

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 to March 31, 2012 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 “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.
- 1.03 “Feature Film” is a Theatrical Motion Picture.
- 1.04 “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.
- 1.05 “Television Series” are episodic television productions made for Cable or Syndication distribution.
- 1.06 “Home Video” means productions made for non theatrical release on Compact Devices.

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 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:

With the exclusion of Trainees and Production Assistants, the scale minimum wages for Long-form Television, Canadian Domestic Television Production and Pilots shall be five percent (5%) less than the applicable Television Production Rates in the Collective Agreement. 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 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 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.
- ii) Budget of \$2 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.

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 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.
- ii) Budget of \$2 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.

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.