

2010 – 2012
DGC / C M P A
S T A N D A R D A G R E E M E N T

O N T A R I O – S C H E D U L E 5

ONTARIO – SCHEDULE 5 TABLE OF CONTENTS

ON1.00 REGULAR WORK DAY -----	149	ON12.00 SCREEN CREDITS FOR PRODUCTION DEPARTMENT -----	159
ON1.01 Work Day -----	149	ON12.01 Screen Credits for Production Managers, First and Second Assistant Directors on Theatrical and Television Motion Pictures -----	159
ON1.02 No Split Shifts and No Standby Engagement -----	149	ON12.02 Screen Credits for Location Managers, Unit Managers and Assistant Production Managers on Theatrical and Television Motion Pictures -----	159
ON1.03 Work Week -----	149	ON12.03 Screen Credits for Third Assistant Directors, Assistant Location Managers and Production Assistants -----	159
ON1.04 Shifting the Work Week -----	149	ON12.04 Screen Credits for the Accounting Department -----	159
ON1.05 Fractional Work Week -----	149		
ON1.06 Daily Calls -----	149	ON13.00 SCREEN CREDITS FOR ART DEPARTMENT -----	159
ON1.07 Hiatus Periods -----	149	ON13.01 Screen Credits for Production Designers or for Art Directors as Head of the Department -----	159
ON1.08 Flat Deals -----	149	ON13.02 Screen Credits for Art Directors Working Under a Production Designer and for First Assistant Art Directors/Set Designers -----	159
ON1.09 Dailies, Production Meetings and Surveys -----	150	ON13.03 Screen Credits for Second Assistant Art Directors, and Art Department Trainees -----	159
ON2.00 PREMIUM REMUNERATION -----	150		
ON2.01 -----	150	ON14.00 SCREEN CREDITS FOR EDITING DEPARTMENT -----	160
ON2.02 6th Day Rate -----	151	ON14.01 Screen Credits for Picture Editors on Theatrical and Television Motion Pictures -----	160
ON2.03 7th Day Rate -----	151	ON14.02 Screen Credits for Editing Department Personnel on Theatrical and Television Motion Pictures -----	160
ON2.04 Holiday Rate -----	151	ON14.03 Screen Credits for Editing Department Personnel on all other Motion Pictures -----	160
ON2.05 Overtime Calculation -----	151	ON14.04 Publicity -----	160
ON2.06 Statutory Overtime -----	151	ON14.05 Professional Designation -----	160
ON2.07 Payment of all Premiums -----	151		
ON2.08 Turnaround or Rest Period -----	151	ON15.00 MINIMUM STAFFING -----	160
ON2.09 Prior Approval of Producer -----	152	ON15.01 Minimum Personnel: Directors -----	160
ON3.00 MEAL BREAKS -----	152	ON15.02 Minimum Personnel: Production Department -----	160
ON3.01 Meal Breaks/Meal Penalty -----	152	ON15.03 Minimum Personnel: Art Department -----	160
		ON15.04 -----	160
ON4.00 VACATIONS AND HOLIDAYS -----	152	ON15.05 Minimum Personnel: Picture and Sound Editing Departments -----	161
ON4.01 Annual Vacation -----	152	ON15.06 Minimum Personnel: Accounting Department -----	161
ON4.02 Holidays -----	152	ON15.07 Minimum Personnel: Second Unit -----	161
ON4.03 Unworked Holidays During Regular Work Week -----	152	ON15.08 Minimum Personnel: Strip Programs -----	161
ON4.04 Holidays Falling on Days Off -----	152	ON15.09 Determination of Minimum Personnel Requirements -----	161
		ON15.10 -----	161
ON5.00 RETIREMENT, HEALTH AND WELFARE PLANS, AND ADMINISTRATION AND TRAINING FUND -----	152	ON15.11 -----	161
ON5.01 Exceptions to Article ON5.00 -----	152		
ON5.02 Health and Welfare Plan -----	153	ON16.00 SOUND POST PRODUCTION -----	161
ON5.03 Non-Member Equalization -----	153	ON16.01 Contracting Out -----	161
ON5.04 Retirement Contributions -----	153	ON16.02 Engagement of Post Production House Staff -----	161
ON5.05 Administration and Training Fund -----	153	ON16.03 Sound Post Production List -----	162
ON5.06 Member's Check-off -----	153	ON16.04 Updated Sound Post Production List -----	162
ON5.07 DGC Ontario Fringes -----	154	ON16.05 Half-day Rate -----	162
		ON16.06 Extended Term Contracts -----	162
ON6.00 CMPA LEVY -----	154	ON16.07 Multiple Assignments -----	162
ON6.01 CMPA Levy -----	154	ON16.08 "Favoured Nations" -----	162
		ON16.09 Sound Post Security -----	162
ON7.00 GUILD REMITTANCES -----	154		
ON7.01 Guild Remittances -----	154	ON17.00 APPROVED ONTARIO ARBITRATORS -----	162
		ON17.01 -----	162
ON8.00 NEW BUSINESS DEVELOPMENT PLAN -----	154		
ON8.01 Television Series and Pilots Incentives -----	154	ON18.00 WORK PERMITS -----	162
ON8.02 First Year Television Series Incentive -----	155	ON18.01 Permit Fees -----	162
ON8.03 Tier E Long Form Incentive -----	155		
ON8.04 Fact Based / Lifestyle / Docu-Drama Production -----	155	ON19.00 HEALTH AND SAFETY -----	163
		ON19.01 -----	163
ON9.00 TRAVEL AND ACCOMMODATION -----	155	ON19.02 Workers Safety and Insurance Board of Ontario -----	163
ON9.01 Studio Zone -----	155		
ON9.02 Nearby Location -----	155	ON20.00 LOCATION SUPPORT PERSONNEL (LSP) -----	163
ON9.03 Distant Location -----	156	ON20.01 Application of Standard Agreement -----	163
ON9.04 Travel Insurance -----	156	ON20.02 Bargaining Unit -----	163
ON9.05 Travel to Studio Zone -----	157	ON20.03 No Contracting Out -----	163
ON9.06 Use of Personal Vehicles -----	157	ON20.04 Hourly Engagement -----	163
ON10.00 LAY-OFF AND TERMINATION -----	157		
ON10.01 Notice of Lay-off -----	157		
ON10.02 Termination of Engagement -----	157		
ON11.00 CREDITS -----	158		
ON11.01 Credits -----	158		
ON11.02 Better Conditions -----	158		
ON11.03 Screen Credits -----	158		
ON11.04 Other Credits -----	158		
ON11.05 District Council Credit -----	158		
ON11.06 Removal or Alteration of Credit -----	158		
ON11.07 Submission of Proposed Screen Credit Format to the District Council -----	158		
ON11.08 Credit Grievance -----	158		

O N T A R I O – S C H E D U L E 5

T A B L E O F C O N T E N T S

ON20.05 Hourly Rates -----	163
ON20.06 Premium Payment Calculations -----	163
ON20.07 Overtime Calculations -----	163
ON20.08 Permittees -----	163
ON20.09 Meal Allowance and Breaks -----	163
ON20.10 Fringes -----	164
ON20.11 Safety -----	164
ON20.12 T2200 -----	164
BUDGET TIERS -----	165
RATE SHEETS -----	166
Production Department - 2010 Rates -----	166
Production Department - 2011 Rates -----	167
Production Department - 2012 Rates -----	168
Art Department – 2010 Rates -----	169
Art Department - 2011 Rates -----	169
Art Department - 2012 Rates -----	169
2010 Picture Editing Department Rates – Theatrical Motion Pictures, Made for Television Movies, Mini-Series -----	170
2010 Picture Editing Department Rates– Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series -----	170
2011 Picture Editing Department Rates – Theatrical Motion Pictures, Made for Television Movies, Mini-Series -----	171
2011 Picture Editing Department Rates – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series -----	171
2012 Picture Editing Department Rates – Theatrical Motion Pictures, Made for Television Movies, Mini-Series -----	172
2012 Picture Editing Department Rates – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series -----	172
2010 Sound Editing Rates – Theatrical Motion Pictures, Made for Television Movies, Mini-Series -----	173
2010 Sound Editing Rates – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series -----	173
2011 Sound Editing Department Rates – Theatrical Motion Pictures, Made for Television Movies, Mini- Series -----	174
2011 Sound Editing Department Rates – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series -----	174
2012 Sound Editing Department Rates – Theatrical Motion Pictures, Made for Television Movies, Mini- Series -----	175
2012 Sound Editing Department Rates – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series -----	175
2010 Accounting Department Rates -----	176
2011 Accounting Department Rates -----	176
2012 Accounting Department Rates -----	177
LETTERS OF UNDERSTANDING -----	179
NO. 1 - The DGC Ontario Jurisdiction -----	179
LETTERS OF UNDERSTANDING -----	180
NO. 2 - Fact Based/Lifestyle/Docu-Drama Production -----	180
WORK PERMIT APPLICATIONS -----	181
Non-Canadians -----	181
Canadian Citizens and Permanent Residents -----	182

ON1.00 REGULAR WORK DAY

ON1.01 Work Day

- (a) Except for the Director, or a Guild Member engaged on a Flat Deal basis, the work day shall be twelve (12) hours, including paid meal breaks, for Art, Editing and Accounting Department classifications and fourteen (14) hours, including paid meal breaks, for Production Department classifications, in a twenty-four (24) hour period. The work day for a Director, or a Guild Member engaged on a Flat Deal basis, shall be a twenty-four (24) hour period.
- (b) The work day commences at the Guild Member's Call time.
- (c) A work day starting on one (1) calendar Day and continuing into the following calendar Day shall be deemed to be one (1) work day, namely the work day on which work started.

ON1.02 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.

ON1.03 Work Week

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

ON1.04 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, and with the consent of the affected Guild Members, the work week may be changed from the last week of prep to the first week of principal photography provided that Guild Members receive one (1) day off.
- (e) In all of the above scenarios, when a Guild Member is approved to work on the one (1) Day off, then this Day shall be considered a seventh (7th) Day. Day one (1) of principal photography would be Day one (1) of the work week.

ON1.05 Fractional Work Week

With the exception of the Director, the Producer shall pay a Guild Member whose assignment starts on other than the first (1st) day of the established work week or ends on other than the last Day of the established work week one-fifth (1/5th) of 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.

ON1.06 Daily Calls

- (a) Any change or cancellation of daily Calls, other than for forecasted adverse weather, shall be made ten (10) hours prior to the starting time of Call, or if possible, before the Guild Member leaves work at the end of the preceding work day.
- (b) Due to forecasted adverse weather, the Producer may cancel a daily crew Call up to eight (8) hours prior to the starting time of the Call.
- (c) Subject to the provisions of this Standard Agreement, when a Guild Member engaged on a daily basis reports for work as scheduled, or if the Producer fails to provide the minimum notice in this article ON1.06, the Producer shall pay to the Guild Member not less than one (1) Day's Gross Remuneration.

ON1.07 Hiatus Periods

- (a) The Producer shall be entitled to impose a maximum hiatus period equal to one (1) week for each eight (8) weeks of the production period, provided that the Producer gives eighteen (18) calendar Days written notice of the hiatus to the District Council and each Guild Member subject to events of force majeure.
- (b) Hiatus means a planned, unpaid stoppage of work for a period of three (3) or more work days.
- (c) A hiatus of less than two (2) weeks will not be imposed for the purpose of avoiding payment for holidays.
- (d) The three (3) statutory holidays at Christmas are not worked/not paid except where the Christmas break is ten (10) or fewer consecutive Days.
- (e) For the purpose of article ON1.07, the Production period will be calculated from the opening of the Production office to the completion date of the Contract for Services of the Sound Editor or the Production Accountant, whichever is later.

ON1.08 Flat Deals

- (a) Flat Deal is an agreement between a Producer and a Guild Member relating to the job classifications set out below:
 - (i) Second Unit Director;
 - (ii) Production Manager;
 - (iii) First Assistant Director;
 - (iv) Second Assistant Director;
 - (v) Location Manager;

- (vi) Two (2) highest ranking Guild Members engaged in the Art Department, as determined by job classification;
- (vii) All Editing Department classifications.
- (viii) Production Accountants
- (ix) First Assistant Production Accountants
- (x) Second Assistant Production Accountants
- (b) Article ON2.01 is not applicable, and articles ON2.02, ON2.03, ON2.04 and ON2.08 are applicable to a Guild Member engaged on a Flat Deal.
- (c) Each Guild Member's Contract for Services shall clearly state whether Over-scale payments may be credited or offset against the premium provided for in article ON2.01. Offsetting of Over-scale shall not be allowed to reduce a Guild Member's Gross Remuneration to less than the minimum Gross Remuneration required by this Agreement. The Contracted Rate will form the basis of all calculations.
- (d) Failure to designate clearly the offset rights in the Contract for Services will mean the loss of any right to credit or offset Over-scale payments.

ON1.09 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.

ON2.00 PREMIUM REMUNERATION

ON2.01

- (a) **Overtime - First Five (5) Days - Production, Art, Editing & Accounting Departments**
 - (i) **First Five (5) Days, After Twelve (12) Hours of work for Art, Editing and Accounting**
For all work exceeding twelve (12) hours, but less than sixteen (16) hours on any one of the first five (5) work days of the work week, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formulae:

DAILY RATE	Contracted Rate ÷ 8 x 2
WEEKLY RATE	Contracted Rate ÷ 40 x 2
 - (ii) **First Five (5) Days, After Fourteen (14) Hours of work for Production Department**
For all work exceeding fourteen (14) hours, but less than sixteen (16) hours on any one of the first five (5) work days of the work week, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formulae:

DAILY RATE	Contracted Rate ÷ 8 x 2
WEEKLY RATE	Contracted Rate ÷ 40 x 2
 - (iii) **First Five (5) Days, After Sixteen (16) Hours of work for Art, Editing, Accounting and Production Departments**
For all work exceeding sixteen (16) hours on any one of the first five (5) work days of the work week, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion

thereof of time worked, calculated in accordance with the following formulae:

DAILY RATE Contracted Rate ÷ 8 x 3
 WEEKLY RATE Contracted Rate ÷ 40 x 3

(b) Overtime - Sixth (6th) Day - Production, Art, Editing and Accounting Departments

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

For all work exceeding twelve (12) hours, but less than sixteen (16) hours on a sixth (6th) work day in a period of seven (7) consecutive calendar Days, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE
 6th Day rate under article ON2.02 ÷ 8 x 2

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

For all work exceeding fourteen (14) hours, but less than sixteen (16) hours, on a sixth (6th) work day in a period of seven (7) consecutive calendar Days, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE
 6th Day rate under article ON2.02 ÷ 8 x 2

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

For all work exceeding sixteen (16) hours on a sixth (6th) work day in a period of seven (7) consecutive calendar Days, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE
 6th Day rate under article ON2.02 ÷ 8 x 3

(c) Overtime - Seventh (7th) Day - Production, Art, Editing and Accounting Departments

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

For all work exceeding twelve (12) hours, but less than sixteen (16) hours, on a seventh (7th) work day in a period of seven (7) consecutive calendar Days, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE
 7th Day rate under article ON2.03 ÷ 8 x 2

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

For all work exceeding fourteen (14) hours, but less than sixteen (16) hours, on a seventh (7th) work day in a period of seven (7) consecutive calendar Days, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE
7th Day rate under article ON2.03 ÷ 8 x 2

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

For all work exceeding sixteen (16) hours on a seventh (7th) work day in a period of seven (7) consecutive calendar Days, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE
7th Day rate under article ON2.03 ÷ 8 x 3

(d) Overtime - Holiday - Production, Art, Editing and Accounting Departments

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

For all work exceeding twelve (12) hours, but less than sixteen (16) hours on a holiday, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE
Holiday rate under article ON2.04 ÷ 8 x 2

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

For all work exceeding fourteen (14) hours, but less than sixteen (16) hours on a holiday, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE
Holiday rate under article ON2.04 ÷ 8 x 2

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

For all work exceeding sixteen (16) hours on a holiday, the Producer must pay to each Guild Member premium pay for each one (1) hour or portion thereof of time worked, calculated in accordance with the following formula:

DAILY OR WEEKLY RATE
Holiday rate under article ON2.04 ÷ 8 x 3

(e) Exceptions

Articles ON2.01(a) through (d) do not apply to a Guild Member engaged on a Flat Deal basis or to a Director except as provided for in article ON1.08.

ON2.02 6th Day Rate

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

DAILY RATE Contracted Rate x 1 1/2
WEEKLY RATE Contracted Rate ÷ 5 x 1 1/2

ON2.03 7th Day Rate

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

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

ON2.04 Holiday Rate

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

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

ON2.05 Overtime Calculation

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

ON2.06 Statutory Overtime

The rates set out in this Schedule or set out in any Contract for Services, the rates applicable to a Flat Deal, and all rates set out in article ON2.00 of this Schedule, are deemed to include any statutory entitlement to overtime pay; however this "deeming" provision shall in no way adversely affect the Guild Member's entitlement to or the Producer's obligation to pay premium pay under article ON2.00 of this Schedule.

ON2.07 Payment of all Premiums

Where two (2) or more premium rates specified in article ON2.01, ON2.02, ON2.03, ON2.04 or ON2.08 are applicable, the Producer shall pay to the Guild Member all applicable premiums, provided that the premium under those articles shall in no case exceed three (3) times the Contracted Rate.

ON2.08 Turnaround or Rest Period

- (a) Each Guild Member must have a turnaround or rest period between each work day of not less than ten (10) hours free from work.
- (b) The minimum rest period for each Guild Member on a regular work week shall be fifty (50) consecutive hours free from work for Television Motion Pictures.

For Theatrical Motion Pictures the minimum rest period for each Guild Member on a regular work week shall be fifty-four (54) consecutive hours free from work. On two (2) occasions in a four-week cycle, and with forty-eight hours (48) written notice to the District Council, the Producer may reduce the weekend turnaround for Theatricals by four (4) hours.
- (c) The minimum rest period for each Guild Member on a six-day work week shall be thirty-four (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 on a four-day work week shall be seventy-two (72) consecutive hours free from work.

(e) Turnaround or Rest Period Encroachment

For each one (1) hour or portion thereof, based on one-quarter (1/4) hour increments, of encroachment into any applicable turnaround or rest period, 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:

DAILY RATE Contracted Rate ÷ 8 x 2
 WEEKLY RATE Contracted Rate ÷ 40 x 2

- (f)** The provisions of article ON2.08 shall not apply to a Director.
- (g)** Premium pay under article ON2.08 must be paid in addition to any other premium pay under article ON2.00, provided that the premium under those articles shall in no case exceed three (3) times the pro-rated hourly rate.

- (c)** This provision shall not apply to persons engaged under article 7.11. In lieu of such provisions, the Employment Standards Act of Ontario shall govern with respect to vacation pay for those persons engaged under article 7.11.

ON2.09 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.

ON3.00 MEAL BREAKS

ON3.01 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 six (6) consecutive hours without a first paid meal break and eight (8) consecutive hours without a second paid meal break, failing which, each affected Guild Member will receive an additional twenty dollars (\$20.00) to a maximum of twenty dollars (\$20.00) per Day.

If the Guild Member is given a non-deductible meal appropriate to the time of Day, prior to the general crew call, 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.

ON4.00 VACATIONS AND HOLIDAYS

ON4.01 Annual Vacation

- (a)** The Producer shall pay to each Guild Member, including a Loan-out Corporation, four percent (4%) of the Guild Member's Gross Remuneration. Such premium or additional payments shall be paid weekly with the regular remuneration payment.
- (b)** Payment for or in lieu of annual vacation or an additional payment shall not be subject to individual negotiation between any Guild Member or Loan-out Corporation and any Producer.

ON4.02 Holidays

The following Days are recognized as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday (first Monday in August)
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day,

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

ON4.03 Unworked Holidays During Regular Work Week

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

ON4.04 Holidays Falling on Days Off

- (a)** When a holiday falls on a Guild Member's normal Day off, the Guild Member shall be given a Day off on either the work day before or the work day after the holiday.
- (b)** When two (2) holidays fall on a Guild Member's normal Days off, the Guild Member shall be given four (4) consecutive Days off including the two (2) consecutive normal Days off.
- (c)** If the appropriate number of Days off is not provided in lieu of the holidays as required in article ON4.04(a) or (b), then the Producer shall pay to the Guild Member one (1) Day's remuneration based on the contracted daily rate or one-fifth (1/5) of the contracted weekly rate as applicable for each such Day off not provided.
- (d)** The Producer shall designate the Day(s) to be granted as the Day(s) off.

ON5.00 RETIREMENT, HEALTH AND WELFARE PLANS, AND ADMINISTRATION AND TRAINING FUND

ON5.01 Exceptions to Article ON5.00

The provisions of articles ON5.02 Health and Welfare Plan and ON5.04 Retirement Contributions shall not apply to persons engaged under article 7.11, except as provided for in ON5.03.

ON5.02 Health and Welfare Plan

The Producer shall pay to the District Council a percentage, based on the applicable tier level of the Production of the Guild Member's (excluding Permittees) Gross Remuneration, as set out in article ON5.07, as the Producer's contribution to the Guild's health and welfare plan. Such contributions shall be remitted to DGC Ontario in accordance with article ON7.01.

ON5.03 Non-Member Equalization

- (a) In order to equalize the payments and deductions in respect of Members of the Guild and non-Members, and in lieu of a health contribution, the Producer shall contribute an amount equal to a percentage based on the applicable tier level of the Production, as set out in article ON5.07, of the Gross Remuneration paid to each Permittee non-Member and remit the non-Member equalization payment directly to the District Council every two (2) weeks.
- (b) In circumstances where a Producer or a Permittee non-Member is paying into an alternate plan, no non-Member equalization payment(s) shall be required to be paid under article 7.11.

ON5.04 Retirement Contributions

- (a) The Producer will remit weekly, in Canadian dollars, to DGC Ontario, as or in lieu of a retirement contribution, a percentage of the Guild Member's Gross Remuneration, based on the applicable tier level of the Production as set out in article ON5.07. The Producer shall provide the District Council with proof of such payments with a complete remittance breakdown.
- (b) The provisions of this article shall apply only to Guild Members eighteen (18) years of age or over. No Guild Member can contribute to an RRSP after December 31 in the year in which the Guild Member turns seventy-one (71). Therefore, the Producer will remit directly to the affected Guild Member the applicable retirement contribution should the Guild Member be unable to contribute by law. If the age stipulated in the federal legislation should change, this article shall be amended so as to reflect that change.
- (c) For Permittees, the Producer will remit directly to the Permittee the applicable retirement contribution. The Producer shall provide the District Council with proof of such payments with a complete remittance breakdown.

ON5.05 Administration and Training Fund

- (a) The Producer who is a member of the CMPA shall contribute to the DGC Ontario with respect to each Guild Member a percentage of the Guild Member's Gross Remuneration based on the applicable tier level of the Production as set out in article ON5.07. A Producer who is not a member of the CMPA or who is not a member in good standing of the CMPA, shall contribute an amount equal to three percent (3%), and will remit same to the District Council in accordance with article ON7.00.
- (b) The District Councils and the CMPA are jointly committed to developing training programs that will increase the number of qualified Guild Members who are available to service the film and television industry. To this end, the parties acknowledge the ongoing contribution to training initiatives from monies in the administration and training fund as set out in each District Council Schedule of the Agreement.

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

ON5.06 Member's Check-off

(a) Check-Off Authorization

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 DGC, Ontario authorizing the Producer to deduct two percent (2%) of the Gross Remuneration as administrative dues in the case of Guild Members (except Permittees) and administrative charges in the case of Permittees and to pay same to the DGC, Ontario. In addition to these two percent (2%) administrative dues or 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 DGC Ontario.

(b) Check-Off Remittance

The Producer must check-off the two percent (2%) administrative dues or charges and the voluntary deductions provided for in article ON5.06(a) from the remuneration paid to each Guild Member (including each Permittee) and remit said monies to the District Council in accordance with article ON7.00.

(c) 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) indicating thereon the amount and type of check-offs paid by the Guild Member in that taxation year. In the case of Guild Members who are engaged as Loan-out Corporations, the Producer shall submit to them a statement of the check-offs paid within thirty (30) Days of completion of Production or post-Production of the Motion Picture, whichever applies.

(d) Change in Members' Check-Off

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

(e) Producer's Liability

Any knowing or intentional failure by the Producer to remit monies collected under this article ON5.06 shall cause the Producer to be solely responsible and liable for any monies owing.

ON5.07 DGC Ontario Fringes

Tier	Vacation	Health & Welfare OR Non-Member Equalization Payment*	Retirement Contribution**	Administration & Training Fund	Total	CMPA Levy***	Grand Total
A	4%	5%	6%	1.5%	16.5%	2%	18.5%
B	4%	5%	6%	1.5%	16.5%	2%	18.5%
C	4%	5%	4.5%	0.5%	14%	2%	16%
D	4%	5%	2%	0.5%	11.5%	2%	13.5%
E	4%	4%	0%	0%	8%	2%	10%
F	4%	2%	0%	0%	6%	2%	8%

*Payable to DGC Ontario in accordance with ON5.02 and ON5.03

**Payable to DGC Ontario in accordance with article ON5.04

*** Payable directly to the CMPA as per article ON6.00

For Fact Based/Lifestyle/Docu-Drama Productions the fringe package is Tier E plus 0.5% Administration and Training.

ON6.00 CMPA LEVY

ON6.01 CMPA Levy

- (a) Each month, the CMPA will provide to the DGC Ontario a list of CMPA members in good standing.
- (b) Provided that the Producer is a member in good standing of the CMPA, the Producer shall remit directly to the CMPA on the form provided by the CMPA an amount equal to two percent (2%) of all Gross Remuneration paid to Guild Members to a maximum of five thousand (\$5,000) per feature, MFT, Pilot or part of a Mini-Series, or two thousand, five hundred (\$2,500) per Episode of a Series, to be remitted at the same time as other payments to Guild Members. The CMPA confirms its right to modify the CMPA levy at any point at its sole discretion.
- (c) A Producer who is not a member of the CMPA, or who is not a member in good standing of the CMPA shall pay to the DGC Ontario on behalf of the CMPA an amount equal to two and one half percent (2.5%) of all Gross Remuneration paid to Guild Members. Subject to an alternate direction from the CMPA, this amount shall be collected by the DGC Ontario and remitted to the CMPA on a monthly basis, subject to the deduction of an administration fee in favour of the DGC Ontario equal to one quarter of a percent (0.25%) of all Gross Remuneration paid to Guild Members by the Producer.
- (d) In any case where the DGC Ontario is unable to collect the levy specified in this article ON6.00, then the CMPA, and not the DGC Ontario shall initiate whatever collection procedures are appropriate to the CMPA.
- (e) The CMPA hereby releases and forever discharges, and covenants and agrees to save harmless and indemnify the DGC Ontario and each Guild Member from any and all actions or claims in any way relating to the collection and remittance of monies by the DGC Ontario under this article ON6.00, and preparation of the list specified in article ON6.01(a).

ON7.00 GUILD REMITTANCES

ON7.01 Guild Remittances

- (a) In any month in which remuneration is paid to a Guild Member, the Producer must submit to the DGC Ontario bi-weekly on a current basis all the DGC Ontario remittances and records of remuneration paid to Guild Members. At the option of the Producer, all such remittances and records may be submitted on a weekly basis. At the time that remittances are forwarded to the DGC Ontario, the Producer must forward a list indicating the name of each Guild Member and the amount and description of each remittance.
- (b) That portion of the Gross Remuneration paid to a Guild Member in excess of one hundred and fifty thousand dollars (\$150,000) Canadian funds on a per Production or per television Series cycle basis, shall not be subject to any further deduction or payment, as the case may be, with respect to: Guild Members' check-off (see article ON5.06) and health and welfare contributions (see article ON5.02) and non-Member equalization (see article ON5.03). In the case of article ON5.05 (Administration and Training Fund) the cap will be fifty thousand dollars (\$50,000)

ON8.00 NEW BUSINESS DEVELOPMENT PLAN

ON8.01 Television Series and Pilots Incentives

(a) Series and Pilots

Any Producer will access the following incentives for a Pilot or the first two (2) seasons of a television Series, provided there is first a mandatory and good faith consideration of DGC Directors for the Pilot and for all Episodes of the season(s) in question:

TIER	RATE	FRINGES
A	2010 – 10% off 2010 Rates 2011 - 8% off 2011 Rates 2012 – 5% off 2012 Rates TV Series Beginning in 2010 are grandfathered*	Vacation Pay 4%
		Health & Welfare / Non-Member Equalization 5%
		Retirement Contribution 5%
		Administration & Training Fund 0.5%
		Total 14.5%
		CMPA Levy** 2%
		Grand Total 16.5%
B	2010 – 10% off 2010 Rates 2011 - 8% off 2011 Rates 2012 – 5% off 2012 Rates TV Series Beginning in 2010 are grandfathered*	Vacation Pay 4%
		Health & Welfare / Non-Member Equalization 5%
		Retirement Contribution 5%
		Administration & Training Fund 0.5%
		Total 14.5%
		CMPA Levy** 2%
		Grand Total 16.5%
C	2010 – 10% off 2010 Rates 2011 - 8% off 2011 Rates 2012 – 5% off 2012 Rates TV Series Beginning in 2010 are grandfathered*	Vacation Pay 4%
		Health & Welfare / Non-Member Equalization 5%
		Retirement Contribution 3.5%
		Administration & Training Fund 0%
		Total 12.5%
		CMPA Levy** 2%
		Grand Total 14.5%
D	2010 – 10% off 2010 Rates 2011 - 8% off 2011 Rates 2012 – 5% off 2012 Rates TV Series Beginning in 2010 are grandfathered*	Vacation Pay 4%
		Health & Welfare / Non-Member Equalization 5%
		Retirement Contribution 2.5%
		Administration & Training Fund 0%
		Total 11.5%
		CMPA Levy** 2%
		Grand Total 13.5%
E	Standard Rates Apply	Vacation Pay 4%
		Health and Welfare / Non-Member Equalization 4%
		Pension 0%
		Administration & Training Fund 0%
		Total 8%
		CMPA Levy** 2%
		Grand Total 10%

ALL TIERS: MANDATORY PRIOR CONSIDERATION OF DGC DIRECTORS

*Grandfathered: If a Television Series has its first year in 2010 and qualifies for this incentive, 10% off 2010 rates; in the second year of the Series 10% off 2011 rates;

** Payable to the CMPA as per article ON6.00

(b) MFTs and Mini-Series Incentives

The financial incentives provided for in article ON8.01(a) will also apply to Tiers C and D MFTs and Tiers C and D Mini-Series, which engage a DGC Director.

ON8.02 First Year Television Series Incentive

In 2010, for the initial season of Television Series which does not qualify for the incentives provided for in ON8.01(a) but

which has at least fifty percent (50%) of its Episodes directed by Guild Members, the DGC Ontario will waive the Administration and Training Fund contribution for that season. This incentive may not apply for a Television Series that opens its Production office later than December 31, 2010.

ON8.03 Tier E Long Form Incentive

For Tier E Productions of Movies for Television, Theatricals and Mini-Series, which engage a DGC Director, the minimum daily and weekly fees for all other categories are negotiable provided that no Guild Member receives less than the standard Ontario minimum wage.

ON8.04 Fact Based / Lifestyle / Docu-Drama Production

See Ontario Letter of Understanding NO. 2

ON9.00 TRAVEL AND ACCOMMODATION

ON9.01 Studio Zone

(a) Studio zone is the area within the boundaries of Winston Churchill Boulevard to Highway 7 to Highway 50 to Major Mackenzie to Highway 30 to the Seventh Concession to Lakeridge Road (23) to Lake Ontario. The studio zone is deemed to include Kleinberg Studios.

(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 within a reasonable walking distance from such location, otherwise a shuttle system will be provided free by the Producer to transport all Guild Members.

When the Producer opts to provide a shuttle system the schedule must be convenient for the Guild Member and the Producer will be responsible for the transportation of the Guild Member's kit and all-weather gear.

(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 ON9.06(d). For the purposes of this article ON9.01, such locations and post production facilities shall be deemed to include, without limitation, editing rooms, cutting rooms, dubbing theatres, music recording studios, labs, optical houses, post production related libraries and Motion Picture shooting locations.

(d) 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.

ON9.02 Nearby Location

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

(b) Work time and travel distance, if applicable,

concerning work by any Guild Member on any Nearby Location shall commence when the Guild Member crosses the studio zone boundary and ends at this same point.

These provisions will not apply for days worked in Oshawa, Whitby, Uxbridge, Pickering, Oakville, Burlington and Hamilton when another film and television labour organization agrees to a similar accommodation regarding the zone.

- (c) The cost of transportation to and from Nearby Locations shall be assumed by the Producer at no cost to the Guild Member. 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 ON9.06(d) shall apply. This provision shall apply to all Nearby Locations including work days in Oshawa, Whitby, Uxbridge, Pickering, Oakville, Burlington and Hamilton.

When the Producer opts to provide a shuttle system the schedule must be convenient for the Guild Member and the Producer will be responsible for the transportation of the Guild Member's kit including all-weather gear.

ON9.03 Distant Location

(a) Notice

The Producer shall give the Guild and the Guild Members affected a minimum of forty-eight (48) hours written notice of departure to any Distant Location, including means of transportation acceptable to the 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 fifteen dollars (\$15.00) in Canadian funds per Distant Location day in Canada, or fifteen dollars (\$15.00) in U.S. funds per Distant Location day in the U.S. or elsewhere in the world to cover miscellaneous expenses.
- (iii) In addition, the Producer shall pay to each Guild Member in advance a per diem allowance of fifty dollars (\$50.00) in Canadian funds per Distant Location day in Canada, or fifty dollars (\$50.00) 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 ten dollars (\$10.00) for breakfast, fifteen dollars (\$15.00) for lunch, and twenty-five dollars (\$25.00) 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 make available supplied 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 ON9.03(b)(ii). This provision for supplied accommodation and per diem allowances will apply to work days which are fourteen (14) hours in duration or longer in Oshawa, Whitby, Uxbridge, Pickering, Oakville, Burlington and Hamilton.

(c) Work Time, Travel Time

Time spent travelling to and from Distant Locations shall be considered time worked and shall be subject to payment in accordance with this Standard Agreement. Travel time shall be calculated in reference to the Production office.

(d) Transportation

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

(e) Air Travel

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

(f) Rail Travel

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

ON9.04 Travel Insurance

- (a) The Producer shall provide accidental death and dismemberment insurance with a benefit in a sum not less than two hundred and fifty thousand dollars (\$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 five hundred kilometres (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 two hundred and fifty thousand dollars (\$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.

ON9.05 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 (1) 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, ON9.05, shall limit the Guild Member from negotiating with the Producer travel arrangements and per diem arrangements in addition to any other remuneration.

ON9.06 Use of Personal Vehicles

- (a)** Ownership of a vehicle shall not be a condition of engagement. It shall not be a violation of this Standard 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 ON9.06(c), the Producer must pay either:
 - (i)** forty-two (42) cents per kilometre, or
 - (ii)** a flat rate of thirty one dollars (\$31.00) per Day plus all gas expenses incurred for work related purposes

The Producer shall elect either option (i) or (ii). That election shall apply for the duration of the Guild Member's engagement and shall be specified in the Guild Member's Contract for Services. Where no election is made or no rate is specified, then the Producer shall pay the higher total amount to the Guild Member.
- (e)** The above reimbursement shall be paid to each Guild Member weekly with the regular remuneration payment.
- (f)** The Producer may elect to provide the Guild Member with a vehicle and pay its operating costs and need not rent the personal vehicle of any Guild Member.

ON10.00 LAY-OFF AND TERMINATION

ON10.01 Notice of Lay-off

(a) Definition

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

(b) Weekly

The Producer shall give a Guild Member engaged on a weekly basis a minimum of one (1) week's written notice of lay-off or a lump sum equal to one (1) week's Gross Remuneration as severance pay in lieu thereof, or where the Guild Member has been engaged for more than one (1) year, a minimum of two (2) weeks' 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.

(d) Record of Employment

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

ON10.02 Termination of Engagement

(a) 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.

(b) Replacing Daily Guild Member

A Guild Member engaged on a daily basis shall not be replaced for the purpose of avoiding overtime or turnaround premiums. However, when it is anticipated that such a Member will qualify for overtime or turnaround premiums, and subject to article ON1.06(c), the Producer may divide the work day into shifts and may call a substitute daily Guild Member to relieve that daily Guild Member.

(c) Replacement Pay

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

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

- (iii) ten (10) or fewer days, either one (1) week's written notice of replacement (exclusive of hiatus periods) or replacement pay in a lump sum equal to one (1) week's Gross Remuneration in lieu of such notice, but not both, where the Guild Member is engaged on a weekly basis.
- (d) The Producer may give notice under article ON10.02(c)(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.
- (e) If the Producer re-engages the Guild Member, the Member shall not be required to return the replacement pay to the Producer.
- (f) A Guild Member discharged for just and reasonable cause is not eligible for replacement pay.

ON11.00 CREDITS

ON11.01 Credits

This Schedule 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.

ON11.02 Better Conditions

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

ON11.03 Screen Credits

- (a) In every place where screen credits must be given, the screen credits shall be written in a size and style of print which is legible and projected on a background which does not diminish the value of the credit. Screen credits shall not appear against a background which consists of an advertising or commercial message.
- (b) The screen credit for any Guild Member on any Motion Picture, or any copy, version, reprint or 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.

ON11.04 Other Credits

Every Guild Member is entitled as of right to receive credit on all promotional literature, paid advertisements and publicity where it is customary in the 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.

ON11.05 District Council Credit

The Producer shall give to the DGC Ontario on the Motion Picture and every copy, version, reprint or re-production thereof screen credit by displaying the DGC Ontario logo. The DGC Ontario 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 Ontario logo is trade marked in the name of the DGC Ontario and is the sole property of the DGC Ontario. The DGC Ontario shall supply to the Producer the artwork of its logo.

ON11.06 Removal or Alteration of Credit

- (a) Every Guild Member shall have the right subject to his sole discretion to refuse to have any credit using his name used in any form or manner by the Producer, which right must be exercised by the Guild Member through written notice to the Producer prior to publication of such credit by the Producer.
- (b) Every Guild Member shall have the right to replace with a pseudonym any credit to which the Guild Member is entitled pursuant to the Contract for Services or this Standard Agreement, provided that such pseudonym is in good taste and is not the name of any well-known person, living or dead, and provided that such right of replacement is exercised by the Guild Member through written notice to the Producer prior to publication of credit by the Producer.
- (c) The DGC Ontario 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 DGC Ontario prior to publication of its name and/or logo by the Producer. Notwithstanding anything, the DGC Ontario 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 Ontario without the prior express written consent of the DGC Ontario.

ON11.07 Submission of Proposed Screen Credit Format to the District Council

The Producer must submit to the DGC Ontario the proposed format for the final screen credits for each Theatrical and Television Motion Picture, before prints are prepared. Once the DGC Ontario approves the proposed screen credits, security will be released provided all other contractual obligations have been met. The failure to obtain the DGC Ontario's advance approval constitutes a breach of this Agreement subject to arbitration under article 10.00 of the core Agreement. An arbitrator thereunder is empowered to order any remedy deemed appropriate to counteract the effects of the breach.

ON11.08 Credit Grievance

- (a) Any grievance with respect to and concerning any credit to which any Guild Member may be entitled pursuant to this Standard Agreement or any Contract for Services may be referred by either party immediately to an arbitrator appointed pursuant to the provisions of article 10.00 who must determine the matter in accordance with this Standard Agreement and any applicable Contract for Services within fifteen (15) calendar Days of the reference to arbitration. If all parties agree, the arbitrator selection procedure set out in article 10.10 may be bypassed in favour of the joint appointment of an industry expert (i.e. Mary Kahn). Unless the parties agree otherwise, a jointly appointed industry expert shall be vested with the powers identified in article 10.11.
- (b) Without limiting the scope of the arbitrator's decision-making authority pursuant to this Standard Agreement and any applicable

Contract for Services, the arbitrator shall have the right in respect of any credit grievance to determine the following:

- (i) The kind, size, positioning and length of viewing of any screen credit; and,
- (ii) The right of any Guild Member to receive screen credit or other credit and the form, manner and duration of publication; and
- (iii) Where two (2) or more Guild Members may have the right to receive credit for the same job classification, which Guild Members shall receive that credit and the form, manner and duration of publication including, without limitation, where screen credit is concerned, the kind, size, positioning and length of viewing of the screen credits.

ON12.00 SCREEN CREDITS FOR PRODUCTION DEPARTMENT

ON12.01 Screen Credits for Production Managers, First and Second Assistant Directors on Theatrical and Television Motion Pictures

- (a) The Producer shall accord credit in a "prominent place" on all positive prints of each Theatrical and Television Motion Picture, to the Production Manager, First Assistant Director, and Second Assistant Director rendering their services on such Motion Picture.
- (b) The term "prominent place" means no less than a separate card, or its equivalent in a crawl, shared by no more than three (3) names. The only "technical" credits which may receive a more prominent place shall be those of the Costume Designer, Music Composer, Director of Photography, 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 or Television Motion Picture photographed in whole or in part in a foreign country on which the Producer engages any Production Manager or Assistant Director subject to this Agreement and any Production Manager or Assistant Director not subject to this Agreement, if the Production Manager, First Assistant Director, or Second Assistant Director subject to this Agreement works on such a Production less than fifty percent (50%) of the shooting days, 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.

ON12.02 Screen Credits for Location Managers, Unit Managers and Assistant Production Managers on Theatrical and Television Motion Pictures

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

ON12.03 Screen Credits for Third Assistant Directors, Assistant Location Managers and Production Assistants

- (a) **Theatrical Motion Pictures**
On Theatrical Motion Pictures, any Third Assistant Director, Assistant Location Manager, and Production

Assistant assigned for at least one-third (1/3rd) of principal photography, shall receive credit for their job classification.

(b) Television Motion Pictures

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

ON12.04 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**
On Theatrical Motion Pictures, the credit for all Assistants, Clerks and Trainees shall be at the Producer's discretion.
- (c) **Television Motion Pictures**
On Television Motion Pictures, the credit for all Assistants, Clerks and Trainees shall be at the Producer's discretion.

ON13.00 SCREEN CREDITS FOR ART DEPARTMENT

ON13.01 Screen Credits for Production Designers or for Art Directors as Head of the Department

- (a) On all positive prints of each Theatrical and Television Motion Picture, 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.
- (b) **Production Design Credit for Subsequent Use**
When a set design or a realized set is reused, the Production Designer or Art Director responsible for its design will be awarded a screen credit. The form and placement of this credit will be at the discretion of the Producer.

ON13.02 Screen Credits for Art Directors Working Under a Production Designer and for First Assistant Art Directors/Set Designers

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

ON13.03 Screen Credits for Second Assistant Art Directors, and Art Department Trainees

- (a) **Theatrical Motion Pictures**
On Theatrical Motion Pictures, any Second Assistant Art Director, and Art Department Trainee (PA) shall receive credit for their job classification.
- (b) **Television Motion Pictures**
On Television Motion Pictures, the credit for Second Assistant Art Director, and Art Department Trainee (PA) shall be given at the Producer's discretion.

ON14.00 SCREEN CREDITS FOR EDITING DEPARTMENT

ON14.01 Screen Credits for Picture Editors on Theatrical and Television Motion Pictures

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

ON14.02 Screen Credits for Editing Department Personnel on Theatrical and Television Motion Pictures

- (a) On all Theatrical Motion Pictures and Television Motion Pictures over sixty (60) minutes in length, all Editing Department personnel engaged on such Motion Pictures shall receive screen credit for their classification.
- (b) On all Television Motion Pictures sixty (60) minutes or less in length, the Picture Editor shall receive screen credit in accordance with article ON14.02 and all Sound Editors engaged on such Motion Pictures shall receive screen credit for their classification. The granting of screen credit for all other Editing Department personnel shall be subject to negotiation between each individual Guild Member and the Producer.

ON14.03 Screen Credits for Editing Department Personnel on all other Motion Pictures

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

ON14.04 Publicity

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

ON14.05 Professional Designation

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

ON15.00 MINIMUM STAFFING

ON15.01 Minimum Personnel: Directors

- (a) The Producer will engage one (1) Director for the production period of the Motion Picture.
- (b) **Television Series**
On a television Series, the Producer will engage at least two (2) Directors for the series who shall function on a "prep-shoot" basis.
- (c) Each Director shall be engaged pursuant to a specific

term engagement under article 12.04.

ON15.02 Minimum Personnel: Production Department

- (a) For the purposes of article ON15.00, 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 (1) Production Manager in the Production Department, one (1) First Assistant Director, in the Assistant Director Department, and one (1) Location Manager in the Locations Department.
- (c) **Television Series**
Subject to ON15.02(d), on a television Series, the Producer will engage at least two (2) First Assistant Directors and two (2) Location Managers, all of whom shall function on a "prep-shoot" basis and at least one (1) Production Manager.
- (d) With respect to the requirement that two (2) Location Managers be engaged on a television Series:
 - (i) If the District Council cannot supply a qualified Location Manager, an Assistant Location Manager may be used in place of one of the Location Managers without being upgraded to the higher category.
 - (ii) For all Productions where principal photography is shot entirely in the studio, only one (1) Location P.A. is required.
- (e) **Eight Hour Call**
Where Production Assistants (PA's) are normally engaged, and where a weekly key PA is engaged, the Producer may engage additional daily Production Assistants subject to an eight (8) hour minimum Call;
 - (i) The daily PA will receive no less than fifty-five percent (55%) of the applicable daily rate for a maximum eight (8) hour Call, inclusive of a one half (1/2) hour paid meal break be required to be taken by the end of the sixth (6th) hour of work.
 - (ii) If the daily PA is required to work in excess of eight (8) hours the daily PA will receive no less than the full applicable daily rate.
- (f) **Four Hour Call**
A Guild Member may be engaged on a maximum four (4) hour Call for the sole purpose of securing signatures for a location permit. The Guild Member will receive no less than forty percent (40%) of the Location PA(LPA) daily rate. Hours in excess of the four (4) hour Call will be calculated as regular overtime based on the daily rate for a Location PA.

ON15.03 Minimum Personnel: Art Department

The Producer will engage as department head at least one (1) Production Designer or Art Director in the Art Department.

ON15.04

The Producer will engage a Guild Member in each classification set out in articles ON15.02 and ON15.03 for a minimum of five (5) work days each

and every week of principal photography, and where applicable, each and every week of pre-production.

ON15.05 Minimum Personnel: Picture and Sound Editing Departments

(a) Picture Editing

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

(b) Sound Editing

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

(c) Supervising Editor

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

ON15.06 Minimum Personnel: Accounting Department

(a) The Producer will engage at least one (1) Production Accountant. A company which employs full time permanent accounting staff during the post production period is not obligated to engage those individuals under the Standard Agreement.

(b) The Agreement shall apply to Post Production Accountants only by mutual consent.

(i) A Production Accountant who has completed the original term of engagement may continue to be engaged as the Post Production Accountant, but only if the Agreement continues to apply.

(ii) This Agreement does not provide for a minimum rate for Post Production Accountants but tier E fringes apply regardless of the tier.

ON15.07 Minimum Personnel: Second Unit

On a Second Unit shoot, the Producer will engage at least one (1) First Assistant Director, and one (1) Production Assistant in the AD Department and at least one (1) Location Manager in the Locations Department. Beyond this, the minimum personnel will be determined in accordance with article ON15.09 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.

ON15.08 Minimum Personnel: Strip Programs

For a Strip Program shot on videotape or in a television style multi-camera film shoot using a control room staff and television floor manager and assistants instead of Assistant Directors, the only minimum personnel requirement is the engagement of one (1) Director, provided that the Director has adequate time to prepare shooting plans as part of the Director's work period. If this proviso cannot be met, then the Producer shall engage at least two (2) Directors in accordance with article ON15.01(b).

ON15.09 Determination of Minimum Personnel Requirements

(a) Subject to article ON15.09(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 10.00, and if required, will be dealt with as an interest arbitration thereunder.

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

(c) On a Television Series or any other Production where two (2) or more Guild Members occupy the same classification, with the exception of the two (2) First Assistant Directors who will function as co-heads of the AD department, the department head shall be selected and rank under article ON15.09(b) shall be determined on the basis of which Guild Member was hired first.

(d) Where two (2) or more Guild Members occupy the same classification, the Guild Member who is responsible for consultation and agreement with the Producer under article ON15.09(a) and ON15.09(b) in determining minimum personnel requirements shall consult with the other Guild Members in the same classification with respect to those requirements.

ON15.10

If there is no consultation or agreement under article ON15.09(a) or ON15.09(b), then in addition to the relief available under article 10.00, the department head under article ON15.09(a) or the Guild Member under article ON15.09 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.

ON15.11

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.

ON16.00 SOUND POST PRODUCTION

ON16.01 Contracting Out

Without limiting the generality of article 3.05 of the core Agreement, the Producer will not contract out any Sound Post Production duties except in accordance with the provisions of article ON16.00

ON16.02 Engagement of Post Production House Staff

For tier D and E Productions, the Producer shall be at liberty to engage a post production house and its staff in order to perform Sound Post Production duties, provided that:

(i) "staff" is deemed to be limited to full-time, year round, permanent employees of the post house and

(ii) any Sound Post Production duties beyond those that can be performed by staff will be performed by Guild Members in accordance with the Standard Agreement.

Articles 3.05(a), (b), and (c) apply to all Tier A, B and C Productions.

ON16.03 Sound Post Production List

If requested by the District Council, the Producer must provide to the DGC Ontario a current list of the names, job classification or title, and date of engagement or assignment of each staff member and Guild Member engaged or assigned to perform any Sound Post Production duties relating to the Motion Picture:

- (a) within two (2) business days after commencement of post production services and,
- (b) at any other time upon request of the DGC Ontario.

ON16.04 Updated Sound Post Production List

If requested by the District Council, the Producer must provide to the DGC Ontario a revised and updated list forthwith after each Guild Member is engaged or assigned to perform any Sound Post Production duties during the period in which services are provided.

ON16.05 Half-day Rate

A Guild Member may be engaged for Sound Post Production duties for a period up to six (6) consecutive hours on any one day at a minimum rate of fifty-five percent (55%) of the applicable daily rate (rounded to the closest five dollars (\$5.00)). For a Call in excess of six (6) hours the applicable daily rate will apply.

ON16.06 Extended Term Contracts

- (a) For an engagement of at least thirteen (13) weeks but less than twenty-six (26), the applicable minimum rate may be discounted by ten percent (10%) (raised to the next five dollars (\$5.00)). If the engagement is terminated by either party prior to the scheduled end date, either party must give no less than three (3) weeks' written notice or payment in lieu of notice.
- (b) For an engagement of at least twenty-six (26) weeks but less than thirty-nine (39) weeks, the applicable rate is discounted fifteen percent (15%) (raised to the next five dollars (\$5.00)). If the engagement is terminated by either party prior to the scheduled end date, either party must give no less than four (4) weeks' written notice or payment in lieu of notice.
- (c) For an engagement of at least thirty-nine (39) weeks but no more than fifty-two (52) weeks, the applicable rate is discounted by twenty percent (20%) (raised to the next five dollars (\$5.00)). If the engagement is terminated by either party prior to the scheduled end date, either party must give no less than four (4) weeks' written notice or payment in lieu of notice.
- (d) Any extended term contract terminated by the Producer prior to the scheduled end date is eligible for the applicable discounted rate set forth above only to the extent that the guaranteed minimum engagement period has been met.

ON16.07 Multiple Assignments

- (a) (i) A Sound Editor engaged in accordance with article ON16.06 may be assigned more than one (1) Motion Picture only to the extent provided for in article 7.03 of the core Agreement.
- (ii) A Sound Editor engaged on a single Contract for Services for more than one (1) Motion Picture must be paid no less than the highest applicable rate.
- (b) An Assistant Sound Editor may be engaged on a single Contract for Services for more than one Motion Picture pro-rated on the basis of the work performed.

ON16.08 "Favoured Nations"

The DGC Ontario shall be free to negotiate compensation on behalf of its Members in connection with Productions in tiers D and E.

ON16.09 Sound Post Security

In addition to the requirements for security under article 14.09 of the core Agreement, the District Council may require the Producer to post a cash bond in an amount up to fifteen thousand dollars (\$15,000) for Sound Post Production, or to provide other security as is contemplated in article 14.09 which security shall be subject to all the terms of article 14.09 of the core Agreement.

ON17.00 APPROVED ONTARIO ARBITRATORS

ON17.01

The following individuals shall comprise the panel of arbitrators to whom a grievance may be referred for arbitration:

- Rick MacDowell
- Marilyn Nairn
- Mary Kahn (for credit grievances related to article ON11.08)

ON18.00 WORK PERMITS

ON18.01 Permit Fees

(a) Non-Canadian Permittees

- (i) 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 DGC Ontario, a permit fee of fifty dollars (\$50.00) per day to a cap of two hundred dollars (\$200.00) per week of engagement, payable from principal photography.
- (ii) For tier A Productions using foreign accounting personnel only: in addition to the exempt classification of controller/auditor, the DGC Ontario shall grant as a matter of right, if requested by the Producer, a maximum of two (2) permits for a fee of up to one hundred (\$100.00) per week each, one (1) of which may be for a Production Accountant. Additional permits for foreign accountants may be granted by the DGC Ontario.

(b) Canadian Permittees

- (i) For each Canadian Permittee engaged in the classification of Director, the Producer agrees to deduct from that Canadian Permittee's Gross Remuneration and remit or pay directly to the DGC Ontario, a permit fee of two hundred dollars (\$200.00) per week of engagement or portion thereof.
- (ii) For each Canadian Permittee engaged in a DGC Ontario classification other than that of Director or Location Support Personnel, the Producer agrees to deduct from that Canadian Permittee's Gross Remuneration and remit or pay directly to the DGC Ontario, a permit fee of fifty dollars (\$50.00) per week of engagement or portion thereof.

- (iii) For each Canadian Permittee engaged in the classification of Location Support Personnel, the Producer agrees to deduct from that Permittee's Gross Remuneration and remit or pay directly to DGC Ontario, a permit fee of ten dollars (\$10.00) per week or portion thereof.

ON19.00 HEALTH AND SAFETY

ON19.01

In addition to the health and safety provisions outlined in article 16.00 of the core Agreement, The Producer agrees to adhere to the "Safety Guidelines for the Film and Television Industry in Ontario" dated June 2009 ("Safety Guidelines") developed by the Ontario Film and Television Industry Section 21 Advisory Committee in conjunction with the Ontario Ministry of Labour. 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.

ON19.02 Workers Safety and Insurance Board of Ontario

Guild Members shall be covered by the Workers Safety and Insurance Board of Ontario or its equivalent coverage by a private insurance carrier. The Producer shall bear the full costs of such coverage and shall provide the DGC Ontario with confirmation that such insurance is in effect.

ON20.00 LOCATION SUPPORT PERSONNEL (LSP)

ON20.01 Application of Standard Agreement

The Standard Agreement applies to Location Support Personnel except as amended below.

ON20.02 Bargaining Unit

The Producer will engage Guild Members as Location Support Personnel. Anyone performing location support duties for the Locations Department will be engaged as Location Support Personnel.

ON20.03 No Contracting Out

The traditional duties of Location PA's or members of the Guild Apprenticeship Program (GAP) must be assigned to Guild Members. For greater clarity, in accordance with article 3.05, the traditional duties of Location PA's or members of the Guild Apprenticeship Program must not be contracted out.

ON20.04 Hourly Engagement

The Location Support Personnel will be engaged on an hourly basis, subject to a minimum six (6) hour Call.

ON20.05 Hourly Rates

Subject to the six (6) hour minimum Call, the hourly Location Support Personnel rates for 2010 – 2012 are:

	A	B	C	D	E	F
2010	\$14.10	\$12.95	\$12.95	\$12.60	\$12.60	Negotiable*
2011	\$14.40	\$13.25	\$13.25	\$12.90	\$12.90	Negotiable*
2012	\$14.70	\$13.55	\$13.55	\$13.20	\$13.20	Negotiable*

* Tier F rates negotiable provided they are no less than Ontario minimum wage.

ON20.06 Premium Payment Calculations

All premium and penalty payments for Location Support Personnel are based on the hourly rate.

ON20.07 Overtime Calculations

- (a) Overtime is calculated at one and a half times (1½) for work after twelve (12) hours. Double time applies to all

work after sixteen (16) hours. In addition the hourly rate will form the basis for the calculation of all other premium and penalty payments provided for in article ON2.00. For example:

- (i) Work on a 6th day = hourly x 2, work in excess of 12 hours = hourly x 3
- (ii) Work on a 7th day = hourly x3, work in excess of 12 hours = hourly x 3
- (iii) Work on a holiday = hourly x 2, work in excess of 12 hours = hourly x 3
- (iv) Turnaround infringement = hourly x 2.

(b) Holidays

Location Support Personnel who are required to work on a holiday will receive the requisite premium payments required by this Agreement even if the District Council has agreed to a holiday variance for Guild Members engaged on a daily or weekly basis.

ON20.08 Permittees

If the District Council cannot supply competent Guild Members to fulfil the duties of Location Support Personnel, when requested by the Producer, the Producer may consider a non-Guild person for engagement. The District Council, in its reasonable discretion, may issue a work permit to a Permittee. In addition to the 2% check-off provided for in article ON5.06 a permit fee of ten dollars (\$10.00) per week or part thereof plus GST or HST as applicable will be deducted from the Location Support Personnel's remuneration and remitted in accordance with article 7.08.

ON20.09 Meal Allowance and Breaks

- (a) If a hot meal is not provided to the Location Support Personnel, the Producer will supply the Location Support Personnel with a meal allowance of fifteen (\$15.00) dollars per Call.

(b) Where a Location Support Personnel has responsibilities at a remote location and where it is not possible to get prior approval of overtime, no prior approval of overtime is required if the Location Support Personnel remains at

the location without being relieved.

(c) Article ON3.01 does not apply to Location Support Personnel.

ON20.10 Fringes

The following fringes and levies are calculated on the total Gross Remuneration:

Tier	Vacation	Health and Welfare* OR Non-Member Equalization*	Administration and Training Fund	Total	CMPA Levy**	Grand Total
A	4%	5%	1.5%	10.5%	2%	12.5%
B	4%	5%	1.5%	10.5%	2%	12.5%
C	4%	5%	0.5%	9.5%	2%	11.5%
D	4%	5%	0.5%	9.5%	2%	11.5%
E	4%	4%	0%	8%	2%	10%
F	4%	4%	0%	8%	2%	10%

*Payable to DGC Ontario in accordance with ON5.02 or ON5.03

** Payable directly to the CMPA as per article ON6.00

For Fact Based/Lifestyle/Docu-Drama Productions the fringe package is Tier E plus 0.5% Administration and Training.

ON20.11 Safety

(a) Shelter Allowance

Where health and safety requires use of a vehicle for shelter between November 15 and March 15, the Location Support Personnel will be paid a one-hour bonus per Call at the applicable minimum rate.

(b) The Rodger Goodlad Rule

A Location Support Personnel who works alone or in a remote location will be supplied with a cell phone, walkie talkie or other communication device, where communication is possible.

ON20.12 T2200

In lieu of a mutually agreeable kit rental, the Producer will complete the T2200 form or equivalent, if requested by the Location Support Personnel. The completed T2200 will be provided with the Record of Employment (ROE) in accordance with article ON10.01(d).

BUDGET TIERS

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

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

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

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

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

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

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

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

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

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

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

(f) Serial and Strip Programs – ½ hour

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

(g) Serial and Strip Programs – 1 hour

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

(h) Other Productions – Per minute of finished material

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

O N T A R I O - S C H E D U L E 5 P R O D U C T I O N D E P A R T M E N T

Production Department - 2010 Rates

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Production Manager	\$3,296.00	\$824.00	\$2,969.00	\$742.25	\$2,599.00	\$649.75	\$2,213.00	\$553.25	\$1,791.00	\$447.75	
Assistant Production Manager / Unit Manager	\$2,315.00	\$578.75	\$2,085.00	\$521.25	\$1,790.00	\$447.50	\$1,549.00	\$387.25	\$1,256.00	\$314.00	
First Assistant Director	\$3,167.00	\$791.75	\$2,862.00	\$715.50	\$2,503.00	\$625.75	\$2,127.00	\$531.75	\$1,726.00	\$431.50	
Second Assistant Director	\$2,283.00	\$570.75	\$2,068.00	\$517.00	\$1,806.00	\$451.50	\$1,538.00	\$384.50	\$1,245.00	\$311.25	
Third Assistant Director	\$1,383.00	\$345.75	\$1,249.00	\$312.25	\$1,088.00	\$272.00	\$932.00	\$233.00	\$900.00	\$225.00	All minimum rates negotiable.
Trainee Assistant Director	\$1,024.00	\$256.00	\$938.00	\$234.50	\$915.00	\$228.75	\$892.00	\$223.00	\$884.00	\$221.00	Cannot be less than the Ontario minimum wage.
Set Production Assistant	\$991.00	\$247.75	\$900.00	\$225.00	\$889.00	\$222.25	\$879.00	\$219.75	\$868.00	\$217.00	See mandatory fringe package.
Second Set Production Asst (8 hour shift)	n/a	\$136.30	n/a	\$123.75	n/a	\$122.25	n/a	\$120.90	n/a	\$119.35	
Location Manager	\$2,401.00	\$600.25	\$2,160.00	\$540.00	\$1,902.00	\$475.50	\$1,618.00	\$404.50	\$1,304.00	\$326.00	
Assistant Location Manager / Locations Scout	\$1,759.00	\$439.75	\$1,582.00	\$395.50	\$1,394.00	\$348.50	\$1,186.00	\$296.50	\$956.00	\$239.00	
Location Production Assistant (LPA)	\$1,031.00	\$257.75	\$936.00	\$234.00	\$922.00	\$230.50	\$907.00	\$226.75	\$893.00	\$223.25	
Location Production Assistant (4 hour call)	n/a	\$103.10	n/a	\$93.60	n/a	\$92.20	n/a	\$90.70	n/a	\$89.30	

O N T A R I O - S C H E D U L E 5 P R O D U C T I O N D E P A R T M E N T

Production Department - 2011 Rates

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Production Manager	\$3,362.00	\$840.50	\$3,028.00	\$757.00	\$2,651.00	\$662.75	\$2,257.00	\$564.25	\$1,827.00	\$456.75	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Assistant Production Manager / Unit Manager	\$2,361.00	\$590.25	\$2,126.00	\$531.50	\$1,826.00	\$456.50	\$1,580.00	\$395.00	\$1,281.00	\$320.25	
First Assistant Director	\$3,230.00	\$807.50	\$2,919.00	\$729.75	\$2,553.00	\$638.25	\$2,170.00	\$542.50	\$1,761.00	\$440.25	
Second Assistant Director	\$2,328.00	\$582.00	\$2,110.00	\$527.50	\$1,842.00	\$460.50	\$1,569.00	\$392.25	\$1,270.00	\$317.50	
Third Assistant Director	\$1,410.00	\$352.50	\$1,274.00	\$318.50	\$1,110.00	\$277.50	\$951.00	\$237.75	\$918.00	\$229.50	
Trainee Assistant Director	\$1,044.00	\$261.00	\$957.00	\$239.25	\$933.00	\$233.25	\$910.00	\$227.50	\$902.00	\$225.50	
Set Production Assistant	\$1,011.00	\$252.75	\$918.00	\$229.50	\$907.00	\$226.75	\$897.00	\$224.25	\$885.00	\$221.25	
Second Set Production Asst (8 hour shift)	n/a	\$139.00	n/a	\$126.25	n/a	\$124.75	n/a	\$123.35	n/a	\$121.70	
Location Manager	\$2,449.00	\$612.25	\$2,203.00	\$550.75	\$1,940.00	\$485.00	\$1,651.00	\$412.75	\$1,330.00	\$332.50	
Assistant Location Manager / Locations Scout	\$1,794.00	\$448.50	\$1,614.00	\$403.50	\$1,422.00	\$355.50	\$1,209.00	\$302.25	\$975.00	\$243.75	
Location Production Assistant (LPA)	\$1,051.00	\$262.75	\$955.00	\$238.75	\$940.00	\$235.00	\$925.00	\$231.25	\$911.00	\$227.75	
Location Production Assistant (4 hour call)	n/a	\$105.10	n/a	\$95.50	n/a	\$94.00	n/a	\$92.50	n/a	\$91.10	

O N T A R I O - S C H E D U L E 5 P R O D U C T I O N D E P A R T M E N T

Production Department - 2012 Rates

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Production Manager	\$3,429.00	\$857.25	\$3,089.00	\$772.25	\$2,704.00	\$676.00	\$2,303.00	\$575.75	\$1,864.00	\$466.00	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Assistant Production Manager / Unit Manager	\$2,408.00	\$602.00	\$2,169.00	\$542.25	\$1,862.00	\$465.50	\$1,611.00	\$402.75	\$1,306.00	\$326.50	
First Assistant Director	\$3,295.00	\$823.75	\$2,977.00	\$744.25	\$2,604.00	\$651.00	\$2,213.00	\$553.25	\$1,796.00	\$449.00	
Second Assistant Director	\$2,375.00	\$593.75	\$2,152.00	\$538.00	\$1,879.00	\$469.75	\$1,600.00	\$400.00	\$1,295.00	\$323.75	
Third Assistant Director	\$1,438.00	\$359.50	\$1,299.00	\$324.75	\$1,132.00	\$283.00	\$970.00	\$242.50	\$936.00	\$234.00	
Trainee Assistant Director	\$1,065.00	\$266.25	\$976.00	\$244.00	\$952.00	\$238.00	\$928.00	\$232.00	\$920.00	\$230.00	
Set Production Assistant	\$1,031.00	\$257.75	\$937.00	\$234.25	\$925.00	\$231.25	\$915.00	\$228.75	\$903.00	\$225.75	
Second Set Production Asst (8 hour shift)	n/a	\$141.80	n/a	\$128.85	n/a	\$127.20	n/a	\$125.85	n/a	\$124.20	
Location Manager	\$2,498.00	\$624.50	\$2,247.00	\$561.75	\$1,979.00	\$494.75	\$1,684.00	\$421.00	\$1,357.00	\$339.25	
Assistant Location Manager / Locations Scout	\$1,830.00	\$457.50	\$1,646.00	\$411.50	\$1,450.00	\$362.50	\$1,234.00	\$308.50	\$994.00	\$248.50	
Location Production Assistant (LPA)	\$1,072.00	\$268.00	\$974.00	\$243.50	\$959.00	\$239.75	\$944.00	\$236.00	\$929.00	\$232.25	
Location Production Assistant (4 hour call)	n/a	\$107.20	n/a	\$97.40	n/a	95.90	n/a	\$94.40	n/a	\$92.90	

O N T A R I O – S C H E D U L E 5 A R T D E P A R T M E N T

Art Department – 2010 Rates

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Production Designer	\$4,014.00	\$1,003.50	\$3,708.00	\$927.00	\$3,242.00	\$810.50	\$2,754.00	\$688.50	\$2,230.00	\$557.50	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Art Director (Head of Department)	\$3,531.00	\$882.75	\$3,258.00	\$814.50	\$2,862.00	\$715.50	\$2,427.00	\$606.75	\$1,964.00	\$491.00	
Art Director	\$2,663.00	\$665.75	\$2,449.00	\$612.25	\$2,149.00	\$537.25	\$1,833.00	\$458.25	\$1,488.00	\$372.00	
First Assistant Art Director / Set Designer	\$1,983.00	\$495.75	\$1,827.00	\$456.75	\$1,597.00	\$399.25	\$1,361.00	\$340.25	\$1,099.00	\$274.75	
Second Assistant Art Director	\$1,597.00	\$399.25	\$1,484.00	\$371.00	\$1,286.00	\$321.50	\$1,093.00	\$273.25	\$888.00	\$222.00	
Art Department Trainee (PA)	\$900.00	\$225.00	\$831.00	\$207.75	\$723.00	\$180.75	\$717.00	\$179.25	\$711.00	\$177.75	

Art Department - 2011 Rates

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Production Designer	\$4,094.00	\$1,023.50	\$3,782.00	\$945.50	\$3,307.00	\$826.75	\$2,809.00	\$702.25	\$2,274.00	\$568.50	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Art Director (Head of Department)	\$3,602.00	\$900.50	\$3,323.00	\$830.75	\$2,919.00	\$729.75	\$2,476.00	\$619.00	\$2,003.00	\$500.75	
Art Director	\$2,716.00	\$679.00	\$2,498.00	\$624.50	\$2,192.00	\$548.00	\$1,869.00	\$467.25	\$1,518.00	\$379.50	
First Assistant Art Director / Set Designer	\$2,022.00	\$505.50	\$1,864.00	\$466.00	\$1,629.00	\$407.25	\$1,388.00	\$347.00	\$1,121.00	\$280.25	
Second Assistant Art Director	\$1,629.00	\$407.25	\$1,514.00	\$378.50	\$1,312.00	\$328.00	\$1,115.00	\$278.75	\$905.00	\$226.25	
Art Department Trainee (PA)	\$918.00	\$229.50	\$847.00	\$211.75	\$738.00	\$184.50	\$731.00	\$182.75	\$725.00	\$181.25	

Art Department - 2012 Rates

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Production Designer	\$4,176.00	\$1,044.00	\$3,858.00	\$964.50	\$3,373.00	\$843.25	\$2,866.00	\$716.50	\$2,320.00	\$580.00	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Art Director (Head of Department)	\$3,674.00	\$918.50	\$3,390.00	\$847.50	\$2,977.00	\$744.25	\$2,525.00	\$631.25	\$2,043.00	\$510.75	
Art Director	\$2,770.00	\$692.50	\$2,548.00	\$637.00	\$2,236.00	\$559.00	\$1,907.00	\$476.75	\$1,548.00	\$387.00	
First Assistant Art Director / Set Designer	\$2,063.00	\$515.75	\$1,901.00	\$475.25	\$1,661.00	\$415.25	\$1,416.00	\$354.00	\$1,143.00	\$285.75	
Second Assistant Art Director	\$1,661.00	\$415.25	\$1,544.00	\$386.00	\$1,338.00	\$334.50	\$1,137.00	\$284.25	\$923.00	\$230.75	
Art Department Trainee (PA)	\$937.00	\$234.25	\$864.00	\$216.00	\$753.00	\$188.25	\$746.00	\$186.50	\$740.00	\$185.00	

O N T A R I O – S C H E D U L E 5 P I C T U R E E D I T I N G D E P A R T M E N T

2010 Picture Editing Department Rates – Theatrical Motion Pictures, Made for Television Movies, Mini-Series

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Supervising Picture Editor	\$3,392.00	\$848.00	\$3,129.00	\$782.25	\$2,728.00	\$682.00	\$2,326.00	\$581.50	\$1,878.00	\$469.50	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Picture Editor / Editor	\$3,108.00	\$777.00	\$2,867.00	\$716.75	\$2,524.00	\$631.00	\$2,138.00	\$534.50	\$1,732.00	\$433.00	
First Assistant Picture Editor	\$2,004.00	\$501.00	\$1,843.00	\$460.75	\$1,613.00	\$403.25	\$1,377.00	\$344.25	\$1,115.00	\$278.75	
Assistant Picture Editor per 11.35(c)	\$1,334.00	\$333.50	\$1,238.00	\$309.50	\$1,077.00	\$269.25	\$922.00	\$230.50	\$747.00	\$186.75	
Assistant Picture Editor	\$1,106.00	\$276.50	\$1,013.00	\$253.25	\$918.00	\$229.50	\$786.00	\$196.50	\$729.00	\$182.25	
Post Production Assistant	\$836.00	\$209.00	\$750.00	\$187.50	\$723.00	\$180.75	\$717.00	\$179.25	\$711.00	\$177.75	

2010 Picture Editing Department Rates– Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Supervising Picture Editor	\$3,097.00	\$774.25	\$2,862.00	\$715.50	\$2,508.00	\$627.00	\$2,127.00	\$531.75	\$1,726.00	\$431.50	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Picture Editor / Editor	\$2,717.00	\$679.25	\$2,524.00	\$631.00	\$2,202.00	\$550.50	\$1,865.00	\$466.25	\$1,515.00	\$378.75	
First Assistant Picture Editor	\$1,833.00	\$458.25	\$1,693.00	\$423.25	\$1,484.00	\$371.00	\$1,259.00	\$314.75	\$1,017.00	\$254.25	
Assistant Picture Editor per 11.35(c)	\$1,254.00	\$313.50	\$1,157.00	\$289.25	\$1,013.00	\$253.25	\$868.00	\$217.00	\$779.00	\$194.75	
Assistant Picture Editor	\$1,065.00	\$266.25	\$972.00	\$243.00	\$885.00	\$221.25	\$759.00	\$189.75	\$735.00	\$183.75	
Post Production Assistant	\$836.00	\$209.00	\$750.00	\$187.50	\$723.00	\$180.75	\$717.00	\$179.25	\$711.00	\$177.75	

ONTARIO – SCHEDULE 5 PICTURE EDITING DEPARTMENT

2011 Picture Editing Department Rates – Theatrical Motion Pictures, Made for Television Movies, Mini-Series

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Supervising Picture Editor	\$3,460.00	\$865.00	\$3,192.00	\$798.00	\$2,782.00	\$695.50	\$2,372.00	\$593.00	\$1,915.00	\$478.75	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Picture Editor / Editor	\$3,170.00	\$792.50	\$2,924.00	\$731.00	\$2,574.00	\$643.50	\$2,181.00	\$545.25	\$1,766.00	\$441.50	
First Assistant Picture Editor	\$2,044.00	\$511.00	\$1,880.00	\$470.00	\$1,645.00	\$411.25	\$1,405.00	\$351.25	\$1,137.00	\$284.25	
Assistant Picture Editor per 11.35(c)	\$1,361.00	\$340.25	\$1,263.00	\$315.75	\$1,099.00	\$274.75	\$940.00	\$235.00	\$762.00	\$190.50	
Assistant Picture Editor	\$1,128.00	\$282.00	\$1,033.00	\$258.25	\$936.00	\$234.00	\$802.00	\$200.50	\$744.00	\$186.00	
Post Production Assistant	\$853.00	\$213.25	\$765.00	\$191.25	\$738.00	\$184.50	\$731.00	\$182.75	\$725.00	\$181.25	

2011 Picture Editing Department Rates – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Supervising Picture Editor	\$3,159.00	\$789.75	\$2,919.00	\$729.75	\$2,558.00	\$639.50	\$2,170.00	\$542.50	\$1,761.00	\$440.25	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Picture Editor / Editor	\$2,771.00	\$692.75	\$2,574.00	\$643.50	\$2,247.00	\$561.75	\$1,902.00	\$475.50	\$1,546.00	\$386.50	
First Assistant Picture Editor	\$1,869.00	\$467.25	\$1,727.00	\$431.75	\$1,514.00	\$378.50	\$1,284.00	\$321.00	\$1,038.00	\$259.50	
Assistant Picture Editor per 11.35(c)	\$1,279.00	\$319.75	\$1,181.00	\$295.25	\$1,033.00	\$258.25	\$885.00	\$221.25	\$795.00	\$198.75	
Assistant Picture Editor	\$1,086.00	\$271.50	\$992.00	\$248.00	\$903.00	\$225.75	\$774.00	\$193.50	\$750.00	\$187.50	
Post Production Assistant	\$853.00	\$213.25	\$765.00	\$191.25	\$738.00	\$184.50	\$731.00	\$182.75	\$725.00	\$181.25	

O N T A R I O – S C H E D U L E 5 P I C T U R E E D I T I N G D E P A R T M E N T

2012 Picture Editing Department Rates – Theatrical Motion Pictures, Made for Television Movies, Mini-Series

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Supervising Picture Editor	\$3,529.00	\$882.25	\$3,256.00	\$814.00	\$2,838.00	\$709.50	\$2,420.00	\$605.00	\$1,954.00	\$488.50	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Picture Editor / Editor	\$3,234.00	\$808.50	\$2,983.00	\$745.75	\$2,626.00	\$656.50	\$2,224.00	\$556.00	\$1,802.00	\$450.50	
First Assistant Picture Editor	\$2,085.00	\$521.25	\$1,918.00	\$479.50	\$1,678.00	\$419.50	\$1,433.00	\$358.25	\$1,160.00	\$290.00	
Assistant Picture Editor per 11.35(c)	\$1,388.00	\$347.00	\$1,288.00	\$322.00	\$1,121.00	\$280.25	\$959.00	\$239.75	\$777.00	\$194.25	
Assistant Picture Editor	\$1,151.00	\$287.75	\$1,054.00	\$263.50	\$955.00	\$238.75	\$818.00	\$204.50	\$758.00	\$189.50	
Post Production Assistant	\$870.00	\$217.50	\$781.00	\$195.25	\$753.00	\$188.25	\$746.00	\$186.50	\$740.00	\$185.00	

2012 Picture Editing Department Rates – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Supervising Picture Editor	\$3,222.00	\$805.50	\$2,977.00	\$744.25	\$2,609.00	\$652.25	\$2,213.00	\$553.25	\$1,796.00	\$449.00	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Picture Editor / Editor	\$2,827.00	\$706.75	\$2,626.00	\$656.50	\$2,291.00	\$572.75	\$1,940.00	\$485.00	\$1,577.00	\$394.25	
First Assistant Picture Editor	\$1,907.00	\$476.75	\$1,762.00	\$440.50	\$1,544.00	\$386.00	\$1,310.00	\$327.50	\$1,059.00	\$264.75	
Assistant Picture Editor per 11.35(c)	\$1,305.00	\$326.25	\$1,204.00	\$301.00	\$1,054.00	\$263.50	\$903.00	\$225.75	\$811.00	\$202.75	
Assistant Picture Editor	\$1,108.00	\$277.00	\$1,011.00	\$252.75	\$921.00	\$230.25	\$789.00	\$197.25	\$765.00	\$191.25	
Post Production Assistant	\$870.00	\$217.50	\$781.00	\$195.25	\$753.00	\$188.25	\$746.00	\$186.50	\$740.00	\$185.00	

ONTARIO – SCHEDULE 5 SOUND EDITING DEPARTMENT

2010 Sound Editing Rates – Theatrical Motion Pictures, Made for Television Movies, Mini-Series

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Supervising Sound Editor	\$2,926.00	\$731.50	\$2,706.00	\$676.50	\$2,101.00	\$525.25	\$1,790.00	\$447.50	\$1,450.00	\$362.50	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Sound Editor / Editor	\$2,679.00	\$669.75	\$2,481.00	\$620.25	\$1,940.00	\$485.00	\$1,650.00	\$412.50	\$1,331.00	\$332.75	
First Assistant Sound Editor	\$1,731.00	\$432.75	\$1,597.00	\$399.25	\$1,243.00	\$310.75	\$1,056.00	\$264.00	\$861.00	\$215.25	
Trainee Assistant Editor/ Post Production Assistant	\$940.00	\$235.00	\$860.00	\$215.00	\$810.00	\$202.50	\$761.00	\$190.25	\$711.00	\$177.75	

2010 Sound Editing Rates – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Supervising Sound Editor	\$2,669.00	\$667.25	\$2,476.00	\$619.00	\$1,929.00	\$482.25	\$1,640.00	\$410.00	\$1,326.00	\$331.50	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Sound Editor / Editor	\$2,352.00	\$588.00	\$2,176.00	\$544.00	\$1,699.00	\$424.75	\$1,447.00	\$361.75	\$1,169.00	\$292.25	
First Assistant Sound Editor	\$1,586.00	\$396.50	\$1,463.00	\$365.75	\$1,147.00	\$286.75	\$970.00	\$242.50	\$785.00	\$196.25	
Trainee Assistant Editor/ Post Production Assistant	\$900.00	\$225.00	\$828.00	\$207.00	\$789.00	\$197.25	\$750.00	\$187.50	\$711.00	\$177.75	

ONTARIO – SCHEDULE 5 SOUND EDITING DEPARTMENT

2011 Sound Editing Department Rates – Theatrical Motion Pictures, Made for Television Movies, Mini-Series

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Supervising Sound Editor	\$2,984.00	\$746.00	\$2,760.00	\$690.00	\$2,143.00	\$535.75	\$1,826.00	\$456.50	\$1,479.00	\$369.75	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Sound Editor / Editor	\$2,733.00	\$683.25	\$2,531.00	\$632.75	\$1,979.00	\$494.75	\$1,684.00	\$421.00	\$1,358.00	\$339.50	
First Assistant Sound Editor	\$1,766.00	\$441.50	\$1,629.00	\$407.25	\$1,268.00	\$317.00	\$1,077.00	\$269.25	\$878.00	\$219.50	
Trainee Assistant Editor/ Post Production Assistant	\$959.00	\$239.75	\$877.00	\$219.25	\$826.00	\$206.50	\$776.00	\$194.00	\$725.00	\$181.25	

2011 Sound Editing Department Rates – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Supervising Sound Editor	\$2,722.00	\$680.50	\$2,525.00	\$631.25	\$1,968.00	\$492.00	\$1,673.00	\$418.25	\$1,352.00	\$338.00	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
Sound Editor / Editor	\$2,399.00	\$599.75	\$2,219.00	\$554.75	\$1,733.00	\$433.25	\$1,476.00	\$369.00	\$1,192.00	\$298.00	
First Assistant Sound Editor	\$1,618.00	\$404.50	\$1,492.00	\$373.00	\$1,170.00	\$292.50	\$989.00	\$247.25	\$800.00	\$200.00	
Trainee Assistant Editor/ Post Production Assistant	\$918.00	\$229.50	\$845.00	\$211.25	\$805.00	\$201.25	\$765.00	\$191.25	\$725.00	\$181.25	

ONTARIO – SCHEDULE 5 SOUND EDITING DEPARTMENT

2012 Sound Editing Department Rates – Theatrical Motion Pictures, Made for Television Movies, Mini-Series

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Supervising Sound Editor	\$3,044.00	\$761.00	\$2,815.00	\$703.75	\$2,185.00	\$546.25	\$1,862.00	\$465.50	\$1,509.00	\$377.25	All minimum rates negotiable.
Sound Editor / Editor	\$2,788.00	\$697.00	\$2,581.00	\$645.25	\$2,018.00	\$504.50	\$1,717.00	\$429.25	\$1,385.00	\$346.25	
First Assistant Sound Editor	\$1,801.00	\$450.25	\$1,661.00	\$415.25	\$1,293.00	\$323.25	\$1,098.00	\$274.50	\$895.00	\$223.75	See mandatory fringe package.
Trainee Assistant Editor/ Post Production Assistant	\$978.00	\$244.50	\$895.00	\$223.75	\$843.00	\$210.75	\$792.00	\$198.00	\$740.00	\$185.00	

2012 Sound Editing Department Rates – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series

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

Classification	Tier A		Tier B		Tier C		Tier D		Tier E		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Supervising Sound Editor	\$2,776.00	\$694.00	\$2,576.00	\$644.00	\$2,007.00	\$501.75	\$1,706.00	\$426.50	\$1,379.00	\$344.75	All minimum rates negotiable.
Sound Editor / Editor	\$2,447.00	\$611.75	\$2,264.00	\$566.00	\$1,767.00	\$441.75	\$1,505.00	\$376.25	\$1,216.00	\$304.00	
First Assistant Sound Editor	\$1,650.00	\$412.50	\$1,522.00	\$380.50	\$1,193.00	\$298.25	\$1,009.00	\$252.25	\$816.00	\$204.00	See mandatory fringe package.
Trainee Assistant Editor/ Post Production Assistant	\$937.00	\$234.25	\$861.00	\$215.25	\$821.00	\$205.25	\$780.00	\$195.00	\$740.00	\$185.00	

O N T A R I O – S C H E D U L E 5 A C C O U N T I N G D E P A R T M E N T

2010 Accounting Department Rates

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

Classification	Tier A TV Series Tier A Features		Tier B TV Series Tier B Features Tier A MFT		Tier C TV Series Tier C Features Tier B MFT		Tier D TV Series Tier D Features Tier C MFT		Tier E TV Series Tier E Features Tier D & E MFT		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Production Accountant	\$2,561.00	\$640.25	\$2,326.00	\$581.50	\$2,095.00	\$523.75	\$1,784.00	\$446.00	\$1,445.00	\$361.25	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
First Assistant Accountant (General)	\$1,982.00	\$495.50	\$1,747.00	\$436.75	\$1,533.00	\$383.25	\$1,302.00	\$325.50	\$1,055.00	\$263.75	
First Assistant Accountant (Payroll)	\$1,747.00	\$436.75	\$1,608.00	\$402.00	\$1,415.00	\$353.75	\$1,206.00	\$301.50	\$974.00	\$243.50	
Second Assistant Accountant	\$1,141.00	\$285.25	\$1,045.00	\$261.25	\$922.00	\$230.50	\$782.00	\$195.50	\$886.00	\$221.50	
Third Assistant Accountant	\$938.00	\$234.50	\$815.00	\$203.75	\$761.00	\$190.25	\$736.00	\$184.00	\$722.00	\$180.50	
Trainee Assistant Accountant	\$761.00	\$190.25	\$749.00	\$187.25	\$736.00	\$184.00	\$724.00	\$181.00	\$711.00	\$177.75	

2011 Accounting Department Rates

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

Classification	Tier A TV Series Tier A Features		Tier B TV Series Tier B Features Tier A MFT		Tier C TV Series Tier C Features Tier B MFT		Tier D TV Series Tier D Features Tier C MFT		Tier E TV Series Tier E Features Tier D & E MFT		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Production Accountant	\$2,613.00	\$653.25	\$2,372.00	\$593.00	\$2,137.00	\$534.25	\$1,820.00	\$455.00	\$1,474.00	\$368.50	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
First Assistant Accountant (General)	\$2,022.00	\$505.50	\$1,782.00	\$445.50	\$1,563.00	\$390.75	\$1,328.00	\$332.00	\$1,076.00	\$269.00	
First Assistant Accountant (Payroll)	\$1,782.00	\$445.50	\$1,640.00	\$410.00	\$1,443.00	\$360.75	\$1,230.00	\$307.50	\$994.00	\$248.50	
Second Assistant Accountant	\$1,164.00	\$291.00	\$1,066.00	\$266.50	\$940.00	\$235.00	\$798.00	\$199.50	\$904.00	\$226.00	
Third Assistant Accountant	\$957.00	\$239.25	\$831.00	\$207.75	\$776.00	\$194.00	\$751.00	\$187.75	\$736.00	\$184.00	
Trainee Assistant Accountant	\$776.00	\$194.00	\$764.00	\$191.00	\$751.00	\$187.75	\$738.00	\$184.50	\$725.00	\$181.25	

O N T A R I O – S C H E D U L E 5
A C C O U N T I N G D E P A R T M E N T

2012 Accounting Department Rates

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

Classification	Tier A TV Series Tier A Features		Tier B TV Series Tier B Features Tier A MFT		Tier C TV Series Tier C Features Tier B MFT		Tier D TV Series Tier D Features Tier C MFT		Tier E TV Series Tier E Features Tier D & E MFT		Tier F
	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	Weekly	Daily	
Production Accountant	\$2,665.00	\$666.25	\$2,420.00	\$605.00	\$2,180.00	\$545.00	\$1,856.00	\$464.00	\$1,503.00	\$375.75	All minimum rates negotiable. Cannot be less than the Ontario minimum wage. See mandatory fringe package.
First Assistant Accountant (General)	\$2,063.00	\$515.75	\$1,818.00	\$454.50	\$1,594.00	\$398.50	\$1,355.00	\$338.75	\$1,098.00	\$274.50	
First Assistant Accountant (Payroll)	\$1,818.00	\$454.50	\$1,673.00	\$418.25	\$1,472.00	\$368.00	\$1,254.00	\$313.50	\$1,014.00	\$253.50	
Second Assistant Accountant	\$1,188.00	\$297.00	\$1,087.00	\$271.75	\$959.00	\$239.75	\$814.00	\$203.50	\$922.00	\$230.50	
Third Assistant Accountant	\$976.00	\$244.00	\$847.00	\$211.75	\$792.00	\$198.00	\$766.00	\$191.50	\$751.00	\$187.75	
Trainee Assistant Accountant	\$792.00	\$198.00	\$779.00	\$194.75	\$766.00	\$191.50	\$753.00	\$188.25	\$740.00	\$185.00	

O N T A R I O – S C H E D U L E 5 F R I N G E B E N E F I T S

CATEGORY	VACATION PAY ON4.01	HEALTH & WELFARE (HW) ON5.02	NON-MEMBER EQUALIZATION PAYMENT ON5.03	RETIREMENT CONTRIBUTION ON5.04	ADMINISTRATION & TRAINING FUND ON5.05	MEMBER'S CHECK-OFF ON5.06	PERMIT FEES ON18.00
Guild Members All Categories Except Permittees	Payable by Producer to Member	Payable by Producer to DGC Ontario	N/A	Payable by Producer to DGC Ontario	Payable by Producer to DGC Ontario (HST applicable)	2% of Gross deducted from Member & paid to DGC Ontario	N/A
Non-Canadian Permittees Excluding DGA, U.S.IATSE, including IATSE Local 829	Payable by Producer to Permittee, if applicable.	N/A	Payable by Producer to the DGC Ontario	Payable by Producer to Permittee	Payable by Producer to DGC Ontario (HST applicable)	2% of Gross deducted from Permittee & paid to DGC Ontario	\$50/day capped at \$200/week deducted from Permittee & remitted to DGC Ontario (HST Applicable)
DGA, U.S. IATSE & IATSE Local 829 Permittees Only	Payable by Producer to Permittee if applicable	N/A	N/A	N/A	Payable by Producer to DGC Ontario (HST applicable)	2% of applicable DGC Ontario minimum deducted from Permittee & paid to DGC Ontario as administration charge	\$50/day capped at \$200/week deducted from Permittee & remitted to DGC Ontario (HST Applicable)
DGC/DGA Dual Card Members permitted to work under a DGA contract	Payable by Producer to the non-loan-out Member if applicable	N/A	N/A	N/A	Payable by Producer to DGC Ontario (HST applicable)	2% of applicable DGC Ontario minimum deducted from Member & paid to DGC Ontario as administration charge	Except for Directors, \$50/week or portion thereof deducted from Member & remitted to DGC Ontario (HST Applicable) For Directors, \$200/week or portion thereof deducted from Member or paid by Producer & remitted to DGC Ontario (HST Applicable)
Non-Canadian Production Accountants (for Tier A only)	Payable by Producer to Permittee if applicable	N/A	N/A	Payable by Producer to Permittee	Payable by Producer to DGC Ontario (HST applicable)	2% of applicable DGC Ontario Minimum deducted from Permittee & paid to DGC Ontario as administration charge	\$100/week deducted from Permittee & remitted to DGC Ontario (HST Applicable)
Canadian Permittees All Categories (except Director and LSP)**	Payable by Producer to Permittee	N/A	Payable by Producer to DGC Ontario	Payable by Producer to Permittee	Payable by Producer to DGC Ontario (HST applicable)	2% of Gross deducted from Permittee & paid to DGC Ontario	Except for Directors and LSP's, \$50/week or portion thereof deducted from Member & remitted to DGC Ontario (HST Applicable) For Directors, \$200/week or portion thereof deducted from Member & remitted to DGC Ontario (HST Applicable)
LSP	Payable by Producer to Permittee	Payable by Producer to DGC Ontario If LSP is a Member	Payable by Producer to DGC Ontario if LSP is not a Member	N/A	Payable by Producer to DGC Ontario (HST applicable)	2% of Gross deducted from Permittee & paid to DGC Ontario	\$10 per week or portion thereof deducted from the Permittee & remitted to DGC Ontario (HST Applicable)

** Permit fees for Canadian Directors shall be \$200/week or portion thereof deducted from Permittee and remitted to DGC Ontario.
For financial caps on contributions, see article ON7.00.

CMPA Levy: Provided that the Producer is a member in good standing of the CMTA, the Producer shall remit directly to the CMTA an amount equal to 2% of all Gross Remuneration paid to Guild Members to a maximum of \$5,000 per feature, MFT, Pilot, part of a Mini-Series, or \$2,500 per Episode of a Series (article ON6.01). HST is applicable on the CMTA levy.

NO. 1 - The DGC Ontario Jurisdiction

1. Subject to the terms set out below, the DGC Ontario represents all of the classifications set out in article 11.00 of the core Agreement;
2. For the life of the Agreement, the DGC Ontario does not represent Production Coordinators, Assistant Production Coordinators and Trainee Production Coordinators;
3. With respect to a particular classification which has never been represented by District under this Agreement or any prior Guild Basic Agreement, and notwithstanding article 7.00 of the core Agreement (re: permits), the Producer may engage any individual to fill that particular classification; however, should that individual be a Guild Member, then the Producer will only engage that individual pursuant to this Agreement, including but not limited to the applicable Contract for Services. For greater clarity these classifications are:
 - (a) Technical Coordinator
 - (b) Art Department Coordinator
 - (c) PA (Office)
 - (d) Post Production Supervisor
 - (e) Post Production Coordinator

The parties will assess on an ongoing basis any jurisdictional issues that arise and in the next round of negotiations for a renewal Standard Agreement will negotiate appropriate jurisdictional language.

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

Directors Guild of Canada - Ontario

per _____
Chair

NO. 2 - Fact Based/Lifestyle/Docu-Drama Production

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

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

Regardless of the Budget of the Production, the fringe package applicable to that Guild Member is the applicable package for a tier E Production, plus a one-half percent (1/2%) administration and training fund payment to the Guild.

Subject to the terms herein, the “monetary” provisions of the Agreement shall not be applicable to the Guild Member and the “non-monetary” provisions shall be applicable. For greater clarity, any and all monetary terms, including but not limited to a Director rights acquisition fee are negotiable between the Guild Member and the Producer.

For greater clarity, the “reservation of rights” provisions article DR24.00 and the “ISAN” provision article DR23.00 are applicable to the Director of a Fact based/Lifestyle/Docu-Drama Production.

Nothing in the Schedule nor in the Agreement shall prevent the Producer from engaging a non-Guild Member to perform any duties in relation to a Fact Based/Lifestyle/Docu-Drama Production.

**Canadian Media
Production Association**

per _____
Chief Operating Officer and
Chief Legal Officer

Directors Guild of Canada

per _____
President

Directors Guild of Canada - Ontario

per _____
Chair

WORK PERMIT APPLICATION FOR NON-CANADIANS

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

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

I, _____, wish to be engaged by _____ as a
(PRINT NAME OF PRODUCTION COMPANY)
 _____, on the Motion Picture currently known as and entitled:
 " _____ " on episode number(s) _____ (if applicable)
(A copy of the Applicant's resume must be attached to this Application.)

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 a local in the United States of America of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada ("U.S. IATSE") and request that my engagement be subject to the current collective bargaining agreement of Local _____ (please complete) of U.S. IATSE; **OR**
- I am not a member in good standing of either the DGA or U.S. IATSE. and request that my engagement be subject to the terms and conditions of the 2010-2012 DGC/CMPA Standard Agreement.

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

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

- (a) The Producer will deduct from my Gross Remuneration the District Council administration charge of 2% and a permit fee of \$50.00 per day to a cap of \$200.00 per week of my engagement, plus HST, and will remit the same to the District Council weekly.
- (b) A percentage based on the applicable tier of the Production, as set forth in article ON5.07, of my Gross Remuneration, subject to article ON5.03(b) will be remitted by the Producer to the District Council for use in the District Council's discretion, but not deducted from Gross Remuneration.
- (c) Any required Producer contributions to the District Council's group retirement plan ("CEIRP") will be paid to me directly, not to DGC Ontario, as part of my Gross Remuneration.
- (d) I am not entitled to, waive all rights to, and will not receive any benefits from the CEIRP nor any health, life, dental or related benefits from the H&W Plan, and the delivery of those benefits is strictly governed by the applicable plan documents and trust agreement.
- (e) I hereby waive, release, and forever discharge any claims in respect of the H&W Plan and the CEIRP ("Claims") which I may have against the Trustees of the H&W Plan, the Directors Guild of Canada or any of its District Councils, the District Council and its Members, the Producer and the CMPA or any of the officers, directors, employees or agents of any of them.
- (f) I will not commence any legal proceedings before any court, labour board, arbitrator, administrative tribunal or other body whatsoever, in respect of Claims, monies remitted as equalization payments by the Producer, or deducted from my Gross Remuneration, which have been applied to District Council administration and permit fees or otherwise used in the District Council's discretion, and any benefits from or contributions to the H&W Plan or the CEIRP.
- (g) Should any declaration above prove to be false, the District Council may unilaterally refuse to grant me a permit or may revoke such permit without notice once granted.

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

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

ADDRESS _____

SIGNATURE OF APPLICANT _____ DATE OF BIRTH _____

SIGNATURE OF PRODUCER _____

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

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

WORK PERMIT APPLICATION FOR CANADIANS AND PERMANENT RESIDENTS

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

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

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

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

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

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

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

OR

I request that my engagement be subject to the terms and conditions of the 2010 – 2012 DGC/CMPA Standard Agreement and I agree to the DGC Ontario administration charge of 2% being deducted from my Gross Remuneration and remitted by the Producer to DGC Ontario on a weekly basis in accordance with article ON5.06 of the 2010 – 2012 DGC/CMPA Standard Agreement

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

- (a) The Producer will deduct from my Gross Remuneration the District Council administration charge of two percent (2%) and a permit fee of fifty dollars (\$50.00) per week of my engagement or portion thereof, or a permit fee of two hundred dollars (\$200.00) per week or portion thereof of my engagement if I am engaged as a Director, plus GST or HST as applicable, and will remit the same to the District Council weekly.
- (b) A percentage based on the applicable tier of the Production, as set forth in article ON5.07, of my Gross Remuneration, subject to article ON5.03(b) will be remitted by the Producer to the District Council for use in the District Council's discretion, but not deducted from Gross Remuneration.
- (c) Any required Producer contributions to the District Council's group retirement savings plan (the "RRSP") will be paid to me directly, not to the RRSP, as part of my Gross Remuneration.
- (d) I am not entitled to, waive all rights to, and will not receive any benefits from the RRSP nor any health, life, dental or related benefits from the H&W Plan, and the delivery of those benefits is strictly governed by the applicable plan documents and trust agreement.
- (e) I hereby waive, release, and forever discharge any claims in respect of the H&W Plan and the RRSP ("Claims") which I may have against the Trustees of the H&W Plan, the Directors Guild of Canada or any of its District Councils, the District Council and its members, the Producer and the CMPA or any of the officers, directors, employees or agents of any of them.
- (f) I will not commence any legal proceedings before any court, labour board, arbitrator, administrative tribunal or other body whatsoever, in respect of Claims, monies remitted as equalization payments by the Producer, or deducted from my Gross Remuneration, which have been applied to District Council administration and permit fees or otherwise used in the District Council's discretion, and any benefits from or contributions to the H&W Plan or the RRSP.
- (g) Should any declaration above prove to be false, the District Council may unilaterally refuse to grant me a permit or may revoke such permit without notice once granted.

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

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

ADDRESS _____

SIGNATURE OF APPLICANT _____ DATE OF BIRTH _____

SIGNATURE OF PRODUCER _____

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

AUTHORIZED BY _____

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

I N D E X

Administration and Training Fund.....	153	Strip Programs	161
Airplane and Helicopter Insurance.....	156	Sufficient Numbers.....	161
Arbitrators	162	Supervising Editor.....	161
Budget Tiers	165	Television Series	160
CFTPA Levy	154	Terminating Engagements	161
Credits.....	158	Nearby Location	155
Art Department	159	Remote Location	155
Better Conditions	158	Studio Zone.....	155
Credit Grievance.....	158	Travel to Studio Zone	157
Credits.....	158	Use of Personal Vehicles	157
Editing Department.....	160	New Business Development Plan	154
Guild Credit	158	First Year Television Series Incentive	155
Other Credits.....	158	Television Series and Pilots Incentives	154
Production Department.....	159	Tier E Long Form Incentive	155
Removal or Alteration of Credit.....	158	Non-Member Equalization Payments.....	152
Screen Credits	158	Overtime.....	150
Submission of Proposed Screen Credit Format to the District Council.....	158	Exceptions	151
Dailies	150	First Five (5) Days - Production, Art, Editing & Accounting Departments	150
Distant Location	156	Holiday - Production, Art, Editing and Accounting Departments	151
Accommodation and Meals.....	156	Overtime Calculation	151
Air Travel	156	Payment of all Premiums	151
Notice.....	156	Prior Approval of Producer.....	152
Rail Travel	156	Seventh (7 th) Day - Production, Art, Editing and Accounting Departments	150
Transportation	156	Sixth (6 th) Day - Production, Art, Editing and Accounting Departments.....	150
Use of Personal Vehicles	157	Statutory Overtime	151
Work Time, Travel Time.....	156	Turnaround or Rest Period.....	151
Fringes	154	Turnaround or Rest Period Encroachment	151
Guild Remittances.....	154	Premium Remuneration.....	150
Health and Safety.....	163	6th Day Rate	151
Safety Guidelines for the Film and Television Industry in Ontario.....	163	7th Day Rate	151
Workers Safety and Insurance Board of Ontario.....	163	Holiday Rate.....	151
Health and Welfare Plan	153	Overtime Calculation	151
Non-Member Equalization	152	Payment of all Premiums.....	151
Hiatus Periods	149	Prior Approval of Producer.....	152
Holidays and Vacations	152	Statutory Overtime	151
Annual Vacation.....	152	Turnaround or Rest Period.....	151
Holiday Rate	151	Turnaround or Rest Period Encroachment	151
Holidays.....	152	Production Meetings.....	150
Holidays Falling on Days Off.....	152	Rates	
Overtime, Holidays	151	Accounting Department – 2010	176
Unworked Holidays During Regular Work Week	152	Accounting Department - 2011	176
Incentives.....	154	Accounting Department - 2012	177
First Year Television Series Incentive	155	Art Department - 2010	169
Television Series and Pilots Incentives.....	154	Art Department - 2011	169
Tier E Long Form Incentive.....	155	Art Department - 2012	169
Insurance		Picture Editing Department – 2010 – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series.....	170
Airplane and Helicopter, Underwater and/or Watercraft	157	Picture Editing Department – 2010 – Theatrical Motion Pictures, Made for Television Movies, Mini-Series.....	170
Travel.....	156	Picture Editing Department – 2011 – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series.....	171
Jurisdiction	179	Picture Editing Department – 2011 – Theatrical Motion Pictures, Made for Television Movies, Mini-Series.....	171
Lay-off and Termination.....	157	Picture Editing Department - 2012 – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series.....	172
Definition.....	157	Picture Editing Department - 2012 – Theatrical Motion Pictures, Made for Television Movies, Mini-Series.....	172
Notice of Lay-off.....	157	Production Department - 2010	166
Record of Employment	157	Production Department - 2011 Rates.....	167
Replacement.....	157	Production Department - 2012 Rates.....	168
Replacement Pay.....	157	Sound Editing Department – 2010 – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series.....	173
Replacing Daily Guild Member	157	Sound Editing Department – 2010 – Theatrical Motion Pictures, Made for Television Movies, Mini-Series.....	173
Termination of Engagement.....	157	Sound Editing Department – 2011 – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series.....	174
Weekly	157	Sound Editing Department – 2011 – Theatrical Motion Pictures, Made for Television Movies, Mini-Series.....	174
Letters of Understanding		Sound Editing Department – 2012 – Anthologies, Pilots, Spinoffs, Strip Programs, TV Drama Series, TV Series, Variety Specials, Variety Series.....	175
No. 1 – DGC Ontario Jurisdiction	179	Sound Editing Department – 2012 – Theatrical Motion Pictures, Made for Television Movies, Mini-Series.....	175
No. 2 – Fact Based/Lifestyle/Docu-Drama Production	180	Regular Work Day.....	149
Location Support Personnel.....	163	Remittances	154
Application of Standard Agreement	163	Replacement	157
Bargaining Unit.....	163	Replacement Pay	157
Fringes	164	Replacing Daily Guild Member	157
Holidays.....	163	Rest Period or Turnaround.....	151
Hourly Engagement	163	Turnaround or Rest Period Encroachment	151
Hourly Rates.....	163	Retirement & Health and Welfare Plans	
Meal Allowance and Breaks.....	163	Administration and Training Fund	153
No Contracting Out.....	163	Change in Members Check-Off	153
Overtime Calculations	163	Check-Off Authorization	153
Permittees	163	Check-Off Remittance.....	153
Premium Payment Calculations	163	DGC Ontario Fringes.....	154
Roger Goodlad Rule	164	Exceptions	152
Shelter Allowance	164	Health and Welfare Plan.....	153
T2200.....	164	Producers Liability.....	153
Meal Breaks/Meal Penalty.....	152	Receipts for Income Tax Purposes	153
Members Check-off		Retirement Contributions	153
Change in Members Check-Off	153	Rodger Goodlad Rule	164
Check-Off Authorization	153	Safety and Health	163
Check-Off Remittance.....	153	Safety Guidelines for the Film and Television Industry in Ontario	163
Minimum Staffing	160	Workers Safety and Insurance Board of Ontario.....	163
Accounting Department	161		
Art Department	160		
Determination of Minimum Personnel Requirements	161		
Directors	160		
Eight Hour Call Production Department	160		
Four Hour Call Production Department.....	160		
Picture and Sound Editing Departments	161		
Picture Editing	161		
Principal Photography	160		
Production Department.....	160		
Second Unit	161		
Sound Editing.....	161		

I N D E X

Screen Credits for Art Department-----	159	Replacement -----	157
Art Directors Working Under a Production Designer and for 1st Assistant Art		Replacement Pay -----	157
Directors/Set Designers -----	159	Replacing Daily Guild Member-----	157
Production Design Credit for Subsequent Use -----	159	Termination of Engagement -----	157
Production Designers or Art Directors as Head of Department -----	159	Weekly -----	157
Television Motion Pictures-----	159	Travel and Accommodation-----	155
Screen Credits for Editing Department -----	160	Accommodation and Meals on Distant Location -----	156
Editing Department Personnel on all other Motion Pictures -----	160	Air Travel -----	156
Editing Department Personnel on Theatrical and Television Motion Pictures -----	160	Airplane and Helicopter, Underwater and/or Watercraft Insurance -----	156
Picture Editors on Theatrical and Television Motion Pictures -----	160	Distant Location -----	156
Professional Designation -----	160	Nearby Location -----	155
Publicity -----	160	Notice -----	156
Screen Credits for Production Department -----	159	Rail Travel-----	156
3rd Assistant Directors, Assistant Location Managers and Production Assistants		Remote Location -----	155
-----	159	Studio Zone -----	155
Accounting Department -----	159	Transportation-----	156
Location Managers, Unit Managers and Assistant Production Managers on		Travel Insurance-----	156
Theatrical and Television Motion Pictures -----	159	Travel to Studio Zone -----	157
Production Managers, 1st and 2nd Assistant Directors on Theatrical and Television		Use of Personal Vehicles -----	157
Motion Pictures-----	159	Work Time, Travel Time -----	156
Television Motion Pictures-----	159	Turnaround or Rest Period-----	151
Theatrical Motion Pictures-----	159	Turnaround or Rest Period Encroachment -----	151
Sound Post Production		Underwater and/or Watercraft Insurance -----	156
Contracting Out -----	161	Vacations and Holidays -----	152
Engagement of Post Production House Staff -----	161	Annual Vacation -----	152
Extended Term Contracts -----	162	Holidays -----	152
Favoured Nations-----	162	Holidays Falling on Days Off -----	152
Half-day Rate -----	162	Unworked Holidays During Regular Work Week -----	152
Multiple Assignments -----	162	Work Day-----	149
Sound Post Production List-----	162	Dailies, Production Meetings, and Surveys -----	150
Sound Post Security -----	162	Daily Calls-----	149
Updated Sound Post Production List-----	162	Flat Deals -----	149
Studio Zone -----	155	Fractional Work Week-----	149
Travel to Studio Zone -----	157	Hiatus Periods -----	149
Surveys -----	150	No Split Shifts and No Standby Engagement-----	149
Television Series and Pilot Incentives -----	154	Shifting the Work Week -----	149
MFT's and Mini-Series Incentives-----	154	Work Week -----	149
Series and Pilots -----	154	Work Permit Applications	
Termination and Lay-off -----	157	Canadians and Permanent Residents-----	182
Definition-----	157	Non-Canadians -----	181
Notice of Lay-off-----	157	Work Permits -----	162
Record of Employment -----	157	Permit Fees-----	162