

# COLLECTIVE AGREEMENT

*for Directors*

*Between*



ASSOCIATION DES  
PRODUCTEURS DE  
FILMS ET DE  
TÉLÉVISION DU  
QUÉBEC

*and*



LE CONSEIL DU QUÉBEC  
de la Guide canadienne des réalisateurs

*November 1, 2012 to October 31, 2014*

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## **Article 1        Definitions**

### **1.01    Act**

An Act respecting the professional status and conditions of engagement of performing, recording and film artists, R.S.Q., c.S-32.1 (La loi sur le statut professionnel et les conditions d'engagement des artistes de la scène, du disque et du cinéma, L.R.Q., c.S-32.1).

### **1.02    Animation**

A film consisting of a series of drawings or electronically generated images or images simulating movement. This includes, but is not restricted to, an Animation film or any production using the following techniques: cartoons, computer-assisted Animation (e.g. "CGI", 3D Animation), volume Animation ("stop motion", "go motion", "claymation"), motion capture, and traditional Animation, or any combination of techniques specific to conventional Animation or to computer-assisted Animation, existing or yet to be invented.

### **1.03    APFTQ**

L'Association des producteurs de films et de télévision du Québec.

### **1.04    Budget**

The total final locked budget above and below the line on the first day of principal photography for all services and expenses, including but not limited to all production and postproduction fees, salaries, services, and related expenses.

### **1.05    Commission**

Commission des Relations de Travail du Québec.

### **1.06    Contract or Contract for Services**

The complete written Agreement between the Producer and the Director or Second Unit Director, either directly or via a loan-out corporation, concerning the engagement of the Director or Second Unit Director's services and signed by both parties pursuant to this Agreement, including the model Contract provided in Appendix 1 and including the long-form Contract mentioned in Article 10.03, if any.

### **1.07    Day**

Day means a calendar Day, unless otherwise specified.

### **1.08    DGC**

Directors Guild of Canada

### **1.09    Direct-to-Video**

Direct-to-Video means a Film intended primarily for private, in-home exhibition.

### **1.10    Documentary**

An information, news, and/or public interest production or any production designed

primarily for informational purposes, including but not limited to industrial and educational productions and any production recognized as such by a government-funding agency. Dramatic or variety elements may be used to achieve the information goal.

**1.11 Film**

A work produced with the use of technical means resulting in a cinematographic effect, regardless of the medium and includes a video.

**1.12 Film Intended for Television / Broadcasting**

A production primarily intended for television broadcast (conventional, specialty, pay-per-view, via cable, via satellite or other). For the purpose of clarity, a “webcast” is not included.

**1.13 Force Majeure**

An event outside the control of one of the parties to the Contract, which was not foreseeable, is irresistible, and which makes the execution of an obligation absolutely impossible. When assessing a Force Majeure, one must take into account the particular circumstances and practices prevailing in the film and television industry.

**1.14 Gross Remuneration**

The negotiated compensation for the services rendered by a Director (Base fee) and the mandatory compensation for the assignment of rights mentioned in Article 17.06 (Use Fee). For Second Unit Directors the Gross Remuneration is the Negotiated Rate. For purposes of clarity, Gross Remuneration excludes insurance and retirement contributions, and monies paid for use of a vehicle or rental of equipment belonging to the Director or Second Unit Director, and expenses such as per diem allowances or travel costs.

**1.15 Guild**

The Quebec District Council of the Directors Guild of Canada.

**1.16 Hybrid Film**

A film which, as a whole, includes characteristics of more than one type of production and which is not funded as a dramatic production.

In the case of an animated Film, a Hybrid Film is one that combines both Animation techniques and live-action techniques.

**1.17 Mini-Series**

A single dramatic production of pre-determined length intended for broadcast in segments (generally six or less). A Mini-Series has a story line beginning in the first segment and concluding in the last.

**1.18 Movie for Television**

A dramatic production drama of 61 minutes or more in length intended primarily for television release.

**1.19 Negotiated Rate**

The amount negotiated for the engagement of the Director or the Second Unit Director as shown in the Contract, which may not be lower than the minimum rates set out in this Agreement.

**1.20 Official Coproduction**

A film produced under an official international Agreement or an official Agreement signed pursuant to the Act Respecting the Société de développement des entreprises culturelles (R.S.Q. c. S-10.002).

**1.21 Pilot**

A sample episode for a proposed Series that sets the initial premise, characters, and format of the Series intended for broadcast and financed as such.

**1.22 Producer**

A regular, trainee, or permittee member of the APFTQ, including any corporation of which it holds 100% of the voting share capital, which engages the Director or Second Unit Director's services.

Also includes a Producer who is not a member of the APFTQ and that has adhered to this Agreement pursuant to Article 2.04 (Use of the Agreement by a non-member of the APFTQ) and Appendix 5.

The Producer brings together the financial, artistic and technical means to produce a Film.

Depending on the context, the term "Producer" can also refer to any person duly authorized to act on the Producer's behalf.

**1.23 Regular Employee**

A person who is an employee of a Producer and who is not an artist practicing an art on his own account within the meaning of Section 6 of the Act.

**1.24 Series**

A set of episodes, each complete in itself held together by the same title or identifying device, common to all the episodes in the series, or main characters common to many or all of the episodes.

**1.25 Theatrical Film**

A production of 75 minutes or more in length, produced primarily for exhibition in theatres or any other place where a charge, by any method, is paid by the viewing audience.

**1.26 Variety**

An entertainment production containing one or more on-screen artistic acts or performances such as singing, dancing, acrobatic exhibitions, comedy sketches, drama

sketches, magic, or stand-up comedy. Such acts or performances must be of professional calibre and comprise at least two-thirds of the production's total running time. A maximum of one-third of the program's content is not devoted to performances, but must consist of components typical of traditional variety programs and designed to support the acts or performances (stingers, bumpers, program transition segments, interview segments, etc.).

## **Article 2 Recognition of the Parties**

### **2.01 Recognition of the Guild**

The APFTQ and its members recognize the Guild as the exclusive representative of all Directors and Second Unit Directors included in the recognition granted to the Guild by the Commission de reconnaissance des associations d'artistes et des associations de producteurs pursuant to the Act.

The APFTQ and its members also recognize that the Guild possesses all the rights and powers conferred upon it by the Act.

### **2.02 Recognition of the APFTQ**

The Guild and the Directors and Second Unit Directors it represents recognize the APFTQ as the exclusive representative of all the Producers that are members of the APFTQ.

### **2.03 Non-member of the APFTQ**

The Guild agrees not to negotiate with a Producer that is not a member of the APFTQ, conditions more favourable to the Producer than those contained in this Agreement, nor to allow its members to agree to work for such Producers under conditions more favourable to such Producers than those contained in this Agreement.

### **2.04 Use of the Agreement by a Non-member of the APFTQ**

The Guild agrees not to allow a Producer that is not a member the APFTQ to use this Agreement unless it has signed the letter of adherence to this Agreement set out in Appendix 5.

Use of the majority of provisions contained in this Agreement by a Producer that is not a member of the APFTQ constitutes use of this Agreement.

A Producer that is not a member of the APFTQ must also pay the administration fee specified in article 20.01 before it may use this Agreement.

### **2.05 List of Members**

At the Guild's request, the APFTQ shall send it a list of its regular and trainee members and shall confirm whether a Producer is a permittee member of the APFTQ.

## **Article 3          Jurisdiction, Scope and Purpose**

### **3.01    Act**

This Agreement is entered into pursuant to the Act.

### **3.02    Films Covered**

This Agreement applies to Directors and Second Unit Directors whose services are engaged by Producers who are members of the APFTQ to work on a Film for the following type of production: any dramatic Film (fiction), as defined by the Act.

### **3.03    Films Not Covered**

This Agreement does not apply to the following types of production: commercial advertisements, Animation, Documentary (including those containing dramatic re-enactments), Hybrid Films, and any non-dramatic Film including, but not restricted to, magazines, variety shows, live capture of news, sporting, theatre or other similar events, quizzes, games and talk shows.

### **3.04    Intended Use**

This Agreement applies to Films that are released primarily for television broadcast (live or recorded) or for exhibition in theatres but not for the Direct-to-Video market.

For clarity, this Agreement does not apply to a sample episode for a proposed Series that is not intended for broadcast and not financed as such (pilot not intended for broadcast or demo).

### **3.05    Regular Employee**

This Agreement does not apply to any Regular Employee of the Producer who exercises one or more of the functions of the Director or Second Unit Director.

### **3.06    Video Clips**

This Agreement does not apply to the production of video clips.

### **3.07    Purpose**

The purpose of this Agreement is:

- a)      To provide minimum terms and conditions of engagement of a Director or Second Unit Director;
- b)      To provide a method for final and binding arbitration in the settlement of all disputes between the parties arising under this Agreement or a Contract for Services;
- c)      To facilitate harmonious relations between Directors and Second Unit Directors, the Guild, the APFTQ and its members; and
- d)      To contribute to the development of the film and television industry in Quebec.



### **3.08 Minimum Conditions**

The conditions of engagement set out in this Agreement are minimum conditions.

All Directors and Second Unit Directors have the right, pursuant to the Act, to negotiate more advantageous conditions than those provided in this Agreement.

When assessing what is more favourable to the Director and Second Unit Director in relation to each right or benefit, one shall compare the elements of each right or benefit under this Agreement with the elements of each under the Contract.

### **3.09 Variance**

In exceptional cases, terms that are more favourable to the Producer than the terms contained herein may be granted to the Producer for a specific production, provided such modifications are in writing and approved in advance by the Guild and APFTQ.

### **3.10 Official Coproductions**

The obligations contained in any Official Coproduction Agreement or treaty that are incompatible with the terms of this Agreement shall take precedence over this Agreement.

### **3.11 Loan-out Corporation**

Except where otherwise provided herein, this Agreement will apply equally in all respects whether a Director or Second Unit Director contracts through a loan-out corporation or directly with a Producer.

In the event that the Director or Second Unit Director provides services through a loan-out corporation, such loan-out corporation guarantees the personal services of the Director or Second Unit Director referred to in the Contract for Services.

The Contract for Services binds in solidarity the Director or Second Unit Director and the loan-out corporation.

### **3.12 Work Done Outside Quebec**

This Agreement applies to the services provided by the Director or Second Unit Director at the Producer's request, even if they are provided outside Quebec or outside Canada.

### **3.13 Prohibited Pressure Tactics**

The Guild, and any Director or Second Unit Director it represents, may not boycott or advise or enjoin Directors or Second Unit Directors to boycott or to use any similar pressure tactics prohibited by the Act against any Producer bound by this Agreement.

The Producer may not use any pressure tactics that result in depriving of work Directors or Second Unit Directors bound by this Agreement or any similar pressure tactics prohibited by the Act, and during the life of this Agreement, the Guild undertakes not to call or direct a strike or a work stoppage against any Producer bound by this Agreement.

As a matter of clarity, the exercise by the Guild or by the Director or Second Unit Directors of the rights set out in Article 13.03 of this Agreement shall not be considered a prohibited pressure tactic.

## **Article 4          Protection of Individual Rights**

### **4.01    Charter of Rights**

The Producer and the Director or Second Unit Director recognize the importance of the rights and obligations contained in the Quebec Charter of Rights and Freedoms and undertake to uphold them.

### **4.02    Discrimination Forbidden**

Every person has a right to full and equal recognition and exercise of his or her human rights and freedoms, without distinction, exclusion or preference based on race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, handicap or the use of any means to palliate a handicap.

### **4.03    Exercise of Rights**

The Producer may in no way attempt to discourage a Director or Second Unit Director's exercise, be it anticipated or real, of a right arising from this Agreement or a law.

No Producer, nor any person acting on behalf of a Producer or an association of Producers, shall refuse to engage a Director or Second Unit Director because of the Director or Second Unit Director's exercise of a right arising from a law or this Agreement, nor shall the Producer endeavour, through intimidation, discriminatory actions or reprisals, threat of dismissal or other threat or through the application of a sanction or by any other means, to force a Director or Second Unit Director to abstain from or to cease to exercise a right arising from a law or this Agreement.

### **4.04    Personal Emergency**

Subject to Article 11 (Termination), the Producer shall take all reasonable measures to grant unpaid leave to a Director or Second Unit Director who requests it due to an emergency situation arising in his personal life.

### **4.05    Psychological Harassment**

The APFTQ, the Guild, the Producer, and the Director or Second Unit Director recognize the importance of a workplace free of psychological harassment. The Producer and Director or Second Unit Director undertake not to tolerate or to allow such harassment.

Psychological harassment consists in offensive conduct manifested in repeated behaviour, words, actions or gestures that are hostile or unwanted, which undermine the dignity or the psychological or physical integrity of an individual and which create a harmful work environment for that person.

A single, serious action may also constitute psychological harassment. It must be demonstrated that said action has undermined the individual's dignity or psychological or physical integrity and that it has produced an ongoing harmful effect.

### **4.06    Complaint and Procedure**

The following procedure applies to any complaint relating to psychological harassment:

- a)          The Director or Second Unit Director shall make known to the alleged harasser

or the Producer's representative that the behaviour is inappropriate;

- b) Should the behaviour continue, it must be reported by the Guild or by the Director or Second Unit Director to the Producer which, at the discretion of the Director or Second Unit Director, may inform the Guild;
- c) The Producer has a duty to take immediate steps to investigate the complaint in as discreet and confidential a manner as possible, and to take appropriate action to stop such behaviour, up to and including dismissal or termination of any person guilty thereof;
- d) For clarity, any dispute concerning a complaint of psychological harassment may be referred to the grievance and arbitration procedures pursuant to Article 7 (Grievance and Arbitration) of the Agreement.

## **Article 5            The Guild's Right to Information and Access**

### **5.01    Information Provided in Advance**

The Producer shall provide the following information to the Guild in writing, at least five (5) business days prior to the start of principal photography or as soon as it becomes available:

- a)        The production company, the name of the Producer and of its representative;
- b)        The title of the production;
- c)        The production dates (or shooting schedule);
- d)        The address of the production head office;
- e)        The address of the production office if it is different from the production head office;
- f)        The name of the Director(s) and Second Unit Director(s) if any, who are engaged for the production;
- g)        The list of filming locations;
- h)        The ISAN number when available;
- i)        The names of distributors or networks;

The Producer shall inform the Guild of any changes to the above information as promptly as possible.

### **5.02    Record-keeping**

The Producer shall keep on file, at an address duly conveyed to the Guild, a copy of the Contract as well as invoices for services rendered and/or time sheets and a copy of the pay slips issued to the Director or Second Unit Director under the Contract. At the Guild's request, the Producer shall give the Guild a copy of these documents.

### **5.03    Budget**

The Producer shall send the Guild proof of the total production budget that will be in effect on the first day of principal photography (statement by a completion guarantor, sworn statement by the Producer or any other similar document acceptable to the Producer and to the Guild) no later than seven (7) days prior to the first day of principal photography. The Guild has the right to request additional information to clarify the Budget.

The Guild undertakes to preserve the confidentiality of said information.

### **5.04    Access to the Workplace by the Guild**

Without disrupting production, a Guild representative may meet with the Producer, its representative or the APFTQ to discuss matters concerning the application or the interpretation of this Agreement.

Without disrupting production, a Guild representative may visit the workplace, including the film set, and meet with the Director.

The producer shall send the call sheets to the Guild.

## **Article 6            Rights of the Producer**

### **6.01    Management Rights**

Except to the extent specifically modified by this Agreement, the Producer reserves all rights of management. The rights reserved to the Producer herein are subject to the other provisions of this Agreement and should be exercised in a manner consistent with such provisions. The Producer shall exercise its rights in a manner that is correct, fair and reasonable. Without limitation, the Producer's rights shall include the following:

- a)        The right to maintain efficiency and order, and to discipline and terminate a Director or Second Unit Director's Contract in accordance with this Agreement;
- b)        The right to select, engage, assign the Director or Second Unit Director and to terminate the Director or Second Unit Director's Contract;
- c)        The right to establish the methods and means of production, including determining the qualification of the Director or Second Unit Director, the time and dates at which the Director or Second Unit Director's services are required, the location and standards of performance, and the methods used to ensure security of the Producer's property;
- d)        The right to establish, and thereafter amend, reasonable rules, which the Director or Second Unit Director shall observe.

### **6.02    Final Decision**

Without limitation, the Producer shall have the final decision in all business and creative matters. This provision shall not release the Producer or the Director or Second Unit Director from their respective obligations provided in this Agreement.

### **6.03    Assignment of Contract**

As an essential proviso of the Director or Second Unit Director's signing of the Contract, the Producer cannot assign the Director or Second Unit Director's Contract, in whole or in part, to another Producer without notifying the Director or Second Unit Director, except in the case of a transfer to a completion guarantor or to a related company.

In the event of an assignment, the Producer shall be relieved of its obligations towards the Director or Second Unit Director and the Guild, provided that a delegation form pursuant to Appendix 4 of this Agreement is signed by the Director or Second Unit Director, the Producer, the acquiring Producer, and the Guild.

The delegation instrument effects novation for the original Producer provided that the Director or Second Unit Director, and the Guild as the case may be, do not reject it within three (3) business days of receiving it. The Director or Second Unit Director and the Guild cannot refuse the delegation without reasonable grounds, which it is incumbent upon them to prove.

### **6.04    Insurance for Mental and Physical Capacity of the Director**

The parties agree that the Director's mental and physical capacity to direct the film is of the utmost importance to a production and that the Producer normally wishes to contract for insurance to cover this risk.

The Director will cooperate with the Producer and with the insurance company designated by the Producer for this purpose, including attending medical appointments and abiding by any reasonable restrictions thereof.

**6.05 Termination of Director's Contract**

The producer may terminate the Director's contract as per Article 11 of the Agreement if the insurance company either refuses to insure the Director under reasonable terms, or withdraws coverage pursuant to the insurance contract. The producer shall send a written notice to the Director and to the Guild upon being notified of the refusal or withdrawal.

## **Article 7          Grievance and Arbitration**

### **7.01    Grievance**

A grievance is defined as a dispute between the Guild and a Producer, or the Guild and the APFTQ, arising out of, or in connection with the administration, interpretation, application, operation or alleged violation of any provision of this Agreement, or any Contract for Services pursuant to this Agreement including a question as to whether a matter is arbitrable. All grievances shall be resolved exclusively in accordance with the procedures set out in this Agreement.

### **7.02    Discussion**

The Director or Second Unit Director, with or without the assistance or presence of a representative of the Guild, may present any problem orally to the Producer for discussion and resolution.

### **7.03    Informal Resolution**

The parties acknowledge and agree that the prompt and informal settlement of all disputes between the parties should be encouraged and that therefore any dispute may be raised and discussed promptly in an effort to resolve it at the time of its occurrence by the Guild, the Producer or the APFTQ, as the case may be, without recourse to the formal grievance procedure.

### **7.04    Filing Delay**

In the event that the complaint is not resolved in the manner described in Article 7.03 (Informal Resolution) above, the grieving party may initiate a grievance within forty-five (45) Days of the date on which the grieving party becomes or ought reasonably to have become aware of the facts giving rise to the grievance.

### **7.05    Filing and Nature of the Grievance**

A grievance shall be considered initiated when the grieving party (the “grievant”), the Producer, the Guild, or the APFTQ, as the case may be, sets forth in a dated written notice, (the “grievance”) the facts giving rise to the dispute, the relevant articles of this Agreement, and the remedy sought. In all cases, the Guild shall represent the Director or Second Unit Director as either the grievant or respondent, as the case may be.

The grievance shall be sent to the respondent and to the Guild and the APFTQ in all cases.

In all cases, if the APFTQ is neither grievant nor respondent, it may intervene as an interested party.

### **7.06    Grievance Meeting**

A representative of the Guild, a representative of the APFTQ, a representative of the Producer and the Director or Second Unit Director, if the Guild and the APFTQ deem it necessary, shall meet within ten (10) business days of the filing of the grievance to attempt to settle the grievance informally.

The persons present at the grievance meeting on behalf of the parties to the grievance

shall have the authority to settle the grievance. Any settlement shall be documented in writing and signed by the representatives of the parties to the grievance, each of whom shall receive a copy of the terms of the settlement.

If the grievance is settled at the meeting, such settlement must be delivered in writing to all parties within ten (10) business days, failing which the grievance is deemed not to be settled and the delays in Article 7.08 (Notice of Arbitration) of this Agreement shall commence.

Such settlement shall be binding on all parties to the grievance.

#### **7.07 Transparency**

Those present at the grievance meeting shall volunteer all relevant facts, documents and evidence in order that the parties may have the clearest understanding of the issues. At the meeting, there shall be a full and frank discussion of those issues in order to achieve a fair and suitable settlement.

#### **7.08 Notice of Arbitration**

If the grievance is not settled at the grievance meeting, the Grieving party may give written notice within the next ten (10) business days to the other parties attending the grievance meeting that it intends to refer the grievance to arbitration. The notice of arbitration is sent to the APFTQ in all cases.

#### **7.09 Selection of an Arbitrator**

All arbitrable matters shall be heard by a single arbitrator. Within ten (10) business days of the notice of arbitration, the name of the Arbitrator and the time and place for arbitration shall be agreed to between the parties, taking into account the availability of the Arbitrator. In the event of a failure to agree upon an arbitrator, one of the parties may ask the Commission to appoint an arbitrator.

#### **7.10 Evidence and Procedure**

The Arbitrator shall hear the parties, receive their evidence or, as the case may be, make note of the default. The Arbitrator shall proceed according to the rules of evidence and procedure deemed appropriate.

The Arbitrator must render a decision based on the evidence produced at the hearing.

#### **7.11 Powers of the Arbitrator**

In the exercise of his or her duties, the Arbitrator may:

- a) Interpret and apply any legislation or regulation to the extent necessary to resolve a grievance;
- b) Uphold or reject a grievance in whole or in part and, if need be, set the amount due by virtue of the judgment rendered;
- c) Establish the penalty he or she deems fair for the loss suffered;
- d) Order the payment of interest at a rate set by the regulation adopted in accordance with Section 28 of the Act respecting the Ministère du Revenu (R.S.Q., c. M-31), from the date on which the grievance was submitted;



- e) In cases of termination under Article 11 (Termination) of the Agreement, render any other decision that the Arbitrator deems reasonable in the circumstances;
- f) Render any order intended to safeguard the rights of the parties.

The Arbitrator shall not have the power or authority to set aside, amend, modify, delete or add to any provision of this Agreement.

**7.12 Hearing**

The APFTQ and its members and the Guild and the Director or Second Unit Director, agree to provide the Arbitrator with any document that enables the Arbitrator to judge the merit of a grievance and to become familiar with all the relevant facts, and agree to respond to the Arbitrator's summons and to testify at the Arbitrator's request.

**7.13 Arbitrator's Decision**

The decision of the Arbitrator shall be issued in writing to the parties to the dispute, and in all cases to the APFTQ. The decision shall be final and without appeal. It binds the parties to the grievance, including the Director or Second Unit Director.

**7.14 Arbitrator's Fees and Expenses**

The costs and expenses of the Arbitrator shall be shared equally by the parties to the grievance.

**7.15 Calculation of Time Limitations**

Any time limitations prescribed herein may be extended by written mutual Agreement of the parties to the grievance.

The days from December 20 to January 10 shall not be counted in calculating the time limitations prescribed herein.

**7.16 Withdrawal of a Grievance**

The grievant may withdraw a grievance at any time, which immediately removes the matter from the Arbitrator.

If such withdrawal takes place after the Arbitrator has been appointed, the grievant shall bear all of the Arbitrator's fees and expenses, unless otherwise agreed.

**7.17 Settlement of a Grievance**

A grievance may be settled at any point in this procedure. Any resolution of a grievance must be in writing and signed by the Guild, the Producer, by the Director or Second Unit Director, if appropriate, and if it is party to the grievance, the APFTQ.

## **Article 8          Role, Duties and Creative Rights of the Director**

### **8.01    The Director**

The Director is engaged by the Producer to direct a Film, as the term “direct” is commonly used and understood in the film and television industry, of all that is seen and heard in the finished product.

The terms “Director” and “directing” include all related functions and activities required for translating and transferring the script, premise, idea and concept to the audiovisual images contained in the Film.

### **8.02    Unique Function and Participation**

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

The Director works directly with all the creative elements of the Film and participates in moulding and integrating them into one cohesive dramatic and aesthetic whole.

### **8.03    One Director**

There shall be only one Director assigned to direct a Film at any given time.

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

### **8.04    Exception**

However, Article 8.03 (One Director) above shall not be construed as precluding:

- a) Assignment of a genuine team of Directors. A team is when two Directors direct jointly in a manner that makes it impossible to determine each one’s contribution;
- b) Assignment of different Directors to direct different episodes of a series;
- c) Assignment of more than one Director to direct multi-storied or multilingual Films;
- d) Assignment of more than one Director where required by foreign laws, regulations or subsidies;
- e) Assignment of a Second Unit Director as defined in Article 16 (Second Unit Director) of this Agreement or of an additional Director as per Article 18 (Extra Work) of the Agreement;
- f) Assignment of more than one Director where required by similar customary practice not inconsistent with the general intent of this article.

### **8.05    Additional Director in Foreign Countries**

Where the law, rules or regulations of a foreign country, where all or part of the Film is taking place, require an additional Director, then such additional Director shall be engaged only for that part of the work in the foreign country as required by such law, rules or regulations.

#### **8.06 Selection of Other Directors and Second Unit Directors**

The engagement of any other Director pursuant to Article 8.04 (Exception to one Director) above and of a Second Unit Director shall be effected by the Producer in consultation with the principal Director.

The final decision in the selection of such Director shall remain with the Producer.

#### **8.07 Duties of the Director**

Without limitation, among the duties which the Producer may assign to the Director, and which the Director will carry out, are the following:

- a) Participating in the surveying and approval of all locations and their use as they pertain to the directorial concept and need to the extent not already approved at the time of the Director's engagement;
- b) Directorial planning and directorial breakdown of the Film's shooting script;
- c) Plotting the camera(s) angle(s) and composition of the Film within the frame (the Producer may require that the foregoing be enumerated and delivered to the Producer in a written document prior to the shooting, at a date to be mutually agreed between the parties);
- d) Participating in determining the requirements of the Film set, costumes, makeup, props, etc., for their proper directorial perspective and mechanical functioning;
- e) Participating in the final casting of all performers of the Film;
- f) Participating in rehearsing actors;
- g) Directing the action of all performers;
- h) Directing the dialogue as well as pre-recording and post-recording of dialogue and attending all mixing sessions;
- i) Directorial supervision of the duties of the entire crew during the rehearsal and shooting periods;
- j) Making such minor script changes as necessary and as authorized by the Producer, within the Director's scope of work, for the proper audiovisual presentation of the Film;
- k) Participating in considerations about the utilization of trick shots, process plates, inserts, montages, miniatures, transparencies, background, stock material, optical devices, and glass and matte shots.

#### **8.08 Artistic and Creative Direction**

Subject to other specific provisions hereof, between the time the Director is engaged and the time the Director's Cut is delivered, the Director shall be consulted as soon as practicable in all creative decisions to be made regarding the preparation, production, and post-production of a Film, including:

- a) Any changes in the elements of which the Director has been previously notified, or proposed casting and the engagement of other artistic or creative personnel,

and of any rights or approval thereafter granted to third parties;

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

For greater clarity, the Director's advice and suggestions shall be considered in good faith.

#### **8.09 Delivery of Script**

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

However, for Series, the Producer shall deliver the completed shooting script to the Director not later than one day prior to the commencement of the Director's preparation period.

A "completed shooting script" is defined as that script (not necessarily the final shooting script) which the Producer intends to use for photography of a Film, subject to changes such as performing, technical and/or staging problems or those with respect to weather, other bona fide emergencies or exigencies of production.

#### **8.10 Script Changes**

Any changes or additions in the script shall be submitted to the Director promptly and before such changes or additions are made available for general distribution.

The Producer will confer with the Director to discuss and consider the Director's suggestions and opinions with respect to such changes or additions and will confer with the Director to discuss and consider any script changes or revisions, which the Director recommends.

The Director's advice and suggestions will be considered in good faith.

#### **8.11 Casting Sessions**

In order to provide the most creative environment for the Director and performers in casting sessions, no one shall be present at casting sessions, except those persons designated by the Producer, the individual Producer, or the Director.

Any such persons designated by the Producer, the individual Producer or the Director must have a reasonable purpose for attending the casting session.

Subject to the Producer's rights, the Director will be allowed to perform the Director's professional functions.

#### **8.12 Dailies/Rushes**

Consistent with the orderly progress of photography, the Director shall see the dailies of each day's photography at a reasonable time. No one shall be present at the screenings of such dailies except those persons designated by the Producer or the Director and all such persons shall have a reasonable purpose for attending such dailies.

**8.13 Definition of Director's Cut**

The Director's Cut is the assembling and editing process whereby a Film is assembled and arranged or edited under the Director's exclusive supervision and control.

**8.14 Right to Director's Cut**

It is understood and agreed that the Director's right to prepare the Director's Cut is an absolute right subject to the provisions of this Agreement.

**8.15 Timely Presentation**

The Director shall be responsible for the presentation of the Director's Cut, subject to the terms and conditions of this Agreement, as soon as possible within the time period hereinafter provided for.

**8.16 Exclusivity**

No one, other than the Director, may supervise the editing of the first cut of the Film following completion of the editor's assembly; but if the Director refuses to, or due to incapacity, cannot supervise the first cut, the Producer may assign another person to edit the Film.

During the preparation of the Director's Cut and until it is complete, no person shall give instructions concerning the Director's Cut other than the Director.

**8.17 "Cutting behind"**

There shall be no cutting behind the Director. The phrase "cutting behind the Director" shall have the meaning that is ordinarily understood in the film and television industry. It includes the attempt to avoid the Director's Cut by any means, including the preparation of some other cut in whole or in part during the interval of the preparation of the Director's Cut.

**8.18 Preparation of Director's Cut**

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

The Director shall diligently and continuously render services in connection with the preparation of the Director's Cut and shall remain reasonably available on the premises during such period.

For purposes of clarity, if the premises are outside of the Metropolitan area, Article 12 (Travel) applies.

In pursuance thereof, the following procedure shall be followed:

- a) The Director shall see the assembled sequences as soon as the editor has assembled them in accordance with the Director's instructions during the photography of the Film, provided this will not delay the time and preparation of the assembly of the sequences;
- b) If the Director does not give such directions, the editor may proceed with the assembly of the sequences without them;

- c) With respect to television, the Producer shall cause the sequences to be assembled and made available for viewing by the Director promptly after the close of principal photography so that the Director's Cut can be commenced immediately;
- d) The Director shall then make whatever changes he or she deems necessary. As to television, such changes shall be made by the Director working with the editor and in consultation with the Producer;
- e) The editor will make no further changes except under the Director's instructions until the completion of the Director's Cut.

#### **8.19 Minimum Time Allowance**

The Director shall be allowed at least the following minimum time period after completion of assembly of sequences for the preparation of the Director's Cut:

For Theatrical Films:

- a) Budgeted at \$1,000,000 or less, 4 weeks;
- b) Budgeted at \$2,000,000 or less but more than \$1,000,000, 6 weeks;
- c) Budgeted at more than \$2,000,000, 8 weeks.

For Mini-Series, Movies for Television and Pilots:

- a) Having a running time of 30 minutes or less, within one day plus time and the opportunity to make changes, if necessary, but not to exceed one more day;
- b) Having a running time of 60 minutes or less, but more than 30 minutes, within 4 days;
- c) Having a running time of 90 minutes or less, but more than 60 minutes, within 15 days;
- d) Having a running time of 2 hours or less, but more than 90 minutes, within 20 days;
- e) Having a running time of more than 2 hours, 20 days, plus 5 days for each additional hour in excess of 2 hours.

For Series:

- a) Having a running time of 30 minutes or less, within one day plus time and the opportunity to make changes, if necessary, but not to exceed one more day;
- b) Having a running time of 60 minutes or less, but more than 30 minutes, within 2 days;

If the assembly of sequences of the Film is not completed at the close of principal photography, then the above minimum time allowances shall not commence to run until after such assembly is completed, unless delay in the completion of the assembly of the Film beyond the close of principal photography is caused by the Director.

#### **8.20 Delivery Date for Television Films**

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

In such circumstances, the Producer will notify the Guild. Any changes or reductions to the minimum time allowances must be reported to the Director and the Guild prior to the commencement of the editing process.

For purposes of clarity, notwithstanding the schedule of payments provided for in Article 19.01 (Payment Schedule), in such circumstances, the Director will receive the balance of his Gross Remuneration, save contingent or deferred remuneration, on completion of principal photography.

#### **8.21 Release Date for Theatrical Films**

Where a release date for a Theatrical Film must be met in an emergency, the Director's cutting time may be reduced to an amount of time equal to one-half (1/2) the actual time period available for cutting.

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

#### **8.22 Limited Viewing**

Other than in connection with the making of trailers and teasers and other promotional vehicles, no one other than the editor and editor's immediate staff shall view the completed assembly before the director.

For Series the Producer may, if the Director is unavailable, see the completed editor's assembly before the Director.

The Director may not exhibit the completed editor's assembly to anyone else without approval of the Producer.

#### **8.23 Screening**

When the Director's Cut is ready, the Director shall screen such cut for the Producer and for the person, if any, designated in the Director's Contract for Services as having final cutting authority and during such screening(s), the Director shall be entitled to make recommendations for further changes in following cuts.

The Director's recommendations for further changes, if any, will be considered in good faith.

#### **8.24 Right to be Present and to Consult**

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

The Director must be notified of the date, time and place of each post-production operation. The Director shall be afforded a reasonable opportunity, subject to his availability, to screen and discuss the last version of the Film before negative cutting,

digital mastering or dubbing, whichever occurs first.

Subject to Article 8.32 (Producer's Final Decision), the Producer will implement any reasonable and practical suggestions, if any, given by the Director as a result of exercising the Director's reasonable opportunity to screen and discuss the last version of the Film before negative cutting, digital mastering or dubbing.

#### **8.25 Post-Production Locale**

The Director shall be informed of the intended post-production locale in his Contract for Services.

After the Director's Cut, when the post-production locale is outside of the Metropolitan area, the Producer will pay for the Director's transportation, meals and accommodations while the Director is rendering post-production services as per Article 12 (Travel).

However, the Producer shall not bear these costs if the Producer can provide complete and meaningful access to the Film elements in the Metropolitan area to the Director so that he may exercise his post-production rights.

#### **8.26 Director's Post-Production Availability and Services**

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

#### **8.27 Additional Dialogue Recording (ADR)**

The re-recording of dialogue, including "wild tracking", for scenes already photographed and the recording of narration for any Film shall be directed by the Director of the Film, provided the Director is available at the time and place and at the cost scheduled by the Producer. The Director receives no additional compensation for the direction of looping ADR and/or narration.

Should the Director of the Film not be attending such re-recording or narration recordings, as above provided, the Producer shall consult with the Director, if the Director is available, as to what person is available and suited to direct such re-recording and narrations.

The final decision in the selection of such person shall remain with the Producer; however, the Producer will make a reasonable effort to allow or enable the Director to discuss with such person the Director's ideas as to the content and qualities of the work to be done.

#### **8.28 Mixing**

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

#### **8.29 Other Duties**

The fact that the Director may also render services as a Producer and/or Writer or in any



other capacity shall not take him out of the classification as a Director, with reference to and during any work he performs as a Director.

**8.30 Director's Responsibility**

The Director shall perform his duties with care, diligence, caution and integrity. This also applies to cases where goods or funds are entrusted to him by the Producer.

**8.31 Period of Exclusivity of the Director**

It is understood that the services of the Director shall be exclusive during pre-production and production of the Film.

**8.32 Producer's Final Decision**

Without limitation, the Producer shall have the final decision in all business and creative matters. This provision shall not release the Producer or the Director from their respective obligations provided in this Agreement.

## **Article 9        Pre-contract Requirements**

### **9.01    Information to Disclose**

Prior to the engagement of a Director, the Producer shall inform the Director of the following information in relation to the Film:

- a) The names of artistic and creative personnel already engaged;
- b) All stock material contemplated to be used;
- c) Any rights of script approval or cast approval contractually reserved to any person other than the Producer;
- d) The type of Film (e.g. Theatrical Film, Movie for Television, etc) the medium (film, tape, disk, etc) and the proposed number of shooting days;
- e) The amount of the total budget. The Producer will provide the Director with the B and C sections of the top sheet (summary) of the Film's Budget or, in the case of a series, the television pattern Budget, which has been established and any limitations thereof, if any;
- f) The story on which the Film is based and the script, if any exists;
- g) The name of the Producer(s) with final cutting authority; and
- h) The projected delivery date and broadcast date, if known.

### **9.02    Artistic and Creative Commitments**

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

### **9.03    Changes**

The Producer shall, from time to time as changes occur, inform the Director of any changes to any of the information provided under Article 9.01.

### **9.04    Confidentiality**

Subject to his right of disclosure to the Guild, the Director shall not disclose any confidential information with respect to the Producer or the Film (including, without limitation, the budget thereof or the terms of any contracts for services of persons engaged in connection with the Film or any confidential information on the general affairs of the Producer).

### **9.05    Budget**

With respect to a Theatrical Film, prior to the budget being locked, the Producer or the individuals responsible for approving the budget will consult with the Director with respect to the practicality of the budget.

### **9.06    Film Schedule and Other Documents**

The Director and the Producer shall make best efforts to respect the Film schedule, the Budget, and other documents describing the goals of the project as established and agreed to before and during the production.

## **Article 10      Director's Contract**

### **10.01    Signature of the Model Contract**

A Contract for Services conforming to the model Contract provided in Appendix 1 shall be signed no later than the first day of principal photography, or seven days after the Director's start of performance of services, whichever comes first.

### **10.02    Copies of the Model Contract**

The Producer and the Director shall sign two (2) original copies of the Contract for Services, and each party shall keep one copy.

The Producer shall send a duplicate copy to the Guild and to the APFTQ within a week of signature.

### **10.03    Long-form Contract**

The Producer and the Director may also, or subsequently, sign a long-form Contract that is entirely subject to this Agreement.

A copy of the long-form Contract must be sent to the Guild and to the APFTQ within a week of signature.

### **10.04    Dates on Contracts**

Each Contract shall indicate the start date for the services of the Director, the date of the end of principal photography, and the date the Director is expected to provide the Director's Cut.

Unless otherwise agreed by the Director, the start date shall not be delayed by more than seven (7) days. When the start date is delayed, the date of the end of principal photography and the date the Director is expected to provide the Director's Cut are delayed by the same number of days.

### **10.05    Promotion of the Film**

The Producer may require in the Contract for Services that the Director participate in the promotion of the Film up to the launch of the Film without further remuneration.

### **10.06    Publicity of the Film**

The Director and/or Second Unit Director shall not issue, release, authorize or in any way participate in any publicity relating to the Producer, the Film, or the Director's services hereunder without the prior consent of the Producer, except for personal publicity.

### **10.07    Capacity of the Parties**

The Director and the Producer declare and guarantee that they have the right and the capacity to sign the Contract for Services.

### **10.08    Infringement Warranty**

The Director warrants that, to the best of his knowledge, information, and belief, any materials supplied to the Producer by the Director for incorporation in the Film, do not

infringe upon the copyright of another, do not defame any person, and do not invade the privacy of any person. The foregoing warranty does not apply in respect to any claim or action that arises from any change made in the materials delivered by the Director to the Producer after such delivery.

#### **10.09 Use of Creative Material**

The Director must inform the Producer of any intention to use in the Film creative material that has not been, to his knowledge, commissioned by the Producer for this Film. In that case, the Producer must inform the Director if it authorizes that use and if so, clear the necessary rights.

#### **10.10 Producer's Declaration and Guarantee**

The Producer declares and guarantees that any item element provided to the Director for use in the Film, or which the Producer asks or authorizes the Director to use in the Film, does not infringe upon the rights of others, intellectual property rights or the right to privacy and one's personal image.

#### **10.11 Fees, Costs and Indemnification**

The Producer shall indemnify and save harmless the Director from all fees and costs incurred in the Director's defence against any claim or legal action mentioned in Article 10.12

#### **10.12 Indemnification**

Should a ruling by a Court with appropriate jurisdiction find a default of one of the guarantees provided in Articles 19.01 and 19.03 or of one of the obligations provided in Article 19.02, the party at fault undertakes to indemnify the other party for any damages sustained with respect thereto.

#### **10.13 Settlement**

Any out-of-court settlement, transaction, or acceptance of a judgment concerning the guarantees provided in Articles 19.01 and 19.03 or the obligations provided in Article 19.02 shall be authorized by the Producer and by the Director.

#### **10.14 Declaration of Risk**

The above-mentioned guarantees apply provided that the party being sued, or likely to be sued, promptly notifies the other party of any legal action, claim, risk of legal action, or knowledge of the possibility of a claim or legal action.

#### **10.15 Duration of Declarations and Guarantees**

The declarations and guarantees contained in this section shall continue to apply beyond the expiry or termination of the Contract for Services.

#### **10.16 Court Costs and Legal Expenses**

Subject to Articles 10.08 and 10.18, the Producer shall bear any court costs or legal expenses that the Director or his heirs or estate, as the case may be, exposes himself to in the execution of his Contract for Services, provided that the Director gives notice to the Producer within five (5) business days of learning of a claim or legal action, and that

he assures the Producer of his full cooperation in the defence against said claim or legal action, including, but not limited to, attending hearings, participating in obtaining and presenting evidence, and enlisting the participation of witnesses.

**10.17 Loan-out Company**

For clarity, this article applies to Directors who render their services via a loan-out company.

**10.18 Exclusion**

The Producer shall be answerable only for harm caused to a third party through the fault of the Director, inasmuch as said fault is neither gross nor deliberate and does not arise in any way from any act of a criminal or quasi-criminal (or penal) nature.

**10.19 Duration of the Obligation**

The Producer's obligation provided in Article 10.16 shall continue beyond the expiry of the Director's Contract for Services, inasmuch as the facts held against the Director took place during the execution of his Contract for Services with the Producer.

## **Article 11 Termination and Suspension**

### **Section 1 Termination**

#### **11.01 General Principle**

Contracts for Services entered into pursuant to this Agreement can only be terminated or suspended in accordance with this article.

#### **11.02 Remittances**

For clarity, the indemnities paid to the Director or Second Unit Director pursuant to Article 11 are subject to the remittances provided for in Articles 20 and 21 of this Agreement.

#### **11.03 Fees and Expenses**

In all cases of termination or suspension, only the fees and expenses incurred prior to the termination or suspension date and to which the Director or Second Unit Director is entitled to under the terms of this Agreement or the additional conditions of his or her Contract for Services are payable to the Director or Second Unit Director.

#### **11.04 Termination without Indemnity**

Contracts entered into pursuant to this Agreement may be terminated without indemnity on the following grounds:

- a) Force Majeure;
- b) Death of the Director, or his physical or mental incapacity confirmed by a medical certificate, in the case of a Director's contract and, death of the Second Unit Director, or his physical or mental incapacity confirmed by a medical certificate, in the case of a Second Unit Director's contract;
- c) Significant default relating to the execution of an obligation stated in the Contract for Services or deriving therefrom as per the customs and practices prevailing in the film and television industry.

Significant default does not include creative differences unless the creative parameters established in the contract are breached.

It is incumbent upon the party who wishes to terminate the Contract to provide evidence of the significant default;

- d) By mutual consent of the parties in accordance with Article 11.07;
- e) When a notice under Article 6.05 has been sent by the Producer.

In cases of termination pursuant to this article, the Gross remuneration owed to the Director or Second Unit Director for services rendered prior to the date of termination is payable.

The remuneration due for services rendered prior to the date of termination is equivalent to the number of weeks or days of services rendered at the moment of termination.

As for any Use fees for the results of the Director's work that the producer wishes to

use, the parties will negotiate in good faith on an appropriate compensation. Failing an Agreement, an arbitrator may be asked under Section 7 to rule on the issue.

#### **11.05 Force Majeure**

The Director shall not have the start of his Contract for Services postponed, the term of his Contract for Services interrupted, or his Contract for Services terminated under the force majeure provisions of this Agreement unless the entire cast and the Director of photography of the production or the Episode, in the case of a Series, are also subject to the same postponement, interruption, or termination as the case may be.

#### **11.06 Cancellation of the Production**

When a Film longer than ninety (90) minutes is cancelled and the Contract for Services of the Director is terminated under the Force Majeure provisions of this Agreement, then if the Production is re-commenced within twelve (12) months of the termination of the Director's Contract for Services, the Director shall be reinstated as Director of the Production and his Contract for Services shall be deemed to be in full force and effect for the entire Production period of the re-commenced Production.

The Producer shall give to the Director ten (10) working days' notice of its intention to re-commence the Production. Within two (2) days of the date of the receipt of such written notice, the Director shall advise the Producer in writing if he or she is available for work. If the Director advises the Producer that he or she is not available for work, the Director's Contract for Services shall remain terminated and the Producer may engage another Director.

Where the Director advises that he or she is available, then he or she shall be entitled to begin work on the day determined to re-commence the Production and again receive his or her remuneration under his or her Contract for Services.

If the budget of the re-commenced production falls within another tier, the Director's remuneration shall be adjusted in accordance with the new tier.

#### **11.07 Termination by Mutual Consent**

The written Agreement to terminate the Contract by mutual consent shall be sent to the Guild and to the APFTQ.

The Guild may contest any termination pursuant to Article 11.04 d) by asking an arbitrator to determine whether the Director or the Second Unit Director gave his consent freely and voluntarily.

#### **11.08 Termination by the Producer with Indemnity**

In cases of termination by the Producer for reasons other than those specified in Article 11.4, the Producer shall pay the Director or the Second Unit Director an indemnity representing the balance of the contracted Gross Remuneration provided for in the Contract for Services.

#### **11.09 Payment of Indemnity**

The Producer who terminates the Contract shall pay any indemnity owing to the Director within fifteen (15) days of the termination

For purposes of clarity, the schedule of payments provided in Article 19 is no longer applicable.

**11.10 No Requirement for Mitigation**

For purposes of clarity, a Director is not required to mitigate his damages if the Director's contract is terminated before the completion of the guaranteed period, and there shall be no deduction from the Gross Remuneration payable to the Director on account of such mitigation.

**11.11 Contingent or Deferred Remuneration**

The Producer shall not be required to include in such indemnity any Gross Remuneration, which is contingent or deferred; however, the Producer shall pay any deferred remuneration upon satisfaction of any conditions relating thereto.

As for any contingent remuneration, the Producer and the Director shall negotiate in good faith the amount to be paid to the Director according to the Director's creative input in the final Film. Failing an Agreement, an arbitrator may be asked under Article 7 to rule on the issue.

**11.12 Notice of Default**

The party who intends to terminate a Contract for Services shall send the other party a written notice advising that party to remedy the default within a reasonable period of time. A copy of said notice shall be sent to the Guild and to the APFTQ.

Notwithstanding the foregoing, the party who fails to execute one of his obligations is fully in default, by sole virtue of this Agreement, without any necessity of sending him or her a notice, if:

- a) A party has clearly expressed to the other party its intention not to execute the obligation, or if a party repeatedly refuses or neglects to execute it;
- b) The obligation could only be usefully executed within a certain period of time, which the party has allowed to elapse, or the party did not execute the obligation immediately, when it was urgent to do so;
- c) A notice under Article 6.05 has been sent to the Director.

**11.13 Notice of Termination**

A party who wishes to unilaterally terminate a Contract shall send a written notice to the other party to the Contract, with a copy to the Guild and to the APFTQ.

**Section 2 Suspension of Production**

**11.14 Notice**

If a Producer is obliged to suspend a production, he shall give notice to the Director or the Second Unit Director, with a copy to the Guild and the APFTQ, as quickly as possible but no later than the day following the suspension of production, barring circumstances beyond the Producer's control.



**11.15 Payment of Amounts Due**

Any monies due following a suspension of production are payable within fifteen (15) days of the notice.

**11.16 Payment of Amounts Due**

If the Producer suspends production when the Director or Second Unit Director has begun rendering services, the Director or Second Unit Director shall keep any payments received, and the Producer shall pay the Director's or Second Unit Director's remuneration equivalent to the number of weeks or days of services rendered at the moment of the suspension of production.

**11.17 Indemnity for the Director**

The Producer and the Director shall negotiate any indemnity and the conditions regarding the suspension in good faith. Failing an Agreement, an arbitrator may be asked under Article 7 to rule on the issue.

**11.18 Indemnity for a Second Unit Director**

Except in cases of Force Majeure, if the Producer suspends production after a Second Unit Director has begun rendering services, the Producer shall pay the Second Unit Director an indemnity equivalent to five (5) days at the negotiated flat rate as stated in the Contract for Services.

The total of the five (5) days paid includes the days worked for that Producer during those five (5) days.

If the number of workdays guaranteed in the Contract for Services is less than five (5) days, the Producer shall pay only the guaranteed days.

**11.19 Suspension of the Second Unit Director's Contract**

During the period of the suspension of production, subject to the clauses dealing with termination, the Second Unit Director's Contract for Services shall remain in force, but its effects shall be suspended until such time as production is resumed.

**11.20 Second Unit Director's Right of First Refusal**

In all cases of suspensions to production, the Producer shall give the Second Unit Director the right of first refusal for resuming the performance of services covered by the Contract, by sending the Second Unit Director written notice including the new production schedule.

The Second Unit Director must be given reasonable advance notice of the planned resumption of production. The Second Unit Director shall then have forty-eight (48) hours in which to indicate to the Producer whether he is exercising his right of first refusal, after which time, he shall be deemed to have forfeited that right.

The Contract for Services is terminated as of right on the date of refusal, with no payment of indemnity by either party.

## **Article 12 Office, Metropolitan Area, Transportation and Travel**

### **12.01 Private Office and Facility**

The Producer will provide the Director with a private office at the production office. If the set is not adjacent to the production office, a private facility will also be provided to the Director on or adjacent to the set.

### **12.02 Parking**

The Producer shall make best efforts to provide reasonable parking space at no charge to the Director during all phases of production.

### **12.03 Metropolitan Area**

The Metropolitan Area is:

(1) For productions shot on video: the territory within a twenty-five (25)-kilometre radius from:

- a) The Beaudry Metro station in Montreal, for production companies whose head office is located within a forty (40) kilometre radius of that Metro station;
- b) Laval University in Quebec City, for production companies whose head office is located within a forty (40) kilometre radius of Laval University;
- c) The head office of the production firm, for production companies whose head office is located outside the areas described in (a) and (b).

A twenty-five (25)-kilometre journey by road is added to the distances mentioned in paragraphs (a), (b), (c) above.

(2) For productions shot on film: the territory:

- a) On the islands of Montreal, Laval, Bizard and Perrot;
- b) In the municipalities of Verchères, Mont St-Hilaire, Hudson, Vaudreuil and St-Lazare;
- c) In the Oka recreational park;
- d) On the territory of the Mirabel Airport facilities; and
- e) Within a twenty-five (25)-kilometre radius:
  - Of the Papineau Metro station, for a Director who resides in the Montreal area;
  - From Place Jacques-Cartier, for a Director who resides in the Quebec City area.

### **12.04 Vehicle**

The following conditions apply regarding the use of the Director's or Second Unit Director's vehicle:

- a) Ownership of a vehicle shall not be a condition of engagement. A Director or Second Unit Director has the right to refuse to use his own vehicle for work-

related purposes;

- b) A Director or Second Unit Director agreeing to use his or her 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 to the Producer upon request. Such insurance coverage shall be at the expense of the Director or Second Unit Director;
- c) A Director or Second Unit Director agreeing to use his or her own vehicle for work-related purposes shall be entitled to a reimbursement for each kilometre driven in the service of the Producer.

#### **12.05 Reimbursement of Expenses**

A Producer that asks a Director or Second Unit Director to use his or her personal vehicle for work-related purposes shall reimburse the expenses incurred as follows, either:

- a) Forty-two cents (\$0.42) per kilometre driven, plus parking fees, if any; or
- b) A fixed rate of thirty-one dollars (\$31.00) per day, plus fuel costs.

The parking fees and fuel costs referred to are those incurred for work-related purposes. The Producer shall reimburse the expenses upon presentation of supporting documents.

#### **12.06 Vehicle Provided by the Producer**

The Producer need not rent the personal vehicle of a Director or Second Unit Director; instead, he may elect to provide the Director or Second Unit Director with a vehicle and pay the operating costs (including parking fees and fuel costs, which shall be reimbursed upon presentation of supporting documents).

#### **12.07 Driver's License**

A Director or Second Unit Director to whom a Producer entrusts a vehicle, or who is asked to use their personal vehicle, must have a valid driver's license at the time of engagement. The Director or Second Unit Director must notify the Producer immediately if their license is suspended, revoked or otherwise modified in a way that affects their right to drive the vehicle provided.

#### **Travel Outside the Metropolitan Area**

##### **12.08 Transportation**

If production or shooting requirements make it necessary for the Director or Second Unit Director to travel outside of the Metropolitan Area, the Producer shall assume the Director's or Second Unit Director's travel costs (return trip) and shall provide the Director or Second Unit Director with appropriate transportation with which to reach the designated location. Travel costs shall be paid by the Producer in advance.

##### **12.09 Methods of Transportation**

Travel by train shall be in first class, if available; otherwise, by bus, taxi, limousine or by

car in accordance with Articles 12.05 to 12.07.

If the Director or Second Unit Director is obliged to travel overnight by train, the Producer shall provide at least a lower berth, if available.

Air travel may be in economy class.

Transportation must be by regular carriers, if available. The return ticket shall be given to the Director or Second Unit Director prior to departure. Should the return date have to be changed for reasons beyond the Director's or Second Unit Director's control, the Producer shall bear the costs.

Seven days prior to the Director's or Second Unit Director's departure, the Producer will inform the Guild of such departure. The Guild may request a security for payment to cover such costs in a form of a cash bond to be held in trust by the Guild or an irrevocable letter of credit in favour of the Guild drawn on a Canadian chartered bank. The security so held is forwarded back to the Producer with interest accrued if any at the latest ten (10) days after the Director or Second Unit Director is back.

#### **12.10 Travel Insurance**

The Producer shall verify whether the Director or Second Unit Director possesses insurance covering medical care and repatriation in case of accident, illness or death. If the Director or Second Unit Director is not protected by any insurance plan (either public, private or a group insurance from the Guild), the Producer shall take out insurance at its own expense to cover these risks.

Seven (7) days prior to departure, the Producer must confirm to the Guild the status of insurance of the Director or Second Unit Director.

#### **12.11 Accommodations**

If production requirements make it necessary for the Director or Second Unit Director to obtain accommodations, the Producer shall make the reservations, pay for the hotel room, and pay the Director or Second Unit Director the meal allowance provided in Article 12.15.

No later than two (2) days prior to departure, the Producer shall inform the Director or Second Unit Director of the destination, the means of transportation and the place of lodging.

#### **12.12 Work Outside of Metropolitan Area**

In all cases where the workday outside of the Metropolitan Area exceeds fifteen (15) hours, including travel time, the Producer shall provide accommodations to the Director or Second Unit Director either the night before or the night following the work day.

#### **12.13 CAA Standards**

A Director or Second Unit Director is entitled to a private room that meets CAA 3- star standards. In exceptional circumstances beyond the Producer's control in which it is impossible to satisfy this requirement, the Producer shall notify the Director or Second Unit Director at least two (2) days prior to departure.

#### **12.14 Expense Allowance**

A Director or Second Unit Director who spends fourteen (14) or more consecutive days outside of the Metropolitan Area while performing services shall receive an allowance of thirty dollars (\$30.00) per week or partial week.

#### **12.15 Meal Allowance**

The Producer shall not pay any allowance if the Director or Second Unit Director is rendering his or her services inside the Metropolitan Area.

If the Director or Second Unit Director is working outside of the Metropolitan Area, the Producer shall pay the Director or Second Unit Director a meal allowance for the meal(s) taken between the start and the end of the workday, as follows:

- Breakfast: \$12.75
- Lunch: \$20
- Supper: \$30
- Any additional meal: \$16

#### **12.16 Meal Provided**

The Producer may, instead of a meal allowance, provide a meal to a Director or Second Unit Director. The meal provided at the Producer's expense shall be similar in quality to the usual meal for that time of day. In this case, the Producer is not required to pay the meal allowance for that meal.

#### **12.17 Travel in the United States**

In the event that a Director or Second Unit Director is called upon to work in the United States, the meal allowances shall be paid in U.S. or Canadian dollars, whichever is of a greater value.

#### **12.18 Travel Outside of Canada and the United States**

In the event that a Director or Second Unit Director is called upon to work outside of Canada and the United States, the Producer shall adjust the allowances indicated in Article 12.15 to the equivalent amounts prevailing in the country in question. Said amounts shall not be lower than the amounts indicated in Article 12.15.

The Producer shall pay the allowance indicated in Article 12.15 in local currency, or the equivalent in Canadian or U.S. currency. Equivalent meal costs are established based on the "Travel Directive, Appendix D-Allowances-Module 4 of the Treasury Board of Canada Secretariat National Joint Committee" in force.

When the Directive does not provide for an amount for that location, the Producer shall notify the Guild and the Director or Second Unit Director prior to departure of the equivalence he intends to use. In the event that the Guild disagrees with the equivalence used by the Producer, the Guild may file a grievance.

#### **12.19 Time of Payment**

The applicable meals and expenses allowance for the current week shall be paid in cash prior to the Director's or Second Unit Director's departure, and those for subsequent weeks at the beginning of each week thereafter.

## **Article 13 Health and Safety**

### **13.01 A Safe Workplace**

The Producer shall take all measures to ensure that the workplace is safe and secure for the Director or the Second Unit Director. Subject to Article 13.02 and for clarity, Article 13 applies in the same manner and in all respects to all Directors or Second Unit Directors, whether they are engaged directly or through a loan-out corporation.

### **13.02 Registration with the CSST**

The Producer shall register with the CSST if it engages a Director or a Second Unit Director not engaged through a loan-out corporation.

A Director or Second Unit Director who offers services to a Producer through a loan-out corporation shall ensure that this loan-out corporation is registered with the CSST and shall provide proof of such registration to the Producer.

### **13.03 Right of Refusal**

Notwithstanding the foregoing, the Producer is deemed to be the employer if a Director or Second Unit Director exercises a right of refusal pursuant to the Act Respecting Occupational Health and Safety, whether he is engaged directly or through a loan-out corporation.

### **13.04 Obligations of the Producer and of the Director or Second Unit Director**

The Producer and the Director or Second Unit Director agree to comply with their obligations under the terms of An Act Respecting Occupational Health and Safety, of An Act Respecting Industrial Accidents and Occupational Diseases, and their enabled regulations.

### **13.05 Health and Safety Rules**

The Producer and the Director or Second Unit Director undertake to comply with the Règles de sécurité pour l'industrie du cinéma et de la vidéo du Québec (Safety Rules for the Film and Video Industry in Quebec) established by the Joint Occupational Health and Safety Committee, as amended from time to time.

### **13.06 Emergency Transportation**

The Producer shall provide and pay transportation to the nearest physician or hospital facility for any Director or Second Unit Director who requires medical attention during working hours.

This provision does not preclude that the Producer may be reimbursed under any applicable insurance Policy.

### **13.07 Accident Report**

The Producer shall, when reporting an accident to the CSST concerning a Director or Second Unit Director, give the Guild and the Director or Second Unit Director a copy of the report.

**13.08 Work Injury Outside of Quebec**

The Producer shall indemnify a Director or Second Unit Director who suffers a work-related accident outside Quebec, in the event that the provincial protection plan established by the Act Respecting Occupational Health and Safety and the Act Respecting Industrial Accidents and Occupational Diseases does not apply.

## **Article 14 Credits**

### **Section 1 General Provisions for Directors and Second Unit Directors**

#### **14.01 Industry Standards**

The Producer shall adhere to the current film and television industry standards by providing credits to the Director or the Second Unit Director on each Film as set forth in this Agreement and subject to any and all applicable broadcaster restrictions and/or approvals.

Said credit requirements shall not be considered to have been breached to the extent that adherence to such requirements is beyond the control of the Producer.

#### **14.02 Notice**

The Producer shall notify distributors and/or broadcasters with whom it contracts of all on- and off-screen credits obligations.

The Producer shall not be held responsible for any failure of third parties to adhere to the credit requirements contained in this Article 14, inasmuch as the Producer has abided by this obligation.

#### **14.03 Best Efforts**

The Producer shall make best efforts to contract with its distributors, exhibitors, television network, or stations that they shall not change, alter, modify or eliminate the screen credit of the Director or Second Unit Director or its position on the prints.

#### **14.04 Credit in the Contract**

The credit shall be indicated in the Contract for Services.

The Director or the Second Unit Director shall receive the credit that is indicated in the Contract for Services on all copies, regardless of the distribution format.

#### **14.05 Legibility and Background**

The Producer shall ensure that the credits are clearly legible.

The credits shall not be superimposed on a background that constitutes a commercial advertisement.

#### **14.06 Accelerated Arbitration**

Any grievance with respect to a credit to which a Director or Second Unit Director may be entitled pursuant to this Agreement or any Contract for Services may be referred by either party immediately to an arbitrator appointed pursuant to the provisions of Article 7, who must resolve the matter in accordance with this Agreement and any applicable Contract for Services within fifteen (15) Days of the reference to arbitration.

Subject to Article 14.08, the Arbitrator shall have the right in respect of any credit grievance to exercise the powers prescribed in Articles 7.11 (a) to (f) and to determine and resolve the right of the Director or Second Unit Director to receive screen credit or other credit and the form thereof, and to order any remedy indicated in Article 14.07, as the case may be.



#### **14.07 Remedies**

In the event that the producer does not satisfy the credits requirements provided in this Agreement, the Producer shall remedy as follows:

- a) Correct, if possible, the omission or the default before any public presentation of the Film; or
- b) If that is not possible, comply with the provisions concerning screen credits by having a correction published in the industry's specialized publications, with the consent of the Director or Second Unit Director and the Guild, at the Producer's expense.

#### **14.08 No Delay**

In no event shall any litigation or dispute concerning a credit suspend or interrupt the production schedule, or interfere with the distribution and exploitation of the Film.

### **Section 2 Director's Credit**

#### **14.09 Form of Director's Credit**

The form of the Director's credit shall be "Directed by...." or "Director: ...".

The credit "A film by" may also be given to the Director. As a guideline, the WGC and the DGC have agreed to the following "Best Practices for the use of the Possessory Credit":

- It is appropriate for the Director of a project to receive a Possessory Credit if:
  - a) The Director also receives a writing credit; or,
  - b) The Director has contributed significantly to the development, conceptualization or creative shaping of the project; or,
  - c) The Director has accumulated a significant body of work and has clearly established a distinctive or "signature" style of filmmaking.
- It is understood and agreed that the granting of a Possessory Credit to a Director does not imply sole authorship.

#### **14.10 Screen Credit**

The Director of the Film shall be accorded screen credit on all copies of the Film.

#### **14.11 Placement of the Credit**

The credit shall be given on a separate title card placed immediately before or after the body of the Film.

Except for Series, where the Producer makes best efforts to that effect, no other credit shall appear on the card or its equivalent on a rolling credit which accords credit to the Director of the Film.

If requested by the Guild, the Producer shall send the Guild copies of the main and end titles as soon as possible after they are prepared in final form.

**14.12 Size of the Credit**

The size of the screen credit for the Director of the Film shall be not less than the size of the screen credit accorded to any individual producer or writer, whichever is larger.

For the purposes of Article 14, individual producer shall mean individuals accorded the credits "Producer" or "Executive Producer".

**14.13 Length of the Credit**

In no event shall the Director's screen credit be displayed for a cumulative time less than any individual producer's or writer's credits, whichever is longer.

**14.14 Paid Advertising**

The Director shall be accorded credit on all paid advertising issued, prepared, controlled, or contracted by the Producer, in accordance with the current film and television industry standards.

**14.15 Promotion**

In any formal publicity released by the Producer whenever the name of the Film is mentioned, the name of the Director shall also be mentioned.

The foregoing shall not apply if the publicity relates to a Series and the person or persons mentioned rendered services in connection with the entire Series and the episodes thereof were directed by more than one Director.

In addition, the foregoing shall not apply if the publicity relates to the Producer or its activities.

**14.16 Derived Product (Merchandising)**

The Director shall receive credit on the cover or container of any derived product made of or from the Film or of any of the music contained therein, if the writer, principal performer, or an individual producer is given credit.

The size, positioning and frequency of the Director's credit shall be equal to that of any individual producer or writer, whichever is greater.

**14.17 Removal of Credit**

The Director shall have the right to remove his or her name from the Film provided that he or she exercises such right by written notice to the Producer no later than two (2) weeks following the picture lock.

In that case, the credit "Directed by" or "Director" is mentioned but the name of the Director will be replaced by a suitable pseudonym to be agreed between the Guild and the APFTQ.

**14.18 Protection of Credit**

Subject to Article 3.05 of this Agreement, no individual may be given the specific credit "Director", "Directed by" or "A film by" unless he has signed a Director's contract under this Agreement.

### **Section 3      Second Unit Director's Credit**

#### **14.19 Placement of Credit**

For all Films, the Second Unit Director's credit will appear within the tail credits if it does not appear within the head credits.

#### **14.20 Publicity**

Apart from his screen credit, the Second Unit Director is also entitled to a credit in all promotions, advertisements or paid commercials where it is customary in the film and television industry to include such credit.

#### **14.21 Removal of Credit**

A Second Unit Director who does not wish his name to appear in the credits must notify the Producer in writing, before the credits are ordered.

### **Section 4      Guild's Credit**

#### **14.22 Use of Guild Logo and Name**

The Producer shall display the Guild logo or make mention of the Guild in the credits in every Film covered by this Agreement, unless the Guild decides otherwise.

If it is used, the Guild logo shall appear clearly and distinctly and shall be displayed on a number of frames that shall not be less than the number of frames of the display of the logo of any other artist association.

The size of the characters of the logo shall not be smaller than those used for any other union or artist association.

The Guild shall supply the Producer with the artwork of its logo.

Any other use of the Guild's logo is prohibited, except with the Guild's written consent.

## **Article 15      Previews and Copy of the Film**

### **15.01    Premiere or Gala Public Showing for Theatrical Films**

With respect to Theatrical Films, the Producer will give the Director of the Film five (5) business days' advance written notice (to his last known address) of the time and place of any premiere or gala public showing of the Film of which the Producer is made aware.

The Director and his or her immediate family, shall be entitled to attend any premiere or gala public showing of the Film in Quebec free of charge; however, transportation to and from any premiere or gala showing will not be at the expense of the Producer.

### **15.02    Public or Private Screening for Theatrical Films**

With respect to all Theatrical Films covered by this Agreement, the Producer will guarantee at least one public or private screening.

The choice of the public preview or private showing shall be at the Producer's discretion; provided, however, that if a private showing is chosen, the Producer shall make best efforts to obtain an audience of sufficient size and diversity to obtain adequate audience response.

For greater clarity, a crew screening complies with this provision provided that it is in a theatrical setting.

### **15.03    Copy of the Film**

For Theatrical Films, Movies for Televisions and Mini-Series, the Producer shall provide without cost to the Director a copy of the completed work in SD (Digital Beta cam) or equivalent quality which, when available, includes 100% of the visual image.

For other Films, the Producer shall provide without cost to the Director a copy of the completed work in DVD or other mutually agreed upon format and which, when available, includes 100% of the visual image.

In all cases, the Producer shall also provide free access to the Master, if the Director wishes to make a copy at his own cost.

The copy of the Film thus obtained shall not be used for a public screening.

## **Article 16      Second Unit Director**

### **16.01 Definition**

Second-unit means any other unit than the main unit that may include without limitation:

- Pick-ups;
- Added scenes or different segments;
- Stunts;
- Visuals effects;
- Miniatures;
- Underwater or aerial photography;
- Or other similar work;

and which require:

- A separate camera package;
- A separate camera crew;
- And a separate setting than the main unit.

The above-mentioned work does not constitute second-unit work unless most or all of the following conditions are met:

- Mise en scène;
- Direction of performers with or without dialogues;
- Substantive crew size;
- Control of the creative content is not exercised directly by the main Director;
- The preparation work is done without the direct input of the main Director.

### **16.02 Second-unit Work**

Second-unit work is performed by a Second Unit Director.

No person may perform second-unit work without being engaged in accordance with this Agreement.

### **16.03 Director's Participation**

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

### **16.04 Director's Right to Consult with the Second Unit Director**

The Director has the right to consult with the Second Unit Director prior to the commencement of second-unit work with respect to the manner in which the second-

unit work is to be performed.

**16.05 Full Disclosure**

Prior to the commencement of principal photography, the Producer will fully disclose to the Director any material intended to be shot as second-unit work.

**16.06 Prior Consultation**

The Producer shall consult with the Director before enlarging the material to be shot as second-unit work.

**16.07 Supervision by the Director**

A Second Unit Director works under the supervision of the Director and the Producer.

**16.08 Engagement and Remuneration**

The Producer shall retain the Second Unit Director's services on a daily flat basis. The daily flat rate includes all hours required or contributed subject to Articles 16.20 to 16.22.

**16.09 Guaranteed Days**

The Contract for Services shall indicate the number of days for which the Second Unit Director's services are engaged. This number is guaranteed. If the Contract for Services indicates specific dates, these dates are guaranteed, and the Second Unit Director is required to work on those dates.

**16.10 Guaranteed Remuneration**

The payment of the Negotiated daily flat Rate is guaranteed subject to the application of Article 11 (Termination).

**16.11 Start Date**

The first day guaranteed in the Contract for Services shall not be delayed, unless otherwise agreed by the Second Unit Director.

**16.12 Signature of the Model Contract**

A Contract for Services conforming to the model Contract provided in Appendix 1 shall be signed prior to the start of performance of services.

The Producer and the Second Unit Director shall sign two (2) original copies of the Contract for Services and each party shall keep one copy. The Producer shall send a duplicate copy to the Guild and to the APFTQ within a week of signature.

**16.13 Long-Form Contract**

The Producer and the Second Unit Director may also, or subsequently, sign a long-form Contract that is entirely subject to this Agreement. A copy of the long-form Contract must be sent to the Guild and to the APFTQ within a week of signature.

**16.14 Preparation Time**

The Second Unit Director's preparation time for second-unit work shall be a minimum of

one day of preparation time, regardless of the length of photography. However, if the Second Unit Director is called for a single day's engagement, and the shooting of the second-unit work takes five (5) hours or less, then the preparation requirement shall be included in the same day, and only one day's compensation shall be paid.

#### **16.15 Pay Slip**

Remuneration payments shall be accompanied by a pay slip providing the following information:

- The Second Unit Director's social insurance number;
- The Second Unit Director's name and address;
- The production company's name and address, telephone and fax numbers;
- The title of the production;
- The function held;
- The time worked;
- The Gross Remuneration;
- The deductions;
- The net remuneration;
- The fringe benefits.

#### **16.16 Payment Schedule**

The Producer shall pay the Second Unit Director's remuneration at regular intervals not exceeding fifteen (15) Days.

#### **16.17 Time Sheet**

The time sheet provided in Appendix 3 shall be sent to the Guild at the same time as the monthly remittances.

#### **16.18 Work Day**

A work Day starting on one calendar day and continuing into the following calendar day shall be deemed to be one work Day, namely the work day on which work started. In this case, the work Day for a Second Unit Director shall be 14 hours.

#### **16.19 Dailies, Production Meetings and Surveys**

If the Producer requires the Second Unit Director to attend production meetings, surveys or dailies, such attendance shall be deemed work time.

#### **16.20 Increased Rate for a Sixth Day**

Should the Producer require a Second Unit Director to work a sixth consecutive day within a period of seven (7) calendar days, or a sixth day of the same calendar week (Sunday to Saturday), the remuneration paid for that day shall be calculated as follows: Negotiated daily flat Rate x 1½.

**16.21 Increased Rate for a Seventh Day**

Should the Producer require a Second Unit Director to work a seventh consecutive day within a period of seven (7) calendar days, the remuneration paid for that day shall be calculated as follows: Negotiated daily flat Rate x 2.

**16.22 Increased Rate for Statutory Holidays**

Should the Producer require a Second Unit Director to work one of the days specified in Articles 16.28 and 16.29, the remuneration paid for that day shall be the Negotiated daily flat Rate x 2.

**16.23 Payment of all Increased Rates**

The remuneration payable by a Producer for a day comprising all of the increased rates described in Article 16 shall in no case exceed the Negotiated daily flat Rate x 3.

**16.24 Prior Approval of Producer**

These increased rates are payable only if the Producer approves the execution of work in circumstances giving rise to increased rates.

**16.25 Rest Period**

When the Producer requires a Second Unit Director to provide services for two (2) consecutive Days, there shall be a rest period of at least ten (10) hours between the end of the performance of services and the beginning of the next performance of services.

**16.26 Turnaround Premium**

For each one hour or portion thereof, based on one-half (1/2)-hour increments, of encroachment into any applicable turnaround or rest period, in addition to the Second Unit Director's Negotiated daily flat Rate, the Producer must pay to the Second Unit Director an additional amount equivalent to the (Negotiated daily flat Rate ÷ 14) x 2.

**16.27 Meals**

When the functions of the Second Unit Director require that he or she performs services on set, the Producer shall provide free access to hot and cold beverages at all times. If the Producer provides free catering of food and/or beverages to the members of any other artist association, the Producer shall provide the same catering benefits to the Second Unit Director at no cost.



### **16.28 Statutory Holidays**

The following days are statutory holidays and non-working days:

- New Year's Day;
- Good Friday or Easter Monday \*;
- Patriots' Day (Victoria Day);
- Saint-Jean-Baptiste Day;
- Canada Day;
- Labour Day;
- Thanksgiving;
- Christmas;
- Boxing Day.

\* The Producer shall notify the Second Unit Director of which holiday he has chosen, five (5) days prior to the first day of principal photography.

For the purpose of calculating the increased rates provided in Articles 16.20 and 16.21, a statutory holiday is considered a day "worked" if the Second Unit Director is entitled to receive the indemnity provided in Article 16.31 for that day.

### **16.29 Other Days**

New Year's Eve, the day after New Year's Day, Easter and Christmas Eve are not statutory holidays. However, the increased rate provided in Article 16.22 applies if the Producer requires the Second Unit Director to work on those days.

### **16.30 Work in a Foreign Country**

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

### **16.31 Holidays not Worked**

A Second Unit Director who works the day preceding and the day following the holiday shall receive one twentieth (1/20) of the Negotiated daily flat Rate multiplied by the number of days worked for the production during the twenty-eight (28) calendar days preceding the holiday, up to the Negotiated daily flat Rate.

## **Article 17 Minimum Fees**

### **Section 1 General Principles**

#### **17.01 Minimum Rates**

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

#### **17.02 Determination of Fees**

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

#### **17.03 Remuneration for All Services**

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

#### **17.04 Director's Gross Remuneration**

The Director's Gross Remuneration includes the compensation for all the services to be rendered by the Director to direct the Film [Base Fee, subject to Article 18 (extra work)] and the mandatory compensation for the assignment of rights mentioned in Article 17.6 (Use Fee).

#### **17.05 Gross Remuneration Guaranteed**

The payment by the Producer to the Director of the Gross Remuneration is guaranteed subject only to application of Article 11 (Termination).

#### **17.06 Assignment of Rights**

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

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

#### **17.07 Guaranteed Period**

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

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

**17.08 Base Fee Calculation**

When the Director’s Gross Remuneration is calculated on the basis of a percentage of the Budget, the Base fee shall be established by dividing the Gross Remuneration by 210 and multiplying the result by 100. In the case of Theatrical Films, the Gross Remuneration shall be divided by 190 and then multiplied by 100. In any case, the Use fee shall be the difference between the Base fee and the Gross Remuneration.

**17.09 Film Duration**

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

**17.10 Deferment of Payment**

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

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

**Section 2 Fees Payable for Theatrical Film**

**17.11 Theatrical Fees**

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

<b>November 1, 2012 to October 31, 2013</b>				
<b>Tiers</b>	<b>Budget</b>	<b>Base Fee</b>	<b>Use Fee (90% of Base fee)</b>	<b>Guaranteed period (in weeks)</b>
<b>A</b>	\$10,200,000 M and over	\$161,052	\$144,948	16
<b>B</b>	\$9,180,000 M to \$10,200,000 M	\$142,262	\$128,038	15
<b>C</b>	\$8,160,000 M to \$9,180,000 M	\$126,158	\$113,542	15
<b>D</b>	\$7,140,000 M to \$8,160,000 M	\$116,762	\$105,088	14
<b>E</b>	\$6,120,000 M to \$7,140,000 M	\$104,684	\$94,216	14
<b>F</b>	\$5,100,000 M to \$6,120,000 M	\$88,579	\$79,721	12
<b>G</b>	\$4,080,000 M to \$5,100,000 M	\$67,105	\$60,395	12
<b>H</b>	\$3,060,000 M to \$4,080,000 M	\$51,000	\$45,900	10
<b>I</b>	\$2,550,000 M to \$3,060,000 M	\$44,289	\$39,861	10
<b>J</b>	\$2,040,000 M to \$2,550,000 M	\$36,237	\$32,613	10
<b>K</b>	\$1,530,000 M to \$2,040,000 M	3% of Budget		8
<b>L</b>	under \$1,530,000 M	2.75% of Budget		8

November 1, 2013 to October 31, 2014				
Tiers	Budget	Base Fee	Use Fee (90% of Base fee)	Guaranteed period (in weeks)
A	\$10,404,000 M and over	\$164,273	\$147,847	16
B	\$9,363,600 M to \$10,404,000 M	\$145,107	\$130,599	15
C	\$8,323,200 M to \$9,363,600 M	\$128,681	\$115,813	15
D	\$7,282,800 M to \$8,323,200 M	\$119,097	\$107,190	14
E	\$6,242,400 M to \$7,282,800 M	\$106,778	\$96,100	14
F	\$5,202,000 M to \$6,242,400M	\$90,351	\$81,315	12
G	\$4,161,600 M to \$5,202,000M	\$68,447	\$61,603	12
H	\$3,121,200 M to \$4,161,600 M	\$52,020	\$46,818	10
I	\$2,601,000 M to \$3,121,200 M	\$45,175	\$40,658	10
J	\$2,080,800 M to \$2,601,000 M	\$36,962	\$33,265	10
K	\$1,560,600 M to \$2,080,800 M	3% of Budget		8
L	under \$1,560,600 M	2.75% of Budget		8

### Section 3 Fees Payable for a Series

#### 17.12 Fees for Half-Hour Series

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

November 1, 2012 to October 31, 2013				
Tier	Budget	Base Fee	Use Fee (110% of Base fee)	Guaranteed period (in days)
A	\$1,020,000 M and over	\$12,424	\$13,666	10
B	\$739,500 k to \$1,020,000 M	\$9,826	\$10,809	10
C	\$510,000 k to \$739,500 k	\$8,257	\$9,083	10
D	\$357,000 k to \$510,000 k	3% of Budget		10
E	Under \$357,000 k	2.75% of Budget		10

November 1, 2013 to October 31, 2014				
Tier	Budget	Base Fee	Use Fee (110% of Base fee)	Guaranteed period (in days)
A	\$1,040,400 M and over	\$12,672	\$13,939	10
B	\$754,290 k to \$1,040,400 M	\$10,023	\$11,025	10
C	\$520,200 k to \$754,290 k	\$8,422	\$9,265	10
D	\$364,140 k to \$520,200 k	3% of Budget		10
E	Under \$364,140 k	2.75% of Budget		10

### 17.13 Fees for One-Hour Series

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

November 1, 2012 to October 31, 2013				
Tier	Budget	Base Fee	Use Fee (110% of Base fee)	Guaranteed period (in days)
A	\$1,326,000 M and over	\$20,400	\$22,440	18
B	\$1,122,000 M to \$1,326,000 M	\$17,000	\$18,700	18
C	\$561,000 k to \$1,122,000 M	3% of Budget		18
D	Under \$561,000 k	2.75% of Budget		18

November 1, 2013 and October 31, 2014				
Tier	Budget	Base Fee	Use Fee (110% of Base fee)	Guaranteed period (in days)
A	\$1,352,520 M and over	\$20,808	\$22,889	18
B	\$1,144,440 M to \$1,352,520 M	\$17,340	\$19,074	18
C	\$572,220 k to \$1,144,440 M	3% of Budget		18
D	Under \$572,220 k	2.75% of Budget		18

### 17.14 Series Budget Tier

In the case of a series, the applicable budget tier is determined by dividing the Budget by the number of episodes in the Series.

**17.15 Guaranteed Period**

For the purpose of Section 3, the guaranteed period refers to:

- a) The minimum period that must be granted to the Director to complete the preparation and shooting of the Film; and
- b) The maximum period during which the Producer can request the presence of the Director for the preparation and shooting of the Film for the fees mentioned in this section. If needed, the Producer can, however, request the presence of the Director for an additional period by increasing his fees on a pro-rated basis.

**17.16 Pilot**

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

For a half-hour pilot:

<b>November 1, 2012 to October 31, 2013</b>				
<b>Tier</b>	<b>Budget</b>	<b>Pilot Base Fee</b>	<b>Pilot Use Fee* (110% of Base fee)</b>	<b>Guaranteed period (in days)</b>
<b>A</b>	\$1,020,000 M and over	\$13,666	\$15,033	10
<b>B</b>	\$739,500 k to \$1,020,000 M	\$10,808	\$11,889	10
<b>C</b>	\$510,000 k to \$739,500 k	\$9,083	\$9,991	10
<b>D</b>	\$357,000 k to \$510,000 k	3% of Budget		10
<b>E</b>	Under \$357,000 k	2.75% of Budget		10

<b>November 1, 2013 and October 31, 2014</b>				
<b>Tier</b>	<b>Budget</b>	<b>Pilot Base Fee</b>	<b>Pilot Use Fee* (110% of Base fee)</b>	<b>Guaranteed period (in days)</b>
<b>A</b>	\$1,040,400 M and over	\$13,939	\$15,334	10
<b>B</b>	\$754,290 k to \$1,040,400 M	\$11,024	\$12,127	10
<b>C</b>	\$520,200 k to \$754,290 k	\$9,265	\$10,191	10
<b>D</b>	\$364,140 k to \$520,200 k	3% of Budget		10
<b>E</b>	Under \$364,140 k	2.75% of Budget		10

\*When applicable

For a one-hour pilot:

<b>November 1, 2012 to October 31, 2013</b>				
<b>Tier</b>	<b>Budget</b>	<b>Pilot Base Fee</b>	<b>Pilot Use Fee* (110% of Base fee)</b>	<b>Guaranteed period (in days)</b>
<b>A</b>	\$1,326,000 M and over	\$22,440	\$24,684	18
<b>B</b>	\$1,122,000 M to \$1,326,000 M	\$18,701	\$20,570	18
<b>C</b>	\$561,000 k to \$1,122,000 M	3% of Budget		18
<b>D</b>	Under \$561,000 k	2.75% of Budget		18

<b>November 1, 2013 and October 31, 2014</b>				
<b>Tier</b>	<b>Budget</b>	<b>Pilot Base Fee</b>	<b>Pilot Use Fee* (110% of Base fee)</b>	<b>Guaranteed period (in days)</b>
<b>A</b>	\$1,352,520 M and over	\$22,889	\$25,178	18
<b>B</b>	\$1,144,440 M to \$1,352,520 M	\$19,075	\$20,981	18
<b>C</b>	\$572,220 k to \$1,144,440 M	3% of Budget		18
<b>D</b>	Under \$572,220 k	2.75% of Budget		18

\* When applicable

The payment of the appropriate Pilot Base fee shall entitle the Producer to one run simultaneously on any platform.

For any additional use, including as part of a Series, the Director shall be paid the appropriate Use fee on the first day of principal photography of the Series. This payment shall entitle the Producer to the rights provided in Article 17.06.

In addition, where the Pilot results in a Series, the Director of the Pilot shall be paid a one-time bonus equal to the difference between the Pilot Base fee and one hundred thirty-five percent (135%) of the Base fee in the appropriate tier for half-hour or one-hour Series on the first day of principal photography of the Series.

Where a Series does not have a Pilot, the Producer and the Director of the first episode of the Series may negotiate a fee higher than the fees provided for in Article 17.12 or 17.13.

**Section 4 Fees Payable for Movies for Television**

**17.17 Fees**

The minimum fees payable to a Director for a Movie for Television are the following:

<b>November 1, 2012 to October 31, 2013</b>				
<b>Tier</b>	<b>Budget</b>	<b>Base Fee</b>	<b>Use Fee (110% of Base fee)</b>	<b>Guaranteed period (in days)</b>
<b>A</b>	\$4,896,000 M and over	3% of Budget, up to \$167,076		45
<b>B</b>	\$3,876,000 M to \$4,896,000 M	2.5% of Budget		40
<b>C</b>	\$2,856,000 M to \$3,876,000 M	\$28,171	\$30,989	40
<b>D</b>	\$2,040,000 M to \$2,856,000 M	\$19,428	\$21,372	40
<b>E</b>	Under \$2,040,000 M	2% of Budget		40

<b>November 1, 2013 and October 31, 2014</b>				
<b>Tier</b>	<b>Budget</b>	<b>Base Fee</b>	<b>Use Fee (110% of Base fee)</b>	<b>Guaranteed period (in days)</b>
<b>A</b>	\$4,993,920 M and over	3% of Budget, up to \$170,418		45
<b>B</b>	\$3,953,520 M to \$4,993,920 M	2.5% of Budget		40
<b>C</b>	\$2,913,120 M to \$3,953,520 M	\$28,734	\$31,609	40
<b>D</b>	\$2,080,800 M to \$2,913,120 M	\$19,817	\$21,799	40
<b>E</b>	Under \$2,080,800 M	2% of Budget		40

**17.18 Guaranteed Period**

For the purpose of Section 4, the guaranteed period refers to:

- a) In the context of Tier A and Tier B, the notion described in paragraph 17.07;
- b) In the context of the other Tiers, the notion described in paragraph 17.15 (but adjusted in light of the period of forty (40) days).

**17.19 Commercial Theatrical Release**

If the Director’s services are retained for a Movie for Television financed as a Theatrical Film and commercially released theatrically before being broadcast on television, the



Director's Gross remuneration shall be adjusted in the ten (10) days following the release to ensure that the Director receives no less than the minimum fees provided for a Theatrical Film in paragraph 17.11.

## **Section 5 Fees Payable for Mini-Series**

### **17.20 Fees**

The minimum fees payable to a Director of a Mini-Series are equal to 2.55% of the Budget, up to \$158,100 for each two-hour block for contracts signed between November 1, 2012 and October 31, 2013, and up to \$161,262 for contracts signed between November 1, 2013 and October 31, 2014.

For clarity, nothing in the present paragraph shall preclude the Producer and the Director from negotiating a higher Gross Remuneration.

### **17.21 Guaranteed Period**

The guaranteed period for a Director of an episode of a Mini-Series shall be forty-five (45) days. Said guaranteed period shall refer to the notion described in paragraph 17.15 (but adjusted in light of the period of forty-five (45) days).

## **Section 6 Second Unit Director**

### **17.22 Remuneration for Second Unit Director**

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

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

There are no Use fees payable to the Second Unit Director. Should the Second Unit Director have any rights in the Film, the payment of the Base fee shall constitute the total consideration for the rights provided for in Article 17.06.

## **Article 18      Extra Work**

### **18.01 Information**

After the completion of principal photography, the Director of the Film shall be informed in advance of any extra work involving retakes and added scenes.

### **18.02 Consultation**

The Producer shall consult with and receive the opinion and comments of the Director of the Film concerning the content and qualities of the work to be performed.

### **18.03 Right of First Refusal**

The Director of the Film shall be given first the opportunity to direct all extra work if the Director is reasonably available to direct the same.

However, in a Series where episodes are directed by one more than one Director, the Producer may offer it to another Director of an episode of the Series who is free to accept the assignment.

Where the Director of the Film is unavailable or refuses to direct extra work, the Producer may also engage another Director for the exclusive purpose of directing such extra work.

### **18.04 Consultation with Other Director**

The Producer shall give the Director of the Film the opportunity to consult with the Director of extra work about the manner in which the work is to be performed.

### **18.05 Remuneration of the Director of the Film**

Where the Director of the Film directs extra work, no additional remuneration shall be payable to the extent that the work is rendered within the guaranteed period. Otherwise, the Director of the Film shall be paid a daily rate: Negotiated Rate prorated on a daily basis. However, if such work is four (4) hours or less, half of the daily rate is payable.

### **18.06 Remuneration of Other Director**

The other Director may be engaged for extra work on a weekly basis. If the other Director is engaged on a daily basis for a Theatrical Film, the minimum daily rate shall be one-fourth (1/4th) of the minimum weekly rate applicable to the Film for which the work is performed.

If the other Director is engaged on a daily basis for a television Film, the minimum daily rate shall be the applicable Base fee divided by the number of days in the guaranteed period, plus twenty-five percent (25%).

There are no Use fees payable to the other Director. Should the other Director have any rights in the Film, the payment of the Base fee shall constitute the total consideration for the rights provided for in Article 17.06. Such Director is entitled to a credit for "additional scenes by" or an equivalent mention.

In a Series where extra work is directed by another Director of the Series, the parties will determine in good faith if any additional compensation is appropriate.

**18.07 Other Provisions for Other Director**

The provisions of Articles 9.01 and 8.08 apply to the Director of extra work and only insofar as the information required in said articles relates directly to extra work.

**18.08 Preparation Time**

There shall be no minimum preparation requirement for performing extra work when the Director of the Film directs the extra work.

If another Director performs the work, one day of preparation time shall be provided, regardless of the length of photography. However, if the Director is called for a single day's engagement, and the shooting of the extra work takes five (5) hours or less, the preparation requirement shall be included in the same day and only one day's compensation shall be paid.

## **Article 19 Terms of Payment and Security**

### **19.01 Payment Schedule**

The Director's remuneration shall be paid in instalments as follows:

- a) 10% on signing the Contract;
- b) 15% on commencement of pre-production;
- c) 30% on commencement of principal photography;
- d) 30% on completion of principal photography;
- e) 15% on delivery of the Director's Cut;

The Producer is required to pay the amounts owing under the Contract for Services within fifteen (15) Days of each payment deadline, upon presentation of an invoice by the Director.

### **19.02 Payment of Remuneration and Deductions**

The Director's remuneration is payable by the Producer directly to the Director, less the deductions authorized by law and by this Agreement.

The Director authorizes the Producer to make all deductions at source permitted by law and to remit such funds to the Guild in accordance with Article 20 hereof.

Should the Director request it in a signed, written document, the Producer shall send the remuneration payments to the Guild for the Director's benefit.

### **19.03 Pay Slip**

Remuneration payments shall be accompanied by a pay slip providing the following information:

- a) The Director's social insurance number; where permitted by law;
- b) The Director's name and address;
- c) The production company's name and address, telephone and fax numbers;
- d) The title of the production;
- e) The function held;
- f) The period of work;
- g) The Gross remuneration;
- h) The deductions;
- i) The net remuneration;
- j) The fringe benefits.

The pay slip is distinct from the cheque and may take the form of a detachable stub or of a separate sheet.

### **19.04 Security**

The Guild may require any Producer to post as security a bond prior to the

commencement of work by the Director, in the form of a certified cheque made out to the Guild in trust, for an amount equivalent to 15% of the Gross Remuneration of the Director and all Guild remittances on said amount.

**19.05 Production Guarantee**

The regular member of the APFTQ is subject to Article 19.04 unless the Producer elects to provide the Guild with security in the form of a production guarantee from the parent corporation member of the APFTQ and who owns 100% of the shares of the Producer to cover the total of the Director's remuneration and all Guild remittances. The production guarantee shall be in the form set out in Appendix 6.

**19.06 Form of the Security**

The security may take the form of an irrevocable letter of indemnity from a bank or recognized Canadian financial institution, at the Producer's discretion.

**19.07 Director's Rights**

The Director shall not be required to honour the Contract for Services until such time as the Guild receives the applicable security.

**19.08 Expiry of the Security**

The security shall expire once all of the Producer's financial obligations towards the Director and the Guild are fulfilled.

**19.09 Retention of the Security in Case of Grievance**

In the event of a grievance between the Guild and the Producer, the Guild shall retain from the security, at the close of production, an amount equivalent to that which it is claiming. However, said amount shall in no case be higher than the amounts owed to the Director and the Guild.

**19.10 Return of the Security**

The Guild shall release and/or return the security to the Producer

- Fifteen (15) Days after the Producer has fulfilled all his financial obligations towards the Guild and the Director;  
or, at the latest
- In case of a grievance, fifteen (15) Days following the Arbitrator's final decision, the whole subject to the application of Articles 19.12 and 19.14;

Failing which the Guild shall pay the Producer simple interest at the rate set out in Section 28 of the *Act respecting the Ministère du Revenu*, L.R.Q., c. M-31, starting from the seventh (7th) Day following the applicable due date.

**19.11 Financial Difficulties and Payroll Failures**

Where the Producer fails to pay remuneration and benefits in accordance with this Agreement for more than a week, a Director may refuse to perform services until the Producer remedies such default.

This does not free the Producer from paying the Director's Gross remuneration.

In such a case the Guild may use the security to pay or have the Director paid.

In all cases, even if that producer had provided a production guarantee, the Producer must replenish the bond provided in Articles 19.04 or 19.05 and pay any outstanding remuneration, dues, and contributions before requesting the Director to return to work.

**19.12 Bona Fide Dispute**

When a bona fide dispute arises, all remedies and recourses provided by this Agreement shall be exhausted, or an arbitrator shall rule in favour of the Director, in whole or in part, prior to any disbursement from the security.

**19.13 Safeguard of the Director's Contract for Services**

A Director's refusal to render services under Articles 19.07 and 19.11 shall not be held against the Director by the Producer as grounds for termination or for any other purpose. Such refusal shall in no way be construed as refusal by the Director to fulfill his obligation to render services, and the Producer may not claim damages from the Director or from the Guild in connection with such refusal.

**19.14 Interest on the Security**

Subject to the following, all interest accrued on the security belongs to the Producer.

However, for the application of Article 19.11, the Guild may also use the interest on the amounts held in security to effect compensation, up to the amount certain, liquid and exigible.

Furthermore, in the event of a grievance, the Guild may also use the interest on the amounts held in security, pursuant to Article 19.09, to effect compensation following the Arbitrator's decision in the Guild's favour, in whole or in part, up to the amount determined by the Arbitrator.

## **Article 20 Professional Dues and Fees for Use**

### **20.01 Fees for Use for Non-Members of the APFTQ**

A Producer that is not a member of the APFTQ and that wishes to use this Agreement shall pay the Guild, for each Director or Second Unit Director engaged, an amount equivalent to four percent (4%) of the Gross Remuneration specified in the Contract for Services, up to a maximum of four thousand dollars (\$4,000). Fifty percent (50%) of that amount is remitted to the APFTQ by the Guild.

### **20.02 Dues for Members of the Guild or of the DGC**

The Producer shall deduct professional dues equal to two percent (2%) of the Gross Remuneration paid to the Directors and Second Unit Directors who are members of the Guild or the DGC and remit said monies to the Guild.

### **20.03 Dues for Non-Members of the Guild or of the DGC**

The Producer shall deduct professional dues equal to five percent (5%) of the Gross Remuneration paid to the Directors and Second Unit Directors who are not members of the Guild or the DGC and remit said monies to the Guild.

### **20.04 Dues for Non-Residents of Canada**

The Producer shall deduct professional dues equal to five percent (5%) of the Gross Remuneration paid to the Directors and Second Unit Directors who are not members of the Guild or the DGC and who are not residents of Canada, up to a maximum of four thousand dollars (\$4,000) and remit said monies to the Guild.

### **20.05 Deadline for Remittances to the Guild**

Professional dues shall be remitted to the Guild no later than the twenty-first (21st) Day of the month following the month in which the dues must be deducted.

### **20.06 Remittance Form (Appendix 2)**

Along with the remittance, the Producer shall enclose a detailed report in conformance with Appendix 2 (Remittance Form), including the Director's or Second Unit Director's name and address, the Producer's name and address, the title of the production, the amount of remuneration paid to the Director or Second Unit Director, and a copy of the remuneration cheque.

### **20.07 Default**

If for any reason the professional dues are not deducted at the required time, the Producer shall pay the dues owing directly to the Guild.

The Producer may claim from the Director or Second Unit Director any dues paid on his behalf within twelve (12) months of the payment thereof, failing which the claim shall lapse. After reaching an Agreement with the Director or Second Unit Director concerned and for the same twelve (12) -month periods, the Producer may, in each pay period, deduct such dues from the payments issued to the Director or Second Unit Director. If no Agreement is reached, the reimbursement period is twice as long as the period during which the dues were not deducted.

**20.08 Change to Dues Amount**

The Guild shall inform the APFTQ of any change to the amount of professional dues at least thirty (30) Days prior to the effective date of such change. Upon receipt of a written notice to that effect, the APFTQ shall inform its members accordingly.



## **Article 21      Producer's Fringe Benefit Contributions**

### **21.01 Health and Welfare Plan Contribution**

The Producer shall remit to the Guild a contribution (Guild's Health and Welfare Plan) equivalent to five percent (5%) of the Director's and Second Unit Director's Gross Remuneration.

### **21.02 Retirement Contribution**

The Producer shall remit to the Guild, for the Director's and Second Unit Director's benefit, a contribution (pension plan) equivalent to five percent (5%) of the Gross Remuneration.

For Tier L Theatrical Film, the Producer shall remit to the Guild, for the Director's and Second Unit Director's benefit, a contribution (pension plan) equivalent to three and a half percent (3, 5%) of the Gross Remuneration.

### **21.03 Remittance of Contributions**

The Producer shall remit the fringe benefit contributions to the Guild at the same time as the professional dues provided in Article 20.05.

Along with the remittance, the Producer shall provide the Guild with a duly completed copy of the Remittance Form provided in Appendix 2 of the Agreement.

## **Article 22      Reservation for Other Payments**

### **22.01   Secondary Use Payments**

In this article, "secondary use payments" means the net amounts collected and then distributed by collective societies (e.g. DRCC) in respect of:

- a)      The retransmission outside of Canada;
- b)      The performance, communication to the public (including broadcasting worldwide), private copying, rental, lending or any other use giving rise to equitable remuneration provided for, now or hereafter, by statute anywhere in the world, but excluding retransmission in North America of Motion Pictures.

### **22.02   Producer's Share**

Nothing in this Agreement or any Contract for Services shall diminish any otherwise existing right of the Producer to collect any of the so-called "Producer's share" of secondary use payments made by third parties in connection with any Film.

### **22.03   Director's Share**

Nothing in this Agreement or any Contract for Services shall diminish any otherwise existing rights of the Director to collect any of the so-called "author's share" of secondary use payments made by third parties in connection with any Film.

### **22.04   No Reduction of Gross Remuneration**

For purposes of clarity, the Gross Remuneration payable to the Director under this Agreement or any Contract for Services shall not be reduced by, but shall rather be in addition to, any amounts received by the Director on account of any secondary use payments from third parties.

## **Article 23 Industrial Relations Committee**

### **23.01 Composition of the Committee**

The parties agree to form an industrial relations committee consisting of two (2) representatives of the APFTQ and two (2) representatives of the Guild.

### **23.02 Terms of Reference of the Committee**

The industrial relations committee performs the following functions in a consulting capacity:

- a) Review, with both parties' consent, any grievance with a view to finding an amicable resolution;
- b) Discuss, at the request of either party, the interpretation of this Agreement;
- c) Review, at the request of either party, any matter not provided for in this Agreement.

### **23.03 Committee Meetings**

The industrial relations committee shall meet as promptly as possible as requested by either party. As a general rule, the Committee shall meet every month.

### **23.04 Suspension of Delays**

A written request by either party to submit a grievance to the industrial relations committee for review suspends the delays for referring grievances to arbitration.

Written refusal by the other party to grant such a request, or a written decision by either party to suspend the committee's review of the grievance, shall terminate the suspension of such delays.

### **23.05 Power to Issue Recommendations**

The industrial relations committee issues unanimous recommendations to the APFTQ and to the Guild. Some recommendations may result in an amendment or addition to this Agreement after ratification by the respective general assemblies of the parties.

The industrial relations committee may also recommend a reasonable settlement to the parties to a grievance.

## **Article 24 Final Provisions**

### **24.01 Method of Transmission**

Documents and notices that are to be sent pursuant to this Agreement shall be sent by mail, or courier, or fax, or delivered in person, or by any other nearly instantaneous method, with the exception of email.

### **24.02 Addresses**

Any notice from the Producer to the Director or Second Unit Director shall be sent to the address indicated in the Contract for Services, barring written notice to the contrary.

Notices to a Producer shall be sent to the address indicated in the Director's or Second Unit Director's Contract for Services. In case of change of address, the Producer shall inform the Guild and the Director or Second Unit Director immediately.

### **24.03 Computation of Delays**

For the purpose of computing delays specified in this Agreement, the starting Day is not counted, but the final Day is counted.

Non-juridical Days are counted, but if the last Day falls on a non-juridical Day, the time interval is extended to the next juridical Day.

For the purposes of this Agreement, the following are non-juridical Days:

- a) Saturdays and Sundays;
- b) January 1 and 2;
- c) Good Friday;
- d) Easter Monday;
- e) The third Monday of May, National Patriots' Day
- f) June 24, the National Holiday;
- g) July 1, Anniversary of Confederation;
- h) The first Monday of September, Labour Day;
- i) The second Monday of October, Thanksgiving;
- j) December 25 and 26, Christmas and Boxing Day;
- k) Any other Day fixed by proclamation or order of the government as a public holiday or Day of thanksgiving;

If one of the non-juridical Days listed in this article falls on a Saturday or on a Sunday, the non-juridical Day shall be deemed to be the Friday before or the Monday after said non-juridical Day.

### **24.04 Notices to the Guild and to the APFTQ**

Notices to the Guild or to the APFTQ shall be sent to the following addresses, in conformity to Article 24.01:

To the Guild:

Attention: Business Agent  
4200 Saint-Laurent Boulevard  
Suite 708  
Montreal, Quebec H2W 2R2  
FAX: (514) 844-1067

To the APFTQ:

Attention: Industrial Relations Advisor  
1450 City Councillors  
Suite 1030  
Montreal, Quebec H3A 2E6  
FAX: (514) 392-0232

In case of a change, the Guild shall inform the APFTQ, which in turn shall notify its members immediately.

The APFTQ shall also inform the Guild of any change.

#### **24.05 Notice Presumed to be Received**

Any notice or other document sent pursuant to this Agreement is presumed to be received by the addressee:

- a) The same Day on which it was sent by fax if it was sent prior to 3:00 p.m., local time at the point of destination; or
- b) The next business Day if it was sent by fax after 3:00 p.m., local time at the point of destination or if sent by another means as provided in Article 24.01.

This presumption may be refuted if the addressee proves that the sender knew, or reasonably should have known, that it was impossible for the document to reach the addressee by the means provided in Article 24.01.

#### **24.06 Applicable Legislation**

The collective Agreement and all Contracts signed pursuant thereto are governed by the laws that apply in the province of Quebec.

#### **24.07 Appendices**

The appendices and letters of Agreement form an integral part of this Agreement.

#### **24.08 Term of this Agreement**

This Agreement shall come into effect on November 1, 2012 and shall expire on October 31, 2014.

On the expiry date, the Agreement shall be renewed from day to day until such time as a new Agreement is signed or established by an arbitrator, or either party has exercised its right to a strike or lock-out.

#### **24.09 Transitional Provisions**

Contracts between Producers and Directors or Second Unit Directors that are signed prior to the coming into effect of this Agreement are not subject to it, unless they contain express provisions to that effect.

IN WITNESS WHEREOF, THE PARTIES TO THIS AGREEMENT HAVE SIGNED IN MONTREAL  
THIS DECEMBER 20, 2012

FOR THE APFTQ

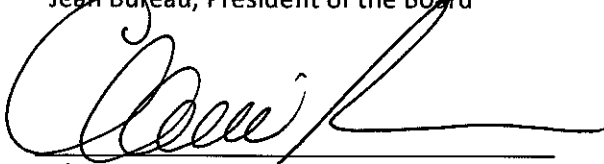
FOR THE GUILD



Jean Bureau, President of the Board



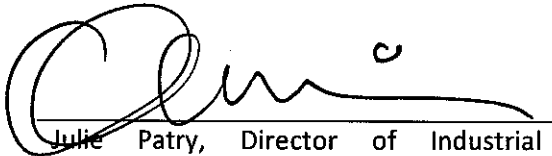
Anne Sirois, Chairperson



Claire Samson, President and CEO



Brian Baker, Senior Business Agent



Julie Patry, Director of Industrial  
Relations and Legal Affairs



Hugo Hamelin, Attorney, Senior  
Industrial Relations Advisor

**APPENDIX 1: CONTRACT FORM**

**CONTRACT FORM  
DIRECTOR OR SECOND-UNIT DIRECTOR**

(CONTRACT GOVERNED BY THE AGREEMENT BETWEEN THE APFTQ AND THE CQGCR IN EFFECT ON NOVEMBER 1, 2012)

CONTRACT No.:

<hr/> <hr/> <hr/> <p>(Director or Second Unit Director's name and address)</p> <p>If applicable, loan-out corporation providing the Artist's services:</p> <hr/> <p>(Name and address)</p> <p>Hereinafter "the Director" or "the Second Unit Director"</p>	<hr/> <hr/> <hr/> <p>(Production company's name and address)</p> <p>Representative:</p> <hr/> <p>Hereinafter "the Producer"</p>
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**If the Producer is not a member of the APFTQ, before signing the contract he must sign the letter of adherence set out in Appendix 5 and must have paid the administration fee specified in Article 2.04 of the Agreement.**

Member of:  CQGCR and/or DGC      Member No.: \_\_\_\_\_

Canadian resident Non-member of CQGCR or DGC       Non-Canadian resident and Non-member of CQGCR or DGC

Social Insurance Number: \_\_\_\_\_

Subject to GST and QST:     yes    GST No.: \_\_\_\_\_    QST No.: \_\_\_\_\_

no

If the Artist provides his services through a loan-out corporation, CSST No.: \_\_\_\_\_

1. FUNCTION:     Director  
                          2<sup>nd</sup> unit Director  
                          Director Engaged for Extra Work

2. PRODUCTION

- Title: \_\_\_\_\_
- Nature:     Feature Film  
                  Movie for Television  
                  1 hour Series of \_\_\_\_\_ Episodes  
                  ½ hour Series of \_\_\_\_\_ Episodes  
                  Mini-Series of \_\_\_\_\_ 2-hour segments
- Budget Tier: \_\_\_\_\_

COPIES: DIRECTOR OR SECOND-UNIT DIRECTOR, PRODUCER, CQGCR, APFTQ

**Note:** Complete section 3a. or 3b. according to the function.

3a. DIRECTOR

- REMUNERATION  
Negotiated Base fee:                   \$ \_\_\_\_\_  
Negotiated Use fee:                   \$ \_\_\_\_\_
- GUARANTEED PERIOD OF ENGAGEMENT: \_\_\_\_\_

3b. SECOND UNIT DIRECTOR OR DIRECTOR ENGAGED FOR EXTRA WORK

- REMUNERATION  
Negotiated daily flat rate:           \$ \_\_\_\_\_
- GUARANTEED PERIOD OF ENGAGEMENT: \_\_\_\_\_  
Specific dates, if agreed: \_\_\_\_\_

PERSON HAVING FINAL CUTTING AUTHORITY (ART. 8.18): \_\_\_\_\_  
INTENDED POST-PRODUCTION LOCALE (ART. 8.25): \_\_\_\_\_  
DATE ON WHICH SERVICES SHALL START (ART. 10.04 AND ART. 16.11): \_\_\_\_\_  
DATE OF END OF PRINCIPAL PHOTOGRAPHY (ART. 10.04): \_\_\_\_\_  
DELIVERY DATE OF DIRECTOR'S CUT (ART. 10.04): \_\_\_\_\_

6. DIRECTOR'S CREDIT (check agreed credit):

- Directed by                                    Director                                    A Film By\*  
\*See restrictions Art.14.9

7. ADDITIONAL CONDITIONS (if any) (For example, see Articles 10.06 (Promotion of the Film), 11.4 c) (Creative Parameters) and 17.10 (Deferment of Payment)):

**The parties acknowledge that the APFTQ-CQGCR Agreement in force is incorporated as an integral part of this contract.**

In witness whereof, the parties have signed:

In \_\_\_\_\_ on \_\_\_\_\_ In \_\_\_\_\_ On \_\_\_\_\_

\_\_\_\_\_  
Name of the Director or Second Unit Director (in block letters)

\_\_\_\_\_  
Name of the Producer (in block letters)

\_\_\_\_\_  
Signature of the Director or Second Unit Director

\_\_\_\_\_  
Signature of the Producer

(The Artist personally intervenes to this contract in order to take note of it, to declare it to be satisfactory, to undertake to abide by the declarations and warranties, and to personally execute the obligations that are incumbent upon the Artist pursuant to the present contract and the agreement between the APFTQ and the Guild.)



**APPENDIX 2: REMITTANCE FORM**

**CQGCR Remittance Form**

**Conseil du Québec de la Guilde Canadienne des Réalisateur**

4200, St-Laurent Blvd., Suite 708, Montreal (Quebec) H2W 2R2

Telephone: (514) 844-4084 Fax: (514) 844-1067

**Title of the Production:** \_\_\_\_\_  
**Production Company:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Prepared by:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_

Name of the Director or Second Unit Director	Contract No.	Period of Engagement			Gross Remuneration	Health and Welfare Plan 5%	*Pension plan 5%	Professional Dues	
		from		to				Members 2%	Non-Members 5%**
		from		to	\$	\$	\$	\$	\$
		from		to	\$	\$	\$	\$	\$
		from		to	\$	\$	\$	\$	\$
		from		to	\$	\$	\$	\$	\$
		from		to	\$	\$	\$	\$	\$
		from		to	\$	\$	\$	\$	\$
		from		to	\$	\$	\$	\$	\$
<b>Subtotal:</b>						\$	\$	\$	\$

**TOTAL :** \_\_\_\_\_ \$ \_\_\_\_\_ **Cheque No.:** \_\_\_\_\_

\* The Producer's contribution for Tier L Theatrical Films is of 3.5% (art. 21.02).

\*\* For non-members who are non-residents of Canada, the professional dues are a maximum of \$4,000 (art. 20.04).

**Remark:** Professional dues and Producer's contributions shall be remitted to the Guild no later than the twenty-first (21st) day of the month following the month in which the dues were deducted. Along with the remittances, the Producer shall enclose a copy of this form. When applicable, timesheets must be sent at the same time.

**APPENDIX 3: TIME SHEET**

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**NOTE: The Turnaround Premium only applies to the Second Unit Director.**

<b>TIME SHEET TURNAROUND (art. 16.26)</b>
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**Title of the Production:** \_\_\_\_\_  
**Production Company:** \_\_\_\_\_  
**Name of the Artist:** \_\_\_\_\_  
**Function:** \_\_\_\_\_  
**Contract Number:** \_\_\_\_\_  
**Time required by:** \_\_\_\_\_

<b>Day 1 (Date)</b>	<b>End of work (Hour)</b>	<b>Day 2 (Date)</b>	<b>Beginning of work (hour)</b>	<b>Turnaround (Number of hours, based on one-half hour increments)</b>

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of the Director or Second Unit Director (in  
block letters)

\_\_\_\_\_  
Name of the Producer (in block letters)

\_\_\_\_\_  
Signature of the Director or Second Unit Director

\_\_\_\_\_  
Signature of the Producer

**Remark:** When applicable, timesheets must be sent to the Guild along with remittances (art. 16.17).

**APPENDIX 4: DELEGATION INSTRUMENT (ARTICLE 6.03)**

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WHEREAS \_\_\_\_\_ (the “Original Producer”) signed a Contract for the function of \_\_\_\_\_ with \_\_\_\_\_ (“the Director” or “the Second Unit Director”) on \_\_\_\_\_ (date) for the production entitled \_\_\_\_\_;

WHEREAS the rights granted to the Original Producer under said Contract have been transferred to \_\_\_\_\_ (the “Acquiring Producer”);

WHEREAS the parties agree that the rights and obligations of the Original Producer shall be entirely taken over by the Acquiring Producer from the transfer date onwards;

THE PARTIES HERETO AGREE AS FOLLOWS:

1- The Acquiring Producer is bound by the terms of the APFTQ – CQGCR Agreement (Directors) (2010-2012) with regard to the Contract for Services of \_\_\_\_\_, as if it had originally contracted with the Director or Second Unit Director. Without limiting the generality of the foregoing, the Acquiring Producer undertakes to assume all the obligations originally assumed by the Original Producer upon the signing of the Contract for \_\_\_\_\_ entered into with the Director or Second Unit Director, on \_\_\_\_\_ (date), including, but not limited to, as applicable, payment of remuneration to the Director or Second Unit Director, professional dues, remittances, etc.;

2- The Guild and the Director or Second Unit Director hereby relieve the Original Producer of all the obligations assumed by it pursuant to the Contract for \_\_\_\_\_.

SIGNED IN \_\_\_\_\_

THIS \_\_\_\_\_

\_\_\_\_\_  
Original Producer

\_\_\_\_\_  
Director or Second Unit Director

\_\_\_\_\_  
Acquiring Producer

\_\_\_\_\_  
Guild

**APPENDIX 5: LETTER OF ADHERENCE TO THE DIRECTORS AGREEMENT BETWEEN THE GUILD AND THE APFTQ (2012-2014)**

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By signing this Letter of Adherence, the Producer (production company) undertakes to comply with the provisions of the Agreement with regard to the production specified below.

It is hereby reiterated that the payment of Use fees as described in the Agreement allows the Producer (production company) to use the Agreement only for the production concerned by this Letter and does not confer APFTQ member status.

1. Title of the production to which this Letter of Adherence applies:

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2. Name of the Producer (production company):

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3. Address of the Producer (production company):

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4. Telephone and fax numbers and email address of the production company:

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5. Name of the company incorporated for the production, if applicable:

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6. Telephone and fax numbers and email address of the company incorporated for the production, if applicable, if different from the production company indicated in item 2:

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In witness whereof I have signed, this \_\_\_\_\_, in \_\_\_\_\_

\_\_\_\_\_  
Signature of a duly authorized representative  
of the Producer

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\_\_\_\_\_  
Last name and first name of the signatory  
hereto

\_\_\_\_\_  
Signatory's address and telephone number

## APPENDIX 6: PRODUCTION GUARANTEE (ARTICLE 19.05)

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● [Insert name of the Guarantor] (the “**Guarantor**”), a legal entity having a place of business at ● [insert address of the Guarantor], hereby:

- a) DECLARES that it is the parent company of ● [insert name of the Producer] (the “**Producer**”) and owns 100% of its shares;
- b) AGREES AND ACCEPTS to guarantee the payment of the amounts that could be owed to ● [insert name of the Director] and the Quebec District Council of the Directors Guild of Canada (the “**Guild**”) by the Producer by virtue of the Contract for Services #● [insert the number of the Contract] signed on ● [insert the date of the Contract] and, accordingly, AGREES AND ACCEPTS to pay to the Guild, upon request, any such amount if:
  - i) The Guild obtains a decision stating the amount due from the Producer; and
  - ii) The Guild’s written request for payment from the Producer was not executed within twenty (20) days.
- c) AGREES AND ACCEPTS to submit any dispute between the Guarantor and the Guild regarding this guarantee to an arbitrator, which shall be appointed in accordance with the provisions of the Agreement signed by the Guild and the Association des Producteurs de Films et Télévision du Québec (APFTQ) on ●●●. Article 7 (Grievance and Arbitration) of said Agreement shall apply mutadis mutandis to such a dispute.
- d) AGREES AND ACCEPTS, in the event that the Guild is obliged to undertake any legal proceeding against the Guarantor for the execution of this guarantee, to keep the Guild harmless of any reasonable expense associated with such a proceeding.

SIGNED IN ● [insert city] ON ● [insert date]

BY:

- \_\_\_\_\_
- [Insert name]
  - [Insert title], duly authorized representative of the Guarantor

**LETTER OF AGREEMENT NO. 1: RENEWAL OF THE COLLECTIVE AGREEMENT**

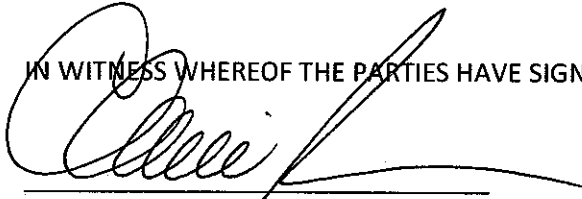
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It is understood that the APFTQ has agreed to the possibility for the Guild to require any Producer to post a security bond (Article 19.04 and following) for the term of this agreement only. Consequently, Articles 19.04 and following will sunset at the expiry of this collective agreement as per Article 24.08. Moreover, neither Articles 19.04 and following, nor the agreement of the APFTQ shall be invoked as a matter of precedent at the time of renewal of the collective agreement nor before an Arbitrator, in the event that one was appointed pursuant to the following paragraph.

Furthermore, at the time of renewal of the agreement, if no new agreement is entered into in the year following the expiry of the original agreement, at the unilateral request of either party, a joint request for the appointment of an Arbitrator shall be made, pursuant to Section 33(2) of the Act.


Each of the parties also irrevocably commit, should either party ask the Commission to appoint an Arbitrator to determine the content of a new agreement, to consent to said request so that it may be deemed a joint request. The parties undertake to accept the authority of an Arbitrator so appointed to determine in a final and enforceable decision, the content of a new agreement.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED IN MONTREAL, THIS DECEMBER 20, 2012



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Claire Samson  
ON BEHALF OF THE APFTQ



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Brian Baker  
ON BEHALF OF THE GUILD

**LETTER OF AGREEMENT NO. 2: TYPES OF PRODUCTION EXCLUDED FROM THE SCOPE OF THE AGREEMENT**

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Whereas Section 33 of the Act gives one party the right to request arbitration for the negotiation of an initial agreement and calls for a joint request by both parties for the appointment of an Arbitrator for the negotiation of subsequent agreements;

Whereas significant differences have become apparent between the various types of productions requiring, at least for this initial phase of collective relations between the parties, provisions adapted to the specific realities of each type of production;

Whereas the parties wish to enter into and apply different agreements for different types of production, over time, as they are entered into;

Whereas the parties have now entered into an initial agreement for dramatic Films (fiction) while reserving their full, respective rights to resort to arbitration as provided in Section 33 of the Act in the event of an impasse in negotiations concerning other types of production;

**THE PARTIES AGREE AS FOLLOWS:**

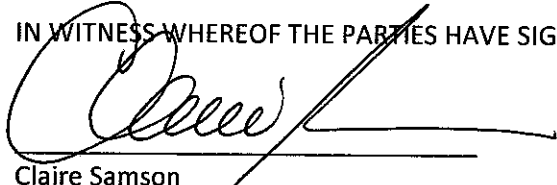
1. The parties shall continue negotiations for Directors and Second Unit Directors engaged for productions, in any language, of types that are excluded from the field of application of the agreement.

The APFTQ declares that, at this point in time, it does not represent Producers of video clips, and that it will inform the Guild of any change in that respect.

2. Each of the parties also irrevocably commits, should either party ask the Commission to appoint an Arbitrator to determine the content of a first agreement covering the types of production excluded from the scope of this agreement, to consent to said request so that it may be deemed a joint request. They undertake to accept the authority of an Arbitrator so appointed to determine in a final and enforceable decision, the content of a first agreement covering the types of production excluded from the scope of this agreement.

3. The preamble forms part of the agreement between the parties.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED IN MONTREAL, THIS DECEMBER 20, 2012



Claire Samson  
ON BEHALF OF THE APFTQ



Brian Baker  
ON BEHALF OF THE GUILD

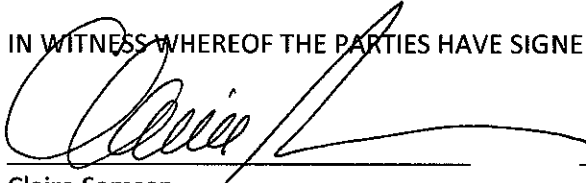
**LETTER OF AGREEMENT NO. 3: APPLICATION OF THE AGREEMENT TO DIRECTORS AND SECOND-UNIT DIRECTORS WHOSE SERVICES ARE ENGAGED FOR COPRODUCTIONS**

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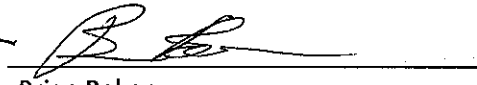
In the case of an Official Coproduction or private joint venture with a Producer that does not belong to the APFTQ or a broadcaster, the Producer that is a member of the APFTQ shall send a written notice to the Guild informing it of the identity of the Producer that is engaging the Director's or Second Unit Director's services.

For clarity, the collective agreement applies if the Producer that is engaging the Director's or Second Unit Director's services is a member of the AFPTQ.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED IN MONTREAL, THIS DECEMBER 20, 2012



Claire Samson  
ON BEHALF OF THE APFTQ



Brian Baker  
ON BEHALF OF THE GUILD

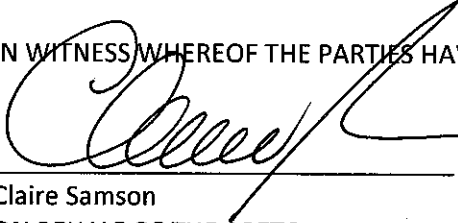


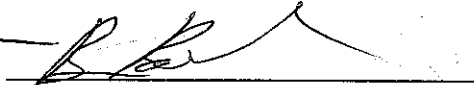
**LETTER OF AGREEMENT NO. 4: DEFINITION OF "METROPOLITAN AREA"**

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- 1) The parties recognize the principle of the designation of a single Metropolitan Area for the entire technical crew working on a given production.
  
- 2) In the event that one of the definitions of "Metropolitan Area" contained in Article 12.04 is amended for other positions on the technical crew, the parties agree to consider, in good faith and diligence, the amended definition(s) to determine whether it is appropriate to replace the definition of "Metropolitan Area" contained in this agreement.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED IN MONTREAL, THIS DECEMBER 20, 2012

  
\_\_\_\_\_  
Claire Samson  
ON BEHALF OF THE APFTQ

  
\_\_\_\_\_  
Brian Baker  
ON BEHALF OF THE GUILD

**LETTER OF AGREEMENT NO. 5: ARTICLE 2 AND FEES FOR THE USE OF THE AGREEMENT BY PRODUCERS THAT ARE NOT MEMBERS OF THE APFTQ**

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CONSIDERING Articles 2 and 20 of the Agreement;

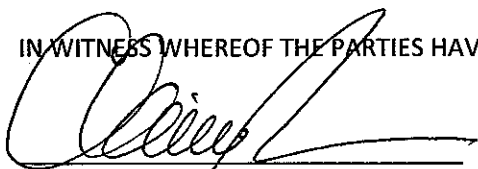
CONSIDERING that Producers who are members of the APFTQ pay fees to the APFTQ, per production, for the use of agreements entered into by the APFTQ;


CONSIDERING that the parties have made an enormous investment in terms of time and human and financial resources to negotiate and enter into an agreement;

THE PARTIES AGREE AS FOLLOWS:

1. The preamble forms an integral part of this letter of agreement.
2. The APFTQ shall inform the Guild of the acceptance of any new member to the APFTQ. The APFTQ shall also provide the Guild, upon request, with an up-to-date copy of its list of regular and trainee members.
3. A Producer that is not a member of the APFTQ and that wishes to use the agreement shall sign the Letter of Adherence provided in Appendix 5 and shall pay the fees for use indicated in Article 20.01 to the Guild before using the agreement.
4. The Guild can deliver Contracts for services to a non-member Producer only upon receipt of the Letter of Adherence and payment of the fees for use indicated in paragraph 3, above. Otherwise, the Guild remains responsible, towards the APFTQ, for paying the fees for use to which it is entitled and which would normally have been paid, if the procedure described herein and in the agreement had been followed.
5. The Guild shall send the Letters of Adherence signed by a Producer that is not a member of the APFTQ, to the APFTQ, as they are received, along with the portion of fees for use to which the APFTQ is entitled.
6. Payment of the fees for use allows a Producer that is not a member of the APFTQ to use the agreement exclusively for the production for which said fees were paid. This authorization is granted on a per-production basis and does not confer any APFTQ member status to the Producer in question.
7. The Guild undertakes to keep a record of Producers that are not members of the APFTQ and that have used the Agreement, as well as the fees for use claimed and collected for each production. Subject to giving seventy-two (72) hours' notice to the Guild, authorized representatives of the APFTQ may, during normal business hours, audit said record.
8. In the event that the Guild negotiates a separate agreement with a Producer that is not a member of the APFTQ, the Guild undertakes to send the APFTQ a copy of any agreement so negotiated and filed with the *Minister of Labour*.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED IN MONTREAL, THIS DECEMBER 20, 2012

  
\_\_\_\_\_  
Claire Samson  
ON BEHALF OF THE APFTQ

  
\_\_\_\_\_  
Brian Baker  
ON BEHALF OF THE GUILD