



DIRECTORS GUILD OF CANADA
Alberta District Council

July 10, 2019

INFORMATION BULLETIN

ADVISORY RE DEAL MEMO AND TIME SHEET AMENDMENTS

This bulletin is intended to encourage mutually helpful Deal Memo etiquette and clarify circumstances in which Deal Memos and Time Sheets can be revised.

Under Alberta law, if an employer wishes to change terms on an employee's contract, the modification must be brought to the attention of the affected employee and consent to the change must be obtained. The employee can indicate agreement to the change by initialing and dating the contract (Deal Memo) where the change is made. An email exchange can also suffice if the requested modification is clearly explained, and the Member has responded clearly consenting to the request. One of these procedures should be followed in all cases, regardless of how minor the modification may seem.

The terms and conditions of a signed Deal Memo are deemed to be incorporated into the Agreement and are fully enforceable by the DGC (see Core Article 12.07 on reverse), however DGC Alberta cannot support revisions to Deal Memos that the affected Member did not approve. Additionally, a DGC Member can't be forced to accept changes to agreed-upon terms of engagement after he or she has already commenced work and submitted a complete Deal Memo package.

Similarly, completed Time Sheets cannot be revised without the knowledge of the affected Member. Core Article 14.06 (see reverse) requires the Producer or the Producer's designated representative to review any changes to a Member's Time Sheet (e.g. call or wrap times, meal periods and penalties, etc.) with the Member before changes are processed.

To avoid changes to Deal Memos, Members are expected to fill in their Deal Memos and Time Sheets appropriately, completing all required information fields, i.e. rate, start date, weekly rental amounts as negotiated, etc. You should never include non-negotiated terms on your Deal Memos; establish the terms of your engagement before you complete your Deal Memo. Please do not write "Scale" or "APC" in the rate section. DGC Alberta publishes scale rates online (see web address on reverse). If you are working at scale, please take a minute to look up the applicable scale rate and complete your start package accordingly.

CORE ARTICLE 12.07

12.07 No Contract for Services to Contravene the Standard Agreement

No Guild Member and no Producer shall enter into any Contract for Services which in any way contravenes any of the provisions of this Agreement and all terms of any letter of variance. Accordingly, all of the provisions of this Agreement shall be deemed to be incorporated, as if set forth in full in writing, into the Contract for Services of each Guild Member subject to Article 13.01 (b), for the entire term of the engagement. It is further agreed that the Contract for Services of each Guild Member shall be deemed to be incorporated, as if set forth in full in writing, into this Agreement. In addition, neither a Guild Member nor a Producer may waive any minimum term or condition of this Agreement without the prior written approval of the District Council.

CORE ARTICLE 14.06

14.06 Time-Keeping

The Producer shall maintain an adequate system of time-keeping to record the times that a Guild Member reports for and leaves work each day. The Guild Member's starting and finishing times, meal periods or allowances, and rate changes (if any) shall be shown on the time card. Any items changed after the time card is completed must be reviewed with the Guild Member. The time records and all records under Article 14.07 shall be open to inspection by a duly authorized representative of the District Council at reasonable times and on giving the Producer reasonable notice, and all of these records shall be kept in the territorial jurisdiction of the District Council at an address which shall be provided to the District Council in writing.

LINK TO RATE SHEETS ON THE DGC AB WEBSITE:

<https://www.dgc.ca/en/alberta/agreements/schedule-and-rate-sheets/>