

## Collective Agreement Tips of the Week Archive

The following entries have been listed in order of applicable article number with the date(s) they appeared in the DGC BC e-Bulletin.

### **Recognition of Bargaining Unit (Article 2.1)** (Nov. 2/07, Feb. 5/10, Mar 4/11)

The Employer recognizes the DGC BC as the *sole bargaining agent* on behalf of its Members and any permitted individuals working in a DGC BC classification.

As such, only the DGC BC Executive Board may agree to alter the terms and conditions under which a Member is employed, through the enabling provisions of Article 27.6.

Individual Members can negotiate superior terms, however they may not agree to work for lesser terms or waive provisions that have not been enabled by the DGC BC Board.

### **Hiring Rules (Article 7.1 - 7.2)** (Jan. 4/08, Aug. 22/08, June 4/10)

The article states "The Union shall maintain a list of Members and, upon request from an Employer, shall identify and supply from this list competent & qualified persons in the appropriate classifications listed in this Agreement."

What it means: For the above purposes, the Weekly Availability List is relied upon for crewing a production. For this reason, Members are urged to list themselves when they're available for work. Doing so not only enhances employment opportunities, but also helps us avoid granting permits to non-Members when the Availability List lacks available Members.

### **Production Records (Article 9.4)** (Apr. 18/08, Mar. 19/10, Mar. 11/11)

All daily call sheets - including those for 2nd unit or any additional shooting units - are to be supplied to the DGC BC office.

This allows DGC BC staff to ensure compliance with certain Collective Agreement provisions, as well as a means to locate Members in case of emergency. Daily call sheets and their contents are treated with confidentiality and used for internal purposes only.

Environmental note: In an effort to reduce paper consumption here at the office, we request that productions email the call sheets to us, rather than faxing them. Call sheets can be emailed to: [jcameron@dgcbc.com](mailto:jcameron@dgcbc.com)

**Grievance & Arbitration (Article 10)** (Sept. 21/07, Apr. 11/08, Mar. 26/10, May 6/11)

When a problem arises at work, Employees shall first report the problem to the Category Head (i.e: 1st AD, LM). The Category Head shall discuss the problem with the PM or a representative of the Employer. If a mutually satisfactory resolution is not reached the same day, the Category Head or his/her designate shall contact the DGC BC for further discussion.

**Order of Hire (Article 11.3)** (Aug. 1/08)

Whenever the duties of a Category (Production Management, Assistant Direction or Location Management) are to be performed, a Full Member of the DGC must be hired as the Category Head (Production Manager, 1st AD, and Location Manager). Any subsequent Employees hired in a Category are to be hired in the order of the next highest classification as set out in the table below:

Category	Production	AD	Locations
Order of Hire:	1. PM	1. 1st AD	1. LM
	2. UM	2. 2nd AD	2. ALM
		3. 3rd AD	3. TAL
		4. TAD	

The order of hire must be maintained throughout production. At no time can a lower classification Employee be working in the absence of a higher classification Employee in their Category (example: a 3rd AD working without a 2nd AD).

*Note: The order of hire applies to 2nd Units and other additional units (Article 11.10).*

**Order of Hire on Additional Units (Article 11.10)** (Oct. 2/09, Aug. 20/10, Jan. 21/11)

The Order of Hire provisions of Article 11.3 apply to 2nd Units or any other additional units including "Splinter Units", "Insert Units" or any shooting unit that meets the definition of "Second Unit" in Article 1.24.

For example, an AD department on an additional unit may not have a 1st AD and a 3rd AD without a 2nd AD. In this scenario, the production would be required to upgrade the 3rd AD to 2nd AD to be in compliance with this provision of the Collective Agreement.

**Dual Capacity (Article 11.11)** (Sept. 14/07, Apr. 4/08, June 25/10)

An Employee shall not be allowed to function in a dual capacity without the written consent of the Union.

*Note: Dual capacity refers to working on a show in more than one job category simultaneously, as well as working on more than one show simultaneously.*

**PA Job Descriptions (Article 12.5, 12.6)** (Aug. 29/08)

The DGC BC Labour Department has been fielding calls recently seeking clarification on what a PAs job description is.

Articles 12.5 & 12.6 provide a general job description, but these articles are not meant to represent every task that a PA may be required to perform.

The language used in all job descriptions in the Collective Agreement is *intentionally* general in nature. Not only is it not feasible to describe every specific task performed on set, attempting to do so could result in production paralysis if a task came up that wasn't covered in anyone's job description.

The general rule of thumb for PAs is that their work is delegated by their supervisor (i.e.: ALM or 3rd AD). If they are asked by their supervisor to perform or assist with a task that falls outside their typical responsibilities, they should perform the task as instructed, as long as it is safe for them to do so. If the request comes from another department, they should refer the person making the request to the PAs supervisor for authorization. Again, the delegation of work performed by PAs is the responsibility of their supervisor within their department.

**Deal Memo (Article 13)** (Nov. 9/07, Jun. 6/08, Nov. 27/09, Oct. 22/10)

If a dispute were to arise between you and your Employer over the terms of your employment (job category, rate of pay, daily or weekly hire, etc), a verbal agreement would not be enforceable by the DGC BC. The only way to ensure that your employment terms can be protected, and that both you and your Employer are clear what those terms are, is to fill out and sign a Deal Memo as soon as you begin work.

If a Deal Memo cannot be completed right away, you should verbally confirm the employment terms with the Employer and follow up with confirmation of those terms via email. In lieu of a fully executed Deal Memo, an Employer's email response confirming the terms may be used by the DGC BC to settle a dispute, should one arise.

### **Notice of Layoff (Article 14.2) (Jul. 20/07)**

Daily hires must be notified by wrap if they are needed for the following day.

Weekly hires must be given no less than 1 week's notice of layoff, or 1 week's severance pay if no notice is given. If less than 1 week's notice is given, the balance of the 1 week shall be paid in severance pay (in other words, a combination of notice and severance pay, equaling one week).

The same notice is required from Employees voluntarily leaving their jobs.

*Notes: If an Employee who is given notice of layoff chooses to leave their job prior to the end of the 1 week's notice, they forfeit their right to severance pay.*

*Layoff notice may be given verbally, in writing (memo, email) or, in the case of the end of production, in the form of a published production schedule.*

### **Discharge (Article 14.3) (Jul. 27/07, Feb. 15/08)**

An Employer may not discharge a weekly-hired Employee prior to the end of the work week without just & reasonable cause. The Employer must notify the Guild if an Employee has been discharged and must provide reason(s). If just & reasonable cause can be demonstrated to the Guild's satisfaction, the Employee is not entitled to the balance of their weekly guaranteed salary or any severance or replacement pay. If the Guild doesn't feel just and reasonable cause exists, the Guild may file a grievance. Bottom line, the onus is on the Employer to prove just & reasonable cause.

*Note: Typical examples of just & reasonable cause include; theft, fraud & assault. It does not include things like work performance issues, personality conflicts or being late.*

### **Replacement Pay (Article 14.4) (Jul. 13/07, Feb. 8/08)**

If an Employee on a weekly guarantee is replaced after working less than 50% of principal photography, they are entitled to Replacement Pay of 1 week based on their weekly rate of pay, including over-scale if applicable.

If a replaced Employee has worked 50% or more of principal photography, they are entitled to Replacement Pay of 2 weeks based on their weekly rate of pay.

For episodic TV, the above refers to 50% of episodes in a season.

\*Note: Replacement Pay is paid in addition to the balance of an Employee's Weekly Guarantee if the Employee is replaced before the end of their work week.

**To summarize:**

Lay-Off (Article 14.2): End of engagement due to shortage of work. 1 week's notice required or severance pay in lieu of notice for weekly-hired Employees.

Discharge (Article 14.3): Immediate termination with just & reasonable cause. No additional pay beyond date of discharge.

Replacement (Article 14.4): Being replaced for work performance issues, etc. Just and reasonable cause not required. Replacement pay applies for replaced weekly-hired Employees.

**Force Majeure (Article 14.5)** (Jan. 18/08, Sept. 5/08, June 11/10)

This article outlines what constitutes a Force Majeure, the requirement for the Employer to notify the Union, and how an Employee's weekly pay would be affected.

A Force Majeure occurs when production is prevented or interrupted by reason beyond control of the Employer. Examples of a Force Majeure include natural causes (fire, earthquake, and floods), labour disputes, riot or war, and injury or illness of a leading cast member or Main Unit Director. When a bonafide Force Majeure is declared, the Employer may pro-rate weekly rates of pay to the extent necessitated by the length of the disruption.

**Extended Work Day Premiums (Article 15.4)** (Jan. 25/08, Apr. 9/10, Feb. 18/11)

An Employee who is required to work beyond 15 hours in a day is paid two and a half times (2 1/2X) their hourly base rate.

No Employee shall be required to work beyond 18 hours, unless mutually agreed upon by the Employer and Employee. If work continues beyond 18 hours, the Employee is paid at three times (3X) their hourly base rate. No Employee shall be dismissed, disciplined or have their pay withheld for refusing to work more than 18 hours in a day.

The hourly base rate is calculated as follows:

- Weekly Hires: Their weekly rate (including overscale) divided by 102.5
- Daily Hires: Their daily rate (including overscale) divided by 20.5

**Weather Cancellation - Daily Employees (Article 15.9)** (Nov. 23/07, Jul. 25/08, Dec. 18/09, Jan. 7/11)

A daily hired Employee's call may be cancelled at any time up to and including the scheduled call time of the day in question when weather prevents exterior shooting. If a call is cancelled due to weather and less than 9 hours notice is provided, the Employee shall be paid 25% of one day's pay.

*The above applies to daily hired Employees only. Weekly hired Employees maintain their weekly guarantee in the case of a weather cancellation.*

**Work Performed on 6th and 7th Consecutive Days (Article 15.11)** (Aug. 17/07, Mar. 7/08, Jan. 14/11)

If an Employee works six (6) consecutive days, they shall be paid 150% of their daily or pro-rated weekly rate (including over-scale) for work on the 6th Day.

If an Employee works seven (7) consecutive days, they shall be paid 200% of their daily or pro-rated weekly rate (including over-scale) for work on the 7th Day. A 7th Day Premium only applies if it follows 6 consecutive days worked. In other words, if 5 work days are followed by a day off on the 6th Day and a work day on Day 7, the work on Day 7 is subject to a 6th Day Premium (150%), not a 7th Day Premium (200%).

If a Holiday occurs on day one of your work week and you do not work that day, work performed on day 6 of that work week is paid as a 6th day as if you had worked on day one.

*Note: 6th or 7th Day Premiums are not applicable when the production is shifting the work week back by 1 or 2 days (see Article 15.12).*

Any work performed on a 6th or 7th day beyond 15 hours is paid at 300%.

There is no 8th Day Premium. The days are re-set after the 7th day. An 8th consecutive day would be paid at straight time.

**Partial Work Week (Article 15.13)** (Nov. 26/10)

When Employees are hired on a weekly basis, there is a weekly guarantee that applies. Under Article 15.13, a weekly hired Employee may have their weekly wages pro-rated when starting or ending their employment with a partial work week. However, their pay may only be pro-rated in this circumstance if the partial work week is followed by or preceded by a full work week. In other words, a pro-rated work week to start an Employee's engagement may not be followed immediately by a pro-rated work week to end their engagement. In this scenario, an Employer must either maintain the weekly guarantee in the 2nd week or hire the Employee on a daily basis for both weeks.

**Meal Periods (Article 16)** (Sept. 7/07, Jan. 22/10)

An Employee's first meal break, unless Pacific Northwest Hours are in effect, is to commence within 6 hours of their call time. Succeeding meal breaks are to commence within 6 hours after the end of the preceding meal period. The first meal break is to commence no earlier than 2 hours after call, unless a "walking

breakfast" is provided. If a "walking breakfast" is provided, the first meal break may be 6 hours after such breakfast.

The above meal intervals may be extended for the purpose of completing the camera take(s) in progress until print quality is achieved. In no case shall any work period exceed 9 hours without a meal break unless Pacific Northwest Hours are in effect

#### **French (Pacific Northwest) Hours (Article 16.5) (Oct. 16/09)**

Pacific Northwest Hours consists of an 11-hour work period which includes either a 1-hour paid meal period before the shift begins, or a 30-minute paid meal period before the shift begins and two 15-minute paid breaks during the rest of the work period. When Pacific Northwest Hours are implemented, a continuing hot buffet is to be made available.

Notice of Pacific Northwest Hours must be given to crew on the previous work day.

An Employer may institute Pacific Northwest Hours on a daily basis as long as it applies to the entire shooting crew. Notice of PNW Hours must be provided on the previous work day.

#### **Daily & Weekly Turnaround (Article 17) (Aug. 31/07, Jan. 15/10, Apr. 8/11)**

Daily turnaround entitles Employees to a 9 hour rest period from the end of a work day to the start of the next.

Weekly turnaround entitles Employees to:

- 32 hour rest period when one day off is provided (eg: shifting the work week back or following work on a 6th day)
- 48 hour rest period when two days off are provided
- 72 hour rest period when three days off are provided (eg: shifting the work week forward or long weekend due to stat holiday)

Encroachment on Turnaround: If the above rest periods are not provided, each hour worked during the rest period is paid at 3X the Employee's hourly base rate (including overscale). If the rest period is encroached by one-half hour or less, the Employee is paid one-half hour of turnaround premium.

*Note: For weekly hired Employees, the hourly base rate is calculated by dividing the weekly rate (incl. overscale) by 102.5 hours. For daily hired Employees, the hourly base rate is calculated by dividing the daily rate (incl. overscale) by 20.5 hours.*

#### **Holidays (Article 18) (Aug. 3/07, Oct. 9/09, June 30/10, Dec. 17/10)**

When a statutory holiday falls on day 2, 3 or 4 of the production's established work week, the Employer has the option of observing the holiday on day 1 or 5 of that work week in order to provide a 3-day weekend. Christmas Day, Boxing Day, New Year's Day and Good Friday are exempt from this provision and must be observed on the actual day. A statutory holiday that falls on day 1 or 5 of the established work week may not be switched unless approved by the Union.

If a statutory holiday falls on a day off (ie: day 6 or 7 of the production's work week), the Employer must provide a day off on either the work day before or the work day after the holiday.

**Holidays Not Worked (Article 18.5)** (Aug. 3/07, Mar. 5/10, Apr. 29/11)

Daily-Rated Employees: Must have worked at least 15 of the 30 days prior to the holiday to receive their full day's pay. Those who worked less than 15 of the 30 days are paid a pro-rated value (their total earnings for the 30 days prior to the holiday, divided by 15).

Weekly-Rated Employees: Are paid their full weekly rate if the non-worked holiday falls within a full work week. If it falls during a partial work week and the Employee works the day before and the day after the holiday, they are paid one-fifth of their weekly rate for the holiday.

*\*Note: The above applies to any holiday that falls during a production hiatus.*

**Holidays During a Hiatus (Article 18.5)** (Oct. 26/07, May 16/08, Dec. 4/09, Dec. 10/10)

When a statutory holiday occurs during a production hiatus (ie: Christmas Break), Employees who worked before and after the hiatus are paid either 1/5th of their weekly rate (weekly hires), or their daily or pro-rated daily rate (daily hires) for each holiday. During a typical Christmas hiatus, 3 holidays occur; Christmas, Boxing Day & New Year's Day.

For example: A weekly hired Employee who's show is on hiatus from December 22 to January 2 would be paid a total of 3/5ths of their weekly rate (including overscale) in holiday pay.

**Holidays Worked (Article 18.6)** (Aug. 3/07, May 21, 2010)

Employees who work on a holiday are paid 250% of their daily or pro-rated weekly rate. Work beyond 15 hours on a holiday is paid at 300%.

**Pay Adjustment for Work in Higher Classifications (Article 20.6) (Oct. 19/07, Jan. 29/10)**

When an Employee is assigned to a higher-rated job classification (upgraded), their pay shall be increased to not less than the daily or weekly rate of the higher classification. This does not apply for upgrades of less than 1 day.

Calculation of upgrade wages: A weekly hired Employee who is upgraded shall be paid the difference between the pro-rated weekly rate of their regular classification (including overscale) and the pro-rated weekly rate of the higher classification. For example, a 3rd AD who is upgraded to 2nd AD for two days shall be paid 3/5ths of their 3rd AD weekly rate plus 2/5ths of the 2nd AD weekly rate.

A daily hired Employee who is upgraded shall be paid the daily rate for the higher classification for every day worked in that higher classification.

**Pay Day (Article 21.2) (Nov. 16/07, Jul. 11/08, Apr. 1/10)**

Employees are to be paid no later than the 4th work day following the week worked. For example, on a Monday - Friday work week, pay cheques must be made available on the following Thursday. The Employer must make every effort to distribute pay cheques on this day. If, for any reason it's not feasible, all affected Employees must be notified by the Production Manager before the end of the day and advised when the cheques will be available.

**Payroll Service (Article 21.4) (Jan. 11/08)**

This article states that when an Employer uses a payroll company or other third party to handle the payment of wages to its Employees, the responsibility to comply with the payment of wages provisions of the Collective Agreement ultimately rests with the Employer.

As most of you are now aware, Axium Entertainment Payroll Services ceased operations this week. In the event that a payroll company or other third party fails to provide payroll services, this article protects Members by placing the onus on the Employer to ensure Employees are paid through alternate arrangements.

As mentioned in a separate email that went out to the DGC BC Membership earlier this week, current productions that were using Axium have made alternate arrangements for future pay periods. You are urged to contact us immediately if you experience any problems with the payment of your wages.

**Travel Outside Studio Zone (Article 22.6(b))** (Jul. 6/07, Feb. 1/08, Apr 23/10, Feb. 11/11)

When the Employer is not providing transportation to a location outside the Studio Zone, Employees are to be paid \$0.35/km for kilometers driven from and back to the Zone limits.

\*Note: If the Employer is providing transportation and you chose to use your own vehicle instead, the Employer is not obligated to pay your mileage.

**Accommodation & Transportation Standards (Article 22.7)** (Oct. 5/07, Apr. 24/08)

When an Employer is providing overnight accommodations outside the Studio Zone, the accommodations must be single occupancy rooms and equal to CAA standards, where reasonably available.

Employees (other than Production Assistants) required to travel by air shall be flown business or first class on flights 2 hours or more. If such flights are unavailable, Employees may be sent in the next closest class.

**Travel Insurance (Article 22.11)** (Feb. 24/11)

When an Employee is required to travel to a distant location for work and the transportation is being furnished by the Employer, the Employer is required to provide a minimum of \$250,000 of accidental death and dismemberment insurance, payable to the Employee or designated beneficiary. Proof of such insurance coverage must be provided to the Employee no later than 24 hours prior to departure. If no proof is provided upon request, an Employee may arrange their own travel insurance and shall be reimbursed by the Employer.

**Designated Crew Parking (Article 22.12(a))** (Sept. 25/09, July 23/10)

Under Article 22.12, the Employer has an obligation to provide crew parking.

It's important that DGC BC Members use the designated parking provided for them. This provision has been collectively bargained for the benefit of the crew at a cost to the production. Diminishing utilization of this benefit may result in the loss of this provision in future negotiations. As well, productions will not be held responsible for towing costs, loss or damages to vehicles parked outside secured crew parking. Of equal importance, however, crew choosing to park outside of designated crew parking has a negative impact on shooting locations, particularly in residential neighborhoods. Productions have received complaints from frustrated residents who cannot find parking around their homes. Please be respectful of the neighborhoods you're shooting in and use the designated crew parking areas.

**Working Alone (Parking: Article 22.12(b))** (Oct. 12/07, May 2/08, Sept. 4/09, June 18/10)

No Production Assistant shall be required to work alone in supervising a parking lot or other area that is outside of visual and auditory distance of the shooting unit.

*Note: Auditory distance means shouting distance as opposed to radio range. An individual working in close proximity to another crew member (i.e.: a Teamster or other PA), is not deemed to be working alone.*

**Vehicle Allowance (Article 22.13)** (Feb. 1/08, May 30/08, May 7/10)

When you're required to use your own vehicle for work related purposes, the Employer is required to reimburse you either \$0.35/km or \$25/day. If the Employer chooses the \$25/day option, they are also required to reimburse for all work related fuel expenses. If the \$0.35/km option is chosen, fuel expenses are not reimbursed.

\*Note: Traveling to and from work within the Studio Zone is not considered a work related expense.

**Leaves of Absence (Article 23)** (Aug. 10/07, Feb. 29/08, May 14/10)

If an Employee, after starting work, suffers an injury or any illness that prevents them from continuing to work, they are to be paid for that day. The Employee is required to report any illness or injury to the Employer as soon as possible so that adequate replacement may be made, if necessary.

*Note: Only the 1st day of the injury or illness shall be paid. In the case of Weekly Employees, the Employer shall make reasonable efforts to grant a leave of absence (without pay) due to injury or illness.*

**Employee Prerogative (Safety) (Article 24.2)** (Sept. 4/09, Nov. 3/10)

"...no Employee shall be dismissed or otherwise disciplined, or jeopardize his or her working opportunities, for refusing to work in hazardous or unsafe conditions or to perform any work that the Employee reasonably believes to be hazardous or unsafe."

There are two reasons why Article 22.12 exist. DGC Employees do not provide security work for a production. This work is performed by and is the exclusive jurisdiction of Teamsters Local 155. More importantly, working alone outside of visual and auditory range is unsafe. For clarity, auditory range does not mean "radio" range.

DGC department heads and supervisors have a responsibility, under the DGC BC Bylaws, to comply with all provisions of the Collective Agreement and ensure that their fellow Members are working in a safe environment.

**Weather Conditions (Article 24.5) (Dec. 7/07, May 28/10)**

The Employer is required to inform Employees of weather conditions at the shooting site so they may provide themselves with suitable clothing.

However, in extreme cold or wet weather, the Employer shall provide suitable clothing and gear to cope with the conditions. Such clothing and gear shall remain the property of the Employer and shall be returned upon completion of production in the condition it was received (normal wear & tear excepted).

**Reporting of Accidents, Medical Attention and Hospitalization (Article 24.7) (Dec. 11/09, July 16/10)**

When an Employee is injured at work and medical attention or hospitalization is needed, the Employer is required to provide any report made of the incident to the Union. All WCB (WorkSafe) forms pertaining to the incident must be provided to the Union within 5 days of them being sent to WCB.

To assist the DGC BC in awareness of any injuries sustained by its Members at the work site, Members are encouraged to contact Jason or Paul at the DGC BC office when a reportable accident/incident occurs. This allows the DGC BC to ensure the Employer maintains compliance with the above requirement.

**Credits (Article 26) (Dec. 14/07, Mar. 12/10)**

This article states that the Production Manager, First Assistant Director and Second Assistant Director will receive a screen credit on the same card and listed in that order. All names and titles are to be the same size and type on the card or crawl.

Where a Production Manager also works as a Line Producer or any other "out of scope" position, any credit granted for that position is separate and apart from the credit they receive as a Production Manager as noted above. No other title for the Production Manager can exist on that card and nor can a Production Manager waive that credit in lieu of another credit.

The title Production Manager is specific to the DGC and where the Production Manager works under a DGC BC Deal Memo only that term can be used in the

Credit. The term Unit Production Manager is specific to the DGA and is only used when working under a DGA Deal Memo.

All other DGC BC represented position credits, apart from Directors, are negotiable. The results of those credit negotiations should be included in your deal memo.

Any credit infringements should be brought to the attention of the DGC BC.

#### **Residency Information for Production Incentives (Article 27.11) (July 9/10)**

Employees must provide Canadian and Provincial residency information sufficient to ensure that the production company is eligible to receive the federal and provincial incentives including tax credits. The Personal Information and Privacy Act applies to the collection, use and disclosure of this information.

Note: While it is illegal for an Employer to withhold pay for the purpose of collecting residency information from an Employee, being able to substantiate residency may be a condition of employment. In other words, failure to provide the required information may be used as bonafide rationale for an Employer not to consider an Employee for work.

#### **Residency Information for Production Incentives (Article 27.11) (Oct 8/10)**

*"Employees must provide Canadian and Provincial residency information sufficient to ensure that the production company is eligible to receive the federal and provincial incentives including tax credits. The Personal Information and Privacy Act applies to the collection, use and disclosure of this information."*

Despite the above requirement, the DGC BC office regularly takes calls from productions that are having problems obtaining this information. Tax credits are one of the most important incentives in determining where a show will be produced. If producers are unable to maximize their access to these tax credits, its effectiveness as a production incentive is reduced and BC's competitiveness may ultimately suffer. Please do your part by providing sufficient residency information to your Employer.

Note: While it is illegal for an Employer to withhold pay for the purpose of collecting residency information from an Employee, being able to substantiate residency may be a condition of employment. In other words, failure to provide the required information may be used as bonafide rationale for an Employer not to consider an Employee for work.

## **Work Permit Application for Canadian Citizens & Permanent Residents (Schedule B-1) (Aug. 24/07)**

Unfortunately we've seen an increase of non-Members working Member positions without being duly permitted. Whenever a non-Member or Permittee Logbook Holder is being considered for work in a Member position, a Schedule B-1 must be filled out and signed by the employee and submitted by the production to the DGC BC for approval.

When on distant location, a production can hire a local ALM, Scouts and PA's without going through the normal permitting procedure. However, Schedule B-1's must still be filled out by such non-Members and submitted to the DGC BC.

It's important to ensure the Guild is in receipt of a B-1 for every non-Member as it authorizes the Employer to deduct Union Dues and Permit Fees from a non-Member's gross salary.

Schedule B-1's can be found in the DGC BC Collective Agreement and on-line at [http://www.dgcbc.com/ie4/files/10\\_SCHEDULE\\_B1\\_2006.pdf](http://www.dgcbc.com/ie4/files/10_SCHEDULE_B1_2006.pdf)

## **Promulgated Agreements (Nov. 20/09, Oct. 1/10)**

A Promulgated Agreement is an individually negotiated stand alone 2-page agreement between the DGC BC and a low budget production that would otherwise be non-signatory.

Although the signing of a Promulgated Agreement makes a production signatory (i.e.: Members would not need to request dispensation), only the provisions contained in the 2-page agreement apply. In other words, provisions of our Collective Agreement are not applicable on promulgated productions unless they are specifically included in the Promulgated Agreement.

Promulgated Agreements allow the DGC BC to establish a labour relationship with a non-signatory Employer and negotiate fringe contributions by the Employer. Members working on a non-signatory production, once granted dispensation, would otherwise be invoiced by the DGC BC for H&W contributions and dues.

If you are considering work on a production that is indicated as "PROM" on the Production List, call the office for information or a copy of the Promulgated Agreement for that production, or email Assistant Business Agent Jason Cameron [jcameron@dgcbc.com](mailto:jcameron@dgcbc.com).

### **Non-Key Member PAs (Aug. 7/09, Aug 6/10)**

After filling the 4 Key PA positions (1 Office PA and 3 On-Set/Locations PAs), a production is now required to fill the next 4 PA positions with DGC Members. These new Member positions come with a rate of \$180.40 for a 15-hour day or \$105.60 for an 8-hour day.

Once the production has fulfilled its requirement to hire members in these next 4 positions, it is free to hire any number of "Helper" PAs (Members or non-Members) at the Helper rate of \$164 for a 15-hour day or \$96 for an 8-hour day. If there are no available Members to fill the "Non-Key Member" positions, a production may hire non-Members at the Helper PA rate.

### **New Media Productions (Jul 31/09, Dec 2/10)**

With a newly enshrined New Media Sideletter in your Collective Agreement, it's more important than ever for you to advise the DGC when you're considering work on a production. The sideletter provides jurisdiction to the Guild on any New Media production that hires DGC Members to work in DGC covered positions.

For Guild Members to benefit from working on a signatory show, DGC staff need to be aware of productions when they begin crewing. As a Guild Member, you have a role to play in ensuring that work done in both new and traditional media is covered under your Collective Agreement.

### **Supplemental Health & Welfare Contribution (Jul. 24/09)**

Under the newly ratified Collective Agreement, all Members receive an additional **\$4/day** in Health & Welfare contributions on top of the regular 4% H&W contribution.

Check your paystubs regularly to ensure that you are receiving this contribution for each day you worked.

### **PA Scale Wages Under Sideletter #4 (Jul. 17/09)**

Under the newly ratified Collective Agreement, Trainees and Production Assistants employed on Long Form Television Motion Pictures, Pilots and Canadian Domestic Television Productions **will no longer** be subject to the wage discounts under 2.02 of Sideletter #4.

### **Pro-rated Weekly Pay (Sept. 28/07, Feb. 26/10, Jan 28/11)**

There are only 5 circumstances where a weekly-hired Employee's pay can be pro-rated:

- 1) When an Employee starts on other than Day 1 of the work week or ends on other than Day 5 of the work week provided that the following or preceding week is a full work week. This also applies to any production hiatus (Article 15.13)
- 2) When a production shifts the work week forward by adding 1 or 2 additional days off (Article 15.12)
- 3) When a production declares a Force Majeure (Article 14.5)
- 4) When an Employee is absent due to illness or injury (Article 23)
- 5) When an Employee is discharged (terminated) for just and reasonable cause (Article 14.3)

### **Temporary Extension - Vancouver Studio Zone (Letter of Agreement No. 2) (Jan. 8/10)**

In the last round of negotiations, the DGC BC, along with the other unions, agreed to temporarily extend the eastern boundary of the Studio Zone to 240th Street.

This extension is in effect from January 1 - April 30, 2010, and applies only to the area south of the Fraser River.

### **Rate Sheets On-Line (Mar. 25/11)**

A reminder that rate sheets specific to each current production can be found on our website by clicking on "Production List". Each production name is a hyperlink to the applicable rate sheet.

You should always check your applicable scale rate when considering work and prior to filling out a deal memo.

### **Scale Rate & Supplementary H&W Increase: Effective April 3, 2011 (Apr. 1/11)**

A reminder to all Members that the next collectively bargained 2% rate increase takes effect at the beginning of the next payroll period, April 3<sup>rd</sup>. At this time, the Supplementary Health & Welfare contribution will also increase, from \$8/day to \$12/day.

Please note that some productions have been provided a concession by the DGC BC Board to hold current rates beyond the April 3<sup>rd</sup> increase. To find out whether the production you're working on has been granted this or any other concession, refer to the DGC BC Production List (applicable shows will be indicated with "CONC" under the Production Company name), or call the DGC BC office.

Current rates and fringes specific to each production can also be found by accessing the hyperlinked rate sheets on the Production List at [www.dgcbc.com](http://www.dgcbc.com). These rate sheets have been updated and linked to today's Production List for your reference.

Be sure to check the status of your production and if the rate/fringe increase is applicable, ensure that the increase is reflected on your pay stubs.

**Last updated: May 6/11**