

Collective Agreement of 1 JULY 2007 between FAF (*The Danish National Trade Union for Film and Television Workers*) and PRODUCENTFORENINGEN (*The Danish Producers' Association*) CONCERNING FEATURE FILMS AND SHORT FICTION FILMS

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Protocols

1. SCOPE

1.1

The scope of this collective agreement comprises the following freelance functions in connection with feature films and short fiction films, including short feature films:

Assistant director (Instruktørassistent)

Director of photography (A-fotograf)

Camera operator (B-fotograf)

Assistant camera operator (Second assistant) (Fotografassistent (2. assistant))

Clapper/loader

Stills photographer

Gaffer (Belysningsmester)

Lighting technician (Belyser)

Assistant lighting technician (Belysningsassistent)

Grip

Assistant grip

Set designer (Scenograf)

Chief wardrobe (Chefkostumier)

Wardrobe (Kostumier)

Wardrobe assistant (Kostumierassistent)

Head make-up artist (Chefsminkør)

Make-up artist (Sminkør)

Make-up assistant (Sminkeassistent)

Sound assistant (Toneassistent)

Head properties manager (Chefrekvisitør)

Properties manager (Rekvisitør)

Assistant properties manager (Rekvisitørassistent)

Script

Sound engineer (Tonemester)

Assistant sound engineer (B-tonemester)

Editor (Klipper)

Assistant editor (Klippeassistent)

Production manager (Produktionsleder)
Unit manager (Indspilningsleder)
Location manager
Production coordinator (Produktionskoordinator)
Production assistant (Produktionsassistent)
Runner
Caster
Film school trainees and other trainees (Filmskolepraktikanter og andre praktikanter)

1.2

This collective agreement applies to salaried employees exclusively.

1.3

This collective agreement does not apply to production of commercials and animation.

2. ENTERING INTO ENGAGEMENT CONTRACTS

2.1

The employer's obligation to notify the employee of the terms of employment is considered fulfilled when the standard contract attached to this collective agreement as Appendix 1 is used in connection with any agreed engagement. All items of the standard contract must be filled in.

2.2

Any extension period must be agreed upon concurrently with the signing of the contract. Notice of use of the extension period must be given as early as possible and no later than two weeks prior to expiry of the contract.

2.3

The producer undertakes not to employ freelance staff on less favourable terms than the conditions stated herein.

3. INDUCTION PAY SCHEME

The following assistant functions are encompassed by the scheme:

Assistant director
Assistant lighting technician
Assistant gaffer
Assistant grip
Make-up assistant
Wardrobe assistant
Sound assistant
Assistant properties manager
Assistant editor
Production assistant

3.2

Induction pay consists of three pay grades that are 15%, 10% and 5% lower than the standard rate of pay for assistants. Grading is linked to film workers' documented industry experience according to the following guidelines:

Grade 1: Film workers with industry experience equal to:

Fewer than 80 paid working days on fiction films or the first and second paid feature film.

Grade 2: Film workers with industry experience equal to:

Between 81-160 paid working days on fiction films or the third or fourth feature film.

Grade 3: Film workers with industry experience equal to:

Between 161-240 paid working days on fiction films or the fifth paid feature film.

3.3

All film workers with industry experience exceeding 240 paid working days or a minimum of five feature films receive the standard rate of pay.

3.4

Members of FAF at 1 July 1999 who are or have been employed according to the previous induction pay scheme will be transferred to new induction scheme with effect as of 1 July 1999. They will be paid according to the pay grade immediately above their present grade.

3.5

Film workers graduating from the National Film School of Denmark and film workers having completed a film worker's programme start at grade 2, provided they are employed in functions covered by the induction scheme, but see subclause 3.4.

3.6

The length of service relating to functions covered by the induction scheme can be transferred to other functions covered by the induction scheme.

4. PAY

4.1

To facilitate production planning, the first crew meeting must as far as possible be held no later than five weeks before shooting starts. At this meeting, contracts setting out the agreed pay must be signed.

PRODUCENTFORENINGEN and FAF must be invited to the meeting.

Contracts for editors, assistant editors and sound engineers, assistant sound engineers and sound assistants engaged for post-production work must be signed before the work is commenced.

4.2

Wages, including overtime pay and allowances, are payable fortnightly in arrears. Pension contributions must be paid into the pensions plans approved by the parties concurrently with settlement of Labour Market Supplementary Pension Scheme contributions. Paid-up pension contributions must be stated on the pay slip.

4.3

Weekly pay rates will increase by 2.5% with effect as of 1 July 2007, by 2.5% with effect as of 1 January 2008, and by 2.5% with effect as of 1 January 2009.

4.4

At 1 July 2007, pension contributions paid into a pension plan approved by the parties will amount to 7.6% of the basic pay. Pension contributions are payable by the producer.

4.5

The following weekly research, shooting and post-production rates (basic rates at 1 July 2007), including pension contributions, have been agreed:

Assistant director

Grade 1: Research DKK 6,785

Shooting DKK 7,833

Grade 2: Research DKK 7,184

Shooting DKK 8,293

Grade 3: Research DKK 7,582

Shooting DKK 8,756

Standard rate: Research DKK 7,981 – 8,779

Shooting DKK 9,214 – 10,137

Shooting overtime

Film workers doing research on Saturdays and Sundays will be paid at the weekly rate of pay for research divided by five without allowances or may take time off in lieu subject to agreement between the producer and the film worker.

Director of photography

Research min. DKK 8,779

Shooting min. DKK 13,271

Shooting overtime

Film workers doing research on Saturdays and Sundays will be paid at the weekly rate of pay for research divided by five without allowances or may take time off in lieu subject to agreement between the producer and the film worker. If the research period includes test shooting, such shooting days will be paid for at the rate of pay for shooting.

Camera operator DKK 10,617

_ daily overtime hours are included in the pay.

Assistant camera operator (Second assistant)

Grade 1: DKK 6,124

Grade 2: DKK 6,482

Grade 3: DKK 6,844

Standard rate: DKK 7,202

Normal overtime.

Clapper/loader DKK 5,749

Normal overtime.

Stills photographer DKK 9,041

Normal overtime.

Gaffer DKK 9,041

Normal overtime.

Lighting technician DKK 7,932

Normal overtime.

Assistant lighting technician

Grade 1: DKK 6,124

Grade 2: DKK 6,482

Grade 3: DKK 6,844

Standard rate: DKK 7,202

Normal overtime.

Assistant lighting technicians engaged for less than a week will receive the daily rate calculated as the weekly rate divided by 5 + 10%.

Grip DKK 9,041

Normal overtime.

Assistant grip

Grade 1: DKK 6,126

Grade 2: DKK 6,482

Grade 3: DKK 7,534

Standard rate: DKK 7,932

Normal overtime.

Set designer/Production designer

Research DKK 8,779

Pre-production

& shooting DKK 10,617

Shooting overtime. Overtime premium will be paid for overtime caused by unforeseen changes in the production schedule.

Film workers doing research on Saturdays and Sundays will be paid at the weekly rate of pay for research divided by five without allowances or may take time off in lieu subject to agreement between the producer and the film worker. From the time the workmen commence work, but no later than four weeks before shooting commences, set designers will be paid at the shooting rate of pay. For short fiction films, the four-week period is reduced to two weeks before shooting starts.

Chief wardrobe DKK 9,041

Normal overtime.

Wardrobe DKK 7,932

Normal overtime.

Wardrobe assistant

Grade 1: DKK 6,124

Grade 2: DKK 6,482

Grade 3: DKK 6,844

Standard rate: DKK 7,202

Normal overtime.

Wardrobe assistants engaged for less than a week will receive the daily rate calculated as the weekly rate divided by 5 + 10%.

Head make-up artist DKK 9,041

Normal overtime.

Make-up artist DKK 7,932

Normal overtime.

Make-up assistant

Grade 1: DKK 6,124

Grade 2: DKK 6,482

Grade 3: DKK 6,844

Standard rate: DKK 7,202

Normal overtime.

Make-up assistants engaged for less than a week will receive the daily rate calculated as the weekly rate divided by 5 + 10%.

Head properties manager DKK 9,041

Normal overtime.

Properties manager DKK 7,932

Normal overtime.

Assistant properties manager

Grade 1: DKK 6,124

Grade 2: DKK 6,482

Grade 3: DKK 6,844

Standard rate: DKK 7,202

Normal overtime.

Assistant properties managers engaged for less than a week will receive the daily rate calculated as the weekly rate divided by 5 + 10%.

Script DKK 9,041

Normal overtime.

The pay can be negotiated within the pay grade for assistant directors if warranted by the job description.

Sound engineer

Shooting

& and post production DKK 9,717

Shooting: Normal overtime.

Assistant sound engineer shooting

& post production DKK 9,200

Shooting: Normal overtime.

Sound assistant:

Grade 1: DKK 6,124

Grade 2: DKK 6,482

Grade 3: DKK 6,844

Standard rate: DKK 7,202

Normal overtime.

Sound assistants engaged for less than a week will receive the daily rate calculated as the weekly rate divided by 5 + 10%.

Editor DKK 10,348

Assistant editor

Grade 1: DKK 6,126

Grade 2: DKK 6,482

Grade 3: DKK 7,534

Standard rate: DKK 7,932

Production manager

Research DKK 8,779

Pre-production DKK 14,094

Shooting DKK 14,094

Post production DKK 8,779 – 13,379

The weekly rate includes all overtime.

Production managers' total research and pre-production periods will be paid at the research rate for the first half of the period and at the pre-production rate for the second half of the period, always provided that the production manager is guaranteed payment of the pre-production rate for a minimum of four weeks.

Production managers will be paid an amount of DKK 6,615 for the first half of the post-production period and DKK 10,620 for the second half of the period. The following applies to research, pre-production and post-production periods alike: If the periods amount to an odd number of weeks, the odd week triggers payment of DKK 10,620.

Unit manager

Research DKK 8,779

Pre-production DKK 11,693

Shooting DKK 11,693

Post production DKK 8,779 – 11,693

The weekly rate includes all overtime.

Unit managers' total research and pre-production periods will be paid at the research rate for the first half of the period and at the pre-production rate for the second half of the period, always provided that the research rate is payable only if the total research/pre-production period exceeds four weeks.

Unit managers will be paid an amount of DKK 6,615 for the first half of the post-

production period and DKK 8,810 for the second half of the period, always provided that the unit manager is guaranteed one post-production period at DKK 8,810. The following applies to research, pre-production and post-production periods alike: If the periods amount to an odd number of weeks, the odd week triggers payment of DKK 8,810.

Location manager

Research DKK 8,779

Pre-production DKK 11,693

Shooting DKK 11,693

Post production DKK 8,779 – 11,693

The weekly rate includes all overtime.

Location managers' total research and pre-production period will be paid at the research rate for the first half of the period and at the pre-production rate for the second half of the period, always provided that the research rate is payable only if the total research/pre-production period exceeds four weeks.

Location managers will be paid an amount of DKK 6,615 for the first half of the post-production period and DKK 8,810 for the second half of the period, always provided that the location manager is guaranteed one post-production period at DKK 8,810.

The following applies to research, pre-production and post-production periods alike: If the periods amount to an odd number of weeks, the odd week triggers payment of DKK 8,810.

Production coordinator

Research DKK 7,981 – 8,779

Pre-production DKK 9,214 – 10,137

Shooting DKK 9,214 – 10,137

Post production DKK 7,981 – 8,779

The weekly rate includes all overtime.

Production coordinators' total research and pre-production period will be paid at the research rate for the first half of the period and at the pre-production rate for the

second half of the period, always provided that the research rate is payable only if the total research/pre-production period exceeds four weeks.

Production coordinators will be paid an amount of DKK 6,014 - 6,615 for the first half of the post-production period and DKK 6,943 – 7,638 for the second half of the period, always provided that the production coordinator is guaranteed one post-production period at DKK 6,943 – 7,638. The following applies to research, pre-production and post-production periods alike: If the periods amount to an odd number of weeks, the odd week triggers payment of DKK 6,943 – 7,638.

Production assistant

Grade 1: DKK 7,696

Grade 2: DKK 8,150

Grade 3: DKK 8,601

Standard rate: DKK 9,052

The weekly rate includes all overtime.

Production assistants are entitled to a premium for unsocial hours and Saturday and Sunday pay in accordance with clauses 9 and 10 of the collective agreement.

Runner DKK 6,105

The pay includes up to 15 overtime hours per week.

Caster DKK 7,833 – 10,137

Normal overtime.

Film school trainees and other trainees

First film DKK 4,233

Second film DKK 4,870

The pay and pension contributions payable for individual trade groups are set out in the attached pay appendices.

In certain cases, individual allowances may be granted in addition to the standard rate of pay. Individual allowances do not constitute part of the basic hourly rate of pay.

4.7

The producer and film workers in the following trade groups may agree on a fixed price for the work by free negotiation:

Assistant director

Director of photography

Camera operator

Set designer

Head properties manager

Editor

Assistant editor

Sound engineer (shooting and post production)

Assistant sound engineer

Production manager

Unit manager

Location manager

Production coordinator

Caster

4.8

Any research overtime will be calculated on a weekly basis and paid according to the provisions of the post-production agreement (see clause 12).

4.9

Single-day engagements – that is, engagements of less than one week's duration – in connection with temporary jobs due to illness and the employment of extra assistance will be paid on a day-to-day basis calculated as a conversion of the weekly pay plus a 10% premium.

Make-up artists, costume designers and electricians engaged as extraordinary assistance for up to four hours per day will be paid at the hourly rate of pay plus 10%.

4.10.

Shooting overtime is defined as: Overtime according to the closing time of the daily report. The basic hourly rate of pay is defined as 1/39 of the weekly pay, including any personal allowances, see 4.4

4.11

Film workers in the following trade groups:

Production manager

Unit manager

Location manager

Production coordinator

doing research on Saturdays and Sundays will be paid at the weekly rate of pay for research divided by five without allowances or may take time off in lieu subject to agreement between the producer and the film worker.

Film workers shooting on Saturdays and Sundays will be paid at the weekly rate of pay for shooting divided by five without allowances or may take time off in lieu subject to agreement between the producer and the film worker.

Film workers will receive a premium for unsocial hours in connection with shooting.

5. STANDARD HOURS OF WORK

5.1

A standard working week is 39 hours, Monday to Friday, and is scheduled as follows unless otherwise agreed: 4 days of 8 hours and one day of 7 hours, including a 15-minute break. In addition, a 30-minute break without pay must be held.

5.2

Normally accepted working hours are from 06.00 to 19.00.

In case of transport directly from the film worker's address to the pre-arranged location within the Copenhagen City and Regional Transport fare zones 1 – 44 and 66, that is, zones 1-4, 30-33, 40-44 and 66 (in other parts of the country, provided they are located in the same or a neighbouring municipality), standard hours of work do

not begin until the film worker has arrived at the location.

5.3.

If the working day is scheduled within the standard hours of work (06.00 – 19.00), notice of the time at which the film worker has to be at work must be given at the end of work the day before.

6. SPECIAL UNSOCIAL HOURS

6.1

Special unsocial hours are a flexible working hours scheme according to which, within the 39-hour working week, film workers may be required to work for up to 9¾ hours a day for 4 days without overtime pay against being entitled to a day off on the 5th day within the standard working week. This day off must be taken immediately prior to or after a weekend.

6.2

Use of special unsocial hours is always subject to agreement between the producer and the film crew spokesman.

6.3

Special unsocial hours can be agreed for an indefinite number of weeks, always provided that the standard working week in connection with special unsocial hours ends no later than at 03.00 Friday morning.

6.4

If, at the producer's request, during a week in which special unsocial hours are worked, the film worker agrees to work on the day on which he or she is entitled to a day off, the film worker will be paid at the basic hourly rate of pay plus 100%. Overtime in excess of 9¾ hours during the remaining four days will be paid for according to the provisions of clause 7.

6.5

Other agreements regarding work outside normal working hours, see clause 5, for

which no allowances are payable, can only be entered into subject to agreement with FAF.

7. OVERTIME AND NOTICE OF OVERTIME ON WEEKDAYS

7.1

- a) Overtime Monday to Friday can be calculated and paid for in whole, half or quarter hours.
- b) Notice of overtime must as far as possible be given one day ahead, but no later than four hours before the day's programme ends. Unnotified overtime may not be worked unless agreed with the spokesman.
- c) The first and second overtime hours are payable at a 50% premium on the basic hourly rate of pay, provided notice has been given in accordance with 7.1.b. The third hour and upwards are payable at a 100% premium on the basic hourly rate.
- d) Unnotified overtime is payable at a 50% premium for the first hour and a 100% premium for subsequent hours.
- e) Unnotified overtime in excess of two hours may not be worked unless agreed with the spokesman.

8. UNSOCIAL HOURS

8.1

Unsocial hours are: Monday 19.00 – 24.00. Tuesday to Thursday 00.00 – 06.00 and 19.00 – 24.00, and Friday 00.00 to 06.00 and 19.00-20.00
(see clause 9).

8.2

If working hours are scheduled, wholly or partly, for the unsocial-hour-period, notice hereof must be given at least two days in advance.

8.3

Hours between 00.00 - 06.00 on Mondays and between 19.00 - 24.00 on Fridays may not be worked during the same week.

8.4

A premium of 50% is payable for unsocial hours worked (19.00 - 06.00). If shooting during unsocial hours is necessary for artistic reasons, that is, the film script or similar circumstances require shooting in the evening/during the night, a premium of DKK 65 per hour is payable instead of the percentage premium. If shooting during unsocial hours is necessitated by an actor's engagement elsewhere, the hourly rate of pay still increases by 50%.

8.5

Unsocial-hour premiums for overtime are only paid when the standard hours of work are wholly or partly scheduled for the unsocial-hour period.

8.6

If overtime is worked in connection with unsocial hours, notice of such overtime must be given at least four hours before overtime commences.

8.7

Unnotified overtime may only be worked in connection with unsocial hours subject to agreement with the spokesman.

8.8

Overtime in excess of two hours in continuation of unsocial hours may only be worked subject to agreement with the spokesman.

9. WEEKENDS

9.1

Weekend work begins Friday at 20.00 and ends Monday at 06.00 (see clause 8).

9.2

Weekend work is payable by the hour at the basic hourly rate of pay plus 75% and payment must be made for at least three hours. If weekend hours are worked on both Saturdays and Sundays, the weekend premium is 100%.

9.3

If more than eight hours are worked, an additional 50% of the basic hourly rate of pay will be added to the following two hours. If more than ten hours are worked, the basic hourly rate of pay plus 75% plus 100% will be paid.

9.4

Premiums can amount to a maximum of 175% of the basic hourly rate of pay, but see 9.2, second sentence.

9.5

Weekends may be worked only if workers are notified at least five days in advance and only subject to agreement with the spokesman.

9.6

Weekend work may be cancelled if a cancellation deadline has been agreed with the spokesman at least five days in advance. If the cancellation deadline is met, no payment will be made.

9.7

The premiums payable to individual trade groups are stated in Appendix 2.

10. PUBLIC HOLIDAYS

10.1.

Work on public holidays and on Christmas Eve, New Year's Eve and Constitution Day is payable at the basic hourly rate of pay plus 100%, but for a minimum of three hours. Constitution Day is a full public holiday to the effect that a full day's public holiday payment will be made.

10.2

If more than eight hours are worked, an additional 50% of the basic hourly rate of pay will be added to the following two hours. If more than ten hours are worked, the basic hourly rate plus 100% plus 100% will be paid.

10.3

Premiums can amount to a maximum of 200% of the basic hourly rate of pay.

10.4

Public holidays, etc., may be worked if workers are notified at least five days in advance and subject to agreement with the spokesman.

10.5

Public holiday work, etc., may be cancelled if a cancellation deadline has been agreed with the spokesman at least five days in advance. If the cancellation deadline is met, no payment will be made.

11. PAYMENT FOR WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS OR TIME OFF IN LIEU

11.1

For work during weekends, on public holidays, Christmas Eve, New Year's Eve and Constitution Day, the producer must agree with the spokesman whether the film worker will be paid or must take time off in lieu.

Time to be taken off in lieu must be scheduled in agreement with the spokesman.

11.2

Work agreed upon but not performed is payable at 50% of the amount payable had the work been performed.

11.3

Eight hours of work on a Saturday, Sunday or public holiday can be compensated by two consecutive days off or by one day off plus payment of the premium, provided the parties agree.

11.4

The producer must agree with the spokesman whether ordinary overtime must be paid for or time must be taken off in lieu. Overtime hours to be taken off in lieu must be scheduled in agreement with the film worker. Overtime hours taken off in lieu must be taken in the ratio of 1 (including premiums) to 1 (including premiums). Only whole

lieu days can be taken.

12. POST-PRODUCTION TERMS

12.1

The post-production provisions mentioned below for sound directors, assistant sound directors, sound assistants (however, only if an assistant sound director has been engaged), editors and assistant editors replace clauses 5-11.

12.2

A standard working week is 39 hours Monday to Friday, including a 30-minute break per day.

12.3

The film worker must plan his or her daily working hours with due regard for the production schedule and in such a way that the weekly standard working hours (39 hours) have been met no later than Sunday at midnight.

12.4

At the end of the week, if the film worker has not worked the required number of standard working hours, any hours owed will be transferred to the following week and so forth. Such hours will always be regarded standard hours. The producer is not entitled to discharge the film worker without pay.

12.5

The film worker undertakes to keep a time sheet of work performed on a daily basis. At the end of the week, the time sheet must be handed over to the producer for approval.

12.6

- a) Work performed during the period Monday to Friday that exceeds the weekly standard of 39 hours is considered overtime.
- b) Overtime performed during the period Monday to Friday is payable at the basic hourly rate of pay plus 50% for the first five hours and at the basic hourly rate of pay

plus 100% for subsequent hours.

- c) Work ordered for Saturdays, Sundays and public holidays is payable at the basic hourly rate of pay plus 75% plus any overtime premium.
- d) If, during a weekend, work is ordered for both Saturday and Sunday, the basic hourly rate of pay plus 100% plus any overtime premium is payable.

12.7

- a) The producer must agree with the film worker whether hours worked on Saturdays, Sundays or public holidays will be paid for or time must be taken off in lieu. Time to be taken off in lieu must be scheduled in agreement with the film worker.
- b) Eight hours of work on a Saturday, Sunday or public holiday can be compensated by two consecutive days off or by one day off plus payment of the premium, provided the parties agree.

12.8

- a) During overtime, the film worker is entitled to a 30-minute paid break every four hours.
- b) Meals during overtime will be paid for by the producer.

13. REST PERIODS AND REST DAYS

The producer undertakes to organise production so that sections 50(1), 51(1) and 52 concerning rest periods and rest days of the Danish Working Environment Act (*Lov om Arbejdsmiljø*) (1998-06-29 No. 429) are observed.

Section 50(1) reads: "The hours of work shall be organised so as to allow employees a rest period of at least 11 consecutive hours within every period of 24 hours."

Section 51(1) reads: "Within each period of seven days, the employees shall have a weekly 24-hour period off which shall be in immediate connection to a daily rest period. The weekly 24-hour period off shall, as far as possible, fall on a Sunday, and, as far as possible, at the same time for all employees at the enterprise."

Section 52 reads: "Where the normal operation of an enterprise is being, or has been, disturbed by acts of nature, accidents, breakdowns of machinery or similar unforeseeable events, the provisions of sections 50 and 51 may be set aside to the

necessary extent. The fact that the provisions have been set aside shall be recorded in the inspection book or any similar documentation."

14. BREAKS

14.1

The lunch break must commence no earlier than three hours and no later than five hours after the time at which the production crew reports for work. If the break is not commenced within the period stated, the producer must pay a subsistence allowance (lunch) in accordance with the full rates of the Danish Ministry of Finance/Danish Tax Authority (see Appendix 2).

14.2

Overtime for up to two hours does not entitle the film worker to a break/payment of subsistence allowance. If shooting continues after two overtime hours, the film worker is entitled to a 45-minute break with pay and a meal paid by the producer. If the overtime worked is not shooting overtime and if work continues after 2 hours of overtime, the film worker is also entitled to a 45-minute break with pay and a meal paid by the producer.

14.3

The entire film crew need not take breaks simultaneously.

15. TRANSPORT, TRAVELS AND SUBSISTENCE ALLOWANCE

15.1

Transport is the term used to designate transport time directly related to shoots, for example, transport from the production address/place of accommodation to the location and back.

Travel is the term used to designate travel time with no direct relation to shoots, for example, arrival at the location the day before shooting starts or departure the day after shooting has ended.

15.2

The film worker is responsible for transport from his or her address to the production

address and/or the location, provided it is situated within the Copenhagen City and Regional Transport fare zones 1-44 and 66, that is, zones 1-4, 30-33, 40-44 and 66. If the production or location addresses cannot be reached by public transport, the producer is responsible for transport from the nearest station. In other parts of the country, the film worker is responsible for transport from his or her address to the production and/or location addresses, provided they are situated in the same or a neighbouring municipality.

15.3

The producer is responsible for transport between the production address and the location, provided the location is situated outside the Copenhagen City and Regional Transport fare zones 1 – 44 and 66, that is, zones 1-4, 30-33, 40-44 and 66.

The producer is responsible for transport between different shooting locations in the course of a day.

15.4

Two production addresses can be established for one production, provided the production addresses are located within zones 1 – 44 and 66, that is, zones 1-4, 30-33, 40-44 and 66 (in other parts of the country, provided they are located in the same or a neighbouring municipality).

15.5

If transport takes place directly from the film worker's address to the pre-arranged location in the Copenhagen City and Regional Transport fare zones 1 – 44 and 66, that is, zones 1-4, 30-33, 40-44 and 66 (in other parts of the country, provided they are located in the same or a neighbouring municipality), the standard hours of work do not begin until the film worker has arrived at the location.

15.6

The producer only pays mileage allowance to the film worker subject to prior agreement.

15.7

The producer must pay all travel expenses in connection with the production.

15.8

Payment for any travel or lay day is calculated as a normal eight-hour working day. One-thirty-ninth of the weekly pay will be paid per hour of travel for travel time in excess of an eight-hour period up to and including the tenth hour.

15.9

Travel on Saturdays, Sundays and public holidays is payable at the ordinary day rate provided the fastest connection is used as late as possible for departure and as early as possible for the return trip. If the fastest connection is not used, the ordinary day rate plus 50% is payable, see, however, subclause 15.8. Travel time is not considered weekend work under clause 9.

15.10

The film worker undertakes to follow the producer's instructions regarding departure time and estimated arrival at the location. If, subject to agreement with the producer, the film worker chooses to travel to the location directly in connection with the shoots, travel time is not included in the calculation of overtime.

16. ACCOMMODATION AND SUBSISTENCE ALLOWANCE

16.1

Meal and accommodation expenses are payable by the producer at the full rates of the Danish Tax Authority's circular on hourly and per diem allowances.

The producer may also choose to provide board and lodging for the film crew. In that case, the standard thereof is subject to approval by the spokesman.

Compensation for special circumstances can be agreed between the producer and the spokesman.

17. SPOKESMEN

17.1

At the first crew meeting, the producer or its representative must inform the crew about production conditions, including anticipated shootings outside normal hours.

17.2

A spokesman and an alternate spokesman are elected at the first crew meeting. The spokesman receives a copy of all contracts on behalf of FAF, unless the producer itself chooses to send the contracts to FAF. Both parties must treat the contracts confidentially.

17.3

If a spokesman is dismissed, there must be compelling reasons for doing so.

17.4

If the producer intends to dismiss a spokesman, the matter must be negotiated with FAF prior to dismissal.

17.5

After the negotiations mentioned in subclause 17.4, the parties may request that the matter be heard by an arbitration tribunal to be set up according to the provisions of clause 26.

17.6

If the arbitration tribunal is satisfied that the employment relationship cannot continue, the producer must pay compensation. The amount of such compensation, which is to be fixed by the arbitration tribunal, depends on the facts of the case.

17.7

If problems requiring immediate attention arise during production, a spokesman is entitled to convene a meeting during working hours to last no more than 15 minutes at a maximum, but only one meeting per working day.

17.8

The producer or his representative is under an obligation to meet the spokesman and the crew, if applicable, for up to two hours after the end of working hours on the same day that the problems requiring immediate attention arose.

Neither the crew nor the spokesman will receive pay for such meetings.

17.9

The producer must keep the spokesman informed in the best possible manner of all information of relevance for the spokesman's performance of his duties.

18. HOLIDAYS

18.1

Film workers employed under this collective agreement are covered by the Danish Holiday Act, No. 273 of 4 June 1970 (*Lov nr. 274 af 4. juni 1970 om ferie*), as amended.

18.2

Instead of paying wages on public holidays as distinct from Sundays, the producer must pay an extra 2% holiday allowance of the holiday qualifying pay paid under the collective agreement to the FAF public holiday association. However, the producer is exempted from making payments to the FAF holiday association during the period 1 July 2007 to 30 June 2008.

19. GENERAL PROVISIONS

19.1

Film workers may not make financial transactions in connection with shooting the film without the producer's consent.

19.2

Film workers may not disclose circumstances concerning the film script and shooting without the producer's permission.

20. CREDITS

20.1

In accordance with good practice, the producer must credit all staff employed under this collective agreement in opening and closing credits.

21. ILLNESS

21.1

If a film worker is unable to perform his or her duties due to illness, any resulting absence is considered a valid excuse for such absence, unless the film worker contracted the illness during the contract term deliberately or by gross negligence or, on conclusion of the contract, the film worker fraudulently failed to disclose that he or she suffered from the illness concerned. If the film worker's illness means that he or she cannot return to the production, pay will be reduced to 75% of the agreed pay during the notice period.

21.2

If the nature and duration of the film worker's illness is such that it is estimated to cause considerable practical problems and an ensuing financial burden, the producer is entitled, should he so wish, to terminate the contract in writing at four weeks' notice.

21.3

In the event of illness, the producer may call in a stand-in for the film worker without notice.

22. TERMINATION OF CONTRACT

22.1

The producer may terminate an engagement agreement concluded, provided the termination is made in writing and the film worker is in receipt of the termination no later than four weeks before the date of commencement of the engagement.

22.2

If the contract is terminated later than four weeks prior to the engagement commencement date, the producer must pay the film worker 100% of the agreed contract amount.

22.3

If the contract is terminated later than four weeks prior to the engagement commencement date because the film is cancelled due to circumstances for which the producer cannot be blamed, the producer must pay the film worker for any work performed as well as compensation of 50% of the remaining contract amount.

22.4

The film worker undertakes to limit his or her losses in connection with the cancellation in accordance with the law of damages in Denmark. However, any set-off in the cases mentioned in subclause 22.3 will not be effected until the film worker has earned a salary elsewhere and such earnings together with the compensation from the producer equal the agreed contract amount. Furthermore, any set-off against the compensation in the cases mentioned in subclauses 22.2 and 22.3 will be calculated on a daily basis.

22.5

The compensation will be paid fortnightly in arrears, see subclause 4.2, less pay earned during the same period, calculated according to subclause 22.4. The film worker must solemnly declare his income during the compensation period.

22.6

If, without due cause, the film worker fails to turn up for shooting at the time agreed between the parties or fails to turn up altogether, or if the film worker generally fails to comply with the wording of the contract, the film worker is liable in damages according to the general rules of law. Furthermore, the producer is entitled to immediately terminate the contract in such cases.

22.7

The producer also undertakes to comply with the wording of the contract and in the event of breach, will be liable in damages according to the general rules of law.

23. JOB DESCRIPTIONS

23.1

A film crew must normally include the following main functions:

Assistant director
Director of photography
Camera operator
Grip
Stills photographer
Script
Gaffer
Head properties manager
Sound engineer
Assistant sound engineer
Set designer
Head make-up artist
Chief wardrobe
Production manager
Unit manager

For 35 mm productions, the film crew must include a clapper-loader.

23.2

After assessment of the need in consultation with those responsible for the main functions, the staff for the other job functions mentioned in clause 1 must be appointed. The producer will endeavour to finally budget the respective production accounts in consultation with the people responsible for the main functions.

23.3

This staffing rule will not apply if one of the following three conditions have been fulfilled:

- The production is a "concept film"
- The planned production length is less than 60 minutes
- The budgeted per-minute price of the production is less than DKK 100,000

23.4

If special circumstances make it reasonable to omit certain functions or to have the same film worker handle several functions, such changes are subject to approval by the Exemption Committee (*Dispensationsudvalget*), see Protocol 4.

24. PRODUCER'S EXPLOITATION RIGHTS

24.1

Under the contract, the producer acquires exclusive, indefinite rights to broadcast the film worldwide and deal with it by making copies of the film and making it available to the public by selling, renting or lending it in any format and media whatsoever, including interactive media, by disseminating the film to the public in any way, irrespective of method; and by publically presenting it through cinema viewings, institutional screenings or television broadcasting, irrespective of whether the film was shot using analogue or digital technology and whether dealing with the film involves the entire film or parts hereof. Moreover, the producer is entitled to provide the film with subtitles or dub it in any language. The producer's exploitation rights also apply to any photographic material, etc., including the negatives prepared by the stills photographer by virtue of this contract.

24.2

Remuneration for the producer's exploitation rights under subclause 24.1 must be paid according to the following guidelines:

- a. Once the private producer's equity with the addition of 20%, and the capital invested by TV companies – as defined in the Danish Film Institute's (*the DFI's*) production subsidy terms (the consultant and 60/40 schemes) – have been recouped through the film revenues, except for the revenues mentioned in subclauses 24.2.d and 24.2.e, a 1% royalty of the film producer's and other private investors' revenues are payable to FAF. Royalty must be paid before revenues are distributed through the film producer and other contributors to the private invested capital.

If as a result of exploitation under subclause 24.1, the producer's revenues cannot be considered to fall within the "film revenue" basis defined by the DFI, the film producer must enter into a separate agreement on royalty payments, etc., with FAF. The

parties agree that the Copy-Dan Art price list for reproduction, public viewings/broadcasting on screen of previously published works of art must form the basis of payment to stills photographers for exploitation beyond payment already made for the use of still photographic material in connection with launching the film on all media, see also Protocol 3.

b. In connection with co-productions with foreign producers, only royalty on the Danish producer's revenues is paid.

c. The remuneration mentioned in 24.2.a represents a special royalty payment to the FAF members that enjoy copyright protection.

d. The parties' right to remuneration for the transmission of radio and TV signals, see section 35 of the Danish Act on Copyright, can be asserted independently of this collective agreement.

e) The parties' right to remuneration for copying blank tapes, see sections 39-46 of the Act on Copyright, can be asserted independently of this collective agreement.

f. The right to remuneration for rental and lending as defined in the EU Directive on rental and lending is comprised by the royalty provision of 24.2.a.

24.3

All rights to currently known or future applications of the finished product that have not been acquired by the producer by virtue of subclause 24.1 belong to the author.

24.4

The producer is entitled to transfer and resell the rights to the film subject to compliance with the provisions of this collective agreement.

Exploitation of the rights referred to in the contract and collective agreement is generally conditional on the producer's correct and timely payment of the remuneration stipulated in the collective agreement.

If the producer fails to settle payments due for more than 30 days after receipt of a

demand for payment by registered letter from FAF, all the producer's future rights will lapse by FAF subsequently sending a written statement to this effect to the producer. However, the producer is entitled at any time to recover the rights by settling the payments due, with the addition of default interest from the due date and such reasonable legal and other costs as FAF may have incurred as a result of the producer's breach.

In the event of the producer's bankruptcy or suspension of payments, all the producer's rights will lapse 30 days after a bankruptcy petition has been filed or suspension of payments has been filed for, as the case may be, unless full and adequate security has been provided in advance for the timely settlement of all payments due, including payments due prior to filing the petition/filing for suspension of payments.

The author's conditions for transferring the right of exploitation and powers under this provision will apply correspondingly to the producer's partial or universal successors in the rights to the film, always provided that all demands and notices can still be served on the producer with binding effect on such successors also, until FAF has been notified by registered letter of the succession specifying a representative for the successor domiciled in Denmark to whom future notices and demands can be served with binding effect on the successor.

24.5

In any case, the royalty payment referred to in subclause 24.1 will be paid directly to FAF, which will then decide about the distribution of the remuneration received to its members in accordance with the decisions made by FAF's competent body.

24.6

FAF is entitled to demand documentation of revenues and expenses in connection with the exploitation of the film and has the right to demand a full inspection of the film accounts if it has doubts about correct settlement to FAF.

25. JOINT TRADE COMMITTEE

25.1

If disagreements arise as to the construction of this collective agreement which

cannot readily be solved through negotiation between the producer and the film crew, possibly with the assistance of the parties to this collective agreement, either party may bring the disagreement before the Joint Trade Committee. The committee will consist of up to six members, of which either party appoints up to three members.

25.2.

Joint Trade Committee members must convene within one week of one party having made a request in writing to the other party for a disagreement to be heard by the Joint Trade Committee. The parties' secretariats will agree on the time and venue for the Joint Trade Committee Meeting.

25.3.

Joint Trade Committee decisions are binding on both the producer and the film crew as well as on their organisations. Committee decisions are subject to unanimity. Failing unanimity, either party may refer the matter to arbitration according to the rules of clause 26.

26. ARBITRATION

26.1

Any issue concerning the construction, performance or termination of this collective agreement that has not been decided by the Joint Trade Committee must be decided finally and conclusively by an industrial arbitration tribunal consisting of a total of three members. The following provisions apply to the arbitration tribunal:

1. The party requesting arbitration must notify the other party in writing by registered letter of the request for arbitration, the issue to be brought before the industrial arbitration tribunal and his or her choice of arbitrator.
2. Within 14 days of receipt of this notice, the other party must notify the first party in writing by registered letter of his or her choice of arbitrator. If the time limit is exceeded, the Industrial Court will appoint the arbitrator concerned.
3. The arbitrators will appoint a lawyer as umpire and chairman of the industrial arbitration tribunal. If the arbitrators fail to agree on the choice of umpire within a week, the umpire will also be appointed by the President or Vice-President of the Industrial Court, as the case may be.

4. The arbitrators will lay down all rules of the arbitration procedure.
5. The arbitration award is final and binding on both parties.
6. In its award, the tribunal may decide which party is to pay the costs of the arbitration, including the arbitrators' fees.

27. RENEWAL OF COLLECTIVE AGREEMENT

27.1

If negotiations for a new collective agreement after termination of a previous collective agreement have not been completed on expiry of the collective agreement, the collective agreement will continue to apply until a new agreement has been entered into or until either party takes industrial action (strike, blockade, lockout or boycott) on its members' behalf.

27.2

Notice of the industrial action must be given by special registered letter no later than seven days prior the planned initiation of the industrial action.

28. TERMINATION OF COLLECTIVE AGREEMENT

28.1

The collective agreement takes effect on 1 July 2007.

28.2

Either party may terminate the collective agreement at three months' notice to expire on 31 December of any year, but no earlier than on 31 December 2009.

Date

Date

Protocols to the collective agreement of 1 July 2007 between the Danish Producers' Association and FAF concerning feature films and short fiction films

Protocol 1

The parties agree to set up a mandatory pension scheme with collective risk coverage. In addition to the retirement pension – no later than at the time at which the pension scheme can be considered fully developed – the pension scheme must include an element of disability cover and cover on death.

After the parties' approval, payments may be made into an already established pension scheme for a transitional period.

The parties agree that in connection with future renewals of the collective agreement, the pension scheme should be expanded to include other joint collective agreements.

Protocol 2

The parties agree that unemployment benefit is defined as pay in clause 22 of the collective agreement concerning termination of the contract.

Protocol 3

The parties agree that all exploitation of rights in respect of which exploitation revenues fall under the DFI's definition of film revenues is considered primary exploitation for which the producer need not enter into separate exploitation or payment agreements, because exploitation is comprised by the producer's acquisition of rights under subclause 24.1 of the collective agreement and paid for by the payment of royalty to the film workers under subclause 24.2.a of the collective agreement.

The parties also agree that, in practice, the DFI's approval of the accounts submitted by the producer will be taken into account as regards the correctness of the calculated revenue basis, although FAF will formally maintain its rights under subclause 24.6 of the collective agreement.

The above will apply correspondingly to the film producer's exploitation of the stills photographer's photographic material, etc., including negatives, and the parties also agree that under the collective agreement, the producer has paid remuneration for any use of still photographic material in connection with the film being launched on all media.

The parties agree that in exploiting the stills photographer's photographic material, the producer must be particularly aware of moral rights and the Act of Copyright provisions on quotations.

Protocol 4

Setting up an Exemption Committee under subclause 23.4.

An exemption committee will be set up with two representatives from each of FAF and the Danish Producers Association, and an umpire to be appointed by the two parties jointly.

FAF and the Danish Producers' Association will draw up terms of reference for the committee work, the basic assumption of which is that productions can be completed satisfactorily in terms of safety.

The terms of reference must also lay down the procedure for the committee's consideration of applications for exemption.

Protocol 5

Setting up a Maternity Association and a Training and Education Association

FAF and the Danish Producers' Association agree to set up a maternity association and a training and education association. These associations will be managed jointly, and the parties to the collective agreement must agree on the use of the funds paid into the associations.

Protocol 6

Spokesmen

FAF and the Danish Producers' Association agree to set up a general training and education programme for spokesmen. Funds will be allocated from the financial resources provided in connection with the renewal of the collective agreement for the purpose of granting spokesmen a premium in addition to their general pay as

compensation for the additional work that their duties entail.

FAF and the Danish Producers' Association will draw up guidelines for the spokesman scheme describing the spokesman's functions and related tasks. Similarly, the content and programme for the training and education of spokesmen will be planned and organised jointly.

The use of the funds allocated for paying, training and educating spokesmen is subject to agreement between the parties to the collective agreement.

Protocol 7

Other pay claims made by the parties to the collective agreement during the renewal negotiations will be considered by a committee during the term of the collective agreement, with the exception of runners' pay, which will be reviewed immediately, and an agreement for special pay to young people under the age of 18 with no prior knowledge of the trade.

Protocol 8

The parties agree to continue efforts to obtain exemption from the unemployment and daily cash benefit rules according to which the extra hours entailed in working a 39-hour working week rather than a 37-hour working week must be taken off in lieu.

Protocol 9

FAF and the Danish Producers' Association agree to set up apprenticeships in areas where the parties agree that a need for recruitment exists.

Date

Date

Danish Producers' Association

Danish National Trade Union for
Film and Television Workers