



2010 - 2012
DGC / CMPA
STANDARD AGREEMENT

MANITOBA - SCHEDULE 4



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MB1.00 REGULAR WORK DAY

MB1.01 Work Day

- (a) Except for the Director, or a Guild Member engaged on a Flat Deal basis, the work day for each Guild Member shall be up to fourteen (14) consecutive hours of work, including paid meal breaks, in a twenty-four (24) hour period. The work day for a Director, or a Guild Member engaged on a Flat Deal basis, shall be a twenty-four (24) hour period. No Guild Member shall be required to work more than twenty (20) hours per Day.
- (b) The work day for the Production Department shall commence at the Guild Member's Call time.
- (c) The work day for Production Assistants shall consist of either eight (8) or fourteen (14) consecutive hours of work inclusive of meal breaks. When a Production Assistant is required to report for work he/she shall be notified at the time of Call whether or not it is an eight (8) hour Day or a fourteen (14) hour Day. When a Production Assistant is required to report for an eight (8) hour work day, he/she shall be paid for and credited with a minimum of eight (8) hours' pay at the appropriate rate. If such Production Assistant continues on the job beyond eight (8) hours or when a Production Assistant is required to report for a fourteen (14) hour work day, he/she shall be paid for and credited with a minimum of fourteen (14) hours at the appropriate rate for a fourteen (14) hour Day.
- (d) A work day starting on one (1) calendar Day and continuing into the following calendar Day shall be deemed to be one work day, namely the work day on which work started, provided that work past midnight was part of the originally scheduled work day.

MB1.02 Overtime in Accordance with Employment Standards Act

All Guild Members shall be entitled to overtime compensation computed in accordance with the provisions of the Employment Standards Act.

MB1.03 No Split Shifts and No Standby Engagement

There shall be no split shifts on any work day nor any standby engagement of any individual Guild Member.

MB1.04 Work Week

- (a) Except for a Guild Member engaged on a six (6) or seven (7) Day Flat Deal, the regular work week for all Guild Members shall be five (5) consecutive work days followed by two (2) consecutive Days as regular Days off. Any work week other than a regular work week, shall be deemed to be an irregular work week and shall require the prior express written consent of the District Council.
- (b) The Producer 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 Production Assistants working as location scouts.

MB1.05 Pay Day

Core article 14.02 shall apply as written with the sole exception that Guild Members in the Manitoba District Council shall be paid no later than the fifth (5th) work day following the week worked.

MB1.06 Daily Calls

- (a) Any change or cancellation of daily Calls, other than for forecasted adverse weather or failure of a principal cast member to perform because of bona fide illness or injury, shall be made ten (10) hours prior to the starting time of Call, or if possible, before the Guild Member leaves work at the end of the preceding work day.
- (b) If the Producer fails to give the Guild Member ten (10) hours notice then the Producer shall pay the Guild Member for the work day as per below:
 - Ten (10) hours or more = no pay
 - Five (5) hours prior to Call = 50%
 - less than five (5) hours = 100%
- (c) Subject to the provisions of this Standard Agreement, when a Guild Member engaged on a daily basis reports for work as scheduled, or if the Producer fails to provide the minimum notice in article MB1.06 (a) or (b), the Producer shall pay to the Guild Member not less than one (1) Day's Gross Remuneration.

MB1.07 Shifting the Work Week

Once every four (4) shooting weeks, or more frequently where agreed by the District Council and Producer, the Producer may shift the work week by doing either or both of the following without incurring 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 pro-rated 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) Guild Members shall be given seven (7) calendar Days' notice of the shift. In no event may the Producer shift the work week to avoid paying for an unworked holiday.
- (d) Upon two (2) weeks written notice to the Guild, or with the consent of the affected Guild Members, the work week may be changed from the last week of prep to the first week of principal photography provided that Guild Members receive one (1) Day off.
- (e) In all of the above scenarios, when a Guild Member is approved to work on the one (1) Day off, then this Day shall be considered a seventh (7th) Day. Day one (1) of principal photography would be Day one (1) of the work week.

MB1.08 Fractional Work Week

With the exception of the Director, the Producer shall pay a Guild Member whose assignment starts on other than the first (1st) Day of the established work week or ends on other than the last Day of the established work

week one-fifth (1/5th) of his weekly Contracted Rate for each Day worked during the fractional work week, provided that during the preceding or subsequent work week of his assignment such Guild Member completes a full work week. Special provisions with respect to the Director are found in the Directors Schedule of this Agreement.

MB1.09 Hiatus Periods

The Producer shall be entitled to impose a maximum hiatus period equal to one (1) week for each eight (8) weeks of Production, provided that the Producer gives twenty-one (21) Days written notice of the hiatus to the District Council and each Guild Member.

MB1.10 Flat Deals

- (a) Flat Deal is an agreement between a Producer and a Guild Member relating to job classifications set out in this article. A Flat Deal shall not undermine the minimum terms of the Standard Agreement. The Producer may engage any Guild Member in the following job classifications on a Flat Deal basis:
 - (i) Second Unit Director;
 - (ii) Production Manager;
 - (iii) First Assistant Director;
 - (iv) Second Assistant Director;
 - (v) Location Manager;
 - (vi) All Editing Department classifications.
- (b) Article MB2.01 is not applicable, and articles MB2.02, MB2.03, MB2.04 and MB4.01 are applicable to a Guild Member engaged on a Flat Deal.

MB1.11 Over Scale Rates

Over-scale means those wages which a Guild Member has contracted with the Producer over and above the minimum rates provided in this Standard Agreement.

- (a) Each Guild Member's Contract for Services 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 Contract for Services shall mean the loss of any right to credit or offset over-scale pay.
- (c) Offsetting shall not be allowed to reduce a Guild Member's wages to less than the amount the Guild Member would have earned at the minimum pro-rated hourly rate set out in this Schedule, plus any applicable premiums.

MB2.00 PREMIUM REMUNERATION

MB2.01 Overtime

(a) First Five (5) Days, After Fourteen (14) Hours of Work

For all work exceeding fourteen (14) hours, but less than eighteen (18) hours on any one (1) of the first five (5) work days of the work week, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY RATE (Contracted Rate ÷ 9 x 1.5)
 WEEKLY RATE (Contracted Rate ÷ 45 x 1.5)

(b) First Five (5) Days, After Eighteen (18) Hours of Work

For all work exceeding eighteen (18) hours on any one (1) of the first five (5) work days of the work week, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY RATE (Contracted Rate divided by 9 x 2)
 WEEKLY RATE (Contracted Rate ÷ 45 x 2)

(c) Sixth (6th) Day, After Fourteen (14) Hours of Work

For all work exceeding fourteen (14) hours on a sixth (6th) work day in a period of seven (7) consecutive calendar Days, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE
 (6th Day rate under article MB2.02 ÷ 9 x 2)

(d) Seventh (7th) Day, After Fourteen (14) Hours of Work

For all work exceeding fourteen (14) hours on a seventh (7th) work day in a period of seven (7) consecutive calendar Days, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE
 (7th Day rate under article MB2.03 ÷ 9 x 2)

(e) Holiday, After Fourteen (14) Hours of Work

For all work exceeding fourteen (14) hours on a holiday, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE
 (Contracted Rate ÷ 8 x 2)

(f) Exceptions

Articles MB2.01 (a) through (e) do not apply to a Guild Member engaged on a Flat Deal basis or to a Director.

MB2.02 Sixth (6th) Day Rate

A Guild Member who works a sixth (6th) work day in a period of seven (7) consecutive calendar Days shall be paid a sixth (6th) Day rate calculated in accordance with the following formula:

DAILY RATE (Contracted Rate x 1.5)
 WEEKLY RATE (Contracted Rate ÷ 5 x 1.5)

MB2.03 Seventh (7th) Day Rate

A Guild Member who works a seventh (7th) work day in a period of seven (7) consecutive calendar Days shall be paid a seventh (7th) Day rate calculated in accordance with the following formula:

DAILY RATE (Contracted Rate x 2)
 WEEKLY RATE (Contracted Rate ÷ 5 x 2)

MB2.04 Holiday Rate

Work performed, including travel to and from Nearby and Distant Locations, on a holiday shall be paid a holiday rate calculated in accordance with the following formula:

DAILY RATE (Contracted Rate x 1.5)
 WEEKLY RATE (Contracted Rate ÷ 5 x 1.5)

MB2.05 Overtime Calculation One-quarter (¼) Hour Increments

With respect to the calculation of overtime under this article MB2.00, overtime shall be calculated for each one (1) hour or portion thereof, based on one-quarter (1/4) hour increments of time worked, including paid meal breaks.

MB2.06 Statutory Overtime

The rates set out in this Schedule or set out in any Contract for Services, applicable to a Flat Deal, and all rates set out in article MB2.00 and MB4.01 are deemed to include any statutory entitlement to overtime pay; however this deeming provision shall in no way adversely affect the Guild Member's entitlement to, or the Producer's obligation to pay, premium pay under article MB2.00.

MB2.07 Payment of all Premiums

Where two or more premium rates specified in article MB2.01, MB2.02, MB2.03, MB2.04 or MB4.01 are applicable, the Producer shall pay to the Guild Member all applicable premiums, provided that the premium under those articles shall in no case exceed three (3) times the Contracted Rate.

MB2.08 Prior Approval of the Producer

Guild Members may only work overtime with the prior authorization of the Producer.

MB3.00 MEAL BREAKS

MB3.01 Meal Breaks

- (a) The Producer shall ensure that each Guild Member has a paid meal break of at least one-half (1/2) hour, at intervals that will result in no Guild Member working longer than six (6) consecutive hours without a first (1st) paid meal break and eight (8) consecutive hours without a second (2nd) paid meal break, failing which, each affected Guild Member will receive an additional twenty (\$20.00) to a maximum of twenty (\$20.00) per Day.

If the Guild Member is given both:

- (i) a non-deductible meal appropriate to the time of Day, prior to the general crew call, and
- (ii) a substantial snack no more than two and one half (2 ½) hours before the first (1st) paid meal break,

then, the first paid meal break may be six (6) hours following the general crew call.

If catered meals are not provided the Guild Members shall be entitled to a forty-five (45) minute meal break excluding travel time to and from an eating facility serving a comparable meal. The meal period shall be included within the work day in all cases. Guild Members called prior to the general call shall be provided without cost a "substantial" when a similar meal is being provided to other cast or crew also called prior to general call.

On a reasonable and bona fide basis, the Producer shall have the right to complete a shot in progress to a maximum of ten (10) minutes into the paid meal break without incurring the meal penalty, provided that the set-up or shot was commenced within a reasonable period in advance of the required paid meal break and provided that there is no reduction in the paid meal break.

- (b) Time on meal breaks shall be considered time worked.

- (c) The Producer shall provide to each Guild Member, craft services of coffee, tea, water, and other beverages throughout the work day.
- (d) Where the Producer provides free catering of food and/or beverages to the shooting crew the same benefit shall be extended to all Guild Members engaged.

MB4.00 REST PERIODS

MB4.01 Turnaround

- (a) Each Guild Member must have a turnaround or rest period between each work day of not less than ten (10) hours free from work.
- (b) The minimum rest period for each Guild Member on a regular work week shall be fifty (50) consecutive hours free from work.
- (c) The minimum rest period for each Guild Member on a six (6) Day work week shall be thirty-two (32) consecutive hours free from work.
- (d) In the event of a holiday resulting in a three (3) Day weekend, the minimum rest period for each Guild Member on a four (4) Day work week shall be seventy-four (74) consecutive hours free from work.

(e) Turnaround or Rest Period Encroachment

For each one (1) hour or portion thereof, based on one-quarter (1/4) hour increments, of encroachment into any applicable turnaround or rest period, the Producer must pay to each Guild Member thus affected premium pay calculated in accordance with the following formula but no more than a total of three (3) times) the Contracted Rate:

DAILY RATE (Contracted Rate ÷ 9 x 1.5)
 WEEKLY RATE (Contracted Rate ÷ 45 x 1.5)

- (f) The provisions of article MB4.01 shall not apply to a Director.
- (g) Premium pay under article MB4.01 must be paid in addition to any other premium pay under article MB2.00, provided that the premium under those articles shall in no case exceed three (3) times the Contracted Rate.

MB5.00 VACATIONS AND HOLIDAYS

MB5.01 Annual Vacation

- (a) The Producer shall pay to each Guild Member, including a Loan-out Corporation, in lieu of annual vacation pay, four percent (4%) of the Guild Member's Gross Remuneration. Such premium or additional payments shall be paid weekly with the regular remuneration payment.
- (b) Payment for or in lieu of annual vacation or an additional payment shall not be subject to individual negotiation between any Guild Member or Loan-out Corporation and any Producer.
- (c) This provision shall not apply to persons engaged under article 7.11. In lieu of such provisions, the Employment Standards Act of Manitoba shall govern with respect to vacation pay for those persons engaged under article 7.11.

MB5.02 Holidays

The following Days are recognized as paid holidays:

- New Year's Day
- Louis Riel Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day,

and any other Day declared a holiday by the federal, provincial, or municipal (local) government, and any additional holiday which a Producer grants to any other labour organization on the same Production.

Remembrance Day is covered by the Remembrance Day Act (R80). Guild Members who work on this Day must be paid two (2) times their regular rate. Guild Members who do not work on Remembrance Day do not have to be paid for that Day. Boxing Day shall be treated in the same manner as Remembrance Day.

MB5.03 Unworked Holidays During Regular Work Week

When a holiday not worked falls within the Guild Member's weekly or longer guaranteed period of engagement, no deductions shall be made from guaranteed remuneration. When such holiday not worked occurs within a partial work week where a Guild Member's period of engagement is a number of Days, such Guild Members who worked the regular work day before and the regular work day after the holiday shall receive one (1) Day's remuneration based on the contracted daily rate or one-fifth (1/5th) the contracted Weekly Rate, as applicable.

MB5.04 Holidays Falling on Days Off

- (a) When a holiday falls on a Guild Member's normal Day off, the Guild Member shall be given a Day off on either the work day before or the work day after the holiday.
- (b) When two (2) holidays fall on a Guild Member's normal Days off, the Guild Member shall be given four (4) consecutive Days off including the two (2) consecutive normal Days off.
- (c) If the appropriate number of Days off are not provided in lieu of the holidays as required in article MB5.04 (a) or (b), then the Producer shall pay to the Guild Member one (1) Day's remuneration based on the contracted daily rate or one-fifth (1/5) of the contracted weekly rate as applicable for each such Day off not provided.
- (d) The Producer shall designate the Day(s) to be granted as the Day(s) off.

MB5.05 Application to Period of Engagement

Holidays shall apply against the contracted period of engagement whether worked or not worked except where they fall within a hiatus period.

MB6.00 RETIREMENT, HEALTH AND WELFARE PLANS AND ADMINISTRATION AND TRAINING FUND

MB6.01 GST

To the extent that the Canadian Goods and Services Tax (GST) applies, it shall be in addition to all sums set paid in this Standard Agreement.

MB6.02 Health and Welfare Plan

(a) Members

The Producer shall pay to the District Council a percentage, based on the applicable tier level of the Production, as set out in Article MB6.06, of the Guild Member's (excluding Permittees) Gross Remuneration, as the Producer's contribution to the Guild's health and welfare plan. Such contributions shall be remitted to the Directors Guild of Canada Health and Welfare Plan Trust in accordance with article MB9.00.

(b) Non-Member Equalization

- (i) In order to equalize the payments and deductions in respect of Members of the Guild and non-Members, and in lieu of a health contribution, the Producer shall contribute a percentage, based on the applicable tier level of the Production, as set out in article MB6.06 of the Gross Remuneration paid to each non-member Permittee and remit the non-Member equalization payment directly to the District Council every two (2) weeks.
- (ii) In circumstances where a Producer or a non-Member Permittee is paying into an alternate plan, no non-Member equalization payment(s) shall be required to be paid under article 7.11.

MB6.03 Retirement Contribution

- (a) The Producer will remit weekly to the financial institution designated by the District Council, as or in lieu of a retirement contribution, a percentage of the Guild Member's Gross Remuneration based on the applicable tier of the Production as set out in article MB6.06. The Producer shall provide the District Council with proof of such payments with a complete remittance breakdown.
- (b) The provisions of this article shall apply only to Guild Members eighteen (18) years of age or over. No Guild Member can contribute to an RRSP after December 31 in the year in which the Guild Member turns seventy-one (71) years of age. Therefore, the Producer will remit directly to the affected Guild Member the applicable retirement contribution should the Guild Member be unable to contribute by law. If the age stipulated in the federal legislation should change, the article shall be interpreted and amended so as to reflect that change.
- (c) For Permittees, the Producer will remit directly to the Permittee the applicable retirement contribution. The Producer shall provide the District Council with proof of such payments with a complete remittance breakdown.

MB6.04 Administration and Training Fund

- (a) The Producer shall contribute to the District Council with respect to each Guild Member a percentage of their Gross Remuneration based on the tier of the Production. Such fees shall be remitted to the District Council in accordance with article MB9.00.
- (b) The District Councils and the CMPA are jointly committed to developing training programs that will increase the number of qualified Guild Members who are available to service the film and television industry. To this end, the parties acknowledge the ongoing contribution to training initiatives from monies in the administration and training fund as set out in each District Council Schedule of the Agreement.

(c) The District Councils and the CMPA will meet at the request of either party to discuss training, including assessment of those areas where increased training is necessary.

MB6.05 Member Check-off

(a) Check-Off Authorization

The Producer shall require each Guild Member at the time of the execution of his Contract for Services to sign an authorization in the form supplied by the Guild authorizing the Producer to deduct two percent (2%) of his Gross Remuneration as administrative dues in the case of Guild Members (except Permittees) and administrative charges in the case of Permittees and to pay same to the District Council. In addition to these two percent (2%) administrative dues or charges a Guild Member may voluntarily authorize the Producer in writing to deduct from his Gross Remuneration any amount which the said Guild Member may owe to the District Council.

(b) Check-Off Remittance

The Producer must deduct the two percent (2%) administrative dues or charges and the voluntary deductions provided for in article MB6.05 (a) from the remuneration paid to each Guild Member and remit said monies to the District Council in accordance with article

MB9.00. The provisions of article MB6.05 shall not apply to persons engaged under article 7.11 of the core Agreement.

(c) Receipts for Income Tax Purposes

Except for Guild Members who are engaged as Loan-out Corporation, the Producer shall forward to all Guild Members their income tax receipts (T-4 Slips) indicating thereon the amount and type of check-offs paid by the Guild Member in that taxation year. In the case of Guild Members who are engaged as Loan-out Corporations, the Producer shall submit to them a statement of the check-offs paid within thirty (30) Days of completion of Production or post-Production of the Motion Picture, whichever applies.

(d) Change in Guild Members' Check-Off

If the District Council, during the operation of this Agreement, requests a change in the rate of the check-off, the altered rate shall be deducted and remitted as above, provided the District Council bears sole responsibility for obtaining the Guild Member's authorization to such change.

(e) Producer's Liability

Any knowing or intentional failure by the Producer to remit monies collected under this article MB6.05 shall cause the Producer to be solely responsible and liable for any monies owing.

MB6.06 MDC Fringe Chart

| Tier | Vacation | Health & Welfare / Non-Member Equalization* | Retirement Contribution** | Administration & Training Fund | Total | CMPA Levy*** | Grand Total |
|------|----------|---|---------------------------|--------------------------------|-------|--------------|-------------|
| A | 4% | 5% | 6% | 1.5% | 16.5% | 2% | 18.5% |
| B | 4% | 5% | 6% | 1.5% | 16.5% | 2% | 18.5% |
| C | 4% | 5% | 4% | .5% | 13.5% | 2% | 15.5% |
| D | 4% | 5% | 2% | .5% | 11.5% | 2% | 13.5% |
| E | 4% | 4% | 1% | .5% | 9.5% | 2% | 11.5% |
| F | 4% | 2% | 1% | 0% | 7% | 2% | 9% |

* Payable in accordance with MB6.02
 ** Payable in accordance with article MB6.03
 *** Payable directly to the CMPA as per article MB7.00

MB6.07 Exceptions

The provisions of articles MB6.02 and MB6.03 shall not apply to persons engaged under article 7.11 of the core Agreement.

MB7.00 CMPA LEVY

MB7.01 CMPA Levy

(a) Each month, the CMPA will provide to the District Council a list of CMPA members in good standing.
 (b) Provided that the Producer is a member in good standing of the CMPA, the Producer shall remit directly to the CMPA on the form provided by the CMPA an amount equal two percent (2%) of all Gross Remuneration paid to Guild Members to a maximum of five thousand dollars (\$5,000) per feature, MFT, Pilot or part of a Mini-Series, or two thousand five hundred dollars (\$2,500) per Episode of a Series, to be remitted at the

same time as other payments to Guild Members.

(c) A Producer who is not a member of the CMPA, or who is not a member in good standing of the CMPA shall pay to the District Council on behalf of the CMPA an amount equal to 2.5% of all Gross Remuneration paid to Guild Members. Subject to an alternate direction from the Association, this amount shall be collected by the District Council and remitted to the CMPA on a monthly basis, subject to the deduction of an administration fee in favour of the District Council equal to one-quarter percent (0.25%) of all Gross Remuneration paid to Guild Members by the Producer.
 (d) In any case where the District Council is unable to collect the levy specified in this article MB7.01, then the CMPA, and not the District Council shall initiate whatever collection procedures are appropriate to the CMPA.
 (e) The CMPA hereby releases and forever discharges, and covenants and agrees to save

harmless and indemnify the District Council and each Guild Member from any and all actions or claims in any way relating to the collection and remittance of monies by the District Council under this article, and preparation of the list specified in Article MB7.01 (a).

MB8.00 LAY-OFF AND TERMINATION

MB8.01 Notice of Lay-off

(a) Definition

"Lay-off" means a "severance from active engagement which may be temporary or permanent due to a shortage of work, including completion of assignment".

(b) Weekly

The Producer shall give a Guild Member engaged on a weekly basis a minimum of one (1) week's written notice of lay-off or a lump sum equal to one (1) week's gross remuneration as severance pay in lieu thereof, or where the Guild Member has been engaged for more than one (1) year, a minimum of two (2) week's written notice of lay-off or severance pay in lieu thereof. The Producer shall serve the notice not later than the end of the final work week in which the notice of lay-off is given. In any case, the notification shall be given at the earliest time reasonably possible.

(c) The Producer shall pay the severance pay in a lump sum. If the Producer later re-engages the Guild Member, the Guild Member shall not be required to return any portion of the severance pay to the Producer.

(d) The same notice as set out in article (b) above shall be required from Guild Members voluntarily leaving their job or position. A Guild Member failing to give the required notice of resignation may be re-engaged at the sole discretion of the Producer.

(e) Record of Employment

The Producer shall, within seven (7) calendar Days of lay-off, provide the Guild Member, excluding a Loan-out Corporation contractor, with a Record of Employment (ROE).

MB8.02 Termination of Engagement

(a) A Producer shall not discharge or otherwise terminate a weekly Guild Member prior to the end of the work week, without just and reasonable cause. A Producer shall promptly give the District Council notice in writing of such action and the reason(s) for the action. If the District Council believes the action to be unjustified, the District Council may submit the matter as a grievance under this Agreement. An arbitrator shall have the power to order reinstatement of the Guild Member with or without full compensation, to award damages in lieu of reinstatement, or to sustain the discharge.

(b) Replacement

The Producer agrees that removing a Guild Member from a Motion Picture and substituting another person is undesirable, and shall not be done in any manner contrary to this Agreement. If a Guild Member is discharged or terminated for just and reasonable cause, the Producer shall replace that Guild Member with another qualified Member. In no event shall any such action result in a reduction of the total crew personnel.

(c) Replacing Daily Guild Member

A Guild Member engaged on a daily basis shall not be replaced for the purpose of avoiding overtime or turnaround premiums. However, when it is anticipated that such a Member will qualify for overtime or turnaround premiums, and subject to article MB1.01 (c), the Producer may divide the work day into shifts and may call a substitute daily Guild Member to relieve that daily Guild Member.

(d) Replacement Pay

The Producer must give to each Guild Member who has been replaced after working:

(i) more than a total of ten (10) work days, either two (2) weeks' written notice of replacement (exclusive of hiatus periods) or replacement pay in a lump sum equal to two (2) weeks' Gross Remuneration in lieu of such notice, but not both, where the Guild Member is engaged on a weekly basis;

(ii) more than a total of ten (10) work days, either two (2) Days' written notice of replacement (exclusive of hiatus periods) or replacement pay in a lump sum equal to two (2) days' Gross Remuneration in lieu of such notice, but not both, where the Guild Member is engaged on a daily basis;

(iii) ten (10) or fewer Days, either one (1) week's written notice of replacement (exclusive of hiatus periods) or replacement pay in a lump sum equal to one (1) week's Gross Remuneration in lieu of such notice, but not both, where the Guild Member is engaged on a weekly basis.

(e) If the Producer re-engages the Guild Member, the Member shall not be required to return the replacement pay to the Producer.

(f) A Guild Member discharged for just and reasonable cause is not eligible for replacement pay.

MB9.00 GUILD REMITTANCES

MB9.01

(a) In any month in which remuneration is paid to a Guild Member, the Producer must submit to the District Council twice per month on a current basis all Guild Remittances and records of remuneration paid to Guild Members, no later than the fifteenth (15th) Day of each calendar month. At the option of the Producer, all such Remittances and records may be submitted on a weekly basis. At the time that Remittances are forwarded to the District Council, the Producer must forward a list indicating the name of each Guild Member and the amount and description of each Remittance.

(b) That portion of the Gross Remuneration paid to a Guild Member in excess of one hundred twenty-five thousand dollars (\$125,000) Canadian funds on a per Production or per television Series cycle basis, as the case may be, shall not be subject to any further deduction or payment, as the case may be, with respect to the following Guild remittances:

(i) Members' check-off (see article MB6.05)

(ii) Administration and training fund (see article MB6.04)

(iii) Health and welfare contributions (see article MB6.03)

MB10.00 PRODUCTION INCENTIVES

MB10.01 First Season Incentive

In recognition of the District Council's commitment to promoting Production in Manitoba, any Producer may request variances from the District Council as an incentive for the first season of a Series. Variances may include discounts to rates, fringes or any other incentive. The District Council will consider each request in good faith.

MB10.02 Incentive to Engage a DGC Manitoba Director

Productions that engage a DGC Manitoba Director will be entitled to a twenty-five percent (25%) discount on the administration and training fringe, payable under article MB6.04, for that Production only.

MB11.00 TRAVEL AND ACCOMMODATION

MB11.01 (a) Studio Zone

The studio zone is the area extending fifty (50) kilometres in all directions from the central point of the Manitoba Legislative Building.

(b) When a Guild Member is required to work at a location inside the boundaries of the studio zone, the Producer agrees to provide adequate parking facilities for private vehicles a reasonable walking distance from such location, otherwise a shuttle system will be provided free by the Producer to transport all Guild Members.

(c) For all work by a Guild Member which requires travel to and from any location within the studio zone other than the "report to" location and post Production facility, the Producer shall either provide free transportation or, if the Guild Member agrees to use his own vehicle for this purpose, reimbursement shall be made in accordance with article MB11.07 (d). For the purposes of this article MB11.01, such locations and post Production facilities shall be deemed to include, without limitation, editing rooms, cutting rooms, dubbing theatres, music recording studios, labs, optical houses, post-Production related libraries and Motion Picture shooting locations.

(d) Working Outside the Studio Zone

When working outside the limit of the studio zone, the daily and weekly turnaround shall be computed from the studio zone boundary.

MB11.02 Nearby Location

(a) Studio zone working conditions shall prevail on Nearby Locations.

(b) Work time and travel distance, if applicable, concerning work by any Guild Member on any Nearby Location shall commence when the Guild Member crosses the studio zone boundary and ends at this same point.

(c) Transportation to and from Nearby Locations shall be provided by the Producer. All costs for a taxi, limousine, bus or other transportation which the Guild Member is required by the Producer to use in order to get to and from a Nearby Location shall be paid by the Producer. If the Guild Member is required to use his own personal vehicle for transportation to a Nearby Location the provisions of article MB11.07 (d) shall apply.

MB11.03 Distant Location

(a) Notice

The Producer shall give the District Council and the Guild Members affected a minimum of forty-

eight (48) hours written notice of departure to any Distant Location, including means of transportation acceptable to the District Council, and shall specify the accommodations available at the Distant Location.

(b) Accommodation and Meals on Distant Location

(i) Guild Members while on Distant Location shall be provided by the Producer with free accommodation equal to that provided to members of other Unions. All Guild Members will be entitled to single accommodation, where this is available.

(ii) The Producer shall pay in advance to each Guild Member a per diem allowance of fifteen dollars (\$15.00) in Canadian funds per Distant Location Day in Canada, or fifteen dollars (\$15.00) in U.S. funds per Distant Location Day in the U.S. or elsewhere in the world to cover miscellaneous expenses.

(iii) In addition, the Producer shall pay to each Guild Member in advance a per diem allowance of fifty dollars (\$50.00) in Canadian funds per Day on Distant Location in Canada, or fifty (\$50.00) in U.S. funds per Day on Distant Location in the U.S. or elsewhere in the world to cover meal costs.

However, if certain meals are provided by the Producer on Distant Location, the per diem meal allowance may be reduced by ten dollars (\$10.00) for breakfast, fifteen dollars (\$15.00) for lunch, and twenty-five (\$25.00) for supper in the applicable funds.

(iv) Proper restaurant facilities shall be made available and time consumed in travelling to and from such facilities shall be deemed to be time worked and shall not be included in the meal period.

(v) On Distant Locations where the cost of living is in excess of the above rates, the Producer shall reimburse Guild Members upon receipt of suitable documentation.

(c) Work Time, Travel Time

Time spent traveling to and from Distant Locations shall be considered time worked and shall be subject to payment in accordance with this Standard Agreement with the exception that travel time (exclusive of any other work) on Remembrance Day and Boxing Day shall be paid at straight time. Travel time shall be calculated in reference to the Production office.

(d) Transportation

All transportation to and from Distant Locations shall be paid in advance by the Producer. Such transportation shall be arranged on scheduled carriers on economy/coach class air flights, first class rail travel or other appropriate transportation such as bus, taxi or limousine where available.

(e) Air Travel

The Producer shall only use aircraft certified for public use by governmental authorities and flown by licensed pilots. Where jet aircraft are not available, the Producer shall make every effort to utilize twin-engine propeller aircraft or helicopter.

(f) Rail Travel

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

MB11.04 Hold Over on Distant Location

The Producer shall pay a Guild Member on Distant Location a minimum per diem of fifty dollars (\$50.00) for each non-working Day.

MB11.05 More Favourable Terms

If the Producer agrees with another Manitoba labour organization engaged 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 Guild Member's use of their own vehicles, then the District Council 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 articles MB11.01, MB11.02, MB11.03, MB11.04, or MB11.07 (d).

MB11.06 Travel Insurance

- (a) The Producer shall provide accidental death and dismemberment insurance with a benefit in a sum not less than two hundred and forty thousand dollars (\$ 240,000) for the benefit of the Guild Member's designated beneficiary when the Guild Member is required to travel by air transportation anywhere or by any mode of transportation to a Distant Location which for this purpose shall be defined to be greater than five hundred kilometres (500 km).
- (b) In the event the Producer is unable to provide the required insurance coverage for such transportation, the Guild Member shall be informed of this fact a minimum of forty-eight (48) hours before departure so that the Guild Member may obtain such insurance coverage. The Producer shall reimburse the Guild Member for the cost of the premium paid by the Guild Member to obtain such insurance coverage.
- (c) It shall not be cause for discipline or discharge for a Guild Member in good faith to refuse to travel by airplane or by helicopter, or to travel without sufficient insurance, and such refusal shall not jeopardize future working opportunities.

MB11.07 Use of Personal Vehicle

- (a) Ownership of a vehicle shall not be a condition of engagement. It shall not be a violation of this Agreement for a Guild Member to refuse to use his own vehicle for work-related purposes.
- (b) Each Guild Member agreeing to use his own vehicle for work-related purposes shall arrange for adequate insurance coverage for business and/or commercial purposes before using such personal vehicle for such purposes and shall provide evidence of such coverage, if requested. Such insurance coverage shall be at the expense of the Guild Member.
- (c) Each Guild Member agreeing to use his own vehicle for work-related purposes shall be entitled to a reimbursement for each kilometre driven in the service of the Producer. The Producer reserves the right to authenticate the reimbursement submissions before payment.
- (d) With respect to the minimum reimbursement as required under article MB11.07 (c), the Producer must pay either:
 - (i) forty-five (45) cents per kilometre, or
 - (ii) a flat rate of thirty (\$30.00) per Day together with all gas expenses incurred for work related purposes.

The Producer shall elect either option (i) or (ii). That election shall apply for the duration of the Guild Member's engagement and shall be specified in the Guild Member's Contract for Services. Where no election is made or no rate is specified, then the Producer shall pay the higher total amount to the Guild Member.

- (e) The above reimbursement shall be paid to each Guild Member weekly with the regular remuneration payment.
- (f) The Producer may elect to provide the Guild Member with a vehicle and pay the operating costs and need not rent the personal vehicle of any Guild Member.

MB12.00 LEAVES OF ABSENCE

MB12.01 Illness, Medical and Union Leave

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

MB12.02 Limitation on Leave of Absence

- (a) Leaves of absence pursuant to article MB12.01 (a) shall not exceed one (1) week unless mutually agreed upon by the Producer and the Guild Member.
- (b) A Guild Member who overstays a leave of absence without authorization shall be reinstated at the sole discretion of the Producer.

MB12.03 Leave of Absence Provided by Law

- (a) All Guild Members covered by this Standard Agreement shall be entitled, at a minimum, to the leaves established under the provisions of the Employment Standards Act of Manitoba including: pregnancy leave, parental leave, family responsibility leave, bereavement leave, and jury duty.
- (b) For the purposes of this article MB12.00, "immediate family" means a spouse, child, parent, parent in law, sibling, sister in law, brother in law, guardian, grandchild or grandparent of a Guild Member and any person who lives with a Guild Member as a member of the Guild Member's family, and includes relationships by marriage, adoption, or common law, including same-sex spousal relationships.

MB13.00 CREDITS

MB13.01 Credits

This Standard Agreement contains special credit requirements for different job classifications. The Producer shall adhere to the current Motion Picture industry standard by providing credits on each Motion Picture, subject to any and all applicable network restrictions and/or approvals. Said credit requirements contained herein shall not be considered to have been breached to the extent that adherence to such requirements is beyond the control of the Producer.

MB13.02 Better Conditions

The provisions in this Standard Agreement relating to credits are minimum provisions, and any Guild Member shall have the right to negotiate for any credit in excess of minimum.

MB13.03 Screen Credits

- (a) In every place where screen credits must be given, the screen credits shall be written in a size and style of print which is legible and projected on a background which does not diminish the value of the credit. Screen credits shall not appear against a background which consists of an advertising or commercial message.
- (b) The screen credit for any Guild Member on any Motion Picture, or any copy, version, reprint or reproduction thereof, must always be according to his/her job classification as it appears on the Contract for Services and shall indicate the Guild Member's job classification and name.

MB13.04 Other Credits

Every Guild Member is entitled as of right to receive credit on all promotional literature, paid advertisements and publicity where it is customary in the Motion Picture industry to give such credit to the job classification of that Guild Member. In every place where credits on promotional literature, paid advertising or publicity must be given, the credits shall be written in a size and style of print which is legible and shall appear on a background which does not diminish the readability and value of the credits.

MB13.05 Guild Credit

The Producer shall give screen credit to any District Council on the Motion Picture by displaying the DGC logo on every copy, version, reprint or re-production. The DGC logo shall be displayed on a number of frames to be no less than the number of frames of the display of the logo of any other labour organization. The Producer acknowledges that DGC logo is trade marked in the name of DGC and is the sole property of DGC. DGC shall supply to the Producer the artwork of its logo.

MB13.06 Failure to Provide Credit

If the Producer does not provide the screen credits as required above, the Producer 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 Guild Member and the credit omitted. The size and content of the announcements will be determined by agreement of the Producer and the Guild Member. If the Producer and Guild Member do not agree on the nature of these announcements, the matter shall be submitted to arbitration.

MB13.07 Removal or Alteration of Credit

- (a) Every Guild Member shall have the right subject to his sole discretion to refuse to have any credit using his name used in any form or manner by the Producer, which right must be exercised by the Guild Member, through written notice to the Producer, prior to publication of such credit by the Producer.
- (b) Every Guild Member shall have the right to replace with a pseudonym any credit to which he is entitled pursuant to his Contract for Services or this Standard Agreement, provided that such pseudonym is in good taste and is not the name of any well-known person, living or dead, and provided that such right of replacement is exercised by the Guild Member, through written notice to the Producer, prior to publication of credit by the Producer.
- (c) The District Council shall have the right subject to its sole discretion to refuse to have its name and/or logo used in any form or manner by any

Producer, which right must be exercised by the District Council prior to publication of its name and/or logo by the Producer. Notwithstanding anything, the District Council shall have the right to insist upon a public retraction by any Producer who publishes or otherwise uses the name and/or logo of the District Council without the prior express written consent of the District Council.

MB13.08 Submission of Proposed Screen Credit Format to the District Council

The Producer shall submit to the District Council the proposed format for the final screen credits for each Theatrical and Television Motion Picture, before prints are prepared.

MB13.09 Credit Grievance

- (a) Any grievance with respect to and concerning any credit to which any Guild Member may be entitled pursuant to this Standard Agreement or any Contract for Services may be referred by either party immediately to an arbitrator appointed pursuant to the provisions of article 10.00 who must determine the matter in accordance with this Standard Agreement and any applicable Contract for Services within fifteen (15) calendar Days of the reference to arbitration. If all parties agree, the arbitrator selection procedure set out in article 10.10 may be bypassed in favour of the joint appointment of an industry expert (i.e. Mary Kahn). Unless the parties agree otherwise, a jointly appointed industry expert shall be vested with the powers identified in article 10.11.
- (b) Without limiting the scope of the arbitrator's decision-making authority pursuant to this Standard Agreement and any applicable Contract for Services, the arbitrator shall have the right in respect of any credit grievance to determine the following:
 - (i) The kind, size, positioning and length of viewing of any screen credit; and,
 - (ii) The right of any Guild Member to receive screen credit or other credit and the form, manner and duration of publication; and
 - (iii) Where two (2) or more Guild Members may have the right to receive credit for the same job classification, which Guild Members shall receive that credit and the form, manner and duration of publication including, without limitation, where screen credit is concerned, the kind, size, positioning and length of viewing of the screen credits.

MB14.00 SCREEN CREDITS FOR PRODUCTION DEPARTMENT

MB14.01 Screen Credits for Production Managers, First and Second Assistant Directors on Theatrical Motion Pictures and Television Motion Pictures

- (a) The Producer shall accord credit in a "prominent place" on all positive prints of each Theatrical and Television Motion Picture, to the Production Manager, First Assistant Director, and Second Assistant Director rendering their services on such Motion Picture.
- (b) The term "prominent place" means no less than a separate card, or its equivalent in a crawl, shared by no more than three (3) names. The only "technical" credits which may receive a more prominent place shall be those of the Costume Designer, Music Composer, Director of Photography, and the Film Editor.
- (c) The order of the names on such card or such crawl shall be the Production Manager in the first

(1st) position, First Assistant Director in the second (2nd) position, and the Second Assistant Director in the third (3rd) position and each of such names on the card or crawl shall be of the same size and style of type.

- (d) On a Theatrical or Television Motion Picture photographed in whole or in part in a foreign country on which the Producer engages any Production Manager or Assistant Director subject to this Agreement and any Production Manager or Assistant Director not subject to this Agreement, if the Production Manager, First Assistant Director, or Second Assistant Director subject to this Agreement works on such a Production less than fifty percent (50%) of the shooting Days, he shall receive screen credit, either on a card immediately following the credit accorded to the foreign Production Manager, First Assistant Director, or Second Assistant Director, as the case may be, or with the credits for the Canadian crew.

MB14.02 Screen Credits for Location Managers, Unit Managers and Assistant Production Managers on Theatrical and Television Motion Pictures

The Producer shall accord credit in the technical credits on all positive prints of each Theatrical and Television Motion Picture, to the Location Manager, Unit Manager and Assistant Production Manager.

MB14.03 Screen Credits for Third Assistant Directors, Assistant Location Managers and Production Assistants

(a) Theatrical Motion Pictures

On Theatrical Motion Pictures, any Third Assistant Director, Assistant Location Manager, and Production Assistant assigned for at least one-third (1/3rd) of principal photography, shall receive credit for their job classification.

(b) Television Motion Pictures

On Television Motion Pictures, the credit for Third Assistant Director, Assistant Location Manager, and Production Assistant shall be given at the Producer's discretion.

MB14.04 Screen Credits for Production Department Personnel on all other Motion Pictures

On all Motion Pictures other than Theatrical and Television Motion Pictures, the granting of screen credit and the size, positioning and length of viewing of the screen credit shall be subject to negotiation between each individual Guild Member and the Producer.

MB15.00 SCREEN CREDITS FOR EDITING DEPARTMENT

MB15.01 Screen Credits for Picture Editors on Theatrical and Television Motion Pictures

- (a) The Producer shall accord credit in a "prominent" place on all positive prints of each Theatrical and Television Motion Picture to the Editor who edited such Motion Picture. Screen credit for the Picture Editor shall read "Edited by" or "Editor" or "Film Editor".
- (b) The term "prominent place" means no less than a separate card, or its equivalent in a crawl. The screen credit for the Picture Editor shall not be less than the size and style of type, positioning and length of viewing of the screen credit for the Art Director and the Director of Photography. Screen credit for the Picture Editor will appear in the "head" credits if the Director of Photography and the Art Director's credits also appear in the "head" credits. The screen credit for the Art Director and/or Director

of Photography may appear first.

MB15.02 Screen Credits for Editing Department Personnel on Theatrical and Television Motion Pictures

- (a) On all Theatrical Motion Pictures and Television Motion Pictures over sixty-one (60) minutes in length, all Editing Department personnel engaged on such Motion Pictures shall receive screen credit for their classification.
- (b) On all Television Motion Pictures sixty (60) minutes or less in length, the Picture Editor shall receive screen credit in accordance with article MB15.01 and all Sound Editors engaged on such Motion Pictures shall receive screen credit for their classification. The granting of screen credit for all other Editing Department personnel shall be subject to negotiation between each individual Guild Member and the Producer.

MB15.03 Screen Credits for Editing Department Personnel on all other Motion Pictures

On all Motion Pictures other than Theatrical and Television Motion Pictures, the granting of screen credit and the size, positioning and length of viewing of the screen credit shall be subject to negotiation between each individual Guild Member and the Producer.

MB15.04 Publicity

The Producer shall list the name(s) of the Supervising Editors, Editors and First Assistant Editors when submitting any credits for any person working on the Motion Picture to any trade or other publication for the purpose of reviews and/or publicity.

MB15.05 Professional Designations

If any Guild Member has the proper right and authority to include after his name the name or initials of any professional designation, such as "c.f.e.", for example, the Producer shall include the name or initials of any such proper professional designation after the name of such Guild Member in all screen or other credits given by the Producer to such Guild Member.

MB16.00 MINIMUM STAFFING

MB16.01 Director Required

A Director must be engaged prior to the beginning of principal photography and continue to be engaged at least up to the delivery of the Director's cut.

MB16.02 Minimum Staffing Commensurate with Nature of Project

The number of Guild Members engaged 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 engaged. It is acknowledged that the character of non-traditional, non-dramatic types of low budget (tier F) Productions will require different minimum staffing levels.

MB16.03 Order of Engagement

- (a) Whenever the duties of a department (Production Management, Assistant Direction, Location Management, Editing Department, Accounting Department) are to be performed, a Department Head (i.e., Production Manager, First Assistant Director, Location Manager, Production Accountant, etc.) shall be engaged. Any subsequent Guild Members who may be engaged in a department will be engaged 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 Department shall be engaged. A department 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 engagement in each department shall be as follows:

| Department | Order of Engagement: | | | |
|------------------------------|--------------------------------|----------------------------|----------------------------------|-------------------------------|
| | 1 | 2 | 3 | 4 |
| Production Management | Production Manager | Production Coordinator | Assistant Production Coordinator | Office PA |
| Assistant Direction | First Assistant Director | Second Assistant Director | Third Assistant Director | On-Set PA |
| Location Management | Location Manager | Assistant Location Manager | Location PA | |
| Sound Editing | Supervising Sound Editor | Sound Editor | First Assistant Sound Editor | Second Assistant Sound Editor |
| | Sound Editor Department Head | | | |
| Picture Editing | Supervising Picture Editor | Picture Editor | First Assistant Picture Editor | Assistant Picture Editor |
| | Picture Editor Department Head | | | |
| Accounting Department | Production Accountant | First Assistant Accountant | Second Assistant Accountant | |

MB16.04 Responsibility of Department Head

The department head will be responsible for recommending crew size for the safe and proper functioning within the department. A department 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 Producer.

MB16.05 Preparation and Completion Time

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.

MB16.06 Trainee Assignments

Recognizing the need to maintain support of programs designed to develop adequate numbers of competent workers in the film and television industry, the Producer may engage trainees in the respective departments, by order of engagement established in article MB16.03 (b) to perform such work as is within their capabilities and which is customarily performed by the department in which they are training. On request, the District Council will provide the Producer with a copy of an up-to-date list of Members of the Guild who have been accredited to accept trainee assignments.

MB16.07 Duties not Assigned Outside of Classifications

The duties of the classifications used in article MB16.03 (b) as such duties are presently performed and were previously and customarily performed in the film and television industry shall not be assigned by the Producer to Production Assistants or other personnel.

MB16.08 Production Assistant

- (a) Office Production Assistants may be engaged at any time.
- (b) Location Production Assistants may be engaged at any time provided they perform only those duties specified in article 11.24 of the core Agreement.
- (c) On request, the District Council will provide the Producer with a copy of an up-to-date list of Members of the Guild who have indicated their willingness to accept Production Assistant assignments.
- (d) The District Council shall allow a person holding a current applicant registration non-Member to work as a Production Assistant on the payment by such non-member of a work permit fee to the Guild of five dollars (\$5.00) per Day of engagement. However, a Member Office Production Assistant must be engaged before a general Office Production Assistant and a Member On-set and/or Location Production Assistant must be engaged before a general On-Set and/or Location Production Assistant.

MB16.09 Additional Photography

Minimum personnel on Second Units and other additional units, trailers, staged talent tests and promos shall include department heads and assistants as needed in the order of engagement. There is no requirement of a trainee on Second Units and other additional, units, trailers, staged talent tests and promos.

MB16.10 Dual Capacity

A Guild Member shall not be allowed to function in a dual capacity without the written consent of the District Council.

MB16.11 Minimum Personnel: Directors

- (a) The Producer will engage one (1) Director for the Production period of the Motion

Picture.

(b) Television Series

On a television Series, the Producer will engage at least two (2) Directors for the Series who shall function on a "prep-shoot" basis.

(c) Each Director shall be engaged pursuant to a specific term engagement.

MB16.12 Minimum Personnel: Production Department

(a) For the purposes of article MB16.00, the Production Department shall be deemed to consist of the Production Management department, the Assistant Director department, the Locations department and the Accounting Department.

(b) Except on television Series, the Producer will engage as Department heads at least one (1) Production Manager in the Production Manager Department, one (1) First Assistant Director in the Assistant Director Department, one (1) Location Manager in the Locations Department and one (1) Production Accountant in the Accounting Department.

(c) Television Series

On a television Series, the Producer will engage at least two (2) First Assistant Directors and one (1) Location Manager, all of whom shall function on a "prep-shoot" basis, and at least one (1) Production Manager.

MB16.13 Minimum Period of Engagement

The Producer will engage a Guild Member in each classification set out in articles MB16.01 and MB16.02 for a minimum of five (5) work days each and every week of principal photography, and where applicable, each and every week of pre-Production.

MB16.14 Minimum Personnel: Picture and Sound Editing Departments

(a) Picture Editing

The Producer will engage at least one (1) Picture Editor for a minimum of five (5) work days each and every week during the Picture Post Production Period.

(b) Sound Editing

The Producer will engage at least one (1) Sound Editor for a minimum of five (5) work days each and every week during the Sound Post Production Period.

(c) Supervising Editor

If a Guild Member coordinates, directs or supervises the work of any Editor or group of Editors and also performs any of the work functions of an Editor, then that person must be engaged, classified, credited and paid as a Supervising Editor.

MB16.15 Minimum Personnel: Second Unit

On Second Unit shooting, the Producer will engage at least one (1) First Assistant Director and one (1) Production Assistant in the AD Department and at least one (1) Location Manager or Assistant Location Manager in the Locations Department, however requirements for the shooting of inserts and plate shots can

be separately determined in consultation with department heads.

MB16.16 Minimum Personnel: Strip Program

For a Strip Program shot on videotape or in a television style multi-camera film shoot using a control room staff and television floor manager and assistants instead of Assistant Directors, the only minimum personnel requirement is the engagement of one (1) Director, provided that the Director has adequate time to prepare shooting plans as part of the Director's work period. If this proviso cannot be met, then the Producer shall engage at least two (2) Directors in accordance with article MB16.11 (b).

MB16.17 Determination of Minimum Personnel Requirements

(a) Subject to article MB16.17 (b) the minimum personnel requirements for each department, including duration of engagement of such personnel, will be determined through mutual consultation and agreement between the department head of each department and the Producer.

(b) Where the department head is a Permittee, then the minimum personnel requirements for that department shall be determined through mutual consultation and agreement between the Producer and the highest ranking Guild Member in the department, not by the department head. Rank shall be determined by job classification, and if necessary, by date of engagement.

(c) On a television Series or any other Production where two (2) or more Guild Members occupy the same classification, the department head shall be selected and rank under article MB16.17 (b) shall be determined on the basis of which Guild Member was engaged first.

(d) Where two (2) or more Guild Members occupy the same classification, the Guild Member who is responsible for consultation and agreement with the Producer under article MB16.17 (a) and MB16.17 (b) in determining minimum personnel requirements shall consult with the other Guild Members in the same classification with respect to those requirements.

MB16.18 Option to Terminate Engagement in Absence of Minimum Personnel

If there is no consultation or agreement under article MB16.17 (a) or MB16.17 (b), then in addition to the relief available under article 10.00 of the core Agreement, the department head under article MB16.17 (a) or the Guild Member under article MB16.17 (b) may in his sole and unfettered discretion terminate his engagement forthwith, without notice or compensation in lieu thereof. In such a case, termination of the engagement shall be without any liability whatsoever to the department head or Guild Member.

MB16.19 Producer to Engage Sufficient Numbers of Guild Members
 The Producer will engage a sufficient number of Guild Members so as to ensure that each Guild Member is able to complete his work in an efficient, safe, creative and productive manner and in accordance with the job classifications and descriptions contained herein.

MB16.20 Co-Productions
 Where it is established that a Motion Picture is a bona fide Co-Production governed by an official Co-Production Treaty between Canada and another country, the parties to this Agreement recognize that the application of this article MB16.00 may be subject to the terms of the relevant international Co-Production Treaty and agreement. The parties recognize that where a Co-Production Treaty between Canada and another country or other countries imposes employment obligations on the Producer's Production, the referral procedures may be subordinate to such obligations.

MB17.00 APPROVED LIST OF ARBITRATORS

MB17.01 Approved List of Arbitrators
 Contact the District Council and the CMPA for a list of agreed arbitrators in the event of disputes arising pursuant to article 10.00.

MB18.00 WORK PERMIT FEES

MB18.01 Non-Canadian and Canadian Work Permit Fees

(a) Non-Canadian Permittees
 For each non-Canadian Permittee, the Producer agrees to deduct from that non-Canadian Permittee's Gross Remuneration and remit directly to the District Council, a permit fee of two hundred dollars (\$200.00) plus applicable GST per week of engagement, or portion thereof.

(b) Canadian Permittees

(i) For each Canadian Permittee engaged in the classification of Director, the Producer agrees to deduct from that Canadian Permittee's Gross Remuneration and remit directly to the District Council, a permit fee of two hundred dollars (\$200.00) plus applicable GST per week of engagement, or portion thereof.

(ii) For each Canadian Permittee engaged in a Guild classification other than that of Director, Production Assistant or Accounting Clerk, the Producer agrees to deduct from that Canadian Permittee's Gross Remuneration and remit directly to the District Council, permit fees as follows plus applicable GST per week of engagement, or portion thereof:

Tiers A or B one hundred dollars (\$100.00)

Tier C seventy-five dollars

(\$ 75.00)

Tier D sixty-dollars (\$ 60.00)

Tier E fifty dollars (\$ 50.00)

Tier F twenty-five dollars (\$ 25.00)

(iii) For each Canadian Permittee engaged in the Guild classification of Production Assistant and Accounting Clerk, the Producer agrees to deduct from that Canadian Permittee's Gross Remuneration and remit directly to the District Council, a permit fee of five dollars (\$5.00) per Day of engagement plus applicable GST.

MB19.00 GENERAL PROVISIONS

MB19.01 Use of Animals

(a) If the Producer requires a Guild Member to work with or near animals which are being used in the Production, then the Producer shall ensure that the animals are reasonably secured or cordoned off under the direct and constant supervision of a qualified trainer or wrangler.

(b) The Producer shall not require any Guild Member to do anything, or omit to do anything, which constitutes cruelty to animals.

(c) The Producer shall not use a Guild Member 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.

MB19.02 Specialized Work Insurance
 If a Guild Member agrees to perform services while flying in an aircraft, the Producer shall provide each Guild Member with a minimum of three hundred and fifty thousand dollars (\$350,000) of accidental death and dismemberment Insurance for each Day on which the Guild Member 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) metres 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 Guild Member or in the event of death to the beneficiary designated by such Guild Member. If no designation has been made then such benefit shall be paid to the estate of the deceased.

BUDGET TIERS

The tiers apply from adherence until the expiration of this Agreement.

(a) Theatrical Motion Pictures (includes "Features")

| Tier | 2010-2012 |
|------|----------------------------|
| A | \$10,383,776 and over |
| B | \$5,781,360 - \$10,383,775 |
| C | \$3,536,832 - \$5,781,359 |
| D | \$2,289,000 - \$3,536,831 |
| E | \$1,300,000 - \$2,288,999 |
| F | under \$1,300,000 |

(b) Movies for Television (includes "Direct to Video")

| Tier | 2010-2012 |
|------|---------------------------|
| A | \$7,781,030 and over |
| B | \$5,835,773 - \$7,781,029 |
| C | \$3,242,096 - \$5,835,772 |
| D | \$2,289,000 - \$3,242,095 |
| E | \$1,199,000 - \$2,288,999 |
| F | under \$1,199,000 |

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

| Tier | 2010-2012 |
|------|---------------------------|
| A | \$6,234,800 and over |
| B | \$4,534,400 - \$6,234,799 |
| C | \$3,400,800 - \$4,534,399 |
| D | \$2,289,000 - \$3,400,799 |
| E | \$1,199,000 - \$2,288,999 |
| F | under \$1,199,000 |

(d) Television Series - ½ hour episode (includes Pilots, Anthologies, Episodic Television Series, Television Drama Specials, Spinoffs, Variety Series & Specials)

| Tier | 2010-2012 |
|------|-----------------------|
| A | \$997,568 and over |
| B | \$725,504 - \$997,567 |
| C | \$498,784 - \$725,503 |
| D | \$362,752 - \$498,783 |
| E | \$136,250 - \$362,751 |
| F | under \$136,250 |

(e) Television Series – 1 hour episode (includes Pilots, Anthologies, Episodic Television Series, Television Drama Specials, Spinoffs, Variety Series & Specials)

| Tier | 2010-2012 |
|------|---------------------------|
| A | \$1,655,056 and over |
| B | \$1,303,640 - \$1,655,055 |
| C | \$918,216 - \$1,303,639 |
| D | \$589,472 - \$918,215 |
| E | \$245,250 - \$589,471 |
| F | under \$245,250 |

(f) Serial and Strip Programs – ½ hour

| Tier | 2010-2012 |
|------|-----------------------|
| A | \$521,456 and over |
| B | \$464,776 - \$521,455 |
| C | \$328,744 - \$464,775 |
| D | \$204,048 - \$328,743 |
| E | \$119,900 - \$204,047 |
| F | under \$119,900 |

(g) Serial and Strip Programs – 1 hour

| Tier | 2010-2012 |
|------|-------------------------|
| A | \$1,042,912 and over |
| B | \$918,216 - \$1,042,911 |
| C | \$657,488 - \$918,215 |
| D | \$260,728 - \$657,487 |
| E | \$207,100 - \$260,727 |
| F | under \$207,100 |

(h) Other Productions – Per minute of finished material

| Tier | 2010-2012 |
|------|---------------------|
| A | \$41,565 and over |
| B | \$30,229 - \$41,564 |
| C | \$20,782 - \$30,228 |
| D | \$15,115 - \$20,781 |
| E | \$5,677 - \$15,114 |
| F | under \$5,677 |

M A N I T O B A - S C H E D U L E 4
R A T E S H E E T S

2010 Weekly

The rates for 2010 apply from the date of adherence to January 2, 2011.

| Production Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
|---|---------------|---------------|---------------|---------------|---------------|---------------|
| Production Manager | \$2,979.00 | \$2,813.00 | \$2,535.00 | \$2,395.00 | \$2,273.00 | Negotiable |
| Assistant Production Manager/UM | \$2,090.00 | \$1,977.00 | \$1,784.00 | \$1,683.00 | \$1,596.00 | Negotiable |
| First Assistant Director | \$2,872.00 | \$2,711.00 | \$2,444.00 | \$2,304.00 | \$2,186.00 | Negotiable |
| Second Assistant Director | \$2,068.00 | \$1,956.00 | \$1,763.00 | \$1,661.00 | \$1,586.00 | Negotiable |
| Third Assistant Director | \$1,254.00 | \$1,184.00 | \$1,061.00 | \$1,007.00 | \$ 958.00 | Negotiable |
| Set Production Assistant | \$ 893.00 | \$ 893.00 | \$ 893.00 | \$ 850.00 | \$ 850.00 | Negotiable |
| Location Manager | \$2,170.00 | \$2,058.00 | \$1,849.00 | \$1,752.00 | \$1,661.00 | Negotiable |
| Assistant Location Manager | \$1,519.00 | \$1,440.00 | \$1,294.00 | \$1,227.00 | \$1,163.00 | Negotiable |
| Location Production Assistant | \$ 893.00 | \$ 893.00 | \$ 893.00 | \$ 850.00 | \$ 850.00 | Negotiable |
| Production Coordinator | \$1,693.00 | \$1,602.00 | \$1,463.00 | \$1,377.00 | \$1,320.00 | Negotiable |
| Assistant Production Coordinator | \$1,281.00 | \$1,222.00 | \$1,115.00 | \$1,013.00 | \$ 980.00 | Negotiable |
| Office Production Assistant | \$ 893.00 | \$ 893.00 | \$ 893.00 | \$ 850.00 | \$ 850.00 | Negotiable |
| Sound Editing Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Supervising Sound Editor | \$3,183.00 | \$3,006.00 | \$2,706.00 | \$2,567.00 | \$2,435.00 | Negotiable |
| Sound Editor | \$2,915.00 | \$2,749.00 | \$2,476.00 | \$2,342.00 | \$2,219.00 | Negotiable |
| First Assistant Sound Editor | \$1,881.00 | \$1,779.00 | \$1,602.00 | \$1,517.00 | \$1,445.00 | Negotiable |
| Second Assistant Sound Editor | \$1,265.00 | \$1,190.00 | \$1,066.00 | \$1,013.00 | \$ 974.00 | Negotiable |
| Picture Editing Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Supervising Picture Editor | \$3,183.00 | \$3,006.00 | \$2,706.00 | \$2,567.00 | \$2,435.00 | Negotiable |
| Picture Editor | \$2,915.00 | \$2,749.00 | \$2,476.00 | \$2,342.00 | \$2,219.00 | Negotiable |
| First Assistant Picture Editor | \$1,881.00 | \$1,779.00 | \$1,602.00 | \$1,517.00 | \$1,445.00 | Negotiable |
| Assistant Picture Editor per 11.35 (c) | \$1,265.00 | \$1,190.00 | \$1,066.00 | \$1,013.00 | \$ 893.00 | Negotiable |
| Assistant Picture Editor | \$1,109.00 | \$1,048.00 | \$ 943.00 | \$ 895.00 | \$ 861.00 | Negotiable |
| Production Accounting Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Production Accountant | \$2,219.00 | \$2,101.00 | \$1,881.00 | \$1,784.00 | \$1,699.00 | Negotiable |
| First Assistant Accountant/General | \$1,458.00 | \$1,377.00 | \$1,265.00 | \$1,211.00 | \$1,153.00 | Negotiable |
| Second Assistant Accountant | \$1,093.00 | \$1,034.00 | \$ 935.00 | \$ 893.00 | \$ 893.00 | Negotiable |
| Accounting Clerk | \$ 893.00 | \$ 893.00 | \$ 893.00 | \$ 850.00 | \$ 850.00 | Negotiable |

M A N I T O B A - S C H E D U L E 4
R A T E S H E E T S

2010 Daily

The rates for 2010 apply from the date of adherence to January 2, 2011.

| Production Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
|---|---------------|---------------|---------------|---------------|---------------|---------------|
| Production Manager | \$ 750.23 | \$ 712.71 | \$ 643.07 | \$ 610.95 | \$ 573.70 | Negotiable |
| Assistant Production Manager/UM | \$ 525.15 | \$ 498.38 | \$ 455.51 | \$ 428.75 | \$ 411.32 | Negotiable |
| First Assistant Director | \$ 723.46 | \$ 685.94 | \$ 621.66 | \$ 584.13 | \$ 552.07 | Negotiable |
| Second Assistant Director | \$ 519.80 | \$ 493.03 | \$ 450.16 | \$ 423.39 | \$ 405.91 | Negotiable |
| Third Assistant Director | \$ 326.94 | \$ 305.53 | \$ 273.31 | \$ 257.25 | \$ 243.53 | Negotiable |
| Set Production Assistant | \$ 223.25 | \$ 223.25 | \$ 223.25 | \$ 212.20 | \$ 212.50 | Negotiable |
| Location Manager | \$ 546.66 | \$ 519.80 | \$ 471.57 | \$ 444.40 | \$ 427.58 | Negotiable |
| Assistant Location Manager | \$ 382.64 | \$ 363.90 | \$ 330.17 | \$ 311.43 | \$ 299.32 | Negotiable |
| Location Production Assistant | \$ 223.25 | \$ 223.25 | \$ 223.25 | \$ 212.20 | \$ 212.50 | Negotiable |
| Production Coordinator | \$ 434.10 | \$ 412.64 | \$ 375.16 | \$ 359.06 | \$ 341.09 | Negotiable |
| Assistant Production Coordinator | \$ 332.29 | \$ 321.58 | \$ 284.01 | \$ 257.45 | \$ 248.98 | Negotiable |
| Office Production Assistant* | \$ 223.25 | \$ 223.25 | \$ 223.25 | \$ 212.20 | \$ 212.50 | Negotiable |
| 8 Hour Production Assistant MB1.01(c)* | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | |
| Sound Editing Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Supervising Sound Editor | \$ 798.46 | \$ 755.58 | \$ 685.94 | \$ 648.42 | \$ 622.40 | Negotiable |
| Sound Editor | \$ 734.17 | \$ 696.65 | \$ 632.36 | \$ 600.24 | \$ 557.48 | Negotiable |
| First Assistant Sound Editor | \$ 476.92 | \$ 450.16 | \$ 412.64 | \$ 391.22 | \$ 373.47 | Negotiable |
| Second Assistant Sound Editor | \$ 326.94 | \$ 305.53 | \$ 273.36 | \$ 257.25 | \$ 248.98 | Negotiable |
| Picture Editing Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Supervising Picture Editor | \$ 798.46 | \$ 755.58 | \$ 685.94 | \$ 648.42 | \$ 622.40 | Negotiable |
| Picture Editor | \$ 734.17 | \$ 696.65 | \$ 632.36 | \$ 600.24 | \$ 557.48 | Negotiable |
| First Assistant Picture Editor | \$ 476.92 | \$ 450.16 | \$ 412.64 | \$ 391.22 | \$ 373.47 | Negotiable |
| Assistant Picture Editor per 11.35 (c) | \$ 326.94 | \$ 305.53 | \$ 273.36 | \$ 257.25 | \$ 248.99 | Negotiable |
| Assistant Picture Editor | \$ 305.53 | \$ 289.37 | \$ 262.60 | \$ 249.22 | \$ 223.25 | Negotiable |
| Production Accounting Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Production Accountant | \$ 557.32 | \$ 531.09 | \$ 476.92 | \$ 450.16 | \$ 432.99 | Negotiable |
| First Assistant Accountant/General | \$ 375.16 | \$ 359.06 | \$ 326.94 | \$ 316.23 | \$ 292.28 | Negotiable |
| Second Assistant Accountant | \$ 278.66 | \$ 262.60 | \$ 233.75 | \$ 223.25 | \$ 223.25 | Negotiable |
| Accounting Clerk | \$ 223.25 | \$ 223.25 | \$ 223.25 | \$ 212.20 | \$ 212.50 | Negotiable |

* No PA who works 5 days in a pay period shall be paid less than the 70hr weekly rate

M A N I T O B A - S C H E D U L E 4 R A T E S H E E T S

2011 Weekly

The rates for 2011 apply from January 3, 2011 to January 1, 2012.

| Production Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
|---|---------------|---------------|---------------|---------------|---------------|---------------|
| Production Manager | \$3,039.00 | \$2,869.00 | \$2,585.00 | \$2,443.00 | \$2,318.00 | Negotiable |
| Assistant Production Manager/UM | \$2,132.00 | \$2,017.00 | \$1,820.00 | \$1,716.00 | \$1,628.00 | Negotiable |
| First Assistant Director | \$2,930.00 | \$2,766.00 | \$2,492.00 | \$2,350.00 | \$2,230.00 | Negotiable |
| Second Assistant Director | \$2,110.00 | \$1,995.00 | \$1,798.00 | \$1,694.00 | \$1,618.00 | Negotiable |
| Third Assistant Director | \$1,279.00 | \$1,208.00 | \$1,082.00 | \$1,027.00 | \$ 977.00 | Negotiable |
| Set Production Assistant | \$ 910.00 | \$ 910.00 | \$ 910.00 | \$ 867.00 | \$ 867.00 | Negotiable |
| Location Manager | \$2,214.00 | \$2,099.00 | \$1,886.00 | \$1,787.00 | \$1,695.00 | Negotiable |
| Assistant Location Manager | \$1,550.00 | \$1,469.00 | \$1,320.00 | \$1,251.00 | \$1,186.00 | Negotiable |
| Location Production Assistant | \$ 910.00 | \$ 910.00 | \$ 910.00 | \$ 867.00 | \$ 867.00 | Negotiable |
| Production Coordinator | \$1,727.00 | \$1,634.00 | \$1,492.00 | \$1,405.00 | \$1,347.00 | Negotiable |
| Assistant Production Coordinator | \$1,306.00 | \$1,246.00 | \$1,137.00 | \$1,033.00 | \$1,000.00 | Negotiable |
| Office Production Assistant | \$ 910.00 | \$ 910.00 | \$ 910.00 | \$ 867.00 | \$ 867.00 | Negotiable |
| Sound Editing Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Supervising Sound Editor | \$3,247.00 | \$3,066.00 | \$2,760.00 | \$2,618.00 | \$2,484.00 | Negotiable |
| Sound Editor | \$2,973.00 | \$2,804.00 | \$2,525.00 | \$2,389.00 | \$2,263.00 | Negotiable |
| First Assistant Sound Editor | \$1,919.00 | \$1,815.00 | \$1,634.00 | \$1,547.00 | \$1,474.00 | Negotiable |
| Second Assistant Sound Editor | \$1,290.00 | \$1,213.00 | \$1,088.00 | \$1,033.00 | \$ 994.00 | Negotiable |
| Picture Editing Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Supervising Picture Editor | \$3,247.00 | \$3,066.00 | \$2,760.00 | \$2,618.00 | \$2,484.00 | Negotiable |
| Picture Editor | \$2,973.00 | \$2,804.00 | \$2,525.00 | \$2,389.00 | \$2,263.00 | Negotiable |
| First Assistant Picture Editor | \$1,919.00 | \$1,815.00 | \$1,634.00 | \$1,547.00 | \$1,474.00 | Negotiable |
| Assistant Picture Editor per 11.35 (c) | \$1,290.00 | \$1,213.00 | \$1,088.00 | \$1,033.00 | \$ 984.00 | Negotiable |
| Assistant Picture Editor | \$1,131.00 | \$1,069.00 | \$ 962.00 | \$ 913.00 | \$ 911.00 | Negotiable |
| Production Accounting Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Production Accountant | \$2,263.00 | \$2,143.00 | \$1,919.00 | \$1,820.00 | \$1,733.00 | Negotiable |
| First Assistant Accountant/General | \$1,487.00 | \$1,405.00 | \$1,290.00 | \$1,253.00 | \$1,176.00 | Negotiable |
| Second Assistant Accountant | \$1,115.00 | \$1,055.00 | \$ 954.00 | \$ 911.00 | \$ 911.00 | Negotiable |
| Accounting Clerk | \$ 910.00 | \$ 910.00 | \$ 910.00 | \$ 867.00 | \$ 867.00 | Negotiable |

M A N I T O B A - S C H E D U L E 4 R A T E S H E E T S

2011 Daily

The rates for 2011 apply from January 3, 2011 to January 1, 2012.

| Production Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
|---|---------------|---------------|---------------|---------------|---------------|---------------|
| Production Manager | \$ 765.23 | \$ 726.96 | \$ 655.93 | \$ 623.17 | \$ 585.17 | Negotiable |
| Assistant Production Manager/UM | \$ 535.65 | \$ 508.35 | \$ 464.62 | \$ 437.32 | \$ 419.54 | Negotiable |
| First Assistant Director | \$ 737.93 | \$ 699.66 | \$ 634.09 | \$ 595.82 | \$ 563.12 | Negotiable |
| Second Assistant Director | \$ 530.19 | \$ 502.89 | \$ 459.16 | \$ 431.86 | \$ 414.03 | Negotiable |
| Third Assistant Director | \$ 333.48 | \$ 311.64 | \$ 278.77 | \$ 262.39 | \$ 248.40 | Negotiable |
| Set Production Assistant | \$ 227.72 | \$ 227.72 | \$ 227.72 | \$ 216.75 | \$ 216.75 | Negotiable |
| Location Manager | \$ 557.60 | \$ 530.19 | \$ 481.00 | \$ 453.29 | \$ 436.14 | Negotiable |
| Assistant Location Manager | \$ 390.29 | \$ 371.18 | \$ 336.77 | \$ 317.66 | \$ 305.31 | Negotiable |
| Location Production Assistant | \$ 227.72 | \$ 227.72 | \$ 227.72 | \$ 216.75 | \$ 216.75 | Negotiable |
| Production Coordinator | \$ 442.78 | \$ 420.89 | \$ 382.67 | \$ 366.24 | \$ 347.91 | Negotiable |
| Assistant Production Coordinator | \$ 338.94 | \$ 328.02 | \$ 289.69 | \$ 262.39 | \$ 253.96 | Negotiable |
| Office Production Assistant* | \$ 227.72 | \$ 227.72 | \$ 227.72 | \$ 216.75 | \$ 216.75 | Negotiable |
| 8 Hour Production Assistant MB1.01(c)* | \$ 102.00 | \$ 102.00 | \$ 102.00 | \$ 102.00 | \$ 102.00 | |
| Sound Editing Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Supervising Sound Editor | \$ 814.42 | \$ 770.69 | \$ 699.66 | \$ 661.39 | \$ 634.85 | Negotiable |
| Sound Editor | \$ 748.85 | \$ 710.58 | \$ 645.00 | \$ 612.25 | \$ 568.63 | Negotiable |
| First Assistant Sound Editor | \$ 486.46 | \$ 459.16 | \$ 420.89 | \$ 399.05 | \$ 380.94 | Negotiable |
| Second Assistant Sound Editor | \$ 333.48 | \$ 311.64 | \$ 278.82 | \$ 262.39 | \$ 253.96 | Negotiable |
| Picture Editing Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Supervising Picture Editor | \$ 814.42 | \$ 770.69 | \$ 699.66 | \$ 661.39 | \$ 634.85 | Negotiable |
| Picture Editor | \$ 748.85 | \$ 710.58 | \$ 645.00 | \$ 612.25 | \$ 568.63 | Negotiable |
| First Assistant Picture Editor | \$ 486.46 | \$ 459.16 | \$ 420.89 | \$ 399.05 | \$ 380.94 | Negotiable |
| Assistant Picture Editor per 11.35 (c) | \$ 333.48 | \$ 311.64 | \$ 278.82 | \$ 262.39 | \$ 251.47 | Negotiable |
| Assistant Picture Editor | \$ 311.64 | \$ 295.15 | \$ 267.85 | \$ 254.20 | \$ 227.72 | Negotiable |
| Production Accounting Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Production Accountant | \$ 568.46 | \$ 541.71 | \$ 486.46 | \$ 459.16 | \$ 441.65 | Negotiable |
| First Assistant Accountant/General | \$ 382.67 | \$ 366.24 | \$ 333.48 | \$ 322.56 | \$ 298.13 | Negotiable |
| Second Assistant Accountant | \$ 284.23 | \$ 267.85 | \$ 238.50 | \$ 227.75 | \$ 227.75 | Negotiable |
| Accounting Clerk | \$ 227.72 | \$ 227.72 | \$ 227.72 | \$ 216.75 | \$ 216.75 | Negotiable |

* No PA who works 5 days in a pay period shall be paid less than the 70hr weekly rate

M A N I T O B A - S C H E D U L E 4 R A T E S H E E T S

2012 Weekly

The rates for 2012 apply from January 2, 2012 to December 31, 2012.

| Production Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
|---|---------------|---------------|---------------|---------------|---------------|---------------|
| Production Manager | \$3,100.00 | \$2,927.00 | \$2,637.00 | \$2,492.00 | \$2,365.00 | Negotiable |
| Assistant Production Manager/UM | \$2,174.00 | \$2,057.00 | \$1,857.00 | \$1,751.00 | \$1,661.00 | Negotiable |
| First Assistant Director | \$2,988.00 | \$2,821.00 | \$2,542.00 | \$2,397.00 | \$2,275.00 | Negotiable |
| Second Assistant Director | \$2,152.00 | \$2,035.00 | \$1,834.00 | \$1,728.00 | \$1,650.00 | Negotiable |
| Third Assistant Director | \$1,305.00 | \$1,232.00 | \$1,104.00 | \$1,048.00 | \$ 997.00 | Negotiable |
| Set Production Assistant | \$ 929.00 | \$ 929.00 | \$ 929.00 | \$ 884.00 | \$ 884.00 | Negotiable |
| Location Manager | \$2,258.00 | \$2,141.00 | \$1,923.00 | \$1,823.00 | \$1,729.00 | Negotiable |
| Assistant Location Manager | \$1,581.00 | \$1,499.00 | \$1,346.00 | \$1,276.00 | \$1,210.00 | Negotiable |
| Location Production Assistant | \$ 929.00 | \$ 929.00 | \$ 929.00 | \$ 884.00 | \$ 884.00 | Negotiable |
| Production Coordinator | \$1,762.00 | \$1,667.00 | \$1,522.00 | \$1,433.00 | \$1,374.00 | Negotiable |
| Assistant Production Coordinator | \$1,132.00 | \$1,271.00 | \$1,160.00 | \$1,054.00 | \$1,020.00 | Negotiable |
| Office Production Assistant | \$ 929.00 | \$ 929.00 | \$ 929.00 | \$ 884.00 | \$ 884.00 | Negotiable |
| Sound Editing Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Supervising Sound Editor | \$3,312.00 | \$3,128.00 | \$2,815.00 | \$2,671.00 | \$2,534.00 | Negotiable |
| Sound Editor | \$3,033.00 | \$2,860.00 | \$2,576.00 | \$2,436.00 | \$2,308.00 | Negotiable |
| First Assistant Sound Editor | \$1,957.00 | \$1,851.00 | \$1,667.00 | \$1,578.00 | \$1,503.00 | Negotiable |
| Second Assistant Sound Editor | \$1,316.00 | \$1,238.00 | \$1,109.00 | \$1,054.00 | \$1,014.00 | Negotiable |
| Picture Editing Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Supervising Picture Editor | \$3,312.00 | \$3,128.00 | \$2,815.00 | \$2,671.00 | \$2,534.00 | Negotiable |
| Picture Editor | \$3,033.00 | \$2,860.00 | \$2,576.00 | \$2,436.00 | \$2,308.00 | Negotiable |
| First Assistant Picture Editor | \$1,957.00 | \$1,851.00 | \$1,667.00 | \$1,578.00 | \$1,503.00 | Negotiable |
| Assistant Picture Editor per 11.35 (c) | \$1,316.00 | \$1,238.00 | \$1,109.00 | \$1,054.00 | \$ 1,004.00 | Negotiable |
| Assistant Picture Editor | \$1,154.00 | \$1,090.00 | \$ 981.00 | \$ 931.00 | \$ 929.00 | Negotiable |
| Production Accounting Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Production Accountant | \$2,308.00 | \$2,185.00 | \$1,957.00 | \$1,857.00 | \$1,768.00 | Negotiable |
| First Assistant Accountant/General | \$1,516.00 | \$1,433.00 | \$1,316.00 | \$1,260.00 | \$1,199.00 | Negotiable |
| Second Assistant Accountant | \$1,137.00 | \$1,076.00 | \$ 973.00 | \$ 929.00 | \$ 929.00 | Negotiable |
| Accounting Clerk | \$ 929.00 | \$ 929.00 | \$ 929.00 | \$ 884.00 | \$ 884.00 | Negotiable |

M A N I T O B A - S C H E D U L E 4 R A T E S H E E T S

2012 Daily

The rates for 2012 apply from January 2, 2012 to December 31, 2012.

| Production Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
|---|---------------|---------------|---------------|---------------|---------------|---------------|
| Production Manager | \$ 780.54 | \$ 741.50 | \$ 669.05 | \$ 635.63 | \$ 596.88 | Negotiable |
| Assistant Production Manager/UM | \$ 546.37 | \$ 518.52 | \$ 473.91 | \$ 446.07 | \$ 427.93 | Negotiable |
| First Assistant Director | \$ 752.69 | \$ 713.65 | \$ 646.77 | \$ 607.73 | \$ 574.38 | Negotiable |
| Second Assistant Director | \$ 540.80 | \$ 512.95 | \$ 468.34 | \$ 440.50 | \$ 422.31 | Negotiable |
| Third Assistant Director | \$ 340.15 | \$ 317.87 | \$ 284.35 | \$ 267.64 | \$ 253.36 | Negotiable |
| Set Production Assistant | \$ 232.27 | \$ 232.27 | \$ 232.27 | \$ 221.09 | \$ 221.09 | Negotiable |
| Location Manager | \$ 568.75 | \$ 540.80 | \$ 490.62 | \$ 462.35 | \$ 444.86 | Negotiable |
| Assistant Location Manager | \$ 398.10 | \$ 378.60 | \$ 343.51 | \$ 324.02 | \$ 311.41 | Negotiable |
| Location Production Assistant | \$ 232.27 | \$ 232.27 | \$ 232.27 | \$ 221.09 | \$ 221.09 | Negotiable |
| Production Coordinator | \$ 451.64 | \$ 429.31 | \$ 390.32 | \$ 373.56 | \$ 354.87 | Negotiable |
| Assistant Production Coordinator | \$ 345.71 | \$ 334.58 | \$ 295.48 | \$ 267.64 | \$ 259.04 | Negotiable |
| Office Production Assistant* | \$ 232.27 | \$ 232.27 | \$ 232.27 | \$ 221.09 | \$ 221.09 | Negotiable |
| 8 Hour Production Assistant MB1.01(c)* | \$ 104.00 | \$ 104.00 | \$ 104.00 | \$ 104.00 | \$ 104.00 | |
| Sound Editing Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Supervising Sound Editor | \$ 830.71 | \$ 786.11 | \$ 713.65 | \$ 674.62 | \$ 647.55 | Negotiable |
| Sound Editor | \$ 763.83 | \$ 724.79 | \$ 657.91 | \$ 624.93 | \$ 580.00 | Negotiable |
| First Assistant Sound Editor | \$ 496.19 | \$ 468.34 | \$ 429.31 | \$ 407.03 | \$ 388.56 | Negotiable |
| Second Assistant Sound Editor | \$ 340.15 | \$ 317.87 | \$ 284.40 | \$ 267.64 | \$ 259.04 | Negotiable |
| Picture Editing Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Supervising Picture Editor | \$ 830.71 | \$ 786.11 | \$ 713.65 | \$ 674.62 | \$ 647.55 | Negotiable |
| Picture Editor | \$ 763.83 | \$ 724.79 | \$ 657.91 | \$ 624.93 | \$ 580.00 | Negotiable |
| First Assistant Picture Editor | \$ 496.19 | \$ 468.34 | \$ 429.31 | \$ 407.03 | \$ 388.56 | Negotiable |
| Assistant Picture Editor per 11.35 (c) | \$ 340.15 | \$ 317.87 | \$ 284.40 | \$ 267.64 | \$ 256.50 | Negotiable |
| Assistant Picture Editor | \$ 317.87 | \$ 301.06 | \$ 273.21 | \$ 259.29 | \$ 232.27 | Negotiable |
| Production Accounting Department | Tier A | Tier B | Tier C | Tier D | Tier E | Tier F |
| Production Accountant | \$ 579.83 | \$ 552.54 | \$ 496.19 | \$ 468.34 | \$ 450.48 | Negotiable |
| First Assistant Accountant/General | \$ 390.32 | \$ 373.56 | \$ 340.15 | \$ 329.00 | \$ 304.09 | Negotiable |
| Second Assistant Accountant | \$ 289.92 | \$ 273.21 | \$ 243.25 | \$ 232.25 | \$ 232.25 | Negotiable |
| Accounting Clerk | \$ 232.27 | \$ 232.27 | \$ 232.27 | \$ 221.09 | \$ 221.09 | Negotiable |

* No PA who works 5 days in a pay period shall be paid less than the 70hr weekly rate

MANITOBA - SCHEDULE 4
LETTER OF UNDERSTANDING

No. 1 – Jurisdiction

1. Subject to the terms set out below, the District Council represents all of the classifications set out in the Manitoba Schedule "Pay Rates" listing.
2. The CMPA will ensure that any language that it negotiates with any other union with respect to jurisdiction over any category specified in the Manitoba Schedule "Pay Rates" listing, shall not provide that union with any greater entitlement to jurisdiction than the District Council. Any alleged breach of this obligation shall constitute an arbitrable matter under this Agreement. The arbitrator's jurisdiction shall be limited to the interpretation and/or amendment of this letter. The parties shall provide notice to any labour organization that may be affected by this proceeding.

**Canadian Media
Production Association**

Per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

**Directors Guild of Canada
Manitoba District Council**

per _____
Chair

MANITOBA - SCHEDULE 4 SUMMARY OF FRINGES/PERMIT FEES



| | VACATION PAY Payable by Producer to Member | HEALTH & WELFARE/Non-Member Equalization ^{1&2} Payable by Producer to DGC H&W Trust Fund | RETIREMENT PAY Payable by Producer to Member | ADMIN. & TRAIN. FUND ² Payable By Producer To District Council | PERMIT FEES Deduct from Permittee OR Payable by Producer & Remit To District Council | MEMBERS' CHECK-OFF ² Deduct from Member & Remit to District Council | CMPA LEVY ³ 2% |
|--|--|---|--|---|--|--|-------------------------------------|
| GUILD MEMBERS (except as below) | All Tiers 4% | Tiers A-D - 5% Tier E - 4% Tier F - 2% of Gross | Tiers A & B - 6% Tier C - 4% Tier D - 2% Tier E - 1% Tier F - 1% | Tiers A & B - 1.5% Tiers C, D & E - .5% Tier F - 0% | Not Applicable | 2% | 2% |
| Non-Canadian PERMITTEES Excluding DGA, U.S. IATSE | All Tiers 4% | Tiers A-D - 5% Tier E - 4% Tier F - 2% of Gross | Tiers A & B - 6% Tier C - 4% Tier D - 2% Tier E - 1% Tier F - 1% | Tiers A & B - 1.5% Tiers C, D & E - .5% Tier F - 0% | \$ 200/ week | 2% | 2% |
| Non-Canadian PERMITTEES DGA, U.S. IATSE ONLY | Not Applicable | Not Applicable | Not Applicable | Tiers A & B - 1.5% Tiers C, D & E - .5% Tier F - 0% | \$200 / week | 2% | 2% |
| Canadian/ Permanent Resident PERMITTEES | All Tiers 4% | Tiers A-D - 5% Tier E - 4% Tier F - 2% of Gross | Tiers A & B - 6% Tier C - 4% Tier D - 2% Tier E - 1% Tier F - 1% | Tiers A & B - 1.5% Tiers C, D & E - .5% Tier F - 0% | At ALL Tiers - Directors - \$200/Week Acct. Clerk & PA - \$5/ Day ALL OTHER CATEGORIES: Tiers A & B - \$100/ Week Tier C - \$ 75/ Week Tier D - \$ 60/ Week Tier E - \$ 50/ Week Tier F - \$ 25.00 | 2% | 2% |

Gross Remuneration Article 1.26 of 2010-2012 DGC/CMPA Standard Agreement defines as 'total compensation Producer owes to a Guild Member/ Permittee/ Loanout Corporation/ Contractor for work or services, including minimum rate plus Over-scale, if any, work premiums, vacation and statutory holiday pay or additional compensation in lieu thereof, and Director's rights acquisition fees, Series bonus and royalties, but excluding insurance and retirement contributions, and monies paid for vehicle and equipment rentals, and expenses (e.g. per diem or travel).

¹ Payable by Producers to the DGC Health and Welfare Trust Fund for Members. Non-Member equalization payable to the District Council.
² Contributions are capped at one hundred and twenty-five thousand Canadian dollars (\$125,000 CDN) of remuneration for each Guild Member and Permittee on either a per Production or per television Series cycle basis. See also MB9.01 regarding Administration and Training
³ Payable directly to CMPA as per article MB7.00

M A N I T O B A - S C H E D U L E 4
W O R K P E R M I T A P P L I C A T I O N F O R
N O N - C A N A D I A N S

I hereby apply for a work permit from the Directors Guild of Canada, Manitoba District Council (the "District Council") subject to the terms below and of the 2010 - 2012 DGC/CMPA Standard Agreement to which the District Council is a party (the "Collective Agreement"). I hereby of my own free will authorize, designate, and choose the District Council to negotiate, bargain collectively for minimum terms and conditions of engagement, and present and discuss grievances with the Producer as my exclusive collective bargaining agent and representative.

If the District Council accepts this application, I agree to be bound by and observe the Collective Agreement, the District Council's Constitution, by-laws, working conditions, rules, regulations, orders, the trust agreement and plan rules of the Directors Guild of Canada Health and Welfare Plan Trust (the "H&W Plan") as they now exist or may hereafter be amended, and decisions of the District Council's executive board, committees, its membership and/or the Trustees (the "Trustees") of the H&W Plan. I base my application for a work permit on the following facts which I affirm to be true:

I, _____, wish to be engaged by _____ as a
(PRINT NAME OF PRODUCTION COMPANY)

_____, on the Motion Picture currently known as and entitled:

" _____ " on episode number(s) _____ (if applicable)

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

Start Date: _____

I DECLARE AND AFFIRM THAT:

I am a member in good standing of the Directors Guild of America, Inc. (the "DGA") and request that my engagement be subject to the current DGA collective bargaining agreement; **OR**

I am a member in good standing of any local in the United States of America of the labour organization named the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada ("U.S. IATSE") and request that my engagement be subject to the current collective bargaining agreement of Local _____ (please complete) of U.S. IATSE; **OR**

I am not a member in good standing of either the DGA or U.S. IATSE and request that my engagement be subject to the terms and conditions of the 2010 - 2012 DGC/CMPA Standard Agreement.

I understand that the Guild may require me to present documented proof of coverage and of my membership in the DGA or U.S. I.A.T.S.E. if I so elect to be engaged subject to the terms and conditions of the collective bargaining agreement of such organization. In that regard, I also understand and agree that I shall neither be subject to the grievance and arbitration procedures provided in the collective agreement of the District Council nor have recourse to the bond held by the District Council.

IN CONSIDERATION OF RECEIVING A PERMIT TO WORK, I AUTHORIZE THE FOLLOWING ACTIONS AND AGREE THAT:

- (a) The Producer will deduct from my Gross Remuneration the District Council administration charge of 2% and a permit fee of \$200.00 per week of my engagement, plus GST, and will remit the same to the District Council weekly, subject to MB 18.00 of the Manitoba District Council Schedule.
- (b) An equalization payment of a percentage based on the Tier of the Production, as set out in article MB6.06, of my Gross Remuneration will be remitted by the Producer, except as provided in article MB6.02(b)(ii), to the District Council.
- (c) Any required Producer contributions to the District Council's group retirement savings plan (the "RRSP") will be paid to me directly, not to the RRSP, as part of my Gross Remuneration.
- (d) I am not entitled to, waive all rights to, and will not receive any benefits from the RRSP nor any health, life, dental or related benefits from the H&W Plan, and the delivery of those benefits is strictly governed by the applicable plan documents and trust agreement.
- (e) I hereby waive, release, and forever discharge any claims in respect of the H&W Plan and the RRSP ("Claims") which I may have against the Trustees of the H&W Plan, the Directors Guild of Canada or any of its District Councils, the District Council and its members, the Producer and the CMPA or any of the officers, directors, employees or agents of any of them.
- (f) I will not commence any legal proceedings before any court, labour board, arbitrator, administrative tribunal or other body whatsoever, in respect of Claims, monies remitted as equalization payments by the Producer, or deducted from my Gross Remuneration, which have been applied to District Council administration and permit fees or otherwise used in the District Council's discretion, and any benefits from or contributions to the H&W Plan or the RRSP.
- (g) Should any declaration above prove to be false, the District Council may unilaterally refuse to grant me a permit or may revoke such permit without notice once granted.

DATED AT _____, THIS _____ DAY OF _____, 20 _____

PRINT NAME _____ PHONE # (INCLUDE PAGER OR CELL) _____

ADDRESS _____

SIGNATURE OF APPLICANT _____ DATE OF BIRTH _____

SIGNATURE OF PRODUCER _____

The District Council confirms that the above named person is permitted to work, at the sole discretion of the District Council on all or part of the motion picture currently known as and entitled:

" _____ " AUTHORIZED BY _____

SIGNATURE ON BEHALF OF DISTRICT COUNCIL (PRINT NAME & TITLE)

M A N I T O B A - S C H E D U L E 4
W O R K P E R M I T A P P L I C A T I O N F O R C A N A D I A N
C I T I Z E N S A N D P E R M A N E N T R E S I D E N T S

I hereby apply for a work permit from the Directors Guild of Canada, Manitoba District Council (the "District Council") subject to the terms below and of the 2010 - 2012 DGC/CMPA Standard Agreement to which the District Council is a party (the "Collective Agreement"). I hereby of my own free will authorize, designate, and choose the District Council to negotiate, bargain collectively for minimum terms and conditions of engagement, and present and discuss grievances with the Producer as my exclusive collective bargaining agent and representative.

If the District Council accepts this application, I agree to be bound by and observe the Collective Agreement, the District Council's Constitution, by-laws, working conditions, rules, regulations, orders, the trust agreement and plan rules of the Directors Guild of Canada Health and Welfare Plan Trust (the "H&W Plan") as they now exist or may hereafter be amended, and decisions of the District Council's executive board, committees, its membership and/or the Trustees (the "Trustees") of the H&W Plan.

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

I, _____, wish to be engaged by _____ as a
(PRINT NAME OF PRODUCTION COMPANY)
 _____, on the Motion Picture currently known as and entitled:
 " _____ " on episode number(s) _____ (if applicable)

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

Start Date: _____

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

I am a resident of Canada, and a member in good standing of the DGA and the DGC. I request that my engagement be subject to the terms and conditions of the DGA's Basic Agreement. I agree to the DGC MDC administration charge of 2% and Guild assessments, if any, being deducted from my Gross Remuneration and remitted by the Producer to the DGC MDC, in accordance with articles 7.08 and 7.10 of the 2010 - 2012 DGC/CMPA Standard Agreement.

OR

I request that my engagement be subject to the terms and conditions of the 2010 - 2012 DGC/CMPA Standard Agreement and I agree to the DGC ARC administration charge of 2% being deducted from my Gross Remuneration and remitted by the Producer to DGC ADC on a weekly basis in accordance with article MB5.04 of the 2010 - 2012 DGC/CMPA Standard Agreement

IN CONSIDERATION OF RECEIVING A PERMIT TO WORK, I AUTHORIZE THE FOLLOWING ACTIONS AND AGREE THAT:

(a) The Producer will deduct from my Gross Remuneration the District Council administration charge of two percent (2%) and a permit fee subject to article MB18.00 of the Manitoba District Council Schedule, and will remit the same to the District Council weekly. The permit fees are:

For each Canadian/Permanent Resident Permittee engaged in the Guild Classification of Director - \$200.00/week of engagement or portion thereof, plus applicable GST; OR

For each Canadian/Permanent Resident Permittee engaged in a Guild Classification other than Director, Production Assistant, or Accounting Clerk, per week of engagement or portion thereof, plus applicable GST:

Tiers A or B - \$100.00 Tier C - \$75.00 Tier D - \$60.00 Tier E - \$50.00 Tier F - \$25.00

For each Canadian/Permanent Resident Permittee engaged in a Guild Classification of Production Assistant or Accounting Clerk - \$5.00 per Day of engagement, plus applicable GST.

(b) An equalization payment of a percentage based on the Tier of the Production, as set out in article MB6.06, of my Gross Remuneration will be remitted by the Producer, except as provided in article MB6.02(b)(ii), to the District Council.

(c) Any required Producer contributions to the District Council's group retirement savings plan (the "RRSP") will be paid to me directly, not to the RRSP, as part of my Gross Remuneration.

(d) I am not entitled to, waive all rights to, and will not receive any benefits from the RRSP nor any health, life, dental or related benefits from the H&W Plan, and the delivery of those benefits is strictly governed by the applicable plan documents and trust agreement.

(e) I hereby waive, release, and forever discharge any claims in respect of the H&W Plan and the RRSP ("Claims") which I may have against the Trustees of the H&W Plan, the Directors Guild of Canada or any of its District Councils, the District Council and its members, the Producer and the CMPA or any of the officers, directors, employees or agents of any of them.

(f) I will not commence any legal proceedings before any court, labour board, arbitrator, administrative tribunal or other body whatsoever, in respect of Claims, monies remitted as equalization payments by the Producer, or deducted from my Gross Remuneration, which have been applied to District Council administration and permit fees or otherwise used in the District Council's discretion, and any benefits from or contributions to the H&W Plan or the RRSP.

(g) Should any declaration above prove to be false, the District Council may unilaterally refuse to grant me a permit or may revoke such permit without notice once granted.

DATED AT _____, THIS _____ DAY OF _____, 20 _____

PRINT NAME _____ PHONE # (INCLUDE PAGER OR CELL) _____

ADDRESS _____

SIGNATURE OF APPLICANT _____ DATE OF BIRTH _____

SIGNATURE OF PRODUCER _____

The District Council confirms that the above named person is permitted to work, at the sole discretion of the District Council on all or part of the motion picture currently known as and entitled:

" _____ " AUTHORIZED BY _____

SIGNATURE ON BEHALF OF DISTRICT COUNCIL (PRINT NAME & TITLE)

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