

# DGC/CMPA Standard Agreement

2019–2021

## Core Agreement

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## 1.00 DEFINITIONS

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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 provided in writing in Schedule 9 by the completion guarantor or Producer.

### 1.10 CMPA

CMPA means the Canadian Media Producers Association or its successors.

### 1.11 Collective Agreement

See Standard Agreement.

### 1.12 Compact Device

Compact Device means the distribution of a Production by manufacturing and selling or renting copies of a Production on DVD, tape, disc, cassette, CD-ROM or any other similar physical format 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 Derivative Production

A Derivative Production means a New Media Production, including without limitation a webisode, directly associated with, but separate and distinct from, a Theatrical, Television Motion Picture or Documentary Production, intended for initial exhibition on a new media platform for the purposes of promoting the associated Production, with no independent commercial exploitation. For clarity, a Derivative Production does not include a spin-off.

- 1.18 Direct to Video**  
Direct to Video means a Motion Picture intended primarily for release on Compact Devices.
- 1.19 DGC or Directors Guild of Canada**  
DGC, Directors Guild of Canada or the Guild is a national labour organization.
- 1.20 Distant Location**  
Distant Location is any location where a Guild Member is required to remain away and be lodged overnight. The Day of departure and the Day of return shall be deemed to be Distant Location Days.
- 1.21 District Council**  
District Council means the relevant District Council of the DGC, namely Alberta, Saskatchewan, Manitoba, Ontario or Atlantic Regional Council.
- 1.22 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.
- 1.23 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.
- 1.24 Episode**  
Episode means a Television Motion Picture, complete in itself, but forming part of the Series.
- 1.25 Flat Deal**  
A Flat Deal is a contractual agreement between the Producer and a Guild Member wherein the over-scale portion of the negotiated rate may be credited or offset against the overtime premium(s) incurred in the course of one (1) work week, as provided for in each District Council Schedule.
- 1.26 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.
- 1.27 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.
- 1.28 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.
- 1.29 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 member of the DGC, or an individual who has been granted a permit by the DGC, 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.
- 1.30 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.
- 1.31 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.
- 1.32 Motion Picture**  
Motion Picture means a Production.
- 1.33 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.
- 1.34 Network Television**  
Network Television means any Canadian network so recognized by the CRTC and any American network so recognized by the FCC.
- 1.35 New Media Production**  
A New Media Production means any Production intended for initial exhibition on the internet or any similar new media platform now or hereafter known, regardless of the device through which the content is delivered.
- 1.36 Other Production**  
Other Production means any Motion Picture other than a Theatrical, Television Motion Picture, Documentary or New Media Production as defined in Core Article 1.00 of this Agreement, including but not limited to not-for-broadcast presentation pilots, short films, etc.

**1.37 Overscale**

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

**1.38 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 a 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.

**1.39 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.

**1.40 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.

**1.41 Pilot**

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

**1.42 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.

**1.43 Production**

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

**1.44 Production Department**

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

**1.45 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.

**1.46 Schedule**

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

**1.47 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.

**1.48 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.

**1.49 Series**

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

**1.50 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.

**1.51 Standard Agreement**

Standard Agreement and Agreement are deemed to include this 2019-2021 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.

**1.52 Strip Program**

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

**1.53 Syndicated Television**

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

**1.54 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.

### **1.55 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.

### **1.56 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.

### **1.57 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.

### **1.58 Variety Special**

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

### **1.59 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 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. If a Guild Member's engagement is initiated in the second jurisdiction, the Producer will become signatory to that Council's Agreement and local terms and conditions will prevail.
- (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 coproduction 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**

In keeping with applicable legislation, the Producer will provide Guild Members with any published policies concerning workplace violence and 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, it must be reported to either 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 and that any requisite investigation has been conducted prior to making the decision to terminate a Guild Member's engagement. The parties endorse the use of progressive discipline, as described in Core Article 13.04, as an alternative to termination when unwelcome behaviour can be modified to the benefit of all individuals involved and the work culture at large.
- (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**

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**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. The Producer will also provide one copy of the long form start package to the District Council.

### **6.00 DISTRICT COUNCIL SECURITY**

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#### **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 ENGAGEMENT**

### **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 Engagement 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 Work Permit Application Process**

If the Producer can demonstrate that the presence of a non-Guild 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 submits an executed BAVRA (Schedule 7A), 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 Employment and Social Development Canada (ESDC). 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 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.
- (b) 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 a 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 is paying into an alternate plan, no non-Member equalization payment(s) shall be required to be paid under Core Article 7.11.

### 7.14 Proof of Residency and Health and Safety Training

On or before the first day worked on a Production, Guild Members must provide Canadian and Provincial residency information sufficient to ensure that the production company is eligible to receive the federal and provincial incentives, including tax credits and grants. Such information shall be held in compliance with all applicable privacy legislation and shall be kept confidential, except to the extent necessary to obtain applicable federal and provincial incentives.

The Producer shall provide the District Council with its particular residency documentation requirements, and shall notify the District Council in the event of any changes to those requirements.

At the commencement of production, the Producer will notify Guild Members of its particular residency documentation requirements.

The residency documentation required by the Producer may include, but is not limited to, the following:

- (a) A declaration of residency, including Canadian citizenship or permanent residence status;
- (b) A Canadian Provincial Driver's License or Canadian Provincial Identification Document or Card;
- (c) CAVCO Personnel Identification; and
- (d) One or more of the following documents:
  - i. Notice of Assessment;
  - ii. Mortgage, rental or lease agreement with rent receipts;
  - iii. Utility bills;
  - iv. Property tax notice;
  - v. Motor vehicle registration;
  - vi. Insurance policy covering a Canadian residence.

Guild Members employed through a Loan-Out Corporation may also be asked to provide to the Producer the Loan-Out Corporation's most recent Notice of Assessment and the most recent Schedule 50 indicating whether the Loan-Out Corporation has single or multiple shareholders. Newly-formed Loan-Out Corporations that have not yet filed tax returns may be asked to provide a Shareholder Register.

The Producer may require any additional or alternative documents approved or required by any relevant taxing authority to determine tax credit eligibility without any need for further negotiation.

Should the Producer inform a Guild Member and the applicable District Council that the Guild Member has failed to furnish appropriate residency documentation consistent with the requirements of this Article 7.14, the Guild Member shall have two (2) business days within which to provide the required documentation to the Producer. Should the Guild Member fail to do so within that time period, the Producer may terminate that Guild Member for just cause.

A Guild Member engaged in Ontario shall also, on or before the Guild Member's first day worked, supply to the Producer proof that the Guild Member has successfully completed the Ontario Ministry of Labour's Health and Safety Awareness Training for workers and/or supervisors, as applicable.

## **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**

- (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 the issuance of an unfair declaration, and the notice will include a copy of the proposed unfair declaration.
- (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) If the Producer or the CMPA receives notice of an unfair declaration, then the Producer or the CMPA can only refer a dispute regarding the unfair declaration within 5 Days of receipt of the notice to an arbitrator appointed pursuant to the arbitration procedure provisions of Article 10.00, who must determine the matter in accordance with this Standard Agreement and any applicable Contract for Services within twenty (20) Days of the reference to arbitration.

Without limiting the scope of the arbitrator's decision-making authority pursuant to this Standard Agreement, the arbitrator shall have the jurisdiction in respect of any unfair declaration Grievance to determine any of the following:

- i. Whether any individual(s) named in the unfair declaration is a Producer for the purposes of the Standard Agreement;
- ii. Whether a legitimate dispute relating to a failure to pay exists such that the unfair declaration ought to be deferred unless or until such time that the dispute is resolved; and
- iii. The appropriate remedy, which may include without limitation a direction with respect to amendment of the unfair declaration before it is issued.

If a grievance is filed, then the unfair declaration will not be issued unless the arbitrator so awards.

- (e) The unfair Producer declaration shall be revoked by the District Council once all matters referenced above have been resolved as between the parties.
- (f) 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.

### **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 pre-production, production and post-production dates and any associated calendars, if available;
- (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 the top sheet of the Budget and the Budget certification, in the form attached in Schedule 9, 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 Meeting Schedule**

- (a) The consultation committee shall be established and shall meet three (3) times a year, and subject to availability, on the third Tuesday of February, June and November during the term of this Agreement to discuss on a good faith basis 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.
- (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.
- (d) As per Article 8.02 (d) selection of an arbitrator shall be subject to those named in the relevant District Council Schedule.

#### 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 subject to Article 8.02 (d).

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) 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. 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 JOB 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 for a period of three (3) or more consecutive hours, 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 hired on a daily basis receive less than the daily rate nor will the Guild Member hired on a weekly basis receive less than the prorated weekly rate for the higher classification for each day in which the Guild Member performs the duties of the higher classification for a minimum of three (3) hours. For clarity, a Guild Member will revert to their regular job classification the day following any upgrade unless notified to the contrary by the Producer or the Producer's duly authorized representative.
- (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.

**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 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 expediter 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, and functions as the administrative Head of the AD Department.
- (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;
  - 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)**

- (a) The Trainee Assistant Director is engaged by the Producer in consultation with the First Assistant Director.
- (b) The duties of the TAD shall be performed under the coordination, direction or supervision of the First Assistant Director or his or her designate.
- (c) 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.
- (c) An ALM may also be engaged and/or credited as a Location Scout.

### **11.18 Trainee Location Manager (TLM)**

- (a) The Trainee Location Manager (TLM) is engaged by the Producer in consultation with the Location Manager.
- (b) The duties of the TLM shall be performed under the coordination, direction or supervision of the Location Manager or his or her designate.

### **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 assisting in the monitoring of Production equipment. For clarity, the primary function of an LSP is not to guard or patrol for the purpose of protecting persons or property.

### **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 pickup 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 (TPC)

- (a) The Trainee Production Coordinator is engaged by the Producer in consultation with the Production Coordinator.
- (b) The duties of the TPC shall be performed under the coordination, direction or supervision of the Production Coordinator and the Assistant Production Coordinator.
- (c) Under no circumstances may a Trainee work without the supervision of a Production Coordinator.

### 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

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### 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 dressing, 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/Motion Graphic Designer (1AR)

- (a) The First Assistant Art Director/Set Designer/Graphic Designer/Motion 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.
- (b) The First Assistant Art Director/Set Designer/Graphic Designer/Motion 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/Motion Graphic Designer is in charge of the "drawing" functions of the Art Department and is an experienced designer and/or technical artist who is familiar with Art Department budgeting and workflow. The 1AR is

responsible for the conceptualization and creation of original on-screen featured elements during production.

- (c) For greater clarity, a First Assistant Art Director/Set Designer/Graphic Designer/Motion Graphic Designer shall be able to: design and create drawings or files in any format for original sets and/or graphic elements; draw up modifications of existing locations to make a set; and, work unsupervised in consultation with the Art Director and/or Production Designer.
- (d) The First Assistant Art Director/Set Designer/Graphic Designer/Motion Graphic Designer may be referred to and/or credited as the First Assistant Art Director, Set Designer, Graphic Designer, or Motion Graphic 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 1AR.
- (b) A Second Assistant Art Director may be assigned duties which include drafting, drawing floor-plans, measuring, surveying, photographing locations, assembling visual research materials, model making and graphic design. The 2AR may create original artwork under the supervision of the 1AR.
- (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/Motion 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/Graphic Designer or by the Second Assistant Art Director.

#### **11.30 Art Department Coordinator (ADC)**

- (a) The Art Department Coordinator is engaged by the Producer in consultation with the head of the Art Department.
- (b) 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 First Assistant Art Director/Set Designer/Graphic Designer/Motion Graphics Designer in administrative 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)\***

- (a) 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.
- (b) The Trainee Assistant Art Director assists in completing tasks without carrying the responsibility for a finished product.
- (c) 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, assist in the distribution of drawings, assist with general research and assist more senior members of the Art Department in performing minor graphics or minor drafting duties while receiving supervised training.

**\* Note DGC Ontario uses TAAD, not ADA**

### **PICTURE EDITING DEPARTMENT**

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#### **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. This position is available at the discretion of the Producer, and only when more than one Picture Editor is engaged.
- (b) The SPE is the head of the picture post department and is responsible for structuring both the picture editorial schedule and budget in consultation with the Producer or its designate.
- (c) In consultation with the Producer and the Director, the SPE shall screen and give notes on all editing on the Motion Picture.
- (d) In addition to supervisory duties, the SPE may perform work as one of the Picture Editors engaged.
- (e) The SPE shall consult and collaborate with the head of the Sound Editing Department through to the delivery of the final product.

#### **11.33 Picture Editor (PE)**

- (a) The Picture Editor is engaged by the Producer, to be responsible for all elements of picture post production (where there is no SPE engaged).
- (b) The PE is the head of the picture post department in the absence of an SPE.
- (c) The PE shall be consulted on the following aspects of post production: budget, post production schedule, staffing and editing infrastructure.



- (d) With assistance from the 1PE, the PE shall liaise with the camera department, script supervisor, location sound recordist, visual effects department, labs and transfer houses and the post audio department.
- (e) The PE shall be present at test screenings to ensure a proper technical presentation is achieved and to gauge the audience response.
- (f) In the absence of an SPE, the PE, if available, shall participate and consult with the Director and the Sound Editing Department in the Sound Post Production process. This may include dialogue evaluation, ADR, music spotting and recording, and the final sound mix.
- (g) The PE shall approve the final print master or video to ensure the Motion Picture has been correctly conformed, and/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, transfer and visual fx houses;
  - ii. Provide the PE with dailies in a technically correct and organized format. Motion Pictures requiring dailies to be transcoded by the Editing Department may engage either a 1PE or APE to perform that function along with their other duties;
  - iii. Rough assembly of scenes as the schedule permits;
  - iv. Source temp sound effects and temp music;
  - v. Organize the production of outputs as required;
  - vi. Provide EDLs for picture and sound post production and create final outputs as required; and
  - vii. Coordinate all paperwork and supervise APEs and Trainees.

#### **11.35 Assistant Picture Editor (APE)**

- (a) The Assistant Picture Editor will assist the 1PE(s) while learning the craft of 1PE.
- (b) 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 Trainee Assistant Picture Editor (TAPE)**

- (a) A Trainee Assistant Picture Editor is engaged by the Producer in consultation with the head of the Picture Editing Department to be trained as an Assistant Picture Editor.
- (b) The duties of a Trainee Assistant Picture Editor shall be performed under the coordination, direction or supervision of the First Assistant Picture Editor.

#### **11.37 Post Production Assistant (Post PA)**

The Post PA assists with paperwork, shipping, filing, running errands and providing general help in the editing department.

#### **11.38 Post Production Supervisor (PPS)**

The Post Production Supervisor (PPS) budgets, schedules, and supervises the entire post production process on a Motion Picture, as required, in consultation with the Producer and department heads.

#### **11.39 Post Production Coordinator (PPC)**

The Post Production Co-ordinator assists in co-ordinating the day-to-day post production process on a Motion Picture.

### **SOUND EDITING DEPARTMENT**

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#### **11.40 Supervising Sound Editor (SSE)**

- (a) The Supervising Sound Editor is engaged by the Producer and shall act as the department head for Sound Editing, responsible for overseeing the post-production audio of the production from the commencement of the sound edit to the completion of the mix. This position is available at the discretion of the Producer, and only when more than one Sound Editor is engaged. This position may also be credited as Sound Designer.
- (b) A Supervising Sound Editor may perform any of the work functions of a Sound Editor including, without limitation, those of a Dialogue Editor, ADR Editor, Sound 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.
- (c) The SSE may be responsible for creating both the sound editorial schedule and budget in consultation with the Producer or its designate.
- (d) The SSE coordinates and oversees the sound editorial staff on a Motion Picture.

#### **11.41 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, ADR Editor, Sound 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, ADR Editor, Sound 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.

#### **11.42 Dialogue Editor**

- (a) The Dialogue Editor edits and prepares all the dialogue in a Motion Picture for the mix, and is also responsible for evaluating the technical quality of original sound recordings.
- (b) The Dialogue Editor will identify necessary ADR, as well as the Loop Group requirements, in consultation with the Supervising Sound Editor (if applicable), the Director and/or the Producers.

#### **11.43 ADR Editor (or Looping or Dubbing Editor)**

- (a) The ADR Editor works in conjunction with the Dialogue Editor, but these positions may also be combined.
- (b) The ADR Editor scripts, shoots, assembles and synchronizes the re-recorded dialogue and Loop Group for a Motion Picture.

#### **11.44 Sound Effects Editor**

A Sound Effects Editor is responsible for the selection, creation, sourcing and synchronization of sound effects for the purpose of re-recording for a Motion Picture.

#### **11.45 Foley Editor**

The Foley Editor is responsible for synchronizing and editing all recorded foley elements in a Motion Picture.

#### **11.46 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.

#### **11.47 First Assistant Sound Editor (1SE)**

- (a) The 1SE re-links and conforms the dialogue, music, sound effects, and/or foley tracks, as well as synchronizing dialogue and ADR.
- (b) 1SE acts as an aid to the Sound Editor(s) in organizing and collecting the video and audio elements needed to edit.
- (c) Upon completion of the picture edit, the 1SE oversees the administration of the transition to the sound edit.
- (d) Throughout the process, the 1SE keeps the information flowing through the editing department organized and easily accessible.

#### **11.48 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.

#### **11.49 Trainee Assistant Sound Editor (TASE)**

- (a) The TASE assists the Assistant Editors.
- (b) The TASE is a training role, as the name indicates, and is filled by a DGC Member or Apprentice Member.
- (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 Post Production Assistant.

## **ACCOUNTING DEPARTMENT**

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### **11.50 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.

### **11.51 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.

### **11.52 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.

### **11.53 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.

### **11.54 Third Assistant Accountant**

- (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 Assistant 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.

### **11.55 Trainee Assistant Accountant (AT)\***

- (a) The Trainee Assistant Accountant is engaged by the Producer in consultation with the Production Accountant.
- (b) The duties of the AT shall be performed under the coordination, direction or supervision of the Production Accountant or his or her designate. 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.

*\* DGC Ontario uses TAA, not AT*

### **11.56 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, or specific 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.
- (c) The Producer and the Director must execute the Director's Contract for Services not later than the first Day of principal photography, or seven (7) Days after the commencement of the Director's engagement, whichever comes first.
- (d) The Producer must specify in the Director's Contract for Services the media uses of the Motion Picture for which the Rights Acquisition Fee is being provided.

### **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 only one (1) of the following guaranteed periods: daily, weekly, or specific 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. Additionally, a copy of each Director's Contract for Services shall be forwarded to the CMPA as soon as possible after execution.
- (c) Copies of contracts provided to the Guild and the CMPA are to be strictly confidential between the Producer, the Guild Member, the Guild and the CMPA. The information contained in these contracts is not to be released by the officers of the Guild or the CMPA to any other persons.

#### **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 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 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**

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#### **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 neither 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 Investigation, Discipline and Discharge**

Upon request of a Guild Member, the Producer shall allow a DGC representative to be present, in person or via available means of communication, at any investigatory meeting between a Guild Member and a representative of the Producer that may lead to the discipline of the Guild Member. The DGC representative shall not obstruct the investigatory process or the timing thereof.

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 inactions 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 1.27 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 four (4) business 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 13.07 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 ten (10) minute 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**

- (a) 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.

- (b) In the event of late payment by the Producer, a penalty of two percent (2%) per month of the gross wages shall be paid to the Guild Member and such penalty shall be added to the next week's wages, or if none, by separate payment. In the case of a missing cheque, the penalty will commence forty-eight (48) hours after the Producer has been notified of the missing cheque.

#### **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 four (4) 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 five (5) business days of the end of the preceding work week, the District Council may claim upon written notice to the Producer 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 an amount to cover two (2) weeks Gross Remuneration of all remaining Guild Members plus fringes from 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 14.10 (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) business 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 less 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 Alternative Guarantee (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 all of 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 (Schedule 15).

#### 14.11 Approved Guarantors

- (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 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, or provide the Guild Member with the Guild Member's minimum entitlement to paid time off for injury or illness prescribed by applicable employment standards legislation, if greater. 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.

### **15.03 Bereavement Leave**

In the event of the death of a parent, grandparent, grandchild, sibling, spouse, child or stepchild of an eligible Guild Member, such Guild Member shall be allowed up to the greater of (i) the minimum period required pursuant to applicable employment standards legislation; or (ii) three days off and his/her job shall be available upon return from bereavement leave.

## **16.00 HEALTH AND SAFETY**

### **16.01 Safety**

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. Without limiting the foregoing, the Producer shall provide information, instruction and supervision to all Guild Members engaged on the Production and shall take every precaution reasonable in the circumstances for the protection of such Guild Members.

### **16.02 Guild Member Prerogative**

- (a) 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.
- (b) A Guild Member may refuse to work more than eighteen (18) consecutive hours without penalty and such refusal shall not constitute a breach of this agreement or the Guild Member's Contract for Services.

### **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 First Aid Responder**

No Guild Member shall be required to serve as the primary first aid responder on a Production.

## **16.07 Working Conditions**

- (a) Washroom and toilet facilities shall be provided by the Producer at all workplaces and shall be maintained on a standard at least equal to the standards required by any applicable legislation or regulation.
- (b) The Producer shall exercise best efforts to provide a clean, healthy, climate-controlled work environment in the production office and studio, with furnishings appropriate to the Guild Member's assigned duties.

## **17.00 TECHNOLOGICAL CHANGE**

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### **17.01 Producer's Right to Institute Technological Change**

- (a) 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.
- (b) 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.

### **17.02 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**

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### **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**

1 Toronto St., Suite 702  
Toronto, ON M5C 2V6  
Toll Free: (800) 267-8208 (Canada only)  
Tel: (416) 304-0280  
Fax: (416) 304-0499

**DGC Alberta District Council**

#812-7015 Macleod Trail SW  
Calgary, Alberta T2H 2K6  
Tel: (403) 217-8672  
Fax: (403) 217-8678

**DGC Atlantic Regional Council**

1496 Lower Water Street, Suite #501b  
Halifax, Nova Scotia B3J 1R9  
Tel: (902) 492-3424  
Toll-Free: 1-888-342-6151 (within Atlantic Provinces)  
Fax: (902) 492-2678

**DGC Manitoba District Council**

300-245 McDermot Ave  
Winnipeg, MB R3B 0S6  
Tel: (204) 940-4301  
Fax: (204) 942-2610

**DGC Ontario**

111 Peter Street, Suite 600  
Toronto, Ontario M5V 2H1  
Tel: (416) 925-8200  
Fax: (416) 925-8400

**DGC Saskatchewan District Council**

c/o DGC National Office  
111 Peter Street, Suite 600  
Toronto, Ontario M5V 2H1  
Tel: (416) 925-820  
Fax: (416) 925-8400

#### 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.

This provision shall not apply in the following circumstances:

- (a) where the Producer has filed with the applicable District Council a bona fide dispute relating to the fees payable and unless or until the dispute has been resolved in favour of the District Council, in which case the interest is payable from the original due date; or
- (b) where normal methods of payment are interrupted (e.g. computer server malfunctions, mail strikes, power outages, etc.) and for the duration of the interruption.

#### **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 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**

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- 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**

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- 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 (Individual and 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**

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### **21.01 Term**

The term of this Agreement shall be from January 1, 2019 to December 31, 2021.

### **21.02 Application of Agreement**

This Agreement is effective from January 1, 2019 and applies to all Productions that commence principal photography on or after that date.

Canadian Media  
Producers Association

per \_\_\_\_\_  
Vice-President, National Industrial Relations and  
Senior Counsel

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



# Letters of Understanding **Core Agreement**

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## NO. 1 NEW MEDIA PRODUCTION

### Tier Structure

With the exception of the Director, 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 in 2019 is one million, one hundred and fifty-seven thousand, one hundred and twenty-six dollars (\$1,157,126) or more per half-hour would now be divided by 24 to create a forty-eight thousand, two hundred and fourteen dollars (\$48,214) 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.

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 New Media Production.

Where the initial exhibition of a New media Production is in excess of 60 minutes, then the standard terms and conditions applicable to Movies For Television shall apply.

Canadian Media  
Producers Association

per \_\_\_\_\_  
Vice-President, National Industrial Relations and  
Senior Counsel

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

# Letters of Understanding **Core Agreement**

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## 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  
Producers Association

per \_\_\_\_\_  
Vice-President, National Industrial Relations and  
Senior Counsel

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

# Letters of Understanding **Core Agreement**

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## NO. 3 RE ARTICLE 7.05 – WORK PERMIT APPLICATION PROCESS

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  
Producers Association

per \_\_\_\_\_  
Vice-President, National Industrial Relations and  
Senior Counsel

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

# Letters of Understanding **Core Agreement**

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## 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(c).
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  
Producers Association

per \_\_\_\_\_  
Vice-President, National Industrial Relations and  
Senior Counsel

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

# Letters of Understanding **Core Agreement**

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## NO. 5 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  
Producers Association

per \_\_\_\_\_  
Vice-President, National Industrial Relations and  
Senior Counsel

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

# Letters of Understanding **Core Agreement**

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## NO. 6 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  
Producers Association

per \_\_\_\_\_  
Vice-President, National Industrial Relations and  
Senior Counsel

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

# Letters of Understanding **Core Agreement**

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## NO. 7 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.

Canadian Media  
Producers Association

per \_\_\_\_\_  
Vice-President, National Industrial Relations and  
Senior Counsel

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

# Letters of Understanding **Core Agreement**

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## NO. 8 DIVERSITY

The Directors Guild of Canada and the Canadian Media Producers Association support diversity in the production of film, television and digital media productions. To that end, the parties have agreed to the establishment of a Joint Diversity Committee study to make recommendations respecting issues of diversity within the Film, Television and Digital Media Industry.

The parties will invite to sit on this committee prominent members of the DGC and CMPA, including Directors and Producers, as well as Broadcasters.

The parties agree to meet on no less than two occasions per year.

The objectives of the committee will be to:

1. Consult, make recommendations and establish best practices with respect to issues of diversity through engagement with industry decision-makers;
2. Develop networking opportunities for individuals within identified groups; and
3. Report back to the industry concerning the activities in 1 and 2, above.

Canadian Media  
Producers Association

per \_\_\_\_\_  
Vice-President, National Industrial Relations and  
Senior Counsel

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



# SCHEDULE 7A Bargaining Authorization and Voluntary Recognition Agreement

Prior to contracting a Guild Member, a Producer who agrees to become a party to the 2019 – 2021 DGC/CMPA Standard Agreement shall sign a Bargaining Authorization and Voluntary Recognition Agreement as follows and forward it to the District Council. This Bargaining Authorization and Voluntary Recognition Agreement shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of the Standard Agreement where such Producer is involved in the production of a Motion Picture during the life of the Standard Agreement. Notwithstanding the foregoing, if a Producer engages a Guild Member in a classification specified in a letter of understanding relating to jurisdiction, the Producer is not obligated to engage Guild Members in that classification on future Motion Pictures.

I, \_\_\_\_\_ (Insert name of individual) on behalf of the Producer hereby acknowledge receipt of the 2019 – 2021 DGC/CMPA Standard Agreement (“the Standard Agreement”) covering Guild Members engaged in Theatrical films, and television programs and other Production between the Canadian Media Producers Association (CMPA) and various District Councils of the Directors Guild of Canada (the “District Councils”) and state that I am authorized to execute this Agreement on behalf of \_\_\_\_\_ (the “Producer”) with respect to a Production currently titled \_\_\_\_\_, a \_\_\_\_\_ (insert type of production, e.g. Feature, TV Series, New Media Production, etc.).

The Producer hereby acknowledges that by executing this Bargaining Authorization and Voluntary Recognition Agreement it is becoming signatory to the Standard Agreement. The Producer agrees to abide by and conform to all the terms and conditions contained therein.

The Producer recognizes that the District Councils are the exclusive bargaining agent of Guild Members engaged in the classifications set out in the Standard Agreement subject to the letters of understanding, and recognizes the CMPA as the Producer’s sole and exclusive bargaining agent.

Please check one of the following:

**(1) For CMPA Members:**

**The Producer hereby certifies that it is a member in good standing of the CMPA:** Membership No. \_\_\_\_\_

The Negotiation Protocol as attached to the Standard Agreement is hereby incorporated herein by reference, and by signing this document, the Producer appoints the CMPA as its exclusive bargaining agent, authorized to bargain on its behalf, and agrees that it shall be bound by the terms and conditions of the Standard Agreement which is the result of collective bargaining between and which has been ratified by the CMPA and the District Councils.

OR:

**(2)  The Producer hereby certifies that it is not a member in good standing of the CMPA.**

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 abide by its rights and obligations created under this contract.

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

\_\_\_\_\_  
(Name of Signatory Producer)

\_\_\_\_\_  
(Authorized Signature) (Address of Signatory Producer)

\_\_\_\_\_  
(Print or type name of Authorized Signatory) (Phone and Fax number of Signatory Producer)

Receipt of the above Bargaining Authorization and Voluntary Recognition Agreement is hereby confirmed by the District Council of the Directors Guild of Canada.

\_\_\_\_\_  
(Authorized Signature) (Name of District Council)

\_\_\_\_\_  
(Print name and title of Authorized Signature) (Date)

A copy of this Bargaining Authorization and Voluntary Recognition Agreement shall be forwarded to the CMPA.

## SCHEDULE 7B **Negotiation Protocol**

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THE DIRECTORS GUILD OF CANADA (ALBERTA DISTRICT COUNCIL)  
THE DIRECTORS GUILD OF CANADA (ATLANTIC REGIONAL COUNCIL)  
THE DIRECTORS GUILD OF CANADA (MANITOBA DISTRICT COUNCIL)  
THE DIRECTORS GUILD OF CANADA (ONTARIO DISTRICT COUNCIL)  
THE DIRECTORS GUILD OF CANADA (SASKATCHEWAN DISTRICT COUNCIL)  
(collectively referred to as “the District Councils”) and  
THE CANADIAN MEDIA PRODUCERS ASSOCIATION (“the CMPA”)

The parties agree to the following provisions, which are reproduced in the Standard Agreement as a Schedule thereto, but which Schedule is executed separately from the Standard Agreement, which shall be and remain in effect following the expiry of the term of the Standard Agreement.

### 1.00 DEFINITIONS

---

In addition to the definitions set out in the main Standard Agreement, the following:

**Standard Agreement** – means this collective agreement and is deemed to include the Core Agreement, all Schedules hereto, the Negotiating Protocol and Bargaining Authorization and Voluntary Recognition Agreement and any Letters of Variance and each Contract for Services.

**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. For greater clarity, Producer shall mean any Member Producer, any Common Producer, or any Successor Producer (who is signatory to this Standard Agreement).

**Member Producer** – shall mean any member of the CMPA who is a signatory to a Bargaining Authorization and Voluntary Recognition Agreement.

**Common Producer** – shall mean a person, corporation or other entity under common direction or control with a Member Producer and who engages in associated or related activities or Businesses.

**Successor Producer** – shall mean a person, corporation or other entity to whom a Member Producer sells its Business.

**Sells** – shall include leases, transfers, and any other manner of disposition, and “sold” and “sale” have corresponding meanings.

**Business** – shall include any undertaking or business and any part thereof.

### 2.00 RECOGNITION

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**2.01** For greater clarity, this section is to be read in conjunction with and referentially incorporates Core Article 2.01, the Recognition section of the Agreement.

**2.02** The CMPA recognizes the District Councils as the sole and exclusive bargaining agent for all Guild Members covered by the Standard Agreement.

**2.03** The District Councils recognize the CMPA as the sole and exclusive bargaining agent with respect to all production which is subject to this Agreement.

**2.04** Once ratified this Agreement represents a single Agreement applicable in the provinces of Alberta, Nova Scotia, New Brunswick, Newfoundland and Labrador, Prince Edward Island, the Northwest Territories, Manitoba, Nunavut, Ontario, and Saskatchewan, subject to specific exceptions as set out in each District Council Schedule.

**2.05** Upon notice being given by the District Council, the CMPA will provide the District Council with a current list of all Member Producers, whose permanent place of Business is within the geographic scope of this Agreement, within thirty (30) days of receipt of said notice.

**2.06** 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.

**2.07** 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 than those set forth in this Agreement, and no Producer shall 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 favourable or more favourable than those terms set forth in this Agreement.

### **3.00 AGREEMENT TO FOLLOW TERMS OF PROTOCOL**

**3.01** The above parties to the Standard Agreement agree that the terms of this protocol, shall govern the Parties, including all Producers who are signatory to a Bargaining Authorization and Voluntary Recognition Agreement with respect to negotiations for the renewal of this Agreement.

### **4.00 AGREEMENT TO BARGAIN IN GOOD FAITH**

**4.01** Either party may serve notice to bargain within ninety (90) days of the expiry of the Standard Agreement.

**4.02** The parties agree to meet within thirty (30) days of notice having been given pursuant to 4.01 and to commence to bargain in good faith and to make every reasonable effort to enter into a new Agreement.

### **5.00 FREEZE**

**5.01** While bargaining continues, and until the right to strike or lock out has accrued pursuant to this protocol, the terms and conditions of the current Standard Agreement shall continue in full force and effect and neither party nor any Producer shall threaten to alter or alter any of the terms thereof. In particular, without limiting the generality of the foregoing no Producer shall alter any rates or any other term of the current Standard Agreement or any right or privilege of any Guild Member in the bargaining unit or any right or privilege of the District Council until the requirements of Paragraph 7.01 of this protocol have been met, unless the District Council gives consent to the alteration in writing.

### **6.00 CONCILIATION**

**6.01** Where either party considers that reasonable efforts to enter into a new Agreement have not been made, the said party may request the assistance of a conciliation officer. Such a request shall be made by the party giving written notice to the other party of its desire to obtain the assistance of a conciliation officer. Such notice shall contain the names of three (3) persons who the party giving notice is prepared to accept as a conciliation officer. The proposed officers shall be neutral persons who have no direct interest in the subject matter of the negotiations, and who have not acted as employee, agent or advisor, for either of the parties or an interested party in any previous proceedings between the parties or their members.

**6.02** The party receiving such notice shall within ten (10) days reply in writing accepting the appointment of one of the suggested conciliation officers of the other party, or shall indicate that none of the suggested conciliation officers are acceptable. The party responding may suggest alternative conciliation officers as a part of its written response and the party giving original notice of a request for conciliation shall either accept such alternative suggestions or in the alternative, within ten (10) days of receipt of the notice, request the appointment of a conciliation officer. Without prejudice to the assertion that work performed under the Standard Agreement is subject to provincial jurisdiction, request for the appointment of a conciliation officer shall be made to the Federal Minister of Labour as per section 71 of the *Canada Labour Code*, R.S.C.. 1985, c.L-2 as amended.

**6.03** Where a conciliation officer has been agreed to by the parties or appointed by the Federal Minister of Labour, such officer shall forthwith confer with the parties and endeavour to assist them in entering into a new Agreement.

**6.04** The parties agree to co-operate with such conciliation officer and to make every reasonable effort to enter into a new Agreement.

**6.05** After the parties have met with such officer and made every reasonable effort to enter into a new Agreement without success, either party shall have the right to request a report from the conciliation officer. Such report shall be sent to all parties and to the Federal Minister of Labour and advise the parties that a new Agreement has not been made.

**6.06** The parties agree that the fees and expenses of such conciliation officer, if not paid by the Federal Department of Labour, shall be paid equally by the parties. Such a request shall be made in accordance with the conciliation/mediation provisions of the *Canada Labour Code*, or any successor legislation.

### **7.00 NO STRIKE OR LOCKOUT**

**7.01** Subject to the provisions of the Core Agreement, neither the Guild nor the District Councils, shall declare or authorize a strike against any Producer until the term of the Agreement has expired and until fifteen (15) days have elapsed from the date on which the conciliation officer sent the report to the parties and the Minister as set out in Paragraph 6.05.

**7.02** Neither the CMPA nor any Producer who is signatory to a Bargaining Authorization and Voluntary Recognition Agreement shall declare or cause a lockout, until the term of the Agreement has expired and until fifteen (15) days have elapsed from the date on which the conciliation officer sent the report to the Minister as set out in Paragraph 6.05 of this protocol.

**7.03** The parties to this protocol, the individual Members of the Guild and all of the Producers who are signatory to a Bargaining Authorization and Voluntary Recognition Agreement agree that the Guild shall be authorized and permitted to call a strike in compliance with the terms of this protocol, notwithstanding the fact that the District Council may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada and further agree that the District Councils and the Guild Members shall be entitled to legally strike in any such province or territory so long as the provisions of this Schedule have been adhered to.

**7.04** The parties to this protocol, the individual Members of the Guild and all of the Producers who are signatory to a Bargaining Authorization and Voluntary Recognition Agreement agree that the CMPA shall be authorized and permitted to declare a lockout in compliance with the terms of this Schedule notwithstanding the fact that the Producer may not have complied with the statutory provisions of any labour legislation in any of the provinces or territories of Canada and further agree that the CMPA shall be entitled to legally declare such lockout in any such province or territory so long as the provisions of this Schedule have been adhered to.

**7.05** The Guild shall not selectively strike against individual CMPA members or Permittee members nor shall any Producer selectively lock out any Guild Member who is subject to the terms of this protocol. For greater clarity, a strike declared by the Guild as against any single Producer shall be deemed to be a strike against all Producers and similarly a lockout of any Guild Member shall be considered to be a lockout of all Guild Members subject to this Agreement.

The parties to this Negotiation Protocol agree that a strike or lockout shall have the same meaning as those terms have under the terms of the *Canada Labour Code*.

## **8.00 RATIFICATION**

**8.01** Notwithstanding that this Agreement is negotiated as between the CMPA and the Guild it is recognized that the CMPA and each District Council of the DGC shall individually ratify this Agreement and this Agreement is not considered ratified unless ratified by all District Councils who are party to this protocol.

## **9.00 DISPUTE RESOLUTION (WITH RESPECT TO BARGAINING RIGHTS)**

**9.01** Within ninety (90) days of a District Council knowing or being reasonably expected to have known the facts giving rise to its claim, that District Council has the right to allege that any person, corporation or other entity is a Producer and therefore bound by the terms of the Standard Agreement and this protocol. Notwithstanding the foregoing, the timelines with respect to a dispute under this section regarding Director rights acquisition fees shall have a twelve (12) month limitation period.

**9.02** The District Council shall make any allegations pursuant to Paragraph 9.01 of this protocol or of a violation of any of the provisions of this protocol, by means of a notice, setting out the particulars upon which the allegations are based. The notice shall be sent by fax and by registered mail to the Producer(s) and the CMPA.

**9.03** The responding parties shall be allowed fifteen (15) business days from the date the notice was sent by registered mail in which to file a response, outlining their respective positions.

**9.04** All parties shall endeavor to settle all outstanding issues arising from the notice and response within the next five (5) business days.

**9.05** Failure to reach a settlement shall entitle the District Council to refer the matter to final and binding arbitration before an adjudicator. The arbitration procedure shall be governed in all respects by the provisions of this protocol.

## **10.00 ADJUDICATION**

**10.01** The adjudicator shall be agreed upon by the parties or appointed pursuant to Core Article 10.00 (i.e. grievance and arbitration article).

**10.02** The adjudicator has, in relation to any proceeding before the adjudicator, power:

- (a) to summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce such documents and things as the adjudicator deems requisite to the full investigation and consideration of any matter within the adjudicator's jurisdiction that is before the adjudicator in the proceedings;
- (b) to administer oaths and solemn affirmations;
- (c) to receive and accept such evidence and information on oath, affidavit or otherwise as the adjudicator deems fit, whether admissible in a court of law or not;
- (d) to examine, in accordance with any regulations of the Canada Industrial Relations Board, such evidence as is submitted to the adjudicator respecting the membership of any employees in a trade union;
- (e) to make such examination of records and such inquiries as is deemed necessary;
- (f) to require a Producer to post and keep posted in appropriate places any notice that the adjudicator considers necessary to bring to attention of any Guild Members, any matter relating to the proceeding;
- (g) subject to bona fide production requirements, to enter any premises of a Producer and to inspect any work, material, documents, financial records and any other thing and interrogate any person respecting any matter that is before the adjudicator in the proceeding;
- (h) to authorize any person to do anything the adjudicator may do under paragraphs (a) to (g) inclusive, and to report to the adjudicator thereon;
- (i) to adjourn or postpone the proceeding from time to time;
- (j) to abridge or enlarge the time for instituting proceeding or for doing any act, filing any document or presenting any evidence in connection with the proceeding;

(k) to amend or permit the amendment of any document filed in connection with the proceeding; and

(l) to add a party to the proceeding at any stage of the proceeding.

**10.03** The parties agree and acknowledge that the adjudicator has exclusive jurisdiction to exercise the powers conferred upon it by the provisions of this protocol and to determine all questions of fact and law that arise in any matter before the adjudicator. The finding of an adjudicator as to the facts and as to the meaning or violation of the provisions of this protocol shall be conclusive and binding upon all parties concerned, but in no case shall the adjudicator be authorized to alter, modify or amend any part of this protocol.

**10.04** The parties agree and acknowledge that the adjudicator shall have the authority to order such remedy as is necessary to give real and substantial relief to any aggrieved party and in so doing may determine what, if anything, a Producer, CMPA, the District Council and a Guild Member shall do or refrain from doing.

**10.05** Where, in the opinion of the adjudicator, two or more persons, corporations or other entities constitute a Common Producer, the adjudicator shall so declare and such declaration shall have the effect that the persons, corporations or entities shall be treated as a single Producer under this Agreement. Without limiting the adjudicator's general remedial powers, the adjudicator may order that a Member Producer assumes all rights and obligations, under the Standard Agreement (or the terms and conditions of the Standard Agreement as frozen by this protocol) and any individual contract with a Guild Member, or any person, corporation or other entity.

**10.06** Where, in the opinion of the adjudicator, a person, corporation or other entity is a Successor Producer, the adjudicator shall so declare and such declaration shall have the effect that the Successor Producer shall assume all rights and obligations of the Member Producer under the Standard Agreement (or the terms and conditions of the Standard Agreement as frozen by this protocol) and any individual contract with a Guild Member.

**10.07** In the event that a Successor Producer does not comply with its obligations resulting from a declaration under Paragraph 10.05 or 10.06 of this protocol within thirty (30) days, the Guild may bring the matter back before the Adjudicator, who, upon proof of non-compliance, shall declare that the Member Producer remains liable with respect to any obligations under the Standard Agreement (or the terms and conditions of the Standard Agreement as frozen by this protocol) and any individual contract with a Guild Member, as if no sale had been made.

## **11.00 GENERAL**

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**11.01** Nothing in this protocol or in the Standard Agreement affects or restricts any right that any party may have under the Status of the Artist Act, S.C. 1992, c.33, as amended.

**11.02** During the term of the Standard Agreement and with respect to any grievance or arbitration thereunder, or any other administrative or court proceeding, including but not limited to, proceedings before any labour relations board, neither the CMPA nor the Producer will raise any issues for determination with respect to the status of the DGC, a District Council, a Guild Member or the Standard Agreement, including but not limited to:

- i. the status of the Standard Agreement as a collective agreement;
- ii. the status of the Guild or a District Council as a trade union; and/or
- iii. whether any Guild Member is an "employee", a "manager" or "employed in a confidential capacity relating to labour relations".

DGC ALBERTA DISTRICT COUNCIL SCHEDULE 8 **Standard Contract for Services**

GUILD MEMBER: \_\_\_\_\_  
 (Print Name – No Loanout Company)

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

---

LOANOUT COMPANY: \_\_\_\_\_  
 (Print Name Of Loanout Company)

GST/HST: \_\_\_\_\_

---

TEL # (H): \_\_\_\_\_ CELL #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/POSTAL CODE: \_\_\_\_\_

---

MOTION PICTURE TITLE: \_\_\_\_\_

ENGAGED IN PROVINCE OF: \_\_\_\_\_

ENGAGED FOR:  Main Unit OR  Second Unit

TIER LEVEL:  A  B  C  D  E  F

---

START DATE: Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

RATE (SPECIFY DOLLAR AMOUNT): \_\_\_\_\_

TYPE OF ENGAGEMENT:  WEEKLY  DAILY  8 HR CALL

---

OTHER TERMS (e.g. Vehicle, Cell Phone Rental, Kit Rental, Per Diem, etc.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**OTHER WEEKLY OPTIONS:**

FLAT DEAL per Core Article 1.25 & AB3.01  \_\_\_\_\_  
 MEMBER TO INITIAL AGREEMENT HERE:

**Flat Deal Only**

SPECIFIC TERM Finish Date Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_  
 (ie PAY OR PLAY)

GUILD MEMBER  PERMITTEE

**PRODUCTION DEPARTMENT**

- Second Unit Director  Production Coordinator
- Production Manager  Asst Production Coordinator
- Unit Manager  Trainee Prod. Coordinator
- Asst Production Manager  Technical Coordinator

**ASSISTANT DIRECTORS**

- First  Second  Third  TAD

**LOCATION DEPARTMENT**

- Location Manager  Location Scout
- Asst Location Manager  Location Scout
- Trainee Location Manager

**ACCOUNTING DEPARTMENT**

- Production Accountant  First Assistant Accountant – General
- First Assistant Accountant – Payroll
- Second Assistant Accountant  Accounting Clerk
- Trainee Assistant Accountant

**ART DEPARTMENT**

- Production Designer
- Art Director  Art Director (Head)
- First Assistant Art Director (Set Designer/Graphics)
- Second Assistant Art Director
- Art Department Trainee

**PICTURE EDITING DEPARTMENT**

- Supervising Picture Editor  First Assistant Picture Editor
- Picture Editor  Assistant Picture Editor Upgrade 11.35b
- Assistant Picture Editor  Trainee Assistant Picture Editor

**SOUND EDITING DEPARTMENT**

- Supervising Sound Editor  Sound Editor
- First Assistant Sound Editor  Second Assistant Sound Editor
- Trainee Assistant Sound Editor

**OTHER**

- Production Assistant  \_\_\_\_\_

**ACCOUNTING DEPT., PRODUCTION MANAGERS & ASSISTANT PRODUCTION MANAGERS**

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.

Undersigned hereby authorizes Signatory Producer to check off or deduct 2% of Gross Remuneration in accordance with Article 6.02 and permit fees in accordance with Article 7.08, and remit same to the District Council weekly. This engagement is subject to the provisions of and must provide no less than the terms and conditions of the 2019 - 2021 DGC/CPMA Standard Agreement. All of the provisions of the Standard Agreement and any individual contract between a Guild Member and the Producer shall be deemed to be incorporated into this Contract for Services as if set forth in full herein in writing.

**ACCEPTED AND AGREED**

\_\_\_\_\_  
 Signature of Guild Member OR Loanout's Authorized Rep

\_\_\_\_\_  
 Print Name of Guild Member OR Loanout's Authorized Rep

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name of Producer (Company)

\_\_\_\_\_  
 Signature of Producer's (Company's) Authorized Rep

\_\_\_\_\_  
 Print Name of Producer's (Company's) Authorized Rep\*

\_\_\_\_\_  
 Date

\*Producer's Authorized Rep includes Executive Producer, Producer, Supervising Producer, Associate Producer or Line Producer or a person performing any of those functions, but **EXCLUDES A GUILD MEMBER WHO IS ENGAGED UNDER THE STANDARD AGREEMENT** (Core Article 12.09).

DGC ATLANTIC REGIONAL COUNCIL SCHEDULE 8 **STANDARD CONTRACT FOR SERVICES**

GUILD MEMBER: \_\_\_\_\_  
 (Print Name – No Loanout Company)

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

---

LOANOUT COMPANY: \_\_\_\_\_  
 (Print Name Of Loanout Company)

GST/HST: \_\_\_\_\_

---

TEL # (H): \_\_\_\_\_ CELL #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/POSTAL CODE: \_\_\_\_\_

---

MOTION PICTURE TITLE: \_\_\_\_\_

ENGAGED IN PROVINCE OF: \_\_\_\_\_

ENGAGED FOR:  Main Unit OR  Second Unit

TIER LEVEL:  A  B  C  D  E  F

---

START DATE: Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

RATE (SPECIFY DOLLAR AMOUNT): \_\_\_\_\_

TYPE OF ENGAGEMENT:  WEEKLY  DAILY  8 HR CALL

---

OTHER TERMS (e.g. Vehicle, Cell Phone Rental, Kit Rental, Per Diem, etc.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**OTHER WEEKLY OPTIONS:**

FLAT DEAL per Core Article 1.25 & AT1.08  
 MEMBER TO INITIAL AGREEMENT HERE:   
*Flat Deal Only*

SPECIFIC TERM Finish Date Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_  
 (ie PAY OR PLAY)

- GUILD MEMBER  PERMITTEE
- PRODUCTION DEPARTMENT**
- Second Unit Director  Asst Production Coordinator  
 Production Manager  Trainee Production Coordinator  
 Asst Production Manager/Unit Manager  
 Production Coordinator
- ASSISTANT DIRECTORS**
- First  Second  Third  TAD
- LOCATION DEPARTMENT**
- Location Manager  
 Assistant Location Manager  Location Scout
- ACCOUNTING DEPARTMENT**
- Production Accountant  
 First Assistant Accountant - General  
 First Assistant Accountant - Payroll  
 Second Assistant Accountant  
 Third Assistant Accountant  
 Trainee Assistant Accountant
- ART DEPARTMENT**
- Production Designer  
 Art Director (Head)  
 Art Director  
 First Assistant Art Director/Set Designer  
 Second Assistant Art Director  
 Art Department Coordinator  
 Third Assistant Art Director  
 Art Department Production Assistant
- PICTURE EDITING DEPARTMENT**
- Supervising Picture Editor  
 Picture Editor  
 First Assistant Picture Editor  
 Assistant Picture Editor Upgrade 11.35b  
 Assistant Picture Editor  
 Trainee Assistant Picture Editor
- SOUND EDITING DEPARTMENT**
- Supervising Sound Editor  
 Sound Editor  
 First Assistant Sound Editor  
 Second Assistant Sound Editor
- OTHER**
- Production Assistant (Specify) \_\_\_\_\_

**ACCOUNTING DEPT., PRODUCTION MANAGERS & ASSISTANT PRODUCTION MANAGERS**

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.

Undersigned hereby authorizes Signatory Producer to check off or deduct 2% of Gross Remuneration in accordance with Article 6.02 and permit fees in accordance with Article 7.08, and remit same to the District Council weekly. This engagement is subject to the provisions of and must provide no less than the terms and conditions of the 2019 - 2021 DGC/CPMA Standard Agreement. All of the provisions of the Standard Agreement and any individual contract between a Guild Member and the Producer shall be deemed to be incorporated into this Contract for Services as if set forth in full herein in writing.

**ACCEPTED AND AGREED**

\_\_\_\_\_  
*Signature of Guild Member OR Loanout's Authorized Rep*

\_\_\_\_\_  
*Print Name of Guild Member OR Loanout's Authorized Rep*

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

\_\_\_\_\_  
*Print Name of Producer (Company)*

\_\_\_\_\_  
*Signature of Producer's (Company's) Authorized Rep*

\_\_\_\_\_  
*Print Name of Producer's (Company's) Authorized Rep\**

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

\*Producer's Authorized Rep includes Executive Producer, Producer, Supervising Producer, Associate Producer or Line Producer or a person performing any of those functions, but **EXCLUDES A GUILD MEMBER WHO IS ENGAGED UNDER THE STANDARD AGREEMENT** (Core Article 12.09).

DGC MANITOBA DISTRICT COUNCIL SCHEDULE 8 **Standard Contract for Services**

GUILD MEMBER: \_\_\_\_\_  
 (Print Name – No Loanout Company)

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

---

LOANOUT COMPANY: \_\_\_\_\_  
 (Print Name Of Loanout Company)

GST/HST: \_\_\_\_\_

---

TEL # (H): \_\_\_\_\_ CELL #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/POSTAL CODE: \_\_\_\_\_

---

MOTION PICTURE TITLE: \_\_\_\_\_

ENGAGED IN PROVINCE OF: \_\_\_\_\_

ENGAGED FOR:  Main Unit OR  Second Unit

TIER LEVEL:  A  B  C  D  E  F

---

START DATE: Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

RATE (SPECIFY DOLLAR AMOUNT): \_\_\_\_\_

TYPE OF ENGAGEMENT:  WEEKLY  DAILY  8 HR CALL

---

OTHER TERMS (e.g. Vehicle, Cell Phone Rental, Kit Rental, Per Diem, etc.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**OTHER WEEKLY OPTIONS:**

FLAT DEAL per Core Article 1.25 & MB1.10  
 MEMBER TO INITIAL AGREEMENT HERE:

**Flat Deal Only**

SPECIFIC TERM Finish Date Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_  
 (ie PAY OR PLAY)

- GUILD MEMBER  PERMITTEE
- PRODUCTION DEPARTMENT**
- Second Unit Director  Production Coordinator  
 Production Manager  Asst Production Coordinator  
 Asst Production Manager/Unit Manager  
 Trainee Production Coordinator
- ASSISTANT DIRECTORS**
- First  Second  Third  
 Trainee Assistant Director
- LOCATION DEPARTMENT**
- Location Manager  
 Assistant Location Manager  Location Scout  
 Trainee Location Manager
- ACCOUNTING DEPARTMENT**
- Production Accountant  
 First Assistant Accountant/General  
 Second Assistant Accountant  
 Accounting Clerk
- PICTURE EDITING DEPARTMENT**
- Supervising Picture Editor  
 Picture Editor  
 First Assistant Picture Editor  
 Assistant Picture Editor Upgrade 11.35b  
 Assistant Picture Editor  
 Trainee Assistant Picture Editor
- SOUND EDITING DEPARTMENT**
- Supervising Sound Editor  
 Sound Editor  
 First Assistant Sound Editor  
 Second Assistant Sound Editor
- OTHER**
- Production Assistant

**ACCOUNTING DEPT., PRODUCTION MANAGERS & ASSISTANT PRODUCTION MANAGERS**

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.

Undersigned hereby authorizes Signatory Producer to check off or deduct 2% of Gross Remuneration in accordance with Article 6.02 and permit fees in accordance with Article 7.08, and remit same to the District Council weekly. This engagement is subject to the provisions of and must provide no less than the terms and conditions of the 2019 – 2021 DGC/CMPA Standard Agreement. All of the provisions of the Standard Agreement and any individual contract between a Guild Member and the Producer shall be deemed to be incorporated into this Contract for Services as if set forth in full herein in writing.

**ACCEPTED AND AGREED**

\_\_\_\_\_  
*Signature of Guild Member OR Loanout's Authorized Rep*

\_\_\_\_\_  
*Print Name of Guild Member OR Loanout's Authorized Rep*

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

\_\_\_\_\_  
*Print Name of Producer (Company)*

\_\_\_\_\_  
*Signature of Producer's (Company's) Authorized Rep*

\_\_\_\_\_  
*Print Name of Producer's (Company's) Authorized Rep\**

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

\*Producer's Authorized Rep includes Executive Producer, Producer, Supervising Producer, Associate Producer or Line Producer or a person performing any of those functions, but **EXCLUDES A GUILD MEMBER WHO IS ENGAGED UNDER THE STANDARD AGREEMENT** (Core Article 12.09).





DGC SASKATCHEWAN DISTRICT COUNCIL SCHEDULE 8 **Standard Contract for Services**

GUILD MEMBER: \_\_\_\_\_  
 (Print Name – No Loanout Company)

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

---

LOANOUT COMPANY: \_\_\_\_\_  
 (Print Name Of Loanout Company)

GST/HST: \_\_\_\_\_

---

TEL # (H): \_\_\_\_\_ CELL #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/POSTAL CODE: \_\_\_\_\_

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MOTION PICTURE TITLE: \_\_\_\_\_

ENGAGED IN PROVINCE OF: \_\_\_\_\_

ENGAGED FOR:  Main Unit OR  Second Unit

TIER LEVEL:  A  B  C  D  E  F

---

START DATE: Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

RATE (SPECIFY DOLLAR AMOUNT): \_\_\_\_\_

TYPE OF ENGAGEMENT:  WEEKLY  DAILY  8 HR CALL

---

OTHER TERMS (e.g. Vehicle, Cell Phone Rental, Kit Rental, Per Diem, etc.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**OTHER WEEKLY OPTIONS:**

FLAT DEAL per Core Article 1.25 & SK1.06  
 MEMBER TO INITIAL AGREEMENT HERE:

**Flat Deal Only**

SPECIFIC TERM Finish Date Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_  
 (ie PAY OR PLAY)

- GUILD MEMBER  PERMITTEE
- PRODUCTION DEPARTMENT**
- Second Unit Director  Production Coordinator  
 Production Manager  Asst Production Coordinator  
 Asst Production Manager/UM  Trainee Prod. Coordinator  
 Asst Unit Manager  Office Production Asst
- ASSISTANT DIRECTORS**
- First  Second  Third  TAD
- LOCATION DEPARTMENT**
- Location Manager  Location Scout  
 Trainee Location Manager
- ACCOUNTING DEPARTMENT**
- Production Accountant  First Assistant Accountant – General  
 First Assistant Accountant – Payroll  
 Second Assistant Accountant  Accounting Clerk  
 Trainee Accountant
- ART DEPARTMENT**
- Production Designer  Art Director  
 First Assistant Art Director (Set Designer/Graphics)  
 Second Assistant Art Director  Art Department Coordinator  
 Art Department Production Assistant
- PICTURE EDITING DEPARTMENT**
- Supervising Picture Editor  Picture Editor  
 First Assistant Picture Editor  Assistant Picture Editor  
 Trainee Assistant Picture Editor
- SOUND EDITING DEPARTMENT**
- Supervising Sound Editor  Sound Editor  
 First Assistant Sound Editor  Second Assistant Sound Editor
- OTHER**
- Production Assistant  \_\_\_\_\_

**ACCOUNTING DEPT., PRODUCTION MANAGERS & ASSISTANT PRODUCTION MANAGERS**

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.

Undersigned hereby authorizes Signatory Producer to check off or deduct 2% of Gross Remuneration in accordance with Article 6.02 and permit fees in accordance with Article 7.08, and remit same to the District Council weekly. This engagement is subject to the provisions of and must provide no less than the terms and conditions of the 2019 - 2021 DGC/CMPA Standard Agreement. All of the provisions of the Standard Agreement and any individual contract between a Guild Member and the Producer shall be deemed to be incorporated into this Contract for Services as if set forth in full herein in writing.

**ACCEPTED AND AGREED**

\_\_\_\_\_  
*Signature of Guild Member OR Loanout's Authorized Rep*

\_\_\_\_\_  
*Print Name of Guild Member OR Loanout's Authorized Rep*

\_\_\_\_\_  
 Date

\_\_\_\_\_  
*Print Name of Producer (Company)*

\_\_\_\_\_  
*Signature of Producer's (Company's) Authorized Rep*

\_\_\_\_\_  
*Print Name of Producer's (Company's) Authorized Rep\**

\_\_\_\_\_  
 Date

\*Producer's Authorized Rep includes Executive Producer, Producer, Supervising Producer, Associate Producer or Line Producer or a person performing any of those functions, but **EXCLUDES A GUILD MEMBER WHO IS ENGAGED UNDER THE STANDARD AGREEMENT** (Core Article 12.09).



# SCHEDULE 10 Production Guarantee

MEMORANDUM OF AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

BETWEEN: The Directors Guild of Canada, \_\_\_\_\_ Council (the "District Council")

AND \_\_\_\_\_ (the "Guarantor")  
(insert name and address of approved production guarantor)

WHEREAS \_\_\_\_\_ intends to produce a Production  
(the "Producer")  
entitled \_\_\_\_\_;  
(The "Production")

AND WHEREAS the Producer is a party to the 2019–2021 DGC/CMPA Standard Agreement between the Canadian Media Producers Association (CMPA) and the District Councils;

AND WHEREAS pursuant to Core Article 14.09(a) of the Standard Agreement, the District Council is entitled to require that a Producer place security in the form of a cash deposit or letter(s) of credit, at the time, in an amount, and in the manner set out in the Standard Agreement unless a production guarantee in this form signed by an approved production guarantor is accepted by the District Council;

AND WHEREAS the District Council has accepted Guarantor as an approved production guarantor;

NOW THEREFORE the parties hereby agree as follows:

1. In consideration of the District Council foregoing the requirement that the Producer put up a cash bond or letter of credit, Guarantor hereby guarantees the payment of all monies which would otherwise be secured by a cash bond or letter of credit pursuant to Core Article 14.09(a) of the Standard Agreement, including Director rights acquisition fees and all other amounts payable after production pursuant to the Standard Agreement related to the Production.
2. If at any time, payment of any amount guaranteed herein is in default for more than 14 days, then the District Council shall be entitled to deliver to Guarantor a formal demand in writing outlining the specific sum involved and particulars of the default. On receipt of such demand, Guarantor will forthwith pay to the District Council the sum set out in such notice. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, Guarantor will nevertheless pay the sum set out in such notice to the District Council in trust, and the District Council will hold such sum in trust in an interest bearing account. Within 5 days of such dispute being resolved, the District Council will refund to Guarantor any sums determined to be in excess of what was owing by the Producer, along with accrued interest.
3. The District Council shall have the unilateral right to terminate this production guarantee and revert to the requirements of Core Article 14.09(b) or (c) of the Standard Agreement if the payment of any amount guaranteed herein is in default for more than 14 days after Guarantor has been served with the demand provided in paragraph 2 herein.
4. Guarantor shall be released from the guarantee given herein and all obligations resulting therefrom on the sooner of the delivery to the District Council of a security agreement pursuant to Core Article 14.09(c) or the delivery to the District Council of a distribution guarantee or distributor's assumption agreement from an approved distribution guarantor pursuant to Core Article 14.10(c).
5. The termination of this production guarantee by the District Council pursuant to paragraph 3 herein shall in no way annul, terminate or otherwise affect the obligations of Guarantor with respect to any amounts accruing prior to the date of such termination by the District Council, subject to paragraph 4 herein.
6. If the District Council terminates this production guarantee pursuant to paragraph 3 herein, Producer shall, within 48 hours of receipt of written notice of such termination, post security in the form of a cash deposit or letter(s) of credit in accordance with Core Article 14.09(a) of the Standard Agreement. If there is any dispute as to the amount owing by the Producer, or whether any amount is owing at all, Producer will nevertheless pay the sum set out in such notice to the District Council in trust, and the District Council will hold such sum in trust in an interest bearing account. Within 5 days of such dispute being resolved, the District Council will refund to Producer any sums determined to be in excess of what was owing by the Producer, along with accrued interest.

IN WITNESS WHEREOF the parties hereto have executed this production guarantee as of the date hereinabove firstly mentioned.

**(Producer)**

Per:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of Signatory Producer)

\_\_\_\_\_  
(Address of Signatory Producer)

\_\_\_\_\_  
(Phone Number of Signatory Producer)

\_\_\_\_\_  
(Fax Number of Signatory Producer)

**(Approved Production Guarantor)**

Per:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of Guarantor)

\_\_\_\_\_  
(Address of Guarantor)

\_\_\_\_\_  
(Phone Number of Guarantor)

\_\_\_\_\_  
(Fax Number of Guarantor)

**The Directors Guild of Canada, \_\_\_\_\_ Council**

Per: \_\_\_\_\_ Title: \_\_\_\_\_

# SCHEDULE 11A Security Agreement

The Producer shall sign the following security agreement and forward it to the local District Council office.

This security agreement, made pursuant to Core Article 14.10(b) of the Standard Agreement

Between: \_\_\_\_\_ (the "Debtor")

AND

Directors Guild of Canada, \_\_\_\_\_ District Council (the "District Council")

Re: \_\_\_\_\_ (the "Production")

WHEREAS the Debtor is authorized and entitled to provide this security agreement in respect of the Production;

1. This security agreement is entered into between the Debtor and the District Council to secure the performance by the Debtor 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.
2. The parties acknowledge and agree to be bound by the terms, conditions and definitions contained in the standard security terms in Schedule 11B.
3. The District Council specifically acknowledges and agrees that this Security Interest shall be subject and subordinate to, the security interests of the parties listed below. If the security interest of any listed party is not registered at the time of the registration of this Security Interest, the District Council will agree to provide, at no cost to the Debtor, any subordination agreements required:
  - (a) \_\_\_\_\_
  - (b) \_\_\_\_\_
  - (c) \_\_\_\_\_
  - (d) \_\_\_\_\_
  - (e) \_\_\_\_\_
  - (f) \_\_\_\_\_

The failure of the Debtor to list all those parties with a prior security interest shall not be a violation of this security agreement, provided such security interest is registered.

#### 4. Subordination of the District Council Security Agreement

Pursuant to paragraph 7 of the standard security terms, the District Council agrees that its Security Interest will rank subordinate to the security interests of the parties listed in paragraph 3. The intent of this provision is that generally, the security interests of the following parties, will enjoy priority over the District Council's security interest: chartered banks, trust companies or other recognized lending institutions, government funded financiers, and subject to the prior written approval of the District Council, other lenders or financiers who specifically require priority and who are providing project financing in respect of the Production.

#### 5. The Debtor represents and warrants as follows:

- (a) Debtor's Legal Name, principal place of business and mailing address: \_\_\_\_\_
- (b) The address at which the Debtor keeps its records concerning accounts and contracts with respect to which a security interest is herein granted (if different than above) is: \_\_\_\_\_
- (c) The negatives in connection with the Production will be processed by: \_\_\_\_\_
- (d) The positive copies of the Production for distribution will be made by: \_\_\_\_\_
- (e) The Debtor is duly organized and exists under the laws of the province/state/country of \_\_\_\_\_ and is not restricted by its charter documents or otherwise from entering into this security agreement.
- (f) The copyright in Production has been or upon its completion will be duly registered in the following countries \_\_\_\_\_ free and clear of adverse claims and liens other than those created hereby or as disclosed in paragraph 3 hereof.
- (g) If the Debtor is not the Producer, that the Producer is \_\_\_\_\_ and its place of business is \_\_\_\_\_
- (h) That it is in receipt of a copy of the Standard Agreement, this security agreement and the standard security terms.

IN WITNESS WHEREOF the Debtor has executed this security agreement at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

DEBTOR

Per: \_\_\_\_\_  
*signature*

\_\_\_\_\_  
*(print name/title)*

Acknowledgment:

Directors Guild of Canada \_\_\_\_\_ District Council

Per: \_\_\_\_\_

Date: \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
*(print name/title)*

## SCHEDULE 11B **Standard Security Terms (See Core Article 14.10 (b))**

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### **1.00 PARTIES AND THE NATURE OF THE RELATIONSHIP**

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- 1.01** The security agreement is entered into between the Debtor and the District Council to secure the performance by the Debtor of its Secured Obligations (defined herein at paragraph 3), and to make the Collateral (defined herein at paragraph 4) security for such Secured Obligations, to the fullest extent allowed by applicable law.
- 1.02** The Secured Party is The Directors Guild of Canada, \_\_\_\_\_ District Council, which is the exclusive bargaining agent for all of the Guild Members who worked on the Production .
- 1.03** The Debtor acknowledges that the Secured Party, referred to as the District Council, is thus entitled to represent the Guild Members in respect of any and all current and continuing claims for payment of Director rights acquisition fees and all other amounts payable after production pursuant to the Standard Agreement.
- 1.04 Name and address of the Secured Party**
- The Directors Guild of Canada, \_\_\_\_\_ District Council
- FAX \_\_\_\_\_
- Address \_\_\_\_\_
- 1.05** The Debtor warrants and represents that under the terms of the agreement, it is primarily liable for all obligations to report and remit Director rights acquisition fees and all other amounts payable after production pursuant to the Standard Agreement, as if it was a signatory to the Standard Agreement and the terms of the Standard Agreement are hereby incorporated by reference.

### **2.00 CREATION OF SECURITY INTEREST**

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- 2.01** The Debtor hereby grants to the District Council, in addition to any other rights or benefits previously granted by contract, Collective Agreement or otherwise, for value received and to secure the performance of the Obligations under this security agreement and as a general and continuing collateral security for the payment of the full sum of Guild Members' Gross Remuneration including but not limited to Director rights acquisition fees and all other amounts payable after production pursuant to the Standard Agreement and for the due performance, observance and fulfillment of the Obligations of the Producer/Debtor, a Security Interest by way of a charge ranking subordinate to those secured parties set out in section 7.1 hereof, but otherwise in first position in respect of the Collateral as defined herein, whether now owned or hereafter acquired directly or indirectly by the Debtor, whether now existing or hereafter arising, pursuant to any and all applicable provincial legislation relating to the creation and registration of security interests (the "Legislation"), and the property described herein (hereinafter referred to as "Collateral").
- 2.02** All phrases which are defined in the Standard Agreement and not otherwise defined in this security agreement shall have the meaning ascribed by the Standard Agreement, and all phrases not otherwise defined in this security agreement shall have the meaning ascribed by the Legislation.

### **3.00 THE OBLIGATIONS (The "Obligations")**

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- 3.01** The obligation to pay to Guild Members any and all Fees due for their services performed or to be performed in the Production and any and all compensation due by reason of the Distribution of all or part of the Production, in accordance and as defined by the terms of the Standard Agreement; and

For certainty, the Obligations shall include but shall not be limited to:

- (a) the obligation to pay contributions for the benefit of Guild Members, in accordance with the Standard Agreement, subject to any of the above obligations being assumed in writing by another entity by means of a purchaser's assumption agreement or a distributor's assumption agreement, with approval of the District Council (not to be unreasonably withheld) whereupon they shall be excluded from the Obligations secured hereunder; and
- (b) the full, timely and faithful performance by Producer of all terms, provisions, covenants, conditions, agreements and obligations contained in or contemplated by this security agreement and the Standard Agreement.

## 4.00 COLLATERAL

**4.01** “Collateral” means all right, title and interest of Producer in and to the Production, each of the component elements thereof and all rights appurtenant thereto, together with any and all proceeds and avails thereof. For certainty, no right or interest with respect to sequels, prequels, remakes, spin-offs or episodic series based on or derived from the Production or any of its underlying works nor any right to monies derived through the exploitation of ancillary, allied, underlying and like rights such as merchandising, novelization, music publishing, soundtrack and sequel rights. Any reference to Collateral shall, unless the context requires otherwise, be deemed a reference to “Collateral or any part thereof”. For certainty, the Collateral includes:

- (a) all debts, accounts receivable, demands, and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Debtor and all claims of whatsoever nature or kind which the Debtor now has or may hereafter have, including claims against the Crown and claims under insurance policies;
- (b) all contracts, securities, bills, notes, lien notes, judgments, chattel mortgages, mortgages, and all other rights and benefits which now are or may hereafter be vested in the Debtor in respect of or as security for any of the said debts, demands, choses in action and claims;
- (c) all books, accounts, invoices, letters, papers and documents in any way evidencing or relating to any of the said debts, demands, choses in action and claims;
- (d) all negatives, video tapes, lavenders, dupes, sound tracks and positive prints connected with the Production whether in completed form or in some stage of completion; or any other media upon which the Production is recorded, and all rights in the said media, and other assets related to the Production of any nature, and any proceeds therefrom, now owned or which may from time to time be owned and acquired by the Debtor;
- (e) the single production right to the original idea and story upon which the Production is based, all scripts, screenplays and other written materials used or to be used in connection with the Production;
- (f) the synchronization rights in and to the lyrics, music and musical compositions as may be owned or acquired by Producer for use in the Production to the extent of such single use only;
- (g) all copyrights and licences obtained or to be obtained by Producer for use in connection with the Production to the extent of such single use only;
- (h) all sums obtained or to be obtained by Producer from distribution, exhibition and exploitation of the Production, including without limitation all moneys due or to become due to Producer under any distribution agreements entered into by Producer for the distribution of the Production; and
- (i) all recoveries under insurance policies issued in connection with the Production.

**4.02** The Debtor expressly warrants that to the best of its knowledge and belief it has good title to its interest in the Collateral now due and will have good title to its interest in the Collateral to become due, free and clear of all liens and encumbrances except for the security interest granted hereby, the security interests in section 7.1 hereof or as disclosed to the District Council and that no restrictions exist, or will exist by agreement or otherwise, with respect to any of the said Collateral which impair the right of the Debtor to make this charge.

## 5.00 ENFORCEMENT COSTS

**5.01** The District Council acknowledges that it shall be solely responsible for all costs and expenses, including legal fees and disbursements, in perfecting and enforcing any of its rights under this security agreement, save and except as herein provided.

## 6.00 RIGHTS AND OBLIGATIONS OF DEBTOR

**6.01** The Producer shall:

- (a) at no cost, execute and deliver such further agreements, contracts, documents and instruments (each a “Security Document”) as the District Council may reasonably prepare, require to perfect, protect or maintain the Security Interest provided for herein. If, within ten (10) business days of notice from the District Council requesting any such Security Document, Producer fails to execute and deliver it consistent with the rights of the District Council or to provide the District Council with notice specifying with particularity Producer’s objection to so doing, then Producer hereby irrevocably appoints the District Council its true and lawful attorney-in-fact to execute, deliver, file and record, on its behalf and in its name, such Security Document. The District Council will promptly provide Producer with a true and complete copy of each Security Document executed by the District Council under this paragraph along with full information regarding each jurisdiction where it has been registered, filed or recorded.
- (b) use all reasonable good faith business efforts to defend, at its own cost and expense, Producer’s right, title and interest in and to the Collateral, and the Security Interest and rights of the District Council, against all claims of infringement and against any and all claims by third parties arising out of or resulting from the use in the Production of any story, adaptation, idea, impersonation, character, photograph, music, musical composition or other material, provided that Producer may satisfy this requirement if Producer causes the District Council to be named as an additional insured, as its interest may appear, on any standard policy of errors & omissions insurance maintained by Producers or its successors in interest with respect to the Production.

- 6.02** The District Council acknowledges that Producer, and its successors, licensees, and assigns, are the persons undertaking the release and exploitation of the Production and all rights within or arising from it. The District Council further acknowledges that prior to the District Council realizing on its Security Interest in accordance with this security agreement, nothing in this security agreement authorizes or permits the District Council to delay, enjoin, impede, impair or otherwise interfere with the development, production, distribution, advertising, marketing, turning to account or other exploitation of the Production or any of the Collateral which is undertaken, authorized, permitted or allowed by Producer or any of its successors, licensees, or assigns in the sole exercise of their good faith business judgment, and nothing in this security agreement requires or prevents Producer or any of its successors in interest from taking or refraining from taking any action for any infringement or piracy of any rights in the Production or Collateral. The District Council agrees that Producer has no obligation under this security agreement to release the Production or to exploit the Production or to realize any moneys with respect thereto in any manner.
- 6.03** Until default or unless otherwise agreed with the Secured Party, the Debtor may deal with Collateral in the ordinary course of the Debtor's business in any manner consistent with the provisions of this security agreement. If the Debtor desires to change its principal place of business or mailing address from that described in Schedule 11A or if the Debtor wishes to move its records and accounts from that described in Schedule 11A, or if the Debtor wishes to move the Production negatives or the positive copies of the Production from the locations described in Schedule 11A, the Debtor shall notify the Secured Party of the relevant change and do all such acts and execute all such documents as are required by the District Council to effectively preserve and perfect the Secured Party's security therein in the jurisdiction to which such assets have been moved. For clarity, nothing herein shall require Debtor to notify the District Council of the removal by any distributor of prints incorporating the Production.
- 6.04** The Debtor shall defend its own rights in Collateral against the claims and demands of all persons. The Debtor shall use its best efforts to maintain the negative and positive copies of the Production in Debtor's possession in a condition and state of repair that preserves the value of such Collateral. The Debtor will not knowingly commit or permit damage to or destruction of the negative of the Production.
- 6.05** The Debtor shall notify the Secured Party promptly of:
- (a) any material change in the information contained in this agreement (including the schedules hereto) relating to the Debtor, the Debtor's business or Collateral;
  - (b) the details of any change in name or address of the Debtor or location of Collateral;
  - (c) the details of any disposition of the negative of the Production;
  - (d) the details of any claim or litigation materially affecting the ownership of the Collateral;
  - (e) any material loss of or damage to Collateral;
  - (f) any material default known to Debtor by any distributor or broadcaster which materially affects the likelihood of further use fees to the District Council in respect of the Production.
- 6.06** The Debtor will conduct its business and affairs in a proper and efficient manner in accordance with applicable law and keep records relating to the Production in accordance with generally accepted accounting procedures. The Debtor shall pay all charges, taxes, assessments, claims, liens and encumbrances relating to Collateral or the Debtor's business and affairs when the same become due. The Debtor will deliver to the Secured Party promptly such information concerning Collateral, the Debtor and the Debtor's business and affairs as the Secured Party may reasonably request.

## **7.00 SUBORDINATION OF THE DISTRICT COUNCIL SECURITY AGREEMENT**

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- 7.01** The District Council acknowledges and agrees that the Security Interest will rank subordinate to security interests of the following: chartered bank, trust company or other recognized lending institution; government funded financiers, and (subject to the prior written approval of the District Council) other lenders or financiers who specifically require priority providing project financing in respect of the Production.
- Specifically in respect of the Production the District Council hereby acknowledges and agrees that its Security Interest hereunder ranks subordinate to the security interests, whether registered or otherwise, of the secured parties set out in the security agreement with respect to the Debtor and the Collateral.
- 7.02** The District Council further acknowledges that Producer, or its assigns, affiliates or successors, have licensed and may from time to time license certain rights in the Production to one or more distributors or licensees, which rights either have been or may be secured by security interests with respect to rights granted to them. The District Council agrees that so long as all statements of receipts and payments have been timely paid or made by such distributor or licensee to Producer with respect to the rights and territories granted to such distributor or licensee, the District Council will not disturb the peaceful and quiet enjoyment of the rights granted to such distributor or licensee, nor attempt to enjoin, impair or interfere with the exercise of its rights.
- 7.03** In the event that the Producer defaults (as per Article 8 below) and fails to adequately assert or protect its contractual or other rights to receive payments from third parties, pursuant to licensing or distribution agreements or the like, the Debtor agrees that the District Council shall have the right of subrogation and it shall be entitled to take any steps it deems necessary for the protection of such rights, including, but not limited to, the right to commence any legal action in the place of the Debtor. However, any such step or action shall be in the District Council's name and at the District Council's sole expense. The District Council shall be reimbursed for any and all reasonable costs of the action, audit, or the like in first position from any funds recovered. All recovered funds shall be directed to be paid and held by a trustee, who will disburse such funds in accordance with entitlement.



## 8.00 EVENTS OF DEFAULT

**8.01** The Debtor shall be in default under this security agreement upon occurrence of any of the following:

- (a) Non-payment when due, whether by acceleration or otherwise, of any amounts secured by this security agreement, or the failure to comply with any provisions of the Standard Agreement in any material way.
- (b) Failure to comply within thirty (30) days after written notice from the Secured Party demanding compliance with any provision contained in the Standard Agreement or this security agreement and if compliance is not practically possible, failure to take steps that will produce compliance as soon as is reasonably practical.
- (c) If any representation or statement made or furnished in this security agreement or under the Standard Agreement to the Secured Party by or on behalf of the Debtor proves in any material respect to have been false when made or furnished.
- (d) Bankruptcy of the Debtor; the filing against the Debtor of a petition in bankruptcy if such petition remains uncontested for thirty (30) days; the making of an authorized assignment for the benefit of creditors by the Debtor; the appointment of a receiver, trustee, or liquidator for the Debtor or for any asset of the Debtor if such appointment continues for thirty (30) days or more; or the institution by or against the Debtor of any type of insolvency proceeding or creditor re-arrangement.

## 9.00 SECURED PARTY RIGHTS AND OBLIGATIONS

**9.01** In addition to the rights granted herein, the Secured Party may enforce any other rights and remedies it may have at law or in equity, and specifically shall have all rights and remedies of a secured party under the Legislation. All rights and remedies of the Secured Party shall be cumulative.

**9.02** The Secured Party shall have the right at any time upon reasonable notice to confirm the existence and state of Collateral in any manner the Secured Party may consider appropriate and the Debtor agrees to furnish all assistance as the Secured Party may reasonably request in connection therewith. Upon the occurrence of an event of default, the Debtor grants to the Secured Party or its agents access to all places where Collateral may be located and to all premises occupied by the Debtor for the purposes of inspection or obtaining possession.

**9.03** The Secured Party may appoint by instrument a receiver or other person to act on its behalf before or after default or in any insolvency or like proceedings (receiver includes a receiver-manager). The appointee has all the powers of the Secured Party under this security agreement. In addition, on instructions from the Secured Party, the receiver shall be entitled in connection with any enforcement proceeding hereunder to carry on the business of the Debtor in respect of the Production with all the powers that the Debtor would have to operate its business for such time as the receiver determines advisable and in the best interest of the Secured Party.

**9.04** The Secured Party may, subject to Debtor's rights under the Legislation, take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give binding receipts and discharges therefor. The Secured Party in possession may, subject to Debtor's rights under the Legislation, use Collateral as it sees fit, providing that any income from Collateral is applied to the Debtor's account. Upon default, the Secured Party may also, subject to Debtor's rights under the Legislation, sell, lease or otherwise dispose of Collateral in any commercially reasonable manner.

**9.05** At any time after the occurrence of an event of default, the Secured Party may direct account debtors of the Debtor in respect of the Production to make all payments owing to the Debtor directly to the Secured Party by notifying such account debtors of the Secured Party's interest, either before or after default; and upon notice from the Secured Party to the Debtor, any payments received by the Debtor in respect of the Production whether before or after notification to account debtors, shall be held by the Debtor in trust for the Secured Party in the same medium in which received, shall not be commingled with any assets of the Debtor, and shall be turned over to the Secured Party forthwith upon receipt.

**9.06** The Debtor agrees to pay, subject to limitations under the Legislation or Standard Agreement, all charges, including solicitors', auditors', receivers' or like persons' costs and remuneration or other expenses reasonably incurred by the Secured Party or other party appointed by the Secured Party in operating the Debtor's accounts but the Secured Party shall pay the fees and expenses of preparing or otherwise enforcing the terms of this security agreement.

**9.07** No variation, amendment (except for any schedule which may be added hereto pursuant to the provisions of this agreement) or waiver of any provision of this security agreement shall be effective unless made by written agreement executed by the parties to this security agreement. The Secured Party may remedy any default or perform any duty of the Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. The Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with Collateral and other securities as the Secured Party may see fit without prejudice to the liability of the Debtor, or the Secured Party's right to hold and realize Collateral.

## 10.00 SUCCESSOR INTERESTS

**10.01** This security agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns.

## **11.00 APPLICABLE LAW**

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**11.01** This security agreement shall be governed by the laws of the Province governing the Standard Agreement.

## **12.00 TERMINATION**

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**12.01** Upon provision to the District Council of a purchaser's assumption agreement, or a distributor's assumption agreement or a distribution guarantee in accordance with the provisions of the Standard Agreement, the District Council shall be deemed to have discharged its security interest and the District Council shall, at the written request and at no cost to Debtor, cancel and discharge all security interests under this security agreement and execute and deliver to the Debtor such deeds or other instruments (collectively, "Release Documents"; individually, a "Release Document") as shall be required to effect such discharge and to register notice of such discharge under the Legislation and such other jurisdictions as the Secured Party may have registered its security interest. If within ten (10) business days of notice from Debtor requesting any such Release Document, the District Council fails to execute and deliver it or to provide to Debtor notice specifying with particularity the District Council's objection to so doing, then the District Council hereby irrevocably appoints Debtor its true and lawful attorney in fact to execute, deliver, file and record on its behalf and in its name such Release Documents. Debtor will promptly provide the District Council with a true and complete copy of each Release Document executed by Debtor under this paragraph along with full information regarding each jurisdiction where it has been registered, filed or recorded.

# SCHEDULE 12 Distribution Guarantee (For Approved Distribution Guarantors – See Core Article 14.10(c))

The approved distribution guarantor shall sign the following Distribution Guarantee and forward it to the local District Council office.

PRODUCTION: \_\_\_\_\_

DATE: \_\_\_\_\_

GUARANTOR: \_\_\_\_\_  
 (print name)

PRODUCER: \_\_\_\_\_  
 (IF NOT GUARANTOR) (print name)

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

FAX: \_\_\_\_\_

Address at which Guarantor keeps its records concerning accounts and contracts (if different than above): \_\_\_\_\_

The negatives in connection with this Production will be processed by: \_\_\_\_\_

The positive copies in connection with this Production will be processed by: \_\_\_\_\_

The Guarantor has the following distribution rights in respect of the Production: \_\_\_\_\_

MEDIA	TERRITORY	TERM

**WHEREAS** the Producer is a party to the 2019–2021 DGC/CMPA Standard Agreement between the Canadian Media Producers Association (CMPA) and the Directors Guild of Canada \_\_\_\_\_ District Council (the “District Council”) dated January 1, 2019 (the “Standard Agreement”);

**AND WHEREAS** the Production was produced by the Producer under the terms and conditions of the Standard Agreement;

**AND WHEREAS** pursuant to Core Articles 14.09, 14.10 and 14.11 of the Standard Agreement, the District Council has agreed to release other forms of security which it may hold in respect of the Production provided that Producer provides the District Council with a Distribution Guarantee from an approved distribution guarantor in this form;

**AND WHEREAS** the District Council has accepted Guarantor as an approved distribution guarantor;

NOW THEREFORE the parties hereby agree as follows:

1. In consideration of the District Council releasing and/or foregoing other forms of security which it may hold in respect of the Production, the Guarantor hereby unconditionally guarantees the performance of the reporting requirements with respect to the distributing rights which Guarantor has in the Production, as set out above, and unconditionally guarantees the payment of all amounts which may become due pursuant to the Standard Agreement, in respect of the distribution, exhibition or exploitation of the Production in all media and territories in respect of which the Guarantor holds distribution rights as set out above, including Director Rights Acquisition Fees and all other amounts payable after production pursuant to the Standard Agreement that are now due or may become due to any Guild Member or the District Council (the “District Council”).
2. The District Council shall execute any and all documents necessary to discharge and terminate any and all security interests or encumbrances of any kind in relation to the Production in respect of the media, territories and term set out above, that the District Council holds which were previously granted to the District Council and shall file such documents with the appropriate Government agency.
3. If the Guarantor transfers any interest in the distribution rights set out above to a third party and desires to be relieved of its obligations attached to those distribution rights, Guarantor shall be released from this Guarantee to the extent that those distribution rights are transferred, on delivery to the District Council of a Security Agreement pursuant to Core Article 14.10(b) or a Distribution Guarantee or Distributor’s Assumption Agreement from another approved distribution guarantor.



# SCHEDULE 13 Distribution Assumption Agreements (See Core Article 14.13)

The Distributor shall sign the following Distributor's Assumption Agreement on its own letterhead and forward it to the local District Council office.

Whereas (the "Distributor") is an approved distribution guarantor, and has acquired from \_\_\_\_\_ (the "Producer")

certain rights in the Production entitled: \_\_\_\_\_ (the "Production")

And whereas the Production was produced pursuant to the 2019 – 2021 Standard Agreement between the Canadian Media Producers Association (CMPA) and the Directors Guild of Canada, \_\_\_\_\_ District Council (the "District Council");

The parties hereto agree as follows:

1. In consideration of the District Council agreeing to the licence of the rights described herein in the Production to the Distributor, the Distributor agrees that it, its successors, assigns and related companies that are not dealing at arm's length (collectively "the Distributor"), are bound by all continuing obligations contained in the Standard Agreement to remit Director Rights Acquisition Fees and all other amounts payable after production pursuant to the Standard Agreement. The Distributor acknowledges receipt of the Standard Agreement and warrants that all Director Rights Acquisition Fees and all other amounts payable after production that shall become due and payable pursuant to the Standard Agreement shall be paid under the terms and conditions contained in the Standard Agreement.
2. The Distributor is distributing or licensing the Production:
  - (a) (i) in perpetuity (i.e. for the period of copyright and any renewals thereof), or  
(ii) for a limited term of \_\_\_\_\_ years.
  - (b) Territories: (please provide list) \_\_\_\_\_
  - (c) Media: (please provide list) \_\_\_\_\_
  - (i) \_\_\_\_\_
  - (ii) \_\_\_\_\_
  - (iii) \_\_\_\_\_
  - (iv) \_\_\_\_\_
  - (v) \_\_\_\_\_
3. The Distributor acknowledges and agrees that its right to distribute or license the Production or to in any way exploit the rights in the Production that it is licensing shall be subject to and conditioned upon the prompt payment of Director Rights Acquisition Fees and all other amounts payable after production pursuant to the Standard Agreement to the District Council. It is agreed that the District Council shall be entitled to pursue all remedies available at law in the event that such payments are not made when due in addition to the remedies provided for in the Standard Agreement.
4. The Distributor acknowledges that all payments are due within the time limits set out in accordance with the provisions of the Standard Agreement. The Distributor shall also make available for inspection by the District Council all statements delivered to the Producer or to Government funding agencies or financiers regarding gross revenues. Any payments received after the due date shall be subject to interest at the rate of interest set out in the Standard Agreement, and shall be payable in addition to all amounts payable under Article DR19.02 of the Directors' Schedule.
5. The Distributor acknowledges its obligation that while it is holding Director Rights Acquisition Fees and all other amounts payable after production pursuant to the Standard Agreement, prior to their disbursement, such monies are deemed to be held in trust for the Guild Members until disbursement to the District Council. In the enforcement of this article, the District Council, subject to its rights as a creditor, shall agree to not hold any employee of a Producer (or Distributor) liable for negligence, provided the said employee acts in a bona fide fashion.
6. As the Producer has executed a security agreement and financing statement in favour of the District Council, the Producer acknowledges and agrees that its right to exploit the Production is subject and subordinate to the District Council's interest. The District Council agrees that so long as all the continuing obligations contained in the Standard Agreement with respect to the Guild Members in the Production are remitted in a timely manner, it will not exercise any rights under its security agreement which would in any way interfere with the Purchaser's rights in respect of the Production.
7. The Distributor will only be relieved of its obligations to the District Council upon any sale or other disposition of the Production or any rights in the Production to a third party if the third party which acquires the Production or any such rights signs an Assumption Agreement in this form with Distributor and the District Council.
8. The District Council hereby relieves the Producer of its obligations under the Standard Agreement with respect to the Production.
9. The parties hereto acknowledge that any dispute arising from the interpretation, administration or enforcement of the Agreement and the relevant articles of the Standard Agreement shall be submitted to final and binding arbitration under Core Article 10.

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

Per: \_\_\_\_\_ Per: \_\_\_\_\_  
(Distributor) (signature)

Per: \_\_\_\_\_ Per: \_\_\_\_\_  
(Producer) (signature)

Directors Guild of Canada \_\_\_\_\_ District Council

Per: \_\_\_\_\_  
(print name/title)

## SCHEDULE 14 Purchaser's Assumption Agreement (See Core Article 14.12 (a))

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Whereas \_\_\_\_\_ ("Purchaser") has acquired  
from \_\_\_\_\_ ("Producer") the production  
entitled \_\_\_\_\_ ("Production");

And whereas the Production was produced pursuant to the 2019 – 2021 DGC/CMPA Standard Agreement between the Canadian Media Producers Association (CMPA) and the Directors Guild of Canada \_\_\_\_\_ District Council (the "District Council");

The parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the Standard Agreement with respect to the Guild Members in the Production; and, without limiting the generality of the foregoing, the Purchaser will pay when due all payments required by the Standard Agreement to be paid by the Producer to or for the Guild Members in respect of the Production.
2. As the Producer has executed a security agreement and financing statement in favour of the District Council, the Producer acknowledges and agrees that its right to exploit the Production is subject and subordinate to the District Council's interest. The District Council agrees that so long as all the continuing obligations contained in the Standard Agreement with respect to the Guild Members in the Production are remitted in a timely manner, it will not exercise any rights under its security agreement which would in any way interfere with the Purchaser's rights in respect of the Production.
3. The Purchaser will be relieved of its obligations to the District Council upon any sale or other disposition of the Production only if the party which acquires the Production signs an Assumption Agreement in this form with Purchaser and the District Council.
4. The District Council hereby relieves the Producer of its obligations under the Standard Agreement with respect to the Production.

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

Per: \_\_\_\_\_  
(Distributor)

Per: \_\_\_\_\_  
(signature)

Per: \_\_\_\_\_  
(Producer)

Per: \_\_\_\_\_  
(signature)

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

Directors Guild of Canada \_\_\_\_\_ District Council

Per: \_\_\_\_\_  
(print name/title)

**SCHEDULE 15 Alternate Letter Regarding Production Obligations and Distribution Rights (see Core Articles 14.09(h) and 14.10(d))**

The Producer/Distributor shall sign the following letter of agreement and forward it to the local District Council office for signature.

This Guarantee Letter may only be completed pursuant to Core Articles 14.09 (h) and 14.10 (d).

Letter dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Re: \_\_\_\_\_  
(Identify Picture) (Identify Producers)

**Attention:** Directors Guild of Canada, \_\_\_\_\_ District Council ("**District Council**")

1. The undersigned entity, \_\_\_\_\_, specifies that it is an Approved Distributor/Guarantor ("Guarantor") which is up to date in its reporting obligations to the District Council and other payments to Guild Members.

\_\_\_\_\_ is the Producer of \_\_\_\_\_, the Picture.  
[insert Signatory Production Company] [insert Picture title]

2. The undersigned Guarantor understands that the Producer has executed a Bargaining Authorization and Voluntary Recognition Agreement pursuant to the Standard Agreement and is required, pursuant to the terms and conditions of the Standard Agreement, to make payments with respect to the Picture which include but are not limited to, Director rights acquisition fees, insurance and retirement plan contributions and deductions and District Council Remittances.

3. The undersigned Guarantor guarantees the payment of all the Producer's monetary obligations with respect to the production of the Picture that are now due or may become due to any Guild Member or the District Council pursuant to the Standard Agreement. This guarantee applies to the Picture only and shall be in lieu of the Producer's obligations pursuant to Core Article 14.08 or 14.09 of the Standard Agreement and is a continuing guarantee binding upon the Guarantor and its successors and assigns, and inuring to the benefit of, and enforceable by, the District Council.

4. The undersigned Guarantor owns the following distribution rights of the Picture:


*If Guarantor does not own all distribution rights, please specify the distribution rights owned by territory, media and term, e.g. North American–Theatrical – ten (10) years*

5. In addition to the monetary obligations with respect to the production of the Picture discussed in Paragraph 3 above, the undersigned Guarantor guarantees the payment of any Director rights acquisition fees which may become payable with respect to the Distribution rights enumerated in Paragraph 4 above pursuant to the Standard Agreement. This guarantee applies to the Picture only and shall be in lieu of the Producer's obligations pursuant to Core Article 14.08 or 14.09 of the Standard Agreement with respect to the distribution rights enumerated in Paragraph 4. This guarantee is binding upon the Guarantor and its successors and assigns, and inuring to the benefit of, and enforceable by District Council, subject only to satisfaction of the requirements of Paragraph 7 below.

6. The right of Guarantor to distribute exhibit or exploit the Picture in the territory, media and term described in Paragraph 4 above shall be subject to and conditional upon the prompt payment of Director rights acquisition fees due in accordance with the Standard Agreement. It is expressly understood that so long as such payments are made, neither the District Council, nor any Guild members shall interfere with the Guarantor's quiet enjoyment of its right to distribute, exhibit or exploit the Picture in the media and territory described in Paragraph 4 above. In consideration of the Guarantor executing this guarantee, the District Council shall execute any and all documents necessary to discharge and terminate any and all security interest or encumbrances of any kind in the picture that they hold or control jointly or severally which was previously granted to them by the Producer, and shall file such documents with the appropriate government agency within ten (10) days of executing this guarantee.

7. If the Guarantor transfers any interest in the distribution rights enumerated in Paragraph 4 to a third party and desires to be relieved of its obligations attached to those distribution rights, the Guarantor warrants that it shall require that third party, as a condition of such transfer, to satisfy the requirements of Core Article 14.09 of the Standard Agreement with respect to those transferred distribution rights, or execute a Letter of Guarantee that is acceptable to the District Council, the Guarantor and such third party. The District Council will not unreasonably withhold acceptance of such Letter of Guarantee however, the third party must also satisfy the conditions in Core Article 14.10 of the Standard Agreement. In either case, the Guarantor shall be relieved only of its obligations attached to those distribution rights which are transferred.

8. Guarantor agrees, with respect to Director rights acquisition fees only, that for purposes of verifying the propriety of payments made pursuant to the Standard Agreement, the District Council, subject to a confidentiality agreement mutually agreed upon by the Guarantor and the District Council, shall have access to and shall be entitled to examine and audit at annual intervals, at the normal place of business and during normal business hours, those books, records, receipts and any other documents reasonably necessary to confirm entitlement to, and to calculate the payment of Director rights acquisition fees.

9. Nothing herein is intended, nor shall it be construed, to impose any greater monetary obligations on the Guarantor than would apply to a Producer under the Standard Agreement.

10. The Guarantor shall have thirty (30) days from the date notice is served to cure any default. Any demands against Guarantor for a default by the Producer shall be in writing, and must be addressed to the party to receive the notice at the following address or to such other address as a party hereto may hereafter specify pursuant to this paragraph and shall be transmitted by: (a) personal delivery; or (b) registered mail, postage prepaid, return receipt requested; or (c) teletype with a copy by mail.

When demand is made by personal delivery, notice will be deemed to have been duly given immediately upon such personal delivery. When demand is made pursuant to (b) or (c) above, it shall be deemed to have been served five (5) business days from the date of mailing.

**Guarantor:** \_\_\_\_\_  
(Signature)

**Directors Guild of Canada,** \_\_\_\_\_ District Council

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

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

Fax/Email: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

Signed By \_\_\_\_\_

(Please type in name and title)

## SCHEDULE 16 Documentaries

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With respect to each Guild Member (including but not limited to a Director) who is engaged to work in a Guild category on a Documentary, the Producer must engage such Guild Member subject to the terms of this Agreement, except as is provided herein.

There shall be no minimum rate applicable to the services provided by the Guild Member and the rate of remuneration shall be subject to negotiation between the Guild Member and the Producer.

Regardless of the Budget of the Production, the fringe package applicable to that Guild Member is the applicable package for Tier E.

Subject to the terms herein, the "monetary" provisions of the Agreement shall not be applicable to the Guild Member and the "non-monetary" provisions shall be applicable. For greater clarity, any and all monetary terms, including but not limited to a Director Rights Acquisition Fee are negotiable between the Guild Member and the Producer.

For greater clarity, the "reservation of rights" provisions in Article DR25.00 and the "ISAN" provisions in Article DR24.00 are applicable to the Director of a Documentary.

Nothing in this letter nor in the Agreement shall prevent the Producer from engaging a non-Guild Member to perform any duties in relation to a Documentary.