

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

EFFECTIVE: APRIL 1, 2009 — MARCH 31, 2012

TABLE OF CONTENTS

Preamble..... 1

ARTICLE 1 - DEFINITIONS 2

 Terms to be Given Common Industry Meaning 2

 Business Day Defined 2

 Cable Television Defined..... 2

 Compact Device Defined..... 2

 DGC Defined 2

 Domestic Run Defined..... 2

 Employee Defined 2

 Employer Defined..... 3

 Episode Defined 3

 Free Television Defined..... 3

 High Budget Defined 3

 Loan-Out Company Defined..... 3

 Made-for-Television Movie (MOW) Defined..... 3

 Member Defined 3

 Mini-Series Defined 3

 Motion Picture Defined 3

 Network Television Defined..... 4

 Over-Scale Defined 4

 Pay Television Defined..... 4

 Permittee Defined..... 4

 Person Defined..... 4

 Pilot Defined 4

 Production Defined 5

 Second Unit Defined..... 5

 Series Defined 5

 Syndicated Television Defined 5

 Theatrical Defined 5

 Uses Defined..... 5

ARTICLE 2 - RECOGNITION OF UNION AND SCOPE OF THIS AGREEMENT 6

 Recognition of Bargaining Unit 6

 Territorial Jurisdiction and Application of this Agreement 6

 Scope of Agreement..... 6

 Future Negotiations on Scope of Agreement..... 7

 Resolution of Jurisdictional Disputes 7

ARTICLE 3 - PROTECTION OF BARGAINING AUTHORITY AND BARGAINING
UNIT WORK..... 8

 Agreement Binding on Union, Employer, their Successors, *etc.*..... 8

 Conflicting Agreements 8

 Notification of Change of Name or Address 8

 Bargaining Unit Work..... 8

 Subcontracting..... 9

 Union Access to Studio or Location..... 9

ARTICLE 4 - APPLICABLE LEGISLATION.....	10
Laws of British Columbia Apply	10
No Employer Discrimination	10
Employer's Workers' Compensation Obligations	10
Severability and Replacement of Invalid Provisions	10
ARTICLE 5 - MANAGEMENT'S RIGHTS.....	11
Reserved Management Rights	11
Employer Rules	11
No Demotions as Disciplinary Measure or Requirement to Retire Due to Age	11
ARTICLE 6 - UNION SECURITY	12
Good Standing.....	12
Assignment of Wages.....	12
ARTICLE 7 - HIRING	14
Hiring Rules	14
Work Permits	14
Approval by the Union	15
Non-Member Not to be Hired Without Union Approval	15
Displacement or Work Permit Fee.....	15
Termination of Employment for Failure to Remit Displacement or Work Permit Fee.....	15
Alternate Arrangements.....	16
Co-Production Treaties.....	16
No Requirement to Furnish Services or Equipment.....	16
ARTICLE 8 - STRIKES AND LOCKOUTS	17
No Strikes or Lockouts During Term of Agreement.....	17
Employee May Refuse to Cross Picket Lines	17
ARTICLE 9 - CONSULTATION	18
Production Notice	18
Pre-Production Conference	18
Consultation Committee to be Established upon Request.....	18
Production Records	18
ARTICLE 10 - GRIEVANCE AND ARBITRATION	19
Direct Discussions of Problems arising at the Work-Site.....	19
Statement of Policy.....	19
Grievances Defined	19
Grievance Procedure.....	20
Arbitration	20
Rights and Duties of Arbitrators.....	20
Consequence of Failure to Meet Time Limits	21
Costs	21
Grievance Investigation and Recommendation Procedure.....	21
ARTICLE 11 - DGC CREWING.....	22
Director Required	22

Crewing	22
Order of Hire.....	22
Responsibility of Category Head	22
Preparation and Completion Time	23
Trainees	23
Duties not Assigned Outside Classifications	23
Location Scout.....	23
Production Assistant.....	23
Additional Photography	24
Dual Capacity	24
 ARTICLE 12 - CLASSIFICATIONS	 25
Directors	25
Production Management	25
Assistant Direction.....	26
Location Management.....	27
Production Assistants	27
General.....	27
 ARTICLE 13 - DEAL MEMO	 28
Deal Memo Required.....	28
Application to Existing Deal Memos	28
Provisions of Deal Memo Subject to Grievance and Arbitration	28
 ARTICLE 14 - NOTICE OF LAY-OFF OR POSTPONEMENT	 29
Lay-Off Defined	29
Notice of Lay-Off.....	29
Discharge	29
Replacement Pay	30
<i>Force Majeure</i>	30
Recall for Services.....	31
 ARTICLE 15 - REGULAR WORK DAY AND OVERTIME	 32
Extended Work Day Premiums.....	32
Hourly Base Rate Defined	33
Over-Scale Rates	33
Stand-By Calls.....	33
Cancellation — Daily Employees.....	34
Weather Cancellation — Daily Employees	34
Regular Work Week	34
Work Performed on the 6 th and 7 th Consecutive Days.....	34
Shifting the Work Week	35
Partial Work Week.....	36
Dailies, Production Meetings and Surveys	36
 ARTICLE 16 - MEALS.....	 37
Craft Service.....	37
Meal Periods.....	37
Meals and Meal Allowances	37
French Hours Defined	38
French Hours.....	38

ARTICLE 17 - REST PERIODS	39
Daily Turnaround	39
Weekly Turnaround	39
Working Outside Studio Zone.....	39
Encroachment on Turnaround	39
ARTICLE 18 - HOLIDAYS.....	40
Holidays.....	40
Holidays not Worked	40
Holidays Worked	41
Holidays and a Guaranteed Period of Employment.....	41
ARTICLE 19 - FRINGE BENEFIT FUNDS	42
GST	42
Gross Salary or Wages Defined	42
Vacation Entitlement and Pay	42
Health and Welfare Fund.....	42
Retirement Fund.....	42
Contract Administration and Training Fund	43
Remittance	43
Reallocation of Contributions.....	43
BC - CFTPA Contract Administration Fee	43
Television Series Incentive.....	44
ARTICLE 20 - WAGES.....	45
Schedule of Minimum Pay Rates.....	45
Working Wage Rates.....	45
Wages to Loan-Out Companies	45
Pay Adjustment for Work in Higher Classifications.....	45
Pay for Work in Lower Classifications	45
ARTICLE 21 - PAYMENT OF WAGES	46
Payroll Period	46
Pay Day	46
Medium of Wage Payment	46
Payroll Service.....	46
Termination Pay	47
Time-Keeping	47
Records	47
Security Against Wages	47
Financial Difficulties and Payroll Failures	47
ARTICLE 22 - TRAVELLING CONDITIONS, REPORT ZONE AND MEAL ALLOWANCES.....	49
Studio Zone - Local	49
Studio Zone - Distant.....	50
Alternate Studio Zones	50
Local Hires.....	50
Distant Location.....	50
Transportation	50
Accommodation and Transportation Standards.....	51

Per Diem Allowance	51
Hold-Over on Distant Location.....	51
Travel out of Canada	51
Travel Insurance.....	51
Parking	52
Vehicle Allowance	52
More Favourable Terms	52
ARTICLE 23 - LEAVES OF ABSENCE	53
Illness, Medical and Union Leave	53
General.....	53
Leave of Absence Provided by Law	53
ARTICLE 24 - SAFETY	54
Employer Responsibility	54
Employee Prerogative	54
Safety Representative	54
Safety Equipment	54
Weather Conditions	54
Medical Attention and Hospitalization.....	54
Reporting of Accidents, Medical Attention and Hospitalization	55
Discussion of New Devices	55
ARTICLE 25 - SPECIALIZED WORK.....	56
Specialized Work Insurance	56
Use of Animals	56
Emergency Medical Care Person	56
ARTICLE 26 - CREDITS	57
Director's Credit.....	57
Credit.....	57
Employee Discharged for Cause	57
Credit to be Legible	57
Failure to Provide Credit.....	58
DGC Logo	58
ARTICLE 27 - GENERAL PROVISIONS.....	59
Entire Agreement.....	59
Release and Indemnification	59
Duration of Protection.....	59
Employee's Right to Refuse to Perform.....	59
Low Budget Features	60
Enabling Provisions	60
Prior Obligation to DGC.....	60
Notice	60
Legislation	61
Currency	61
Residency Information for Production Incentives.....	61

ARTICLE 28 - TERM OF AGREEMENT	62
Term	62
Effective Date	62
Authority	62
ARTICLE 29 - APPENDICES INCORPORATED	63

APPENDIX "A"

WAGE SCALES AND SPECIAL CONDITIONS FOR DIRECTORS

ARTICLE A-1 DIRECTOR..... 1
 Director..... 1
 Additional Director 1
 Start Date 1

ARTICLE A-2 SECOND UNIT WORK..... 2
 Second Unit Photography..... 2
 Consultation With Second Unit Director 2
 Second Unit Work on a Weekly or Daily Basis 2
 Preparation Time 2

ARTICLE A-3 DISCLOSURE BEFORE EMPLOYMENT..... 3
 Employer Gives Information 3

ARTICLE A-4 CONSULTATION AFTER EMPLOYMENT..... 3
 Artistic and Creative Direction 3
 Budget Review Prior to Signoff..... 4
 Attendance at Casting Sessions..... 4
 Special Photography and Processes..... 4
 Employer's Decision Final 4

ARTICLE A-5 SCRIPT 4
 Delivery of Script 4
 Script Changes 5

ARTICLE A-6 PRIVATE FACILITY..... 5
 Employer to Provide 5
 Description of Office 5

ARTICLE A-7 DAILIES/RUSHES 5
 Dailies/Rushes..... 5

ARTICLE A-8 DIRECTOR'S CUT 6
 Responsibility of Director 6
 Employer's Cost 6
 "Hotline" 6
 Technological Change 6
 Procedure 7
 Limited Viewing 7
 Protection 7
 Length of Time for Director's Cut..... 7
 Screening 8
 Right to Consult 8
 No Additional Compensation for Cutting Time..... 8

ARTICLE A-9 ADDITIONAL WORK..... 9
 Additional Work 9

Additional Work on a Weekly or Daily Basis	9
Preparation Time for Additional Work.....	9
Looping.....	9
Dubbing	9
Consultation.....	10
ARTICLE A-10 CREDIT FOR DIRECTORS OF THEATRICAL	
MOTION PICTURES	10
Form of Director's Credit.....	10
Screen Credit.....	10
Duration and Visibility of Screen Credit	10
Credit in Paid Advertising	10
Exceptions	11
Compact Devices	11
Sound Track Recordings and Books	11
Pseudonym	12
Better Conditions	12
Assumption of Obligations	12
ARTICLE A-11 CREDIT FOR DIRECTORS OF TELEVISION	
MOTION PICTURES	12
Form of Director's Credit.....	12
Screen Credit.....	13
Duration of Visibility of Director's Screen Credit	13
Director's Credit if Released Theatrically	13
Director's Credit if Released on Compact Devices	13
Pseudonym	13
Better Conditions	13
Assumption of Obligations	14
ARTICLE A-12 PREMIERES	14
Notice	14
ARTICLE A-13 COPY OF MOTION PICTURE	14
Copy of Print.....	14
ARTICLE A-14 COMPENSATION.....	15
Compensation	15
Pay Day	15
ARTICLE A-15 MINIMUM WAGES FOR THEATRICAL	
MOTION PICTURES	15
Theatrical Productions.....	15
Additional Use Payments	16
TV Re-Use.....	16
Compact Device Use	17
All Media Use	17
Series Bonus	18
Screenplay Development	18

ARTICLE A-16 MINIMUM WAGES FOR TELEVISION	
MOTION PICTURES	19
Minimum Wages.....	19
Television Units – Movies-of-the-Week, Drama Specials, Mini-Series, Pilots, Spinoffs	19
Television Series	20
Additional Use Payments	21
TV Re-Use.....	21
Purchase of TV Re-Use After Production	21
Pilots and <i>De Facto</i> Pilots	22
Compact Device Use.....	22
All Media Use	22
Limited Theatrical Use.....	23
Full Theatrical Conversion.....	24
Series Sales Bonus	24
Teleplay Development.....	24
ARTICLE A-17 ADDITIONAL USE.....	25
Definitions.....	25
Additional Use	25
Theatrical Motion Pictures	26
Television Motion Pictures.....	27
Non-Payments.....	29
Excerpt from a Motion Picture	29
Assumption Agreement	29
ARTICLE A-18 TERMINATION OF DIRECTOR'S DEAL MEMO.....	30
<i>Force Majeure</i> , Postponement or Termination	30
Cancellation of the Motion Picture	30
Guaranteed Period of Employment – "Pay or Play".....	30
Replacement	31
Emergency Substitution.....	31
Guaranteed Period for Substituting the Director	31
ARTICLE A-19 FINANCIAL OBLIGATIONS.....	31
Effective Duration	31

APPENDIX "B"

WAGE SCALES

FOR THEATRICAL MOTION PICTURES BUDGETED AT 20 MILLION
DOLLARS OR MORE..... 1
Production Manager 1
Assistant Directors..... 1
Location Managers 1

FOR THEATRICAL MOTION PICTURES BUDGETED AT 20 MILLION
DOLLARS OR LESS AND ALL TELEVISION PRODUCTIONS 2
Production Manager 2
Assistant Directors..... 2
Location Managers 2

LOCATION SCOUT RATE 3

PRODUCTION ASSISTANT RATES 3

APPENDIX "C" - LIST OF INDIVIDUALS, PERSONS, PARTNERSHIPS FIRM, OR
CORPORATIONS BOUND BY AGREEMENT

APPENDIX "D" - ASSUMPTION AGREEMENT

SCHEDULE "A-1" - STANDARD FORM - DIRECTOR DEAL MEMO

SCHEDULE "A-2" - STANDARD FORM - DEAL MEMO - PRODUCTION MGR.,
LOCATION MGR., ASST. DIRECTOR & PROD. ASSISTANT

SCHEDULE "B-1" - WORK PERMIT APPLICATION FOR CANADIAN CITIZENS AND
PERMANENT RESIDENTS

SCHEDULE "B-2" - WORK PERMIT APPLICATION FOR NON-CANADIANS

SCHEDULE "C" - PRODUCTION NOTICE

SCHEDULE "D" - ACCEPTANCE AGREEMENT

**SIDELETTER NO. 1 - LIST OF NEGOTIATING PRODUCERS WHO MAY EXECUTE A
STANDARD FORM GUARANTEE LETTER**

- *STANDARD FORM GUARANTEE LETTER NO. 1*

- *STANDARD FORM GAURANTEE LETTER NO. 2*

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

SIDELETTER NO. 3 - INDUSTRY HEALTH PLAN (Deleted)

SIDELETTER NO. 4 - INCENTIVES FOR QUALIFYING PRODUCTIONS

SIDELETTER NO. 5 - PRODUCTIONS MADE FOR NEW MEDIA

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

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

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

ARTICLE 1 — DEFINITIONS

Terms to be Given Common Industry Meaning

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

Business Day Defined

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

Cable Television Defined

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

Compact Device Defined

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

DGC Defined

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

Domestic Run Defined

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

Employee Defined

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

Employer Defined

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

Episode Defined

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

Free Television Defined

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

High Budget Defined

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

Loan-Out Company Defined

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

Made-for-Television Movie (MOW) Defined

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

Member Defined

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

Mini-Series Defined

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

Motion Picture Defined

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

Network Television Defined

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

Over-Scale Defined

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

Pay Television Defined

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

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

Permittee Defined

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

Person Defined

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

Pilot Defined

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

Production Defined

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

Second Unit Defined

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

Series Defined

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

Syndicated Television Defined

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

Theatrical Defined

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

Uses Defined

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

ARTICLE 2 — RECOGNITION OF UNION AND SCOPE OF THIS AGREEMENT

Recognition of Bargaining Unit

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

Territorial Jurisdiction and Application of this Agreement

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

Scope of Agreement

- 2.3 This Agreement applies to Employees of Employers engaged in the production of theatrical or other motion pictures, episodic television series (including pilots), mini-series and made-for-television movies (MOWs) for exhibition on ABC, CBS, NBC, and other television networks as well as for cable television, syndicated television, pay television, compact device distribution and to productions made for the Internet, mobile devices or any other 'new media' platform known as of July 5, 2009. The provisions of this Agreement apply equally to a first unit and

additional units. This Agreement does not apply to animation nor to 'Experimental New Media Productions' as defined in Paragraph C of the Sideletter re: Productions Made for New Media.

Future Negotiations on Scope of Agreement

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

Resolution of Jurisdictional Disputes

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

ARTICLE 3 — PROTECTION OF BARGAINING AUTHORITY AND BARGAINING UNIT WORK

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

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

Conflicting Agreements

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

Notification of Change of Name or Address

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

Bargaining Unit Work

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

that work customarily and usually performed by persons not in the bargaining unit.

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

Subcontracting

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

Union Access to Studio or Location

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

ARTICLE 4 — APPLICABLE LEGISLATION

Laws of British Columbia Apply

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

No Employer Discrimination

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

Employer's Workers' Compensation Obligations

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

Severability and Replacement of Invalid Provisions

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

ARTICLE 5 — MANAGEMENT’S RIGHTS

Reserved Management Rights

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

Employer Rules

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

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

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

ARTICLE 6 — UNION SECURITY

Good Standing

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

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

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

Assignment of Wages

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

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

ARTICLE 7 — HIRING

Hiring Rules

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

Work Permits

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

Approval by the Union

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

Non-Member Not to be Hired Without Union Approval

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

Displacement or Work Permit Fee

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

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

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

Alternate Arrangements

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

Co-Production Treaties

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

No Requirement to Furnish Services or Equipment

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

ARTICLE 8 — STRIKES AND LOCKOUTS

No Strikes or Lockouts During Term of Agreement

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

Employee May Refuse to Cross Picket Lines

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

ARTICLE 9 — CONSULTATION

Production Notice

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

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

Pre-Production Conference

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

Consultation Committee to be Established upon Request

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

Production Records

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

ARTICLE 10 — GRIEVANCE AND ARBITRATION

Direct Discussions of Problems arising at the Work-Site

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

Statement of Policy

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

Grievances Defined

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

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

Grievance Procedure

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

Arbitration

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

Rights and Duties of Arbitrators

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

Consequence of Failure to Meet Time Limits

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

Costs

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

Grievance Investigation and Recommendation Procedure

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

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

ARTICLE 11 — DGC CREWING

Director Required

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

Crewing

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

Order of Hire

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

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

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

Responsibility of Category Head

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

Preparation and Completion Time

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

Trainees

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

Duties not Assigned Outside Classifications

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

Location Scout

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

Production Assistant

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

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

Additional Photography

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

Dual Capacity

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

ARTICLE 12 — CLASSIFICATIONS

Directors

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

Production Management

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

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

Assistant Direction

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

- (c) The Second Assistant Director, Third Assistant Director, and Trainee Assistant Director assist the First Assistant Director in the performance of the functions and duties outlined above.

Location Management

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

Production Assistants

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

General

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

ARTICLE 13 — DEAL MEMO

Deal Memo Required

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

Application to Existing Deal Memos

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

Provisions of Deal Memo Subject to Grievance and Arbitration

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

ARTICLE 14 — NOTICE OF LAY-OFF OR POSTPONEMENT

Lay-Off Defined

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

Notice of Lay-Off

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

Discharge

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

Replacement Pay

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

Force Majeure

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

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

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

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

Recall for Services

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

ARTICLE 15 — REGULAR WORK DAY AND OVERTIME

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

Extended Work Day Premiums

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

- (c) For the purposes of this provision, a day shall consist of twenty-four (24) hours from the time any Employee begins the call in which the hours are worked.
- (d) The extended work day premium is not applicable to Directors.
- (e) A Production Manager, Location Manager or Unit Manager may only work overtime with the prior authorization of the Employer.

Hourly Base Rate Defined

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

Over-Scale Rates

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

Stand-By Calls

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

Cancellation — Daily Employees

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

Weather Cancellation — Daily Employees

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

Regular Work Week

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

Work Performed on the 6th and 7th Consecutive Days

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

any weekly Employee or regularly- scheduled, five-day-per-week daily Employee on the seventh (7th) day of the regular work week. An Employee shall be paid three times (3X) the Hourly Base Rate for time worked beyond fifteen (15) hours on the seventh (7th) day of the regular work week.

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

Shifting the Work Week

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

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

Partial Work Week

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

Dailies, Production Meetings and Surveys

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

ARTICLE 16 — MEALS

Craft Service

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

Meal Periods

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

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

Meals and Meal Allowances

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

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

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

French Hours Defined

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

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

French Hours

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

ARTICLE 17 — REST PERIODS

Daily Turnaround

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

Weekly Turnaround

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

Working Outside Studio Zone

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

Encroachment on Turnaround

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

ARTICLE 18 — HOLIDAYS

Holidays

18.1 The recognized holidays are as follows:

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

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

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

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

Holidays Not Worked

18.5 (a) **Daily-Rated Employees:** If a daily-rated Employee has earned wages or performed work on fifteen of the thirty days immediately preceding the holiday, the daily-rated Employee shall be paid one hundred percent (100%) of his or her daily rate of pay including over-scale pay for a holiday not worked. If a daily-rated Employee has not earned wages or performed work on fifteen (15) of the thirty (30) days immediately preceding the holiday, the daily-rated Employee shall be paid on the basis of the Employees total wages earned for the thirty (30) days, preceding the holiday divided by fifteen (15).

(b) **Weekly-Rated Employees:**

- (i) If a holiday(s) not worked falls within a full work week, the Employee shall be paid his or her full weekly compensation; and
- (ii) If a holiday(s) not worked occurs within a partial work week and if a weekly-rated Employee has worked the work day before and the

work day after the holiday, the Employee shall be paid one-fifth (1/5th) of his or her weekly rate of pay including over-scale payment, if any, for the holiday(s). The foregoing is also intended to apply to any holiday(s) which occurs during a production hiatus.

Holidays Worked

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

Holidays and a Guaranteed Period of Employment

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

ARTICLE 19 — FRINGE BENEFIT FUNDS

GST

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

Gross Salary or Wages Defined

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

Vacation Entitlement and Pay

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

Health and Welfare Fund

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

Retirement Fund

- 19.5 Each Employee (including persons engaged through Loan-Out Companies) shall receive retirement contributions in a sum equal to seven percent (7%) of Gross Wages, payable each pay period. The DGC shall operate and administer the DGC Group Retirement Savings Plan (hereinafter the “Retirement Fund”) for the

purpose of providing retirement benefits to eligible members of the DGC. Each eligible Member of the DGC may elect in writing to have his or her compensation reduced by means of a payroll deduction and to have the deducted amounts paid on his or her behalf to the Retirement Fund. Payment shall be made by cheque payable to "Directors Guild of Canada - Group Retirement Savings Plan" on or before the fourth (4th) day of the succeeding work week and shall be remitted for purposes of collection and transmittal through the Union office.

Contract Administration and Training Fund

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

Remittance

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

Reallocation of Contributions

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

BC - CFTPA Contract Administration Fee

- 19.9 Each Employer, with the exception of those Employers associated with a member of the Alliance of Motion Picture and Television Producers ("AMPTP") in Encino, California, will pay a "Contract Administration Fee" to the B.C. Producer's Branch of the Canadian Film and Television Production Association (the "B.C. Branch of the CFTPA") as follows:

- (a) **CFTPA Members:** If the Employer is a member in good standing of the CFTPA as of the date of remittance of the Administration Fee, the Employer shall pay to the BC branch of the CFTPA a sum equal to one percent (1%) of the Employees' Gross Wages. This provision may not be reduced or waived without the written agreement of the B.C. Branch of the CFTPA.
- (b) **AMPTP Affiliates:** An Employer who is an affiliate of the AMPTP shall pay any levies that may be due to the AMPTP directly to the AMPTP.
- (c) **Non-Members:** If the Employer is not a Member in Good Standing of the CFTPA or an affiliate of the AMPTP as of the date of the remittance of the Administration Fee, as evidenced by written notice from one of the Associations to such effect, four percent (4%) of the Employees' Gross Wages shall be sent directly to the Union. All amounts collected under this paragraph shall be divided as follows: fifty percent (50%) shall be retained by the Union and fifty percent (50%) shall be paid to the B.C. Branch of the CFTPA. The Union shall remit the CFTPA's share of the Administration Fees collected pursuant to this paragraph, itemized by Production to the B.C. Branch of the CFTPA within thirty (30) days of the end of each calendar quarter. This provision may not be reduced or waived without the written agreement of both the Union and the B.C. Branch of the CFTPA.
- (d) A Member in Good Standing of the CFTPA is defined as a member whose payments to the Association for membership dues and Administration Fees are up to date.
- (e) The Union will send to the Associations on an ongoing basis, a list of all Productions containing the title of the Production, the name and address of the Producer, the shooting dates, location, and the Producer's Association membership as declared.

Television Series Incentive

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

ARTICLE 20 — WAGES

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

Schedule of Minimum Pay Rates

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

Working Wage Rates

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

Wages to Loan-Out Companies

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

Pay Adjustment for Work in Higher Classifications

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

Pay for Work in Lower Classifications

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

ARTICLE 21 — PAYMENT OF WAGES

Payroll Period

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

Pay Day

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

Medium of Wage Payment

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

Payroll Service

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

Termination Pay

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

Time-Keeping

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

Records

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

Security Against Wages

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

Financial Difficulties and Payroll Failures

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

- (b) If this delinquency occurs during shooting, work will cease until the bond is replenished. This right will not be exercised where there is a *bona fide* dispute concerning the amount of payment.

- (c) An Employee's refusal to work under ARTICLE 21.9 (b) shall be deemed not to be a breach of this Agreement, the Employee's Deal Memo or other employment contract, if any, and the Employer shall not institute any disciplinary or other action in relation to the Employee's refusal to work and shall not consider the refusal to work to be resignation of the Employee's employment. The Employer shall not seek damages from an Employee or the Union if the Employee refuses to work under ARTICLE 21.9 (b).

ARTICLE 22 — TRAVELLING CONDITIONS, REPORT ZONE AND MEAL ALLOWANCES

Studio Zone - Local

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

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

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

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

Studio Zone - Distant

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

Alternate Studio Zones

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

Local Hires

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

Distant Location

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

Transportation

22.6 (a) The Employer shall provide suitable transportation for Employees travelling to a Studio Zone other than the Vancouver Studio Zone. The Employer is not required to provide transportation for local hires who reside less than thirty kilometers (30km) from the edge of the Studio Zone. Employees shall not be credited for time or expenses incurred in reporting to and from work within the boundaries of the Studio Zone.

(b) For locations outside the boundaries of a Studio Zone where the Employer is not providing overnight accommodation for the Employees, the Employer shall provide transportation to and from the location from a marshalling point or points within the Studio Zone. As an alternative, the Employer may pay each Employee agreeing to use their own vehicle Thirty-Five Cents (\$.35) per kilometer for kilometers driven to and from the Studio Zone limits.

(c) All travel time outside the Studio Zone shall be paid as working time on days when work is to be or has been performed. On days when no work is to be or has been performed, travel shall be compensated at a maximum of one (1) day's pay. On sixth (6th) days, seventh (7th) days, or holidays when no work is to be or has been performed, travel shall be paid on the basis of the

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

Accommodation and Transportation Standards

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

Per Diem Allowance

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

Hold-Over on Distant Location

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

Travel out of Canada

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

Travel Insurance

22.11 (a) Each Employer shall provide Employees with a minimum of Two Hundred and Fifty Thousand Dollars (\$250,000) of accidental death and

dismemberment insurance when the Employee is required to travel at the request of the Employer if the transportation is furnished by the Employer and used by the Employee. The benefits resulting from the insurance shall be payable to the Employee or, in the event of the death of the Employee, to the beneficiary designated by the Employee. If no designation has been made then such indemnity shall be paid to the estate of the deceased Employee.

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

Parking

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

Vehicle Allowance

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

More Favourable Terms

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

ARTICLE 23 — LEAVES OF ABSENCE

Illness, Medical and Union Leave

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

General

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

Leave of Absence Provided by Law

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

ARTICLE 24 — SAFETY

Employer Responsibility

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

Employee Prerogative

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

Safety Representative

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

Safety Equipment

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

Weather Conditions

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

Medical Attention and Hospitalization

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

Reporting of Accidents, Medical Attention and Hospitalization

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

Discussion of New Devices

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

ARTICLE 25 — SPECIALIZED WORK

Specialized Work Insurance

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

Use of Animals

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

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

Emergency Medical Care Person

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

ARTICLE 26 — CREDITS

Director's Credit

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

Credit

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

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

Employee Discharged for Cause

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

Credit to be Legible

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

Failure to Provide Credit

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

DGC Logo

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

ARTICLE 27 — GENERAL PROVISIONS

Entire Agreement

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

Release and Indemnification

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

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

Duration of Protection

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

Employee's Right to Refuse to Perform

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

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

Low Budget Features

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

Enabling Provisions

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

Prior Obligation to DGC

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

Notice

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

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

Legislation

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

Currency

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

Residency Information for Production Incentives

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

ARTICLE 28 — TERM OF AGREEMENT

Term

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

Effective Date

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

Authority

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

ARTICLE 29 — APPENDICES INCORPORATED

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