

2010 – 2012
DGC/ CMPA
Standard Agreement

C O R E A G R E E M E N T
T a b l e o f C o n t e n t s

1.00	DEFINITIONS -----	1	3.00	PROTECTION OF BARGAINING AUTHORITY AND BARGAINING -----	4
1.01	Accounting Department-----	1	3.01	Conflicting Agreements-----	4
1.02	Anthology-----	1	3.02	Notification of Change of Name or Address-----	4
1.03	Anthology Series-----	1	3.03	Bargaining Unit Work-----	4
1.04	Art Department-----	1	3.04	Assignment of Duties-----	4
1.05	Bargaining Authorization and Voluntary Recognition Agreement-----	1	3.05	No Contracting Out-----	4
1.06	Budget-----	1	3.06	District Council Access to Studio or Location-----	4
1.07	Cable Television-----	1	4.00	APPLICABLE LEGISLATION -----	4
1.08	Call-----	1	4.01	Governing Law-----	4
1.09	Certified Budget-----	1	4.02	Producer's Obligations-----	4
1.10	CMPA-----	1	4.03	No Producer Discrimination-----	4
1.11	Collective Agreement-----	1	4.04	Severability and Replacement of Invalid Provisions-----	5
1.12	Compact Device-----	1	4.05	Harassment-----	5
1.13	Contract for Services-----	1	5.00	PRODUCER'S RIGHTS AND RULES -----	5
1.14	Contracted Rate-----	1	5.02	Producer's Rules-----	5
1.15	Dailies-----	1	6.00	DISTRICT COUNCIL SECURITY -----	5
1.16	Day-----	1	6.01	Good Standing-----	5
1.17	Direct to Video-----	1	6.02	Assignment of Compensation-----	5
1.18	DGC or Directors Guild of Canada-----	1	6.03	Guild Member in Default-----	5
1.19	Distant Location-----	1	7.00	HIRING -----	6
1.20	District Council-----	1	7.01	Availability Lists-----	6
1.21	Documentary-----	1	7.02	Hiring Rules-----	6
1.22	Editing Departments (Picture and Sound)-----	1	7.03	Combined Engagement-----	6
1.23	Episode-----	1	7.04	Consideration of Non-Guild Person for Work-----	6
1.24	Flat Deal-----	1	7.05	Issuance of Work Permits-----	6
1.25	Free Television-----	1	7.06	Work Permits-----	6
1.26	Gross Remuneration-----	1	7.07	Guild Member Works Only with Guild Members or Authorized Permittees-----	6
1.27	Guild Member-----	1	7.08	Displacement or Work Permit Fee-----	6
1.28	Loan-out Corporation-----	2	7.09	Permittees Must Observe DGC Constitution-----	6
1.29	Movie for Television (MFT)-----	2	7.10	Termination of Engagement for Failure to Remit Displacement or Work Permit Fee-----	6
1.30	Mini-Series-----	2	7.11	Alternate Arrangements-----	6
1.31	Motion Picture-----	2	7.12	No Requirement to Furnish Services or Equipment-----	6
1.32	Nearby Location-----	2	7.13	Non-Member Equalization Payments-----	7
1.33	Network Television-----	2	8.00	STRIKES AND LOCKOUTS -----	7
1.34	Non-Certified Budget-----	2	8.01	No Strikes or Lockouts During Term of Agreement-----	7
1.35	Other Production-----	2	8.02	Unfair Declaration-----	7
1.36	Over-scale-----	2	8.03	No Discipline or Discharge or Termination of a Contract for Services-----	7
1.37	Pay Television-----	2	9.00	CONSULTATION -----	7
1.38	Permittee-----	2	9.01	Production Notice-----	7
1.39	Picture Post Production Period-----	2	9.02	Budget Information-----	7
1.40	Pilot-----	2	9.03	Producer Information-----	7
1.41	Producer-----	2	9.04	Pre-Production Conference-----	7
1.42	Production-----	2	9.05	Consultation Committee to be Established upon Request-----	7
1.43	Production Department-----	2	10.00	GRIEVANCE AND ARBITRATION -----	7
1.44	Remittance-----	2	10.01	Grievance Procedure-----	7
1.45	Schedule-----	2	10.02	Grievance Defined-----	8
1.46	Second Unit-----	2	10.03	Informal Dispute Resolution-----	8
1.47	Serial Production-----	2	10.04	Initiating Grievance Procedure-----	8
1.48	Series-----	2	ARBITRATION PROCEDURE -----	8	
1.49	Sound Post Production Period-----	2	10.05	Arbitration Procedure-----	8
1.50	Standard Agreement-----	2	10.10	Arbitrator Selection-----	8
1.51	Strip Program-----	2	10.11	Powers of Arbitrator-----	9
1.52	Syndicated Television-----	2	10.12	Interest Arbitration-----	9
1.53	Television Drama Special-----	2	10.13	Credit Grievance-----	9
1.54	Television Motion Picture-----	3	11.00	CLASSIFICATIONS -----	9
1.55	Theatrical-----	3	11.01	Job Classifications and Descriptions-----	9
1.56	Variety Series-----	3	11.02	Improper Classification-----	9
1.57	Variety Special-----	3	11.03	Promotion and Demotion-----	9
1.58	Weekly Rate-----	3	11.04	No Alteration of Job Titles-----	9
2.00	RECOGNITION, TERRITORIAL JURISDICTION, PURPOSE AND SCOPE, NEGOTIATION AND ADMINISTRATION OF THIS AGREEMENT -----	3	11.05	General-----	9
2.01	Recognition of Bargaining Unit-----	3	11.06	Directors (Dir)-----	9
2.02	Favoured Nations-----	3	11.07	Second Unit Director (2UD)-----	10
2.03	Interpretation of Agreement-----	3	PRODUCTION DEPARTMENT -----	10	
2.04	Purpose-----	3	11.08	Production Manager (PM)-----	10
2.05	Scope of Agreement-----	3			
2.06	Exclusive Bargaining Agents-----	3			
2.07	Territorial Jurisdiction and Application of this Agreement-----	3			
2.08	Co-Productions-----	4			
2.09	Resolution of Jurisdictional Disputes-----	4			

C O R E A G R E E M E N T
T a b l e o f C o n t e n t s

11.09	Assistant Production Manager (APM)-----	10	12.16	Confidentiality Language-----	17
11.10	Unit Manager (UM)-----	10	13.00	NOTICE OF LAY-OFF OR REPLACEMENT, FORCE, MAJEURE, RECALL AND DISCHARGE -17	
11.11	First Assistant Director (1AD)-----	10	13.01	Force Majeure-----	17
11.12	Second Assistant Director (2AD)-----	10	13.02	Recall for Services-----	17
11.13	Third Assistant Director (3AD)-----	11	13.03	Discharge-----	17
11.14	Trainee Assistant Director (TAD)-----	11	13.04	Procedure for Discipline and Discharge-----	17
11.15	Technical Coordinator (TC)-----	11	13.05	-----	18
11.16	Location Manager (LM)-----	11	13.06	-----	18
11.17	Assistant Location Manager (ALM)-----	11	13.07	-----	18
11.18	Trainee Location Manager (TLM)-----	11	13.08	-----	18
11.19	Location Production Assistant (Location PA)-----	11	13.09	-----	18
11.20	Location Support Personnel (LSP)-----	11	13.10	-----	18
11.21	Production Coordinator (PC)-----	11	13.11	-----	18
11.22	Assistant Production Coordinator (APC)-----	12	14.00	PAYMENT OF COMPENSATION AND SECURITY FOR PAYMENTS -----18	
11.23	Trainee Production Coordinator)-----	12	14.01	Payroll Period-----	18
11.24	Production Assistants-----	12	14.02	Pay day-----	18
ART DEPARTMENT -----12			14.03	Method of Compensation Payment-----	18
11.25	Production Designer (PD)-----	12	14.04	Payroll Service-----	18
11.26	Art Director (ART)-----	12	14.05	Producer's Obligations Upon Termination-----	18
11.27	First Assistant Art Director/Set Designer/Graphic Designer (1AR)-----	12	14.06	Time-Keeping-----	18
11.28	Second Assistant Art Director (2AR)-----	12	14.07	Records-----	18
11.29	Third Assistant Art Director (3AR)-----	12	14.08	Financial Difficulties and Payroll Failures-----	18
11.30	Art Department Coordinator (ADC)-----	12	14.09	Security for Payments Due During Production-----	19
11.31	Trainee Assistant Art Director (ADA)-----	13	14.10	Security for Payments Due After Production-----	19
PICTURE EDITING DEPARTMENT-----13			14.11	-----	20
11.32	Supervising Picture Editor (SPE)-----	13	14.12	Purchaser's Assumption Agreement-----	20
11.33	Picture Editor (PE)-----	13	14.13	Distributor's Assumption Agreement-----	20
11.34	First Assistant Picture Editor (1PE)-----	13	15.00	LEAVES OF ABSENCE-----20	
11.35	Assistant Picture Editor (APE)-----	13	15.01	Illness, Medical and District Council Leave-----	20
11.36	Post Production Assistant (Post PA)-----	14	15.02	Leaves of Absence-----	21
11.37	Post Production Supervisor (PPS)-----	14	16.00	HEALTH AND SAFETY-----21	
11.38	Post Production Coordinator (PPC)-----	14	16.01	-----	21
SOUND EDITING DEPARTMENT-----14			16.02	Guild Member Prerogative-----	21
11.39	Supervising Sound Editor (SSE)-----	14	16.03	Health and Safety Representative-----	21
11.40	Sound Editor (SE)-----	14	16.04	Medical Attention and Hospitalization-----	21
11.41	First Assistant Sound Editor (1SE)-----	14	16.05	Reporting of Accidents, Medical Attention and Hospitalization-----	21
11.42	Second Assistant Sound Editor (2SE)-----	14	16.06	Discussion of New Devices-----	21
11.43	Trainee Assistant Sound Editor (TASE)-----	15	17.00	TECHNOLOGICAL CHANGE-----21	
11.44	Dialogue Editor-----	15	17.01	Producer's Right to Institute Technological Change-----	21
11.45	Post-Synch Dialogue Editor-----	15	17.02	Notice-----	21
11.46	Effects Editor-----	15	17.03	No Injustice-----	21
11.47	Foley Editor-----	15	18.00	GENERAL PROVISIONS-----21	
11.48	Music Editor (ME)-----	15	18.01	Entire Agreement-----	21
ACCOUNTING DEPARTMENT -----15			18.02	Release and Indemnification-----	21
11.49	Production Accountant (AUD)-----	15	18.03	Duration of Protection-----	21
11.50	First Assistant Production Accountant (1AA General)-----	15	18.04	Notice-----	21
11.51	First Assistant Production Accountant (1AA Payroll)-----	15	18.05	Legislation-----	22
11.52	Second Assistant Accountant (2AA)-----	15	18.06	Currency-----	22
11.53	Third Assistant Accountant-----	15	18.07	Interest on Monies Owing-----	22
11.54	Trainee Assistant Accountant (AT)-----	16	18.08	Contracts for Benefit of Producer-----	22
11.55	Post Production Accountant (PPA)-----	16	18.09	Interpretation-----	22
12.00 CONTRACT FOR SERVICES -----16			18.10	Editorial Equipment-----	22
12.01	Contract for Services Required-----	16	18.11	Lie Detectors-----	22
12.02	Application to Existing Contract for Services-----	16	18.12	Budget Calculations-----	22
12.03	Provisions of Contract for Services Subject to Grievance and Arbitration-----	16	19.00	LETTERS OF VARIANCE-----22	
12.04	Type of Engagement-----	16	20.00	SCHEDULES INCORPORATED-----23	
12.05	Terms of Standard Agreement are Minimums-----	16	21.00	TERM OF AGREEMENT-----23	
12.06	Grievance and Arbitration-----	16	21.01	Term-----	23
12.07	No Contract for Services to Contravene the Standard Agreement-----	16	21.02	Application of Agreement-----	23
12.08	No Deferment of Minimum Compensation-----	16	Letters of Understanding -----25		
12.09	Authority-----	16	NO. 1 - OTHER PRODUCTION DEFINITION-----	25	
12.10	Original Copies and Form Of Contract for Services-----	16	NO. 2 - ARTICLE 7.04 – CONSIDERATION OF NON-GUILD PERSON FOR WORK-----	26	
12.11	Contract for Services No Less Favourable Than the Standard Agreement-----	16	NO. 3 - RE ARTICLE 7.05: ISSUANCE OF WORK PERMITS-----	27	
12.12	Contract for Services - Start Date-----	16	NO. 4 - CONTRACT FOR SERVICES-----	28	
12.13	Contract for Services - Finish Date-----	17			
12.14	Extension, Renewal or Option-----	17			
12.15	Loan-out Corporation-----	17			

C O R E A G R E E M E N T
T a b l e o f C o n t e n t s

NO. 5 - UNFAIR DECLARATIONS (ARTICLE 8.02)-----	29	NO. 9 - NO PYRAMIDING OF INCENTIVES-----	33
NO. 6 - PRODUCTION GUARANTEE-----	30	NO. 10 - DEFINITIONS-----	34
NO. 7 - FAVOURED NATIONS-----	31	NO. 11 - MINIMUM FEES-----	35
NO. 8 DGC – CMPA TIERS REVIEW COMMITTEE-----	32	NO. 12 - WORKFLOW ISSUES-----	36

1.00 DEFINITIONS

- Unless otherwise specifically defined herein, the terms used shall be given the common meaning in the film and television industry.
- 1.01 Accounting Department**
The Accounting Department shall consist of the job classifications defined in article 11.00 as comprising that department.
- 1.02 Anthology**
Anthology means one (1) unit of a Motion Picture in any series as defined in an Anthology Series.
- 1.03 Anthology Series**
Anthology Series means a series or sequence of Motion Pictures, each of which is sixty (60) minutes or less in length, and each of which contains a separate or complete story or other complete program entity, without a character or characters common to each of the series but held together by the same title, trade name or mark or identifying device or personality common to all of the programs in the series. A continuing host shall not be considered a character common to each of the programs in the Series.
- 1.04 Art Department**
The Art Department shall consist of the job classifications defined in article 11.00 as comprising that department.
- 1.05 Bargaining Authorization and Voluntary Recognition Agreement**
Bargaining Authorization and Voluntary Recognition Agreement is a standard agreement by virtue of which a Producer, inter alia, recognizes each District Council as bargaining agent on behalf of Guild Members and recognizes the CMPA as the bargaining agent on behalf of the Producers, and agrees to be bound by the terms and conditions of this Standard Agreement and the Negotiation Protocol with respect to the production of Motion Pictures.
- 1.06 Budget**
Budget (either Certified or Non-Certified) means the total final locked Budget above and below the line prior to the end of the first week of principal photography for all services and expenses, including but not limited to all Production and post-Production fees, salaries, services and related expenses.
- 1.07 Cable Television**
Cable Television means the exhibition of a Production on television by means of cable, satellite, master antenna or any combination thereof, where the signal embodying the Production is packaged with other signals or programming services for which a single fee is charged for all or some of such signals or services. Cable Television use includes "basic cable" channels and "specialty" channels but does not include Network Television, Syndicated Television or Pay Television.
- 1.08 Call**
Call means notification to a Guild Member of the place and hour of the start of work.
- 1.09 Certified Budget**
Certified Budget means the Budget as approved in writing by the completion guarantor.
- 1.10 CMPA**
CMPA means the Canadian Media Production Association or its successors.
- 1.11 Collective Agreement**
See Standard Agreement.
- 1.12 Compact Device**
Compact Device means copies of programs on tape, disc, cassette, laser disc, CD-ROM, DVD or any other similar format manufactured and intended primarily for private, in-home exhibition.
- 1.13 Contract for Services**
Contract for Services means the agreement between the Producer and each Guild Member with respect to engagement of

the Guild Member. It can also be called a deal memo or a deal memorandum

- 1.14 Contracted Rate**
Contracted Rate is the higher of the applicable minimum rate (scale) provided for in the Schedules, or, the negotiated rate, inclusive of Over-scale, specified in the Guild Member's Contract for Services.
- 1.15 Dailies**
Dailies means the screening of the photography done on the immediately previous work day. Dailies can also be called "rushes".
- 1.16 Day**
Day means a calendar day, unless otherwise specified.
- 1.17 Direct to Video**
Direct to Video means a Motion Picture intended primarily for release on Compact Devices.
- 1.18 DGC or Directors Guild of Canada**
DGC, Directors Guild of Canada or the Guild is a national labour organization.
- 1.19 Distant Location**
Distant Location is any location where a Guild Member is required to remain away and be lodged over-night. The Day of departure and the Day of return shall be deemed to be Distant Location Days.
- 1.20 District Council**
District Council means the relevant District Council of the DGC, namely Alberta, Saskatchewan, Manitoba, Ontario or Atlantic Regional Council.
- 1.21 Documentary**
A Documentary is an information, news, and/or public interest Motion Picture, including but not limited to industrials and educationals which may include drama or variety techniques in achieving the information goal.
- 1.22 Editing Departments (Picture and Sound)**
The Picture Editing Department and the Sound Editing Department shall consist of the respective job classifications defined in article 11.00 as comprising each Department.
- 1.23 Episode**
Episode means a Television Motion Picture, complete in itself, but forming part of the Series.
- 1.24 Flat Deal**
A Flat Deal is a contractual agreement between the Producer and a Guild Member where Over-scale payments may be credited or offset against the premium(s) provided for in each District Council Schedule.
- 1.25 Free Television**
Free Television means the exhibition of a program on a home type television receiver which exhibition gives rise to no specific charge either for the program or for the channel on which the program is received and the program does not originate on a cable facility but is exhibited on Network Television and/or Syndicated Television.
- 1.26 Gross Remuneration**
Gross Remuneration means the total compensation which a Producer owes to a Guild Member 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 Fee(s), Series bonus and royalties, but excluding insurance and retirement contributions, and monies paid for vehicle and equipment rentals, and expenses, such as per diem allowances or travel costs. Also see article 13.05.
- 1.27 Guild Member**
A Guild Member is a member of the DGC and is deemed to include a "Loan-out Corporation", "Permittee" and any person engaged by a Producer in a job classification set out in article 11.00 of this Agreement and subject to any letter of understanding

relating to each District Council's work jurisdiction, who performs duties hereunder.

1.28 Loan-out Corporation

A Loan-out Corporation is a corporation with a majority shareholder, officer or director on the corporate board of directors who is a Guild Member, and who performs any of the duties of any of the classifications set out in this Agreement. Limited partnerships are deemed to be included in this definition.

1.29 Movie for Television (MFT)

Movie for Television (MFT) means a Motion Picture drama of sixty (60) minutes or more in length intended primarily for television release.

1.30 Mini-Series

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

1.31 Motion Picture

Motion Picture means a Production.

1.32 Nearby Location

Nearby Location is a location outside of the studio zone where any Guild Member works but is not lodged overnight and instead returns to within the studio zone at the end of each work day.

1.33 Network Television

Network Television means any Canadian network so recognized by the CRTC and any American network so recognized by the FCC.

1.34 Non-Certified Budget

Non-Certified Budget means the Budget of a Production that has no completion guarantor. This Budget must be accompanied by a letter signed by the Producer confirming that it is the final itemized Budget prior to principal photography.

1.35 Other Production

Other Production means any Motion Picture other than a Theatrical or Television Motion Picture or Documentary intended for initial exhibition on a non-broadcast platform such as a hand-held portable device, the internet, etc.

1.36 Over-scale

Over-scale means the compensation which a Guild Member has contracted with a Producer over and above the minimum compensation in this Agreement.

1.37 Pay Television

Pay Television means the exhibition of Productions on a television receiver by a Pay Television network operator distributed by means of broadcast, cable, closed circuit, Direct Broadcast Satellite (DBS) or any other form of distribution whether in conventional, scrambled, encoded or otherwise altered form where there is a requirement that the audience shall make a payment to receive such production. Such payment may be in the form of (i) a separate amount for each production or portion thereof, (ii) a payment to receive a dedicated Pay Television channel which payment is made either in addition to regular Cable Television subscription fee, or to the proprietor of a free standing microwave distribution system or a satellite master antenna television distribution system (SMATV) which distributes the said channel. Exhibition in theatres or comparable places is theatrical exhibition and shall not be considered Pay Television.

1.38 Permittee

Permittee means a person who is engaged hereunder, and who has been authorized in writing by the District Council to work within the District Council's jurisdiction and with other Guild Members pursuant to this Agreement. Permittee is deemed to include a Loan-out Corporation.

1.39 Picture Post Production Period

Picture Post Production Period is the period of time commencing on the first day of post production of the Motion Picture and continuing until delivery of the fine cut of the Motion Picture during which the process of editing the Motion Picture is performed by

Picture Editing Department personnel, the classifications and duties of which are set out in article 11.00.

1.40 Pilot

Pilot means a Motion Picture produced as one (1) episode of a projected Series to determine whether to produce the Series later.

1.41 Producer

Producer is the individual, corporation, partnership, limited partnership, or other person that controls, administers, or is responsible for a program, whether or not that Producer is or will be a copyright holder of the finished Motion Picture.

1.42 Production

Production means a recorded audiovisual work whether such recorded work is fixed on film, tape or otherwise.

1.43 Production Department

Production Department shall consist of the job classifications defined in article 11.00 as comprising that department.

1.44 Remittance

Remittance is a payment due from the Producer to the District Council under this Agreement, including Member's check-off, administration and training fund, retirement contributions, and health and welfare payments as per the applicable District Council Schedule.

1.45 Schedule

Schedule means every Schedule to the Standard Agreement which is deemed to be incorporated therein and an integral part thereof.

1.46 Second Unit

Second Unit means the process of setting up, lighting and photography of action oriented sequences (such as stunt action sequences, including but not limited to car chases and high falls and sequences utilizing geographically inaccessible or undesirable locations for a main unit) which involve a separate camera package, a separate DOP and camera crew, a separate call and a location away from the main unit.

1.47 Serial Production

A Serial is a Production with a dramatic component and a continuing story line which broadcasts at least three (3) different segments per week.

1.48 Series

Series means a collection of Episodes of a Television Motion Picture produced as a group.

1.49 Sound Post Production Period

Sound Post Production Period is the period of time commencing with delivery of the fine cut of the Motion Picture and continuing until completion of the mix of the Motion Picture during which the process of sound editing the Motion Picture is performed by Sound Editing Department personnel, the classifications and duties of which are set out in article 11.00.

1.50 Standard Agreement

Standard Agreement and Agreement are deemed to include this 2010 --2012 DGC/CMPA Standard Agreement, all Schedules hereto, the Bargaining Authorization and Voluntary Recognition Agreement, the Negotiation Protocol, any letter of variance, and each Contract for Services.

1.51 Strip Program

A Strip Program is a non-fiction Production which broadcasts at least three (3) different segments per week.

1.52 Syndicated Television

Syndicated Television means broadcast exhibition on television other than Network Television.

1.53 Television Drama Special

Television Drama Special is a Motion Picture for television intended to be essentially entertaining rather than informational and shall be under sixty-one (61) minutes in length.

1.54 Television Motion Picture

Television Motion Picture includes Anthologies, Movies for Television, Mini-Series, Pilot, Serial, spinoff, Strip Program, Television Drama Special, Series, Variety Series, and Variety Special.

1.55 Theatrical

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

1.56 Variety Series

Variety Series is a series of Television Motion Pictures usually with a continuing host and/or performers which combine a number of entertainment elements.

1.57 Variety Special

Variety Special is a singular Television Motion Picture which combines a number of entertainment elements.

1.58 Weekly Rate

Weekly Rate is the higher of the minimum rate set out herein or the Contracted Rate negotiated between the Producer and the Guild Member to be attributable to a work week of five (5) consecutive days in any consecutive seven (7) calendar days.

2.00 RECOGNITION, TERRITORIAL JURISDICTION, PURPOSE AND SCOPE, NEGOTIATION AND ADMINISTRATION OF THIS AGREEMENT

2.01 Recognition of Bargaining Unit

- (a) In accordance with and subject to the Negotiation Protocol and the Bargaining Authorization and Voluntary Recognition Agreement as attached, the CMPA and the Producer recognize the District Councils as the exclusive bargaining agent for and representative of all Guild Members, with respect to those job classifications set out in each District Council Schedule and with respect to minimum rates and all other minimum terms and conditions of engagement of all persons engaged by the Producer to perform duties under this Agreement.
- (b) In accordance with and subject to the Negotiation Protocol and the Bargaining Authorization and Voluntary Recognition Agreement as attached, each District Council recognizes the CMPA as the sole and exclusive bargaining agent and representative with respect to Production which is subject to this Agreement.
- (c) Subject to article 2.07, the geographic scope of this Agreement shall relate to programs produced in the territorial jurisdictions of:
 - (i) the Alberta District Council (Alberta and Northwest Territories),
 - (ii) the Saskatchewan District Council (Saskatchewan),
 - (iii) the Manitoba District Council (Manitoba),
 - (iv) DGC Ontario (Ontario and Nunavut), and
 - (v) Atlantic Regional Council (Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador).
- (d) A dispute concerning whether a person is included in the bargaining unit shall be resolved under the grievance and arbitration procedure. Nothing in this Agreement is intended, nor shall it be construed, either to enlarge or diminish the work customarily and usually performed by Guild Members in the bargaining unit nor is it intended to diminish or enlarge the work customarily and usually performed by persons not in the bargaining unit.

2.02 Favoured Nations

- (a) Except by prior agreement with the CMPA, a District Council shall not enter into any agreement with any Producer at rates or terms which are as favourable or more favourable to such Producer, than those set forth in this Agreement and no District Council shall permit Members to be engaged at rates less than those provided for herein or upon terms which are

as favourable or more favourable to such Producer than set forth in this Agreement.

- (b) Unless otherwise agreed to by the CMPA and the District Council, a Producer shall not enter into any agreement with any District Council at rates or terms which are as favourable or more favourable to the Producer than those set forth in this Agreement, and a Producer shall not offer to engage nor enter into any agreement to engage a Guild Member at rates less than those provided for herein nor upon terms which are as favourable or more favourable to the Producer than those terms set forth in this Agreement.
- (c) A Producer who engages Guild Members in any manner whatsoever, without reference to this Agreement shall be subject to an unfair declaration pursuant to article 8.02.

2.03 Interpretation of Agreement

(a) Terms

The terms of this Agreement are the result of negotiations between representatives of the CMPA and the District Councils.

(b) Joint Administration

This Agreement shall be administered jointly by the District Councils and the CMPA in all facets on a principle of equality between the District Councils and the CMPA in all matters pertaining to the administration of the Agreement's provisions. Questions regarding interpretation of the meaning of clauses in this Agreement may be directed to either the CMPA or the District Council. Neither of those parties shall give interpretations binding upon the other without the written agreement of the other.

2.04 Purpose

The purpose of this Agreement is to provide minimum terms and conditions by which a Guild Member will be engaged by the Producer on a Motion Picture; to provide a method for final and binding arbitration in settlement of all disputes between the parties arising under this Agreement or a Contract for Services; to facilitate harmonious relations between the Guild, the District Councils, all Guild Members, the Producer, and the CMPA and to assist in the development of the film and television industry in Canada.

2.05 Scope of Agreement

This Standard Agreement applies to every Guild Member engaged by the Producer on the Production which is referenced in the Bargaining Authorization and Voluntary Recognition Agreement as attached. The provisions of this Agreement apply equally to a first unit and additional units.

2.06 Exclusive Bargaining Agents

(a) Parties to this Agreement

When executed by a Producer the terms of this Agreement form a contract to which the District Councils, the Producer and the CMPA are all parties and each party agrees to fulfil the rights and obligations created under this contract and owing to another party. For greater clarity, Guild Members are bound by the terms and conditions of this Agreement.

(b) Voluntary Recognition

While the terms and conditions of this Agreement are in effect, any Producer who is not a party to this Agreement but who agrees to become a party to this Agreement shall sign the Bargaining Authorization and Voluntary Recognition Agreement found in Schedule 7A, acknowledging that the District Councils are the exclusive bargaining agent for classifications set out in article 11.00 and subject to the letters of understanding, and signifying its acceptance of the terms and contained herein. The Bargaining Authorization and Voluntary Recognition Agreement shall constitute acceptance of a binding obligation by the Producer to adhere to the terms and conditions of this Agreement and shall be executed and forwarded to the appropriate District Council by fax or delivery prior to contracting a Guild Member.

2.07 Territorial Jurisdiction and Application of this Agreement

- (a) The District Council continues to be the Guild Member's

exclusive bargaining agent and representative, notwithstanding that the Guild Member is required to perform duties outside the District Council's territorial jurisdiction. This Agreement applies to any Guild Member assigned by a Producer to perform services outside the District Council's territorial jurisdiction unless the Guild Member is subject to the jurisdiction of another labour organization at that location.

- (b) Before assigning a Guild Member to perform duties at a location outside of Canada, the Producer will sign a written Contract for Services, in accordance with Schedule 1 or 8 hereafter, with that person.
- (c) A Guild Member engaged on a local basis shall be subject to the terms of the District Council Schedule applicable to that location.
- (d) In circumstances where the Producer undertakes Production in the jurisdiction of one District Council (the "first jurisdiction") and further Production in the jurisdiction of a second or subsequent District Council and a Guild Member moves with the Production, then the Guild Member's Contract for Services shall be governed by the District Council Schedule applicable to the first jurisdiction.
- (e) The studio zone, Nearby Location and Distant Location applicable to a Guild Member shall be deemed to be in accordance with the District Council Schedule in the province in which the Guild Member is engaged.
- (f) When a Guild Member is transferred to a "second jurisdiction", the local holiday provisions of that jurisdiction shall govern and not those of the first jurisdiction in which the Guild Member was engaged.

2.08 Co-Productions

Where it is established that a Production 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 Agreement may be subject to the terms of the relevant international co-production treaty and agreement.

2.09 Resolution of Jurisdictional Disputes

The parties agree to co-operate in good faith amongst themselves and with other unions in the film and television industry in resolving jurisdictional disputes without work stoppages.

3.00 PROTECTION OF BARGAINING AUTHORITY AND BARGAINING

3.01 Conflicting Agreements

Subject to the letters of understanding, neither the Producer nor the CMPA will enter into any agreement with any other guild, union or labour organization with respect to the work in any category or job classification covered by this Agreement. The Producer will not enter into any agreement under which the Producer purports to assign duties to any other person other than a Guild Member, or purports to appoint any other person as bargaining agent for terms and conditions of engagement of Guild Members covered by this Agreement. If the Producer is aware of a claim by any other party that it has the right to represent any person covered by this Agreement, the Producer shall give notice to the District Council and the CMPA so that the District Council may take action to protect the work opportunities of Guild Members.

3.02 Notification of Change of Name or Address

The Producer shall give notice in writing to the District Council of any change in the name or address of its business or of its intention to perform business under another name, more than one name or from more than one address.

3.03 Bargaining Unit Work

The Producer shall not permit, or require persons other than Guild Members in this bargaining unit to perform work which is the customary and usual work of Guild Members in the bargaining unit. This clause is not intended to interfere with the customary and usual work performed by others outside the bargaining unit. No Guild Member shall be required to perform the customary and usual work of any other recognized craft or trade in the film and

television industry. Nothing in this paragraph nor in article 3.01 above is intended, nor shall it be construed, either to enlarge or diminish the nature of the duties and the work described in those classifications listed in article 11.00 that are customarily and usually performed by Guild Members in the bargaining unit nor is it intended to diminish or enlarge that work customarily and usually performed by persons not in the bargaining unit.

3.04 Assignment of Duties

- (a) The Producer will not assign any duties to a Guild Member which would in any way exclude that Guild Member from the protection of the District Council and the provisions of this Agreement, nor to any person outside the bargaining unit.
- (b) The Producer will not transfer a Guild Member to another bargaining unit nor assign to a Guild Member the work of any classification other than a Guild category without the express prior written consent of the District Council and the Guild Member.

3.05 No Contracting Out

Except in accordance with a District Council Schedule, the Producer:

- (a) will not contract out any duties,
- (b) will only assign duties to a Guild Member covered by this Agreement and
- (c) will not allow any person other than a Guild Member covered by this Agreement to perform the duties hereunder.

3.06 District Council Access to Studio or Location

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

4.00 APPLICABLE LEGISLATION

4.01 Governing Law

- (a) Subject to article 4.01 (b), the law of the province or territory in which the majority of principal photography takes place shall govern this Agreement and dictate the forum except with respect to any dispute arising out of the local Schedule in which case the law and forum of that jurisdiction shall govern. Notwithstanding the foregoing, the parties may otherwise agree on the applicable law or the appropriate forum. However, nothing herein shall require either party or any Guild Member to take any action or refrain from taking any action that violates the law of any applicable jurisdiction.
- (b) With respect to any issue relevant to sound post-Production, the law of the province in which the majority of post-Production takes place shall govern this Agreement and dictate the forum, unless the parties agree otherwise.

4.02 Producer's Obligations

The Producer shall pay all contributions, premiums or assessments for every Guild Member covered by this Agreement as required by the Canada Pension Plan Act, the Employment Insurance Act, any applicable legislation relating to a health tax, and any similar legislation enacted from time to time. With respect to worker's compensation, or like programs, the Producer shall pay the premiums required pursuant to the applicable legislation.

4.03 No Producer Discrimination

The Producer and the Guild Member agree that they shall not discriminate against or engage in any harassment of any applicant for engagement or Guild Member for reasons based on race, colour, ancestry, place of origin, political belief, religion, marital or parental status, family status, source of income, number of dependants, nationality, physical or mental disability, sex, sexual preference or orientation, age, District Council membership or activity, or any other basis prohibited by applicable federal, provincial or territorial law.

4.04 Severability and Replacement of Invalid Provisions

- (a) If any portion of this Agreement is found illegal or invalid by a court or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.
- (b) The parties shall use their best efforts through good faith negotiations to agree on a replacement provision for any portion found to be illegal or invalid.

4.05 Harassment

- (a) Harassment is any conduct or comment which is known, or ought reasonably to be known, to be unwelcome or offensive, which creates an intimidating working environment, or which denies individual dignity and respect.
- (b) When such harassment occurs, the offended party shall make known to the harasser, or the Producer's representative, that it is unwelcome behaviour. Should the behaviour continue, it must be reported to the Producer's representative, who at the discretion of the Guild Member, may inform the District Council; or to the District Council business agent who shall inform the Producer. The Producer has a duty to take immediate steps to investigate the complaint in as discreet and confidential a manner as possible, and to take appropriate action, up to and including dismissal, against any person found to have violated article 4.05.
- (c) In the circumstances outlined above, the Producer may request relief from the provisions of article 13.00, in order to terminate a Guild Member's Contract for Services without further remuneration beyond the last day of engagement. The District Council may grant such relief, provided it is satisfied that such termination of the Guild Member's Contract for Services is appropriate.
- (d) If the Producer and the District Council are in dispute with respect to any matter arising from the application of this article, either party to the dispute may refer the matter to the grievance and arbitration procedures of article 10.00.
- (e) **Sexual Harassment**
For the purpose of article 4.05, sexual harassment includes an incident involving an unwelcome sexual advance, a request for sexual favour, or other verbal or physical conduct of a sexual nature.

4.06 A complaint to the Producer or the District Council regarding article 4.03 or 4.05 will in no way prejudice the complainant's engagement.

5.00 PRODUCER'S RIGHTS AND RULES

5.01 Except to the extent specifically modified by this Agreement, all rights of management are reserved by the Producer. The rights reserved to the Producer herein are subject to other provisions of this Agreement and should be exercised in a manner consistent with them. The Producer shall exercise its rights in a manner that is correct, fair and reasonable. Without limitation, the Producer's rights shall include:

- (a) the right to maintain efficiency and order, and to discipline and discharge Guild Members in accordance with this Agreement; and
- (b) the right to select, engage, classify and lay-off Guild Members; the right to establish the methods and means of production, including and determining qualification of Guild Members, the hours and dates the Guild Members are required; and the location and standards of performance; methods used to ensure security of the Producer's property; however, the Producer shall not demote Guild Members as a disciplinary measure nor require any Guild Member to retire on the grounds of age.

5.02 Producer's Rules

The Producer has the right to make and publish rules that are reasonable provided they are not inconsistent with this Agreement or any laws of any jurisdiction in which work is done under this Agreement. Any Producer's rules that are not included in the Contract for Services will be provided to the appropriate District Council.

6.00 DISTRICT COUNCIL SECURITY

6.01 Good Standing

- (a) The Producer agrees to engage only Guild Members in good standing with the District Council. A Guild Member's failure to show good standing with the District Council shall be sufficient just and reasonable cause for discharge. Each Guild Member, except a Permittee, must at the time of engagement have Guild membership in good standing as a condition of engagement and must maintain membership in good standing as a condition of continued engagement.
- (b) If any Guild Member fails to show good standing, then the District Council will provide written notice of such failure to such Guild Member's Producer. The written notice will state the reason why the Guild Member is not a member in good standing as required pursuant to this article 6.01, and that the Guild Member has been notified of such failure in writing. If the Guild Member fails to remedy the lack of good standing with the District Council within three (3) days after the Producer receives such notice, the Producer shall discharge the Guild Member so long as such discharge is lawful. The Producer shall not be in default unless it fails to act, if necessary, within said time after receipt of such notice.
- (c) The District Council will indemnify the Producer for any damages incurred as a result of the Producer's compliance with this paragraph.

6.02 Assignment of Compensation

- (a) The Producer will honour a Guild Member's written assignment of compensation to the District Council unless the assignment is declared null and void. The Guild Member hereby authorizes the deduction by the Producer of any outstanding Guild fines, assessments or arrears in membership dues that are not prohibited by applicable legislation.
- (b) The Producer shall require each Guild Member at the time of the execution of the Contract for Services to sign an authorization in the form supplied by the District Council authorizing the Producer to deduct two percent (2%) of Gross Remuneration as administrative dues in the case of a Guild Member and administrative charges in the case of Permittees and to pay same to the District Council.
- (c) The Producer will remit to the District Council, in accordance with the applicable District Council Schedule, the fees and dues deducted along with a written statement containing the names of Guild Members for whom deductions were made, the amount of each deduction along with a copy of any revocation of the assignment. The District Council shall hold the Producer harmless for any costs or damages arising from the fines, assessments or membership dues deducted by the Producer.
- (d) If during the term of this Agreement, the District Council requests a change in the two percent (2%) deduction set out in article 6.02 (b), then the Producer shall deduct and remit the altered rate on the condition that the District Council provide the Guild Member's written assignment in this regard.
- (e) Any knowing or intentional failure by the Producer to deduct or to remit monies collected under this article 6.02 shall cause the Producer to be solely responsible and liable for any monies owing.

6.03 Guild Member in Default

- (a) Any Guild Member, except a Permittee, who revokes the assignment of compensation to the District Council, or fails to pay the membership dues, assessments, and fines or any other payments required as a condition of maintaining membership in the District Council, shall be assessed permit fees by the District Council while engaged on the Motion Picture until such time as all outstanding amounts are paid by the Member to the District Council. The Guild Member hereby authorizes and the Producer agrees to deduct said fees from the remuneration of any such Guild Member in accordance with the fee structure set out in the applicable District Council Schedule.

- (b) Before the assessment of permit fees becomes effective, the District Council shall give the Producer and Member notice of the dues and/or fees payable. If such amount is paid within five (5) days after such notice to the Member, permit fees will not be assessed. Otherwise, permit fees will be assessed effective from the date of notification to the Member and the Producer will be so advised.

7.00 HIRING

7.01 Availability Lists

The District Council shall maintain a list of its Members and, upon request from a Producer, shall identify and supply from this list competent and qualified persons in the appropriate classifications listed in this Agreement.

7.02 Hiring Rules

The Producer may call by name any Member of the District Council or a Member in good standing of another District Council affiliated with the DGC, and the District Council shall honour that request, provided the person is not engaged elsewhere.

7.03 Combined Engagement

Where a Guild Member is engaged for the making of two or more Motion Pictures consecutively, the Producer may require such Guild Member to work on more than one Motion Picture during any period of his engagement. The Producer shall notify the District Council in writing concerning any Guild Member so engaged.

7.04 Consideration of Non-Guild Person for Work

Should the District Council at any time be unable to supply competent Guild Members when requested by the Producer, the Producer may consider a non-Guild person for engagement.

7.05 Issuance of Work Permits

If the Producer can demonstrate that the presence of such a person is necessary, the District Council, in its reasonable discretion, may issue a work permit to a non-Guild person, "Permittee". The Producer shall not engage such person to work on the Motion Picture until the Producer agrees to pay the work permit fee as set out in the applicable District Council Schedule, the Guild processes the request for a work permit and, if necessary, the person has been cleared by Human Resources and Social Development Canada (HRSDC). Work permits which are approved shall be issued promptly so as not to cause any delay in the filling of the Producer's personnel requirements. Permission may be granted to work for a period not to exceed the duration of the Motion Picture.

7.06 Work Permits

If the Producer requests of the District Council a work permit, the request shall be made on ten (10) days written notice to the District Council and shall include:

- (a) the person's name;
- (b) the classification applied for and the expected length of engagement;
- (c) the reason for the necessity of the person being engaged;
- (d) a list of the person's credits or credentials, professional awards and achievements and/or a professional resume;
- (e) proof of the person's membership and standing in a District Council, or another labour organization if any; and
- (f) the appropriate properly completed DGC work permit application in the form set out in each District Council Schedule herein, signed by the Producer or the Producer's authorized representative as well as the person on whose behalf the Producer is requesting a work permit.
- (g) the name of the Motion Picture, the number of Episodes and Episode name and number and the ISAN and/or V-ISAN number when available.

7.07 Guild Member Works Only with Guild Members or Authorized Permittees

The Producer shall only require a Guild Member to work with other Guild Members in good standing or duly authorized Permittees in good standing in Guild categories. Accordingly, the

Producer shall not allow a non-Guild person to start work if that person does not have an authorized District Council work permit.

7.08 Displacement or Work Permit Fee

- (a) The Producer recognizes, acknowledges and agrees that the engagement of a non-Member displaces a job or career opportunity for a Guild Member.
- (b) The Producer agrees to remit or pay directly to the District Council a displacement or work permit fee for each day or week of engagement or portion thereof in the amounts specified in the applicable District Council Schedule.
- (c) It is recognized and agreed that the permit fees are subject to GST or HST as applicable and other like taxes and the Producer agrees to remit any taxes due at the rate prescribed by legislation, together with the fees, without being invoiced by the District Council.

7.09 Permittees Must Observe DGC Constitution

Permittees are subject to and must observe the DGC Constitution, the District Council Constitution, and all bylaws, rules, regulations, orders, and decisions of the DGC National Executive Board, District Council Executive, its membership or their respective committees as they now exist or as they may hereafter be amended.

7.10 Termination of Engagement for Failure to Remit Displacement or Work Permit Fee

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

7.11 Alternate Arrangements

- (a) Prior to consideration of any alternate arrangements, the District Council must first grant a permit under article 7.00.
- (b) No alternate arrangements may, in the aggregate, be less than the minimum terms and conditions of this Agreement.
- (c) A person who is a member in good standing of the DGA, U.S. I.A.T.S.E., or any other labour organization which the District Council at its sole discretion should determine, may elect to be subject to alternate arrangements. All the terms and conditions of engagement of such a person shall be covered by the collective agreement of the person's home labour organization and all disputes relating to the terms and conditions of engagement shall be adjudicated pursuant to the adjudication provisions contained therein. Such person must provide satisfactory proof to the District Council of such membership and coverage, and the person's permit application and Contract for Services must so specify.
- (d) No disputes adjustment under the collective agreement of the person's home labour organization shall in any way have any adverse precedential effect on the terms and conditions of this Agreement.
- (e) A work permit issued to a person subject to alternate arrangements under article 7.11 shall not be in effect and shall not apply during any period of time that person's home labour organization is either locked out or engaged in a strike directed against the Producer of the Production.
- (f) Where the District Council grants the approval for alternate arrangements under Article 7.11 then the person involved shall neither be subject to the grievance and arbitration procedure provided in the Agreement, nor have recourse to the performance bond held by the District Council.

7.12 No Requirement to Furnish Services or Equipment

- (a) The Producer shall not require a Guild Member to perform any work as a prior condition to engagement or to furnish equipment, a vehicle, material, or working space. This shall not preclude a Guild Member from demonstrating ability or equipment.
- (b) A Guild Member shall not be required by the Producer to use a personal vehicle in the conduct of the Producer's business.
- (c) Where an Guild Member agrees to furnish equipment, a vehicle, material, or working space the Producer will pay the Guild Member such rental rates as are agreed upon and

such agreed upon amounts shall be paid separate and apart from the Gross Remuneration otherwise payable to Guild Members provided these arrangements are set out in the Guild Member's Contract for Services.

- (d) Where the Producer and the Guild Member enter into an agreement concerning the rental of the Guild Member's own equipment, vehicle, material or working space, the agreement is enforceable under this Agreement.

(e) Safety Equipment

Where the nature of the work so requires, the Producer shall supply the Guild Member with all the necessary tools, protective devices and apparel at the Producer's expense.

7.13 Non-Member Equalization Payments

- (a) 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 each District Council Schedule, 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.
- (b) 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 this article.

8.00 STRIKES AND LOCKOUTS

8.01 No Strikes or Lockouts During Term of Agreement

- (a) There shall be no strikes or lockouts during the term of this Agreement, except where the Producer has been declared unfair by the District Council under article 8.02 and subject to the terms of this Agreement, including but not limited to articles 7.07 and 14.08 (c).
- (b) It shall not be a breach of this Agreement for the District Council to instruct Guild Members to withhold service when the Producer has failed to comply with article 14.09.

8.02 Unfair Declaration

- Subject to core Agreement letter of understanding No. 5
- (a) The District Council may declare a Producer unfair upon written notice where a Producer:
 - (i) does not abide by or declares an intent not to abide by the grievance or arbitration procedure;
 - (ii) refuses or does not comply with a decision rendered by an Arbitrator under article 10.00 herein, or by a court;
 - (iii) refuses or does not pay the Remittances or Gross Remuneration payable to the District Council or Guild Members when the obligation to pay falls due; or
 - (iv) engages Guild Members without reference to this Agreement.
 - (b) Written notice shall be given to the Producer and the CMPA seven (7) days in advance of an unfair declaration, or one (1) day in advance where the Production is in its last week of principal photography.
 - (c) Guild Members shall be required not to work or provide services to a Producer declared unfair by the District Council, and shall be entitled to withdraw or withhold services from the Producer in relation to any Production.
 - (d) Where a Producer is declared unfair and Guild Members do not work or provide services to the Producer (regardless of whether or not the District Council has so instructed its Members or authorized such action), then the Producer shall not be entitled to file a grievance under article 10.00 herein, and no damages shall be payable nor any other relief granted to the Producer as against the Guild Members, the DGC or the District Council, and its Members, officers, employees or agents.
 - (e) The unfair Producer declaration shall be revoked by the District Council once all matters referenced above have been resolved as between the parties.

8.03 No Discipline or Discharge or Termination of a Contract for Services

The Producer shall not discipline or discharge a Guild Member in any manner nor shall the Producer terminate the Guild Member's Contract for Services where the Guild Member refuses to cross a picket line because the Guild Member has a bona fide concern for the Guild Member's personal safety.

9.00 CONSULTATION

9.01 Production Notice

The Producer shall notify the District Council of each Production which shall or may engage Guild Members which the Producer has undertaken or contracted to perform. The notice to the District Council shall be in writing and shall specify:

- (a) the name of the Production company, the Producer, executive producer, associate producer, and line producer;
- (b) the name of the distributor or network;
- (c) Production locale(s);
- (d) title, description and type of the Motion Picture, and number of Episodes, and individual Episode numbers and titles, if applicable;
- (e) approximate starting and Production dates;
- (f) name address, telephone number and facsimile number of the Producer's designated executive for the Production;
- (g) address of the head, registered and Production offices;
- (h) names and qualifications of any individuals for whom work permits are being requested;
- (i) the crew list; and
- (j) the ISAN and/or V-ISAN number for the Motion Picture, when available.

9.02 Budget Information

The Producer will provide the District Council with either the top sheet of the Budget or the certificate of the completion guarantor, in the form attached in Schedule 9 seven (7) days prior to principal photography. The District Council has the right to request additional information to clarify the Budget.

9.03 Producer Information

The Producer shall provide the Guild with all necessary information relating to the following matters for all Guild Members on a current basis:

- (a) A list of Guild Members showing their names and job classifications;
- (b) Engagements, discharges, terminations, resignations, retirements, work-related injuries and deaths;
- (c) Daily Call sheet, specifying the place and hour of the start of work each work day.

9.04 Pre-Production Conference

Either the Producer or the District Council may request that a pre-Production conference be held prior to the commencement of any Production.

9.05 Consultation Committee to be Established upon Request

- (a) The consultation committee shall be established and shall meet four (4) times a year during the term of this Agreement to discuss work-related issues that affect the parties or any Guild Member covered by this Agreement.
- (b) The purpose of the consultation committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills, and to promote workplace productivity.
- (c) The consultation committee shall be comprised of representatives of the CMPA and the District Councils.

10.00 GRIEVANCE AND ARBITRATION

10.01 Grievance Procedure

- (a) Any grievance filed and/or resolved under this Agreement shall be made, carried forward or resolved on a basis that is without prejudice to any future dealings between the District Council, the CMPA or any of its members.
- (b) No Guild Member shall be discriminated against for making a

complaint or filing a grievance asserting a violation of this Agreement or a Contract for Services.

10.02 Grievance Defined

- (a) A grievance is defined as any dispute between any of the following parties: the District Council, a Producer and/or the CMPA, arising out of, or in connection with the administration, interpretation, application, operation or alleged violation of any provision of this Agreement, or any Contract for Services between a Guild Member and a Producer, which is made pursuant to this Agreement, including a question as to whether a matter is arbitrable. The parties agree that all disputes between the above mentioned parties shall only be resolved through the grievance and/or arbitration provisions of this Agreement.
- (b) The District Council shall have the carriage of all grievances, except a grievance lodged by a Producer or the CMPA. The District Council, and not the Guild Member, shall have exclusive right to retain and instruct counsel in all respects relating to the grievance, the grievance and arbitration procedure, any arbitration hearing and any judicial review or court action arising therefrom.
- (c) With respect to either deliberate or negligent acts or omissions by a Guild Member, the Producer may only commence civil litigation proceedings against that Guild Member to address any loss or damage incurred by the Producer.

10.03 Informal Dispute Resolution

- (a) Notwithstanding article 10.02 (b), the Guild Member, with or without the assistance or presence of a representative of the District Council may present any problem orally to the Producer for discussion and resolution.
- (b) The parties acknowledge that the timely and prompt settlement of all disputes between the parties should be encouraged and that therefore any dispute may be settled at the time of its occurrence by the District Council and the authorized representative of the Producer, without recourse to the formal grievance procedures.

10.04 Initiating Grievance Procedure

- (a) In the event that the dispute is not informally resolved in accordance with article 10.03 above, the aggrieved party may only initiate a grievance within sixty (60) calendar days of the date on which that party becomes aware, or ought reasonably to have become aware, of the act or omission giving rise to the dispute.
- (b) With respect to Director rights acquisition fee(s) and additional use issues, the aggrieved party may only initiate a grievance within twelve (12) months from the date on which that party became aware or should reasonably have become aware that payments were due and owing.
- (c) A grievance shall only be considered initiated when the grieving party (the "grievor") sets forth in writing (the "grievance"):
 - (i) the facts giving rise to the dispute;
 - (ii) the relevant articles of the Agreement and/or Contract for Services, and;
 - (iii) the remedy sought, and delivers the grievance to the other party to the grievance (the "respondent") and to either the CMPA or the District Council as the case may be.

For greater clarity, in all cases concerning a Guild Member, the District Council will be the grievor or the respondent, as the case may be.

- (d) Once a grievance has been initiated, a representative of the District Council, a representative of the CMPA, the Producer or its duly authorized representatives, and the Guild Member if the District Council deems it necessary, shall meet within five (5) business days for a grievance meeting either in person or via teleconference. This meeting shall be treated as a co-operative and informal discussion to adduce and review the evidence and to facilitate resolution of the matter.
- (e) The persons present at the grievance meeting on behalf of the parties to the grievance shall have the authority to settle

the grievance. Any written settlement shall be signed by the representatives of the parties to the grievance, each of whom shall receive a copy of the terms of the settlement. Such settlement shall be binding on all parties to the grievance and the Guild Member.

ARBITRATION PROCEDURE

10.05 Arbitration Procedure

Except in those circumstances where a party has refused to engage in the grievance procedure, only those disputes which have been properly carried through the steps of the grievance procedure as outlined above and which have not been settled or any dispute as to whether a matter is arbitrable, will be referred to arbitration.

10.06 Within five (5) business days of the grievance meeting, the referring party may give written notice to the other parties attending the grievance meeting and to the CMPA or District Council as the case may be, that it wishes to refer the grievance to arbitration. Grievances not referred to arbitration prior to the expiring of this time limit shall be considered resolved.

10.07 Within ten (10) business days of the notice of the intent to refer described in article 10.06, a time and place for arbitration shall be agreed upon, taking into account the availability of the arbitrator. In the event of a dispute as to the province in which the arbitration ought to take place, the province in which the majority of the principal photography takes place shall be considered the provincial jurisdiction for the purposes of the arbitration.

10.08 In the event that the grievance is referred to arbitration, the CMPA shall notify the District Council fifteen (15) business days prior to the commencement of the arbitration of its intention to further participate in the arbitration process. On providing such notice, the CMPA shall be considered a party. The CMPA may appear at arbitration as a representative of the Producer and/or party in its own right.

10.09 At least three (3) business days prior to the commencement of an arbitration hearing, the parties to the grievance shall inform the District Council and the CMPA of, any witnesses they intend to call, and provide a copy of all documents, including all correspondence, to which they intend to refer during the course of the meeting, as well as a summary:

- (i) identifying the issues in the grievance;
- (ii) outlining the relevant facts of the grievance and;
- (iii) identifying the remedy sought.

Notwithstanding the foregoing, the arbitrator or board of arbitration may accept any documents or evidence that it considers necessary to reach a fair conclusion.

10.10 Arbitrator Selection

(a) Except in exceptional cases agreed by the District Council and the CMPA, a single arbitrator shall hear all arbitrable matters. The selection of the single arbitrator shall be the subject of mutual agreement of the parties. When either party refers a grievance to arbitration they shall propose a list of three (3) arbitrators for consideration by the other party. If none of the proposed arbitrators are acceptable to the other party, they, then within ten (10) business days will submit a list of three (3) arbitrators, in writing, to the aggrieved party for consideration. In the event of a failure to agree upon a single arbitrator, the arbitrator shall be selected from the relevant list contained in each District Council Schedule.

(b) In exceptional cases and subject to agreement of the District Council and the CMPA, an arbitrable matter may be heard by a board of arbitration. The board of arbitration will be composed of one person, appointed by the District Council; and one person appointed by the CMPA; and a third person selected to act as chair who shall be chosen by the other two members of the Board. Each party will notify the other in writing of the name of its appointee within five (5) business days of the request by either party for a Board.

(c) Should the person chosen by the District Council and the person chosen by the CMPA fail to agree on a third person within ten (10) days of the notification mentioned above, the

Minister of Labour in the province most connected with the dispute will be asked to appoint a person to act as chair.

10.11 Powers of Arbitrator

The arbitrator shall have all remedial powers vested in arbitrators under the applicable provincial labour relations legislation. The arbitrator has no jurisdiction to award punitive damages. Without limiting the generality of the foregoing, the arbitrator shall;

- (a) have all necessary powers to hear and determine the real subject of the grievance and issue a decision according to the merits and containing whatever disposition they deem is just and equitable;
- (b) have the power to determine their own procedure including receiving such evidence as they in their sole discretion deem relevant and trustworthy, the whole having regard to the principles of fairness and natural justice; and
- (c) award damages where appropriate in lieu of reinstatement.
- (d) The arbitrator or board of arbitration shall not have the power or authority to set aside, amend, modify, delete or add to any provision of this Agreement.
- (e) The costs and expenses of the arbitrator shall be shared equally by the District Council, the Producer and/or the CMPA, when participating.
- (f) The decision of the arbitrator or board of arbitration shall be issued in writing to the parties to the dispute, and the CMPA, and shall be final and binding on the parties and the Guild Member.
- (g) Any time limitations prescribed herein may only be extended by mutual agreement of the parties to the grievance, the District Council and the CMPA.
- (h) If necessary the arbitration provisions of this Agreement shall apply for the purpose of commercial arbitration legislation.

10.12 Interest Arbitration

- (a) Where this Agreement provides for interest arbitration, then a party may refer a matter to an interest arbitrator in accordance with articles 10.10 (a), (b) and (c) and 10.11 (a), (b), (d), (e) and (f).
- (b) As soon as possible after the interest arbitrator is appointed, the arbitrator shall convene a conference call with the parties in order to receive submissions and to decide all issues relating to the conduct of the interest arbitration, including production of documents, compelling the attendance of witnesses and the preparation of written briefs.

10.13 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 (e.g. 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 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.

11.00 CLASSIFICATIONS

11.01 Job Classifications and Descriptions

Job classifications and descriptions and their respective departments are set out below. They shall not be materially altered, amended, changed, or deleted, nor shall new classifications descriptions or departments be established without the mutual agreement of the parties hereto.

11.02 Improper Classification

Where a Guild Member is unfairly or incorrectly classified, the appropriate job classifications, job descriptions, rates or remuneration, and other related matters shall be discussed between the Producer and the District Council. Failing agreement, the dispute may be the subject of a Grievance and may be referred directly to an arbitrator in accordance with article 10.00.

11.03 Promotion and Demotion

- (a) A Guild Member who is assigned, in accordance with the terms of this Agreement, to a higher-paying job classification than the classification for which the Guild Member was engaged on the Motion Picture shall receive the rate of remuneration and benefits for the higher classification for each day that the Guild Member performs such duties. In no case will the Guild Member receive less than the daily rate for the higher classification for each day or part day which the Guild Member performs the duties of the higher classification.
- (b) A Guild Member who is assigned, in accordance with the terms of this Agreement, to a lower-paying job classification than the classification for which the Guild Member was engaged on the Motion Picture shall receive the rate of remuneration and benefits for the higher classification in the Agreement shall continue to be paid the rate of remuneration and benefits of the Guild Member's regular classification unless such reclassification is made at the request of the Guild Member.

11.04 No Alteration of Job Titles

There shall be no alteration of job titles to evade or subvert the provisions of this article 11.00.

11.05 General

The classifications and descriptions below of Guild Member's established duties are not intended, nor shall they be construed, either to enlarge or diminish the duties, rights and functions of any recognized crafts or trades within the film and television industry or the participation of the Producers.

11.06 Directors (Dir)

- (a) The Director is engaged by the Producer and assigned by the Producer to direct a Motion Picture. The Director directs whatever is seen and heard in a Motion Picture. The Director has the right to be present on the set whenever shooting is in progress. The fact that the Director may also render services as Producer or Writer or in any other capacity shall not change the Director's job classification, with reference to work performed as a Director, and during the period of such work.
- (b) The terms "Director" and "directing" as used herein shall include directing all related functions and activities required for translating and transferring the premise, idea, and/or concept to the audio-visual images.
- (c) A Director's duties include the following: survey and approve all locations and their use as they pertain to the directorial idea and need; directorial planning and breakdown of the shooting script; plot the camera angle and compositions within the frame; participate in determining the requirements of the set, costumes, make-up, props, etc., for their proper directorial perspective and mechanical functioning; participate in the final casting of all performers; rehearse actors, extras, and any of the visual and audio devices necessary for the completion of the Production; direct the action of all performers, extras, etc.; direct the dialogue as

well as pre-recording and post-recording of dialogue; directorial supervision of the duties of the entire crew during the rehearsal and shooting periods; make such script changes as necessary, within the Director's jurisdiction, for the proper audiovisual presentation of the Production; the right to the "first cut."

- (d) The Director's total function is to contribute creatively to all the above elements and to guide, mould, and integrate them into one cohesive, dramatic, and aesthetic whole.

11.07 Second Unit Director (2UD)

The Second Unit Director is engaged by the Producer in consultation with the Director under article DR2.01 (a), to direct Second Unit photography. A Second Unit Director works under the supervision of the Director and the Producer.

PRODUCTION DEPARTMENT

11.08 Production Manager (PM)

(a) The Production Manager is engaged by the Producer to perform duties as a Production Manager on a motion picture. The fact that the Production Manager may also render services in any other capacity shall not take him out of the classification as a Production Manager, with reference to any work he performs as a Production Manager, and during the period of such work. The Producer agrees that a Production Manager providing these additional services shall still be subject to Guild representation as a Production Manager and that the terms and conditions of this Agreement shall be applicable to such Guild Member.

(b) The Production Manager, under the supervision of the Producer, is required to coordinate, facilitate and oversee the preparation of the Production unit or units (to the extent herein provided) assigned to him, all off-set logistics, day-to-day Production decisions, locations, Budget schedules and personnel.

(c) Subject to article 12.09, among the duties which the Producer must assign to the Production Manager is the coordination of or participation in the following, which include:

- (i) Prepare script breakdown and preliminary shooting schedule;
- (ii) Prepare or coordinate the preparation of the Budget;
- (iii) Coordinate preliminary search and survey of all locations and the completion of arrangements for same;
- (iv) Assist in the preparation of the Production to ensure continuing efficiency;
- (v) Coordinate completion of the Production report for each day's work, showing work covered and the status of the Production, and arrange for the distribution of that report in line with the Producer's requirements;
- (vi) Coordinate arrangements for the transportation and housing of cast, crew and staff;
- (vii) Coordinate the securing of releases and negotiations for locations;
- (viii) Coordinate the engaging of all Production unit personnel;
- (ix) Maintain a liaison with local authorities regarding locations and the operation of the Motion Picture;
- (x) Obtain authorization of overtime for cast and crew; and
- (xi) Coordinate and prepare, in conjunction with the Production Accountant, the weekly cost report.

(d) The Production Manager may be referred to and credited as the Unit Production Manager (UPM).

11.09 Assistant Production Manager (APM)

The Assistant Production Manager assists the Production Manager in the performance of the duties and functions outlined above. The Assistant Production Manager is selected by the Producer in consultation with the Production Manager. Under no circumstances may an Assistant Production Manager work without the supervision of a Production Manager.

11.10 Unit Manager (UM)

The Unit Manager is engaged by the Producer in consultation with the Production Manager. Under no circumstances may a Unit Manager work without the supervision of a Production Manager. A Unit Manager is the PM's representative on the shooting set. The Unit Manager assists in the coordination of the shooting set. The Unit Manager supervises the daily logistics of the shooting set in consultation with the Production Manager, Production Coordinator, Assistant Directors, Location Department, Transportation Department and the Art Department.

11.11 First Assistant Director (1AD)

(a) The First Assistant Director is the assistant to the Director. The First Assistant Director is engaged by the Producer in consultation with the Director. The First Assistant Director operates in cooperation with the Director applying artistic, technical and professional expertise as the on-set expeditor and is responsible for maintaining optimum coordination among crew categories and performers in order to maintain the pace required by the shooting schedule as set by the Director. The First Assistant Director, alone or in conjunction with the Production Manager, organizes pre-Production, including organizing the crew, securing equipment, breaking down the script, preparing the stripboard and a shooting schedule. During Production, the First Assistant Director assists the Director with respect to on-set Production details, coordinates and supervises crew and cast activities and facilitates an organized flow of Production activity.

(b) Without limitation, among the duties which the Producer must assign to the First Assistant Director is the coordination of or participation in the following:

- (i) Prepare script breakdown and stripboard, listing probable requirements of performers and extras in each scene;
- (ii) Prepare shooting schedule keeping the same within time limitations imposed by the Budget, cast availability and the requirement of complete coverage of the script;
- (iii) May ascertain the specific requirements of locations as they affect the production in consultation with the Director, PM and Location Manager. The First Assistant Director must be sent to each location site sufficiently prior to the commencement of photography to adequately perform the First AD's duties;
- (iv) Check weather reports;
- (v) Prepare "Day out of days" schedules for performers and determine cast and crew calls;
- (vi) Coordinate the preparation of the call sheet for the cast and crew;
- (vii) Direct background action and supervise crowd control;
- (viii) Supervise the functioning of the shooting set and crew;
- (ix) May process minor contracts, extra releases, and on occasion obtain execution of contracts by performers (this may also be delegated to the Production Manager and Second Assistant Director); and
- (x) Coordinate the work of any additional Assistant Directors or Production Assistants.

11.12 Second Assistant Director (2AD)

(a) The Second Assistant Director is engaged by the Producer in consultation with the First Assistant Director as an assistant responsible to the First Assistant Director.

(b) Without limitation, among the duties which the Producer may assign the Second Assistant Director are the coordination of or participation in the following:

- (i) Prepare the Call sheets, handling extras' requisitions, and other required documents for approval by the First Assistant Director, the Production Manager, and the production office;
- (ii) Prepare the daily production report and end of day paper work;
- (iii) Distribute scripts and script changes (after shooting has started), and call sheets to cast and crew;

- (iv) Distribute, collect, and approve extra vouchers, and placing adjustments as directed by the First Assistant Director on the vouchers;
- (v) Communicate advance scheduling to cast and crew;
- (vi) Aid in the scouting, surveying and coordinating of locations;
- (vii) Facilitate transportation of equipment and personnel;
- (viii) May process minor cast contracts, extra releases, and on occasion secure execution of contracts by performers (this may also be delegated to the Production Manager and First Assistant Director);
- (ix) Coordinate with production staff so that all elements, including cast, crew and extras, are ready at the beginning of the day, and supervise the wrap in the studio and on location (local, nearby and distant);
- (x) Sign cast members in and out;
- (xi) Maintain liaison between Production Manager and/or the production office and the First Assistant Director on the set; and
- (xii) Assist the First Assistant Director in the direction and placement of background action and in the supervision of crowd control.

11.13 Third Assistant Director (3AD)

The Third Assistant Director is engaged by the Producer in consultation with the First Assistant Director as an assistant responsible to the First Assistant Director who may be referred to, and credited as the Second Second Assistant Director.

11.14 Trainee Assistant Director (TAD)

The Trainee Assistant Director is engaged by the Producer as a Trainee to ensure the training of enough AD's to meet the present/ future needs of the film and television industry. The Producer shall consult with the First AD and the final decision in the selection of any TAD shall remain with the Producer.

The TAD may also be referred to, and credited as the Fourth Assistant Director (4th AD).

11.15 Technical Coordinator (TC)

The Technical Coordinator is engaged by the Producer to assist the Director on a multi-camera television Motion Picture photographed continuously, before a live audience or as though a live audience were present, in planning placement and movement of each camera, with the responsibility for coordinating the execution of each placement and movement of each camera. The Producer shall consult the Director on the engagement of any Technical Coordinator with whom he shall have to work. This consultation is a courtesy to the Director and the final decision in the selection of any Technical Coordinator shall remain with the Producer.

11.16 Location Manager (LM)

- (a) The Location Manager is engaged by the Producer and searches, surveys, secures and arranges for locations for the approval of the Producer in consultation with the Director and Production Designer.
- (b) A Location Manager's duties include the following: locate sites, whether through file search or scouting; contact property owners as an authorized functionary of the Producer; negotiate property rental and use rates between owners and the Production company; obtain necessary permission or permits for location sites and location parking from appropriate government authorities; maintain the negotiated condition and use of the location site under the rental contract or government permit; meet with the appropriate area film office or council and maintain a liaison with same during location use; meet with local business or residents' associations, if necessary. In the performance of their duties, they may drive others provided such driving does not interfere with the Location Manager's regular duties.
- (c) Prepare detailed location budgets and in so doing, consult with the Producer and the Production Manager. Identify extraordinary costs and required adjustments and keep the

- Producer and the Production Manager informed of same.
- (d) Coordinate the work of the location department staff, as well as any relevant outside contractors.

11.17 Assistant Location Manager (ALM)

- (a) The Assistant Location Manager is engaged by the Producer in consultation with the Location Manager to act as an assistant responsible to the Location Manager. Under no circumstances may an Assistant Location Manager work without the supervision of a Location Manager.
- (b) An Assistant Location Manager must use due diligence to ensure that the Production is working within the limits of the location permit and contractual obligations as outlined by the Location Manager and that a professional and positive relationship is maintained with residents, business owners, and government officials.

11.18 Trainee Location Manager (TLM)

The Trainee Location Manager (TLM) is engaged by the Producer in consultation with the Location Manager to assist the LM in the performance of the functions and duties outlined in article 11.16.

11.19 Location Production Assistant (Location PA)

- (a) The Location PA is engaged by the Producer in consultation with the Location Manager to assist the location department. A Location PA may not work without the supervision of either the Location Manager or Assistant Location Manager except as provided for in this Agreement. Before being engaged as a Location PA, the Guild Member must have completed professional training courses including but not limited to propane certification and first aid. A Location PA must have a valid driver's licence.
- (b) The Location PA's duty is to assist the Assistant Location Manager in the performance of the functions and duties as outlined in article 11.17. In addition and without limitation such duties include: prepare the locations department vehicle; prepare the film locations with signage and protective coverings; ensure the equipment base areas, additional make-up & hair stations, background holding areas, washrooms, greenrooms and lunch areas are prepared; maintain a clean working environment; perform crowd and traffic control except where this work is customarily performed by police officers or by security personnel of a facility at which the photography takes place and which requires security personnel under its location agreement; and, distribute film notification letters and collect signatures if required by the location permit.

11.20 Location Support Personnel (LSP)

- (a) The LSP is engaged by Producer in consultation with the Location Manager to assist the location department.
- (b) The LSP's duties are primarily coning, lettering, and monitoring Production equipment.

11.21 Production Coordinator (PC)

- (a) The Production Coordinator is engaged by the Producer in consultation with the Production Manager.
- (b) Without limitation, among the duties which are assigned to the Production Coordinator, are the coordination or participation in the following:
 - (i) The setting up and closing down of the Production Office, including the ordering of furniture, equipment, and supplies;
 - (ii) Preparation and distribution of crew and cast lists, call sheets, production reports, movement orders, and the distribution of shooting schedules, scripts, and script revisions;
 - (iii) The coordination of all travel, accommodation, work permits, visas, medical examinations, and immunizations for principal crew and cast, to conform with Producer insurance, and foreign travel requirements;
 - (iv) The ordering, importing and exporting of equipment, and booking of personnel as directed by the Production Manager;

- (v) The pick up and delivery of equipment and personnel in conjunction with the transportation department; and
- (vi) The shipment of film and sound tape to and from the laboratory and/or distant locations.

11.22 Assistant Production Coordinator (APC)

- (a) The Assistant Production Coordinator is engaged by the Producer in consultation with the PM and PC to act as an assistant to the Production Coordinator.
- (b) The duties of an Assistant Production Coordinator may include, but are not limited to the supervision of or participation in typing, filing, answering the telephones, and related duties in maintaining an organized and efficient production office.
- (c) Under no circumstances may an Assistant Production Coordinator work without the supervision of a Production Coordinator.

11.23 Trainee Production Coordinator)

The Trainee Production Coordinator (Production Secretary) is engaged by the Producer in consultation with the PM and the PC, as an assistant responsible to the Production Coordinator and the Assistant Production Coordinator. Under no circumstances may a Trainee work without the supervision of a Production Coordinator. Duties may include, but not limited to: typing, shipping and receiving, telephones, distribution of paperwork, filing.

11.24 Production Assistants

(a) On-Set Production Assistant (On-Set PA)

The On-Set Production Assistant is engaged by the Producer to act as a general assistant responsible to the First Assistant Director. In addition to acting as a set runner, the Production Assistant will perform duties as assigned by the First Assistant Director.

(b) Office Production Assistant (Office PA)

The Office Production Assistant is engaged by the Producer and works directly with the Production Coordinator. The Office PA performs the duties requested by the Production Coordinator, Assistant Coordinator or Trainee Production Coordinator. Duties may include but are not limited to: photocopying, answering telephones, distribution of office paper work, filing and running errands.

ART DEPARTMENT

11.25 Production Designer (PD)

(a) Requirement

The Production Designer is engaged by the Producer in consultation with the Director when the scale of or the approach to the Production requires special coordination between two (2) or more departments, which may include, but are not limited to the Art Department, set dressings, props, wardrobe, hair and make-up, camera, lighting, staging, Editing, special effects, Locations, Accounting and visual/digital effects executed in post-Production.

(b) Responsibilities

A Production Designer is responsible for the generation of set design sketches and renderings; location selections and treatments; and design concepts relating to set decoration, properties, special effects, lighting, costuming, make-up and hair. The Production Designer collaborates with the Producer, Director and the Director of Photography to realize these elements on film. The Production Designer may work with the Director and the Director of Photography in the determination of key shots and applicable visual/digital effects. In conjunction with the Producer and the Director, a Production Designer establishes Production Budgets and schedules. Working through the Art Director and the applicable department heads, a Production Designer achieves the style of a Motion Picture Production.

11.26 Art Director (ART)

- (a) The Art Director is engaged by the Producer in consultation with the Director and the Production Designer to coordinate

the preparation and execution of all of the visual elements of the production including, without limitation: the design and preparation of drawings and sketches for all sets and shooting locations, construction, graphics and set decoration; and the design approach on all set decoration, properties, special effects, lighting, costuming, make-up and hair. An Art Director is responsible for the administration of the budget for the Art Department and for the preparation of the script breakdown, in liaison with the Art Department Coordinator.

- (b) An Art Director working under a Production Designer functions as the Production Designer's representative on set, in the wardrobe, hair and make-up departments, and in the construction workshop. The Art Director makes decisions based on the Production Designer's information and works under the supervision of the Production Designer. In such circumstances, an Art Director may perform the work functions of a Set Designer.

11.27 First Assistant Art Director/Set Designer/Graphic Designer (1AR)

The First Assistant Art Director/Set Designer/Graphic Designer is selected by the Producer in consultation with the Art Director and/or Production Designer, and is engaged by the Producer to perform those duties delegated by the Art Director and/or Production Designer. The First Assistant Art Director/Set Designer/Graphic Designer may function as the Art Department's representative on set, in the wardrobe, hair and make-up departments, and in the construction shop and makes decisions based on the Art Director's information. A First Assistant Art Director/Set Designer/Graphic Designer is in charge of the "drawing" functions of the Art Department and is an experienced draftsman and/or graphic artist who is familiar with Art Department budgeting and workflow. The First Assistant Art Director/Set Designer/Graphic Designer may also be referred to and credited as the Graphic Designer.

For greater clarity, a First Assistant Art Director/Set Designer/Graphic Designer shall be able to: draw original sets or graphics; draw up modifications of existing locations to make a set; and, work unsupervised in consultation with the Art Director and/or Production Designer.

11.28 Second Assistant Art Director (2AR)

- (a) The Second Assistant Art Director is engaged by the Producer in consultation with the head of the Art Department to perform duties delegated by the head of the Art Department or by the First Assistant Art Director/Set Designer.
- (b) Without limitation, a Second Assistant Art Director may be assigned duties which include drafting, drawing floor-plans, measuring, surveying, photographing locations, assembling visual research materials, and graphic design.
- (c) For greater clarity a Second Assistant Art Director must be able to: measure and draw up floor plans of existing locations; alter, re-size or reconfigure an existing graphic; and, perform minor finishing work on a rendering from the First Assistant Art Director/Set Designer/Graphic Designer.

11.29 Third Assistant Art Director (3AR)

The Third Assistant Art Director is engaged by the Producer in consultation with the head of the Art Department as a general assistant to the Art Department to perform duties delegated by the head of the Art Department or by the First Assistant Art Director/Set Designer or by the Second Assistant Art Director.

11.30 Art Department Coordinator (ADC)

The Art Department Coordinator is engaged by the Producer in consultation with the head of the Art Department.

Without limitation, among duties which are assigned to the Art Department Coordinator are the coordination and participation in setting up and closing down the Art Department office, assisting the Art Director, Production Designer and/or Set Designer in clerical aspects of tracking and inputting budget information, obtaining clearances and product placement and the coordination of supplies for the department.

11.31 Trainee Assistant Art Director (ADA)

The Trainee Assistant Art Director is engaged by the Producer in consultation with the head of the Art Department as a general assistant to the Art Department while being provided with training. The Trainee Assistant Art Director assists in completing tasks without carrying the responsibility for a finished product.

For greater clarity, the Trainee Assistant Art Director may be required to drive a Production vehicle for pick-ups and deliveries for the Art Department, and assist other members of the Art Department such as performing some minor graphics or minor drafting duties.

PICTURE EDITING DEPARTMENT

11.32 Supervising Picture Editor (SPE)

- (a) The Supervising Picture Editor is engaged by the Producer in consultation with the Director to be responsible for the preparation and organization of all post production visual elements of the Motion Picture. The Supervising Picture Editor shall consult and collaborate with the head of the Sound Editing Department through to the delivery of the final product. The Supervising Picture Editor shall consult with and collaborate with the Producer for the purpose of achieving an efficient, effective and economical Picture Editing of the Motion Picture.
- (b) A Supervising Picture Editor may perform any of the work functions of a Picture Editor, in which case the higher of the applicable minimum rate(s) for the classification of Supervising Picture Editor, Picture Editor or Editor, as the case may be, as prescribed by this Agreement for the given type of Motion Picture will prevail.
- (c) A Supervising Picture Editor may perform the work functions of a Supervising Sound Editor, in which case the higher of the applicable minimum rate(s) for the classification of Supervising Sound Editor, Sound Editor or Editor, as the case may be, as prescribed by this Agreement for the given type of Motion Picture will prevail.

11.33 Picture Editor (PE)

- (a) The Picture Editor is engaged by the Producer, in consultation with the Director, to be responsible for the operation, coordination, and supervision of all aspects of the Picture Post Production Period. If no Supervising Picture Editor is engaged by the Producer and if more than one (1) Picture Editor is engaged by the Producer then, unless otherwise designated by the Producer in writing, the first Picture Editor engaged by the Producer shall be deemed to be the head of the Picture Editing Department.
- (b) Responsibilities of the Picture Editor include but are not limited to:
 - (i) The editing of all material on film, videotape or digital medium;
 - (ii) All department staff including post-Production personnel are engaged by the Producer in consultation with the Picture Editor, and fall under the supervision of the Picture Editor;
 - (iii) Consult on the post-Production budget and post-Production schedule;
 - (iv) Coordinate technical and information requirements of the Picture Editing Department with the camera department, script supervisor, location sound recordist, location playback department, visual effects department and post-Production Sound Editing Department;
 - (v) In conjunction with the Producer and the First Assistant Picture Editor, coordinate with all required post-Production facilities such as labs, video transfer houses, optical and digital fx houses, mixing and screening facilities, digital intermediate facilities and negative cutters;
 - (vi) In the absence of a visual fx supervisor the Picture Editor will supervise all optical and digital visual fx in consultation with the Director and Producer;

- (vii) The Picture Editor shall be present at test screenings to ensure a proper technical presentation is achieved and to gauge the audience response;
- (viii) The Picture Editor, if available, shall participate and consult with the Director and the Sound Editing Department in the Sound Post Production Period process. This may include dialogue evaluation, ADR, music spotting, music scoring and the final sound mix;
- (ix) The Picture Editor shall participate in the final colour timing or colour correction process in conjunction with the Director and the director of photography; and,
- (x) The Picture Editor shall approve the final print master or video to ensure the picture has been correctly conformed, neg cut or digitally mastered.

11.34 First Assistant Picture Editor (1PE)

- (a) The First Assistant Picture Editor is engaged by the Producer in consultation with the head of the Picture Editing Department.
- (b) **Duties include, but are not limited to:**
 - (i) Liaise with production office;
 - (ii) Contact and coordinate with the film labs and video transfer houses;
 - (iii) Set up Telecine specifications with the video house (film or video projects);
 - (iv) Set up and coordinate the edit suites for film and non-linear projects;
 - (v) Set up and maintain project requirements within the non-linear systems (including instances in which production houses are utilized in the synching of Dailies);
 - (vi) Coordinate/supervise the logging, screening, and digitising of Dailies and distribution of Dailies tapes;
 - (vii) Set up and coordinate film screenings and video sessions with the selected post houses;
 - (viii) Research and acquire all required stock shots and playback materials;
 - (ix) Set up post production schedules, under the supervision of Editor (particularly if there is no post supervisor);
 - (x) Create EDLs, neg cut lists, and optical lists;
 - (xi) Order opticals and supply all purchase orders;
 - (xii) Supervise / coordinate the completion and delivery procedures for film and video projects (answer prints, on-line conforms, etc.);
 - (xiii) Oversee the tear-down and proper archiving and shipping of collected materials (film, tapes, paperwork, etc.) at the end of production and/or post-production;
 - (xiv) Daily timings;
 - (xv) Sourcing temp music and sdx;
 - (xvi) Cutting-in sfx and opticals;
 - (xvii) Taking notes during screenings (Dailies, Director's cut, Producer's cut, etc.);
 - (xviii) Assist the Producer if the Editor is unavailable;
 - (xix) When possible, the First also engages in the actual marking, popping, synching, digitising of dailies and preparation of paperwork (the "hands-on" duties of the cutting room);
 - (xx) Troubleshoot technical problems; and
 - (xxi) Coordinate and supervise the Assistant(s) and in the Editing Department and ensures adherence to proper professional conduct and standards.

11.35 Assistant Picture Editor (APE)

- (a) The Assistant Picture Editor is engaged by the Producer in consultation with the head of the Picture Editing Department.
- (b) The duties of the Assistant Picture Editor include, but are not limited to:
 - (i) Assists in the day-to-day running of the editing room;

- (ii) Assists in preparing (by digitizing, re-digitizing, synching in linear and non-linear and/or print format, checking synch in any format, logging, marking, checking numbers, popping and coding) picture and sound elements for editing, screening, or transfers to various formats (tape, etc.) and making dubs as required;
 - (iii) Assists in ordering of materials (retransfers, reprints, editing supplies, stationary, tape stock etc.);
 - (iv) Maintains the system of organization (e.g. continuity, marked script, camera and sound reports, Dailies tapes, updating scripts, and any other editorial paperwork), established by the head of the Picture Editing Department.
 - (v) Where required, assists in additional non-linear duties: helping prepare database layout for Dailies screening notes; making screen notes using date from continuity and computer files provided with telecine material;
 - (vi) Assists in communicating with other departments, service providers and transfer houses and, where required, may issue and deliver editorial memos etc.;
 - (vii) Assists in the packing and shipping of elements; and the shipping of dailies/cuts to Producers in any format;
 - (viii) Issues purchase orders to various facilities (for transfer, stock footage, FX, etc.) under the supervision of the head of the Picture Editing Department;
 - (ix) Assists in maintaining petty cash;
 - (x) Creates a one-liner of scenes in cut order for screenings in any format; and,
 - (xi) In preparation for screenings, assists in pulling selects and reference clips, in whatever format the show is utilizing.
- (c) For every shooting day for which film is sent to a lab and where the duties of an Assistant Picture Editor include assisting in the prepping and projection of print Dailies and may also include organizing edge coding, filing of trims and other such duties, the Assistant Picture Editor will be upgraded to no less than the applicable rate as set out in the applicable District Council Schedule.

11.36 Post Production Assistant (Post PA)

- (a) The Post PA is engaged by the Producer in consultation with the head of the Picture Editing Department.
- (b) The Post PA's duties include, but are not limited to:
 - (i) running errands to the lab, screening room, transfer house, neg cutter, special effects house, telecine facilities, etc.;
 - (ii) helping prepare paperwork, packing and shipping, making deliveries and pickups; and,
 - (iii) typing, filing, handling the phones.

11.37 Post Production Supervisor (PPS)

The Post Production Supervisor (PPS) supervises the entire post production process on a Motion Picture.

11.38 Post Production Coordinator (PPC)

The Post Production Coordinator coordinates the entire post production process on a Motion Picture.

SOUND EDITING DEPARTMENT

11.39 Supervising Sound Editor (SSE)

- (a) The Supervising Sound Editor is engaged by the Producer in consultation with the head of the Picture Editing Department to be responsible for the preparation and organization of all sound elements of the Motion Picture. The Supervising Sound Editor shall consult and collaborate with the Producer for the purpose of achieving an efficient, effective and economical sound editing of the Motion Picture.
- (b) A Supervising Sound Editor may perform any of the work functions of a Sound Editor including, without limitation, those of a Dialogue Editor, Post-Synch Dialogue Editor, Effects Editor, Foley Editor or Music Editor, in which case the highest of the applicable minimum rates for the classification

of Supervising Sound Editor, Sound Editor, or Editor will prevail.

11.40 Sound Editor (SE)

- (a) The Sound Editor is engaged by the Producer in consultation with the head of the Sound Editing Department, to coordinate, create and make sound effects, to synchronize and assemble sound effects tracks and prepare dialogue tracks for the purpose of re-recording, including the synchronization of post-synchronized dialogue tracks to visual action. If no Supervising Sound Editor is engaged by the Producer, then the Sound Editor first engaged in writing by the Producer shall be the head of the Sound Editing Department.
- (b) The work functions of a Sound Editor will include, without limitation, any and all of the work functions of a Dialogue Editor, Post-Synch Dialogue Editor, Effects Editor, Foley Editor and/or Music Editor, in which case the applicable minimum rates for the classification of Sound Editor shall prevail, except as otherwise expressly provided by this Agreement. A Dialogue Editor, Post-Synch Dialogue Editor, Effects Editor, Foley Editor and/or Music Editor shall be deemed to be a Sound Editor for the purposes of this Agreement and shall be subject to all of the provisions of this Agreement.

11.41 First Assistant Sound Editor (1SE)

- (a) A First Assistant Sound Editor is engaged by the Producer in consultation with the Editor to assist a Supervising Sound Editor, Sound Editor, Effects Editor, Dialogue Editor or ADR Editor.
- (b) The duties of a First Assistant Sound Editor as assigned will be performed under the immediate coordination, direction and/or supervision of the Editor. The duties of a First Assistant Sound Editor shall include but are not limited to:
 - (i) loading and conforming the audio;
 - (ii) sourcing and loading and in some cases assisting in the recording of sound effects;
 - (iii) being aware of and up to date with all applicable schedules (e.g. ADR recording, pre-mixes, mix, final mix etc.);
 - (iv) assisting in the scripting, preparation and loading of post sync dialogue;
 - (v) assisting in preparing and printing of sound cue sheets for dialogue, sound effects and post sync dialogue;
 - (vi) laying back the edited elements to a medium which the pre-mixes and final mix will be using and delivering these elements to the theatre where the pre-mixes and final mix shall take place;
 - (vii) packaging all the elements to be returned to the production office; and,
 - (viii) coordinating, directing or supervising the Second Assistant Sound Editor and Trainee Assistant Sound Editor.
- (c) A First Assistant Sound Editor may also perform any or all of the work functions of a Second Assistant Sound Editor, in which case the higher of the applicable minimum rates will prevail.
- (d) A First Assistant Sound Editor shall not synchronize sound, dialogue or post-synchronized dialogue, sound effects, foley tracks or music tracks, of any nature, for the purpose of re-recording except under the immediate coordination, direction or supervision of the Editor.

11.42 Second Assistant Sound Editor (2SE)

- (a) A Second Assistant Sound Editor is engaged by the Producer in consultation with the head of the Sound Editing Department to assist a First Assistant Sound Editor
- (b) The duties of a Second Assistant Sound Editor as assigned will be performed under the immediate coordination, direction and/or supervision of the First Assistant Sound Editor. A Second Assistant Sound Editor shall be responsible for:
 - (i) loading sound effects into the specific editing platform;

- (ii) loading tapes or other source material into an auto conform situation;
 - (iii) 'tagging' or labelling all synchronized elements; and,
 - (iv) printing dialogue, post sync dialogue and sound effects cue sheets.
- (c) A Second Assistant Sound Editor shall not perform any of the duties of a First Assistant Sound Editor except under the immediate coordination, direction and/or supervision of the First Assistant Editor.

11.43 Trainee Assistant Sound Editor (TASE)

- (a) A Trainee Assistant Sound Editor is engaged by the Producer in consultation with the head of the Sound Editing Department to be trained as an Assistant Sound Editor.
- (b) The duties of a Trainee Assistant Sound Editor shall be performed under the immediate coordination, direction or supervision of the First Assistant Sound Editor.
- (c) The demands placed on a Trainee should be reasonable; a Trainee's purpose in the editing room is to be trained.
- (d) May also be referred to or credited as the Editing PA or Post Production Assistant.

11.44 Dialogue Editor

A Dialogue Editor is engaged by the Producer as a person responsible, without limitation, for any or all of the following work functions:

- (i) splitting and assembling of edited original soundtrack for the purposes of re-recording;
- (ii) augmenting original recorded soundtracks with appropriate extensions and inserts to ensure that background sound is continuous and even;
- (iii) selecting and fitting alternate sections from original recorded soundtracks for the purpose of enhancing the performance and effectiveness of the final dialogue soundtrack; and,
- (iv) fitting location "wild" track sound in order to minimize addition of post-synchronized dialogue.

11.45 Post-Synch Dialogue Editor

A Post-Synch Dialogue Editor, also known as Loop Editor, Dubbing Editor or ADR Editor, is engaged by the Producer as a person responsible for the preparation, recording and synchronization of post-synchronized dialogue replacement and/or additional dialogue for the purpose of re-recording.

11.46 Effects Editor

An Effects Editor is engaged by the Producer as a person responsible for the selection, creation, assembly and/or synchronization of sound effects for the purpose of re-recording.

11.47 Foley Editor

A Foley Editor is engaged by the Producer as a person responsible for the preparation, creation, recording and synchronization of all post-synchronized sound effects for the purpose of re-recording.

11.48 Music Editor (ME)

A Music Editor is engaged by the Producer as a person responsible for the preparation of the materials for the purpose of music recording and the synchronization and assembly of music tracks for the purpose of re-recording.

ACCOUNTING DEPARTMENT

11.49 Production Accountant (AUD)

- (a) The Production Accountant is a Guild Member engaged by the Producer and is responsible for the coordination, supervision and operation of the Accounting Department in accordance with standard industry practice and standard business procedures.
- (b) Duties include but are not limited to a thorough working knowledge of industry specific production requirements, accounts payable, petty cash, journals, account books to trial balance, cost reporting, hot costs, budgeting, cash flows, production schedules and reports, tax considerations, financial structures, reporting requirements for all available tax incentive regimes, and studio and government audit

requirements.

- (c) The position also requires organizational skills and administrative abilities commensurate with those normally associated with a head of department in any large business organization. This includes knowledge of other production departments and an ability to effectively communicate with other department heads. In addition, the duties of the Production Accountant may include formal communication with the Producer(s) and the parent company and/or distributor.
- (d) The Production Accountant shall be bondable.

11.50 First Assistant Production Accountant (1AA General)

- (a) The First Assistant Production Accountant (General) is a Guild Member engaged by the Producer, in consultation with the Production Accountant.
- (b) The position of First Assistant Accountant (General) shall require organizational and administrative abilities normally required in the organization, maintenance and supervision of a Production Accounting office.
- (c) Duties include but are not limited to a thorough working knowledge of production accounting software, Guild, District Council and Government regulations required in the preparation of crew and cast payroll, reporting requirements for all available tax incentive regimes, and studio and government audit requirements, posting of all journals into the ledger, preparation of accounts to trial balance, accounts payable, payroll, petty cash, bank reconciliations and all record keeping and other related duties associated with day-to-day operations of Production Accounting.
- (d) The First Assistant Production Accountant (General) shall be bondable.
- (e) Nothing precludes accounting personnel from performing duties in other classifications provided it is for training purposes.

11.51 First Assistant Production Accountant (1AA Payroll)

- (a) The First Assistant Production Accountant (Payroll) is a Guild Member engaged by the Producer, in consultation with the Production Accountant.
- (b) The duties of the Payroll First Assistant include but are not limited to, the processing of the cast and crew payroll, and shall not preclude the necessity of fulfilling the requirements and qualifications of a First Assistant Production Accountant (General).
- (c) The First Assistant Production Accountant (Payroll) shall be bondable.
- (d) Nothing precludes accounting personnel from performing duties in other classifications provided it is for training purposes.

11.52 Second Assistant Accountant (2AA)

- (a) The Second Assistant Accountant is a Guild Member engaged by the Producer in consultation with the Production Accountant.
- (b) The duties of the Second Assistant Accountant as delegated by the Production Accountant or First Assistant Accountant in consultation with the Production Accountant include but are not limited to data entry, preparation of accounts payable, invoices and purchase orders, petty cash, payroll calculation, and journals etc.
- (c) The Second Assistant Accountant shall be bondable.
- (d) Nothing precludes accounting personnel from performing duties in other classifications provided it is for training purposes.

11.53 Third Assistant Accountant / Clerk (3AA / AC)

- (a) The Third Assistant Accountant is a Guild Member engaged by the Producer in consultation with the Production Accountant.
- (b) The duties of the Third Accountant include but are not limited to, data entry, processing of cheques, filing, auditing petty cash envelopes and other duties assigned by the Production Accountant.
- (c) The position requires a working knowledge of production accounting software and general computer literacy. As well,

a working knowledge of basic accounting procedures is a prerequisite.

- (d) Nothing precludes accounting personnel from performing duties in other classifications provided it is for training purposes.

11.54 Trainee Assistant Accountant (AT)

- (a) The Trainee Assistant Accountant is a Guild Member engaged by the Producer in consultation with the Production Accountant.
- (b) The duties of the Trainee Assistant Accountant will be delegated by the Production Accountant. The position requires familiarity with bookkeeping practices, literacy, computer literacy and a willingness to learn.
- (c) Nothing precludes accounting personnel from performing duties in other classifications provided it is for training purposes.

11.55 Post Production Accountant (PPA)

If engaged, a Post Production Accountant shall be engaged after the "wrap out cost report" has been completed and production accounting records have been turned over to the corporate entity or parent company.

12.00 CONTRACT FOR SERVICES

12.01 Contract for Services Required

- (a) Within a reasonable time after engaging any Guild Member and in any event no later than the first payday an individual written Contract for Services in the form set out in Schedule 1 or 8 hereto must be signed by a responsible Production executive of the Producer and by the Guild Member and filed with the District Council. The Contract for Services shall contain the following information: name, home address, social insurance number, date of engagement, compensation rate, name of Motion Picture, ISAN and/or V-ISAN number, individual Episode name and number, if applicable and basis of engagement (i.e., daily, weekly, specific term or extended term).
- (b) The terms of a Contract for Services shall be subject to the terms and conditions of a letter of variance, in accordance with those terms effective on the date that the letter of variance is signed by the Producer and the District Council, unless the letter specifies otherwise. For greater clarity, no Guild Member shall be required to repay any compensation paid prior to the effective date of the letter of variance.

12.02 Application to Existing Contract for Services

Nothing herein is deemed to modify or affect the terms of any existing Contract for Services which are more favourable to the Guild Member than those contained in this Agreement.

12.03 Provisions of Contract for Services Subject to Grievance and Arbitration

Subject to article 10.02, the parties may only refer disputes over the provisions of a Contract for Services to the grievance and arbitration procedure under this Agreement .

12.04 Type of Engagement

Except as specifically provided for in any District Council Schedule, each Guild Member must be engaged for at least one (1) of the following guaranteed periods: daily, weekly, specific term or extended term. The type of engagement of each Guild Member must be specified in the Contract for Services.

12.05 Terms of Standard Agreement are Minimums

The terms and conditions herein are minimums and not maximums. No variation of the minimum terms and conditions prescribed by this Agreement shall be requested of any Guild Member except through the District Council. Nothing shall prevent a Guild Member from negotiating with a Producer better terms and conditions of engagement than those provided by this Agreement.

12.06 Grievance and Arbitration

The grievance and arbitration procedures herein shall not be subject to negotiation between any Guild Member and the Producer.

12.07 No Contract for Services to Contravene the Standard Agreement

No Guild Member and no Producer shall enter into any Contract for Services which in any way contravenes any of the provisions of this Agreement and all terms of any letter of variance. Accordingly, all of the provisions of this Agreement shall be deemed to be incorporated, as if set forth in full in writing, into the Contract for Services of each Guild Member subject to article 13.01 (b), for the entire term of the engagement. It is further agreed that the Contract for Services of each Guild Member shall be deemed to be incorporated, as if set forth in full in writing, into this Agreement. In addition, neither a Guild Member nor a Producer may waive any minimum term or condition of this Agreement without the prior written approval of the District Council.

12.08 No Deferment of Minimum Compensation

There shall be no deferment of any part of the minimum compensation prescribed by this Agreement, without the prior express written consent of the District Council. Compensation in excess of the minimums prescribed by this Agreement may be deferred by prior express written agreement between a Guild Member and the Producer.

12.09 Authority

- (a) A Contract for Services must be executed by each Guild Member and a representative of the Producer who is so authorized provided that the representative is not a Guild Member engaged pursuant to this Agreement.
- (b) The Producer representative executing the Bargaining Authority and Voluntary Recognition Agreement hereby warrants he or she is not engaged pursuant to this Agreement.
- (c) A Guild Member engaged pursuant to this Agreement will not be granted the authority, nor assigned the responsibility to:
 - (i) sign any notices required to be given or sent pursuant to this Agreement; or,
 - (ii) sign adherence or any other documents on behalf of the Producer.

12.10 Original Copies and Form Of Contract for Services

- (a) The Producer and the Guild Member will execute the Contract for Services and the Producer will provide a copy of same to the Guild Member. A copy of the Contract for Services is deemed effective for all purposes under this Agreement as if it were original. The Contract for Services may be executed in counterparts and by facsimile or other electronic means and will be deemed effective as if it were the original document.
- (b) A copy of each Contract for Services, together with a copy of each so-called "Production or corporate Contract for Services" or "long form Contract for Services or contract" signed by every Guild Member shall be forwarded by the Producer to the District Council as soon as possible after execution.

12.11 Contract for Services No Less Favourable Than the Standard Agreement

The following term shall be deemed to be included in every Contract for Services regardless of whether or not it complies with the applicable standard form Contract for Services: "All of the provisions of this Contract for Services are subject to and must provide no less than the terms and conditions of the Standard Agreement".

12.12 Contract for Services - Start Date

- (a) The commencement date of the term of the Contract for Services is known as the start date. Each Contract for Services must specify the start date. The start date shall, unless otherwise agreed by the Guild Member, not be delayed by more than seven (7) days.
- (b) Unless otherwise agreed by the Guild Member, should the start date be delayed more than seven (7) days, then the Guild Member's Contract for Services will be deemed to have been terminated without cause by the Producer and the Producer will pay one (1) week's Gross Remuneration and

outstanding expenses. If the Guild Member is re-engaged at a later date, then there is no obligation to repay these monies.

- (c) There shall be no variation in the start date of a Guild Member engaged on a daily basis.

12.13 Contract for Services - Finish Date

The terminal date of the Contract for Services is known as the finish date. Each Contract for Services for a Guild Member engaged on a specific term or extended term basis must specify the finish date. The Contract for Services for a Guild Member engaged on a daily or weekly basis shall not require a specified finish date.

12.14 Extension, Renewal or Option

- (a) Where a Contract for Services contains provision for its extension or renewal, or an option clause with respect to same, the Contract for Services must specify the length of the extension, renewal or option period.
- (b) Where a Guild Member is engaged on a specific term or extended term engagement, the Producer must give the Guild Member at least two (2) weeks' written notice of the Producer's intention to exercise its option or to extend or renew the Contract for Services.
- (c) A failure by the Producer to provide the required notice herein shall at the sole option and in the sole discretion of the Guild Member render any option, renewal or extension clause null and void.
- (d) Where a Contract for Services does not contain provision for its extension or renewal, or an option clause with respect to same, and the Producer and Guild Member wish to extend or renew the Contract for Services, then the Producer and Guild Member must specify in writing the type of engagement in accordance with article 12.04, and the terms of the extension or renewal, including the length thereof.
- (e) The remuneration of the Guild Member during any extension or renewal period must be at least equal to the pro rated amount of the remuneration specified during the term of the Contract for Services.

12.15 Loan-out Corporation

This Agreement will apply equally in all respects to a Contract for Services made between a Producer and a Loan-out Corporation, and a Contract for Services made directly between a Producer and a Guild Member.

12.16 Confidentiality Language

The following language shall be deemed to be included in a Production Manager and Production Accountant's Contract for Services:

"You will be entrusted with detailed information respecting the Producer's business, the disclosure of which would be harmful to the Producer's interest and as such agree to keep all such information confidential. You acknowledge and agree that the right to maintain such detailed information constitutes a property right, which the Producer is entitled to protect. Accordingly, you will not without prior written consent of the Producer, during the term of this Agreement and subsequent to its termination, copy by any means, disclose, directly or indirectly, to any third party any confidential information relating to the Producer."

13.00 NOTICE OF LAY-OFF OR REPLACEMENT, FORCE, MAJEURE, RECALL AND DISCHARGE

13.01 Force Majeure

- (a) If a Production is prevented or interrupted by reason of:
 - (i) natural causes, such as acts of God, fire, earthquake, hurricane, and floods;
 - (ii) emergency governmental regulation or order;
 - (iii) Injury to, or bona fide illness of a leading cast member or the first unit Director; or
 - (iv) riot, war or such other cause beyond the reasonable control of the Producer, then the minimum guarantee

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

- (b) In such circumstance, the Producer shall furnish a statement in writing to the District Council as to the reason for the force majeure. If the District Council believes the force majeure declaration to be unjust or unreasonable, it may file a grievance with respect to the declaration under the grievance and arbitration procedure of this Agreement.
- (c) At its own discretion, the District Council shall have the right to convert to its own use the performance bond posted by the Producer to defray any unpaid financial obligations of the Producer to any Guild Member or the District Council outstanding as of the date of invocation of any bona fide force majeure.

13.02 Recall for Services

If a Guild Member is recalled, or engagement is extended, for any reason, including but not limited to retakes, added scenes, sound track, process shots, transparencies, trick shots, trailers, changes, or for any other purpose, the Producer shall adhere to all the terms and conditions hereof. These terms and conditions shall continue to be in effect until the work of the affected Guild Member is completed. The Contract for Services of the Guild Member recalled shall also be in effect. The Guild Member, unless bound by a Contract for Services, can refuse to accept a recall assignment.

13.03 Discharge

- (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. 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) If a Guild Member is discharged or terminated for just and reasonable cause, the Producer shall replace that Guild Member with another qualified Guild Member. In no event shall any such action result in a reduction of the total crew personnel.
- (c) The Producer will not discharge, nor discipline any Guild Member who advises the Producer that the Guild Member will not comply with an order, directive, or assignment that is unlawful, unsafe or which is known by the Guild Member to be a violation of a location permit or any other collective agreement to which the Producer is signatory.

13.04 Procedure for Discipline and Discharge

The following procedure shall apply if a Producer contemplates taking disciplinary action against a Guild Member.

- (a) If a meeting for disciplinary purposes results in an oral warning, the date and nature of the warning shall be noted by the individual Producer in charge. The Producer shall provide the Guild Member with a copy of any written warning or adverse report affecting that Guild Member. Any reply by that Guild Member shall become part of the Guild Member's work record. No warning shall be passed from one Producer to another.
- (b) Prior to imposing a written warning or effecting a discharge, the Producer shall inform the District Council, and if the Guild Member so requests, a representative of the District Council shall be entitled to be present and to participate at any disciplinary meeting where the Guild Member is advised of the written warning or discharge.
- (c) On request, and within forty-eight (48) hours of that request, the Producer shall provide the District Council and the Guild Member with detailed written reasons supporting the discharge.
- (d) The parties agree that progressive discipline may consist solely of oral and written warnings, and discharge if the Guild Member does not respond constructively to the warnings. In all matters of discipline and discharge, the Producer shall

have the burden of proof to prove that the actions or in-actions of the Guild Member occurred and were wrongful, that adequate warning and appropriate progressive discipline was administered to try to correct the problem, and that the punishment is just and reasonable.

13.05 For the purpose of article 13.00, and any lay-off or replacement provisions in a Schedule, the definition of Gross Remuneration set out in article 1.26 shall be amended to include insurance and retirement contributions, and where specified, to include all expenses such as, but not limited to per diem allowance, travel costs and amounts for vehicle and equipment rentals as outlined in each District Council Schedule.

13.06 With respect to the "guaranteed" periods of engagement set out in article 12.04, the Producer is obligated to "pay or play" and shall either engage the Guild Member for the entire period in question and pay the Member all Gross Remuneration and expenses to which the Member is entitled under this Agreement for that period as those expenses and remuneration fall due or pay all Gross Remuneration and expenses in accordance with the provisions of this article 13.00.

13.07 Except as provided herein, if the Guild Member is terminated before the completion of the "guaranteed" period, the Producer shall, within three (3) days of termination:

- (a) pay to the Member a lump sum equal to all of the Gross Remuneration to which the Member would otherwise be entitled under this Agreement for the balance of the "guaranteed" period, without any deduction for mitigation; and,
- (b) pay to the District Council a lump sum equal to all of the Remittances to which the District Council would otherwise be entitled under this Agreement for the balance of the "guaranteed" period.

13.08 The Producer shall not be required to include in the lump sum specified in article 13.11 any Gross Remuneration which is contingent or deferred; however, the Producer shall pay any deferred or contingent remuneration and any applicable District Council Remittances upon satisfaction of any conditions relating thereto.

13.09 Articles 13.06 and 13.07 shall not apply if the Guild Member is terminated for just and reasonable cause or due to force majeure, except that the Producer shall pay all Remittances to the District Council and all Gross Remuneration and expenses to the Guild Member outstanding at the date of termination.

13.10 A Guild Member is not required to mitigate his damages if the Member is terminated before the completion of the guaranteed period and there shall be no deduction from Gross Remuneration payable to the Member on account of such mitigation.

13.11 If a Guild Member working on Distant Location is terminated, the Guild Member shall be entitled to room and board at no cost until return transportation to the studio zone is made available.

14.00 PAYMENT OF COMPENSATION AND SECURITY FOR PAYMENTS

14.01 Payroll Period

For the purposes of uniformity, the payroll period shall be from 12:01 a.m. of the first (1st) day of the work week to 12 midnight of the seventh (7th) day of the work week, and all times shall be computed in one quarter (1/4) hour increments. The Producer will make and remit the appropriate deductions in accordance with article 4.02. The aforementioned deductions will not be required for Guild Members who furnish their services through a Loan-out Corporation providing direct payments on their behalf. The Guild Member will furnish proof of compliance if requested. The Producer shall not make deductions from any such compensation unless authorized by statute, court order, arbitration award, or this Agreement.

14.02 Pay day

Guild Members shall be paid no later than the fourth (4th) work day following the week worked, except as modified by any District

Council Schedule. If a Saturday, Sunday, or holiday falls on a regular paid day, payment will be made on the preceding work day. Every effort will be made by the Producer to distribute pay cheques to the Guild Members during their shifts that day. If, for any reason, this is not feasible in the case of any individual or group of Guild Members, the Guild Members involved shall be so notified by the Production Manager before the end of their shifts and advised as to the time when their pay cheques will be available. In any such case, the pay cheques shall be given to the Production Manager or designate for distribution.

14.03 Method of Compensation Payment

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

14.04 Payroll Service

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

14.05 Producer's Obligations Upon Termination

- (a) With the exception of a Guild Member engaged through a Loan-out Corporation, whenever the employment insurance separation certificates and pay cheques are not given to the Guild Member at the time of termination, they shall be sent by the Producer to the Guild Member within three (3) business days of the time of termination.
- (b) As directed by the Guild Member, a cheque sent by registered mail to the address of the Guild Member or the District Council office, as the case may be, within the time as required above, is payment hereunder.

14.06 Time-Keeping

The Producer shall maintain an adequate system of time-keeping to record the times that a Guild Member reports for and leaves work each day. The Guild Member's starting and finishing times, meal periods or allowances, and rate changes (if any) shall be shown on the time card. Any items changed after the time card is completed must be reviewed with the Guild Member. The time records and all records under article 14.07 shall be open to inspection by a duly authorized representative of the District Council at reasonable times and on giving the Producer reasonable notice, and all of these records shall be kept in the territorial jurisdiction of the District Council at an address which shall be provided to the District Council in writing.

14.07 Records

Each payroll period, the Producer's payroll department or service will supply the District Council office with the name, classification, and, with the exception of Loan-out Corporations, the social insurance number of each Guild Member and a breakdown of gross compensation, hours, fringe benefit payments, total days worked, overtime, turnaround, sixth and seventh days worked, payment as or in lieu of annual vacation pay, retirement pay, deductions made and the remuneration. Additionally, Guild Members engaged through a Loan-out Corporation are required to provide Production with their GST or HST number, as applicable.

14.08 Financial Difficulties and Payroll Failures

- (a) Where the Producer fails to pay compensation and benefits in accordance with this Agreement, a Guild Member may refuse to work, but only with the prior permission of the District Council, and except
 - (i) as provided in article 16.02, Health and Safety - Guild Member Prerogative; or

- (ii) in cases where the failure to pay is as a result of bona fide dispute or error.
- (b) If the Guild Members are not paid within seven (7) calendar days of the end of the preceding work week, the District Council may claim against the monetary guarantee or bond on behalf of such Guild Members, if not prohibited by law or court order.
- (c) The Producer must replenish the bond and pay any outstanding compensation and benefits before requesting the Guild Members to return to work.
- (d) A Guild Member's refusal to work under article 14.08 is not a breach of this Agreement, or the Guild Member's Contract for Services.
- (e) If the Guild Member refuses to work under article 14.08, then the Producer will not:
 - (i) institute any disciplinary or other action;
 - (ii) consider the refusal to work to be resignation of the Guild Member's engagement; or
 - (iii) seek damages from a Guild Member or the District Council

14.09 Security for Payments Due During Production

(a) Requirement for Security

The District Council is entitled to require a Producer to post, no earlier than thirty (30) days prior to the commencement of work by the Guild Members, a security for payment sufficient to cover two (2) weeks' Gross Remuneration of all Guild Members (to be based upon the production schedule provided by the Producer) and all District Council Remittances. The security for payment may take the form of a cash deposit to be held in trust by the District Council in an interest-bearing account, and all accrued interest shall be the property of the Producer, or at the Producer's election, the security for payment may take the form of one or more irrevocable letters of credit in favour of the District Council, drawn on a Canadian chartered bank.

(b) Cash Bond

In the case of a cash bond:

- (i) the Producer will post the bond not earlier than fifteen (15) business days and no later than five (5) business days prior to the commencement of work by the Guild Members;
- (ii) The District Council shall be entitled, upon written notice to the Producer and upon resolution of any dispute in favour of the Guild Member or the District Council, to make payment from the cash bond to the extent of any amounts found due. The notice shall stipulate the amount claimed and that such amount is due to the District Council as a result of a default by the Producer of its payment obligations as specified in the Agreement;
- (iii) The District Council will repay the cash bond less any amounts in dispute within thirty (30) days after the completion of principal photography, provided that the Producer has provided the District Council with a security agreement in accordance with article 14.10 (b), or a distribution guarantee or distributor's assumption agreement from an approved distribution guarantor pursuant to article 14.10 (c), and will repay the balance, if any within five (5) days of the resolution of a dispute in the Producer's favour.
- (iv) Notwithstanding article 14.09 (b)(iii), the District Council shall be entitled to retain a maximum of fifteen thousand dollars (\$15,000) of the cash bond following the completion of principal photography. The retained amount shall be released thirty (30) days following the completion of post production.

(c) Letter of Credit

In the case of a letter of credit, the face of the letter of credit shall specify that:

- (i) the said letter of credit shall have a term commencing not earlier than fifteen (15) business days and no later than five (5) business days prior to the commencement of work by the Guild Members;
- (ii) the District Council shall be entitled, upon written notice to the Producer and upon resolution of any dispute in favour of the Guild Member or the District Council, to draw down on the letter of credit to the extent of any amounts found due. The notice shall stipulate the amount claimed and that such amount is due to the District Council as a result of a default by the Producer of its payment obligations as specified in the Agreement;
- (iii) the letter of credit shall be released within thirty (30) days after the completion of principal photography, provided that the Producer has provided the District Council with a security agreement in accordance with article 14.09 (b), or a distribution guarantee or distributor's assumption agreement from an approved distribution guarantor pursuant to article 14.10 (c). However, if there are any amounts in dispute, such amounts will be secured by a replacement letter of credit or cash bond to the extent of the amounts in dispute, and such amounts, if any, will be released, within five (5) days of the resolution of a dispute in the Producer's favour;

- (d) In the event of a dispute arising or remaining outstanding after the original cash bond has been repaid or after the term of the original letter of credit, involving outstanding payments due under the Agreement, the Producer agrees to post a new cash bond or to issue a new letter of credit in an amount equal to those amounts in dispute for as long as those amounts remain in dispute, the District Council will repay the new cash bond within five (5) business days of the resolution of a dispute in the Producer's favour.
- (e) When a bona fide dispute arises, all remedies and recourse provided by the Agreement shall be exhausted, or an arbitrator shall rule in favour of the Guild Member prior to any disbursement from the letter of credit or cash bond.
- (f) Subject to paragraphs 14.09 (b)(iii) and (c)(iii), if the security for payment is not released and/or returned to the Producer within the time periods set forth in this provision, the District Council shall pay to the Producer a late payment charge at the prime rate of interest per annum of that part of the security payment that has not been returned or released to the Producer, calculated and payable monthly, from the date the payment is due until payment is made, with the first payment due on the sixteenth (16th) day following the date the payment is due.
- (g) **Production Guarantee**
Notwithstanding article 14.09 (a), the Producer shall not be required to post as security a cash bond, or letter of credit, but shall instead be entitled to provide the District Council with a Production Guarantee from an approved production guarantor in the form set out in Schedule 10, provided that the Production Guarantee is accompanied by a Security Agreement pursuant to article 14.10 (b), or a Distribution Guarantee (see Schedule 12) or Distributor's Assumption Agreement (see Schedule 13) from an approved distribution guarantor pursuant to article 14.10 (c). The Producer shall give the District Council notice no later than 30 days prior to the start of principal photography of its intention to provide a Production Guarantee.
- (h) The District Council may, at its sole discretion, accept the Alternate Guarantee at Schedule 15.

14.10 Security for Payments Due After Production

- (a) A Producer may provide security to the District Council by way of a Security Agreement, or a Distribution Guarantee or Distributor's Assumption Agreement from an approved distribution guarantor (see article 14.11 (b)), to secure of all its financial obligations payable after Production pursuant to the Standard Agreement, including Director rights acquisition fees and all other amounts payable after Production pursuant

to the Standard Agreement related to the Production.

(b) Security Agreement

A Security Agreement shall be in the form set out in Schedule 11A. Where it is contemplated that the Production will be distributed outside of the jurisdiction in which it is produced, the District Council may request and provide and the Producer will execute additional Security Agreements in forms which are registerable in the jurisdictions where, in the opinion of the District Council, the Production may be distributed. The Security Agreement provided herein shall be discharged on delivery to the District Council of a Distribution Guarantee or Distributor's Assumption Agreement from an approved distribution guarantor pursuant to article 14.10 (c).

(c) Distribution Guarantee and Distributor's Assumption Agreement

Only an approved distribution guarantor (see article 14.11 (b)) shall be eligible to provide a Distribution Guarantee or Distributor's Assumption Agreement. A Distribution Guarantee shall be in the form set out in Schedule 12 and a Distributor's Assumption Agreement shall be in the form set out in Schedule 13. The Distribution Guarantee or Distributor's Assumption Agreement shall be terminated on delivery to the District Council of a Security Agreement pursuant to article 14.10 (b) or a Distribution Guarantee or Distributor's Assumption Agreement from another approved distribution guarantor.

(d) The District Council may, at its sole discretion, accept the Alternate Guarantee at Schedule 15.

14.11 (a) An approved production guarantor shall mean an entity:

- (i)** which the CMPA confirms by written notice to be a member in good standing; and,
- (ii)** which is approved by the District Council in its sole discretion.

(b) An approved distribution guarantor shall mean an entity:

- (i)** which has maintained a permanent active entity with established offices and staff for the previous six (6) years, and has produced or financed the production of at least eight (8) Theatrical Motion Pictures or fifty-two (52) hours of television under this Agreement or its predecessors;
- (ii)** which has had a good track record for payment of the Guild Members, excluding minor infractions; and
- (iii)** which is up to date in its reporting obligations to the Guild Members and payments to the Guild Members.

(c) Should status as an approved production guarantor or approved distribution guarantor (provided that such approved distribution guarantor is a party to the Agreement) be denied, a timely request having been made, the Producer shall have recourse to the following appeal procedure:

- (i)** the District Council shall meet with the Producer within five (5) business days of denial of a request;
- (ii)** an appeal committee shall be formed which will consist of a representative of the District Council and a representative of the CMPA ;
- (iii)** should there be no consensus at this meeting, in the case of a production guarantor, the Producer shall post the cash bond or letter of credit required by the District Council as a gesture of good faith pending the outcome of presenting its case in front of the arbitrator as set out in article 10.00 of the Standard Agreement; and in the case of a distribution guarantor, the District Council shall be entitled to retain the security which it holds pending the outcome of the arbitration;
- (iv)** should the arbitrator rule in the Producer's favour, the District Council will immediately return the cash bond or letter of credit, with interest if applicable, and accept the alternative security payment agreed to by the arbitrator.

(d) A list of approved production guarantors and a list of approved distribution guarantors shall be updated on a regular basis and shall be available from the District Council

and CMPA offices.

14.12 Purchaser's Assumption Agreement

(a) If the Producer sells, assigns, or otherwise disposes of any Production produced under the Agreement or any rights thereto, to a party other than a distributor (in which case article 14.13 (a) will apply), the Producer shall not be relieved of any of its obligations for payments due under the Agreement, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (the Purchaser) assumes the obligations for such payments by a Purchaser's Assumption Agreement in the form contained in Schedule 14, and the District Council approves the assumption in writing. Such approval shall not be unreasonably withheld.

(b) Upon seeking the approval of the District Council to a sale, assignment or other disposition as provided for herein, the Producer shall provide to the District Council such information and material pertaining to the Purchaser as the District Council may reasonably require, including but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

14.13 Distributor's Assumption Agreement

(a) If the Producer, its successors and assigns, licenses, sells, disposes or otherwise conveys any distribution rights in a Production produced under the Agreement, the Producer shall use its best efforts to obtain a Distributor's Assumption Agreement. In respect of any outright valid sale or conveyance hereunder, (i.e. a disposition, the terms of which, do not include a requirement to report revenue to a Producer) a Distributor's Assumption Agreement is a condition precedent to said sale or conveyance. The said agreement shall be in the form attached as Schedule 13.

(b) Upon seeking the approval of the District Council to an assignment, licence, sale, disposition or conveyance of distribution rights, the Producer shall also provide to the District Council such information and material pertaining to the distributor, as the District Council may reasonably require, including but not limited to, the financial status, the individual principals and directors of the distributor, and the conditions of the agreement of purchase and sale.

(c) The Producer shall not be relieved of any of its obligations for payments due under the Agreement, unless the distributor to whom the distribution rights have been sold, assigned, or otherwise disposed of assumes the obligations for such payments by a Distributor's Assumption Agreement in the form contained in Schedule 13, and the District Council approves the assumption in writing. The District Council's approval shall not be unreasonably withheld.

15.00 LEAVES OF ABSENCE

15.01 Illness, Medical and District Council 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 suffers an injury or any illness after the engagement commences, which prevents the Guild Member from performing duties, the Producer shall pay the Guild Member's contracted compensation for the first day of injury or illness. The Producer retains the right to require a doctor's certificate provided that right is exercised in a manner that is correct, fair and reasonable.

(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. Injuries occurring during the course of engagement shall be reported in accordance with Provincial workers compensation requirements.

(d) The Producer shall at their discretion, make reasonable efforts to accommodate necessary absences occasioned by attendance at medical or dental examinations, and official District Council business.

15.02 Leaves of Absence

Subject to any District Council Schedule, any leave of absence must be mutually agreed between the Producer and the Guild Member and is subject to any applicable employment standards legislation.

16.00 HEALTH AND SAFETY

16.01 The Producer, the District Council and each Guild Member agree to abide by any respective obligations arising under the health and safety legislation and regulations in place in each jurisdiction in which the Guild Member's engagement is carried out.

16.02 Guild Member Prerogative

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

16.03 Health and Safety Representative

Guild Members shall elect a health and safety representative in accordance with applicable health and safety legislation.

16.04 Medical Attention and Hospitalization

The Producer shall provide and pay for transportation to the nearest physician or hospital facility for any Guild Member who requires medical attention during working hours or on Distant Location.

16.05 Reporting of Accidents, Medical Attention and Hospitalization

Where, pursuant to applicable legislation, the Producer is required to report an accident or an incident requiring medical attention or hospitalization of a Guild Member, the Producer will give the District Council a copy of the report.

16.06 Discussion of New Devices

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

17.00 TECHNOLOGICAL CHANGE

17.01 Producer's Right to Institute Technological Change

The District Council agrees that the Producer has the unrestricted right to make technological changes and that this right shall not be subject to grievance or arbitration or any other proceeding; however, the Producer's implementation of technological changes is subject to this article 17.00.

17.02 Notice

If the Producer proposes to make any technological change, it shall give written notice thereof to the District Council, which notice shall include without limitation specification of each classification which may be affected. Such notice shall be given as soon as possible but not less than thirty (30) days before the implementation of such change.

17.03 No Injustice

In carrying out technological changes, the Producer agrees to make all reasonable efforts to familiarize and train the engaged Guild Members with the new technology.

18.00 GENERAL PROVISIONS

18.01 Entire Agreement

Except for the provisions of applicable legislation and each Guild Member's Contract for Services, this Agreement is the entire agreement between the parties and takes precedence over all previous negotiations, agreements, or memoranda between the parties.

18.02 Release and Indemnification

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

- (a) This shall not apply in any instance in which such injury or damage is the result of or caused, in whole or in part, by the gross negligence or wilful misconduct of the Guild Member; and
- (b) The Guild Member shall co-operate fully in the defence of the claim or action, including, but not limited to, providing notice to the Producer within five (5) business days upon becoming aware of any claim or litigation, attending hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

18.03 Duration of Protection

The protection provided to the Guild Member by article 18.02 is also personal to the Guild Member and may be enforced by a Guild Member (including persons engaged through a Loan-out Corporation), and in the event of such Guild Member's death, the Guild Member's heirs and executors, in any appropriate court or statutory forum. The protection provided to the Guild Member in article 18.02 does not expire with the expiration of the Agreement for liability that was incurred in the course of performance of the Guild Member's duties performed within the scope of the Guild Member's engagement for the Producer.

18.04 Notice

- (a) All correspondence and notices between the parties arising out of this Agreement or incidental thereto shall be in writing and shall pass to and from the parties at the applicable addresses set out in this article 18.00. A copy of any correspondence between the Producer or its representative and any Guild Member pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the District Council office.
- (b) **Sending of Notice**
Notices required to be given or sent pursuant to this Agreement shall be sent by prepaid first class mail, delivered personally by courier, or sent by fax, or other means of near-instantaneous communication. Unless advised in writing of a change of address, any notice or the service of any legal proceeding on the Producer or the District Council at their addresses indicated on the Bargaining Authorization and Voluntary Recognition Agreement shall be good and valid and constitute personal service.
- (c) **Notice To Guild Member**
Any notice to be sent to a Guild Member by the Producer shall be sent to the Guild Member's address indicated on his Contract for Services or to the latest address which the Producer has on record.
- (d) **District Council and CMPA Contact Information**
CMPA
160 John Street, 5th Floor
Toronto, ON M5V 2E5
Toll Free: (800) 267-8208 (Canada only)
Tel: (416) 304-0280
Fax: (416) 304-0499

DGC Alberta District Council
2526 Battleford Ave. S.W.,
Suite 133 (Building B8, Currie Barracks)
Calgary, Alberta T3E 7J4

Tel: (403) 217-8672
 Fax: (403) 217-8678

DGC Atlantic Regional Council
 1657 Barrington Street, Suite 408
 Halifax, Nova Scotia B3J 2A1
 Tel: (902) 492-3424
 Toll-Free: 1-888-342-6151 (within Atlantic Provinces)
 Fax: (902) 492-2678

DGC Manitoba District Council
 202B - 275 Broadway
 Winnipeg, MB R3C 4M6
 Tel: (204) 940-4301
 Fax: (204) 942-2610

DGC Ontario
 15 Toronto Street
 9th Floor
 Toronto, Ontario M5C 2E3
 Tel: (416) 925-8200
 Fax: (416) 925-8400

DGC Saskatchewan District Council
 2440 Broad Street, Suite # W213 B
 Regina, Saskatchewan S4P 4A1
 Tel: (306) 757-8000
 Fax: (306) 757-8001

18.05 Legislation

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

18.06 Currency

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

18.07 Interest on Monies Owning

Except as provided otherwise in this Agreement, if upon completion of the Motion Picture, monies are owed to the District Council or a Guild Member by the Producer, then the Producer shall pay simple interest at the prime rate on all monies outstanding calculated from the date on which the monies became due and payable to the date of payment, and at the prime rate in effect on the date on which the monies became due and payable. If no due date is specified, interest shall be calculated from the date on which the principal photography was completed.

18.08 Contracts for Benefit of Producer

A Guild Member will not be required to enter into any contract or agreement with any third party on behalf of the Producer. Notwithstanding this prohibition, if a Guild Member does enter into any such contract or agreement, it is deemed to be entered into on behalf of and for the exclusive benefit of the Producer and not the Guild Member. The Producer is solely liable under such contract or agreement and the Guild Member has no liability thereunder.

18.09 Interpretation

- (a) The index and table of contents in this Agreement are inserted for convenience only and shall not be used as an aid to interpretation, while the headings and subheadings in this Agreement can be used as an aid to interpretation.
- (b) This Agreement shall be interpreted as a whole.
- (c) Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa, words denoting one gender shall include all genders and the word or phrase herein shall have the corresponding definition for the purposes of the Agreement.

18.10 Editorial Equipment

All editorial equipment, when used for the purpose of performing work functions covered by this Agreement, shall be operated by a Guild Member subject to this Agreement except:

- (a) for the purposes of training or instruction;
- (b) for the purposes of experimenting with new editorial equipment or processes;
- (c) as expressly provided otherwise by this Agreement; provided that no Guild Member loses any compensation as a result, unless expressly provided otherwise by this Agreement.

18.11 Lie Detectors

The Producer shall not require any Guild Member to undergo a polygraph or similar lie detector test.

18.12 Budget Calculations

(a) Broadcast Length

The calculation of the length of a Television Motion Picture is based on the total broadcast time.

(b) Calculation of Budget Tiers

The calculation of the budget range of each Motion Picture is based on the total Budget as defined in article 1.06.

- (c) In those circumstances where there are extraordinary expenditures incurred by Production in areas such as, but not limited to, rights acquisition, royalties, financing, legal, completion guarantee, main credit cast, CGI and/or other effects, the District Council will in good faith consider excluding such extraordinary cost(s) from the total Budget on a case by case basis.

19.00 LETTERS OF VARIANCE

- 19.01 (a)** The Producer and the District Council will continually monitor the effectiveness of this Agreement during its term in order to assure the work opportunities for the Guild Members and the competitive position of the Producer.
- (b)** The District Council will review a request from a Producer for any modifications in the terms and conditions of this Agreement intended to preserve work opportunities for Guild Members. The District Council shall make reasonable efforts to respond to a request for modification within three (3) business days of receipt of the request.
- (c)** The District Council is authorized to approve and implement such modifications as it deems necessary and in the best interests of the parties. Any such approved modifications to this Agreement shall be by letter of variance and may be for one Production, for a type of Production, for a specific area, or for a specific period of time.
- (d)** A copy of any letter of variance will be provided to the Producer and the CMPA.

20.00 SCHEDULES INCORPORATED

20.01 The CMPA, the District Councils and the Guild have entered into various letters of understanding which are specifically incorporated by reference herein as an integral part of this Agreement.

20.02 Attached to this Agreement and specifically incorporated by reference herein as an integral part of this Agreement are various terms and conditions set out in the following Schedules:

- Schedule 1 Directors
- Schedule 2 Alberta District Council
- Schedule 3 Atlantic Regional Council
- Schedule 4 Manitoba District Council
- Schedule 5 DGC Ontario
- Schedule 6 Saskatchewan District Council
- Schedule 7 7A Bargaining Authorization & Voluntary Recognition Agreement
7B Negotiating Protocol
- Schedule 8 Standard Form Contract for Services (No Loanout) (Loanout)
- Schedule 9 Budget Certification
- Schedule 10 Production Guarantee

- Schedule 11 Security Agreement & Standard Security Terms
- Schedule 12 Distribution Guarantee
- Schedule 13 Distributor's Assumption Agreement
- Schedule 14 Purchaser's Assumption Agreement
- Schedule 15 Alternate Guarantee
- Schedule 16 Documentaries

20.03 If there is a conflict between a term or condition in a Schedule or a letter of understanding and a term or condition in the core Agreement, then the term or condition in the Schedule or letter of understanding shall prevail.

21.00 TERM OF AGREEMENT

21.01 Term

The term of this Agreement shall be from June 7, 2010 to December 31, 2012.

21.02 Application of Agreement

This Agreement is effective from June 7, 2010 and applies to all Productions which open Production offices on or after that date.

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

**Directors Guild of Canada
Alberta District Council**

per _____
Chair

**Directors Guild of Canada
Atlantic Regional Council**

per _____
Chair

**Directors Guild of Canada
Manitoba District Council**

per _____
Chair

Directors Guild of Canada - Ontario

per _____
Chair

**Directors Guild of Canada
Saskatchewan District Council**

per _____
Chair

C O R E A G R E E M E N T
Letters of Understanding

NO. 1 - OTHER PRODUCTION DEFINITION

Other Production means any Motion Picture other than a Theatrical or Television Motion Picture or Documentary intended for initial exhibition on a non-broadcast platform such as a handheld portable device, the internet, etc.

Tier Structure — Other Production

[The parties agree to take the half-hour television series tiers and divide these by 24 to develop a per minute tier mode. For example, tier A which is currently nine hundred and ninety-seven thousand, five hundred and sixty-eight dollars (\$997,568) or more per half-hour would now be divided by 24 to create a forty-one thousand, five hundred and sixty-five dollars (\$41,565) per minute or more threshold at Tier A. The same exercise would be taken at Tiers B through F.]

For all categories, with the exception of the Director, the appropriate daily and/or weekly rate would be paid based on the tier level.

The Director rate would be determined by taking the half-hour television series rate and dividing that rate at each tier level by 24 to create a per minute rate for the Director.

There would be no specific reference to preparation time for the Director.

There is a Declared Use which equates to the definition of Other Production, in other words, for the payment of the Director's basic fee, the producer acquires rights to exploitation in all other non-broadcast media contemplated by the definition. If and when the Producer wishes to make Additional Use of the program then the Producer would be required to - **prior to exhibiting the program on an Additional Use platform** - pay the additional Use Fees in accordance with Article DR18.02.

Director rates at Tier E and below are negotiable.

Where duties are performed in a job classification set out in Article 11.00, the Producer is required to engage a Guild Member. To be clear, there is no minimum staffing in respect of Department Heads or others in the area of Other Production.

Where the initial exhibition of an Other Production is in excess of 60 minutes, then the standard terms and conditions applicable to Movies for Television shall apply.

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

**Directors Guild of Canada
Alberta District Council**

per _____
Chair

**Directors Guild of Canada
Atlantic Regional Council**

per _____
Chair

**Directors Guild of Canada
Manitoba District Council**

per _____
Chair

Directors Guild of Canada - Ontario

per _____
Chair

**Directors Guild of Canada
Saskatchewan District Council**

per _____
Chair

C O R E A G R E E M E N T

Letters of Understanding

NO. 2 - ARTICLE 7.04 – CONSIDERATION OF NON-GUILD PERSON FOR WORK

The parties agree that "supply" is a reference to all Guild Members.

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

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Alberta District Council**

per _____
Chair

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Atlantic Regional Council**

per _____
Chair

**Directors Guild of Canada
Manitoba District Council**

per _____
Chair

Directors Guild of Canada - Ontario

per _____
Chair

**Directors Guild of Canada
Saskatchewan District Council**

per _____
Chair

C O R E A G R E E M E N T

Letters of Understanding

NO. 3 - RE ARTICLE 7.05: ISSUANCE OF WORK PERMITS

The parties agree that if the Producer can demonstrate that the presence of a non-Guild Member is necessary to the requirements of a Motion Picture, then the District Council may issue a work permit to a non-Guild Member on the following basis.

In keeping with the past practice of each District Council, each permit request for a foreign worker will be considered carefully and in good faith and a permit will be granted when it is not unreasonable to do so.

In the event that a permit request is denied, the District Council shall immediately and in writing advise the CMPA and the Producer. At this time the Producer will be advised of the appeal process. The District Council shall consider the appeal, if any, on an expeditious basis.

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

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Alberta District Council**

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Atlantic Regional Council**

per _____
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Manitoba District Council**

per _____
Chair

Directors Guild of Canada - Ontario

per _____
Chair

**Directors Guild of Canada
Saskatchewan District Council**

per _____
Chair

C O R E A G R E E M E N T
L e t t e r s o f U n d e r s t a n d i n g

NO. 4 - CONTRACT FOR SERVICES

With respect to Article 12.00 of the Agreement, the parties agree as follows:

1. A Contract for Services includes both an oral contract and a written contract.
2. In the ordinary course, the Producer and a Guild Member will discuss terms and conditions verbally, will enter into an oral Contract for Services and will ultimately execute a written Contract for Services which reflects the terms of the oral agreement and the negotiations underlying same.
3. As soon as the Producer and the Guild Member have entered into an oral Contract for Services, that contract is deemed to incorporate all of the provisions of the Standard Agreement.
4. The oral Contract for Services is effective until replaced by the written Contract for Services or until it is terminated in accordance with the provisions of the Standard Agreement.
5. It is the intention of the parties and each Guild Member that a written Contract for Services be executed as quickly as possible after an oral Contract for Services is finalized, subject to the deadline in Article 12.01.
6. A letter of variance shall not apply retroactively to a Contract for Services so as to create a "clawback" situation or an obligation on the Guild Member to repay any monies already paid.

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

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Alberta District Council**

per _____
Chair

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Atlantic Regional Council**

per _____
Chair

**Directors Guild of Canada
Manitoba District Council**

per _____
Chair

Directors Guild of Canada - Ontario

per _____
Chair

**Directors Guild of Canada
Saskatchewan District Council**

per _____
Chair

C O R E A G R E E M E N T

Letters of Understanding

NO. 5 - UNFAIR DECLARATIONS (ARTICLE 8.02)

The parties agree that a District Council shall not issue an unfair declaration in circumstances where there is a legitimate dispute with respect to the interpretation or application of the Agreement, a grievance has been filed, and the Producer is abiding by the grievance and arbitration provision.

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

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Alberta District Council**

per _____
Chair

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Atlantic Regional Council**

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Chair

**Directors Guild of Canada
Manitoba District Council**

per _____
Chair

Directors Guild of Canada - Ontario

per _____
Chair

**Directors Guild of Canada
Saskatchewan District Council**

per _____
Chair

C O R E A G R E E M E N T
Letters of Understanding

NO. 6 - PRODUCTION GUARANTEE

Each District Council will continue to accept security in the form of a production guarantee (Schedule 10) from each Producer who was granted that right previously on the last Production undertaken by the Producer prior to the effective date of the Standard Agreement. The exception to this commitment may be a Producer whose good track record has been adversely affected by a "major infraction".

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

**Directors Guild of Canada
Alberta District Council**

per _____
Chair

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Atlantic Regional Council**

per _____
Chair

**Directors Guild of Canada
Manitoba District Council**

per _____
Chair

Directors Guild of Canada - Ontario

per _____
Chair

**Directors Guild of Canada
Saskatchewan District Council**

per _____
Chair

C O R E A G R E E M E N T
Letters of Understanding

NO. 7 - FAVOURED NATIONS

The CMPA shall not unreasonably withhold its consent to any variances granted by a District Council provided that the variance conforms with the structure of the Standard Agreement.

Without limiting the generality of the foregoing, unduly favorable treatment which is consistently granted by a District Council to an individual Producer or Producer's representative shall constitute grounds for the CMPA to invoke its rights.

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

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Alberta District Council**

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Manitoba District Council**

per _____
Chair

Directors Guild of Canada - Ontario

per _____
Chair

**Directors Guild of Canada
Saskatchewan District Council**

per _____
Chair

C O R E A G R E E M E N T

Letters of Understanding

NO. 8 DGC – CMPA TIERS REVIEW COMMITTEE

Each party confirms its good faith commitment to fully review all aspects of the tier structure in this Agreement with a view to studying relevant issues, including whether or not there are too many tiers, the appropriate range for each tier, and the consistent application of tiers across all jurisdictions under this Agreement. To this end, the DGC and CMPA will each appoint their representatives to a Tiers Review Committee on or before October 15, 2010.

The Committee will schedule, and if possible convene its first meeting before December 31, 2010.

Upon completion of its review, the Committee will prepare a report with recommendations on or before June 30, 2011 so as to allow the parties a reasonable opportunity to assess the report prior to the next round of bargaining.

Canadian Media Production Association

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

Directors Guild of Canada Alberta District Council

per _____
Chair

Directors Guild of Canada Atlantic Regional Council

per _____
Chair

Directors Guild of Canada Manitoba District Council

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Chair

Directors Guild of Canada - Ontario

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Chair

Directors Guild of Canada Saskatchewan District Council

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C O R E A G R E E M E N T
L e t t e r s o f U n d e r s t a n d i n g

NO. 9 - NO PYRAMIDING OF INCENTIVES

To the extent that a District Council offers two (2) or more incentives to promote work opportunities for Guild Members, there will be no pyramiding of such incentives. For greater clarity, unless the District Council agrees otherwise, a Producer will be entitled to access only one (1) incentive for each Production.

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Atlantic Regional Council**

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Manitoba District Council**

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Directors Guild of Canada - Ontario

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**Directors Guild of Canada
Saskatchewan District Council**

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C O R E A G R E E M E N T
Letters of Understanding

NO. 10 - DEFINITIONS

The CMPA and the District Councils have agreed to create a committee whose purpose is to ensure that the definitions in the next Standard Agreement will reflect the reality of our workplaces.

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Letters of Understanding

NO. 11 - MINIMUM FEES

The CMPA and the District Councils have made a commitment to continue to narrow the gap between Guild rates and the minimum wages paid to technicians

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Atlantic Regional Council**

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Manitoba District Council**

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Saskatchewan District Council**

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C O R E A G R E E M E N T

Letters of Understanding

NO. 12 - WORKFLOW ISSUES

The CMPA and the District Councils will establish a committee to address work-flow issues in all departments. It is the hope that the committee will make recommendations to future CMPA and District Councils' negotiation teams.

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President

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**Directors Guild of Canada
Saskatchewan District Council**

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C O R E A G R E E M E N T

I N D E X

Accounting Department	15	Contracted Rate - Definition	1
Definition	1	Co-Productions	4
First Assistant Production Accountant (General)	15	Credit Grievance	9
First Assistant Production Accountant (Payroll)	15	Currency	22
Post Production Accountant	16	Dailies - Definition	1
Production Accountant	15	Day - Definition	1
Second Assistant Accountant	15	Definitions	
Third Assistant Accountant (Clerk)	15	Accounting Department	1
Trainee Assistant Accountant	16	Anthology	1
Anthology - Definition	1	Anthology Series	1
Anthology Series - Definition	1	Art Department	1
Application Of This Agreement	3	Bargaining Authorization And Voluntary Recognition Agreement	1
Arbitration Procedure	8	Budget	1
Arbitrator Selection	8	Cable Television	1
Credit Grievance	9	Call	1
Interest Arbitration	9	Certified Budget	1
Powers Of Arbitrator	9	CMPA	1
Art Department	12	Collective Agreement	1
Art Department Coordinator	12	Compact Device	1
Art Director	12	Contract For Services	1
Definition	1	Contracted Rate	1
Production Designer	12	Dailies	1
Requirement	12	Day	1
Responsibilities	12	DGC or Directors Guild Of Canada	1
Second Assistant Art Director	12	Direct To Video	1
Third Assistant Art Director	12	Distant Location	1
Trainee Assistant Art Director (Art Department PA)	13	District Council	1
Bargaining Authority And Bargaining - Protection Of		Documentary	1
Assignment Of Duties	4	Editing Departments (Picture And Sound)	1
Bargaining Unit Work	4	Episode	1
Conflicting Agreements	4	Flat Deal	1
District Council Access To Studio Or Location	4	Free Television	1
No Contracting Out	4	Gross Remuneration	1
Notification Of Change Of Name Or Address	4	Guild Member	1
Bargaining Authorization And Voluntary Recognition Agreement - Definition	1	Loan-Out Corporation	2
Bargaining Unit Recognition Of	3	Mini-Series	2
Broadcast Length	22	Motion Picture	2
Budget - Definition	1	Movie For Television (MFT)	2
Budget Calculations	22	Nearby Location	2
Cable Television - Definition	1	Network Television	2
Calculation Of Budget Tiers	22	Non-Certified Budget	2
Call - Definition	1	Other Production	2
Certified Budget - Definition	1	Over-scale	2
Classifications		Pay Television	2
Directors(Bmr New2007.Bmp)Xcore1106	9	Permittee	2
General	9	Picture Post Production Period	2
Improper Classification	9	Pilot	2
Job Classifications And Descriptions	9	Producer	2
No Alteration Of Job Titles	9	Production	2
Promotion And Demotion	9	Production Department	2
Second Unit Director	10	Remittance	2
CMPA - Definition	1	Schedule	2
Collective Agreement - Definition	1	Second Unit	2
Compact Device - Definition	1	Serial Production	2
Compensation And Security For Payments		Series	2
Bond	19	Sound Post Production Period	2
Distribution Guarantee And Distributor's Assumption Agreement	19	Standard Agreement	2
Distributor's Assumption Agreement	20	Strip Program	2
Financial Difficulties And Payroll Failures	18	Syndicated Television	2
Letter Of Credit	19	Television Drama Special	2
Method Of Compensation Payment	18	Television Motion Picture	3
Pay Day	18	Theatrical	3
Payroll Period	18	Variety Series	3
Payroll Service	18	Variety Special	3
Producer's Obligations Upon Termination	18	Weekly Rate	3
Production Guarantee	19	DGC - Definition	1
Purchaser's Assumption Agreement	20	Direct To Video - Definition	1
Records	18	Directors Guild Of Canada - Definition	1
Requirement For Security	19	Discharge Procedure	17
Security Agreement	19	Discipline And Discharge Procedure For	17
Security For Payments Due After Production	19	Discipline Procedure For	17
Security For Payments Due During Production	19	Distant Location - Definition	1
Time-Keeping	18	Distribution Guarantors	20
Consultation		District Council - Definition	1
Budget Information	7	District Council And CMPA Contact Information	21
Consultation Committee	7	Documentary - Definition	1
Pre-Production Conference	7	Editing Departments (Picture And Sound) - Definition	1
Producer Information	7	Episode - Definition	1
Production Notice	7	Exclusive Bargaining Agents	3
Contact Information	21	Favoured Nations	3, 31
Contract For Services		Flat Deal - Definition	1
Application To Existing Contract For Services	16	Free Television - Definition	1
Authority	16	General Provisions	
Confidentiality Language	17	Contracts For Benefit Of Producer	22
Definition	1	Duration Of Protection	21
Extension, Renewal Or Option	17	Editorial Equipment	22
Finish Date	17	Entire Agreement	21
Grievance and Arbitration	16	Legislation	22
Loan-Out Corporation	17	Grievance And Arbitration	
No Contract For Services To Contravene The Standard Agreement	16	Grievance Defined	8
No Deferment Of Minimum Compensation	16	Grievance Procedure	7
No Less Favourable Than The Standard Agreement	16	Informal Dispute Resolution	8
Original Copies And Form Of Contract For Services	16	Initiating Grievance Procedure	8
Provisions Subject To Grievance And Arbitration	16	Gross Remuneration - Definition	1
Requirement	16	Guild Member - Definition	1
Start Date	16	Health and Safety	
Terms Of Standard Agreement Are Minimums	16	Discussion Of New Devices	21
Type Of Engagement	16	Guild Member Prerogative	21

C O R E A G R E E M E N T

I N D E X

Health And Safety Representative.....	21	Picture Editing Department.....	13
Jurisdictional Legislation and Regulations.....	21	Assistant Picture Editor (APE).....	13
Medical Attention And Hospitalization.....	21	First Assistant Picture Editor.....	13
Reporting Of Accidents, Medical Attention And Hospitalization.....	21	Picture Editor.....	13
Hiring.....		Post Production Assistant (Post PA).....	14
Alternate Arrangements.....	6	Post Production Coordinator (PPC).....	14
Availability Lists.....	6	Post Production Supervisor (PPS).....	14
Combined Engagement.....	6	Supervising Picture Editor.....	13
Consideration Of Non-Guild Person For Work.....	6	Picture Post Production Period - Definition.....	2
Displacement Or Work Permit Fee.....	6	Pilot - Definition.....	2
Guild Member Works Only With Guild Members Or Authorized Permittees.....	6	Producer - Definition.....	2
Hiring Rules.....	6	Production - Definition.....	2
Issuance Of Work Permits.....	6	Production Department.....	10
No Requirement To Furnish Services Or Equipment.....	6	Assistant Location Manager (ALM).....	11
Non-Member Equalization Payments.....	7	Assistant Production Coordinator (APC).....	12
Permittees Must Observe DGC Constitution.....	6	Assistant Production Manager (APM).....	10
Safety Equipment.....	6	Definition.....	2
Termination Of Engagement For Failure To Remit Displacement Or Work Permit Fee.....	6	First Assistant Director (1st AD).....	10
Work Permits.....	6	Location Manager (LM).....	11
Illness, Medical and District Council Leave.....	20	Location Production Assistant (Location PA).....	11
Indemnification.....	21	Location Support Personnel (LSP).....	11
Interest On Monies Owing.....	22	Office Production Assistant (Office PA).....	12
Interpretation.....	22	On-Set Production Assistant (On-Set PA).....	12
Interpretation Of Agreement.....	3	Production Assistants (On Set/Location).....	12
Joint Administration.....	3	Production Coordinator (PC).....	11
Leaves Of Absence.....	21	Production Manager.....	10
Legislation.....		Second Assistant Director (2nd Second AD).....	10
Governing Law.....	4	Technical Coordinator.....	11
Harassment.....	5	Third Assistant Director (3rd AD).....	11
No Producer Discrimination.....	4	Trainee Assistant Director (TAD).....	11
Prejudice.....	5	Trainee Location Manager (TLM).....	11
Producer's Obligations.....	4	Trainee Production Coordinator (Production Secretary).....	12
Severability And Replacement Of Invalid Provisions.....	5	Unit Manager (UM).....	10
Sexual Harassment.....	5	Production Guarantors.....	20
Length Of Broadcast.....	22	Recognition Of Bargaining Unit.....	3
Letters Of Understanding.....	23	Recognition Territorial Jurisdiction Purpose and Scope Negotiation and Administration of this Agreement.....	
Letters of Understanding - core.....		Interpretation Of Agreement.....	3
No 11 - MINIMUM FEES.....	35	Joint Administration.....	3
No. 1 - Other Production Definition.....	25	Purpose.....	3
No. 10 - DEFINITIONS.....	34	Terms.....	3
No. 12 - WORKFLOW ISSUES.....	36	Release And Indemnification.....	21
No. 2 - Article 7.04 - Consideration of Non-Guild Person for Work.....	26	Remittance - Definition.....	2
No. 3 - Re Article 7.05 Issuance Of Work Permits.....	27	Resolution Of Jurisdictional Disputes.....	4
No. 4 - Contract for Services.....	28	Safety and Health.....	21
No. 5 - Unfair Declarations.....	29	Schedule - Definition.....	2
No. 6 - Production Guarantee.....	30	Schedules Incorporated.....	23
No. 7 - Favoured Nations.....	31	Schedules, List of Other.....	23
No. 8 - DGC - CMPA TIERS REVIEW COMMITTEE.....	32	Scope Of Agreement.....	3
No. 9 - NO PYRAMIDING OF INCENTIVES.....	33	Second Unit - Definition.....	2
Letters Of Variance.....	22	Security - District Council.....	
Lie Detectors.....	22	Assignment Of Compensation.....	5
Loan-Out Corporation.....	17	Good Standing.....	5
Loan-Out Corporation - Definition.....	2	Guild Member In Default.....	5
Mini-Series - Definition.....	2	Sending Of Notice.....	21
Motion Picture - Definition.....	2	Serial Production - Definition.....	2
Movie For Television (MFT) - Definition.....	2	Series - Definition.....	2
Nearby Location - Definition.....	2	Sound Editing Department.....	14
Network Television - Definition.....	2	Dialogue Editor.....	15
Non-Certified Budget - Definition.....	2	Effects Editor.....	15
Non-Member Equalization Payments.....	7	First Assistant Sound Editor.....	14
Notice.....	21	Foley Editor.....	15
to Guild Member.....	21	Music Editor.....	15
Notice Of Lay-Off Or Replacement Force Majeure Recall and Discharge.....		Post-Synch Dialogue Editor.....	15
Discharge.....	17	Second Assistant Sound Editor.....	14
Force Majeure.....	17	Sound Editor.....	14
Procedure For Discipline And Discharge.....	17	Supervising Sound Editor.....	14
Recall For Services.....	17	Trainee Assistant Sound Editor (Tase).....	15
Other Production - Definition.....	2	Sound Post Production Period - Definition.....	2
Over-scale - Definition.....	2	Standard Agreement - Definition.....	2
Parties To This Agreement.....	3	Strikes And Lockouts.....	
Pay or Play.....	18	No Discipline Or Discharge Or Termination Of A Contract For Services.....	7
Pay Television - Definition.....	2	No Strikes Or Lockouts During Term Of Agreement.....	7
Payment Of Compensation And Security For Payments.....		Unfair Declaration.....	7
Bond.....	19	Strip Program - Definition.....	2
Distribution Guarantee And Distributor's Assumption Agreement.....	19	Syndicated Television - Definition.....	2
Distributor's Assumption Agreement.....	20	Technological Change.....	
Financial Difficulties And Payroll Failures.....	18	No Injustice.....	21
Letter Of Credit.....	19	Notice.....	21
Method Of Compensation Payment.....	18	Producer's Right To Institute Technological Change.....	21
Pay Day.....	18	Television Drama Special - Definition.....	2
Payroll Period.....	18	Television Motion Picture - Definition.....	3
Payroll Service.....	18	Term Of Agreement.....	
Producer's Obligations Upon Termination.....	18	Application Of Agreement.....	23
Production Guarantee.....	19	Term.....	23
Purchaser's Assumption Agreement.....	20	Termination.....	18
Records.....	18	Territorial Jurisdiction And Application Of This Agreement.....	3
Requirement For Security.....	19	Theatrical - Definition.....	3
Security Agreement.....	19	Tiers Calculation of.....	22
Security For Payments Due After Production.....	19	Variety Series - Definition.....	3
Security For Payments Due During Production.....	19	Variety Special - Definition.....	3
Time-Keeping.....	18	Voluntary Recognition.....	3
Permittee - Definition.....	2	Weekly Rate - Definition.....	3