

Memorandum of Agreement for the 2012-2015 Directors Guild of Canada, B.C. District Council Agreement

This Memorandum of Agreement is entered into between the Directors Guild of Canada, B.C. District Council (the “Union”), on the one hand, and the Canadian Affiliates of the Alliance of Motion Picture and Television Producers and the Canadian Media Production Association, BC Producers’ Branch (collectively known as the “Negotiating Producers”), on the other hand.

This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. This Memorandum of Agreement does not set forth contract language, except where the context clearly indicates otherwise.

The provisions of this Memorandum of Agreement modify the provisions of the Directors Guild of Canada, B.C. District Council 2009 Collective Agreement (hereinafter “the Collective Agreement”). All of the provisions of the current Collective Agreement shall remain the same unless otherwise specifically changed as noted herein.

The appropriate provisions herein shall be incorporated in the Wage Scales and Special Conditions for Directors (referred to as “Appendix A”), the Wage Scales (referred to as “Appendix B”), and/or in the Collective Agreement, unless otherwise specifically provided.

The newly negotiated terms of this Memorandum of Agreement (including wage and fringe increases) will come into effect as of April 1, 2012, unless specified otherwise. The Union will advise the representatives of the Negotiating Producers as soon as ratification is confirmed.

1. Term

The term of the Agreement shall be for three (3) years, commencing on April 1, 2012 and terminating on March 31, 2015.

2. Retirement Fund Contribution Rates

Increase the contribution rates to the Retirement Fund in Article 19.5 by one-half percent (½%) effective March 31, 2013 (for a total of 7.5%) and by an additional one-half percent (½%) effective March 30, 2014 (for a total of 8%). (The foregoing shall not apply to fringe rates under Sideletter No. 4 and Sideletter No. 5.)

3. Wage Rates

Increase wage rates as follows:

- (a) Increase wage rates, other than those set forth in subparagraph (b) below, by two percent (2%) effective April 1, 2012, by an additional two percent (2%) effective March 31, 2013 and by an additional two percent (2%) effective March 30, 2014.
- (b) In lieu of the wage rates set forth in subparagraph (a) above, the following rates shall apply to the categories listed below:

	Weekly Basis		Daily Basis	
	Per 75 Hour Week	Hourly Base Rate 102.5 Hr./ESA	Per 15 Hour Day	Hourly Base Rate 20.5 Hr.
Theatrical Motion Pictures Budgeted at More Than \$20 Million Trainee Asst. Director Trainee Asst. Location Manager				
Nov 1, 2011 – Mar 31, 2012	\$ 1,179.00	\$ 11.50	\$ 295.00	\$ 14.39
Apr 1, 2012 – Mar 30, 2013	\$ 1,230.00	\$ 12.00	\$ 308.00	\$ 15.02
Mar 31, 2013 – Mar 29, 2014	\$ 1,255.00	\$ 12.24	\$ 314.00	\$ 15.32
Mar 30, 2014 – Mar 31, 2015	\$ 1,279.00	\$ 12.48	\$ 320.00	\$ 15.61

	Weekly Basis		Daily Basis	
	Per 75 Hour Week	Hourly Base Rate 102.5 Hr./ESA	Per 15 Hour Day	Hourly Base Rate 20.5 Hr.
Theatrical Motion Pictures Budgeted at \$20 Million or Less and All Television Productions Trainee Asst. Director Trainee Asst. Location Manager				
Nov 1, 2011 – Mar 31, 2012	\$ 1,102.00	\$ 10.75	\$ 276.00	\$ 13.46
Apr 1, 2012 – Mar 30, 2013	\$ 1,179.00	\$ 11.50	\$ 295.00	\$ 14.39
Mar 31, 2013 – Mar 29, 2014	\$ 1,202.00	\$ 11.73	\$ 301.00	\$ 14.68
Mar 30, 2014 – Mar 31, 2015	\$ 1,226.00	\$ 11.96	\$ 307.00	\$ 14.98

	Daily Basis		Per 15 Hour Day	Hourly Base Rate 20.5 Hr.
	Per 8 Hour Day	Hourly Base Rate 8 Hr.		
Location Scout				
Nov 1, 2011 – Mar 31, 2012			\$ 226.00	\$ 11.00
Apr 1, 2012 – Mar 30, 2013			\$ 241.00	\$ 11.75
Mar 31, 2013 – Mar 29, 2014			\$ 246.00	\$ 11.99
Mar 30, 2014 – Mar 31, 2015			\$ 251.00	\$ 12.23

Production Assistants

1st Office Production Assistant hired & 1st Three (3) On Set/Locations Production Assistants hired				
Nov 1, 2011 – Mar 31, 2012	\$ 120.00	\$ 15.00	\$ 215.00	\$ 10.50
Apr 1, 2012 – Mar 30, 2013	\$ 120.00	\$ 15.00	\$ 231.00	\$ 11.25
Mar 31, 2013 – Mar 29, 2014	\$ 122.00	\$ 15.30	\$ 235.00	\$ 11.48
Mar 30, 2014 – Mar 31, 2015	\$ 125.00	\$ 15.61	\$ 240.00	\$ 11.71

Production Assistants

1st Four Non-Key Member Production Assistants				
Nov 1, 2011 – Mar 31, 2012	\$ 115.50	\$ 14.44	\$ 205.00	\$ 10.00
Apr 1, 2012 – Mar 31, 2015	\$ 115.50	\$ 14.44	\$ 220.38	\$ 10.75

Production Assistants

Additional Production Assistants "Helpers"				
Hourly Base Rate for a Daily Employee is based on the current minimum wage				
Nov 1, 2011 – Mar 31, 2012	\$ 105.00	\$ 13.13	\$ 194.75	\$ 9.50
Apr 1, 2012 – Mar 31, 2015	\$ 105.00	\$ 13.13	\$ 210.13	\$ 10.25

Lag Rates for Television	Weekly Basis		Daily Basis	
	Per 75 Hour Week	Hourly Base Rate 102.5 Hr./ESA	Per 15 Hour Day	Hourly Base Rate 20.5 Hr.
Trainees				
Nov 1, 2011 – Mar 31, 2012	\$ 1,056.00	\$ 10.30	\$ 264.00	\$ 12.88
Apr 1, 2012 – Mar 30, 2013	\$ 1,102.00	\$ 10.75	\$ 276.00	\$ 13.46
Mar 31, 2013 – Mar 29, 2014	\$ 1,179.00	\$ 11.50	\$ 295.00	\$ 14.39
Mar 30, 2014 – Mar 31, 2015	\$ 1,202.00	\$ 11.73	\$ 301.00	\$ 14.68
	Daily Basis			
	Per 8 Hour Day	Hourly Base Rate 8 Hr./ESA	Per 15 Hour Day	Hourly Base Rate 20.5 Hr.
Location Scouts				
Nov 1, 2011 – Mar 31, 2012			\$ 220.00	\$ 10.73
Apr 1, 2012 – Mar 30, 2013			\$ 224.00	\$ 10.93
Mar 31, 2013 – Mar 29, 2014			\$ 241.00	\$ 11.75
Mar 30, 2014 – Mar 31, 2015			\$ 246.00	\$ 11.99

1st Office Production Assistant hired & 1st Three (3) On Set/Locations Production Assistants hired				
Nov 1, 2011 – Mar 31, 2012	\$ 118.00	\$ 14.70	\$ 201.00	\$ 9.80
Apr 1, 2012 – Mar 30, 2013	\$ 120.00	\$ 15.00	\$ 215.00	\$ 10.50
Mar 31, 2013 – Mar 29, 2014	\$ 120.00	\$ 15.00	\$ 231.00	\$ 11.25
Mar 30, 2014 – Mar 31, 2015	\$ 122.00	\$ 15.30	\$ 235.00	\$ 11.48
1st Four Non-Key Member Production Assistants				
Nov 1, 2011 – Mar 31, 2012	\$ 115.50	\$ 14.44	\$ 197.42	\$ 9.63
Apr 1, 2012 – Mar 30, 2013	\$ 115.50	\$ 14.44	\$ 210.13	\$ 10.25
Mar 31, 2013 – Mar 29, 2014	\$ 115.50	\$ 14.44	\$ 220.38	\$ 10.75
Mar 30, 2014 – Mar 31, 2015	\$ 115.50	\$ 14.44	\$ 220.38	\$ 10.75
Additional Production Assistants "Helpers"				
Nov 1, 2011 – Mar 31, 2012	\$ 105.00	\$ 13.13	\$ 194.75	\$ 9.50
Apr 1, 2012 – Mar 30, 2013	\$ 105.00	\$ 13.13	\$ 210.13	\$ 10.25
Mar 31, 2013 – Mar 29, 2014	\$ 105.00	\$ 13.13	\$ 210.13	\$ 10.25
Mar 30, 2014 – Mar 31, 2015	\$ 105.00	\$ 13.13	\$ 210.13	\$ 10.25

The new wage scales require conforming changes throughout the Collective Agreement.

For example, modify Article 11.9 (c) to read:

- 11.9 (c) “If the Employer employs one (1) or more members of the Union (‘Key PAs’) as an Office Production Assistant pursuant to (a) above and employs at least three (3) members of the Union (‘Key PAs’) as On-Set/Location Production Assistants pursuant to (b) above on a day, then the next four (4) Production Assistants who are employed on that day shall be members of the Union.”

Also, eliminate references to “150% of Min. Wage” on Wage Scales.

4. **Article 22.1 Studio Zone – Local:**

(A new map to be commissioned)

Studio Zone – Local

22.1 (a) The Vancouver Studio Zone shall be viewed as a grid, the boundaries of which are:

- On the West, the shoreline;
- On the North, from the northern municipal boundary of the District of West Vancouver eastward along the northern municipal boundary of the District of North Vancouver to the end of the road at Seymour Dam, then ~~continuing~~ eastward from that point along the same parallel line of latitude to the intersection of the eastern boundary to the eastern shoreline of Coquitlam Lake;
- On the East, ~~122 degrees/45 minutes longitude southwest to a point of intersection with the 5L82 BC Hydro power line, then southeast following that power line to a point intersecting the end of the paved road at the northern boundary of Minnekhada Park, then continuing east to the western shore of the Pitt River, then following the Western shore of the Pitt River heading southwest to the south shore of the Fraser River near Douglas Island, then along the south shore of the Fraser River to the point where it intersects the parallel line of longitude of 200th~~ 240th Street in Langely, B.C.; and
- On the South, the Canada/U.S. border.

(b) ~~The Bordertown Ranch is within the Vancouver Studio Zone. property shall be considered as thirteen kilometres (13km) and ten (10) minutes outside the Vancouver Zone.~~

Revise Article 22.1 (c) to read as follows:

(c) The Virtue Ranch property shall be considered as 56 kilometres (56km) and 42 minutes outside the Vancouver Studio Zone.

5. **Extended Work Days Bulletin**

The Parties agree to the addition of a Bulletin that will mirror the one contained in the B.C. Council of Film Unions (BCCFU) Master Agreement regarding Extended Work Days dated June 5, 2003 adapted for the DGC Collective Agreement.

6. Employment Expenses – Completion of T2200 Form Bulletin

The Parties agree to the addition of a Bulletin that will mirror the one contained in the B.C. Council of Film Unions (BCCFU) Master Agreement regarding Employment Expenses – Completion of T2200 Form together with the current T2200 form issued by CRA. Any required housekeeping updates to the bulletin will be made.

7. Article 12 - Classifications: Assistant Direction

Modify 12.3 (b) and (c) to read:

12.3 (b) A First Assistant Director's duties include the following: prepare breakdown and stripboard; prepare final shooting schedule, keeping within time limitations imposed by the budget, cast availability, and the requirement of complete coverage of the script; supervise the search, survey, and management of locations and ascertain the specific requirements of those locations as they might affect the production; check weather reports; prepare "day-out-of-day" schedules for performers and determine cast and crew calls; supervise the preparation of the call sheet for the cast and crew to advise them of each day's work; prepare the daily production report and end of day paperwork; direct background action and supervise and coordinate all background performer activities both on and off set; supervise crowd control; set control and lockup; assume responsibility for the inventory and distribution of all on-set radios and other communication devices; liaise with the production office; secure minor contracts, extra releases, and on occasion obtain execution of contracts by talent, providing that the talent contracts and names and designations have been delivered to him/her prior to the first call for such talent; supervise the functioning of the shooting set and crew.

(c) The Second Assistant Director, Third Assistant Director, Additional Assistant Director (Background Coordinator) and Trainee Assistant Director assist the First Assistant Director in the performance of the functions and duties outlined above.

8. Overtime for Additional Assistant Directors (Background Coordinators)

Add a new Article 15.4 to Article 15, "Regular Work Day and Overtime," and renumber the remaining provisions of Article 15 accordingly:

For purposes of calculating the overtime rate applicable to Additional Assistant Directors (Background Coordinators), the provisions of the Employment Standards Act provisions will apply, except when those individuals work in excess of fifteen (15) hours. When an Additional Assistant Director (Background Coordinator) works in excess of fifteen (15) hours, the provisions of Article 15.5 [currently 15.4] will apply. It is understood that no overtime shall be payable unless the Additional Assistant Director (Background Coordinator) secures permission from the Employer to work overtime hours in advance of doing so.

Modify Article 15.1 to exclude Additional Assistant Directors (Background Coordinators) and make any other conforming changes regarding overtime provisions for Additional Assistant Directors (Background Coordinators).

9. Sideletter No. 5 - Productions Made For New Media

Extend Sideletter No. 5 until March 31, 2015 by modifying Section D. to read as follows:

D. Sunset Clause

The parties recognize that this Sideletter is being negotiated at a time when the business models and patterns of usage of Productions Made for New Media are in the process of exploration, experimentation and innovation. It is agreed that the provisions of this Sideletter expire on the termination date of the ~~2009~~ 2012 DGC Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of Made for New Media Productions to be in effect thereafter. The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.

10. Article 22.7 Accommodation and Transportation Standards:

Modify as follows:

“Where the Employer houses the Employee overnight in a location outside the Vancouver Studio Zone, the Employer shall provide suitable hotel accommodation for the Employees. The Employee shall receive, in addition to the applicable wage scale, all necessary lodging expenses (lodging to be single occupancy equal to the Canadian Automobile Association (“CAA”) standards, where reasonably available) plus meal and travelling expenses, to, from, and while on the job. When travelling by air, economy (coach) class air travel shall be permissible for domestic flights of less than 1,000 air miles when the flight is non-stop from departure point to final destination, provided that the Employer must provide elevated economy (coach) class travel (e.g., Economy Plus, Extended Leg Room, etc.), when available. In addition, flights between Los Angeles and Vancouver and flights that are less than 1,000 miles between the U.S. and Vancouver may be economy (coach) class. All other flights shall be business class when available and if not available, first class. Production Assistants may be sent economy (coach) on all flights. Baggage fees and in-flight meals for economy (coach) class air travel shall be reimbursed, provided that a request for reimbursement with appropriate receipts is submitted within thirty (30) days after the flight.”

“If an employee covered under this Agreement is travelling on the same flight as another employee employed on the same production by the same Employer and the other employee is entitled to travel in a higher class of transportation pursuant to the minimum terms of the collective bargaining agreement under which he/she is employed, then the employee covered under this Agreement shall be upgraded to the same class of transportation as is afforded to the other employee.”

~~Employees, other than Production Assistants, shall not be sent tourist, coach, or their equivalent on flights two (2) hours or more in duration, except that if every effort has been made to secure business or first class flights and the same are unavailable, then Employees may be sent in the next closest class.~~

11. Vehicle Allowance and Per Diem:

If the Negotiating Producers agree in the 2012 negotiations with either the BC Council of Film Unions (BCCFU) or the Union of BC Performers (UBCP) to improve the vehicle allowance and/or the per diem, then the same modifications will also apply to the 2012 DGC Agreement and will be effective on the same dates as they apply to UBCP and/or the BCCFU.

12. Sideletter No. 4:

Modify as per the attached Exhibit 1.

13. Additional Assistant Directors (Background Coordinators) Letter of Understanding

The current Letter of Understanding regarding Additional Assistant Directors (Background Coordinators) will be codified within the renewed Collective Agreement during drafting.

14. Multi-Camera Subcommittee

The Negotiating Producers agree that the work of the Associate Director and Stage Manager on multi-camera productions is within the DGC-BC's jurisdiction. A subcommittee will be formed to identify the duties for both positions as well as the appropriate terms and working conditions for those employed in the multi-camera field.

15. Housekeeping Items

All Housekeeping items are agreed and will be incorporated into the renewed Collective Agreement during drafting.

**FOR THE NEGOTIATING PRODUCERS REPRESENTED BY THE CANADIAN
AFFILIATES OF THE ALLIANCE OF MOTION PICTURE & TELEVISION
PRODUCERS**

Carol Lombardini, President

Date: _____

**FOR THE NEGOTIATING PRODUCERS REPRESENTED BY THE CANADIAN
MEDIA PRODUCTION ASSOCIATION, BRITISH COLUMBIA PRODUCERS'
BRANCH**

Gigi Boyd, Vice President, Industrial Relations

Date: _____

**FOR THE DIRECTORS GUILD OF CANADA, BRITISH COLUMBIA DISTRICT
COUNCIL**

Nicholas Kendall, Chair

Date: _____

EXHIBIT 1

SIDELETTER NO. 4

Preamble — All of the terms and conditions of the Directors Guild of Canada British Columbia District Council Collective Agreement April 1, ~~2009-2012~~ to March 31, 201~~52~~ shall apply to productions under this Sideletter except as modified herein.

1. Definitions:

- 1.01 The terms used in this Sideletter shall have the same meaning as in the Collective Agreement unless otherwise defined.
- 1.02 “Budget,” for the purposes of this Sideletter, shall mean the total budget for a project and shall include offsets for tax credits and production incentives, but does not include a contingency up to 10% of the Budget, costs of financing and bonds.
- The Budget for a Mini-Series shall be calculated on an average per segment basis.
- 1.03 “Canadian Domestic Television Production” is defined as television production (Long-form or Series) without a U.S. distribution agreement at the commencement of principal photography.
- 1.043 “Feature Film” is a Theatrical Motion Picture.
- 1.054 “Long-form Television Motion Picture” means a motion picture such as a Made-for-Television Movie or Mini-Series intended for exhibition on television, including cable television.
- 1.065 “Television Series” are episodic television productions made for Cable or Syndication distribution.
- 1.076 “Home Video” means productions made for non theatrical release on Compact Devices.
- 1.08 “Crew Wages,” as used herein, means the wages payable to Employees covered under this Sideletter other than Directors, Trainees, Production Assistants and daily hires referred to in Sections 2.02 a) i) (B), 2.03 a) i) (B) and 2.03 b) i) (B).

2. Wages and Fringes:

2.01 Television Series:

The scale minimum wages shall lag by one period on the rates in the current wage schedule for Television Productions. The total fringe rate applicable during the first two

seasons shall be fourteen percent (14%) plus \$12 per day supplemental contribution to the Health and Welfare Fund, two percent (2%) less than the applicable rates in Article 19 of the Collective Agreement.

2.02 Long-Form, Pilots and Canadian Domestic Television Production:

a) For Long-form Television and Pilots with Budgets over \$1,200,000 CDN, the terms and conditions of the Collective Agreement will be modified as follows:

- i) Notwithstanding anything to the contrary set forth in paragraphs ii, iii, iv and v:
 - (A) Scale minimum wages for Trainees and Production Assistants will not be subject to the listed discounts.
 - (B) Scale minimum wage rates for Employees hired on a daily basis, other than Trainees and Production Assistants, will be five percent (5%) less than the applicable Television Production Rates.
 - (C) Scale minimum wage rates for Employees hired on a weekly basis (102.5 hours) will be no less than \$12.50 per hour as of April 1, 2012, \$12.75 per hour as of March 31, 2013, and \$13.01 per hour as of March 30, 2014.
- ii) Budgets over \$5,000,000 CDN: Wages will be five percent (5%) less than the applicable Television Production Rates. Pilot total fringe rate will be fourteen percent (14%) plus \$12 per day supplemental contribution to the Health and Welfare Fund. Long-form Television Production fringe rate will be as set forth in the Collective Agreement.
- iii) Budgets over \$3,000,000 CDN up to \$5,000,000 CDN: Wages will be twenty-five percent (25%) less than the applicable Television Production Rates. Total fringe rate shall be thirteen and one-half percent (13.5%) plus \$12 per day supplemental contribution to the Health and Welfare Fund.
- iv) Budgets over \$2,000,000 CDN up to \$3,000,000 CDN: Director wages, which includes a World-Wide All Media in Perpetuity buy-out, at three percent (3%) of total Budget. Crew Wages will be thirty-five percent (35%) less than the applicable Television Production Rates. Total fringe rate shall be thirteen and one-half percent (13.5%) plus \$12 per day supplemental contribution to the Health and Welfare Fund.
- v) Budgets over \$1,200,000 CDN up to \$2,000,000 CDN: Director wages, which includes a World-Wide All Media in Perpetuity buy-out, at two and one-half percent (2.5%) of total Budget. Crew Wages will be forty-five percent (45%) less than the applicable Television Production Rates. Total fringe rate shall be thirteen and one-half percent (13.5%) plus \$12 per day supplemental contribution

to the Health and Welfare Fund.

vi) Budgets of \$1,200,000 CDN and below: Wages (including the Director's buy-out) subject to individual negotiation between individual employee and employer. However, under no circumstances may the wages be less than the minimums required pursuant to the British Columbia Employment Standards Act. Total fringe rate shall be thirteen and one-half percent (13.5%) plus \$12 per day supplemental contribution to the Health and Welfare Fund.

a)b) ~~With the exclusion of Trainees and Production Assistants, the scale minimum wages for Long-form Television, Canadian Domestic Television Series Production and Pilots shall~~ wages will be five percent (5%) less than the applicable Television Production Rates ~~in the Collective Agreement.~~ Trainees and Production Assistants will be excluded from the wage reduction. Total fringe rate shall be fourteen percent (14%) during the first two seasons of a series plus \$12 per day supplemental contribution to the Health and Welfare Fund will apply to all employees. ~~The total fringe rate set forth in Collective Agreement shall apply with respect to Long-Form productions under this § 2.02. Pilots and Canadian Domestic Television Production during the first two seasons, the total fringe rate shall be two percent (2%) less than the applicable rates in Article 19 of the Collective Agreement.~~

2.03 Low Budget Feature Films and Home Video

2.03 ~~For the purposes of this Article 2.03 Budget shall mean the total budget for a project excluding a contingency up to 10%, costs of financing and bonds, and shall include offsets for tax credits and production incentives.~~

a) Low Budget Feature Films:

For Feature Films with budget levels over \$1,200,000 CDN as described below the terms and conditions of the Collective Agreement will be modified as follows:

- i) Notwithstanding anything to the contrary set forth in paragraphs ii, iii, iv and iv:
- (A) Scale minimum wages for Trainees and Production Assistants will not be subject to the listed discounts.
 - (B) Scale minimum wage rates for Employees hired on a daily basis, other than Trainees and Production Assistants, will be five percent (5%) less than the applicable rates for Theatrical Motion Pictures Budgeted at Under \$20 Million or Less and All Television Productions.
 - (C) Scale minimum wage rates for Employees hired on a weekly basis (102.5 hours) will be no less than \$12.50 per hour as of April 1, 2012, \$12.75 per hour as of March 31, 2013, and \$13.01 per hour as of March 30, 2014.

- ii) Budgets over \$8,000,000 CDN up to \$14,000,000 CDN: Director Wages will be five percent (5%) less than the applicable rate set forth in Article A15.1. Crew Wages will be five percent (5%) less than the applicable rates for Theatrical Motion Pictures Budgeted at \$20 Million or Less and All Television Productions. Total fringe rate shall be fourteen percent (14%) plus \$12 per day supplemental contribution to the Health and Welfare Fund.
- iii) Budgets over \$3,000,000 CDN up to \$8,000,000 CDN: Director Wages will be fifteen percent (15%) less than the applicable rate set forth in Article A15.1. Crew Wages will be fifteen percent (15%) less than the applicable rates for Theatrical Motion Pictures Budgeted at \$20 Million or Less and All Television Productions. Total fringe rate shall be twelve percent (12%) plus \$12 per day supplemental contribution to the Health and Welfare Fund.
- iv) Budgets over \$2,000,000 CDN up to \$3,000,000 CDN: Director wages, which includes a World-Wide All Media in Perpetuity buy-out, at three percent (3%) of total Budget. Crew Wages will be thirty-five percent (35%) less than the applicable rates for Theatrical Motion Pictures Budgeted at Under \$20 Million or Less and All Television Productions. Total fringe rate shall be twelve percent (12%) plus \$12 per day supplemental contribution to the Health and Welfare Fund.
- v) Budget over \$1,200,000 CDN up to \$2,000,000 CDN: Director wages, which includes a World-Wide All Media in Perpetuity buy-out, at two and one-half percent (2.5%) of total Budget. Crew Wages will be forty-five percent (45%) less than the applicable rates for Theatrical Motion Pictures Budgeted at Under \$20 Million or Less and All Television Productions. Twelve percent (12%) fringe rate plus a \$12 per day supplemental contribution to the Health and Welfare Fund.
- ii) ~~iv)~~ Budget of \$12 Million CDN and below: 2% reduction in the fringe rate.
- iv) ~~iv)~~ Budget of \$1,200,000 million CDN and below: Wages (including the Director's buy-out) subject to individual negotiation between individual employee and employer. However, under no circumstances may the wages be less than the minimums required pursuant to the British Columbia Employment Standards Act. 10% fringe rate plus a \$12 per day supplemental contribution to the Health and Welfare Fund.

Pursuant to Article 27.5, the Union shall continue to give good faith consideration on a case-by-case basis to requests for special conditions for Low Budget Features.

b) Home Video:

For Home Video with budget levels over \$1,200,000 CDN as described below the terms and conditions of the Collective Agreement will be modified as follows:

- i) Budget of \$12 Million CDN and below: 2% reduction in the fringe rate. Notwithstanding anything to the contrary set forth in paragraphs ii, iii, iv and v:
- (A) Scale minimum wages for Trainees and Production Assistants will not be subject to the listed discounts.
- (B) Scale minimum wage rates for Employees hired on a daily basis, other than Trainees and Production Assistants, will be five percent (5%) less than the applicable Television Production Rates.
- (C) Scale minimum wage rates for Employees hired on a weekly basis (102.5 hours) will be no less than \$12.50 per hour as of April 1, 2012, \$12.75 per hour as of March 31, 2013, and \$13.01 per hour as of March 30, 2014.
- ii) Budgets over \$8,000,000 CDN up to \$14,000,000 CDN: Director wages will be five percent (5%) less than the applicable rate set forth in Article A15.1. Crew Wages will be five percent (5%) less than the applicable Television Production Rates. Fourteen percent (14%) fringe rate plus a \$12 per day supplemental contribution to the Health and Welfare Fund.
- iii) Budgets over \$3,000,000 CDN up to \$8,000,000 Million CDN: Director wages will be fifteen percent (15%) less than the applicable rate set forth in Article A15.1. Crew Wages will be fifteen percent (15%) less than the applicable Television Production Rates. Twelve percent (12%) fringe rate plus a \$12 per day supplemental contribution to the Health and Welfare Fund.
- iv) Budgets over \$2,000,000 CDN up to \$3,000,000 CDN: Director wages, which includes a World-Wide All Media in Perpetuity buy-out, at three percent (3%) of total Budget. Crew Wages will be thirty-five percent (35%) less than the applicable Television Production Rates. Twelve percent (12%) fringe rate plus a \$12 per day supplemental contribution to the Health and Welfare Fund.
- v) Budgets over \$1,200,000 CDN up to \$2,000,000 CDN: Director wages, which includes a World-Wide All Media in Perpetuity buy-out, at two and one-half percent (2.5%) of total Budget. Crew Wages will be forty-five percent (45%) less than the applicable Television Production Rates. Twelve percent (12%) fringe rate plus a \$12 per day supplemental contribution to the Health and Welfare Fund.
- vi) Budget of \$1,200,000 million-CDN and below: Wages (including the Director's buy-out) subject to individual negotiation between individual employee and employer. However, under no circumstances may the wages be less than the minimums required pursuant to the British Columbia Employment Standards Act. 10% fringe rate plus a \$12 per day supplemental contribution to the Health and Welfare Fund.

ii) _____

Pursuant to Article 27.5, the Union shall continue to give good faith consideration on a case-by-case basis to requests for special conditions for Home Video productions.

c)– The provisions of Article A-8.8(a) (Director's Cut) of the Collective Agreement shall apply to 2.03 (a) and (b), except that the period of the Director's Cut may be limited to four (4) weeks (if that amount of time is more than one-half (1/2) the actual time period available for cutting), followed by a screening of the Director's Cut pursuant to Article A-8.9 of the Collective Agreement.

3. Security Against Wages

For projects, excluding Series, with a Budget of \$5,000,000 CDN and below: The provisions of Article 21.8 (Security Against Wages) shall apply, except that the monetary guarantee will be in the amount of not less than \$12,500.00.

4. Waiver of Work Permits

For all productions with Budgets under \$5,000,000, the provisions of Article 7.9 (Displacement or Work Permit) of the Collective Agreement shall apply for the Director, 1st Assistant Director and any non-Canadians permitted to work on the production. However, the Union agrees to waive its permit fees paid by the Employer for all other categories and/or local hires in recognition of the economics of this type of production. The provisions of Article 11.9 (f) (Production Assistant) will apply where such non-members pay \$5.00 per day of employment to the Union.

5. Transportation

All air travel will be by economy (coach) class.