insufficient to guarantee remuneration and/or other monies due and payable under this Agreement.
- (h) No discipline or reprisals shall be imposed on Members who have taken part in a legal or illegal strike. The Guild shall not be held liable for any unauthorized action on the part of Members.

#### 11.09 No Pollution

No Member shall be disciplined for refusing to perform any work which results in the pollution of the environment.

### **ARTICLE 12 -- EQUALITY, PRIVACY, AND PERSONAL RIGHTS**

#### 12.01 Discrimination

The Producer and the Guild agree:

- (a) There shall be no violation of the Canadian Constitution's Charter of Rights or any Federal or Provincial Human Rights Legislation.
- (b) There shall be no discrimination, interference, restriction, or coercion against any Member based on race, creed, colour, age, sex, marital or parental status, family relationship, number of dependents, nationality, ancestry, or place of origin, place of residence, political or religious affiliation, beliefs or activity, sexual preference or orientation, non-conforming personal or social behaviour, physical or mental disability where the disability does not render the Member incapable of fulfilling his/her duties and obligations under this Agreement, nor membership or activity in a labour organization. Non-conforming personal or social behaviour shall not include failure to conform to the terms of this Agreement or not carry out the duties and obligations stipulated in this Agreement.
- (c) There shall be equal pay for work of equal value, regardless of sex or any of the above factors.

#### 12.02 Anti-Guild Discrimination Prohibited

There shall be no discrimination against or intimidation of any Member for reasons of Guild membership or for Guild activity outside working hours or for the exercise of rights provided in this Agreement or in the Labour Code.

12.03 Lie Detector Tests

The Producer agrees that polygraph or similar lie detector tests shall not be used.

12.04 Personal Duties Not Required

The Producer agrees that all Members should be treated with dignity and respect. Members shall not be required to do work of a personal nature which is not connected with the production of the motion picture.

**ARTICLE 13 -- STRIKES AND LOCKOUTS**

13.01 No Strike

The Guild agrees that it shall not cause, promote, sanction, or authorize any strike, sit-down, slow down, sympathetic strike, or other interference with work by Members for any cause whatsoever until all provisions of this Agreement relating to the grievance and arbitration procedures have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Producer. Where the Producer refuses to abide by the grievance and/or arbitration procedures provided in this Agreement by either declaring such intent or by failure to do so, the Producer agrees that the Guild may declare the Producer an "Unfair Producer" and instruct the Members not to work for the Producer. This provision does not affect the rights granted under Article 11.08.

13.02 No Lockout

The Producer agrees that it shall not create or institute any lockout of the Members with respect to any dispute between the Producer and the Guild or the Producer and the Members until all provisions of this Agreement relating to the grievance and arbitration procedures have been complied with, unless failure to comply with such procedure is due to any act or misconduct of the Guild or the Members.

**ARTICLE 14 -- GRIEVANCE PROCEDURE**

14.01 Grievance Without Prejudice

The Producer agrees that Members exercising their rights under the provisions of this Agreement or their Deal Memos do so without prejudice to their relationship with the Producer or the Producer's associates.

14.02 Right to Grieve

Any complaint, disagreement or difference of opinion between the Producer, the Guild or the Members, which concerns the interpretation, application, administration, or alleged violation or breach of the terms and provisions of this Agreement shall be considered a grievance. A

violation of this Agreement may be the subject of a policy or individual grievance, and compensation awarded in either case. Without limiting the generality of the foregoing, a grievance shall include any dispute or difference arising out of the alleged arbitrary discriminatory, bad faith, or unreasonable treatment of employees in respect to matters that are not regulated expressly by the provisions of this Agreement. However, all tortuous matters shall be subject to the ordinary courts.

#### 14.03 Outline of Steps

The Steps of the Grievance Procedure shall be as follows:

##### STEP I

The Member with or without a Guild Representative shall take his/her grievance up with the Producer's representative who shall not be a Guild Member or Permittee. Where the Producer does not designate a representative, the Producer's representative shall be deemed to be the person bearing the title "Producer".

##### STEP II

Should a solution not be reached at Step I then the grievance shall be reduced to writing and a Guild Representative shall submit the grievance to the Producer's representative. The Producer's representative shall render his/her decision within five (5) working days after receipt of the written grievance. A Guild Representative may invoke the Grievance Procedure at Step II as the grieving party for the Guild or for any Guild Member or Permittee concerned. The Guild Representative may invoke Step II regardless of whether Step I has been attempted by the Guild, the Guild Member, or the Permittee. The Producer's representative may also invoke the Grievance Procedure at Step II as the grieving party. Should the Producer's representative fail to submit a position within five (5) working days after the receipt of the grievance as provided in this Step II, then the Producer's omission to supply such position shall constitute the granting of the grievance in favour of the Guild, the Guild Member, or the Permittee, and such decision shall be final and binding. The time limits shall not include Sundays and General Holidays whether working days or not.

##### STEP III

Should a solution not be reached by Step II, that is to say, the Producer does not acquiesce or concur with the Guild's position in the grievance, the grievance may be immediately submitted to Arbitration. Where a grievance is to be referred to Arbitration, the party referring the grievance shall give notice to the other Party indicating that it intends to refer the matter to Arbitration. By mutual agreement of the Parties the grievance may be referred to Expedited Arbitration. Failing such agreement the grievance shall be referred to an Arbitration Board.

#### 14.04 Member Absent From Work

The Producer shall permit and authorize a Member to be absent from work during the times the Member's presence is required at any Arbitration Hearing or during the reasonable times the Member's presence is required by the Guild to discuss the grievance with the Member and

prepare same for Arbitration. Time spent at Arbitration Hearings and discussing grievances shall be considered time worked and no Member shall suffer a loss of remuneration.

14.05 Producer Not to Discuss Grievance

The Producer agrees that after a grievance has been made under Step II or Step III, then the Producer, its agents, representatives, and other employees shall not discuss or negotiate with the aggrieved Member(s) without the consent of the Guild and if consent is granted then only in the presence of a Guild Representative.

14.06 Abidance with Grievance and Arbitration Procedure

The Parties consent and agree that they shall abide by and faithfully observe fully and completely any decision or order rendered by or resulting from the Grievance and Arbitration procedures set out in this Agreement. The Parties shall completely, promptly, and properly fulfil the terms, conditions, and provisions of such decisions and orders promptly and diligently and in good faith. Where an Arbitration Decision or Order awards a sum of money, then the Party required to pay that sum of money shall pay same within thirty (30) days of the date of the Decision or Order. Where by this Agreement the Parties or a Member is entitled to seek an Order, Injunction, or similar relief, then they shall be entitled to seek the Order, Injunction, or similar relief before the ordinary Courts without first having recourse to the Grievance and Arbitration Procedures set out in this Agreement.

14.07 Rights and Duties of Arbitrators

The Grievance Investigator and the Arbitration Board shall have the powers of an Arbitrator and an Arbitration Board under the Labour Code and shall have all necessary powers to determine the real issue in dispute according to the merits, and without limiting the generality of the foregoing, shall have the power to:

- (a) Give such directions and relief as they deem just and equitable before, during, and after the Hearing, and issue a decision which is final and binding and consistent with the provisions of this Agreement.
- (b) Apply the principles of rectification and estoppel.
- (c) Note a Party in default who fails to appear at any Hearing where the Grievance Investigator or Arbitration Board is satisfied that the defaulting Party received notice of the date, time, and place of the Hearing and proceed with the Hearing accordingly.
- (d) Imply such terms into this Agreement as are fair and reasonable in the circumstances and make directions to maintain or restore the status quo which existed prior to the grievance, pending the Hearing, or award.
- (e) Shall have access to the Producer's premises to view working conditions and operations which may be relevant to the resolution of a grievance.

- (f) Have the power to amend a grievance, modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
- (g) Have the power to determine their own jurisdiction and procedure and whether a grievance is arbitrable, but shall give full opportunity to all Parties to present evidence and make representations deemed relevant to the matters in dispute.
- (h) Have the power to order particulars and production of documents before or at the hearing and receive and accept evidence and information on oath, affidavit, or otherwise as in their discretion they consider proper, whether or not the evidence is admissible in a court of law.
- (i) Have the power to interpret and apply any Act intended to regulate the employment relationship or engagement of persons bound by a collective agreement, notwithstanding that its provisions conflict with the terms of this Agreement.

It is the intent of this Agreement that irregularities of form and procedure shall not serve to defeat the Grievance and Arbitration Procedure and a Decision or Order rendered under this Procedure.

#### 14.08 Several Grievances in One Arbitration

The Parties agree that where several matters having the same source are submitted at the same time to Arbitration, then one hearing shall be held and one Decision shall be issued to resolve them.

#### 14.09 Cost of Arbitration

- (a) Each Party shall pay one-half of the cost incurred in relation to the reasonable remuneration, travelling and out-of-pocket expenses of the Grievance Investigator.
- (b) The costs of Arbitration Board, including all the legal costs of the Guild, shall be borne by the Producer, except in cases where the Guild is unsuccessful, in which case each of the Parties shall pay one-half of the remuneration and expenses of the Chairperson of the Board.
- (c) Each of the Parties shall be separately responsible for all other costs incurred by each of them in relation to the preparation and presentation of their respective cases and submissions to the Grievance Investigator or the Arbitration Board.

### **ARTICLE 15 -- EXPEDITED ARBITRATION**

#### 15.01 Purpose

The purpose of Expedited Arbitration is to use a process which is speedy, informal, inexpensive, and efficient.

15.02 Procedure Commenced

Where a grievance is referred to Expedited Arbitration, the following procedure shall apply. Where a difference arises between the Parties relating to the dismissal, discipline or suspension of any Member covered by this Agreement, or to the interpretation, application, operation or alleged violation of this Agreement including any question about whether a matter is arbitrable, a neutral Grievance Investigator agreed to in writing 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 five (5) working days of the date of receipt of the request.

15.02 Grievance investigator

The Parties agree that Expedited Arbitration shall be decided and determined by a single arbitrator known as a Grievance Investigator. Through the Investigator, the Parties want an expeditious means for the effective disposition of grievances. The decision of the Investigator shall only be applicable to the case in question and shall be “without prejudice” to future issues between the Parties and shall not be precedent setting or be referred to in any further proceedings or disputes between other Producers or bargaining units within the Motion Picture Industry.

15.03 The Parties shall meet with the Investigator and at the commencement of the hearing and supply the Investigator and each other with a concise and brief written statement of the issue and evidence that will be called in support of either Party's interest. Every effort shall be made to provide the Grievance Investigator with a mutually agreed-upon statement of facts and any other information as may be deemed significant to the issue.

15.04 The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the Parties may make such representations or adduce such evidence as the Investigator may permit or need, but the Investigator shall not be obligated to conform to the rules of evidence. The number of witnesses on any issue shall be kept to a minimum and generally may not exceed two (2) witnesses for each Party per case. The Investigator shall have the power to ask questions and make any inquiries he/she deems appropriate. At the conclusion of each case, each Party shall have a maximum of twenty (20) minutes to present argument and rebuttal of its case and shall make limited use of authorities during their presentation. The Parties shall make every effort to conclude a case within a single working day.

15.05 The Investigator must render his/her recommendations in writing without reasons to both Parties within seven (7) calendar days of the conclusion of the hearing. On request by either Party after his/her recommendations have been rendered, the Investigator shall deliver brief reasons, but such reasons shall not form part of his/her recommendations. Written reasons shall generally be limited to two (2) pages in length and are intended for the purpose of informing the Producer, the Guild, and the employees as to the recommendations and may not generally be published or distributed without the express permission of both signing Parties. It is not the intention of either Party to appeal the recommendations of the Investigator.

## **ARTICLE 16 ARBITRATION BOARD**

### 16.01 Procedure Commenced

A grievance which is submitted shall be submitted to the Arbitration Board unless it is submitted to Expedited Arbitration. A grievance shall be submitted to the Arbitration Board by the Party referring the grievance giving written notice to the other Party of its intention to submit a grievance to the Arbitration Board and giving the name and address of its Nominee to the Board. Within five (5) working days of the receipt of the notice, the other Party shall respond by indicating the name and address of its Nominee to the Board. Within five (5) working days after the appointment of the second of the Nominees, they shall appoint a third person who shall be the Chairperson of the Arbitration Board. If the recipient of the notice fails to name a Nominee, or if the two Nominees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour upon request of either Party.

### 16.02 Majority Decision

The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chairperson governs. The Arbitration Board shall endeavour to issue its decision within one hundred twenty (120) days of the submission of the grievance to Arbitration.

### 16.03 Written Reasons

The Arbitration Board shall include in its Decision written reasons and where there is a dissenting opinion, the dissenting member of the board shall be entitled to include his/her reasons.

## **ARTICLE 17 -- DISCIPLINE AND DISCHARGE**

### 17.01 Just and Reasonable Cause

No Member shall be disciplined or discharged without just and reasonable cause. Refusal to comply with an order, directive, or assignment that is unreasonable or otherwise improper shall not result in discipline or discharge. Discharge also includes the termination of a Deal Memo before its finish date. The Parties recognize that the Motion Picture Industry is unique and agree that in the Motion Picture Industry corrective, progressive discipline consists solely of written warnings and ultimately discharge if the Member fails to respond to such warnings.

### 17.02 Warning

A Member is entitled before the imposition of discipline or discharge, to be notified and warned at a meeting with the Producer and its representatives of the reasons for considering such possible discipline or discharge action. The Producer shall not be required to hold such a meeting where the Member is a clear danger to himself/herself or others. The Member shall be accompanied and represented by his/her Guild Representative. The Guild and the Member shall be notified at least one (1) working day in advance of the time, place, and date of such meeting. At the conclusion of the meeting the Producer shall give to the Guild and the Member a written statement

containing the reasons for the warning and the warning which the Producer has delivered at the meeting. Should the Producer fail to comply with any of the requirements of this Article 17.02 then any discipline or discharge shall be rendered absolutely null and void and the Producer shall not take disciplinary action again on the same grounds. In any subsequent grievance and arbitration proceedings the Producer shall be limited to such grounds for discipline and discharge stated in the written warning provided for under this Article 17.02. Where the Producer is not required to hold the meeting provided for in this Article 17.02, it shall still be required to give the Guild and the Member the written warning provided for in this Article 17.02.

17.03 Burden of Proof

In all matters of discipline and discharge the Producer shall have the burden of proof to prove that the actions or inactions of the Member took place, were wrongful, that adequate warning and corrective, progressive discipline was given in advance to try to correct the situation, and that the punishment is just and reasonable.

17.04 Failure to Grieve

A failure to grieve or withdraw a grievance by the Guild or any Member, or to pursue any matter to Arbitration, shall give rise to no adverse inferences, and shall not be considered to be an admission regarding the merit or lack of merit of the grievance, nor shall it be referred to in any subsequent proceedings. Furthermore, the settlement of any grievance shall be without prejudice, and shall not be used in any subsequent proceedings, unless the parties expressly provide otherwise, and only to the extent they so provide.

17.05 Suspension of Discipline or Discharge

The imposition of discipline or discharge shall be suspended during such time as the Member or the Guild shall avail themselves of the Grievance or Arbitration Procedure provided for in this Agreement. Such suspension shall commence from the moment when the Procedure provided for at Step I or Step II, as the case may be, of Article 14.03 are attempted and shall remain in effect until a final Decision is rendered either by the Grievance Investigator or the Arbitration Board. During this time the Member shall continue to receive full remuneration and benefits as provided for in this Agreement and the Members' Deal Memo.

**ARTICLE 18-- JOB CLASSIFICATIONS AND JOB DESCRIPTIONS**

18.01 Job classifications and descriptions are set out in Appendix "A" attached hereto and forming a part of this Agreement. They shall not be directly or indirectly changed or deleted, nor shall the jobs themselves be altered or amended, nor shall job functions be transferred from one classification to another, nor shall a new job be established without the written agreement of the Guild. Where a Member is unfairly or incorrectly classified, the appropriate classifications, job descriptions, rates of remuneration, and other related matters shall be discussed between the Producer and the Guild. Failing agreement, the dispute may be the subject of a grievance and may be referred to Arbitration. The Arbitrator shall have power to determine appropriate classifications, job descriptions, rates of remuneration, and other related matters in issue effective as of the date the Member was unfairly or incorrectly classified. A Member who is assigned, in

accordance with the terms of this Agreement, to a higher-paying classification, shall receive the rate of remuneration and benefits for that classification for the time the Member performs such duties. A Member who is assigned, in accordance with the terms of this Agreement, to a higher-paying classification, shall receive the rate of remuneration and benefits for that classification for the time the Member performs such duties. A Member who is assigned, in accordance with the terms of the Agreement, to a lower-paying classification shall continue to be paid the rate of remuneration and benefits of the Member's regular classification.

## **ARTICLE 19 -- SCREEN CREDITS**

19.01 The Producers shall adhere to the current motion picture industry standard by reserving specific and adequate time for credits on each motion picture (excepting documentaries and industrials). In documentaries and industrials, if any craft screen credits are given, then screen credits as provided in this Article shall apply. This Agreement contains special Screen Credit requirements for different classifications. These requirements are found in the Appendices to this Agreement. In every place where screen credits must be given, the credits shall be written in a size and style of print which is legible and projected or written on a background which does not diminish the readability of the screen credits. The screen credits shall appear against a background which does not diminish the value of the credit. Screen credits shall not appear against a background which consists of an advertising or commercial message. Except for documentaries and industrials, Members shall have the right to negotiate, at the time of hiring, the size and style of personal credit to be given, including the right to have no credit given. The Producer shall honour individually negotiated screen credits as to placement, size, and description as agreed on in the Member's Deal Memo or Personal Services Contract. Disputes as to whether contractually agreed screen credit has been accorded shall be subject to the grievance and expedited arbitration procedures.

### 19.02 Location Credit

The Producer agrees, unless the Guild advises otherwise, to give the following screen credit: "FILMED ON LOCATION IN THE PROVINCE OF QUEBEC".

### 19.03 Guild Label or Logo

The Logo of The Directors Guild of Canada is trademarked and is the sole property of The Directors Guild of Canada. Members shall be permitted to wear Guild badges and pins. The Producer shall on every motion picture produced under the terms of this Agreement which carries screen or air credit title or titles, unless the Guild advises otherwise, and every copy, version, reprint, or reproduction thereof, display the logo of the Directors Guild of Canada. Said logo is to be clear and distinct, and be displayed on no less than the number of frames of the logo of any other labour organization. The logo shall be displayed in a size of print no less than that given to any other labour organization.

19.04 Should the Producer fail to provide the screen credits on the motion picture as required above, the Producer agrees to the following remedy:

(a) to correct the omission before public showing where possible; or

- (b) if correction as in (a) above is not possible, to fulfil the intent of the provisions for credit by inserting in appropriate daily and/or trade papers announcements for the sole purpose of identifying the Member and/or credit omitted. The specific periodicals and the size and content of the announcements will be the subject of negotiation between the Producer and the Member or the Guild. Should the parties fail to agree on the nature of these announcements, the matter shall be submitted to expedited arbitration.

## **ARTICLE 20 -- PERSONNEL**

### 20.01 Minimum Guaranteed Personnel

On all motion pictures the Producer shall engage the services of a minimum of a Director, a Production Manager, and an Art Director. These Members shall be engaged before the commencement of principal photography and their engagement shall be guaranteed on a minimum of a weekly basis for the duration of principal photography and appropriate pre-production preparation. Engagement during pre-production and post-production shall be in accordance with the terms of this Agreement and each Member's Deal Memo or Personal Services Contract.

### 20.02 Additional Personnel

- (a) The Producer agrees to engage a sufficient number of additional Members, so that all Members are able to safely and efficiently complete their work. Such additional Members may be engaged and guaranteed engagement for a number of work days, a number of work weeks, or the production period, and the duration of their engagement shall be specified in their Deal Memos. If the Producer fails to engage sufficient additional Members, the Guild shall request additional Members be engaged to comply with job requirements and ensure creativity and productivity are not impaired.
- (b) Where the duration of engagement is specified as a number of work days or work weeks, the Producer must give the Member notice of the exercise of an extension, renewal or option clause in the Member's Deal Memo one (1) work week before the end of the specified period.
- (c) Where the duration of engagement is specified as a number of work week(s), the Member shall be engaged on a consecutive work week basis and the number of rest days shall not exceed two (2) rest days in any period of seven (7) consecutive days.

### 20.03 Daily Calls

- (a) When a Member engaged on a daily basis is called and reports for work, the Member shall receive not less than one (1) day's remuneration at the day's prevailing daily rate. There shall be no stand-by calls.
- (b) Any change or cancellation of daily calls, other than for adverse weather, shall be made ten (10) hours prior to the starting time of call, or if possible, before the Member leaves work at the end of the work day. The Guild shall notify the Producer as soon as possible prior to the morning of

production of its inability to fill a daily position, in order to allow the Producer to make other arrangements for that specific day only.

- (c) Due to adverse weather, the Producer may cancel a daily crew call up to eight (8) hours prior to the starting time of the call. Between eight (8) hours and four (4) hours notice of cancellation prior to the scheduled starting time of the call, a minimum of one-half (1/2) the daily rate shall be paid to the Member at the day's prevailing rate. If notice of cancellation is less than four (4) hours, the Member shall be paid the full daily rate at the day's prevailing rate.

#### 20.04 Termination

- (a) No Member with a fixed termination date shall be terminated or laid off before the finish date specified in the Member's Deal Memo.
- (b) Members whose termination date is not specified on their Deal Memos shall receive two (2) weeks notice of termination, or two (2) weeks severance pay in lieu of notice.
- (c) Members who are discharged for just and reasonable cause before the finish date stipulated in their Deal Memos shall not be eligible for severance pay.
- (d) Severance pay shall be computed on the basis of the rate provided in the Member's Deal Memo. Severance pay shall be paid in a lump sum. A Member who has received severance pay shall not be required to return any portion of such pay to the Producer in the event the Member subsequently returns to work.
- (e) Members who are terminated shall be paid all remuneration and any other monies owing no later than the following week, complete with their Separation Certification for Members engaged as employees.

#### 20.05 Recall

Should a Member be recalled, or have his/her contract extended, for any reason including but not limited to retakes, added scenes, sound track, process shots, transparencies, or trick shots, trailers, changes or for any other purpose, he/she shall be paid compensation for such additional services at the same daily rate or pro-rated weekly rate as in his/her Deal Memo. The Member, unless bound by contract, can refuse to accept a recall assignment.

#### 20.06 Force Majeure

If a motion picture is prevented or interrupted by reason of any cause beyond the reasonable control of the Producer, such as, but not limited to, war, fire, hurricane or flood, or governmental regulation or order in a national emergency, then the Producer may either cancel the motion picture (in which the Producer shall pay to the Members remuneration and any monies accrued to the date of such cancellation) or make such other arrangements with the Member by way of postponement and the like as may be practicable to fulfil the engagement.

20.07 Co-Productions

Where it is established that a motion picture is a bona fides co-production governed by an official co-production treaty between Canada and another country, or countries, the Parties to this Agreement recognize that the application of Article 10.03 may be subject to the terms of the relevant international co-production treaty or treaties.

**ARTICLE 21 -- REMUNERATION**

21.01 The Producer shall pay no less than the minimum rates of remuneration set out in Appendix "B-1", and Appendix "B-2", attached hereto and forming a part of this Agreement. Notwithstanding the generality of the foregoing, the Producer shall pay the contracted remuneration agreed to in the Member's Deal Memo.

**ARTICLE 22 -- DEAL MEMOS**

22.01 Better Terms

The Terms and conditions herein provided are minimums and not maximums. Nothing in this Agreement shall prevent any Member from negotiating and obtaining from the Producer better conditions and/or terms of engagement than those provided in this Agreement. Provided also that the Producer, at its discretion, with or without Guild consultation, may give any Member better terms and conditions than those herein provided.

22.02 Deal Memo

- (a) The Producer shall sign, within seven (7) days of arriving at the final terms of agreement, but in no event less than twenty-four (24) hours prior to commencement of engagement, a Deal Memo with each Member engaged. such Deal Memo shall be in a form acceptable to the Guild.
- (b) All negotiations for the engaging of Members shall be carried on diligently and in good faith in order that a Deal Memo may be signed as soon as practicable.
- (c) No Deal Memo shall be concluded with a Member unless it is concluded by the Member with the Producer's production corporation which has signed this Agreement.

22.03 Deal Memo to Comply

The Member's Deal Memo shall conform to the Standard Form Deal Memos set out in Appendix "C" of this Agreement. The Producer shall not submit a Deal Memo to a Member without having first applied the Producer's signature. The Producer and the Member shall execute at least two (2) originals of the Deal Memo. Each shall retain an original.

- (a) The Producer shall inform each Member that they cannot negotiate any terms or conditions of engagement which conflict with this Agreement.

- (b) Immediately upon completion and execution of any Deal Memo, a copy of such Deal Memo shall be forwarded to the Guild DGC District Office.
- (c) All or part of the Deal Memo may be declared invalid by the Guild at any time during the term of this Agreement if, in the opinion of the Guild, all or part of the Member's Deal Memo decreases the terms or conditions of this Agreement.
- (d) The wording "ALL THE PROVISIONS OF THIS DEAL MEMO ARE SUBJECT TO AND MUST PROVIDE NO LESS THAN THE TERMS AND CONDITIONS OF THE SIGNED GUILD COLLECTIVE AGREEMENT" is stated in capital letters on the Member's Deal Memo.
- (e) Members engaged at terms or conditions in excess of the minimum provisions of this Agreement shall be entitled to exercise all the benefits and protection of the provisions of this Agreement.
- (f) When a Member is brought in from outside of Canada, and such Member is a member of another labour organization whose collective agreement in the Member's home jurisdiction provides for terms and conditions in excess of the minimum provisions of this Agreement, the Member on written approval of the Guild may elect to be engaged subject to the terms and conditions of the Member's home labour organization and the Member's Deal Memo may so stipulate. Where the Member makes this election, the Member shall not be subject to the grievance and arbitration procedures provided in this Agreement, nor shall the Member have recourse to the Performance Bond held by the Guild. The Deal Memo may also stipulate that the Member's home labour organization will receive the pension contributions on behalf of the Member. All such Deal Memos must be in a form acceptable to the Guild and must comply with the terms and conditions of this Agreement.

#### 22.04 Starting Date

The starting date shall be set and agreed to in writing on the entering into of a Deal Memo between the Member and the Producer. If the starting date is delayed, notice shall be given to the Member seven (7) calendar days prior to the starting date, at which time the Producer shall pay the Member a retainer fee equal to fifty percent (50%) of the contracted weekly rate, payable from the original starting date until such time as work commences.

#### 22.05 Double Scale Engagement

If a Member is hired at double scale, or more, then the Producer and such Member may freely bargain without limitation under this Agreement, as to starting date or dates and allocation of time, including the total number of days for preparation and shooting, but in any event, the Deal Memo shall comply with the provisions of this Article and this Agreement.

## **ARTICLE 23 -- HOURS OF WORK**

### 23.01 Work Day

The work day shall be a twenty-four (24) hour period ending at midnight. A work day starting on one calendar day and continuing into the following calendar day, shall be deemed to be one work day, namely the work day on which work started, provided that work past midnight was a part of the originally scheduled work day. There shall be no split shifts.

### 23.02 Work Week

The work week for all Members shall be any five (5) consecutive work days in the period from Sunday to Saturday, both days included, with any two (2) consecutive days as regular assigned days off. The Producer agrees that no general or partial reduction in the work week shall be instituted in the event of a shortage of work. For pay-roll purposes the work week shall commence and end at midnight for each Sunday. Any other work week shall require the written consent of the Guild.

### 23.03 Production Period

The Production Period is the period of time and process(es) which includes but is not limited to pre-production (preparation), principal photography, second unit photography, and post-production.

### 23.04 Days Off

- (a) Minimum days off for each Member on a five (5) day work week shall be twenty-four (24) hours plus eighteen (18) hours in duration preceded by a ten (10) hour turnaround or rest period for a total of fifty-two (52) consecutive hours free from work each week.
- (b) The minimum day off for each Member on a six (6) day work week shall be twenty-four (24) hours in duration preceded by an eight (8) hour turnaround or rest period for a total of thirty-two (32) consecutive hours free from work each week. Work on the sixth (6th) working day shall be subject to the premium provided in Article 25.01 (below) of this Agreement.
- (c) In the event of a Statutory or Proclaimed Holiday resulting in a three (3) day weekend, the minimum days off for each Member on a four (4) day work week shall be twenty-four (24) hours followed by eighteen (18) hours plus twenty-four (24) hours in duration preceded by a ten (10) hour turnaround or rest period for a total of seventy-six (76) consecutive hours free from work each week. Payment for Statutory and Proclaimed Holidays shall be as provided in Article 26.02 (below) of this Agreement.
- (d) Where the Producer authorizes or directs the Member to continue working, encroachment of the day(s) off shall be paid at one-quarter (1/4) day's daily or pro-rated weekly rate of remuneration for each hour of encroachment.

23.05 Combined Production

Where a Member is engaged for the making of two (2) or more motion pictures consecutively, the Producer may require such Member to work on more than one (1) motion picture during any period of his/her engagement. The order of shooting, cutting, rehearsal and preparation shall be at the Producer's discretion. The Guild shall be notified in writing of any Members so engaged.

**ARTICLE 24 -- MEAL BREAKS**

24.01 Meal Breaks

The Producer shall ensure that each Member has a paid eating period of at least one-half (1/2) hour, at intervals that will result in no Member working longer than six (6) consecutive hours without an eating period.

24.02 Time on meal breaks shall be considered time worked.

24.03 The Producer shall supply all Members with coffee, tea, ice water, and/or other beverages.

24.04 When a Member is outside the boundaries of the "Studio Zone", as defined in Article 29.01 (below), the Producer shall pay each Member in Canadian or equivalent funds Ten Dollars (\$10) for breakfast, Twenty Dollars (\$20) for lunch, and Thirty Dollars (\$30) for supper when the Member is entitled to that meal period. Proper restaurant facilities shall be made available and time consumed in travelling to and from such facilities shall not be included in the meal period. Alternatively, a catering service shall be employed to serve hot meals on location, according to the values stipulated in this provision.

**ARTICLE 25 -- PREMIUM REMUNERATION**

25.01 6th and 7th Work Day

A sixth (6th) work day shall be paid at time and one-half the daily or pro-rated weekly rate of remuneration. A seventh (7th) work day shall be paid at double the daily or pro-rated weekly rate of remuneration.

25.02 Extended Work Day

No Member shall be required to work more than sixteen (16) hours on any work day. Where the Member is instructed and agrees to continue working beyond sixteen (16) hours on any work day, the Member shall be paid a premium of one-quarter (1/4) day's daily or pro-rated weekly rate of remuneration for each hour or portion thereof worked beyond sixteen (16) hours on any work day.

25.03 Turnaround

All Members shall be entitled to a ten (10) hour turnaround or rest period between the wrap-up or end of one work day and the call or beginning of the next work day. Such turnaround or rest period shall not be invaded without the Member's consent. Where the Member is instructed and agrees to continue working, encroachment of this rest period shall be paid a premium of one-quarter (1/4) day's daily or pro-rated weekly rate of remuneration for each hour or portion thereof of encroachment.

25.04 Use of Member's Vehicle

- (a) Ownership of a vehicle shall not be a condition of engagement. It shall not be a violation of this Agreement for a Member to refuse to use his/her own vehicle on production business.
- (b) Each Member agreeing to use his/her own vehicle for production business shall arrange with the Producer for adequate insurance coverage for business and/or commercial purposes before using such vehicle for such business. Such coverage shall be at the Member's expense. The Producer shall ensure that the vehicle involved is insured for business and/or commercial purposes, if not, all liabilities shall be borne by the Producer.
- (c) Each Member agreeing to use his/her own vehicle for production business shall be entitled to a reimbursement for each kilometre driven in the service of the Producer. The Producer reserves the right to authenticate reimbursement submissions before payment.
- (d) The minimum reimbursement shall be either Thirty-Five Cents (\$.35) per kilometre or a flat rate of Twenty-Five Dollars (\$25) per day. The rate shall be specified in the Member's Deal Memo.
- (e) The above reimbursement shall be paid to each Member weekly with the regular remuneration payment.
- (f) The Producer may elect to provide the Member with a vehicle and pay its operating costs and need not rent the Member's vehicle.

25.05 Failure to award premiums in accordance with this Agreement shall result in the payment of such premiums at the appropriate premium rate for the amount of time involved.

**ARTICLE 26 -- VACATIONS AND HOLIDAYS**

26.01 Annual Vacation

The Producer shall pay all Members a premium of six percent (6%) of their remuneration as, or in lieu of, annual vacation pay. In computing remuneration for annual vacation pay, the following shall be included: actual remuneration paid (including extended working day, turnaround, and sixth (6th) and seventh (7th) work day premiums) and Statutory or Proclaimed Holiday pay. Such payments shall be paid to each Member weekly with the regular remuneration payment.

26.02 Statutory or Proclaimed Holidays

The following days shall be recognized as paid Statutory or Proclaimed Holidays:

New Year's Day, day after New Year's Day, Good Friday, Easter Monday, Dollard Day or Victoria Day, St. Jean Baptiste Day, Canada Day, Labour Day, Thanksgiving Day, day of Christmas Eve, Christmas Day, Boxing Day, day of New Year's Eve and any other day declared a holiday by the federal, provincial, or municipal (local) government.

When a Statutory or Proclaimed Holiday not worked falls within the Member's weekly or longer guaranteed period of engagement, no deductions shall be made from guaranteed remuneration. When such Statutory or Proclaimed General Holiday not worked occurs within a partial work week following a Member's guaranteed period of engagement, or where a Member's guaranteed period of engagement is a number of days, all Members who worked the regular work day before and the regular work day after the Statutory or Proclaimed Holiday shall receive one (1) day's remuneration at their prevailing rate.

26.03 Statutory or Proclaimed Holidays Falling on Rest Days

- (a) When a Statutory or Proclaimed Holiday falls on a Member's normal day off, the Member shall be given a day off on either the work day before or the work day after the Statutory or Proclaimed Holiday.
- (b) When two (2) Statutory or Proclaimed Holidays fall on a Member's normal days off, the Member shall be given four (4) consecutive days off including the two (2) consecutive normal days off.
- (c) The Producer shall designate the day(s) to be granted as the day(s) off.

26.04 Work on Statutory or Proclaimed Holidays

Work performed, including travel to and from distant locations, on all Statutory or Proclaimed Holidays shall be paid at two and one-half (2 1/2) times the Member's regular daily or pro-rated weekly rate of remuneration. Directors engaged on a daily or weekly rate shall receive payment in accordance with this provision. Directors not engaged on a daily or weekly basis shall be paid in accordance with their Deal Memo.

26.05 Statutory or Proclaimed Holidays shall apply against the contracted period of engagement whether worked or not worked.

**ARTICLE 27 -- PAYMENT OF REMUNERATION**

27.01 Pay Day

- (a) The Producer shall pay to all Members not later than the fourth (4th) work day of each week all remuneration and any other payments or considerations for services rendered by such Member to a day not more than six (6) days prior to the day of payment. Payments of remuneration shall be made during working hours by cheque drawn on a branch of a chartered bank of Canada located in the Province of Quebec.

- (b) The Guild agrees that the Producer may use the services of a local pay-roll company. Payment of the Members' remuneration and Guild remittances is payment for the benefit of the Producer. Cheques for both employees and dependent contractors shall be issued in the name of the Producer. The Producer shall be jointly and severally liable for any default payment of such remuneration and remittances.

27.02 Guild Access

All remuneration records and information relating to Members on the motion picture shall be kept in the Province of Quebec at an address which shall be given to the Guild in writing. Representatives of the Guild shall have the right to inspect the pay-roll of the Producer to ensure that this Agreement is complied with, and the Producer shall arrange for such access.

27.03 Penalty

If the Producer makes two (2) or more late payments, a penalty of one percent (1%) per day of the gross remuneration for that week shall be paid to the Member and such penalty shall be added to the next week's remuneration or, if none, by separate cheque. If the Producer fails to provide prompt payment of remuneration and interest the Members may then stop working and the remuneration for the full contract term shall become payable forthwith to the Members and the Members shall not resume work until such remuneration is paid.

27.04 Termination Pay

Should a Member cease, for any reason, to be under the engagement of the Producer, the Producer shall pay each such Member, not later than the following week after he/she ceases to be under engagement, all remuneration and other monies owing. If on distant location, the Member shall be entitled to room and board at no cost until this provision is met and transportation is made available.

27.05 Failure to Issue Termination Pay

Where a Member is not paid as provided above, such Member shall be deemed to be still on the pay-roll of the Producer and shall receive his/her usual remuneration and all other terms and conditions of this Agreement until there is compliance with this Agreement or other arrangements are made between the Producer and the Guild.

27.06 Travel to Point of Engagement

The Producer shall make suitable financial arrangements to enable the Member to reach his/her point of engagement, and should such arrangements include an advance in cash, such advance shall be mailed to him/her not later than the following working day to an address designated by the Member. Such advance shall be deducted from the Member's final remuneration cheque. Nothing in this provision shall limit the Member from negotiating with the Producer travel arrangements and per diem arrangements in addition to any other remuneration.

27.07 Remuneration Statement

The Producer shall provide a separate and detachable itemized statement with each Member's remuneration showing the dated remuneration period, the total days worked, turnaround time, 6th and 7th days worked, the category of engagement and remuneration applicable and all deductions made. The Producer shall not make deductions from any such remuneration unless authorized by statute, court order, arbitration award or this Agreement. Other payments are not recoverable where it would be unreasonable or unfair. A copy of the completed Guild remittance sheet attached to this Agreement shall be forwarded to the Guild on a weekly basis.

27.08 Performance Bond

- (a) The Producer shall post an adequate cash Bond on deposit in a branch of a Canadian chartered bank in the Province of Quebec to guarantee the performance of the Producer's duties and obligations to the Guild and the Members. The Bond shall be in the form of a certified cheque payable to Le Conseil du Québec de la Guilde canadienne des réalisateurs. Bond coverage shall be based on two (2) weeks gross remuneration for maximum anticipated staffing, and such bond shall also cover a reasonable amount for counsel fees and other arbitration and litigation expenses which might be incurred in the event a default makes it necessary to institute legal action for recovery. The amount of such Bond shall be determined by the Guild. The Guild shall have recourse to the Bond in the event of a default in the payment of remuneration, vacation pay, statutory or proclaimed holiday pay, pension contributions, health and welfare contributions and/or any other contributions, monies, and payments provided by or due and payable under this Agreement. Recourse to the Bond shall also be had on the authority of any grievance settlement.
- (b) The Director, if adequately protected by prior arrangement with the Producer, may be exempted from the Bond.
- (c) Until the Bond is in place, the Producer agrees to pre-pay the Members' remuneration and per diems on the Thursday prior to the work week. Payment shall be based on the projected working schedule or the Member's Deal Memo, whichever is greater. Any 6th and 7th day or turnaround premiums shall be calculated and added to the next week's pre-payment.
- (d) To assist the Guild in verifying that the Producer has satisfied all the obligations of this Agreement, the Producer shall send to the Guild as soon as practical after the completion of the motion picture a summary of all remuneration and monies paid and remittances made. The Bond shall not be released before a minimum of two (2) weeks has elapsed after the Guild receives the remittance summary, and not before Separation Certificates and Income Tax Receipts (T-4 slips) have been issued to Members engaged as employees and the Producer has satisfied all the obligations of this Agreement, including the settlement of any outstanding grievances.
- (e) Should an Arbitrator find that the Producer has breached this Agreement the Guild shall have the right to retain any interest earned on the Bond and may deduct from the amount of the Bond any monies that the Arbitrator determines are owing to the Guild or to Members arising out of a breach of their Deal Memos of this Agreement.

**ARTICLE 28 -- PENSION AND HEALTH AND WELFARE PLANS**

28.01 Producer's Contribution

- (a) The Producer shall pay to the Guild, or to such entity as the Guild may direct, an amount equal to six percent (6%) of each Guild Member's gross remuneration as the Producer's contribution to the Guild's Group Retirement Saving Plan (G.R.S.P.). The Guild shall inform the Producer of, and the Producer shall observe, the administrative mechanisms for remitting the contributions. In addition for Members engaged as employees the Producer and the Member shall make their contributions to the Canada Pension Plan. All contributions belong to the Members from the first day of engagement and shall be made on a weekly basis. The Producer shall provide the Guild with proof of such payments.
- (b) The Producer shall pay to the Guild, or to such entity as the Guild may direct, an amount equal to three percent (3%) of each Guild Member's gross remuneration as the Producer's contribution to the Guild's Health and Welfare Plan. The Guild shall inform the Producer of, and the Producer shall observe, the administrative mechanisms for remitting the contributions. All contributions shall be made on a weekly basis. The Producer shall provide the Guild with proof of such payments.
- (c) With respect to persons who are not members of the Guild, the Producer shall contribute to the Guild an amount equal to eight percent (8%) of each non-Guild member's gross remuneration for disposition in such manner and for such purposes as may be determined in the absolute discretion of the Guild. Such contributions shall be remitted to the Guild on a weekly basis. This provision shall not apply to Members who belong to another labour organization recognized by the Guild and who, with the consent of the Guild, are engaged subject to the provisions of Article 22.03 (f).
- (d) With respect to Dependent Contractors, the Deal Memo between the Producer and the Dependent Contractor may specifically provide that the Producer shall reimburse the Dependent Contractor on account of Pension and Health and Welfare contributions attributable to the Dependent Contractor's employee's services to the Producer, in which case the Dependent Contractor shall be obligated to make such contributions. Such reimbursement shall be made only after the Dependent Contractor has provided satisfactory verification to the Producer. Absent such a specific agreement, or proof of payment, the Producer shall be deemed to have agreed that payments on account of Pension and Health and Welfare contributions attributable to the services of the Dependent Contractor's employee shall be made directly by the Producer. In no event shall the Producer be obligated to make larger contributions than it would have been obligated to make had it employed the Member directly.

**ARTICLE 29 -- TRAVEL AND ACCOMMODATION**

29.01 "Studio Zone"

For the purposes of this Agreement, the Studio Zone shall be considered the area within a circle with a radius of twenty-five (25) kilometres, centred at the Beaubien Metro Station in the city of Montreal. "Home Base" shall be the location of the Producer's mailing address within the boundaries of the Studio Zone where the production office is located. In the event that the Producer's "Home Base" is not located inside the boundaries of the Studio Zone, the Beaubien Metro Station in the city of Montreal shall be used for the purposes of this Agreement.

29.02 Parking Privileges

When a Member is required to work at a location inside the boundaries of the Studio Zone, the Producer agrees to provide adequate parking facilities for private vehicles a reasonable walking distance from such location, otherwise a shuttle system shall be implemented to transport all Members.

29.03 "Distant Location" Defined

"Distant Location" is any location where Members are required to remain away and be lodged overnight. The day of departure and the day of return shall be considered distant location days.

29.04 Distant Location Notice

The Producer shall give the Guild and the Members affected a minimum of forty-eight (48) hours written notice of departure to any distant location, including means of transportation acceptable to the Guild and what accommodations are available at the location.

29.05 Accommodation and Meals on Distant Location

When Members on location are required to remain overnight or longer, first class accommodation equal to the Canadian Automobile Association standards or the American Automobile Association standards shall be made available. Members on distant location shall be entitled to single room housing where it is available. Members shall also receive in advance a per diem allowance of Fifteen Dollars (\$15) to cover miscellaneous expenses. The Producer shall pay to each Member in advance a per diem allowance of Sixty Dollars (\$60) per day in Canadian or equivalent funds. However, if certain meals are provided on location, the per diem allowance may be reduced by Ten Dollars (\$10) for breakfast, Twenty Dollars (\$20) for lunch, and Thirty Dollars (\$30) for supper. In locations where the cost of living is in excess of the above rates, the Producer shall reimburse Members on receipt of suitable documentation.

29.06 Transportation

The Producer shall furnish first class transportation on scheduled carriers to and from distant locations. Such transportation shall be paid in advance by the Producer. If first class transportation is not available for reasons beyond the control of the Producer, the Producer shall furnish the next best available class and promptly notify the Guild and the Members what arrangements have been made. The Producer agrees to use its best efforts to furnish and maintain, during travel time, reasonably comfortable riding conditions in the class of transportation provided, avoiding overcrowding and providing proper space for baggage and equipment. Time spent travelling to and from locations shall be considered time worked and shall be subject to the premiums set out in this Agreement.

29.07 Air Travel

When Members are travelling to a distant location outside the boundaries of the Studio Zone, air transportation shall be provided by the Producer. Travel by "economy class" jet airplane shall be deemed first class anywhere in Canada. In those instances where the Producer purchases public air transportation to and/or from a distant location, the Producer agrees to purchase tickets refundable only to the Producer. The Producer shall only use aircraft certified by proper governmental authorities for the purposes for which it is to be used and flown by appropriate licensed pilots. If jet aircraft is not available the Producer shall make reasonable efforts to utilize twin-engined aircraft.

29.08 Rail Travel

When Members are required to travel overnight by train, the Producer must provide at least lower berth accommodation.

29.09 Motor Vehicle Travel

When transporting Members by car to a location within two (2) hours driving distance from the Producer's "Home Base" the maximum number of passengers per standard sedan and standard nine-passenger vehicle shall be five (5) and eight (8) respectively, including the driver. If the driving distance exceeds two (2) hours from the Producer's "Home Base" to the location, the maximum number of occupants shall be reduced by one (1) to four (4) and five (5) respectively, including the driver. The driver shall adhere strictly to the traffic regulations and speed limits posted. When a Member is required to move from one place of work to another, the Producer shall supply proper legal passenger transport. Members shall not ride in the racks of trucks or in the freight areas of vehicles.

29.10 Travel Insurance

- (a) The Producer shall provide Accidental Death and Dismemberment Insurance in a sum not less than Two Hundred and Fifty Thousand Dollars (\$250,000) for the benefit of the Member's designated beneficiary when the Member is required to travel by any mode of transportation furnished by the Producer during the Member's engagement. Each Member shall be permitted to fill out a form specifying a beneficiary. Such form shall be filed with the designated representative of the Producer.
- (b) In the event the Producer is unable to provide coverage for such transportation, the Member shall be informed of this fact a minimum of forty-eight (48) hours before departure so that the Member may obtain such insurance coverage. The Producer shall reimburse the Member for the cost of the premium paid by the Member in order to obtain such coverage for such travel. It shall not be cause for discipline or discharge for a Member in good faith to refuse to travel by plane or helicopter, or to travel without sufficient insurance, and such refusal shall not jeopardize future working opportunities.

29.11 Days Not Worked on Distant Location

For days not worked on distant locations in excess of the contracted work week additional remuneration at the rate of Fifty Percent (50%) of the minimum scale daily rate, or Seventy-Five Dollars (\$75), whichever is greater shall be paid in advance to all Members, excluding Directors.

**ARTICLE 30 -- MEDICAL LEAVE**

30.01

- (a) The Producer and the Member shall co-operate to make reasonable efforts to accommodate sickness or disability, and medical or dental examinations.
- (b) When a Member, after starting work, suffers an injury or any illness which prevents the Member from carrying on his/her duties, the employee shall be paid his/her full remuneration for the day of injury or illness.
- (c) The fact of sickness or injury shall not of itself be cause for termination. When a Member suffers an injury or any illness preventing the Member from reporting to work the Member shall automatically be granted leave of absence until such time as the Member's doctor states the Member can return to work. Any such injury or illness shall be reported to the Producer as soon as possible so adequate replacement may be made if necessary. As soon as the Member's doctor states the Member can return to work, and upon receipt of such notification, the Producer shall immediately return the Member to the Member's original, or most recent classification, provided the Producer has work available.

30.02 Medical Examinations

The Producer may require a Member to undergo a medical examination only where such a requirement is legitimately justified. Such examination shall be made by a physician chosen by the Member, during working hours, at the expense of the Producer, and without loss of remuneration.

**ARTICLE 31 -- LEAVE OF ABSENCE**

31.01 Guild Business

When the Guild requests in writing that a Guild Member be granted a leave of absence from the motion picture to attend to Guild business, permission to do so shall not be withheld, it being understood that such leave is without undue cost to the Producer.

31.02 Bereavement Leave

A Member with a weekly or longer guarantee shall be granted a minimum of three regularly scheduled work days' leave, without pay, in the case of death or serious illness of a parent, spouse, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, grandparent, grandchild,

and any other relative whose death or illness requires the attendance of the Member. Relatives include persons who are related by marriage, adoption, or common law.

31.03 Funeral Leave

Upon giving the Producer twenty-four (24) hours notice, a Member with a weekly or longer guarantee shall be granted time off without pay, for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with the efficient operation of the motion picture.

31.04 Emergency Leave

The Producer and the Member shall co-operate to make reasonable efforts to accommodate personal emergencies.

**ARTICLE 32 -- HEALTH AND SAFETY**

32.01 Safe Work Environment

It is agreed by the Parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on the Producer to make reasonable and proper provisions for the maintenance of high standards of health and safety including a properly heated and lighted working environment that is free of pollution. The Producer shall ensure that all equipment used on or in connection with the motion picture is in good working order. The Producer shall comply with applicable federal, provincial, and municipal health and safety legislation and regulations.

32.02 Unsafe Work

The Producer shall not require any Member to go or be in any engagement or place of engagement which is not safe and healthful. No Member shall be disciplined or discharged for refusal to lift equipment or any other object the Member feels is beyond his/her physical capabilities, or to work on a job or in any work place where the Member has reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable federal, provincial, and municipal legislation or regulations. Where, in such circumstances, the Member does not work, the Member shall not suffer a loss of pay.

32.03 Safety Equipment

Where the nature of the work or working conditions so require, Members shall be supplied, at the Producer's expense, with all necessary tools, protective clothing, safety equipment and other protective devices, which shall be maintained and replaced, where necessary, at the Producer's expense.

32.04 Use of Animals

Where a Member is required to work with or near animals which are being used in the motion picture, then such animals shall be reasonably secured or cordoned off when they are not being used and when they are being used they shall be under the direct and constant supervision of a qualified trainer. No member shall be required to do anything or omit to do anything which would constitute cruelty to animals.

32.05 Weather Conditions

The Members shall be informed as to weather conditions at or near the shooting site so that they may reasonably provide themselves with suitable clothing. However, in extreme cold or wet weather, the Producer shall furnish the Members with suitable clothing and gear to cope with these situations.

32.06 Washrooms

The Producer agrees to provide and maintain at all sites and locations adequate eating areas and clean, sanitary washrooms and toilet facilities maintained on a standard at least equal to the applicable federal or provincial standards.

32.07 Medical Attention and Hospitalization

Transportation to the nearest physician and/or hospital facility shall be provided by the Producer for Members who require medical attention during working hours or on distant location, and any expenses of such transportation shall be borne by the Producer. Where any Member requires hospitalization, the nature and place of hospitalization shall be reported to the Guild immediately.

32.08 Accident and Injury

In the event of accident or injury, the Guild shall be notified immediately and shall have the right to investigate the nature and causes of the accident or injury. The Guild shall be notified of the inspection of a government inspector and a Representative of the Guild shall have the right to accompany the inspector on his/her inspections.

32.09 Guild Access

Representatives of the Guild shall have full access to accident reports and other health and safety records in the possession of the Producer, including records, reports and data provided to and by the Worker's Compensation Board and the government or its agencies.

**ARTICLE 33 -- HAZARDOUS WORK**

33.01 "Hazardous Work"

The definition of "hazardous work" shall be at the discretion of the Member concerned and the Shop Steward and/or Guild Representative and must be determined before such work is

performed. A Member's refusal to perform hazardous work shall not be cause for discipline or discharge, or jeopardize working opportunities.

33.02 General Conditions

Where hazardous work is involved, all reasonable safety and precautionary measures shall be taken by the Producer, and adequate notice that such measures have been taken shall be given to the Members concerned.

33.03 Danger Pay

The Member(s) performing hazardous work shall have the right to negotiate an individual danger pay premium with the Producer. Such premium shall be negotiated and agreed to in advance of the performance of the work. If no agreement is reached, the Member shall not jeopardize working opportunities by refusing to perform work that s/he considers hazardous.

33.04 Emergency Medical Care person

When the Guild determines the working conditions to be hazardous, an emergency medical care person holding a valid Governmental designation, visually identifiable, shall be present. The Producer shall ensure that the person is properly equipped, establish the capabilities of nearby medical facilities, and provide transportation and communication with these facilities.

33.05 Special Effects Co-ordinator

The Producer shall respect the Special Effects Co-ordinator's responsibility to ascertain safety precautions relating to special effects and to provide instructions for return to sites after the completion of special effects.

33.06 Underwater Work Allowance

When a Member, at the direction of the Producer, while setting up or directing or assisting scenes of the motion picture, (1) performs diving using a diving mask, air helmet, or diving suit, including skin diving in water, or (2) descends in a submarine, the Member shall receive a minimum work allowance of Seventy-Five Dollars (\$75) per day. At no time shall a Member go underwater alone. There shall be a minimum of two (2) qualified underwater crew persons engaged in underwater work at the same time or one (1) qualified underwater crew person and one (1) qualified underwater expert.

33.07 Airplane and Helicopter Allowance

When a Member is required to fly in a helicopter, or in an aircraft in connection with a motion picture (other than ordinary travel to and from location, or other general travel) such as directing, assisting, lining up shots, rehearsals, photography, or scouting for locations, the Member shall receive a minimum work allowance of Seventy-Five Dollars (\$75) per day.

33.08 Combat Zone

A "combat zone" is any area or locality in which there is armed conflict, hostilities, or government declared emergency. Travelling, working, flying in or over a combat zone is dangerous or hazardous work, and only Members who are specially engaged shall work in a war zone. The minimum rates of remuneration, premiums, and any form of monetary entitlements shall be double the rates listed in this Agreement.

33.09 Insurance

- (a) The Producer shall provide Accidental Death and Dismemberment Insurance in a sum not less than Five Hundred Thousand Dollars (\$500,000) for the benefit of the Member's designated beneficiary when the Member is required to perform underwater work, or fly in an airplane or helicopter, or travel, fly, or work in or over a combat zone during the Member's engagement. Each Member shall be permitted to fill out a form specifying a beneficiary. Such form shall be filed with a designated representative of the Producer.
- (b) In the event the Producer is unable to provide coverage for such work, the Member shall be informed of this fact a minimum of forty-eight (48) hours before the performance of such work so that the Member may obtain such insurance coverage. The Producer shall reimburse the Member for the cost of the premium paid by the Member in order to obtain such coverage for such work. It shall not be cause for discipline or discharge for a Member in good faith to refuse to perform such work, or perform such work without sufficient insurance, and such refusal shall not jeopardize future working opportunities.

**ARTICLE 34-- EQUIPMENT AND PLAGIARISM**

34.01 Member Not Required To Supply

A Member shall not be required to supply any equipment, stock, film, tape, or other material. A Member shall not be required to use his/her residence as an office. Nevertheless a Member may voluntarily use his/her residence as an office for the purposes of personal preparation for the motion picture. The preceding sentence shall not diminish the Producer's obligation to supply Members with adequate office space or work premises at the Producer's place of business, the studio, or on location.

34.02 Producer Authorized To Use

The Producer shall only require Members and Permittees to use equipment, stock, film, tape, and other material which the Producer has the legal right to use.

34.03 Producer Shall Not Require

The Producer shall not knowingly require any Member to plagiarize or use plagiarized material. The Producer shall not knowingly require any Member to violate the rights or invade the privacy of any other person or entity.

## **ARTICLE 35 -- TECHNOLOGICAL CHANGE**

### 35.01 "Technological Change" Defined

"Technological change" includes the introduction by the Producer of a change in its work, undertaking or business or a change in its equipment or material from the equipment and material previously used by the Producer, or a change in the manner in which the Producer carries on its work, undertaking or business and any change in work methods and operations affecting one or more Members.

### 35.02 Notice

The Producer shall give the Guild thirty (30) calendar days' notice of any technological changes.

### 35.03 No Injustice

In carrying out technological changes, the Producer agrees to eliminate all injustices to or adverse effects on Members and any denial of their contractual or legal rights which might result from such changes.

### 35.04 No Termination

No Member shall be discharged, terminated, or have his/her normal remuneration reduced as a result of technological change.

### 35.05 Arbitration

All disputes relating to adjustment to technological change shall be finally and conclusively settled in accordance with the grievance and arbitration procedures provided in this Agreement.

## **ARTICLE 36 -- NO OTHER AGREEMENT**

### 36.01 Agreement Takes Precedence

This Agreement takes precedence over every previous agreement for this motion picture between the Parties and over all previous negotiations, agreements, or memorandums between the Parties.

### 36.02 Variation of Minimum Terms

- (a) Except for the provisions of applicable legislation and the Members' Deal Memos, this Agreement represents all the terms and conditions which govern the relations between the Guild, the Producer, and those Members to whom this Agreement applies. No other or further terms and conditions, express or implied are applicable, except where, and to the extent of, further mutual agreements which are committed to writing by the Parties in the form of a "Letter of Variance" and expressly appended to this Agreement.

- (b) No variation of minimum terms herein provided shall be requested of any Member except through the Guild. The Guild may issue variations of the terms hereof when it deems such action appropriate and may impose reasonable costs and/or conditions for such variations.
- (c) The Guild will consider the issuance of variations in any case of bona fides hardship to the Producer.

36.03 Agreement Replaces Preliminary Agreement

Upon the signing of this Agreement, it shall replace the Preliminary Agreement signed between the Guild and the Producer.

**ARTICLE 37 -- ENGLISH LANGUAGE AND NOTICES**

37.01 Agreement and Notices May Be In English Language

With respect to the Laws of the Province of Quebec, the Parties consent that this Agreement and any notices or legal proceedings pursuant thereto may be in the English language.

37.02 Sending of Notice

All notices shall be sent by prepaid first class mail. In the case of a notice subject to a delay of seven (7) or less calendar days, the notice shall be sent by telegram , telex, or same day messenger service. Where a telegram, telex, or same day messenger service is not possible, the notice shall be deemed to have been validly given by telephone where it is followed through by prepaid first class mail marked no later than the date of the said telephone call or by next day messenger service delivery. Nevertheless a notice sent by mail shall be equally as valid if no substantial prejudice has been caused to the receiving party. Unless advised in writing of a change of address, any notice or the service of any legal proceeding on the Producer or the Guild at their addresses indicated below shall be good and valid and constitute personal service.

- 37.03 Any notice to be sent to a Member by the Producer shall be sent to the Member's address indicated on his/her Deal Memo or to the latest address which the Producer has on record.

**ARTICLE 38 -- DURATION**

- 38.01 This Agreement shall be binding and all provisions of this Agreement, both monetary and non-monetary shall apply retroactively to the earlier or pre-production or the engagement of a Member in a classification covered by this Agreement and shall apply to the motion picture presently known as " \_\_\_\_\_ ”

- 38.02 In recognition of the unique nature of the motion picture industry, the Producer agrees that all the provisions of this Agreement and the Members' Deal Memos are binding and shall remain in full force and effect until those obligations are satisfied.

**ARTICLE 39 -- AUTHORITY TO ENTER INTO AGREEMENT**

39.01 The undersigned in signing this Agreement acknowledges his, her, or their authority to do so and warrants that the undersigned has the full right to enter into this Agreement and that the consent of no other party is necessary to effectuate this Agreement.

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

SIGNED FOR THE PRODUCER:

\_\_\_\_\_  
NAME OF PRODUCTION COMPANY  
RÉALISATEURS

\_\_\_\_\_  
ADDRESS OF PRODUCTION COMPANY

\_\_\_\_\_  
FOR THE PRODUCER

\_\_\_\_\_  
TITLE

SIGNED FOR THE GUILD:

LE CONSEIL DU QUÉBEC DE  
LA GUILDE CANADIENNE DES

4200 St. Laurent Blvd., Suite 708  
Montreal, Québec H2W 2R2  
GST # 121774715  
QST # 1012882269

\_\_\_\_\_  
FOR THE GUILD

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS REPRESENTATIVE

**ADHERENCE AGREEMENT**  
(the "Agreement")

BETWEEN: \_\_\_\_\_ (the "Producer")

and

LE CONSEIL DU QUEBEC DE LA GUILDE  
CANADIENNE DES REALISATEURS

(the "Guild")

WHEREAS the Producer wishes to produce a motion picture currently titled

\_\_\_\_\_ and to make use of the services provided exclusively by Guild Members;

AND WHEREAS the Guild is the exclusive bargaining agent and representative of Guild Members with respect to minimum rates and minimum terms and conditions of engagement by the Producer;

AND WHEREAS the Producer and the Guild wish to enter into a Collective Agreement which establishes minimum rates and minimum terms and conditions of engagement;

NOW THEREFORE in consideration of the mutual covenants and promises set out below, the Parties hereby agree as follows:

**ARTICLE 1 - SCOPE OF AGREEMENT**

1.01 The purpose of this Agreement is to secure the protection of the Guild for Guild Members, and the benefits and obligations of the Guild Standard Agreement ("GSA") for both Parties:

- (a) during those stages of a motion picture prior to pre-production or during pre-production when the Producer is uncertain whether or not the motion picture will proceed to principal photography,
- (b) while the parties are negotiating the terms of any Letter of Variance, and
- (c) during production of the Motion Picture.

- 1.02 The Producer hereby recognizes the Guild as the exclusive bargaining agent and representative with respect to minimum rates and all other minimum terms and conditions of engagement of all persons engaged by the Producer to perform any of the duties of any classification set out in the GSA.
- 1.03 The Producer will only engage Guild Members in good standing or duly authorized Permittees of the Guild in good standing to perform duties hereunder.
- 1.04 Both parties warrant that they have read the GSA and are familiar with its terms. The GSA is hereby deemed to be incorporated into this Agreement as if set forth in full herein in writing, and hereby binds the Parties, subject to the execution of any Letter of Variance and the terms of this Agreement. This Agreement is hereby deemed to be incorporated into the GSA and any related Deal Memo as if set forth in full therein in writing.

## **ARTICLE 2 - LETTER OF VARIANCE (REVISING THE GSA)**

- 2.01 Upon execution of this Agreement, the Parties shall undertake negotiations, if necessary, for any revisions to the GSA which will be set forth in writing in a Letter of Variance executed by the Parties.

## **ARTICLE 3 - APPLICATION AND DURATION**

- 3.01 This Agreement, the GSA and any Letter of Variance applies retroactively to every Deal Memo, regardless of when the Deal Memo is executed.
- 3.02 This Agreement and the GSA, as amended by any Letter of Variance, will remain in full force and effect unless and until the Producer advises the Guild in writing during pre-production at the address listed below that the motion picture will not proceed to principal photography.
- 3.03 Where the motion picture does not proceed to principal photography, then the Producer must satisfy all of its obligations under this Agreement, the GSA, any Letter of Variance, and each Deal Memo up to and including the date upon which written notice is received by the Guild in accordance with Article 3.02.

## **ARTICLE 4 - VALIDITY OF AGREEMENT**

- 4.01 Each Party hereby warrants that:
- (a) it is bound by all of the terms of this Agreement, the GSA, and any Letter of Variance, and
  - (b) the validity thereof is not dependent upon the consent or approval of any other person, corporation or entity.

**ARTICLE 5 - LANGUAGE OF AGREEMENT**

The parties have agreed that this Adherence Agreement be drafted in the English language.

Les parties sont d'accord à l'effet que cette entente d'adhésion soit rédigée dans la langue anglaise.

IN WITNESS of the agreement contained herein a duly authorized representative of each Party has hereunder executed this document in the presence of the named witness.

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

SIGNED FOR THE PRODUCER:

\_\_\_\_\_  
NAME OF PRODUCTION COMPANY

\_\_\_\_\_  
FOR THE PRODUCER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ADDRESS OF PRODUCTION COMPANY

SIGNED FOR THE GUILD:

LE CONSEIL DU QUEBEC DE  
LA GUILDE CANADIENNE DES  
REALISATEURS  
4200 St-Laurent Blvd.  
Suite 708  
Montreal, Quebec  
H2W 2R2  
GST NO. 121774715

\_\_\_\_\_  
FOR THE GUILD

\_\_\_\_\_  
TITLE

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BUSINESS REPRESENTATIVE

## **APPENDIX "A" - JOB CLASSIFICATIONS AND DESCRIPTIONS**

In this Agreement the Members who are engaged by the Producer for the following classifications shall have the functions as defined in the job descriptions below:

### **ARTICLE 1 -- THE DIRECTOR**

1.01 The Director shall be deemed to mean a person engaged by the Producer to direct the production of a motion picture and whatever is seen and heard in the finished product, as the term "direct" is commonly understood in the motion picture industry. S/he also directs all related functions and activities required for translating and transferring the script, premise, idea, and/or concept to the audiovisual images. The fact that the Director may also render services as a writer or in any other capacity shall not take him/her out of the classification as a Director as regards any work s/he performs as a Director during the course of such work. Without limitation, among the directorial functions which the Producer assigns to the Director are:

- (a) Surveying and approving all locations and their use as they pertain to the directorial concept and need.
- (b) Directorial planning and breakdown of the shooting script.
- (c) Plotting the camera angle and composition within the frame.
- (d) Participation in determining the requirements of the set, costumes, make-up, props, etc., for their proper directorial perspective and mechanical functioning.
- (e) Participation in the final casting of all performers.
- (f) Rehearsing actors, extras, and any of the visual and audio devices necessary for the completion of the production.
- (g) Directing the action of all actors, extras, etc.
- (h) Directing the dialogue as well as pre-recording and post-recording of dialogue.
- (i) Directorial supervision of the duties of the entire crew during the rehearsal and shooting periods.
- (j) Making such script changes as necessary, within his/her jurisdiction, for the proper audiovisual presentation of the production.
- (k) The right to the "first cut", as that phrase is understood in the motion picture industry. Before the completion of principal photography, the Director shall be advised of and shall participate in considerations about the utilization of trick shoots, process plates, inserts, montages, miniatures, transparencies, background, stock film, optical devices, and glass and matte shots.

- 1.02 The Director's total function is unique and requires his/her participation in all creative phases of the film making process, including but not limited to all creative aspects of sound and picture. The Director works directly with all of the elements, which constitute the variegated texture of a unit of entertainment or information. The Director's function is to contribute to all of the creative elements of a motion picture and to participate in molding and integrating them into one cohesive dramatic and aesthetic whole. No one may direct, as the term direct is generally known in the motion picture industry, except the Director assigned to the picture.

## **ARTICLE 2 --PRODUCTION MANAGER**

- 2.01 The Production Manager shall be deemed to mean a person engaged by the Producer as a working agent to perform duties as a Production Manager as the term "Production Manager" is customarily used and understood in the motion picture industry. The Production Manager is responsible to the Producer and is required to co-ordinate and facilitate the operation of the production unit or units (to the extent herein provided) assigned to him/her while performing similar work himself/herself. The fact that the Production Manager may also render services in any other capacity shall not take him/her out of the classification as a Production Manager as regards any work s/he performs as a Production Manager during the course of such work.
- 2.02 The Production Manager's compensation will be individually negotiated in that the Producer and the individual Member shall enter into individual negotiations before the start of the engagement in this classification for the purposes of establishing an individual "flat rate" which shall be considered as exempt from the Employment Standards Act and related applicable provincial laws and shall not be subject to the extended working day premiums contained in this Agreement. The Producer agrees that the Production Manager shall be subject to Guild representation under this Agreement and that the terms and conditions of this Agreement shall be applicable to such Member.
- 2.03 The Producer agrees and acknowledges that in accordance with industry customs, usages, practices, and norms, the Production Manager may be required to give instructions, consent to agreements and execute contracts for and on behalf of the Producer and as a convenience to the Producer. For this purpose and while the Production Manager is acting in the execution of his/her duties, the Producer shall confirm and ratify all instructions, agreements, and contracts which the Production manager has given or entered into for and on behalf of the Producer and in its place and stead and the Producer shall confirm such acts in all respects. The Producer shall hold harmless and take up the defence of the Production Manager against whom a claim, demand, suit, or cause of action is made arising out of any instructions, agreements, or contracts which the Production Manager has given or entered into in the execution of his/her duties for and on behalf of the Producer or in its place and stead and the Producer shall compensate, indemnify, or pay any claim, demand, suit, or cause of action, settlement, or judgment thereon as the case may be made or found against the Production Manager.
- 2.04 Without limitation, among the duties which the Producer assigns to the Production Manager are the co-ordination of or participation in the following:
- (a) Prepare script breakdown and preliminary shooting schedule.

- (b) Disbursement of assigned budget.
- (c) Co-ordinate preliminary search and survey of all locations and the completion of arrangements for the same.
- (d) Co-ordinate the engaging of all production unit personnel.
- (e) Assist in the preparation of the production to insure continuing efficiency.
- (f) Co-ordinate the completion of the Production Report for each day's work, showing work covered and the status of the production, and arrange for the distribution of that report in line with the Producer's requirements.
- (g) Co-ordinate arrangement for the transportation and housing of cast, crew and staff.
- (h) Co-ordinate the securing of releases and negotiations for locations.
- (i) Maintain a liaison with local authorities regarding locations and the operation of the motion picture.
- (j) Obtain authorization of overtime for cast and crew.
- (k) Co-ordinate and prepare, in conjunction with the Production Accountant, the weekly cost report.
- (l) Co-ordinate the work of any DGC Trainees.

### **ARTICLE 3 --TRAINEE PRODUCTION MANAGER**

3.01 Where the Production Manager is assigned to a motion picture, the Producer may also assign a Trainee Production Manager. The Trainee Production Manager shall be deemed to mean a person selected by the Producer to act as a general assistant to the Production Manager and engaged by the Producer to act as a general assistant to the Production Manager and/or an assistant to the Production Manager for the unit.

### **ARTICLE 4--PRODUCTION DESIGNER**

4.01 The Production Designer shall be deemed to mean a person selected by the Producer in consultation with the Director and engaged by the Producer when the scale or the approach to the production requires special co-ordination of the Art Department. The final decision in the selection of such person shall remain with the Producer. The function of the Production Designer is to create, in collaboration with the Director and the Director of Photography, a distinctive style.

The Production Designer is integrally involved in the determination of the key shots in conjunction with the Director and the Director of Photography.

**ARTICLE 5--ART DIRECTOR**

5.01 The Art Director shall be deemed to mean a person selected by the Producer in consultation with the Director and engaged by the Producer to direct the preparation of and/or prepare sketches and designs of motion picture sets and/or backgrounds and/or shooting locations and generally coordinate the execution of visual elements of the motion picture including: the construction, decoration, and dressing thereof; and the design approach on all special effects, properties, wardrobe, make-up, and hair. The final decision in the selection of such person shall remain with the Producer.

**APPENDIX "B-1" - RATES AND SPECIAL CONDITIONS FOR DIRECTORS**

**ARTICLE 1 -- ONE DIRECTOR**

- 1.01 There shall be only one Director assigned to direct a motion picture at any given time.
- 1.02 However, such limitations shall not be construed as precluding assignment of bona fide teams or of more than one Director to direct pick-ups, added scenes or different segments of a multistoried or multilingual feature motion picture, television series or the assignment of more than one Director where required by foreign laws, regulations or subsidies, or assignment of a Second Unit Director or any specifically skilled Director (e.g., underwater work or aerial work) to work under the supervision of the Director or a similar customary practice not inconsistent with the general intent of this Agreement.
- 1.03 The Producer shall not sign any contract with any Guild, Craft, Union, or Labour Organization where it agrees to accord members thereof screen or advertising credit which includes the word "Director", "Direction", or any derivation thereof, except "Music Director", "Director of Photography", or "Stage Director".
- 1.04 The Producer shall not grant to any individual, other than the Member assigned the title and functions of Director in the Director's Individual Contract for Services, any screen or advertising credit which includes the word "Director", "Direction", or any derivation thereof, except "Music Director", "Director of Photography", or "Stage Director".

**ARTICLE 2--PRE-CONTRACT REQUIREMENTS**

- 2.01 Before the formation of an Individual Contract for Services, the Producer shall inform the Director of the following information about the motion picture:
- (a) The name(s) of artistic and creative personnel already engaged;
  - (b) All existing film, tape and other material contemplated to be used;
  - (c) Any rights of script approval or cast approval contractually reserved to any person other than the Director and/or the Producer; and
  - (d) The Director shall have the opportunity to examine the budget of the motion picture. The Director shall have the responsibility and opportunity to express his/her opinion about the practicability of the budget.
  - (e) The story on which the motion picture is based and the script, if any exists, shall be made available to the Director.
  - (f) The Producer shall disclose to the Director any presale, distribution or exploitation agreement or disclose such intentions if known.

- 2.02 The Producer shall make full and complete disclosure to the Director of all the existing artistic and creative commitments pertaining to the motion picture before the formation of an Individual Contract for Services.

### **ARTICLE 3--SCRIPTS**

- 3.01 When the Director is engaged, at his/her request any existing script or outline in whatever form intended for the motion picture shall be immediately delivered to him/her.
- 3.02 Any changes or additions in the script shall be submitted to the Director promptly and before such changes or additions are made available for general distribution.

### **ARTICLE 4 -- PRIVATE OFFICE**

- 4.01 The Producer will provide the Director with a private office at the Studio, and a private office on the Studio Set or immediately adjacent thereto. On distant locations where private offices are provided to others on the set or immediately adjacent thereto, a private office shall also be provided to the Director on the set or immediately adjacent thereto.
- 4.02 For the purpose of this Article an "office" shall be a room with a door which can be shut, adequate ventilation, a telephone, a desk and desk chair, room for no less than two (2) additional chairs and good lighting. Sanitary facilities shall be in reasonable proximity to said office.
- 4.03 The Producer shall provide reasonable parking space at no charge for the Director while he/she is rendering services in production, pre-production and post-production covered by this Agreement and the Member's Individual Contract for Services.

### **ARTICLE 5--PARTICIPATION**

- 5.01 Subject to other specific provisions hereof, between the time the Director is contracted and until the time he/she delivers the Director's Cut and provided the Director is reasonably available, he/she shall participate in all decisions about:
- (a) Any changes in the elements of which he/she has been previously notified, proposed casting, engagement of other artistic or creative personnel, and of any rights of approval thereafter granted to third parties;
  - (b) All creative elements in the production of the motion picture, including but not restricted to the script and any revision thereof, casting, engagement of artistic or creative personnel, location selection, set design and construction, and pre-production, shooting and post-production scheduling; and
  - (c) In no case will any creative decision be made regarding the motion picture without consultation with the Director.

**ARTICLE 6--DAILIES/RUSHES**

6.01 Consistent with the orderly progress of photography, the Director shall see the dailies of each day's photography at a reasonable time. No one shall be present at the screenings of such dailies except those persons designated by the Producer, or the Director and all such persons shall have a reasonable purpose for attending such dailies. The Editor assigned to the picture shall be present at all such screenings if available.

**ARTICLE 7--SECOND UNIT WORK**

7.01 If second unit work is contemplated, the Director shall be informed and shall be given an opportunity to consult with the Producer and participate in considerations about the person to be engaged to direct such second unit and also, shall be given the opportunity to consult with the Second Unit Director about the manner in which the second unit work is to be performed.

7.02 A Director may be contracted for second unit work on a weekly basis, or the Producer may engage such Director on a daily basis, in which case such minimum daily rate shall be one-quarter (1/4) of the minimum weekly rate for shooting days and one-eighth (1/8) of the minimum weekly rate for preparation days. The Director's minimum production time for second units shall be:

- (a) One (1) day's preparation for one (1) day's shooting;
- (b) Two (2) day's preparation for two (2) or three (3) day's shooting; and
- (c) Three (3) day's preparation for four (4) or more day's shooting.

**ARTICLE 8--EXTRA WORK**

8.01 Additional Scene/Retakes

Should additional scenes and/or retakes be made, the original Director shall have the opportunity to do them, unless the Producer assigns another Director. If another Director is to be assigned for this work, the original Director shall be notified and advised by the Producer of the nature of such work to be done and the name of the Director to be assigned.

8.02 Recall

- (a) Should a Director be recalled for additional work after completion of principal photography, including but not limited to retakes, added scenes, sound track, process shots, transparencies, trick shots, trailers, or changes, compensation for such additional services shall be payable at no less than the daily rate provided for in the Director's Individual Contract for Services. It is agreed, however, that no compensation shall be payable for such services to the extent that they are rendered within the guaranteed period of engagement.

- (b) There shall be no minimum preparation requirement for performing such services when the original Director is recalled. If the original Director is not available or does not agree to perform such services and another Director is to perform such services, the Director's minimum preparation time shall be:
  - (i) One (1) day's preparation for one (1) day's shooting;
  - (ii) Two (2) days' preparation for two (2) or three days' shooting; and
  - (iii) Three (3) days' preparation for four (4) or more days' shooting.

### 8.03 Remuneration

In computing compensation to be paid any Director on a weekly basis, regarding any work period of less than a week following the guaranteed engagement period, the compensation per day during such partial "work week" shall be computed and paid for at one-quarter (1/4) of his/her weekly rate.

## **ARTICLE 9 --TERMINATION**

### 9.01 Force Majeure Suspension/Termination

- (a) The Director may not be suspended or have his/her services terminated under the force majeure provisions of his/her Individual Contract for Services or the force majeure provisions of this Agreement unless the entire cast and the Director of Photography of the motion picture are likewise suspended or terminated as the case may be. The Producer further agrees that if despite such suspension the star of the motion picture or the Director of Photography is paid in whole or in part, except under a "pay or play" provision in his/her individual contract for services, pertaining to such motion picture, then the Director will be paid in the same pro rata amount as the star or the Director of Photography is paid. If there is a difference in the proportionate amount paid to the star and the Director of Photography, then the higher proportionate amount shall be paid to the Director.
- (b) If the motion picture is cancelled and the Director is terminated due to such a "force majeure", then in the event the motion picture production is recommenced within twelve (12) months, the Director, subject to his/her availability, shall be offered reinstatement of the balance of his/her previous Individual Contract for Services to direct the motion picture under the terms of such previous Individual Contract for Services, and such offer shall immediately 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.

### 9.02 Replacement of Director

No persons assigned to or performing in a particular motion picture before the Director's Individual Contract for Services is terminated can act as Director upon termination of the Director's Individual Contract for Services. Only a person who has never been assigned to or performed in the particular motion picture and who has theretofore directed a feature motion picture, or not less

than ninety (90) minutes of television programming, regardless of where produced, may act as Director.

9.03 Emergency

- (a) None of the above conditions shall apply in a bona fides emergency in which event a person engaged on the shooting company may direct for a period of not more than five (5) shooting days pending arrival of a substitute Director. If the Producer claims such an emergency exists, the Producer shall give the Guild notice of such emergency as soon as practical. If the Guild, within seventy-two (72) hours after receipt of notice from the Producer, disputes the existence of such an emergency, within twenty-four (24) hours after the Guild notifies the Producer of such dispute, an authorized representative of the Guild and the Producer shall meet in an attempt to settle or resolve the issue of whether there was such an emergency. If the Guild does not give such notice to the Producer within such seventy-two (72) hour period the reputed emergency shall be deemed to be a bona fides emergency.
- (b) In the event the Parties fail to meet or otherwise fail to settle or resolve the dispute about whether there was such an emergency, within twenty-four (24) hours of the last time period referred to above, said dispute about whether there was an emergency shall be submitted directly to arbitration under the arbitration procedures provided in this Agreement.

9.04 Payment and Mitigation

If a Director is removed from a motion picture under a production paid provision in the Director's Individual Contract for Services, the Producer shall forthwith deliver to the Guild for the Director (or to the Guild as escrow agent in a dispute) all remaining unpaid non-deferred, non-contingent compensation as provided by such Individual Contract for Services.

9.05 Screenplay Development

If a Director, at the request of the Producer, renders services in supervising 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 he/she is replaced or the picture is abandoned, he/she shall receive a minimum of Ten Thousand Dollars (\$10,000) at the time a motion picture, based on such screenplay, is produced.

**ARTICLE 10 --DIRECTOR'S CUT**

- 10.01 (a) The Director shall be responsible for the presentation of his/her cut of the motion picture (herein referred to as the "Director's Cut") and it is understood that his/her assignment is not complete until he/she has presented the Director's cut to the Producer, subject to the terms and conditions of this Agreement, as soon as possible within the time period provided for.
- (b) It is understood and agreed that the Director's right to prepare his/her Director's Cut is an absolute right.

10.02 Technological Change

The use of technology whether now known or not yet known which involves the physical editing of film or tape or other recording devices, whether now known or not yet known, shall in no way limit or abridge the Director's right to prepare his/her Director's Cut, within such technology.

10.03 Access to Producer

The Director shall have the right, subject to his/her availability, to be present and to consult with the Producer throughout the post production period regarding the motion picture. The Director shall be afforded a reasonable opportunity, subject to his/her availability, to screen and discuss the last version of the film before negative cutting or dubbing, whichever occurs first.

10.04 Presentation

- (a) The Director shall prepare the Director's Cut of the film for presentation to the Producer and to the person, if any, designated in the Director's Individual Contract for Services as having final cutting authority, in the ordinary course of business, over the motion picture.
- (b) No one shall be allowed to interfere with the Director during the period of the Director's Cut. There shall be no "cutting behind" the Director as that term is commonly understood in the industry.
- (c) Where a release date must be met in an emergency, the Director's cutting time may be reduced to an amount of time equal to one-half (1/2) the actual time period available for cutting.

10.05 Availability

The Director shall diligently and continuously render his/her services concerning the preparation of the Director's Cut and shall remain reasonably available on the premises during such period, to the extent his/her presence is required.

10.06 Procedure

The Director shall view the assembled sequences as soon as the Editor has assembled them under the Director's instructions during the photography of the motion picture, provided this will not delay the time and preparation of the assemblage of the sequences. If the Director does not give such directions, the Editor may proceed with the assemblage of the sequences without them. The Director shall then make whatever changes he/she deems necessary. The Editor will make no further changes except under the Director's instructions until the completion of the Director's Cut. The Producer shall cause the sequences to be assembled and made available for viewing by the Director promptly after the close of principal photography so that the Director's Cut can be commenced immediately.

10.07 Minimum Time Allowances

Minimum time allowances for the Director's Cut will be:

(a) Feature Films:

- (i) On Feature Films budgeted at One Million Dollars (\$1,000,000) or less, four (4) weeks after completion of assembly.
- (ii) On Feature Films budgeted at Two Million Dollars (\$2,000,000) or less but more than One Million Dollars (\$1,000,000), six (6) weeks after completion of assembly.
- (iii) On Feature Films budgeted at more than Two Million Dollars (\$2,000,000), eight (8) weeks after completion of assembly.
- (iv) If the assemblage of the film is not completed 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 assembly of the film beyond the close of principal photography is caused by the Director.

(b) Television Motion Pictures:

- (i) On television motion pictures having a running time of thirty (30) minutes or less, two (2) weeks after completion of assembly.
- (ii) On television motion pictures having a running time of sixty (60) minutes or less, three (3) weeks after completion of assembly.
- (iii) On television motion pictures having a running time of over sixty (60) minutes, five (5) weeks after completion of assembly.
- (iv) If the assembly is not promptly completed and made available, then when it is completed the Producer shall hold it available for the Director's first availability up to two (2) calendar weeks to permit the Director to prepare the Director's Cut. For the purpose of this Paragraph, the word "promptly" shall be defined as four (4) business days after close of principal photography on a one-half hour (1/2) television motion picture and six (6) business days after close of principal photography on a one hour television motion picture.

10.08 T.V. Exemption

Notwithstanding any other provision of this Agreement, it is understood and agreed that on television motion pictures, the Director's editing privileges may not be exercised where the preparation of any television film for a projected delivery date does not permit the expenditure of any or all the time which would be required by the exercise of the Director's cutting rights.

10.09 Privacy

No one other than the Editor and Editor's immediate staff shall view the completed assembly before the Director or, if the Director so requests, for twenty-four (24) hours after the Director's

initial viewing. The Director may not exhibit the film to anyone else without approval of the Producer.

10.10 Screening

When the Director's Cut is ready, the Director shall screen such cut for the Producer and for the person, if any, designated in the Director's Individual Contract for Services as having final cutting authority, in the ordinary course of business, over the motion picture. The person having final cutting authority shall not delegate such authority for the purpose of avoiding the provisions of this Agreement. During the screenings of the Director's Cut for the Producer and the person, if any, so designated in the Director's Individual Contract for Services, the Director shall be entitled to make such recommendations or suggestions for further changes in the final cut as the results of such screening may indicate.

10.11 Network Editing

- (a) Where a Producer licences a Feature Film for Canadian or foreign television exhibition under a contract which allows the distributor/exhibitor to edit the motion picture for such exhibition, the Producer shall provide in that contract that the distributor/exhibitor shall notify the Director in writing of its intention to edit the motion picture at least six (6) weeks before airing of same. Notice shall be sent to the Director's last known address as provided by the Producer, with a copy to the Guild. The notice shall specify the nature of the editing proposed and a reasonable time and place at which the distributor/network will allow the Director to express his/her view about the proposed editing. It is understood that in all editing authority rests with the distributor/network.
- (b) Where no deletions or additions are made in the motion picture, the word "editing" does not apply, i.e., interruptions for commercial placements, network identification, promotional announcements and the like.

**ARTICLE 11 --LOOPING**

11.01 The looping of dialogue for scenes already photographed and the recording of narration for any motion picture shall be directed by the Director, provided that:

- (a) Such services do not delay the orderly procedure of photography on the motion picture;
- (b) The Director's availability for and the rendition of such services does not increase the normal cost of looping or recording of narration, at the time and place scheduled by the Producer.

11.02 Should the Director be unavailable to attend such looping or narration recordings, as above provided, the Producer shall consult with the Director, about what person is responsible for such loopings and narrations. The final decision in the selection of such person shall remain with the Producer, but the Director shall be given the opportunity to explain to such person his/her ideas about the content and qualities of the work to be done.

**ARTICLE 12--DUBBING**

12.01 The Director, if available, shall participate in considerations about the dubbing of sound and music.

**ARTICLE 13--SCREEN CREDIT**

13.01 The Member assigned the title and functions of Director shall be given screen credit on a separate title card placed at the Director's discretion immediately before or after the body of the motion picture unless otherwise contracted but consistent with current industry practice.

13.02 The form of credit shall be "directed by" followed by the name of the Member.

13.03 On Feature Films and Made For Television Movies the size of the credit to the Director on the screen shall be fifty percent (50%) of the main title or of the largest size in which credit is accorded to any other person, whichever is greater. If requested by the Guild, the Producer shall send the Guild copies of the main and end titles as soon as possible after same are prepared in final form.

13.04 On television episodes or series the size of the credit for Director on the screen shall be no less than forty percent (40%) of the episode or series title, whichever is larger.

13.05 No commercial, promotional or advertising matter, audio or visual, shall appear on or above the Director's card either as background or otherwise.

13.06 The Director's credit shall be in such contrast to the background and/or such colour shall be clearly visible, and shall be of not less than three (3) seconds in the clear. The Director's credit shall not be displayed for a cumulative time less than the "produced by" credit.

13.07 The Producer shall specifically contract with its distributors and the television networks that they shall not change or eliminate the credit of the Director on the position prints.

13.08 The Director has the right to refuse or withdraw his/her name from the motion picture.

13.09 Controversy re: Credit

Where there is any controversy about the directorial credits for a motion picture when more than one (1) Director has performed services, such controversy shall be resolved by the Guild.

**ARTICLE 14--PREVIEW NOTICE**

14.01 On feature motion pictures, the Producer will give the Director five (5) business days advance notice, (to his/her last known address) if possible, of the time and place of all previews. If the Director cannot be reached, the Guild must be notified.

**ARTICLE 15--PUBLIC/PRIVATE SHOWING**

15.01 On all Feature Films covered by this Agreement, the Producer will guarantee at least one (1) public or private showing. The choice of the public preview or private showing shall be within the discretion of the Producer, provided however, that if a private showing is chosen by the Producer it shall be with an audience of sufficient size and diversity to obtain adequate audience reaction.

**ARTICLE 16--PRINT ON RELEASE**

16.01 The Producer agrees, on the written request of the Guild, to make available to the Guild (without cost to the Guild) a suitable copy of such release for screening purposes only for the personal use of the Director. Such copy shall be made available within two (2) weeks after such written request by the Guild. The copy is to be returned to the Producer as soon as possible, but in no event later than ten (10) days after receipt by the Guild. The Guild and the Director will sign any appropriate documents required by the Producer.

16.02 If the Producer goes out of business and there is no successor in title, assignee, transferee or representative, the Producer shall either:

- (a) Deliver to the Guild, without cost to the Guild, a copy of released material of such motion picture; or
- (b) Make other arrangements for such copy to be available to the Guild, on its request, for the screening purposes of the Director as above provided; or
- (c) If such copy is not so available, to permit the Guild to purchase such a copy at cost, to be made from the negative/master of such motion picture, for the purposes above provided. The Guild and the Director will sign any appropriate documents required to accomplish the purposes as above provided.

**ARTICLE 17--PAID ADVERTISING CREDIT**

17.01 The Producer agrees that credit shall be given to the Member assigned the title and functions of Director for direction on all paid advertising issued or prepared by the Producer.

17.02 Copies of these credits as determined, concerning the motion pictures covered hereunder, shall be sent to all the Producer's foreign sales and distribution offices.

17.03 Requirements

In giving such credit on "twenty-four" (24) sheets, the name of the Member who is assigned the title and functions of Director in the Individual Contract for Services shall appear in type not less than five inches (5") in height, and on other forms of advertising said Member's name shall appear in type not less than fifteen percent (15%) of the size of type used for the title of the motion picture in marketing advertising and thirty percent (30%) of the size of type used for the

title of the motion picture in trade paper advertising. The location of the credit shall always be at the discretion of the Producer. In no event shall the minimum Director's credit be less than the minimum credit required to be accorded any other person under the contract entered into by the Producer covering such person apart from top billing.

17.04 Exceptions

None of the foregoing obligations shall apply:

- (a) To group advertising, i.e., where more than one (1) motion picture is advertised.
- (b) To any of the forms of advertising referred to in 17.01, 17.02, and 17.03. However, if the name of any person other than two (2) starring actors is mentioned, the name of the Director shall also be mentioned, with the exception only of congratulatory advertising or award advertising where no one is mentioned other than the person being congratulated or mentioned for the award. In any formal publicity released by the Producer where the name of the picture is mentioned the name of said Member shall also be mentioned.
- (c) To advertisements less than eight column inches (8") in size unless the individual writer or Producer is given credit in such advertisement.
- (d) To "trailer" advertising, as that term is used in the motion picture industry. Notwithstanding the foregoing, if credit is given for film or camera process (such as Panavision, Technicolor or Deluxe) or if the individual Producer or writer is mentioned, the Director's name shall be mentioned.
- (e) To other advertising on the screen, radio or television, not to exceed one (1) minute.
- (f) To special advertising relating only to the source material on which the motion picture is based, or to the author, or any member of the cast, or the individual Producer, or any other personnel concerned in its production, or similar matters.

**ARTICLE 18--PUBLICITY**

- 18.01 In all formal publicity released by Producer for a television motion picture or series in which the name of any person is mentioned, the name of the Member assigned the title and functions of Director shall be mentioned.

**ARTICLE 19-- OTHER MEDIA**

- 19.01 If the Producer shall distribute or license the distribution of any book, phonograph record, record album, audio tape, audio-visual tape or disc, or compact disc of the motion picture or any portion of the motion picture or any music contained in the motion picture hereunder, the restrictions on the use of the term "Director" shall apply to such book, record, tape, or disc and the cover of the album, envelope or container in which the book, record, tape, or disc is contained.

- 19.02 If a general list of motion picture credits is presented on any book, phonograph record, record album, audio tape, audio-visual tape or disc, compact disc, the cover of the album, envelope or container (other than the star and the issuing company), the Director shall be given a credit in such a list.
- 19.03 On any book, phonograph record, record album, audio tape, audio-visual tape or disc, compact disc, record album cover, or envelope or container the Director shall be given credit if credit is accorded to any other person who rendered services or performed in connection with the motion picture on which such other media is based.

**ARTICLE 20 --DISTRIBUTION AGREEMENT**

- 20.01 The Producer shall provide in any contract with a distributor that the distributor shall be bound for the benefit of the Director and the Guild to all the provisions of this Agreement and the Director's Individual Contract for Services relating to credit.

**ARTICLE 21--DIRECTOR'S RATES**

- 21.01 The rate schedules provided in this Appendix apply exclusively to all Individual Contracts for Services where a Member is assigned the title of and performs the functions of a Director. The Director's Individual Contract for Services shall not stipulate a rate less than the minimum rates provided in this Appendix. The general provisions of this Agreement shall apply to such Individual Contract for Services except where the said provisions expressly deviate therefrom.

**ARTICLE 22 --FEATURE FILMS**

- 22.01 For Feature Films the minimum rates for Directors shall be:

<u>Type of Picture</u>	<u>Rate Per Week</u>	<u>Minimum Total Guaranteed Period for Pre-production and Shooting</u>
Any picture budgeted up to and including \$500,000	\$ 3,560	10 weeks
Any picture budgeted in excess of above up to and including \$1,000,000	\$ 4,440	12 weeks
Any picture budgeted in excess of above up to and including \$1,500,000	\$ 5,325	14 weeks
Any picture budgeted over \$1,500,000	\$ 6,210	15 weeks

22.02 Payments

A Director shall be paid in instalments as follows:

- (a) One-third (1/3) on signing,
- (b) One-third (1/3) on commencement of principal photography, and
- (c) One-third (1/3) on completion of principal photography.

22.03 Daily Rate

The minimum daily rate for additional days shall be one-quarter (1/4) of the weekly rate.

**ARTICLE 23 --TELEVISION MOTION PICTURES**

23.01 For Made-for-Television Movies, Mini-Series, and Television Drama Specials, Anthologies, and Pilots (film or tape) the minimum rates for Directors shall be:

<u>Length</u>	<u>Guaranteed Days</u>		<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
	<u>Shooting + Prep.</u>				
1/2 hour	10 days		\$ 9,800	\$11,205	\$11,745
1 hour	20 days		\$19,610	\$22,410	\$23,490
1-1/2 hours	30 days		\$38,595	\$44,110	\$46,230
2 hours	45 days		\$57,890	\$66,160	\$69,345

- (a) For Made-for-Television movies of 2-hour format whose budget is less than 2.5 million dollars, the Director’s minimum rate shall be equal to no less than 3% of the total budget of the production.
- (b) For Made-for-Television movies of 2-hour format whose budget is less than 1 million dollars, the Director’s minimum rate shall be reduced below the minimum of 23.01 (a) with the accord of the Director and the Guild.

23.02 These rates include prep days.

23.03 For a project in excess of one hour to qualify as a television motion picture, the Producer must provide a television contract or other documentation satisfactory to the Guild. In the absence of such documentation, the sum of monies representing the difference between television and feature film rates shall be placed in escrow with the Guild.

23.04 These rates shall also apply to the initial episode of a “spinoff”.

23.05 The minimum daily rate for additional days shall be one-quarter (1/4) of the weekly rate.

**ARTICLE 24 --TELEVISION CONTINUING DRAMAS**

24.01 For Episodic Television Drama Series (film or tape) for continuing dramas the minimum rate for Directors shall be:

<u>Length</u>	<u>Guaranteed Days Shooting + Prep.</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
1/2 hour	10 days	\$ 7,970	\$ 9,290	\$ 9,540
1 hour	18 days	\$16,545	\$18,910	\$19,820

24.02 These rates shall include prep days.

24.03 The minimum daily rate for additional days shall be one-quarter (1/4) of the weekly rate.

**ARTICLE 25 --NON-DRAMA**

25.01 For Game Shows, Variety Specials or Series, Documentaries, Industrials, and Educational the minimum rates for Directors shall be:

Shoot days	\$ 1,130
Prep and editing days	\$ 565

**ARTICLE 26 --COMMERCIALS, MUSIC VIDEOS, AND DAYTIME SOAP OPERAS**

26.01 For Commercials, Music Videos, and Daytime Soap Operas the minimum rate for Directors shall be:

Shoot days	\$ 1,775
Prep and editing days	\$ 565

**ARTICLE 27 --TELEVISION BUYOUT FOR DIRECTORS**

27.01 All minimum rates for Directors of Made-for-Television Movies, Mini Series, TV Drama Specials, Anthologies, Pilots, Episodic Series, TV Game Shows, Variety Specials or Series, Documentaries, Industrials and Educational include one (1) run on Free Television or one (1) Pay Television window in Canada.

27.02 Television Buyouts

- (a) The Producer may acquire unrestricted worldwide rights in perpetuity for additional use beyond the use acquired under Article B27.01 of the Guild Standard Agreement with respect to television motion pictures, only after payment in full of the following percentages of the applicable Director's minimum rate no later than the due date specified.

<u>Type of Use</u>	<u>Buyout Period</u>	<u>Prepayment %</u>	<u>Due Date</u>
All Television Use	In Perpetuity	75%	At time of production
All Television Use	Years 1 - 5	55%	At time of production
	Year 6 of Use	6%	Prior to date of use
	Year 7 of Use	6%	Prior to date of use
	Year 8 of Use	6%	Prior to date of use
	Year 9 of Use	6%	Prior to date of use
	Year 10 of Use	6%	Prior to date of use
Compact Devices	North America in Perpetuity	30%	Prior to date of use
	World (excluding North America) in Perpetuity	30%	Prior to date of use
Compact Devices	Worldwide in Perpetuity	50%	Prior to date of use
All Television Use and Compact Devices	Worldwide in Perpetuity	110%	At time of production
Theatrical Use - Non-Canadian Productions	In Perpetuity	40%	Prior to date of use
Theatrical Use - Canadian Productions	In Perpetuity	20%	Prior to date of use

(b) The payment in full of the Director's minimum rate for low-budget made-for-television movies as per 23.01 (a) and (b) shall acquire for the producer unrestricted worldwide rights in perpetuity for additional use beyond those acquired under article 27.01 of the Guild Standard Agreement.

- 27.03 It shall be mandatory for the Producer to purchase a Television Buyout if the applicable Motion Picture is sixty-one (61) minutes or more in length.
- 27.04 If an applicable Motion Picture is theatrically released, it shall be mandatory for the Producer to purchase a Television Buyout by prior payment to the Director of an amount equal to not less than one hundred percent (100%) of the applicable television rate.
- 27.05 Fees paid for extra shooting days and extra prep days are to be included in computing a Television Buyout.
- 27.06 A Television Buyout not purchased at the time of production of the Motion Picture must be increased by one-half (1/2) if purchased later.
- 27.07 Theatrical Buyouts

Prior to any television exhibition of any Motion Picture which is first theatrically released, the Producer must first purchase a Television Buyout of an amount equal to not less than twenty-five percent (25%) of the Director's Gross Remuneration, thereby entitling the Producer to unlimited world television use for a period of five (5) years, commencing from the date of completion of principal photography, except for any use of the Motion Picture which is subject to any other "buyout". The provisions of paragraphs 3 and 4 above do not apply to this type of Television Buyout.

27.08 When the applicable initial five (5) year Television Buyout period expires, the Producer shall not use the Motion Picture in any manner without prior payment to the Director of an amount equal to not less than ten percent (10%) of the applicable rate, either the applicable television rate or the Director's Gross Remuneration, as the case may be, for each calendar year, in perpetuity, in which any use is made of the Motion Picture, this to be in addition to any other applicable "buyout".

<u>Type of Use</u>	<u>Buyout Period</u>	<u>Prepayment %</u>	<u>Due Date</u>
All Television Use	Years 1 - 5	25%	At time of production
	Each subsequent year of Use	10%	Prior to date of use

TIERS, BUDGETS DEFINED

<u>Type of Motion Picture</u>	<u>Length</u>	<u>Budget in Canadian Funds</u>	<u>Tier</u>
Television Motion Pictures		Under \$4.5 million	Tier 1
		\$4.5 million to \$8 million	Tier 2
		Over \$8 million	Tier 3
Television Series	0-30 minutes	Under \$300,000 per episode	Tier 1
		Over \$300,000-\$500,000 per episode	Tier 2
		Over \$500,000 per episode	Tier 3
Television Series	31-60 minutes	Under \$750,000 per episode	Tier 1
		Over \$750,000-\$1,000,000 per episode	Tier 2
		Over \$1,000,000 per episode	Tier 3
Television Specials	0-30 minutes	Under \$600,000	Tier 1
		Over \$600,00-\$800,000	Tier 2
		Over \$800,000	Tier 3
Television Specials	31-60 minutes	Under \$950,000	Tier 1
		Over \$950,000-\$1,500,000	Tier 2
		Over \$1,500,000	Tier 3

"Television Motion Pictures" include "Made-for-Television Movies" and "Mini-Series".

"Television Series" include "Episodic Television Series",

"Television Specials" include "Anthologies", "Pilots", "Spinoffs", and "Television Drama Specials."

**ARTICLE 28 --ROYALTIES FOR DIRECTORS**

The Director of a pilot, spinoff or initial episode (when there is no pilot) introducing the character(s) shall be entitled to additional royalty payments as follows:

1/2 hour	\$1,000	- 1st production year
1/2 hour	\$ 500	- 2nd production year
1/2 hour	\$ 500	- 3rd production year
1/2 hour	\$ 300	- succeeding years
1 hour	\$2,000	- 1st production year
1 hour	\$1,000	- 2nd production year
1 hour	\$1,000	- 3rd production year
1 hour	\$ 500	- succeeding years
90 minutes or longer	\$3,000	- 1st production year
90 minutes or longer	\$1,500	- 2nd production year
90 minutes or longer	\$1,500	- 3rd production year
90 minutes or longer	\$1,000	- succeeding years

**MINIMUM RATES FOR SECOND UNIT DIRECTORS**

**FOR FEATURE FILMS**

<u>Feature Film Budget</u>	<u>Daily Rate</u>	<u>Weekly Rate</u>
Any picture budgeted up to and including \$500,000	\$ 890	\$ 3,550
Any picture budgeted in excess of above, up to and including \$1,000,000	\$ 1,110	\$ 4,435
Any picture budgeted in excess of above, up to and including \$1,500,000	\$ 1,335	\$ 5,325
Any picture budgeted over \$1,500,000	\$ 1,555	\$ 6,210

Prep days shall be paid at one-eighth (1/8) of Weekly Rate, per day.

**MINIMUM RATES FOR SECOND UNIT DIRECTORS**

**FOR MADE-FOR TELEVISION MOVIES, MINI-SERIES, TELEVISION DRAMA SPECIALS, ANTHOLOGIES, AND PILOTS**

<u>Daily Rate</u>	<u>Weekly Rate</u>
\$1,185	\$4,730

Prep days shall be paid at one-eighth (1/8) of Weekly Rate, per day

**MINIMUM RATES FOR SECOND UNIT DIRECTORS**

**FOR EPISODIC SERIES**

<u>Daily Rate</u>	<u>Weekly Rate</u>
\$995	\$3,975

Prep days shall be paid at one-eighth (1/8) of Weekly Rate, per day.

**APPENDIX “B-2” - RATES AND SPECIAL CONDITIONS FOR PRODUCTION PERSONNEL**

**ARTICLE 1 MINIMUM RATES OF COMPENSATION FOR PRODUCTION DEPARTMENT PERSONNEL**

1.01 For Feature Films, Made-for Television Movies, and Television Dramas and Series, the minimum rates of compensation shall be:

<u>Classification</u>	<u>Daily</u>	<u>“On Call” 5-Day Week</u>
Production Manager	\$ 485	\$1,935
Trainee Production Manager	\$ 360	\$1,440
Production Accountant		
Tier A	\$575	\$2,500
Tier B	\$520	\$2,080
Tier A TMP	\$520	\$2,080
Tier C	\$495	\$1,975
Tier B TMP	\$495	\$1,975
Tier D	\$470	\$1,875
Tier C TMP	\$470	\$1,875
Tier E	\$470	\$1,875
Tier D & E TMP	\$470	\$1,875
1 <sup>st</sup> Assistant Accountant (General)		
Tier A	\$390	\$1,555
Tier B	\$335	\$1,340
Tier A TMP	\$335	\$1,340
Tier C	\$325	\$1,300
Tier B TMP	\$325	\$1,300
Tier D	\$300	\$1,190
Tier C TMP	\$300	\$1,190
Tier E	\$270	\$1,080
Tier D & E TMP	\$270	\$1,080
1 <sup>st</sup> Assistant Accountant (Payroll)		
Tier A	\$380	\$1,515
Tier B	\$325	\$1,300
Tier A TMP	\$325	\$1,300

Tier C	\$315	\$1,255
Tier B TMP	\$315	\$1,255
Tier D	\$295	\$1,150
Tier C TMP	\$295	\$1,150
Tier E	\$260	\$1,040
Tier D & E TMP	\$260	\$1,040

2<sup>nd</sup> Assistant Accountant

Tier A	\$260	\$1,040
Tier B	\$260	\$1,040
Tier A TMP	\$260	\$1,040
Tier C	\$260	\$1,040
Tier B TMP	\$260	\$1,040
Tier D	\$235	\$940
Tier C TMP	\$235	\$940
Tier E	\$235	\$935
Tier D & E TMP	\$235	\$935

3<sup>rd</sup> Assistant Accountant

Tier A	\$210	\$835
Tier B	\$210	\$835
Tier A TMP	\$210	\$835
Tier C	\$210	\$835
Tier B TMP	\$210	\$835
Tier D	\$210	\$835
Tier C TMP	\$210	\$835
Tier E	\$190	\$750
Tier D & E TMP	\$190	\$750

Trainee Assistant  
Accountant

Tier A	\$160	\$625
Tier B	\$160	\$625
Tier A TMP	\$160	\$625
Tier C	\$160	\$625
Tier B TMP	\$160	\$625
Tier D	\$160	\$625
Tier C TMP	\$160	\$625
Tier E	\$160	\$625
Tier D & E TMP	\$160	\$625

**TIERS, BUDGETS DEFINED For Accounting Department Only**

<b><u>Type of Motion Picture</u></b>	<b><u>Length</u></b>	<b><u>Budget in Canadian Funds</u></b>	<b><u>Tier</u></b>
Theatrical Motion Pictures		\$8,800,000 and over	Tier A
		\$4,900,000 - \$8,799,999	Tier B
		\$3,000,000 - \$4,899,999	Tier C
		\$1,750,000 - \$2,999,999	Tier D
		Under \$1,750,000	Tier E
Television Motion Pictures (TMP)		Over \$6 million	Tier A
		\$4,500,000 - \$5,999,999	Tier B
		\$2,500,000 - \$4,499,999	Tier C
		\$1,750,000 - \$2,499,999	Tier D
		Under \$1,750,000	Tier E
Television Series	0-30 minutes	\$880,000 and over	Tier A
		\$640,000 - \$879,999	Tier B
		\$440,000 - \$639,999	Tier C
		\$320,000 - \$439,999	Tier D
		Under \$320,000	Tier E
Television Series	31-60 minutes	\$1,400,000 and over	Tier A
		\$1,100,000 - \$1,399,999	Tier B
		\$775,000 - \$1,099,999	Tier C
		\$500,000 - \$774,999	Tier D
		Under \$500,000	Tier E
Mini-Series	per 120 minutes	\$5,500,000 and over	Tier A
		\$4,000,000 - \$5,499,999	Tier B
		\$3,000,000 - \$3,999,999	Tier C
		\$2,000,000 - \$2,999,999	Tier D
		Under \$2,000,000	Tier E

Television Motion Pictures ( includes "Television Motion Picture", "Direct to Video", "Made-for-Television Movies" and "Mini-Series")

Television Series – 1 hour episode (includes "Pilots", "Spinoffs", "Television Drama Specials", "Variety Specials")

Television Series One-half hour episode\* (includes "Anthologies", "Episodic Television Series", "Serials", "Variety Series")

Mini-Series (per each 2 hours of broadcast time)

(6th day at 1-1/2 times the daily rate)

(7th day at 2 times the daily rate)

- 1.02 Partial Work Week. Where a Member is engaged on an “On-Call” basis, in an initial or final partial work week of five (5) days or less, the workdays shall be pro-rated at one-fifth (1/5) of minimum rate of compensation; provided, however, that for any five (5) consecutive work days, a Member shall be paid not less than the scheduled minimum weekly rate of compensation.

## ARTICLE 2 SCREEN CREDITS

- 2.01 The Producer shall give credit in a “prominent place” on all positive prints of each motion picture, to Production Managers rendering their services for the production.

The term “prominent place” means no less than a separate card, or its equivalent in a crawl, shared by not more than four (4) names, placed either:

- (a) in the main titles or;
- (b) as the first credits following the conclusion of the film.

If there are no credits in the main titles, then a “prominent place” shall mean no less than a separate card, or its equivalent in a crawl, shared by no more than four (4) names. The only “technical” credits which may receive a more prominent place shall be those of the Director of Photography, the Art Director, and the Film Editor.

The order of the names on such card or such crawl shall be the Production Manager in the first (1st) position, the First Assistant Director in the second (2nd) position, the Second Assistant Director in the third (3rd) position, and the Location Manager in the fourth (4th) position and such 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.

On a motion picture photographed in whole or in part in a foreign country on which the Producer employs any Production Manager subject to this Agreement and any Production Manager not subject to this Agreement, if the Production Manager subject to this Agreement works on such a production less than fifty percent (50%) of the shooting days, s/he will receive screen credit, either on a card immediately following the credit given the foreign Production Manager or with the credits for the Canadian crew.

Nothing herein shall preclude any of the Members from negotiating credit provisions more favourable than those specified herein.

In the event of a dispute as to the persons to be accorded credit or the manner of giving credit, the matter shall be submitted to the Guild for determination.

- 2.02 On Feature Films and Made-for Television Movies, the Producer agrees to give all Members screen credits for services rendered. On episodic or series television productions, the credits for Trainee Production Manager shall be at the Producer’s discretion, unless specified otherwise in the Member’s Deal Memo or Personal Services Contract.

**APPENDIX “B-3” - RATES AND SPECIAL CONDITIONS FOR ART DEPARTMENT  
PERSONNEL**

**ARTICLE 1 MINIMUM RATES OF COMPENSATION FOR ART DEPARTMENT PERSONNEL**

1.01 For Feature Films, Made-for Television Movies, and Television Dramas and Series, the minimum rates of compensation shall be:

Minimum rates for a 5-day Work Week:

<u>Category</u>	<u>Daily</u>	<u>2008 Weekly</u>
Production Designer	as per APFTQ Collective Agreement	
Art Director (as Head of Department)	as per APFTQ Collective Agreement	
Art Director (under a Production Designer)	as per APFTQ Collective Agreement	
1 <sup>st</sup> Assistant Art Director/ Set Designer/Draughtsman	\$345	\$1,385
2 <sup>nd</sup> Assistant Art Director	\$265	\$1,050
3 <sup>rd</sup> Assistant Art Director	\$205	\$ 805

1.02 Partial Work Week. Where a Member is engaged on an “On-Call” basis, in an initial or final partial work week of five (5) days or less, the workdays shall be pro-rated at one-fifth (1/5) of minimum rate of compensation; provided, however, that for any five (5) consecutive work days, a Member shall be paid not less than the scheduled minimum weekly rate of compensation.

**ARTICLE 2 SCREEN CREDITS**

2.01 The Producer shall give credit in a “prominent place” on all positive prints of each motion picture, to the Production Designer and Art Director rendering their services for the production.

The term “prominent place” means no less than a separate card, or its equivalent in a crawl, on motion pictures made for theatrical exhibition and all “long form” motion pictures made for television exhibition, such as “mini-series” or “movie of the week”, excluding “short form” television series, means single card credit, whether it appears in the main credits or end titles. The only “technical” credit to receive a more prominent placement is that of the Director of Photography.

Specifically, the Producer agrees to provide Art Directors single card screen credit adjacent to the Director of Photography when the Director of Photography’s credit is also “up front” on all theatrical and “long form” (more than sixty (60) minutes) television productions.

On “short form” productions, the only technical credit which shall receive more prominent placement is that of the Director of Photography.

On a motion picture photographed in whole or in part in a foreign country which the Producer employs both Production Designers and/or Art Directors subject to this Agreement and Production Designers and/or Art Directors not subject to this Agreement, if either the Production Designer or Art Director subject to this Agreement works on such a motion picture less than fifty percent (50%) of the shooting days, s/he will receive screen credit, either on a card immediately following the credit given the foreign Production Designer or Art Director or with the credits for the Canadian crew.

Nothing herein shall preclude any of the Members from negotiating credit provisions more favourable than those specified herein.

In the event of a dispute as to the persons to be accorded credit or the manner of giving credit, the matter shall be submitted to the Guild for determination.

**GENERAL RATES FOR ALL PERSONNEL IN PRODUCTION, ACCOUNTING, AND ART DEPARTMENTS**

OVERTIME

After Sixteen (16) Hours of Work, based on one hour increments

DAILY RATED  
(contracted rate X 1/8 X 2)

WEEKLY RATED  
(contracted rate X 1/40 X 2)

TURNAROUND & HOLIDAYS & DISTANT LOCATION

Turnaround or rest period of ten (10) hours free from work between Work periods, penalty for encroachment

DAILY RATED  
(contracted rate X 1/8 X 2)

WEEKLY RATED  
(contracted rate X 1/40 X 2)

6th consecutive day worked at 1/5 X 1-1/2 X contracted Weekly rate

7th consecutive day worked at 1/5 X 2 X contracted Weekly rate

Days off on distant locations at 1/5 X contracted Weekly rate

Statutory holidays worked at an ADDITIONAL 1/5 X 1-1/2 X contracted Weekly rate

PER DIEMS (ALL DGC CLASSIFICATIONS)

Per diem allowance to be \$75 per day, calculated on the basis of:

Breakfast	\$10
Lunch	\$20
Dinner	\$30
Incidentals	\$15

RETIREMENT PAY

Producer pays 6% of each Guild Member's gross remuneration.

HEALTH & WELFARE

Producer pays 3% of each Guild Member's gross remuneration.

PRODUCER'S LEVY

Producer pays 3% of each Guild Member's and Permittee's gross remuneration.

WORKER'S COMPENSATION

Producer pays all Worker's Compensation payments for all Guild Members and Permittees as prescribed by Law.

ANNUAL VACATION - ALL GUILD CATEGORIES INCLUDING DIRECTORS

Producer shall pay to all Guild Members and Permittees a premium of 6% of their remuneration as or in lieu of annual vacation pay.

MEMBER'S CHECK-OFF

Producer deducts and remits to Guild 2% of each Guild Member's and Permittee's gross remuneration.

PERMIT FEES

The Producer pays to The Guild One Hundred Fifty Dollars (\$150) per week of engagement of Canadian citizens and permanent residents and Two Hundred Fifty dollars (\$250) per week of engagement of non-Canadian persons.

**APPENDIX "C"**  
**DIRECTORS GUILD OF CANADA INC., QUEBEC DISTRICT COUNCIL**  
**DEAL MEMO**  
**DIRECTOR and SECOND UNIT DIRECTOR**

Name: \_\_\_\_\_ SIN #: \_\_\_\_\_

Type of Engagement (check one):    Personal Services \_\_\_\_\_  
   Employee \_\_\_\_\_  
   Loanout Corp. \_\_\_\_\_

Loanout Corporation: \_\_\_\_\_ GST #: \_\_\_\_\_

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

Tel #: \_\_\_\_\_ CORP #: \_\_\_\_\_

Base Rate of Pay (specify per week, per day, or production period): \_\_\_\_\_

Amount of Buyout (additional to Base Rate): \_\_\_\_\_

Start Date: \_\_\_\_\_ Finish Date: \_\_\_\_\_

Guaranteed Period (specify weeks or days): \_\_\_\_\_

Additional Terms for Extra Work Outside Guaranteed Periods or Extra Days:

- (a) Length of Engagement \_\_\_\_\_
- (b) Rate of Pay \_\_\_\_\_ Daily \_\_\_\_\_ Weekly \_\_\_\_\_
- (c) Other Terms \_\_\_\_\_

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

Type of Motion Picture (check applicable item):

<input type="checkbox"/> FEATURE FILM	<input type="checkbox"/> TELEVISION MOTION PICTURE	<input type="checkbox"/> TELEVISION SERIES	<input type="checkbox"/> OTHER
Theatrical Release	Made-for Television, Mini-series, Television Drama Specials, Anthologies, Pilots	Episode Numbers: _____ _____ _____	<input type="checkbox"/> Music Video <input type="checkbox"/> Educational <input type="checkbox"/> Documentary <input type="checkbox"/> Variety/Game <input type="checkbox"/> Commercial/Soaps <input type="checkbox"/> Industrial

Budget and Length of Motion Picture (check both):

- |  |  |
|--|--|
| <input type="checkbox"/> under \$500,000           | <input type="checkbox"/> 1/2 hour        |
| <input type="checkbox"/> \$500,000 - \$1,000,000   | <input type="checkbox"/> 1 hour          |
| <input type="checkbox"/> \$1,000,000 - \$1,500,000 | <input type="checkbox"/> 1-1/2 hours     |
| <input type="checkbox"/> more than \$1,500,000     | <input type="checkbox"/> 2 hours or more |

Additional terms, such as credit, vehicle expenses, travel expenses, additional per diem, danger pay, etc.: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned hereby authorizes the Producer to check-off or deduct in accordance with Article 10.07 of the 2001 Guild Standard Agreement ("GSA") two per cent (2%) of gross remuneration weekly, and in accordance with Article 10.04 permit fees, and remit same to the Guild. All of the provisions of this Deal Memo are subject to and must provide no less than the terms and conditions of the GSA and any applicable letter of variance and all of the provisions of said GSA and letter of variance shall be deemed to be incorporated into this Deal Memo as if set forth in full herein in writing.

The parties have agreed that this Deal Memo be drafted in the English language.  
Les parties sont d'accord que cette entente soit rédigée dans la langue anglaise.

ACCEPTED AND AGREED:

_____	_____
Signature of Guild Member	Print Name of Production Company
_____	_____
Print Name of Guild Member	Signature of Producer's Authorized Rep.
_____	_____
Date: _____	Print Name of Producer's Authorized Rep.
_____	_____
Date: _____	Date: _____



The parties have agreed that this Deal Memo be drafted in the English language.

Les parties sont d'accord que cette entente soit rédigée dans la langue anglaise.

ACCEPTED AND AGREED:

\_\_\_\_\_  
Print Name of Production Company

\_\_\_\_\_  
Signature of Guild Member

\_\_\_\_\_  
Signature of Producer's Authorized Rep.

\_\_\_\_\_  
Print Name of Guild Member

\_\_\_\_\_  
Print Name of Producer's Authorized Rep.

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

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



The Guild confirms that the above-named person is permitted to work, at the sole discretion of the Guild on all or part of the production presently known as“\_\_\_\_\_”.

For the Guild\_\_\_\_\_

Original for the Guild and copies for the Producer and the Applicant.



— I am a member in good standing of United Scenic Artists ("UNSCA") and request that my engagement be subject to the current UNSCA collective bargaining agreement; or

— I am not a member in good standing of either the DGA, BECTU, U.S. IATSE or UNSCA and request that my engagement be subject to the terms and conditions of the Directors Guild of Canada Inc., Quebec District Council Guild Standard Agreement ("GSA") and I agree to the Guild's administration charge of 2% being deducted from my gross remuneration and remitted by the Producer to the Guild on a weekly basis in accordance with Article 10.07 of the GSA.

I understand that the Guild may require me to present documented proof of my membership in the DGA, BECTU, U.S. IATSE or UNSCA if I so elect to be engaged subject to the terms and conditions of the collective bargaining agreement of such organization. In that regard, I also understand and agree that I shall neither be subject to the Grievance and Arbitration procedures provided in the collective agreement of the Guild nor have recourse to the Bond held by the Guild.

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

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

The Guild confirms that the above-named person is permitted to work at the sole discretion of the Guild on all or part of the production presently known as:

"\_\_\_\_\_".

For the Guild:\_\_\_\_\_

Original for the Guild and copies for the Producer and the Applicant.

**CHECKLIST OF REQUIRED DOCUMENTS**

Name of Production Company: \_\_\_\_\_

Name of Motion Picture: \_\_\_\_\_

1.     ARTICLE 7.02     Proof of Workers' Compensation Coverage, for all Members engaged as employees, noting registration number.
  
2.     ARTICLE 10.04    Work Permit applications duly signed by all non-Guild members.
  
3.     ARTICLE 10.10    Production Information, including a list of all Members and classifications (Crew Lists).

Name of the Producer: \_\_\_\_\_

Name of the Executive Producer: \_\_\_\_\_

Name of the Associate Producer: \_\_\_\_\_

Name of the Line Producer: \_\_\_\_\_

Address of the Head Office: \_\_\_\_\_

Address of the Registered Office: \_\_\_\_\_

Address of the Production Office: \_\_\_\_\_

Tentative Studio and Shooting Location(s): \_\_\_\_\_

4.     ARTICLE 22.02     Deal Memos for all Members.
  
5.     ARTICLE 27.08     Proof of Performance Bond, i.e., Certified Cheque.

COPY OF EACH OF THE ABOVE DOCUMENTS SHALL BE FORWARDED IMMEDIATELY UPON EXECUTION TO THE GUILD OFFICE