

STANDARD AGREEMENT 2024

Between



and

(Production Title)

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ARTICLE 1 DEFINITIONS

Unless otherwise specifically defined herein, the terms used shall be given the common meaning in the film and television industry.

1.1 Accounting Department

The Accounting Department shall consist of the job classifications defined in article 10 as comprising that department.

1.2 Adherence Agreement

Adherence Agreement is a standard agreement by virtue of which a Producer, inter alia, recognizes the District Council as bargaining agent on behalf of Guild Members and recognizes the Producer's representative, as the bargaining agent on behalf of the Producer, and agrees to be bound by the terms and conditions of the Standard Agreement with respect to the production of Motion Pictures.

1.3 Art Department

The Art Department shall consist of the job classifications defined in article 10 as comprising that department.

1.4 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.

1.5 Call

Call means notification to a Guild Member of the place and hour of the start of work.

1.6 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

1.7 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.

1.8 Dailies

Dailies means the screening of the photography done on the immediately previous Work Day. Dailies can also be called "rushes".

1.9 Day

Day means a calendar Day, unless otherwise specified.

1.10 DGC or Directors Guild of Canada or Guild

DGC, Directors Guild of Canada or the Guild is a national labour organization.

1.11 Distant Location

Distant Location is any location where a Guild Member is required to remain away and be lodged over-night. The Day of departure and the Day of return shall be deemed to be Distant Location Days.

1.12 District Council

District Council means the Quebec District Council of the DGC.

1.13 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.

1.14 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 10 of the Standard Agreement.

1.15 Loan-out Corporation

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

1.16 Motion Picture

Motion Picture means a Production for all platforms: cinema, television and digital platforms.

1.17 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.

1.18 Over-scale

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

1.19 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 the Standard Agreement. Permittee is deemed to include a Loan-out Corporation.

1.20 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.

1.21 Production

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

1.22 Production Department

Production Department shall consist of the job classifications defined in article 10 as comprising that department.

1.23 Remittance

Remittance is a payment due from the Producer to the District Council under the Standard Agreement, including Member's check-off, administration and permit fees, retirement contributions, and health and welfare payments as per the Standard Agreement.

1.24 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.

1.25 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 5 consecutive Days in any consecutive 7 calendar Days.

ARTICLE 2 RECOGNITION, TERRITORIAL JURISDICTION, PURPOSE AND SCOPE, NEGOTIATION AND ADMINISTRATION OF THE STANDARD AGREEMENT

2.1 Recognition of Bargaining Unit

- (a) For positions recognized under the Status of the Artist Legislation (L.R.Q., chapter S-32.1), the Producer recognizes the Quebec District Council as the exclusive bargaining agent for and representative of all Guild Members, with respect to those job classifications set out in this Agreement 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) For positions not recognized under the Law of the Status of the Artist Legislation (L.R.Q., chapter S-32.1), the Producer recognizes the Quebec District Council as the exclusive bargaining agent for and representative of all Guild Members, with respect to those job classifications set out in this Agreement 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.
- (c) 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.

2.2 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 Council, all Guild Members, and the Producer.

2.3 Scope of Agreement

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

2.4 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 Council, and the Producer are 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) Adhesion Agreement

Any Producer who agrees to become a party to this Agreement shall sign the Adhesion Agreement as attached, acknowledging that the District Council is the exclusive bargaining agent for classifications set out in article 10 and subject to any letters of understanding, and signifying its acceptance of the terms and contained herein. The Adhesion 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 District Council prior to contracting a Guild Member.

2.5 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 Annex 4 and the Standard Agreement hereafter, with that person.

ARTICLE 3 PROTECTION OF BARGAINING AUTHORITY AND BARGAINING

3.1 Conflicting Agreements

Subject any letter of understanding, the Producer will not enter into any agreement with any other guild, union or labour organization with respect to the work in any category or job classification covered by this Agreement. 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 - so that the District Council may take action to protect the work opportunities of Guild Members.

3.2 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.

3.3 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 3.1 above is intended, nor shall it be construed, either to enlarge or diminish the nature of the duties and the work described in those classifications listed in article 10 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.

3.4 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 District Council category without the express prior written consent of the Guild Member.

3.5 No Contracting Out

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.

3.6 District Council Access to Studio or Location

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.

ARTICLE 4 APPLICABLE LEGISLATION

4.1 Governing Laws

The laws of the province of Quebec shall govern this Agreement.

4.2 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.

4.3 Harassment

- (a) Harassment is any conduct or comment which is known, or ought reasonably to be known, to be unwelcome or offensive, which creates an intimidating working environment, or which denies individual dignity and respect.
- (b) When such harassment occurs, the offended party shall make known to the harasser, or the Producer's representative, that it is unwelcome behaviour. Should the behaviour continue, it must be reported to the Producer's representative who, at the discretion of the Guild Member, may inform the District Council; or to the District Council business agent who shall inform the Producer. The Producer has a duty to take immediate steps to investigate the complaint in as discreet and confidential a manner as possible, and to take appropriate action, up to and including dismissal, against any person found to have violated this article.
- (c) In the circumstances outlined above, the Producer may request relief from the provisions of article 21, in order to terminate a Guild Member's Contract for Services without further remuneration beyond the last Day of engagement. The District Council may grant such relief, provided it is satisfied that such termination of the Guild Member's Contract for Services is appropriate.
- (d) If the Producer and the District Council are in dispute with respect to any matter arising from the application of this article, either party to the dispute may refer the matter to the grievance and arbitration procedures of article.
- (e) **Sexual Harassment**
For the purpose of this article, 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.

4.4 Harassment complaints

A complaint to the Producer or the District Council regarding article 4.3 will in no way prejudice the complainant's engagement.

ARTICLE 5 PRODUCER'S RIGHTS AND RULES

5.1 Producer's Rights

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.

5.2 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 District Council.

ARTICLE 6 DISTRICT COUNCIL SECURITY AND HIRING

6.1 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, 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.

6.2 Hiring Rules

The District Council shall maintain a list of its Members and, upon request from a Producer will provide it with the appropriate classifications listed in this Agreement.

6.3 Producer May Call

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

6.4 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.

6.5 Issuance of Work Permits

If the Producer can demonstrate that the presence of such a person is necessary, the District Council, in its reasonable discretion, may issue a work permit to a non-Guild person, "Permittee". The Producer shall not engage such person to work on the Motion Picture until the Producer agrees to pay the work permit fee set out below, the District Council processes the request for a work permit and, if necessary, the person has been cleared by Human Resources and Social Development Canada. 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.

6.6 Work Permits

If the Producer requests of the District Council a work permit, the request shall be made on ten (10) Days written notice by completing the form as per Annex 2 or 3, with a copy of the request made to the Resources Development Canada if applicable 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 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.

6.7 Automatic Work Permits

DGC Quebec will automatically grant work permits for individuals who satisfy any of the following criteria, and who are not eligible for Membership in the DGC:

- (a) For 1st Ads and Production Designers with an established working relationship (generally defined as working together on at least three (3) projects) with the Director, producing Director, showrunner, a producer of the Producer's parent company, and/or the studio.
- (b) For non-Canadian Production Designers, where the attachment of the Production Designer for the Production occurred prior to the selection of Canada as the filming location.
- (c) For non-Canadian Directors, where the Director's participation in the Production is an essential element to the completion, and/or funding of the Production, and/or the Director has been involved with or attached to the Production since development.
- (d) For continuity on a Production that is primarily based and/or shooting the majority of principal photography outside of the District Council's jurisdiction.

6.8 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 District Council 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.

6.9 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.

6.10 Termination of Engagement for Failure to Remit Work Permit Fee

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.

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.

6.11 Alternate Arrangements

- (a) Prior to consideration of any alternate arrangements, the District Council must first grant a permit under article 6.6.
- (b) A person who is a member in good standing of the DGA, BECTU, U.S. I.A.T.S.E., Director's U.K. 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 grievance 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.
- (c) 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.
- (d) A work permit issued to a person subject to alternate arrangements under article this article 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.
- (e) Where the District Council grants the approval for alternate arrangements under this article 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.

6.12 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.

ARTICLE 7 STRIKES AND LOCKOUTS

7.1 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 7. 2 and subject to the terms of this Agreement, including but not limited to articles 6.7 and 12.7(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 12.7.

7.2 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 9 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 - seven (7) Days in advance of an unfair declaration, or one (1) Day in advance where the production is in its last week of principal photography.
- (c) Guild Members shall be required not to work or provide services to a Producer declared unfair by the District Council, and shall be entitled to withdraw or withhold services from the Producer in relation to any production.
- (d) Where a Producer is declared unfair and Guild Members do not work or provide services to the Producer (regardless of whether or not the District Council has so instructed its Members or authorized such action), then the Producer shall not be entitled to file a grievance under article 9 herein, and no damages shall be payable nor any other relief granted to the Producer as against the Guild Members, the DGC or the District Council, and its members, officers, employees or agents.
- (e) The unfair Producer declaration shall be revoked by the District Council once all matters referenced above have been resolved as between the parties.

7.3 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.

ARTICLE 8 CONSULTATION

8.1 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 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 of the Motion Picture,
- (e) Approximate starting and production dates;
- (f) Name address, telephone number, facsimile number and email address 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 number for the Motion Picture, when available.

8.2 Producer Information

The Producer shall provide the District council 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.

8.3 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.

ARTICLE 9 GRIEVANCE AND ARBITRATION

9.1 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, 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.

9.2 Grievance Defined

- (a) A grievance is defined as a dispute between the following parties: the District Council and a Producer the District Council on behalf of a Guild Member or Guild Members, and a Producer, 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 arbitral. 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. The District Council, and not the Guild Member, shall have exclusive right to retain and instruct counsel in all respects relating to the grievance, the grievance and arbitration procedure, any arbitration hearing and any judicial review or court action arising therefrom.
- (c) With respect to either deliberate or negligent acts or omissions by a Guild Member, the Producer may only commence civil litigation proceedings against that Guild Member to address any loss or damage incurred by the Producer.

9.3 Informal Dispute Resolution

- (a) Notwithstanding article 9.2(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.

9.4 Initiating Grievance Procedure

- (a) In the event that the dispute is not informally resolved in accordance with article 9.3, 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"). 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, 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.

9.5 Arbitration 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 arbitral, will be referred to arbitration.

9.6 Notice

Within five (5) business Days of the grievance meeting, the referring party may give written notice to the other parties attending the grievance 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.

9.7 Place of Arbitration

Within ten (10) business Days of the notice of the intent to refer described in article 9.6, 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.

9.8 Documentation

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 Producer 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:

- (a) Identifying the issues in the grievance;
- (b) Outlining the relevant facts of the grievance and;
- (c) Identifying the remedy sought.

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

9.9 Arbitrator Selection

A single arbitrator shall hear all arbitral 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, one of the parties may ask the Minister of Culture and Communications to appoint an arbitrator.

9.10 Powers of Arbitrator

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

- (a)** Have all necessary powers to hear and determine the real subject of the grievance and issue a decision according to the merits and containing whatever disposition they deem is just and equitable;
- (b)** Have the power to determine their own procedure including receiving such evidence as they in their sole discretion deem relevant and trustworthy, the whole having regard to the principles of fairness and natural justice; and
- (c)** Award damages where appropriate in lieu of reinstatement.
- (d)** The arbitrator 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 and the Producer.
- (f)** The decision of the arbitrator shall be issued in writing to the parties to the dispute, 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.
- (h)** If necessary the arbitration provisions of this Agreement shall apply for the purpose of commercial arbitration legislation.

ARTICLE 10 CLASSIFICATIONS

10.1 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.

10.2 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 9.

10.3 Promotion and Demotion

- (a) A Guild Member who is assigned, in accordance with the terms of this Agreement, to a higher-paying job classification than the classification for which the Guild Member was engaged on the Motion Picture for two (2) hours or more shall receive the rate of remuneration and benefits for the higher classification for each Day that the Guild Member performs such duties for two (2) hours or more. In no case will the Guild Member receive less than the daily rate for the higher classification for each Day or part Day which the Guild Member performs the duties of the higher classification for two (2) hours or more.
- (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.

10.4 No Alteration of Job Titles

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

10.5 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.

10.6 Director

- (a) The Director is engaged by the Producer and directed 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 audio visual 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.

10.7 Second Unit Director

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

PRODUCTION DEPARTMENT

10.8 Production Manager

- (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 District Council 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) Without limitation, among the duties which the Producer must assign to the Production Manager are the coordination of or participation in the following:
- (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.
 - (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).

10.9 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.

10.10 First Assistant Director (1st AD)

- (a)** The First Assistant Director is the assistant to the Director. The First Assistant Director is engaged by the Producer in consultation with the Director. The First Assistant Director operates in cooperation with the Director applying artistic, technical and professional expertise as the on-set expeditor and is responsible for maintaining optimum coordination among crew categories and performers in order to maintain the pace required by the shooting schedule as set by the Director. The First Assistant Director, alone or in conjunction with the Production Manager, organizes pre-production, including organizing the crew, securing equipment, breaking down the script, preparing the strip board 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 are the coordination of or participation in the following:
 - (i)** Prepare script breakdown and strip board, 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 and PM. The First Assistant Director must be sent to each location site sufficiently prior to the commencement of photography to adequately perform the 1st 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.

10.11 Second Assistant Director (2nd AD)

- (a)** The Second Assistant Director is engaged by the Producer in consultation with the First Assistant Director as an assistant responsible to the First Assistant Director.
- (b)** Without limitation, among the duties, which the Producer may assign the Second Assistant Director are the coordination of or participation in the following:
 - (i)** Prepare the call sheets, handling extras' requisitions, and other required documents for approval by the First Assistant Director, the Production Manager, and the production office;
 - (ii)** Prepare the daily production report and end of Day paper work;
 - (iii)** Distribute scripts and script changes (after shooting has started), and call sheets to cast and crew;
 - (iv)** Distribute, collect, and approve extra vouchers, and placing adjustments as directed by the First Assistant Director on the vouchers;
 - (v)** Communicate advance scheduling to cast and crew;
 - (vi)** Aid in the scouting, surveying and coordinating of locations;

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

10.12 Third Assistant Director (3rd AD)

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.

10.13 Trainee Assistant Director (TAD)

The Trainee Assistant Director is engaged by the Producer as a Trainee to ensure the training of enough AD's to meet the present/ future needs of the film and television industry. No more than one (1) TAD per unit is allowed and the TAD cannot be called in before the 2nd or 3rd AD's and cannot leave after them. The TAD must be chosen among the DGC Availability List.

10.14 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.

10.15 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) The Assistant Location Manager may accompany the principal unit and/or the second unit on the various locations to ensure the proper use of the locations.

10.16 Location Scout (LS)

- (a) The Location Scout is engaged by the Producer in consultation with the Location Manager to act as an assistant responsible to the Location Manager.
- (b) Under the supervision of the Location Manager, the Location Scout will participate in the research of the sites either through file search or scouting.
- (c) For each location, the Location Scout will prepare detailed documentation to be transferred to the Location Manager. Documentation may include: photographs, coordinates and contact info sheets and any other pertinent information related to the location.

10.17 Trainee Assistant Location Manager (TAL)

The Trainee Assistant Location Manager is engaged by the Producer in consultation with the Location Manager as a Trainee to meet the present/ future needs of the film and television industry in the Locations Department. No more than one (1) TAL per unit is allowed. The TAL cannot take the position of an assistant Location Manager or a Location Scout and must be chosen from the DGC Availability List.

10.18 Storyboard Artist (SBA)

The Storyboard Artist is engaged by the Producer in consultation with the Director. The Storyboard Artist translates the script and the Director's vision into a series of panels of images to plan the shots and ensure continuity between them.

ART DEPARTMENT

10.19 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 or more departments, which may include, but are not limited to the Art Department, Set Dressings, Props, Wardrobe, Hair and Make-up, Camera, Lighting, Staging, Editing, Special Effects, Locations, Accounting and Visual/Digital Effects executed in Post Production.

(b) Responsibilities

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

10.20 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.

10.21 First Assistant Art Director (1AR)

The First Assistant Art Director is engaged by the Producer in consultation with the Art Director and/or Production Designer to perform those duties delegated by the Art Director and/or Production Designer. The First Assistant Art Director may function as the Art Department's representative on set and in the construction shop and makes decisions based on the Art Director's information. A First Assistant Art Director is familiar with Art Department budgeting and workflow.

10.22 Specialist Set Designer (SSD)

The Specialist Set Designer is engaged by the Producer in consultation with the Head of the Art Department to only perform such special tasks and who has qualifications strictly limited to the design and drawings of boats, trains, airplanes, missiles, outer space vehicles, furniture hardware or any other specialty which the parties may agree upon.

In the event that this Guild Member's specialty is required for a specific task, the Guild member may be taken out of classification to perform said specific task for the Producer. At the conclusion of said specific task, the Guild Member will then return to his assigned classification.

10.23 Set Designer (SD)

The Set Designer is engaged by the Producer in consultation with the Art Director and or Production Designer to perform those duties delegated by the Art Director and/or Production Designer.

A Set Designer is an experienced draft person who is in charge of the drawing functions of the Art department for construction of sets, locations surveys and locations modifications and fabrication of working models.

10.24 Illustrator (ILL)

- (a) The Illustrator is engaged by the Producer in consultation with the Art Director and/or Production Designer.
- (b) In collaboration with the Production Designer, the Art Director and other creatives, the Illustrator will create complete rendered illustrations by combining painting, photo collages and digitally created images to assist in the presentation and approval process.

10.25 Concept Artist (CART)

- (a) The Concept Artist is engaged by the Producer in consultation with the Art Director and/or Production Designer.
- (b) In collaboration with the Production Designer, the Art Director and other creatives, the Concept Artist using 2D and 3D tools will create a wide range of concepts and ideas including environments, architecture, creature and character design, vehicles, and props.

10.26 Second Assistant Art Director (2AR)

- (a) The Second Assistant Art Director is engaged by the Producer in consultation with the Head of the Art Department to perform duties delegated by the head of the Art Department or by the First Assistant Art Director.

- (b) Without limitation, a Second Assistant Art Director may be assigned duties, which include photographing locations, assembling visual research materials and managing Art Department assets.

10.27 Draft Person (DRFT)

(a) The Draft Person is engaged by the Producer in consultation with the Head of Department to perform those duties delegated by the Head of the Art Department.

- (b) Without limitation, a Draft Person may be assigned duties, which include drafting, drawing floor plans, measuring, surveying and fabrication of working models.

10.28 Art Department Coordinator (ADC)

The Art Department Coordinator is engaged by the Producer in consultation with the Head of the Art Department. Without limitation, among duties which are assigned to the Art Department Coordinator are the coordination and participation in setting up and closing down the Art Department offices, shops and warehouses, assisting the Art Director, Production Designer in building the preliminary art dept. budgets (Labour and construction), tracking and inputting data to produce a weekly cost report. Also, the Art dept. coordinator will produce construction workflow calendars as well as stage schedules if needed. The art Department Coordinator will assist the set decoration dept. with the locations prep & wrap schedules.

10.29 Assistant Art Department Coordinator (AADC)

The Assistant Art Department Coordinator is engaged by the Producer in consultation with the Art Department Coordinator to perform duties delegated by the Art Department Coordinator. Under no circumstances may an Assistant Art Department Coordinator work without the supervision of an Art Department Coordinator.

10.30 Art Department Trainee (Coordination, Art Direction, Drafts)

The Art Department Trainee is engaged by the Producer in consultation with the Art Director or the Art Department Coordinator to perform duties delegated by the Art Department.

The Art Department Trainee can assist either the Art Director, the Art Department Coordinator or a Draftsperson. The Art Department Trainee cannot be hired before an Assistant Art Department Coordinator, an Assistant Art Director or a Draftsperson is hired, depending on the position of the said trainee. No more than one (1) Art Department Trainee per each specialty (Coordination, Art Direction or Drafts) is allowed.

ACCOUNTING DEPARTMENT

10.31 Production Accountant

- (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.

10.32 First Assistant Production Accountant (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.

10.33 First Assistant Production Accountant (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.

10.34 Second Assistant Accountant

- (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.

10.35 Third Assistant Accountant (Clerk)

- (a) The Third Assistant Accountant is a Guild Member engaged by the Producer in consultation with the Production Accountant.

- (b) The duties of the Third Accountant include but are not limited to, data entry, processing of cheques, filing, auditing petty cash envelopes and other duties assigned by the Production Accountant.
- (c) The position requires a working knowledge of production accounting software and general computer literacy. As well, a working knowledge of basic accounting procedures is a prerequisite.
- (d) Nothing precludes Accounting personnel from performing duties in other classifications provided it is for training purposes.

10.36 Trainee Assistant Accountant

- (a) The Trainee Assistant Accountant is a Guild Member engaged by the Producer in consultation with the Production Accountant.
- (b) No more than one (1) Trainee Assistant Accountant per production is allowed.
- (c) The duties of the Trainee Assistant Accountant will be delegated by the Production Accountant. The position requires familiarity with bookkeeping practices, literacy, computer literacy and a willingness to learn.
- (d) Nothing precludes Accounting personnel from performing duties in other classifications provided it is for training purposes.

ARTICLE 11 CONTRACT FOR SERVICES

11.1 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 deal memo in the form set out in Annex 4 hereto must be signed by a responsible Production executive of the Producer and by the Guild Member and filed with the District Council. The deal memo shall contain the following information: name, loan-out company name (if applicable), home address, social insurance number, date of engagement, compensation rate, name of Motion Picture, ISAN number (if applicable) individual episode name and number, if applicable and basis of engagement (i.e., daily, weekly, specific term or extended term).
- (b) The terms of a deal memo 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.

11.2 Application to Existing Contract for Services

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

11.3 Type of Engagement

Each Guild Member must be engaged for at least one of the following guaranteed periods: daily, weekly, specific term or extended term. The type of engagement of each Guild Member must be specified in the deal memo.

11.4 Terms of 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.

11.5 Grievance and Arbitration

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

11.6 No Contract for Services to Contravene this Agreement

No Guild Member and no Producer shall enter into any deal memo 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 deal memo of each Guild Member for the entire term of the engagement. It is further agreed that the deal memo 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.

11.7 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.

11.8 Authority

- (a) A deal memo 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 Adherence 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.

11.9 Original Copies and Form Of Contract for Services

- (a) The Producer and the Guild Member shall execute the Deal Memo as per Annex 4. The Deal Memo may be executed in counterparts by electronic means and will be deemed effective as if it were the original document.
- (b) A copy of each deal memo, 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 electronically by the Producer to the District Council as soon as possible after execution.

11.10 Contract for Services No Less Favourable Than the Agreement

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

11.11 Contract for Services - Start Date

- (a) Each deal memo must specify the start date. The start date shall not be delayed by more than 7 Days.
- (b) Unless otherwise agreed by the Guild Member, should the start date be delayed more than 7 Days, then the Guild Member's deal memo will be deemed to have been terminated without cause by the Producer and the Producer will pay one 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.

11.12 Contract for Services - Finish Date

Each deal memo for a Guild Member engaged on a specific term or extended term basis must specify the finish date. The deal memo for a Guild Member engaged on a daily or weekly basis shall not require a specified finish date.

11.13 Extension, Renewal or Option

- (a) Where a deal memo contains provision for its extension or renewal, or an option clause with respect to same, the deal memo must specify the length of the extension, renewal or option period.
- (b) Where a Guild Member is engaged on a specific term or extended term engagement, the Producer must give the Guild Member at least two weeks' written notice of the Producer's intention to exercise its option or to extend or renew the deal memo.

- (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 deal memo 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 deal memo, then the Producer and Guild Member must specify in writing the type of engagement in accordance with article 11.3 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 deal memo.

11.14 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.

11.15 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 the Standard 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."

11.16 Production Design Credit for Subsequent Use

If the design is reused the Producer will, where possible, ensure that the Production Designer is accorded a credit.

ARTICLE 12 PAYMENT OF COMPENSATION AND SECURITY FOR PAYMENTS

12.1 Payroll Period

For the purposes of uniformity, the payroll period shall be from 12:01 a.m. of the first (1st) Day of the Work Week to 12 midnight of the seventh (7th) Day of the Work Week, and all times shall be computed in one quarter (1/4) hour increments. The Producer will make and remit the appropriate deductions in respect with all Provincial and Federal laws. 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.

12.2 Pay Day

Guild Members shall be paid no later than the fourth (4th) Work Day following the week worked. If a Saturday, Sunday, or holiday falls on a regular paid Day, payment will be made on the preceding Work Day. Every effort will be made by the 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.

12.3 Method of Compensation Payment

All compensation payments shall be made by cheque, or direct deposit. The Guild Member's 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.

12.4 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.

12.5 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. Copies of the time records and copies of all records under article 12.6 shall be sent to the District Council on a regular basis. 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.

12.6 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 and QST numbers.

12.7 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 14.3, Health and Safety Guild Member Prerogative; or
 - (ii) In cases where the failure to pay is as a result of bona fide dispute or error.
- (b) If the Guild Members are not paid within seven (7) calendar Days of the end of the preceding Work Week, the District Council may claim against the monetary guarantee or bond on behalf of such Guild Members, if not prohibited by law or court order.
- (c) The Producer must replenish the bond and pay any outstanding compensation and benefits before requesting the Guild Members to return to work.
- (d) A Guild Member's refusal to work under this article is not a breach of this Agreement, or the Guild Member's Contract for Services.
- (e) If the Guild Member refuses to work under this article, 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.
- (f) **Producer's Delay**

In the case where the Producer is late in paying the member or the Guild, daily interest will be charged starting from the 7th day following the due date of payment at the rate established in Article 28 of the *Tax and Administration ACT* (an Act respecting the *Ministère du Revenu*).

12.8 Security for Payments Due During Production

(a) Requirement for Security

The District Council is entitled to require a Producer to post, no earlier than 30 Days prior to the commencement of work by the Guild Members, a security for payment sufficient to cover 2 weeks' Gross Remuneration plus benefits 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 15 business Days and no later than 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 30 Days after the completion of principal photography.

(iv) Notwithstanding article 12.8 (b)(iii), the District Council shall be entitled to retain a maximum of \$15,000 of the cash bond following the completion of principal photography. The retained amount shall be released 30 days following the completion of postproduction.

(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 15 business Days and no later than 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 less any amounts in dispute, shall be released within 30 Days after the completion of principal photography.

(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 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 12.8 (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 16th Day following the date the payment is due.

(g) Production Guarantee

At the District Council entire discretion and notwithstanding article 12.8 (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 the company holding the copyrights to the film, as per Annex 5, Production Guarantee. The Producer shall give the District Council notice no later than 30 days prior to the start of principal photography of its intention to provide a Production Guarantee.

(h) Security Agreement

A Security Agreement shall be in the form set out in Annex 6. 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.

ARTICLE 13 LEAVES OF ABSENCE

13.1 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 one sick day as needed per month of employment on the production. 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 CNESST (Provincial worker's compensation Board).
- (d)** The Producer shall make reasonable efforts to accommodate necessary absences occasioned by attendance at medical or dental examinations, and official District Council business.

ARTICLE 14 HEALTH AND SAFETY

14.1 Legislation and Regulations

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

14.2 Safety Guidelines

In addition to the health and safety provisions herein, the Producer agrees to adhere to the "Safety Guidelines for the Film and Television Industry in Quebec". These Safety Guidelines as they now exist or as they may hereafter be amended shall be deemed to be incorporated, as if set forth in full in writing, into this Agreement.

14.3 Guild Member Prerogative

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

14.4 Health and Safety Representative

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

14.5 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.

14.6 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.

14.7 Discussion of New Devices

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

ARTICLE 15 REGULAR WORK DAY

15.1 Work Day

- (a) For Art and Accounting department classifications, the Work Day shall be 12 hours, including paid meal breaks in a 24 hour period. For Production department classifications, the Work Day shall be 14 hours, including paid meal breaks in a 24 hour period. The Work Day for a Director shall be based on a 24 hour period.
- (b) The Work Day commences at the Guild Member's Call time.
- (c) A Work Day starting on one calendar day and continuing into the following calendar day shall be deemed to be one Work Day, namely the Work Day on which work started.

15.2 No Split Shifts and No Standby Engagement

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

15.3 Work Week

The regular Work Week for all Guild Members shall be 5 consecutive Work Days followed by 2 consecutive days as regular days off. Any Work Week other than a regular Work Week, shall be deemed to be an irregular Work Week and shall require the prior express written consent of the District Council.

Production will declare individual Work Week for each Guild Member working off set before start of principal photography.

15.4 Shifting the Work Week

Once every four (4) shooting weeks, or more frequently where agreed by the District Council and Producer, the Producer may shift the work week by doing either or both of the following without incurring penalty:

- (a) Shift the work week forward by adding one (1) or two (2) additional Days off from the regular work week and begin the shifted work week on the following Day,
- (b) Shift the work week back:
 - (i) by one (1) Day, by changing the seventh (7th) Day of the regular work week to the first (1st) Day of the shifted work week, provided that the sixth (6th) Day of the regular work week is a Day off and the thirty-four (34) hour rest period applies, or
 - (ii) by two (2) Days, by making the preceding work week a pro-rated four (4) Day work week, giving the fifth (5th) Day off, and making the sixth (6th) Day the first (1st) Day of the shifted work week, provided that the thirty-four (34) hour rest period applies.
- (c) Guild Members shall be given no less than three (3) working days advance notice of the shift. In no event may the Producer shift the work week to avoid paying for an unworked holiday.
- (d) Upon two (2) weeks written notice to the District Council, the work week may be changed from the last week of prep to the first week of principal photography. In the event that there is a shift in the Work Week between prep and principal photography, Guild Members will receive one (1) day off.
- (e) In all of the above scenarios, when a Guild Member is approved to work on the one (1) Day off, then this Day shall be considered a seventh (7th) Day. Day one (1) of principal photography would be Day one (1) of the work week.

15.5 Daily Calls

- (a) Any change or cancellation of Daily Calls, other than for forecasted adverse weather, shall be made 10 hours prior to the starting time of Call, or if possible, before the Guild Member leaves work at the end of the preceding Work Day.
- (b) Due to forecasted adverse weather, the Producer may cancel a Daily crew Call up to 8 hours prior to the starting time of the Call.
- (c) Subject to the provisions of this Agreement, when a Guild Member engaged on a daily basis reports for work as scheduled, or if the Producer fails to provide the minimum notice in this article, the Producer shall pay to the Guild Member not less than one day's Gross Remuneration.

15.6 Fractional Work Week

With the exception of the Director, the Producer shall pay a Guild Member whose assignment starts on other than the first day of the established Work Week or ends on other than the last day of the established Work Week one-fifth (1/5th) of Guild Member's weekly contracted rate for each day worked during the fractional Work Week, provided that during the preceding or subsequent Work Week of the assignment such Guild Member completes a full Work Week. Special provisions with respect to the Director are contained in the Directors' Schedule.

15.7 Hiatus Periods

- (a) The Producer shall be entitled to impose a maximum hiatus period equal to one week for each 8 weeks of the production period, provided that the Producer gives 18 calendar days written notice of the hiatus to the Guild and each Guild Member subject to events of force majeure.
- (b) Hiatus means a planned, unpaid stoppage of work for a period of 3 or more Work Days.
- (c) A hiatus of less than 2 weeks will not be imposed for the purpose of avoiding payment for holidays.
- (d) For the purpose of this article, the Production period will be calculated from the opening of the Production office to the completion date of the Contract for Services of the Production Accountant.

15.8 Dailies, Production Meetings and Surveys

- (a) Time spent in attendance at production meetings or surveys shall be considered time worked.
- (b) The Producer need not pay the Guild Member for the time spent at the screening of dailies unless the Producer or the Director requires the Guild Member to be there. If the Producer or the Director requires the Guild Member to attend the screening of dailies, the time spent at the screening shall be considered time worked.

ARTICLE 16 PREMIUM REMUNERATION

16.1 Overtime

(a) Overtime. First 5 Days.

(i) First 5 Days, After 12 Hours of work for Art and Accounting

For all work exceeding 12 hours, but less than 16 hours on any one of the first five Work Days of the Work Week, the Producer must pay to each Guild Member premium pay for each one hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY RATE = (Contracted Rate ÷ 8 x 2)

WEEKLY RATE = (Contracted Rate ÷ 40 x 2)

(ii) First 5 Days, After 14 Hours of work for Production Department

For all work exceeding 14 hours, but less than 16 hours on any one of the first five Work Days of the Work Week, the Producer must pay to each Guild Member premium pay for each one hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY RATE = (Contracted Rate ÷ 8 x 2)

WEEKLY RATE = (Contracted Rate ÷ 40 x 2)

(iii) First 5 Days, After 16 Hours of work for Art, Accounting and Production Departments

For all work exceeding 16 hours on any one of the first five Work Days of the Work Week, the Producer must pay to each Guild Member premium pay for each one hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY RATE = (Contracted Rate ÷ 8 x 3)

WEEKLY RATE = (Contracted Rate ÷ 40 x 3)

(b) Overtime. 6th Day.

(i) 6th Day. After 12 Hours of work for Art and Accounting

For all work exceeding 12 hours, but less than 16 hours on a sixth work day in a Work Week, the Producer must pay to each Guild Member premium pay for each one hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE

(6th Day rate under article 16.2 ÷ 8 x 2)

(ii) 6th Day. After 14 Hours of work for Production Department

For all work exceeding 14 hours, but less than 16 hours, on a sixth work day in a Work Week, the Producer must pay to each Guild Member premium pay for each one hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE

(6th Day rate under article 16.2 ÷ 8 x 2)

(iii) 6th Day, After 16 Hours of work for Art, Accounting and Production Departments

For all work exceeding 16 hours on a sixth work Day in a Work Week, the Producer must pay to each Guild Member premium pay for each one hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE

(6th Day rate under article 16.2 ÷ 8 x 3)

(c) Overtime. 7th Day.

(i) 7th Day, After 12 Hours of work for Art, and Accounting

For all work exceeding 12 hours, but less than 16 hours, on a seventh Work Day in a Work Week, the Producer must pay to each Guild Member premium pay for each one hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE

(7th Day rate under article 16.3 ÷ 8 x 2)

(ii) 7th Day, After 14 Hours of work for Production Department

For all work exceeding 14 hours, but less than 16 hours, on a seventh Work Day in a Work Week, the Producer must pay to each Guild Member premium pay for each one hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE

(7th Day rate under article 16.3 ÷ 8 x 2)

(iii) 7th Day, After 16 Hours of work for Art, Accounting and Production Departments

For all work exceeding 16 hours on a seventh Work Day in a Work Week, the Producer must pay to each Guild Member premium pay for each one hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE

(7th Day rate under article 16.3 ÷ 8 x 3)

(d) Overtime. Holiday.

(i) Holiday, After 12 Hours of work for Art and Accounting

For all work exceeding 12 hours, but less than 16 hours on a holiday, the Producer must pay to each Guild Member premium pay for each one-hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE

(Holiday rate under article 16.4 ÷ 8 x 2)

(ii) Holiday, After 14 Hours of work for Production Department

For all work exceeding 14 hours, but less than 16 hours on a holiday, the Producer must pay to each Guild Member premium pay for each one-hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE

(Holiday rate under article 16.4 ÷ 8 x 2)

(iii) Holiday, After 16 Hours of work for Art, Accounting and Production Departments

For all work exceeding 16 hours on a holiday, the Producer must pay to each Guild Member premium pay for each one-hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE

(Holiday rate under article 16.4 ÷ 8 x 3)

16.2 6th Day Rate

A Guild Member who works a sixth (6th) work day in a Work Week shall be paid a sixth (6th) Day rate calculated in accordance with the following formulae:

$$\text{DAILY RATE} = (\text{Contracted Rate} \times 1 \frac{1}{2})$$
$$\text{WEEKLY RATE} = (\text{Contracted Rate} \div 5 \times 1 \frac{1}{2})$$

16.3 7th Day Rate

A Guild Member who works a seventh (7th) work day in a Work Week shall be paid a seventh (7th) Day rate calculated in accordance with the following formulae:

$$\text{DAILY RATE} = (\text{Contracted Rate} \times 2)$$
$$\text{WEEKLY RATE} = (\text{Contracted Rate} \div 5 \times 2)$$

16.4 Holiday Rate

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

$$\text{DAILY RATE} = (\text{Contracted Rate} \times 2)$$
$$\text{WEEKLY RATE} = (\text{Contracted Rate} \div 5 \times 2)$$

16.5 Overtime Calculation

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

16.6 Payment of all Premiums

Where two or more premium rates specified in article 16.1, 16.2, 16.3, 16.4, 16.7 are applicable, the Producer shall pay to the Guild Member all applicable premiums, provided that the premium under those articles shall in no case exceed 3 times the Hourly Contracted Rate according to the calculation obtained by the formula: Daily contracted rate divided by 8 or Weekly rate divided by 40.

16.7 Turnaround or Rest Period

- (a)** Each Guild Member must have a turnaround or rest period between each Work Day of not less than 10 hours free from work. However, if the workday is 16 hours or more, the turnaround or rest period shall be not less than 12 hours free from work.
- (b)** The minimum rest period for each Guild Member on a regular Work Week shall be 54 consecutive hours free from work. On one occasion in a four-week cycle, and with forty-eight hours written notice to the Guild, the Producer may reduce the weekend turnaround by four hours.
- (c)** The minimum rest period for each Guild Member on a six-day Work Week shall be 34 consecutive hours free from work.
- (d)** In the event of a holiday resulting in a three-day weekend, the minimum rest period for each Guild Member shall be 76 consecutive hours free from work.

(e) Turnaround or Rest Period Encroachment

For each one hour or portion thereof, based on one-half (1/2) hour increments, of encroachment into any applicable turnaround or rest period, in addition to the Guild Member's Contracted Rate, the Producer must pay to each Guild Member thus affected premium pay calculated in accordance with the following formulae:

$$\text{DAILY RATE} = \text{Contracted Rate} \div 8 \times 2$$

WEEKLY RATE = Contracted Rate ÷ 40 x 2

(f) The provisions of this article shall not apply to a Director.

16.8 Prior Approval of Producer

A Producer shall only be obligated to pay premium pay where the Producer or its duly-authorized representative grants approval for the performance of the work which attracts the premium pay.

ARTICLE 17 MEAL BREAKS

17.1 Meal Breaks/Meal Penalty

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

If the Guild Member is given both:

(i) A non-deductible meal appropriate to the time of day, prior to the general crew call, and

(ii) A substantial snack no more than two and one half hours before the first paid meal break. Then, the first paid meal break may be six (6) hours following the general crew call.

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

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

(c) The Producer shall provide to each Guild Member, craft services of coffee, tea, water, and other beverages throughout the Work Day.

(d) Where the Producer provides free catering of food and/or beverages to the members of any other labour organization, the Producer shall provide the same catering benefits to all Guild Members at no cost.

ARTICLE 18 VACATIONS AND HOLIDAYS

18.1 Annual Vacation

- (a) The Producer shall pay to each Guild Member, including a Loan-out Corporation, in lieu of annual vacation pay, a percentage of the Guild Member's Gross Remuneration of the Production equal to the percentage of the Gross Remuneration set out in article 19. Such premium or additional payments shall be paid weekly with the regular remuneration payment.
- (b) Payment for or in lieu of annual vacation or an additional payment shall not be subject to individual negotiation between any Guild Member or Loan-out Corporation and any Producer.
- (c) This provision shall not apply to persons engaged under article 6.10. In lieu of such provisions, the Employment Standards Act of Quebec shall govern with respect to vacation pay for those persons engaged under article 6.10.

18.2 Holidays

The following days are recognized as paid holidays:

January 1st (New Year's Day)

Good Friday or Easter Monday at the employer's choice

The Monday preceding May 25th (Victoria Day or National Patriot's Day)

June 24th (Quebec National Holiday)

July 1st. If this date falls on a Sunday: July 2nd (Canada Day)

The 1st Monday in September (Labour Day)

The 2nd Monday in October (Thanksgiving Day)

December 25th (Christmas Day)

December 26th (Boxing Day)

and any other day declared a holiday by the federal, provincial, or municipal (local) government.

18.3 Days Worked

Holiday are considered days worked for the calculations of premium remuneration provided in Article 16.

18.4 Work in a Foreign Country

When abroad or in United States, the statutory holidays that apply are those of the country in question, with the exception of Christmas and New Year's Day.

18.5 Unworked Holidays During Regular Work Week

- (a) For a member on a weekly contract, when a holiday not worked falls within the Guild Member's weekly or longer guaranteed period of engagement, no deductions shall be made from guaranteed remuneration.
- (b) For a member on a Daily contract, such Guild Members who worked a day or more on the Work Week before the Holiday, and who work a day or more on the following Work Week, shall receive one day's remuneration based on the Contracted daily rate.

18.6 Holidays Falling on Days Off

- (a) When a holiday falls on a Guild Member's normal Day off, the Guild Member shall be given a Day off on either the Work Day before or the Work Day after the holiday.
- (b) When two holidays fall on a Guild Member's normal Days off, the Guild Member shall be given 4 consecutive Days off including the two consecutive normal Days off.

(c) If the appropriate number of days off is not provided in lieu of the holidays as required in article 18.4 (a) or (b), then the Producer shall pay to the Guild Member one day's remuneration based on the contracted daily rate or one-fifth (1/5) of the contracted weekly rate as applicable for each such day off not provided.

(d) The Producer shall designate the day(s) to be granted as the Day(s) off.

18.7 Application to Period Remuneration

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

ARTICLE 19 RETIREMENT, HEALTH AND WELFARE PLANS, WORKING DUES, PERMIT FEES AND ADMINISTRATION FEES

19.1 Retirement Contributions

For each Guild Member excluding Permittees, the Producer shall pay to the District Council an amount equal to 6% of the Guild Member's Gross Remuneration. Such contributions shall be remitted to District Council in accordance with article 19.11.

19.2 Health and Welfare Plan

The Producer shall pay to the District Council an amount equal to 4% of the Guild Member's (excluding Permittees) Gross Remuneration as the Producer's contribution to the Guild's health and welfare plan. The four percent (4%) contribution rate shall be supplemented by twelve (\$12.00) per day. Such contributions shall be remitted to District Council in accordance with article 19.11.

19.3 Annual Vacation

The Producer shall pay to each Guild Member, including a Loan-Out Corporation, five percent (5%) of the Guild Member's Gross Remuneration. Such Premium or additional payments shall be paid weekly with the regular remuneration payment.

19.4 Administration Fees

The Producer shall contribute to the District Council with respect to each Guild Member and Permittee, 1.5% of the Guild Members' Gross Remuneration as an administration fee for Tier A and 1% of the Guild Members' Gross Remuneration as an administration fee for Tier B. Such contributions shall be remitted to District Council in accordance with article 19.11.

19.5 Training and Health & Safety Fund

For each production under the Tier A budget in accordance with article 25, the Producer shall contribute to the District Council with respect to each Guild Member and Permittee, 0.5% of the Guild Members' Gross Remuneration to the Training and Health & Safety Fund for Tier A only. Such contributions shall be remitted to District Council in accordance with article 19.11.

19.6 Non-member Equalization payment

- (a) As a non-member equalization payment for the Retirement Contributions, the producer will contribute to the District Council an amount equal to 6% of all Permittees Gross Remuneration.
- (b) As a non-member equalization payment for the Health and Welfare Plan, the producer will contribute to the District Council an amount equal to 5% of all Permittees Gross Remuneration.
- (c) Such contributions shall be remitted to District Council in accordance with article 19.11.

19.7 Member's Check-off

(a) Check-Off Authorization

(i) Assignment of Compensation: 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 2.5% of the Gross Remuneration as working dues in the case of Guild Members and 7.5% in the case of Permittees and to pay same to the District Council.

(ii) In addition to these charges, a Guild Member may voluntarily authorize the Producer to deduct from the Gross Remuneration any amount which the said Guild Member may owe to the District Council.

(b) Check-Off Remittance

The Producer must check-off the 2.5% or 7.5% working dues or charges and the voluntary deductions provided for in article 19.7 (a)(ii) from the remuneration paid to each Guild Member (including each Permittee) and remit said monies to the Guild in accordance with article 19.11.

(b) Receipts for Income Tax Purposes

Except for Guild Members who are engaged as Loan-out Corporations, the Producer shall forward to all Guild Members their income tax receipts (T-4 Slips and Relevé 1) indicating thereon the amount and type of check-offs paid by the Guild Member in that taxation year. In the case of Guild Members who are engaged as Loan-out Corporations, the Producer shall submit to them a statement of the check-offs paid within 30 days of completion of Production or post production of the Motion Picture, whichever applies.

(c) Change in Members' Check-Off

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

(d) Producer's Liability

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

19.8 Guild Member in Default

- (a)** Any Guild Member who revokes the assignment of compensation to the District Council in accordance with article 19.7(a)(i) 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 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.

19.9 Exceptions

The provisions of articles 19.1 and 19.2 shall not apply to persons engaged under article 6.10.

19.10 Permit Fees

Non-Canadian Permittees

For each non-Canadian Permittee, the Producer agrees to deduct from that non-Canadian Permittee's Gross Remuneration and remit or pay directly to the District Council, a permit fee of \$50.00 per day to a cap of \$200.00 per week of engagement.

19.11 District Council Remittances

In any month in which remuneration is paid to a Guild Member, the Producer must submit to the District Council on a weekly basis all the District Council Remittances and records of remuneration paid to Guild Members. At the time that Remittances are forwarded to the District Council, the Producer must forward a list indicating the name of each Guild Member and the amount and description of each Remittance.

ARTICLE 20 TRAVEL AND ACCOMMODATION

20.1 Studio Zone

- (a) For the purposes of this Agreement, the Studio Zone shall be considered the area within a circle with a radius of twenty-five (25) kilometres, centred at the Papineau Metro Station in the city of Montreal as per Annex 8. "Home Base" shall be the location of the Producer's mailing address within the boundaries of the Studio Zone where the production office is located. In the event that the Producer's "Home Base" is not located inside the boundaries of the Studio Zone, the Papineau Metro Station in the city of Montreal shall be used for the purposes of this Agreement.
- (b) When a Guild Member is required to work at a location inside the boundaries of the studio zone, the Producer agrees to provide adequate parking facilities for private vehicles at a reasonable walking distance from such location, otherwise a shuttle system will be provided free by the Producer to transport all Guild Members.
- (c) For all work by a Guild Member which requires travel to and from any location within the studio zone other than the "report to" location and post production facility, the Producer shall either provide free transportation or, if the Guild Member agrees to use his own vehicle for this purpose, reimbursement shall be made in accordance with article 20.6 (c). For the purposes of this article, such locations and post production facilities shall be deemed to include, without limitation, editing rooms, cutting rooms, dubbing theatres, music recording studios, labs, optical houses, post production related libraries and Motion Picture shooting locations.
- (d) Remote Location**
Where the remote location of the "report to" location, or the infrequency of public transportation or the lateness of the hour could affect the Guild Member's safety, the Producer will arrange for safe and convenient transportation from the "report to" location to a safe and convenient location, without cost to the Guild Member.

20.2 Nearby Location

Studio zone working conditions shall prevail on Nearby Locations with the following exceptions:

- (a) Work time and travel distance, if applicable, concerning work by any Guild Member on any Nearby Location shall commence when the Guild Member crosses the studio zone boundary and ends at this same point.
- (b) Transportation to and from Nearby Locations shall be provided by the Producer. All costs for a taxi, limousine, bus or other transportation which the Guild Member is required by the Producer to use in order to get to and from a Nearby Location shall be paid by the Producer. If the Guild Member is required to use his own personal vehicle for transportation to a Nearby Location, the provisions of article 20.6(c) shall apply.
- (c) When any workday occurs during prep at a nearby location, Producer will provide a per diem as per Article 20.3 (b) (iii) to cover the meal costs appropriate to the time of the day if no free catering is available. This does not cause Article 17.1 d) to come into effect.
- (d) When the Guild member's call time is after midnight but before 6 a.m., and when the location is one hour and more from the edge of the zone, the Producer shall provide Guild member with accommodation and per diem.
- (e) When the Guild Member's call time is between 4:30 PM and 7:30 PM, or wrap time is between 5:30 AM and 8:30 AM, the agreed upon travel time shall be doubled and paid at the prevailing rate if traveled, or the producer shall make reservations for and pay full cost of single occupancy, first class accommodation equivalent to CAA or AAA standards.

20.3 Distant Location

(a) Notice

The Producer shall give the Guild and the Guild Members affected a minimum of 48 hours written notice of departure to any Distant Location, including means of transportation acceptable to the Guild, and shall specify the accommodations available at the Distant Location.

(b) Accommodation and Meals on Distant Location

- (i)** Guild Members while on Distant Location shall be provided by the Producer with free first class accommodation equal to the Canadian Automobile Association standards or the American Automobile Association standards. All Guild Members will be entitled to single accommodation, where this is available.
- (ii)** The Producer shall pay in advance to each Guild Member a per diem allowance of \$16.00 in Canadian funds per Distant Location day in Canada, or \$16.00 in U.S. funds per Distant Location day in the U.S. or elsewhere in the world to cover miscellaneous expenses.
- (iii)** In addition, the Producer shall pay to each Guild Member in advance a per diem allowance of \$75.00 in Canadian funds per Distant Location day in Canada, or \$75.00 in U.S. funds per Distant Location day in the U.S. or elsewhere in the world to cover meal costs. However, if certain meals are provided by the Producer on Distant Location, the per diem meal allowance may be reduced by \$15.00 for breakfast, \$25.00 for lunch, and \$35.00 for supper in the applicable funds.
- (iv)** Proper restaurant facilities shall be made available and time consumed in traveling to and from such facilities shall be deemed to be time worked and shall not be included in the meal period.
- (v)** On Distant Locations where the cost of living is in excess of the above rates, the Producer shall reimburse Guild Members upon receipt of suitable documentation.
- (vi)** When any Work Day, at a Distant Location, that falls outside a one (1) hour drive starting from the edge of the studio zone, is fourteen (14) hours in duration or longer, the Producer will supply accommodation to the Guild Member. The Producer will make reservations for and provide first class accommodation and provide a per diem to the Guild Member in accordance with 20.3 (b) (iii).
- (vii)** When the Guild member has to stay at a distant location during days off and statutory Holidays, the Producer shall pay two times (x2) the per diem as per Article 20.3 b) (iii) for each day off.

(c) Work Time, Travel Time

- (i)** Time spent travelling to and from Distant Locations shall be considered time worked and shall be subject to payment in accordance with this Agreement.
- (ii)** On any day on which a Guild Member is required only to travel to a Distant Location, the Guild Member shall be paid fifty percent (50%) of the Guild Member's applicable Contracted Rate for all travel up to four (4) hours. If the Guild Member is required to travel for more than four (4) hours, the Guild Member shall be paid for the full day. Travel time shall be calculated in reference to the edge of the Studio zone except for Air Travel where travel time shall be calculated as per the recommended check-in time before departure at the airport to the hotel accommodation or home.
- (iii)** Travel from the lodging to the workplace is travel time.

(d) Transportation

All transportation to and from Distant Locations shall be paid in advance by the Producer. Such transportation shall be arranged on scheduled carriers on economy/coach class air flights (for flights under 5 hours in length), first class rail travel or other appropriate transportation such as bus, taxi

or limousine where available. For air flights longer than 5 hours, first class transportation shall be arranged on scheduled carriers

(e) Air Travel

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

(f) Rail Travel

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

20.4 Travel Insurance

(a) The Producer shall provide accidental death and dismemberment insurance with a benefit in a sum not less than \$250,000 for the benefit of the Guild Member's designated beneficiary when the Guild Member is required to travel by air transportation anywhere or by any mode of transportation to a Distant Location which for this purpose shall be defined to be greater than 500 KM.

(b) In the event the Producer is unable to provide the required insurance coverage, the Guild Member shall be informed before departure so that the Guild Member may obtain such insurance coverage. The Producer shall reimburse the Guild Member for the cost of the premium paid by the Guild Member to obtain such insurance coverage.

(c) It shall not be cause for discipline or discharge for a Guild Member in good faith to refuse to travel by airplane or by helicopter, or to travel without sufficient insurance, and such refusal shall not jeopardize future working opportunities.

(d) Airplane and Helicopter, Underwater and/or Watercraft Insurance

The Producer will provide an additional minimum coverage of \$250,000 of accidental death and dismemberment insurance (not common carrier travel insurance) to any Guild Member required by the Producer to fly in a helicopter or in an aircraft in connection with the Production (other than ordinary travel), such as lining up shots, rehearsals, photography or scouting for locations. The extended insurance coverage will also apply to any Guild Member required by the Producer to work underwater, or travel by watercraft.

20.5 Travel to Studio Zone

The Producer shall make suitable financial arrangements to enable the Guild Member to reach the studio zone and should such arrangements include an advance in cash, such advance shall be received by the Guild Member not later than one working day before the departure to the studio zone. Such an advance may be deducted from the Guild Member's final remuneration cheque. Nothing in this article shall limit the Guild Member from negotiating with the Producer travel arrangements and per diem arrangements in addition to any other remuneration.

20.6 Use of Personal Vehicles

(a) Ownership of a vehicle shall not be a condition of engagement. It shall not be a violation of this Agreement for a Guild Member to refuse to use his own vehicle for work-related purposes.

(b) Each Guild Member agreeing to use his own vehicle for work-related purposes shall arrange for adequate insurance coverage for business and/or commercial purposes before using such personal vehicle for such purposes and shall provide evidence of such coverage, if requested. Such insurance coverage shall be at the expense of the Guild Member.

(c) Each Guild Member agreeing to use his own vehicle for work-related purposes shall be entitled to a reimbursement for each kilometre driven in the service of the Producer. The Producer reserves the right to authenticate the reimbursement submissions before payment.

- (d)** With respect to the minimum reimbursement as required under article 20.6 (c), the Producer must pay either:
- (i)** The rate in effect as published annually by Revenue Quebec “Limits and rates related to the use of an automobile”. At the time of publishing this agreement, the rate in effect is at \$0.68 per kilometer.
 - (ii)** For gas cars: a flat rate of \$45 per day plus all gas expenses incurred for work related purposes;
 - (iii)** For electric cars: a flat rate of \$50 per day;
- The Producer shall elect either option (i), (ii) or (iii). That election shall apply for the duration of the Guild Member’s engagement and shall be specified in the Guild Member’s Contract for Services. Where no election is made or no rate is specified, then the Producer shall pay the higher total amount to the Guild Member.
- (e)** The above reimbursement shall be paid to each Guild Member weekly with the regular remuneration payment.
- (f)** The Producer may elect to provide the Guild Member with a vehicle and pay its operating costs and need not rent the personal vehicle of any Guild Member.

ARTICLE 21 NOTICE OF FORCE MAJEURE, RECALL, LAY-OFF, DISCHARGE AND TERMINATION

21.1 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; or
 - (iii)** Injury to, or bona fide illness of a leading cast member or the First Unit Director;
 - (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.
- (d)** If the production restarts after a Force Majeure event, Guild Members who were originally employed by the production prior to the said event shall have a first right of refusal.

21.2 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.

21.3 Notice of Lay-off

(a) Definition

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

(b) Weekly

The Producer shall give a Guild Member engaged on a weekly basis a minimum of one week's written notice of lay-off or a lump sum equal to one week's Gross Remuneration as severance pay in lieu thereof, or where the Guild Member has been engaged for more than one year, a minimum of two week's written notice of lay-off or severance pay in lieu thereof. The Producer may give notice of lay-off at any time during the week and any such notice need not expire on the last day of the Guild Member's Work Week.

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

21.4 Discharge

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

21.5 Procedure for Discipline and Discharge

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

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

21.6 Termination of Engagement

Replacement

The Producer agrees that removing a Guild Member from a motion picture and substituting another person is undesirable and shall not be done in any manner contrary to this Agreement.

21.7 Member's Compensation

Gross Remuneration

- (a) For the purpose of article 21, and any lay-off or replacement provisions in this Agreement, the definition of Gross Remuneration set out in article 1.12 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 this Agreement.

Guaranteed Periods

- (b) With respect to the "guaranteed" periods of engagement set out in article 11.3, 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 20.

- (c) Except as provided herein, if the Guild Member is terminated before the completion of the "guaranteed" period, the Producer shall, within 3 Days of termination: 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 pay to the Guild a lump sum equal to all of the Remittances to which the Guild would otherwise be entitled under this Agreement for the balance of the "guaranteed" period.

(d) Weekly or Daily Replacement Pay

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

- (i) More than a total of 10 Work Days, either 2 weeks' written notice of replacement (exclusive of hiatus periods) or replacement pay in a lump sum equal to 2 weeks' Gross Remuneration in lieu of such notice, but not both, where the Guild Member is engaged on a weekly basis;
- (ii) More than a total of 10 Work Days, either 2 days' written notice of replacement (exclusive of hiatus periods) or replacement pay in a lump sum equal to 2 days' Gross Remuneration in lieu of such notice, but not both, where the Guild Member is engaged on a daily basis;
- (iii) Ten or fewer days, either one week's written notice of replacement (exclusive of hiatus periods) or replacement pay in a lump sum equal to 1 week's Gross Remuneration in lieu of such notice, but not both, where the Guild Member is engaged on a weekly basis.
- (e) The Producer may give notice under article 21.7 (d)(i) or (iii) at any time during the week and any such notice need not expire on the last day of the Guild Member's Work Week.
- (f) If the Producer re-engages the Guild Member, the Member shall not be required to return the replacement pay to the Producer.
- (g) A Guild Member discharged for just and reasonable cause is not eligible for replacement pay.

Contingent and deferred remuneration

- (h) The Producer shall not be required to include in the lump sum specified in article 21.7(j) any Gross Remuneration which is contingent or deferred; however, the Producer shall pay any deferred or contingent remuneration and any applicable Guild Remittances upon satisfaction of any conditions relating thereto.

In case of Discharge and Force Majeure

- (i) Articles 21.7 (b) and 21.7 (c) 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.

No mitigation

- (j) 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.

From Distant Location

- (k) 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.

ARTICLE 22 CREDITS

22.1 Credits

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

22.2 Better Conditions

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

22.3 Screen Credits

(a) In every place where screen credits must be given, the screen credits shall be written in a size and style of print which is legible and projected on a background which does not diminish the value of the credit. Screen credits shall not appear against a background, which consists of an advertising or commercial message.

(b) The screen credit for any Guild Member on any Motion Picture, or any copy, version, reprint or re-production thereof, must always be according to the job classification as it appears on the Contract for Services and shall indicate the Guild Member's job classification and name.

22.4 Other Credits

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

22.5 Guild Credit

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

22.6 Removal or Alteration of Credit

(a) Every Guild Member shall have the right subject to his sole discretion to refuse to have any credit using his name used in any form or manner by the Producer, which right must be exercised by the Guild Member prior to publication of such credit by the Producer.

(b) Every Guild Member shall have the right to replace with a pseudonym any credit to which the Guild Member is entitled pursuant to the Contract for Services or this Agreement, provided that such pseudonym is in good taste and is not the name of any well-known person, living or dead, and provided that such right of replacement is exercised by the Guild Member prior to publication of credit by the Producer.

(c) The District Council shall have the right subject to its sole discretion to refuse to have its name and/or logo used in any form or manner by any Producer, which right must be exercised by the District Council prior to publication of its name and/or logo by the Producer. Notwithstanding anything, the District Council shall have the right to insist upon a public retraction by any

Producer who publishes or otherwise uses the name and/or logo of the DGC without the prior express written consent of the District Council.

22.7 Submission of Proposed Screen Credit Format to the Guild

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

22.8 Credit Grievance

- (a)** Any grievance with respect to and concerning any credit to which any Guild Member may be entitled pursuant to this Agreement or any Contract for Services may be referred by either party immediately to an industry arbitrator appointed pursuant to the provisions of article 9 who must resolve the matter in accordance with this Agreement and any applicable Contract for Services within 15 calendar days of the reference to arbitration.
- (b)** Without limiting the scope of the industry arbitrator's decision making authority pursuant to this Agreement and any applicable Contract for Services, the industry arbitrator shall have the right in respect of any credit Grievance to determine and resolve 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.

22.9 Screen Credits for Production Managers, 1st and 2nd Assistant Directors on Theatrical, Television Motion Pictures and Digital Platforms

- (a)** The Producer shall accord credit in a "prominent place" on all positive prints of each Theatrical, Television Motion Picture and Digital Platforms to the Production Manager, First Assistant Director, and Second Assistant Director rendering their services on such Motion Picture.
- (b)** The term "prominent place" means no less than a separate card, or its equivalent in a crawl, shared by no more than 3 names. The only "technical" credits which may receive a more prominent place shall be those of the Costume Designer, Music Composer, Director of Photography, the Art Director and the Film Editor.
- (c)** The order of the names on such card or such crawl shall be the Production Manager in the first position, First Assistant Director in the second position, and the Second Assistant Director in the third position and each of such names on the card or crawl shall be of the same size and style of type.
- (d)** On a Theatrical, Television Motion Picture and Digital Platforms photographed in whole or in part in a foreign country on which the Producer engages any Production Manager or Assistant Director subject to this Agreement and any Production Manager or Assistant Director not subject to this Agreement, if the Production Manager, First Assistant Director, or Second Assistant Director subject to this Agreement works on such a Production less than 50% of the shooting days, the Guild Member shall receive screen credit, either on a card immediately following the credit accorded to the foreign Production Manager, First Assistant Director, or Second Assistant Director, as the case may be, or with the credits for the Canadian crew.

22.10 Screen Credits for Location Managers, Assistant Production Managers on Theatrical, Television Motion Pictures and Digital Platforms

The Producer shall accord credit in the technical credits on all positive prints of each Theatrical, Television Motion Picture and Digital Platforms to the Location Manager, the 2nd Unit Production Manager and Assistant Production Manager.

22.11 Screen Credits for 3rd Assistant Directors and Assistant Location Managers

(a) Theatrical Motion Pictures

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

(b) Television Motion Pictures and Digital Platforms

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

22.12 Screen Credits for the Accounting Department

(a) The Production Accountant shall receive credit in the technical credits on all positive prints of each Motion Picture.

(b) Theatrical Motion Pictures

The First Assistant Accountants, the Second Assistant Accountants and all Clerks and Trainees who worked more than 50% of the entire production, shall receive credit for their job classification.

(c) Television Motion Pictures and Digital Platforms

On Television Motion Pictures and Digital Platforms, the credit for all Assistants, Clerks and Trainees shall be at the Producer's discretion.

22.13 Screen Credits for Production Designers or for Art Directors as Head of the Department

On all positive prints of each Theatrical, Television Motion Picture and Digital Platforms any person performing the duties as the Head of the Art Department, either the Production Designer or the Art Director, as the case may be, must be given by the Producer a "head" screen credit of at least equal size and prominence to the "head" credit of the Director of Photography, which screen credit shall appear immediately following or preceding the screen credit given the Director of Photography.

22.14 Screen Credits for the Art Department except Production Designers or Art Directors head of the department

(a) On all positive prints of each Theatrical, Television Motion Picture and Digital Platforms, any person performing duties as an Art Director working under a Production Designer, as a First Assistant Art Director/Set Designer or as an Art Department Coordinator must be given a "tail" screen credit by the Producer.

(b) On Theatrical Motion Picture, any person performing duties as a Draft Person, a 2nd Assistant Art Director, as an Assistant Art Department Coordinator or as an Art Department Trainee who worked more than 50% of the production must be given a "tail" screen credit by the Producer.

(c) On all positive prints of each Television Motion Picture and Digital Platforms, credit for the Draft Person, for the 2nd Assistant Art Director, for the Assistant Art Department Coordinator or for the Trainee Art Department shall be at the Producers' discretion.

ARTICLE 23 MINIMUM STAFFING

23.1 Minimum Personnel: Directors

(a) The Producer will engage one Director for the production period of the Motion Picture.

(b) Television Series

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

(c) Each Director shall be engaged pursuant to a specific term engagement under article 11.3.

23.2 Minimum Personnel: Production Department

(a) The Production Department shall be deemed to consist of the Production Department, the Assistant Director Department and the Locations Department.

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

(c) Television Series

On a television Series, the Producer will engage at least two First Assistant Directors who shall function on a "prep-shoot" basis, at least one Production Manager and one Location Manager.

23.3 Minimum Personnel: Art Department

The Producer will engage as Department Head at least one Production Designer or Art Director in the Art Department.

23.4 Minimum Personnel: Production and Art Department

The Producer will engage at least one Guild Member in both the Production and the Art Department, for a minimum of 5 Work Days each and every week of principal photography, and where applicable, each and every week of pre-production.

23.5 Minimum Personnel: Accounting Department

(a) The Producer will engage at least one Production Accountant. A company which employs full time permanent accounting staff during the postproduction period is not obligated to engage those individuals under this Agreement.

(b) The Agreement shall apply to Post Production Accountants as well.

23.6 Minimum Personnel: Second Unit

On a second unit shoot, the Producer will engage at least one First Assistant Director. Beyond this, the minimum personnel will be determined in accordance with article 23.7 and provided that the main unit minimum personnel is not reduced without the mutual consultation and agreement between the Producer and the affected department heads.

23.7 Determination of Minimum Personnel Requirements

(a) Subject to article 23.7(b), the minimum personnel requirements for each department, including duration of engagement of such personnel, will be determined through mutual consultation and agreement between the department head of each department and the Producer. Where no agreement has been reached or when the District Council believes the staffing is insufficient the matter will be decided in accordance with article 9.

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

(c) On a Television Series or any other Production where two or more Guild Members occupy the same classification, the department head shall be selected and rank under article 23.7 (b) shall be determined on the basis of which Guild Member was hired first.

(d) Where two or more Guild Members occupy the same classification, the Guild Member who is responsible for consultation and agreement with the Producer under article 23.7 (a) and 23.7(b) in determining minimum personnel requirements shall consult with the other Guild Members in the same classification with respect to those requirements.

23.8 No Agreement

If there is no consultation or agreement under article 23.7(a) or 23.7(b), then in addition to the relief available under article 9, the department head under article 23.7(a) or the Guild Member under article 23.7(b) may in his sole and unfettered discretion terminate his engagement forthwith, without notice or compensation in lieu thereof. In such a case, termination of the engagement shall be without any liability whatsoever to the department head or Guild Member.

23.9 Sufficient Staffing

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

23.10 Order of Engagement

Whenever the duties of a Department (Production Management, Assistant Direction, Locations Department, Art Department, Accounting Department) are to be performed, a department head (i.e., Production Manager, First Assistant Director, Location Manager, Production Designer, Production Accountant, etc.) shall be engaged. Any subsequent Guild Members who may be engaged in a department will be engaged in the order of the next highest classification as set out at Article 25. Sufficient assistants to satisfactorily carry out the duties and responsibilities of that department shall be engaged.

ARTICLE 24 RELEASE AND INDEMNIFICATION

24.1 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.

ARTICLE 25 BUDGET TIERS AND MINIMUM RATES

25.1 Budget Tiers

PRODUCTION TYPE	A	B
FEATURES	\$ 10,000,000 and over	\$ 9,999,999 and under
MOVIES FOR TELEVISION OR DIGITAL PLATFORMS	\$ 8,000,000 and over	\$7,999,999 and under
MINISERIES FOR TELEVISION OR DIGITAL PLATFORMS (PER EACH 2 HOURS)	\$ 6,000,000 and over	\$ 5,999,999 and under
SERIES 1 HOUR FOR TELEVISION OR DIGITAL PLATFORMS (INCLUDING PILOTS) (PER EPISODE)	\$ 1,500,000 and over	\$ 1,499,999 and under
SERIES 30 MINUTES FOR TELEVISION OR DIGITAL PLATFORMS (INCLUDING PILOTS) (PER EPISODE)	\$ 1,000,000 and over	\$ 999,999 and under

25.2 Fringes

TIER	Vacation	Retirement	Health & Welfare	Admin	Training
A	5%	6%	5%	1.5%	0.5%
B	5%	6%	5%	1%	0%

25.3 Minimum Rates

2024	TIER A		TIER B	
	Weekly	Daily	Weekly	Daily
PRODUCTION DEPARTMENT				
Production Manager	\$ 4,602	\$ 1,149	\$ 4,235	\$ 1,057
Assistant Production Manager	\$ 3,332	\$ 834	\$ 3,065	\$ 767
1st Assistant Director	\$ 4,517	\$ 1,086	\$ 4,154	\$ 999
2nd Assistant Director	\$ 3,514	\$ 841	\$ 3,233	\$ 774
3rd Assistant Director	\$ 2,514	\$ 509	\$ 2,312	\$ 468
Trainee Assistant Director	\$ 1,500	n/a	\$ 1,311	n/a
Location Manager	\$ 3,517	\$ 879	\$ 3,235	\$ 785
1st Assistant Location Manager	\$ 2,718	\$ 679	\$ 2,500	\$ 626
Assistant Location Manager / On Set	\$ 2,398	\$ 600	\$ 2,206	\$ 551
Location Scout	n/a	\$ 403	n/a	\$ 371
Trainee Assistant Location Manager	\$ 1,311	n/a	\$ 1,311	n/a
Storyboard Artist	\$ 2,857	\$ 714	\$ 2,628	\$ 657
ART DEPARTMENT				
Production Designer	\$ 5,613	\$ 1,378	\$ 5,065	\$ 1,268
Supervising Art Director	\$ 4,935	\$ 1,208	\$ 4,454	\$ 1,112
Art Director	\$ 3,724	\$ 928	\$ 3,537	\$ 881
Specialist Set Designer	\$ 3,285	\$822	\$ 3,022	\$756
First Assistant Art Director / Set Designer / Concept Artist / Illustrator	\$ 2,857	\$ 715	\$ 2,628	\$ 657
Draftsperson	\$ 2,299	\$ 576	\$ 2,116	\$ 529
Second Assistant Art Director	\$ 2,008	\$ 503	\$ 1,848	\$ 463
Art Dept Coordinator	\$ 2,574	\$ 644	\$ 2,445	\$ 612
Assistant Art Dept Coordinator	\$ 1,905	\$ 477	\$ 1,810	\$ 453
Art Department Trainee (Trainee Assistant Art Director, Trainee Art Department Coordinator, Trainee Draftsperson)	\$1,466	\$ 366	\$1,349	\$ 337

	TIER A		TIER B	
2024	Weekly	Daily	Weekly	Daily

ACCOUNTING DEPARTMENT

Production Accountant	\$ 3,689	\$ 920	\$ 3,394	\$ 846
1st Assistant Accountant (General and Payroll)	\$ 2,663	\$ 663	\$ 2,449	\$ 610
2nd Assistant Accountant	\$ 1,884	\$ 471	\$ 1,884	\$ 471
3rd Assistant Accountant (clerk)	\$ 1,482	\$ 371	\$ 1,482	\$ 371
Trainee Assistant Accountant	\$ 1,336	\$ 326	\$ 1,336	\$ 326

ANNEX 1 REMITTANCE TABLE – IN ACCORDANCE WITH ARTICLE 19 OF THE STANDARD AGREEMENT

CATEGORY	RETIREMENT CONTRIBUTION 6% gross salary	HEALTH & WELFARE (HW) 5% gross salary	ADMINISTRATION FUND 1.5% gross salary (Tier A) or 1% (Tier B)+ TRAINING & HEALTH & Safety FUND 0.5% (Tier A only)	VACATION PAY 5% gross salary	PERMIT FEES	MEMBERS' CHECK-OFF
Guild Members All Categories Except Permittees	Payable by Producer to District Council	Payable by Producer to District Council	Payable by Producer to District Council (plus GST & QST)	Payable by Producer to Member	N/A	2.5% of Gross deducted from Member & paid to District Council
Non-Canadian Permittees Excluding DGA, BECTU, U.S.IATSE and Directors UK	Non-member equalization payment. Payable by Producer to District Council	N/A	Payable by Producer to District Council (plus GST & QST)	Payable by Producer to Permittee	\$50/day capped at \$200/week deducted from Permittee or paid by Producer & remitted to District Council (plus GST & QST)	2.5% of Gross paid to District Council
DGA, BECTU, U.S. IATSE, Directors UK Permittees Only	N/A	N/A	Payable by Producer to District Council (plus GST & QST)	N/A	\$50/day capped at \$200/week deducted from Permittee or paid by Producer & remitted to District Council (plus GST & QST)	2.5% of Gross paid to District Council
DGC/DGA Dual Card Members permitted to work under a DGA contract	N/A	N/A	Payable by Producer to District Council (plus GST & QST)	N/A	N/A	2.5% of Gross paid to District Council
Canadian Permittees All Categories	Non-member equalization payment. Payable by Producer to District Council	Non-member equalization payment. Payable by Producer to District Council	Payable by Producer to District Council (plus GST & QST)	Payable by Producer to Permittee	N/A	7.5% of Gross paid to District Council



ANNEX 2 Work Permit Application for Non-Canadians, in accordance with Article 6 and Article 19 of the Standard Agreement

I hereby make application for a work permit from the Quebec District Council. I hereby of my own free will designate the Quebec District Council as my sole and exclusive bargaining agent for collective bargaining purposes for minimum terms and conditions of engagement in any and all matters relating to my engagement within the jurisdiction of the Quebec District Council, except where expressly provided otherwise in this application, and I do hereby confirm the same in all respects. I hereby agree to be bound by and observe the DGC Constitution, the Quebec District Council Charter, and all by-laws, rules, regulations, orders, and decisions of the DGC National Executive Board, the Quebec District Council Executive Board, its membership or their respective committees as they now exist or as they may hereafter be amended. I base my application for a work permit on the following facts which I affirm to be true:

I, _____, residing at _____
 (Print Name)

 (Print Complete Address) (Print Telephone Number)

by occupation a _____ wish to be engaged by _____
 (Print Name of Prod Co)

on the Motion Picture currently known as and entitled _____

on episode number(s) _____ (if applicable) in the classification of _____

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

I declare and affirm that:

- I am a member in good standing of the Directors Guild of America, Inc. (the "DGA") and request that my engagement be subject to the current DGA collective bargaining agreement; or
- I am a member in good standing of the Broadcasting Entertainment and Cinematograph Technicians Union (the "BECTU") and request that my engagement be subject to the current BECTU collective bargaining agreement; or
- I am a member in good standing of any local in the United States of America of the labour organization named the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada ("U.S. I.A.T.S.E.") and request that my engagement be subject to the current collective bargaining agreement of Local _____ (please complete) of U.S. IATSE; or
- I am not a member in good standing of either the DGA, BECTU, U.S. I.A.T.S.E. and request that my engagement be subject to the terms and conditions of the Standard Agreement and I agree to the Quebec District Council administration charge of 2% being deducted from my Gross Remuneration and remitted by the Producer to Quebec District Council on a weekly basis in accordance with article 19.6 of the Standard Agreement.

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

I agree to the Quebec District Council's administration charge of 2.5% being deducted from my Gross Remuneration and remitted by the Producer to the Quebec District Council on a weekly basis in accordance with article 19.11 of the Standard Agreement.

I agree to a permit fee of \$50.00 per day to a cap of \$200.00 per week of my engagement, being deducted from my Gross Remuneration and remitted by the Producer to DGC Quebec in accordance with article 19.11 and 6.9 of the Standard Agreement.

Note: Permit fees are to be calculated and remitted to the Quebec District Council from the 1st day of engagement. For the Quebec District Council accounting department categories, permit fees are to be calculated and remitted to the Quebec District Council office from the 1st day of pre-production.

I understand and agree that should any information herein provided by me prove to be false, the Quebec District Council may unilaterally refuse to grant me an authorized the Quebec District Council work permit or may revoke such permit once granted.

Signature of Applicant _____

Signed at _____, this _____ day of _____, 20 ____.

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

"_____".

Authorized by the Quebec District Council _____

ANNEX 3 Work Permit Application for Canadian Citizens and Permanent Residents – refers to Articles 6 and 19 of the Standard Agreement



I hereby make application for a work permit from the Quebec District Council. I hereby of my own free will designate the Quebec District Council as my sole and exclusive bargaining agent for collective bargaining purposes for minimum terms and conditions of engagement in any and all matters relating to my engagement within the jurisdiction of the Quebec District Council, except where expressly provided otherwise in this application, and I do hereby confirm the same in all respects. I hereby agree to be bound by and observe the DGC Constitution, the Quebec District Council Charter, and all by-laws, rules, regulations, orders, and decisions of the DGC National Executive Board, Quebec District Council Executive Board, its membership or their respective committees as they now exist or as they may hereafter be amended. I base my application for a work permit on the following facts, which I affirm to be true:

I, _____, residing at _____
(Print Name)

_____ (Print Complete Address) _____ (Print Telephone Number)

by occupation a _____ wish to be engaged by _____
(Print Name of Prod Co)

on the Motion Picture currently known as and entitled _____
on episode number(s) _____ (if applicable) in the classification of _____
commencing to work as of _____. (A copy of the Applicant's resume must be attached to this Application.)

I declare and affirm that I am a member in good standing of the labour organization(s):

I understand that I may be required to present documented proof of my membership in the labour organization(s) referred to above.

I am a resident of Canada, and a member in good standing of the DGA and the DGC. I request that my engagement be subject to the terms and conditions of the DGA's Basic Agreement. I agree to the Quebec District Council administration charge of 7.5% and District Council assessments, if any, being deducted from my Gross Remuneration and remitted by the Producer to the Quebec District Council, in accordance with articles 19.11 and 6.9 of the Standard Agreement.

or

I request that my engagement be subject to the terms and conditions of the Standard Agreement and I agree to the Quebec District Council administration charge of 7.5% being deducted from my Gross Remuneration and remitted by the Producer to Quebec District Council on a weekly basis in accordance with article 19.11 of the Standard Agreement.

I understand and agree that should any information herein provided by me prove to be false, Quebec District Council may unilaterally refuse to grant me an authorized Quebec District Council work permit or may revoke such permit once granted.

Signature of Applicant:

Signed at _____, this _____ day of _____, 20 ____.

The Quebec District Council confirms that the above named person is permitted to work, at the sole discretion of the Quebec District Council, on all or part of the Motion Picture currently known as and entitled " _____ ".

Authorized by the Quebec District Council _____

ANNEX 4 Standard Form Deal Memo



Name of Guild Member: _____ Sin #: _____ <hr/> IF WORKING AS A LOANOUT Name of Loanout Co.: _____ <hr/> TEL # (H): _____ CELL #: _____ E-MAIL: _____ ADDRESS: _____ CITY/POSTAL CODE: _____ <hr/> MOTION PICTURE TITLE: _____ ENGAGED IN PROVINCE OF: _____ ENGAGED FOR: <input type="checkbox"/> Main Unit OR <input type="checkbox"/> Second Unit TIER LEVEL: <input type="checkbox"/> A <input type="checkbox"/> B <hr/> START DATE: _____ RATE (SPECIFY DOLLAR AMOUNT): _____ TYPE OF ENGAGEMENT: <input type="checkbox"/> WEEKLY <input type="checkbox"/> DAILY <input type="checkbox"/> SPECIFIC TERMS _____ (start date) to _____ (end date) <hr/> OTHER TERMS (e.g. Vehicle, Cell Phone Rental, Kit Rental, Per Diem, etc.) _____ <hr/>	<input type="checkbox"/> GUILD MEMBER no: _____ <input type="checkbox"/> PERMITTEE PRODUCTION DEPARTMENT <input type="checkbox"/> Second Unit Director <input type="checkbox"/> Production Manager <input type="checkbox"/> Second Unit Production Manager <input type="checkbox"/> Assistant Production Manager <input type="checkbox"/> Storyboard Artist ASSISTANT DIRECTORS <input type="checkbox"/> First Assistant Director <input type="checkbox"/> Second Assistant Director <input type="checkbox"/> Third Assistant Director <input type="checkbox"/> Trainee Assistant Director LOCATION DEPARTMENT <input type="checkbox"/> Location Manager <input type="checkbox"/> 1st Assistant Location Manager <input type="checkbox"/> Assistant Location Manager / on set <input type="checkbox"/> Location Scout <input type="checkbox"/> Trainee Assistant Location Manager ART DEPARTMENT <input type="checkbox"/> Production Designer <input type="checkbox"/> Supervising Art Director <input type="checkbox"/> Art Director <input type="checkbox"/> First Assistant Art Director <input type="checkbox"/> Set Designer <input type="checkbox"/> Concept Artist <input type="checkbox"/> Illustrator <input type="checkbox"/> Draft Person <input type="checkbox"/> Second Assistant Art Director <input type="checkbox"/> Art Department Coordinator <input type="checkbox"/> Assistant Art Department Coordinator <input type="checkbox"/> Art Department Trainee ACCOUNTING DEPARTMENT <input type="checkbox"/> Production Accountant <input type="checkbox"/> First Assistant Accountant – General <input type="checkbox"/> First Assistant Accountant – Payroll <input type="checkbox"/> Second Assistant Accountant <input type="checkbox"/> Third Assistant Accountant/Clerk <input type="checkbox"/> Trainee Assistant Accountant
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Les parties sont d'accord pour que cette entente soit rédigée en anglais.

ACCEPTED AND AGREED:

 Print Name of Production Company

 Signature of Guild Member / Permittee

 Signature of Producer's Authorized Rep.

 Print Name of Guild Member / Permittee

 Print Name of Producer's Authorized Rep.

ANNEX 5 Production Guarantee



MEMORANDUM OF AGREEMENT dated this ____ day of _____, 20__.

BETWEEN:

The Quebec District Council of the Directors Guild of Canada (the "District Council")

AND

_____ (the Guarantor")
(insert name and address)

WHEREAS _____ (the "Producer") intends to produce a
Production
entitled _____ (the "Production");

AND WHEREAS pursuant to article 12.8 of the Standard Agreement, the Quebec 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 Quebec District Council;

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

NOW THEREFORE the parties hereby agree as follows:

1. In consideration of the Quebec 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 article 12.8(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 Quebec 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 Quebec 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 own at all, Guarantor will nevertheless pay the sum set out in such notice to the Quebec District Council in trust, and the Quebec District Council will hold such sum in trust in an interest bearing account. Within 5 days of such dispute being resolved, the Quebec 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 Quebec District Council shall have the unilateral right to terminate this production guarantee and revert to the requirements of article 12.8(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. The termination of this production guarantee by the Quebec 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 Quebec District Council, subject to paragraph 4 herein.

5. If the Quebec 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 article 12.8(a) of the Standard Agreement. If there is any dispute as to the amount owing by the Producer, or whether any amount is own at all, Producer will nevertheless pay the sum set out in such notice to the Quebec District Council in trust, and the Quebec District Council will hold such sum in trust in an interest bearing account. Within 5 days of such dispute being resolved, the Quebec 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)

(Approved Production Guarantor)

Per _____

Per: _____

(Name of Signatory Producer)

(Name of Guarantor)

(Address of Signatory Producer)

(Address of Guarantor)

(Phone Number of Signatory Producer)

(Phone Number of Guarantor)

(Fax Number of Signatory Producer)

(Fax Number of Guarantor)

Directors Guild of Canada, Quebec District Council

Per: _____

ANNEX 6 SECURITY AGREEMENT



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

This security agreement, made pursuant to article 12.8 (h) of the Standard Agreement is dated this ____ day of _____, _____.

Between: _____ (the "Debtor")

And Directors Guild of Canada, Quebec 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 Quebec 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 Annex 6b.
3. The Quebec 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 Quebec District Council will agree to provide, at no cost to the Debtor, any subordination agreements required:

- | | |
|-----------|-----------|
| (a) _____ | (d) _____ |
| (b) _____ | (e) _____ |
| (c) _____ | (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 7.01 of the Standard Security terms, the Quebec 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 Quebec 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: _____ (print name / title)
signature

Acknowledgment:

Quebec District Council

Per: _____ (print name / title)
signature

Date: _____

ANNEX 6b STANDARD SECURITY TERMS



1 PARTIES AND NATURE OF THE RELATIONSHIP

1.01

The security agreement is entered into between the Debtor and the Quebec 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, Quebec 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 Quebec 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, Quebec District Council
4200, boulevard St-Laurent, office 708
Montreal, QC H2W 2R2
Phone: 514-844-4084 / Fax: 514-844-1067

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

2.01

The Debtor hereby grants to the Quebec 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 7.01 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 THE OBLIGATIONS

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:

3.02

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

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

3.03

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 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 7.01 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 ENFORCEMENT COSTS

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 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 Quebec 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 Quebec 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 Quebec District Council will promptly provide Producer with a true and complete copy of each Security Document executed by the Quebec 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 Quebec 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 Quebec 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 Quebec 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 Quebec District Council further acknowledges that prior to the Quebec District Council realizing on its Security Interest in accordance with this security agreement, nothing in this security agreement authorizes or permits the Quebec 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 Quebec 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 paragraph 1.02 above or if the Debtor wishes to move its records and accounts from that described in paragraph 1.03 above, or if the Debtor wishes to move the Production negatives or the positive copies of the Production from the locations described in paragraphs 1.03, 1.04 and 1.05 above, 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 Quebec 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 Quebec 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 SUBORDINATION OF THE DISTRICT COUNCIL SECURITY AGREEMENT

7.01

The Quebec 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 Quebec 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 Quebec 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 Quebec 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 Quebec 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 Quebec 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 Quebec 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 Quebec District Council's name and at the Quebec District Council's sole expense. The Quebec 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 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, subject to paragraph 8.01 (b).
- (b)** Failure to comply within 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 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 30 days or more; or the institution by or against the Debtor or any type of insolvency proceeding or creditor re-arrangement.

9 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 SUCCESSOR INTERESTS

10.01

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

11 APPLICABLE LAW

11.01

The laws of Quebec govern this security agreement.

12 TERMINATION

12.01

Upon provision to the Quebec 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 Quebec 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 10 business days of notice from Debtor requesting any such Release Document, the Quebec District Council fails to execute and deliver it or to provide to Debtor notice specifying with particularity the Quebec District Council's objection to so doing, then the Quebec 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 Quebec 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.

ANNEX 7 ADHERENCE AGREEMENT



ADHERENCE AGREEMENT ("Agreement")

BETWEEN:

COMPANY NAME
(the "Producer")

and

**LE CONSEIL DU QUEBEC DE LA GUILDE
CANADIENNE DES REALISATEURS**
(the "District Council")

WHEREAS the Producer wishes to produce a motion picture currently titled:
(PRODUCTION TITLE)

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

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

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

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

ARTICLE 1 - SCOPE OF AGREEMENT

- 1.01 The purpose of this Agreement is to secure the protection of the Guild for Guild Members, and the benefits and obligations of the Quebec District Council Standard Agreement ("QDCSA") for both Parties:
- (a) During those stages of a motion picture prior to pre-production or during pre-production when the Producer is uncertain whether or not the motion picture will proceed to principal photography,
 - (b) While the parties are negotiating the terms of any Letter of Variance, and
 - (c) During production of the motion picture.
- 1.02 The Producer hereby recognizes the Guild as the exclusive bargaining agent and representative with respect to minimum rates and all other minimum terms and conditions of engagement of all persons engaged by the Producer to perform any of the duties of any classification set out in the Letter of Variance.
- 1.03 The Producer will only engage Guild Members in good standing or duly authorized Permittees of the Guild in good standing to perform duties hereunder.
- 1.04 The QDCSA is hereby deemed to be incorporated into this Agreement as if set forth in full herein in writing, and hereby binds the Parties, subject to the execution of any Letter of Variance and the terms of this Agreement. This Agreement is hereby deemed to be incorporated into the QDCSA and any related Deal Memo as if set forth in full therein in writing.

ARTICLE 2 - LETTER OF VARIANCE (REVISING THE QDCSA)

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

ARTICLE 3 - APPLICATION AND DURATION

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

ARTICLE 4 - VALIDITY OF AGREEMENT

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

ARTICLE 5 - LANGUAGE OF AGREEMENT

The parties have agreed that this Adherence Agreement be drafted in the English language.
Les parties sont d'accord à l'effet que cette entente d'adhésion soit rédigée dans la langue anglaise.

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

DATED in _____ (city), Quebec, this _____ day of _____, _____.

Production Company

Address

City

Province

Print name of the Production Representative

Signature of the Production Representative

Conseil du Québec de la
Gilde canadienne des réalisateurs
4200 Saint-Laurent Blvd., Suite 708
Montréal, Quebec, Canada
H2W 2R2

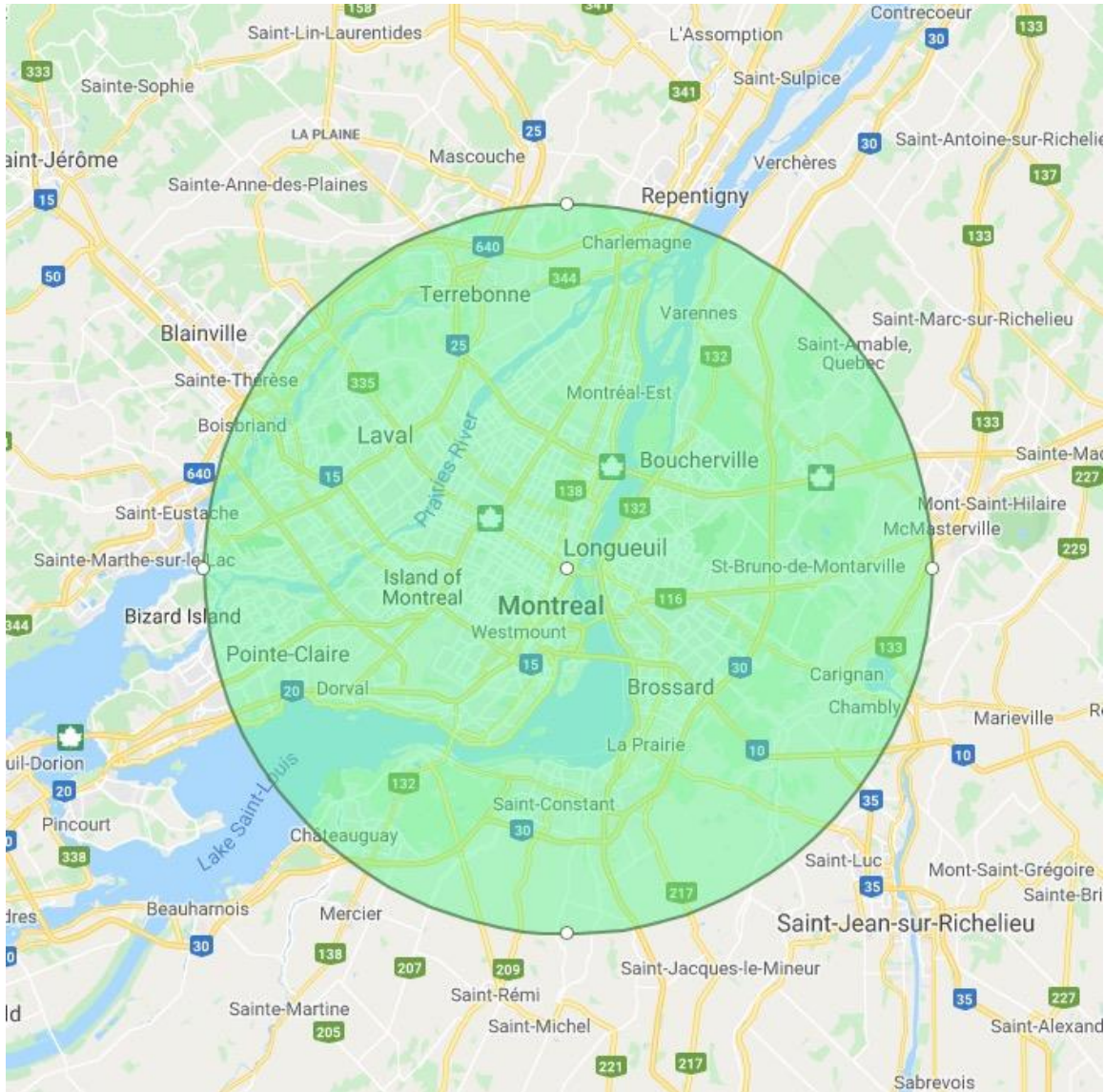
Print name of the Quebec District Council Representative

Signature of the Quebec District Council Representative

ANNEX 8 STUDIO ZONE

Hyperlink:

https://www.google.com/maps/d/viewer?mid=1vYjfMApjZ830jleR6_EvgEFLVuJcUV5U&ll=45.52412694704051%2C-73.55206499999997&z=10





DIRECTOR'S SCHEDULE 2024

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DR1.00 ONE DIRECTOR

DR1.01 Unique Function and Participation

The Director’s professional function is unique and calls for consultation in all creative phases of the filmmaking process.

DR1.02

There shall only be one (1) Director assigned to direct a Motion Picture at any given time.

Subject only to any exceptions set out in this Agreement, no one may direct the Motion Picture except the Director assigned to that Motion Picture.

DR1.03

However, such limitations shall not be construed as precluding assignment of bona fide teams of more than one (1) Director to direct pick-ups, added scenes or different segments of a multi-storied or multilingual Motion Picture or the assignment of more than one (1) Director where required by foreign laws, regulations or subsidies, or assignment of a Second Unit Director or any specially skilled Director (for example, underwater work or aerial work) to work under the supervision of the Director or a similar customary practice not inconsistent with the general intent of this article.

DR1.04

Where the law, rules or regulations of a foreign country, where all or part of the Production is taking place, require a second Director, then the second Director shall be engaged only for that part of the work taking place in the foreign country. The engagement of one (1) or more additional Directors shall be effected by the Producer, in consultation with the principal Director. The final decision in the selection of an additional Director shall remain with the Producer.

DR2.00 SECOND UNIT PHOTOGRAPHY

DR2.01

- (a) Prior to commencing Second Unit work, the Producer must consult with the Director and allow the Director to participate in the decision making process relating to the person to be engaged to direct the Second Unit work (except where a Guild Member is already engaged), the work to be assigned to the Second Unit, and the manner in which the work is to be performed.

The Director has the right to consult with the Second Unit Director prior to the commencement of Second Unit work with respect to the manner in which the Second Unit work is to be performed.

- (b) Prior to the commencement of principal photography the Producer will fully disclose to the Director any material intended to be shot as Second Unit. Any such Second Unit work will not be enlarged except after consultation with the Director.

- (c) The Director may delegate the supervision of the assembly of Second Unit photography to a Second Unit Director.

- (d) No person may assume the responsibilities nor perform the duties of a Second Unit Director without being engaged in accordance with this Agreement.

DR2.02

The Second Unit Director's minimum preparation time for second units shall be:

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

However, this preparation time requirement shall not apply to any unplanned Second Units, bona fide emergencies, or where preparation time is not needed because the Second Unit Director has been working on the Production in a different classification covered by this Agreement.

DR2.03

The Second Unit Director may be engaged for Second Unit work on a weekly basis, or on a daily basis, in accordance with the minimum rates set out in this Schedule.

DR2.04

Except for the provisions in articles DR2.00, DR4.01, DR5.02, DR16.00 and DR17.00 only insofar as the information required relates directly to Second Unit work, the other provisions of this Schedule do not apply to Second Unit Directors.

DR3.00 EXTRA WORK

DR3.01

After the completion of principal photography, the Director shall be informed in advance of any extra work, 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 consult with and receive the opinion and comments of the original Director concerning the content and qualities of the work to be performed. The original Director shall be given the opportunity to direct all extra work if the Director is reasonably available to direct the same.

DR3.02 Consultation with Other Director

Where the original Director is unavailable or refuses to direct extra work then the Producer may engage another Director for the exclusive purpose of directing such extra work. The Producer shall give the original Director the opportunity to consult with the Director of extra work about the manner in which the work is to be performed.

DR3.03 Remuneration

Where the original Director is recalled no compensation shall be payable for such work to the extent that it is rendered within the guaranteed period of engagement. However, if such work falls outside the guaranteed period of engagement, the original Director shall be paid the pro-rated daily rate. Otherwise, another Director may be engaged for extra work on a weekly basis, or the Producer may engage such Director on a daily basis, in which case the minimum daily rate shall be one-fourth (1/4th) of the minimum Weekly Rate applicable to the type of Motion Picture for which the work is performed.

DR3.04 Preparation Time

There shall be no minimum preparation requirement for performing extra work when the original Director is recalled. If the original Director is not available or does not agree to perform such work and another Director is to perform such work, one (1) Day of preparation time shall be provided, regardless of the length of photography; provided, however, if the Director is called for a single Day's engagement, and the shooting of the extra work takes five (5) hours or less, then the preparation

requirement shall be included in the same Day, and only one (1) Day's compensation shall be paid.

DR3.05 Other Provisions

The provisions of articles DR4.01 and DR5.02 apply to the Director of extra work and only insofar as the information required in articles DR4.01 and DR5.02 relates directly to extra work.

DR4.00 DIRECTOR'S PRE-CONTRACT REQUIREMENTS

DR4.01

(a) Prior to the engagement of a Director the Producer shall inform the Director of the following information in relation to the Motion Picture:

- (i) The names of artistic and creative personnel already engaged;
- (ii) All stock material contemplated to be used;
- (iii) Any rights of script approval or cast approval contractually reserved to any person other than the Producer;
- (iv) The type of Motion Picture (e.g Theatrical release, MFT, etc), the medium (film, tape, etc), and the proposed number of shooting Days;
- (v) The top sheet (summary) of any Theatrical Budget or a television pattern Budget (as the case may be) which has been established and any limitations thereof, if any (see also DR4.03 and DR4.04);
- (vi) The story on which the Motion Picture is based and the script, if any exists;
- (vii) The name of the Producer(s) with final cutting authority; and,
- (viii) The projected delivery date and broadcast date, if known.

(b) Prior to the engagement of the Director, the Producer shall make full and complete disclosure to the Director of all of the existing artistic and creative commitments.

DR4.02 Change

The Producer shall from time to time as changes occur, inform the Director of any changes to any of the information provided under article DR4.01.

DR4.03

The parties hereby acknowledge that Directors frequently accept an assignment based upon the Producer's representation as to the Budget and shooting schedule of a Motion Picture.

DR4.04

With respect to a Theatrical Motion Picture or a Television Motion Picture ninety minutes (90) or longer:

(a) In respect to DR4.01(a)(iv), at the time the Director is engaged the Producer will provide the Director with full and complete disclosure of the 'below-the-line budget', if available, including subsequent revisions to the Budget.

(b) Prior to the Budget being locked, the Producer or the individuals responsible for the Budget will consult with the Director with respect to the practicality of the Budget.

DR5.00 PARTICIPATION

DR5.01 Selection of First Assistant Director

When a DGC Director is engaged, the Director shall have the right to select the First Assistant Director on any Theatrical Motion Picture and any non-series Television Motion Picture provided that the First Assistant Director is a member of the DGC and such selection must be consistent with the Budget of the Motion Picture and

must not conflict with the needs of Production. The First Assistant Director selected by the Director shall be engaged by the Producer.

DR5.02 Artistic and Creative Direction

Subject to other specific provisions hereof, particularly article DR9.11, between the time the Director is engaged and the time the Director’s cut is delivered, the Director shall be informed as soon as practicable of any proposal concerning and, if reasonably available, shall participate in all decisions with respect to:

(a) Any changes in the elements of which the Director has been previously notified, or proposed casting and the engagement of other artistic or creative personnel, and of any rights or approval thereafter granted to third parties;

(b) All creative elements in the Production of the Motion Picture, including but not restricted to the script and revision thereof, casting, engagement of artistic and creative personnel, location selection, set design and construction, and pre-production, shooting and post production scheduling; and

(c) In no case will any creative decisions be made regarding the preparation, production, and postproduction of a Motion Picture without the consultation of the Director. The Director’s advice and suggestions shall be considered in good faith.

DR5.03 Casting Sessions

In order to provide the most creative environment for the Director and performers in casting sessions, no one shall be present at casting sessions, except those persons designated by the Production, the individual Producer, or the Director. Any such persons designated by the Production, the individual Producer or the Director must have a reasonable purpose for attending the casting session. Subject to the Producer’s rights, the Director will be allowed to perform the Director’s professional functions.

DR5.04 Producer’s Final Decision

The Producer’s decision in all business and creative matters shall be final, but this provision shall not release the Producer or the Director from their respective obligations hereunder.

DR6.00 SCRIPT

DR6.01 Delivery of Script

When the Director is engaged, and upon request, any existing script or outline in whatever form intended for the Production of the Motion Picture shall be immediately delivered to the Director.

However, in episodic television, the Producer shall deliver the completed shooting script to the Director not later than one (1) Day prior to the commencement of the Director’s preparation period. A "completed shooting script" is defined as that script (not necessarily the final shooting script) which the Producer intends to use for photography of a Motion Picture, subject to changes such as performing, technical and/or staging problems or those with respect to weather or other bona fide emergencies.

DR6.02 Script Changes

Any changes or additions in the script shall be submitted to the Director promptly and before such changes or additions are made available for general distribution. The Producer or other appropriate person will confer with the Director to discuss and consider the Director’s suggestions and opinions with respect to such changes or additions and will confer with the Director to discuss and consider any script changes or revisions which the Director recommends. The Director’s advice and

suggestions will be considered in good faith and, where reasonable and practicable, implemented by the Producer.

DR7.00 PRIVATE OFFICE AND PARKING

DR7.01

The Producer will provide the Director with a private office at the studio, and a private facility on the set or immediately adjacent thereto at the studio but not at the same time. On Nearby or Distant Locations, a private facility shall also be provided the Director on the set or immediately adjacent thereto.

DR7.02

For the purposes of this article, an "office" shall be a room with a door which can be shut, adequate ventilation, a telephone, a desk and desk chair, room for no less than two (2) additional persons and good lighting. Sanitary facilities shall be in a reasonable proximity to said office.

DR7.03

The Producer shall use its best efforts to provide reasonable parking space at no charge for the Director while rendering services in pre-Production, Production and post-Production covered by this Agreement.

DR8.00 DAILIES/RUSHES

DR8.01

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

DR9.00 DIRECTOR’S CUT

DR9.01

The Director’s cut is the assembling and editing process whereby a Motion Picture is assembled and arranged, or edited under the Director’s exclusive supervision and control and is understood to be a cornerstone of the Director’s creative rights as expressed in this Agreement.

(a) The Director shall be responsible for the presentation of her cut of the Motion Picture (herein referred to as the "Director's cut") and it is understood that the Director’s assignment includes the presentation of the Director’s cut to the Producer, subject to the terms and conditions of this Agreement as soon as possible within the time period hereinafter provided for.

(b) No one other than the Director may supervise the editing of the first cut of the Motion Picture following completion of the Editor's assembly, but if the Director refuses to, or due to incapacity, cannot supervise the first cut, the Producer may assign another person to edit the Motion Picture. Within one (1) Day following such an assignment, the Producer shall send the District Council written notice thereof.

(c) Notwithstanding the foregoing, where an accelerated post-Production schedule has been accepted by the District Council, the Producer may share the supervision of the editing process with the Director.

DR9.02 Right to Director’s Cut

It is understood and agreed that the Director's right to prepare the Director's cut is an absolute right.

DR9.03 No Interference with Director’s Cut

- (a) No one shall be allowed to interfere with or impede the Director's process of creating the Director's cut within the permitted schedule.
- (b) There shall be no "cutting behind" the Director.

DR9.04 Minimum Time Allowance

The Director shall be allowed at least the following minimum time allowances for the preparation of the Director's cut:

- (a) For Theatrical Motion Pictures:
 - (i) Budgeted at one million dollars (\$1,000,000.00) or less, four (4) weeks after completion of the assemblage of sequences provided for in article DR9.08;
 - (ii) Budgeted at two million dollars (\$2,000,000.00) or less but more than one million dollars (\$1,000,000), six (6) weeks after the completion of assemblage of sequences provided for in article DR9.08;
 - (iii) Budgeted at more than two million dollars (\$2,000,000.00), eight (8) weeks after the completion of assemblage of sequences provided for in article DR9.08.
- (b) For Television Motion Pictures, Excluding Episodic **Television Series**:
 - (i) Having a running time of thirty (30) minutes or less, within one (1) Day plus time and the opportunity to make changes, if necessary, but not to exceed one (1) more Day after the completion of assemblage of sequences provided for in article DR9.08;
 - (ii) Having a running time of sixty (60) minutes or less, but more than thirty (30) minutes, within four (4) Days after the completion of assemblage of sequences provided for in article DR9.08;
 - (iii) Having a running time of ninety (90) minutes or less, but more than sixty (60) minutes, within fifteen (15) Days after the completion of assemblage of sequences provided for in article DR9.08;
 - (iv) Having a running time of two (2) hours or less, but more than ninety (90) minutes, within twenty (20) Days after the completion of assemblage of sequences provided for in article DR9.08;
 - (v) Having a running time of more than two (2) hours, twenty (20) Days, plus five (5) Days for each additional hour in excess of two (2) hours.
- (c) For Episodic **Television Series**:
 - (i) Having a running time of thirty (30) minutes or less, within one (1) Day plus time and the opportunity to make changes, if necessary, but not to exceed one (1) more Day after the completion of assemblage of sequences provided for in article DR9.08;
 - (ii) Having a running time of sixty (60) minutes or less, but more than thirty (30) minutes, within two (2) Days after the completion of assemblage of sequences provided for in article DR9.08.
- (d) If the assemblage of sequences of the Motion Picture is not completed at the close of principal photography, then the above minimum time allowances shall not commence to run until after such assemblage is completed, unless delay in the completion of the assembly of the Motion Picture beyond the close of principal photography is caused by the Director.

DR9.05 Delivery Date for Television Motion Picture

Notwithstanding any other provision of this Agreement, with respect to Television Motion Pictures, the Director's editing privileges may not be exercised where the preparation of any Television Motion Picture for a projected delivery date does not permit the expenditure of any or all of the time which would be required by the exercise of the Director's cutting rights. In such circumstances, the Producer will

notify the District Council. Any changes or reductions to the minimum time allowances must be reported to the Director and the District Council prior to the commencement of the editing process.

DR9.06 Release Date for Theatrical Motion Picture

Where a release date for a Theatrical Motion Picture must be met in an emergency, the Director's cutting time may be reduced to an amount of time equal to one-half (1/2) the actual time period available for cutting and the District Council will be advised by the Producer. Any changes or reductions to the minimum time allowances must be reported to the Director and the District Council prior to the commencement of the editing process.

DR9.07 Technological Change

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

DR9.08 Preparation of Director’s Cut

The Director shall prepare the Director's cut of the Motion Picture for presentation to the Producer and to the person designated in the Director's Contract for Services as having final cutting authority, in the ordinary course of business, over the Motion Picture.

The Director shall diligently and continuously render services in connection with the preparation of the Director's cut and shall remain reasonably available on the premises during such period. In pursuance thereof, the following procedure shall be followed:

(a) The Director shall see the assembled sequences as soon as the Editor has assembled them in accordance with the Director's instructions during the photography of the Theatrical Motion Picture, provided this will not delay the time and preparation of the assemblage of the sequences. If the Director does not give such directions, the Editor may proceed with the assemblage of the sequences without them. The Director shall then make whatever changes deemed necessary. The Editor will make no further changes except under the Director's instructions until the completion of the Director's cut.

(b) With respect to television, the Producer shall cause the sequences to be assembled and made available for viewing by the Director promptly after the close of principal photography so that the Director's cut can be commenced immediately. The Editor will make no further changes except under the Director's instructions until the completion of the Director's cut.

DR9.09 Limited Viewing

Other than in connection with the making of trailers and teasers and other promotional vehicles, no one other than the Editor and Editor's immediate staff shall view the completed assembly before the Director, or if the Director so requests, for twenty-four (24) hours after the Director's initial viewing. The Director may not exhibit the Motion Picture to anyone else without approval of the Producer.

DR9.10 Screening

When the Director's cut is ready, the Director shall screen such cut for the Producer and for the person, if any, designated in the Director's Contract for Services as having final cutting authority over the Motion Picture and during such screening(s), the Director shall be entitled to make recommendations for further changes in following cuts. The Director's recommendations for further changes, if any, will be considered in good faith and, where reasonable and practicable, implemented by the Producer.

DR9.11 Right to be Present and to Consult

The Director shall have the right, subject only to his availability, to be present at all times and to consult with the Producer and, where practicably possible, to participate in all creative decisions throughout the entire post production period in connection with the Motion Picture.

The Director must be notified of the date, time and place of each post-production operation. The Director shall be afforded a reasonable opportunity, subject to his availability, to screen and discuss the last version of the Motion Picture before negative cutting, digital mastering or dubbing, whichever occurs first.

The Producer will implement any reasonable and practical suggestions, if any, given by the Director as a result of exercising the Director’s reasonable opportunity to screen and discuss the last version of the Motion Picture before negative cutting, digital mastering or dubbing.

DR9.12 Producer’s Cost

A post-production locale will not be selected for the purpose of depriving the Director of his post-production rights. The Director shall be informed of the intended post-production locale in his Contract for Services. When the post-production locale is at a Distant Location, the Producer will pay for the Director’s transportation, meals and accommodations while the Director is rendering post-production services.

DR9.13 Editing Theatrical Motion Pictures

Where a Producer licenses a Theatrical Motion Picture for Canadian or foreign television exhibition under a contract that allows the distributor or exhibitor to edit the Theatrical Motion Picture for such exhibition, the Producer shall provide in that contract that the distributor or exhibitor shall notify the Director in writing of its intention to edit the Theatrical Motion Picture at least six (6) weeks before the airing of same on television. This notice shall be sent to the Director’s last known address as provided by the Producer and a copy shall be given to the District Council. The notice shall specify the nature of the editing proposed and shall provide for a reasonable time and the specification of a place at which the distributor or exhibitor will allow the Director to express opinions about the proposed editing. While this is a singular event and all editing authority rests with the distributor or exhibitor, the Director in all cases shall be entitled as a right to comment on the proposed editing. In this article, editing shall not include interruptions made in the Theatrical Motion Picture for commercial announcements, promotional material, network identification, and the like. The Producer supports the principle that a distributor or exhibitor ought to maintain the integrity of the Director’s work.

DR9.14 Right of Consultation

The Producer shall consult with the Director and subject only to the Director’s availability, the Director shall, where practicably possible, participate in the colouring, time compression and expansion, changes in the exhibition of the aspect ratio (e.g., "panning and scanning") and changes to allow exhibition in three (3) dimensions made to a Theatrical Motion Picture after delivery of the answer print. These services shall be provided at no cost to the Producer.

DR10.00 LOOPING AND DUBBING

DR10.01 Looping

The looping of dialogue, including "wild tracking", for scenes already photographed and the recording of narration for any Motion Picture shall be directed by the Director

of the Motion Picture, provided the Director is available at the time and place and at the cost scheduled by the Producer and the Director receives no additional compensation for the direction of looping and/or narration.

With respect to Theatrical Motion Pictures, the Producer shall be required to send the Director of the Motion Picture, if the Director is available, to the place of looping (including "wild tracking"), recording of narration and any other post-production dialogue recording unless it is minor in nature. The Producer's decision as to whether such work is minor shall be final, provided it is reasonable.

Should the Director of the Motion Picture be unavailable to attend such looping or narration recordings, as above provided, the Producer shall consult with the Director, if the Director is available, as to what person is available and fitted to direct such loopings and narrations. The final decision in the selection of such person shall remain with the Producer; however, the Producer will make a reasonable effort to allow or enable the Director to discuss with such person the Director's ideas as to the content and qualities of the work to be done.

DR10.02 Dubbing

The Director of the Motion Picture, if available, shall participate in the spotting and dubbing of sound and music, provided that such participation does not necessarily increase costs.

DR11.00 DIRECTOR'S CREDIT

DR11.01 Restriction on Use of Word "Director"

(a) The Producer shall not sign any contract with any guild, union or labour organization where it agrees to accord members thereof screen or other form of credit which includes the word "Director", "Direction", or any derivation thereof, except "Art Director", "Music Director", "Director of Photography", or "Stage Director".

(b) The Producer shall not grant to any individual, other than the Guild Member assigned the title and functions of Director in the Director's Contract for Services, any screen or other form of credit which includes the word "Director", "Direction", or any derivation thereof, except "Art Director", "Music Director", "Director of Photography", or "Stage Director".

DR11.02 Form of Director's Credit

The form of the Director's credit on screen, paid advertising, phonograph records, books, tapes, videodiscs, videocassettes and the containers thereof, when and as required, shall be "Directed by...". The words "Directed by" on screen shall be at least one-half (1/2) the size of type used to accord credit to the Director's name.

DR11.03 Screen Credit

The Director of the Motion Picture shall be accorded screen credit on all positive prints and all videodiscs/videocassettes of the Motion Picture in accordance with the following:

(a) No other credit shall appear on the card which accords credit to the Director of the Motion Picture. Such credit shall be given on a separate title card placed at the Director's discretion immediately before or after the body of the Motion Picture. If requested by the District Council, the Producer shall send the District Council copies of the main and end titles as soon as possible after same are prepared in final form.

(b) For Motion Pictures on all platforms and more than ninety (90) minutes in length, the size of the screen credit for the Director of the Motion Picture shall be in size of type not less than fifty percent (50%) of the size in which the title of the Motion Picture is displayed or of the largest size in which credit is accorded to any other person, whichever is greater.

- (c) For Series, the size of the screen credit for the Director shall be no less than forty percent (40%) of the Episode or Series title, whichever is larger.
- (d) The Director's screen credit shall be in such contrast to the background and/or such colour as to be clearly visible, and shall be of not less than two (2) seconds in the clear for television Motion Pictures of less than ninety (90) minutes duration; and not less than three (3) seconds in the clear for all Theatrical Motion Pictures and for television Motion Pictures of ninety (90) minutes duration or longer. In no event shall the Director's screen credit be displayed for a cumulative time less than the "Produced by" credit.
- (e) No commercial, promotional or advertising material, audio or visual, shall appear on or before the Director's card either as background or otherwise.
- (f) The Producer shall specifically contract with its distributors, exhibitors, television networks or stations that they shall not change, alter, modify or eliminate the screen credit of the Director or its position on the prints.
- (g) The Director has the right to remove his name from the Motion Picture or use a pseudonym in accordance with the applicable District Council Schedule of this Agreement.

DR11.04 Paid Advertising Credit

The Director of the Motion Picture shall be accorded credit on all paid advertising issued, prepared, controlled, or contracted by the Producer directly or indirectly in accordance with the following:

- (a) Except as stated otherwise in this article DR11.04, the location of the Director's credit shall be discretionary with the Producer, and the size and type of the Director's credit shall be no less than fifteen percent (15%) of the size of type used for the title of the Motion Picture, but in no event less than the size and style of type for any credit accorded any persons other than the principal performer.
- (b) The Director shall receive credit on all "one sheets".
- (c) The Producer need not accord credit to the Director on an outdoor-type advertisement (including "24 sheets"), provided the advertisement contains no more than the title of the Motion Picture, key art (which may include likenesses or photographs of no more than two (2) starring performers), logos, the Motion Picture's rating and copyright notice and copy of no more than twenty-five (25) words. If the advertisement does not meet the foregoing requirements, the Director's credit must be included in a size of type no less than thirty-five percent (35%) the size of type used for the title or of any individual credit, whichever is larger.
- (d) The Director shall receive credit in size or type not less than thirty percent (30%) the size of type used for the title of the Motion Picture in any Motion Picture industry trade advertisement.
- (e) The Producer need not accord credit to the Director in an advertisement of two hundred and fifty (250) lines or less in newspapers, magazines and other periodicals (excluding "trade papers"), provided that the advertisement mentions no person (excluding only the names of reviewers) other than two (2) starring performers.
- (f) Exceptions

None of the foregoing obligations shall apply:

- (i) To group advertising, i.e. where more than one (1) Motion Picture is advertised;
- (ii) To so-called "teaser" advertising;
- (iii) To "trailer" advertising. Notwithstanding the foregoing, if credit is given for film or camera process (such as Panavision, Technicolor or Deluxe), or if the individual Producer or writer is mentioned, then the Director's name shall be mentioned;
- (iv) To advertisements less than eight inches (8") in size unless the individual writer or Producer is given credit in such advertisement; and

(v) To other advertising on the screen, radio, or television not to exceed one (1) minute.

(g) None of the exceptions under (f) above shall apply and the name of the Director shall also be mentioned if the name of any person other than two (2) starring performers is mentioned, in any of the advertising listed above, with the exception only of congratulatory advertising or award advertising where no one is mentioned other than the person being congratulated or mentioned for the award.

DR11.05 Publicity

In any formal publicity released by the Producer, whenever the name of the Motion Picture is mentioned, the name of the Director, when known, shall also be mentioned. The foregoing shall not apply if the publicity relates to a television Series and the person or persons mentioned rendered services in connection with the entire Series and the Episodes thereof were directed by more than one (1) Director.

DR11.06 Other Media

Where an audio tape, book, compact device, phonograph record or compact discs or any other similar material is made of or from the Motion Picture or any portion thereof or of any of the music contained therein, then article DR11.04(a) of this Schedule shall apply and the Director shall receive credit on the audio tapes, books, compact devices, or phonograph records or compact discs or on the cover, envelope or container thereof if the writer, principal performer, or the Producer is given credit. The size, positioning and frequency of the Director's credit shall be equal to the size, positioning and frequency of the credit of the writer, principal performer or the Producer whichever is greater.

DR12.00 PREVIEWS

DR12.01

With respect to Theatrical Motion Pictures, the Producer will give the Director of the Motion Picture, five (5) business days advance written notice (to his/her last known address) of the time and place of all previews, or any premiere or gala public showing of the Motion Picture. The Director and his or her immediate family, shall be entitled to attend any premiere or gala public showing of the Motion Picture free of charge; however transportation to and from any premiere or gala showing will not be at the expense of the Producer. If the Director cannot be reached, the District Council must be notified.

DR12.02

With respect to all Theatrical Motion Pictures covered by this Agreement, the Producer will guarantee at least one (1) public or private screening. The choice of the public preview or private showing shall be within the discretion of the Producer; provided, however, that if a private showing is chosen by the Producer it shall be with an audience of sufficient size and diversity to obtain adequate audience response.

DR13.00 COPY OF MOTION PICTURE

DR13.01

The Producer agrees, on the written request of the District Council or the Director, to make available to the District Council or the Director as the case may be and at the Producer's expense and without cost to the District Council or the Director, a suitable copy of the Motion Picture for the personal use of the Director or the District Council. The copy of the Motion Picture shall be made available within two (2) weeks of the written request and shall be returned to the Producer within ten (10) days after receipt by either the Director or the District Council. The Motion Picture thus released shall not be used for a public screening, however, the District Council shall

be entitled to screen the Motion Picture for educational or training purposes of Guild Members.

The Producer shall provide without cost to the Director a copy of the completed work, in beta sp, three quarter (3/4) inch master or other mutually agreed upon format and which includes one hundred percent (100%) of the negative visual image, when available.

DR13.02

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

(a) Deliver to the District Council, without cost to the District Council, a copy of released material of such Motion Picture; or

(b) Make other arrangements for such copy to be available to the District Council, on its request, for the screening purposes of the Director as above provided; or

(c) If such copy is not so available, to permit the District Council to purchase such a copy at cost, to be made from the negative/master of such Motion Picture, for the purposes above provided. The District Council and the Director will sign any appropriate documents required to accomplish the purposes as above provided.

DR14.00 DIRECTOR'S MINIMUM RATES

DR14.01

The minimum rate schedules set forth in this Schedule shall apply to all Contract for Services arising pursuant to this Agreement in respect of any Guild Member who is classified and/or categorized and/or who performs any of the duties of a Director, except as the Contracted Rate stipulated in any of said Contract for Services exceeds the applicable minimum rate(s) provided by this Agreement.

DR14.02 Payments

A Director shall be paid in instalments as follows:

(a) One-third (1/3) on signing;

(b) One-third (1/3) on commencement of principal photography; and

(c) One-third (1/3) on the later of completion of principal photography or delivery of the Director's cut.

DR15.00 MINIMUM FEES

DR15.01 General Principles

It is explicitly understood that fees set out in the present article are minimum rates and that the Director or Second-unit Director and the Producer are free to negotiate a Gross Remuneration higher than the fees provided for in the present article.

DR15.01 Determination of Fees

The minimum fees are set in accordance with the type of Film and its Budget.

DR15.02 Remuneration for All Services

In consideration for the payment of the Gross Remuneration, the Producer retains the services of the Director to direct a Film.

DR15.03 Director's Gross Remuneration

The Director's Gross Remuneration includes the compensation for all the services to be rendered by the Director to direct the Film [Base Fee, subject to Article 18

(extra work)] and the mandatory compensation for the assignment of rights mentioned in Article DR15.05 (Use Fee).

DR15.04 Gross Remuneration Guaranteed

The payment by the Producer to the Director of the Gross Remuneration is guaranteed subject only to application of Article DR16.00 (Termination).

DR15.05 Assignment of Rights

In consideration of the payment of the Use Fee in accordance with the present article, the Director exclusively and irrevocably assigns to the Producer any and all rights the Director holds in the Film in perpetuity, worldwide, in all markets, in any language, on any media and by any means now known or to be known, including any use on any “new media/platform” (e.g., Internet, mobile devices).

Without limiting the generality of the foregoing, the rights assigned to the Producer include, but are not limited to, the right to proceed to any reproduction, adaptation, translation, publication, public performance, public presentation, communication to the public by telecommunication and making available to the public, including in such a way that any person can access it from a place and at a time of their choosing, of the Film, in whole or in part, or of any derived product (merchandising).

DR15.06 Guaranteed Period

A period for prep and shoot is guaranteed to the Director and is designated as the “guaranteed period”.

This guaranteed period must be at least the number of weeks or days provided in this article.

DR15.07 Film Duration

When applicable, the duration of a Film is based on its programming window, not on its actual running time.

DR15.08 Deferment of Payment

There shall be no deferment of any part of the minimum remuneration, professional dues or Producer’s contributions prescribed by this Agreement, without the prior express written consent of the Guild.

Remuneration in excess of the minimums prescribed by this Agreement may be deferred by prior express written Agreement between the Director and the Producer, which Agreement must appear in the Contract.

DR15.09 Fees Payable for Theatrical Film

Theatrical Fees

The minimum fees payable to a Director for a Theatrical Film are the following:

2024	BASE FEE	USE FEE	Guaranteed Period
TIER A	\$ 227,242	\$ 204,517	16 weeks
TIER B	\$ 202,974	\$ 182,677	16 weeks

DR15.10 Fees Payable for a Series

Fees for Half-Hour Series

The minimum fees payable to a Director for a half-hour episode of a Series for television or Digital Platforms are the following:

2024	BASE FEE	USE FEE	Guaranteed Period
TIER A	\$ 17,554	\$ 19,309	10 days
TIER B	\$ 16,149	\$ 17,764	10 days

Fees for One-Hour Series

The minimum fees payable to a Director for a one-hour episode of a Series for television or Digital platforms are the following:

2024	BASE FEE	USE FEE	Guaranteed Period
TIER A	\$ 36,448	\$ 40,092	18 days
TIER B	\$ 33,532	\$ 36,885	18 days

DR15.11 Guaranteed Period

The guaranteed period refers to:

The minimum period that must be granted to the Director to complete the preparation and shooting of the Film; and

The maximum period during which the Producer can request the presence of the Director for the preparation and shooting of the Film for the fees mentioned in this section. If needed, the Producer can, however, request the presence of the Director for an additional period by increasing his fees on a pro-rated basis.

DR15.12 Pilot

The minimum fees payable to a Director of a pilot are the following:

For a half-hour pilot:

2024	BASE FEE	USE FEE	Guaranteed Period
TIER A	\$ 21,594	\$ 23,754	10 days
TIER B	\$ 19,866	\$ 21,853	10 days

For a one-hour pilot:

2024	BASE FEE	USE FEE	Guaranteed Period
TIER A	\$ 43,182	\$47,498	20 days
TIER B	\$ 39,726	\$43,698	20 days

The payment of the appropriate Pilot Base fee shall entitle the Producer to one run simultaneously on any platform. For any additional use, including as part of a Series, the Director shall be paid the appropriate Use fee on the first day of principal photography of the Series. This payment shall entitle the Producer to the rights provided in Article DR15.05. In addition, where the Pilot results in a Series, the Director of the Pilot shall be paid a one-time bonus equal to the difference between the Pilot Base fee and one hundred thirty-five percent (135%) of the Base fee in the appropriate tier for half-hour or one-hour Series on the first day of principal photography of the Series. Where a Series does not have a Pilot, the Producer and the Director of the first episode of the Series may negotiate a fee higher than the fees provided for in Article DR15.10.

DR15.13 Fees Payable for Movies and Mini-Series (each 2 hours) for Television or Digital Platforms

For Movie and for Mini-Series (for each two hours block):

The minimum fees payable to a Director for a Movie for Television and for Mini-Series (per two hours block) are the following:

2024	BASE FEE	USE FEE	Guaranteed Period
TIER A	\$ 126,277	\$ 138,905	45 days
TIER B	\$ 117,250	\$ 128,975	45 days

DR15.14 Commercial Theatrical Release

If the Director’s services are retained for a Movie for Television financed as a Theatrical Film and commercially released theatrically before being broadcast on television, the Director’s Gross remuneration shall be adjusted in the ten (10) days following the release to ensure that the Director receives no less than the minimum fees provided for a Theatrical Film in paragraph 15.10.

DR15.15 Second-unit Director

Remuneration for Second-unit Director

The Director whose services are retained as a Second-unit Director shall be paid no less than the applicable daily minimum Base fee provided for a Director in the relevant section for the type and tier of the Film.

The applicable daily minimum Base fee shall be calculated by dividing the applicable Base fee by the number of days in the guaranteed period (or, in the case of Feature Films, by the number of weeks in said period, divided by five (5)).

There are no Use fees payable to the Second-unit Director. Should the Second-unit Director have any rights in the Film, the payment of the Base fee shall constitute the total consideration for the rights provided for in Article 15.05.

DR16.00 TERMINATION

DR16.01 Force Majeure/Postponement/Termination

The Director of the Motion Picture shall not have the start of his Contract for Services postponed, the term of his Contract for Services interrupted, or his Contract for Services terminated under the force majeure provisions of this Agreement unless the entire cast and the Director of Photography of the Motion Picture are also subject

to the same postponement, interruption, or termination as the case may be. Where during any postponement or interruption of the Director's Contract for Services the principal performers or the Director of Photography receive all or part of their salary then the Producer shall pay to the Director as compensation for such postponement or interruption an amount in the same pro rata amount as the Producer pays the principal performers or the Director of Photography during the said postponement or interruption of the Director's Contract for Services. If there is a difference in the proportionate amount paid to the principal performer(s) and the Director of Photography then the higher proportionate amount shall be paid to the Director.

DR16.02 Cancellation of the Motion Picture

When a Theatrical Motion Picture or a Television Motion Picture longer than ninety (90) minutes is cancelled and the Contract for Services of the Director is terminated under the force majeure provisions of this Agreement, then if the Motion Picture Production is re-commenced within twelve (12) months of the termination of the Director's Contract for Services, the Director shall be reinstated as Director of the Motion Picture and his Contract for Services shall be deemed to be in full force and effect for the entire Production period of the re-commenced Motion Picture. The Producer shall give to the Director ten (10) working days notice of its intention to re-commence the Motion Picture. Within two (2) days of the date of the receipt of such written notice the Director shall advise the Producer in writing if he is available for work. If the Director advises the Producer that he is not available for work, the Director's Contract for Services shall remain terminated and the Producer may engage another Director subject to the other terms, conditions, and provisions of this Agreement. Where the Director advises that he is available, then he shall be entitled to begin work at once and again receive his compensation under his Contract for Services.

DR16.03 Replacement

A Director who is terminated in accordance with the "pay or play" or just and reasonable cause provisions of this Agreement may be replaced. A Director shall not be replaced by a person who has never prior to that time directed a Theatrical Motion Picture or alternatively has never directed more than ninety (90) minutes of television programming, regardless of where produced. At least one (1) working Day prior to the engagement of the replacement Director, the Producer shall give to the District Council in writing particulars to substantiate that the replacement Director qualifies as a replacement Director within the meaning of this article DR21.03.

DR16.04 Emergency Replacement

Notwithstanding the preceding article DR16.03, the Producer may in a bona fide emergency engage a replacement Director for a period of five (5) Days on a one (1) time basis who does not meet the qualifications required by article DR16.03 to act as a replacement Director during the said five (5) Days pending the arrival of the replacement Director who does qualify under article DR16.03. If such an emergency arises on a television Series, the five (5) Day period may be extended to allow the completion of principal photography of the Episode.

DR16.05 Guaranteed Period for Replacement Director

Where a Director is replaced, the replacement Director shall only be guaranteed the greater of the number of guaranteed Days remaining, or the number of Days actually remaining on the shooting schedule at the time such replacement Director begins the assignment.

DR16.06 Screenplay Development

If a Director, at the request of the Producer, participates in the development of a screenplay (as a Director in a non-writing function) at the development stage of a Motion Picture, with the option to direct and if such option is not exercised or if the Director is replaced or the Motion Picture is abandoned, the Director shall receive a minimum of ten thousand dollars (\$10,000) at the time a Motion Picture, based on such screenplay is produced, inclusive of any option, writing and other fees paid to the Director.

DR17.00 GENERAL

DR17.01

If there is conflict between this Schedule and any other provisions of the Standard Agreement, the provisions of this Schedule shall prevail (except where Director's Contract for Services provides more favourable conditions). This Agreement shall remain in full force and effect as it relates to the Producer's financial and other obligations to Directors under this Schedule including, without limitation, rights acquisition fees for additional use and Series bonuses.

DR17.02 Director's Contract for Services and Media Uses

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.

DR18.00 RESERVATION OF RIGHTS

DR18.01

- (a)** Nothing in this Agreement or any Contract for Services to which this Agreement applies shall diminish any otherwise existing rights of the Director to collect any of the so-called "author's share" of secondary use payments in connection with any Motion Picture.
- (b)** Nothing in this Agreement or any Contract for Services to which this Agreement applies shall diminish any otherwise existing right of the Producer to collect any of the so-called "Producer's share" of secondary use payments in connection with any Motion Pictures.
- (c)** In this article, "secondary use payments" means the net amounts collected and then distributed by collective societies (e.g. SACD, DRCC) in respect of:

 - (i)** The retransmission outside of Canada
 - (ii)** The performance, communication to the public (including broadcasting worldwide), private copying, rental, lending or any other use giving rise to equitable remuneration provided for, now or hereafter, by statute anywhere in the world, but excluding retransmission in North America of Motion Pictures
- (d)** The Gross Remuneration payable to the Director under this Agreement or any Contract for Services shall not be reduced by, but shall rather be in addition to, any amounts received by the Director on account of any secondary use payments.

ANNEX 2 DIRECTORS CONTRACT FOR SERVICES



Name: _____

Corp. Loan-out Name: _____

Address: _____

ISAN _____ Phone number: _____

Email: _____

Current Title of Motion Picture: _____

Type of Motion Picture: _____

Episode Number (if applicable): _____ Length of Episode: _____ Engaged in Province(s): _____

Start Date: _____ Finish Date: _____ Guaranteed Period (specify weeks or days): _____

BASE FEE: \$ _____ (SPECIFY DOLLAR AMOUNT PER WEEK , Per EPISODE OR Daily)

RIGHTS ACQUISITION FEE (RAF): \$ _____ TOTAL RATE (Add Rate Plus RAF): \$ _____

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

a) Length of Engagement: _____ (b) Rate: _____ Daily: _____ Weekly: _____

(c) Other Terms (i.e. Credit, vehicle, cell phone, etc.): _____

The individual having final cutting authority over the motion picture is: _____

Tentative Post Production Locale _____

The Producer and the Director must execute the Director’s Contract for Services not later than the first day of principal photography, or seven days after the commencement of the Director’s engagement, whichever comes first. (DR17.02)

The undersigned hereby authorizes the Producer to check off or deduct in accordance with this Agreement two point five percent (2.5%) of Gross Remuneration weekly and permit fees and remit same to the Guild.

Print Name of Producer (Company)

ACCEPTED AND AGREED

Signature of Guild Member **OR** Loanout’s Authorized Rep

Signature of Producer’s (Company’s) Authorized Rep*

Print Name of Guild Member **OR** Loanout’s Authorized Rep

Print Name of Producer’s (Company’s) Authorized Rep*

Date

Date