

# IATSE 669 Western Canada Agreement



March 29, 2009 – March 31, 2012

**Final**

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## PREAMBLE

The purpose of the Agreement is to secure for the Employer, IATSE Local 669 (hereinafter referred to as or “the Union”) and the Motion Picture Technicians (hereinafter referred to as “Employees”), the full benefits of orderly and legal collective bargaining, the interests and welfare of the Employees, economy of operation, quality of production, and the orderly and final resolution of all disputes between the Employer and Local 669 without stoppage of work. It is recognized by this Agreement to be the duty of the Parties to cooperate fully, individually and collectively, for the advancement of the said conditions and to foster a friendly spirit of cooperation between the Employer and the Employees. To this end, this Agreement is signed in good faith by both Parties.

The Employer and Local 669 agree to abide by the terms and conditions set out in this Agreement. Local 669 further agrees that it will instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees that in the exercise of its function as management, the provisions of this Agreement will be carried out.

Notwithstanding the above, in the event of conflicting language in a dispute, grievance or arbitration proceeding, the covenants contained in this Agreement shall take precedence over this Preamble.

Within this document, the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine.

## Definitions:

**Call or Call Time** means the place and hour of commencement of work for an Employee.

**Loan-Out Company** means the corporation through which the lent-out Employee furnishes his or her services.

**Over-Scale** means those wages which an Employee has contracted with the Employer over and above the Scale Wages provided in this Agreement.

**Permittee** means a person who is not a Member who has been issued a valid work permit from the appropriate Council member Union under Article 3.

**Scale Wages** means the applicable hourly rate per Appendix “A,” & Supplemental

**Employee’s Straight Time Contracted Hourly Rate** means Scale Wages plus Over-Scale, if any.

**Western Canada** means the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba and the Territories of the Yukon, Northwest Territories & Nunavut.

*Terms to be Given Common Industry Meaning: Unless otherwise specifically defined herein, the terms used shall be given the common meaning in the motion picture industry. Unless the context requires otherwise, words denoting one gender shall include all genders.*

## Article One: Obligations and Recognition

- 1.01 Bargaining Unit:** The Producers recognize the Union as the sole bargaining agent for all persons or loan-out corporations employed or engaged under this Agreement in the classifications listed in the attached Appendix "A," all of whom are called "Employees" with respect to productions within the exclusive jurisdiction of the Union and as to other productions which an Employer (as defined in Article 1.02 below) elects to produce under this Agreement.
- 1.02 Adherence to Agreement:** Any person or corporation now or hereafter engaged in the business of producing motion pictures in Western Canada shall be afforded the opportunity of becoming a party to this Agreement. When reasonable grounds exist to believe that a prospective Employer will be unable to meet its financial obligations under the Agreement the Union may refuse to permit that prospective Employer to adhere to the Agreement.
- 1.03 Prior Obligations:** This Agreement shall not be construed to interfere with any obligation the Union owes their respective national and international organizations by reason of prior obligation or collective agreement, provided that the foregoing shall in no event be construed or applied as to contravene any applicable Federal or Provincial Law, and provided that the Employer has been given express written notice of any such prior obligation before adhering to the Agreement.
- 1.04 Scope:** The conditions of work and the rates of pay provided herein shall apply only to Employees and Employers engaged in the production of one (1) hour episodic television series, including one (1) hour pilots, for prime-time exhibition on the ABC, CBS and NBC television networks, and High budget Feature Motion Pictures for initial exhibition as theatrical motion pictures. For purposes of this Agreement, "High-Budget-Feature Motion Pictures" are motion pictures that have budgets for Labour costs exceeding four million dollars (\$4,000,000).
- 1.05 Non-Exclusive Jurisdiction and Scope:** Motion pictures not specifically identified in Article 1.04 above are within the jurisdiction of the Union and Scope of this agreement only if an Employer, with the consent of the Union, elects to produce such a motion picture under the terms of this Agreement.
- 1.06 Labour Relations Legislation:** The operation of any pertinent section of the applicable labour relations legislation, regarding early termination of this Collective Agreement, shall be excluded; termination shall be pursuant to Article 17.01 of this Agreement.
- 1.07 Minimum Rates:** The Minimum Rates enumerated in the Appendix & Supplemental to this Agreement are basic minimum scales and nothing in this Agreement shall prevent an Employer from paying the Employees a rate higher than these Minimum Rates, but no Employer will be obligated to pay more than the Minimum Rates without bargaining with an individual Employee for a higher rate and reaching an agreement to pay that Employee a higher rate.

- 1.08 Employer's Exclusive Rights:** The Union recognizes that the Employer reserves all rights of management except where expressly limited by this Agreement.
- 1.09 Employer Rules and Regulations:** The Employer's reserved rights of management include the right to establish, and thereafter amend rules, provided that such rules are not inconsistent with the provisions of this Agreement. Any written rules established by the Employer shall be posted by the Employer at the work site and a copy of the rules is to be forwarded to the Union.
- 1.10 Good Standing:** The Employer agrees to employ only members in good standing with the Union. An Employee's failure to show good standing with the Union shall be sufficient just and reasonable cause for discharge. If any Employee fails to show good standing, then the Union will provide written notice of such failure to such Employee's Employer. The written notice will state the reason why the Employee is not a member in good standing as required pursuant to this Article, and that the Employee has been notified of such failure in writing. If the Employee fails to remedy his or her lack of good standing with the Union within three (3) days after the Employer receives such notice, the Employer shall discharge the Employee so long as such discharge is lawful. The Employer shall not be in default unless it fails to act, if necessary, within said time after receipt of such notice.

For the purposes of this Agreement, "good standing" means:

- (a) the Employee is not in arrears of dues uniformly required by the Union and the Employee has executed an assignment of wages pursuant to Article 9.06 of this Agreement, and has not revoked such assignment; or
  - (b) The Employee has a duly signed and sealed Union Work Permit.
- 1.11 Union Representatives:** Where possible, advance notice will be given to the Employer so an authorized representative of the Union shall be permitted to visit any production location or site during the hours when Employees are working, provided work is not disrupted and the representative complies with the reasonable and generally applied visitor and security rules established by the Employer.
- 1.12 No Strike; No Lockout:** The Union agrees that, during the term of this Agreement, there shall be no strike, work stoppages or disruptive activity by the Union or by an Employee, and the Employer agrees that there shall be no lockout of Employees. It shall not be a violation of this Agreement and it shall not be cause for dismissal or disciplinary action in the event an Employee refuses to go through or work behind any picket line related to a labour dispute, including such a picket line at the Employer's place of business, unless such picket line is deemed unlawful.
- 1.13 Currency:** All references to "dollars" or money rates of any kind in this Agreement, including its Appendix, are in Canadian Dollars except as expressly provided otherwise hereunder.

- 1.14 Applicable Law:** This Agreement is made and entered into in Western Canada and the laws of the appropriate jurisdiction in Western Canada shall apply to this Agreement.
- 1.15 Severability:** In the event a portion of this Agreement is found illegal by a tribunal of competent jurisdiction, the Parties agree that the balance of this Agreement shall remain in effect.
- 1.16 Enabling Procedure:** The Union will review each Employer's or prospective Employer's individual request to amend or modify this Agreement for a specific production. Within twenty-four (24) hours of receipt of the request, a representative of the Union may request a telephonic meeting with a representative of the party making such request. The representative of the Union and the representative of the party making such request must have authority to conclude an agreement which binds their respective principals to the modifications of this Agreement. The Union shall respond to a request for modification within three business days of receipt of the request, unless the party making such request agrees to extend the three business day deadline. Failure to respond to such a request within the said time limits or extensions thereof shall be deemed to be an acceptance of the proposed modification.
- 1.17 n/a**
- 1.18 n/a**
- 1.19 Subcontracting:** The Employer will not subcontract bargaining unit work which customarily and historically has been performed by Employees covered by this Agreement unless the Union consents thereto; or the Employer lacks the requisite equipment, technology, facilities or personnel to perform the work; or the work of the type being subcontracted has heretofore been subcontracted by a producer engaged in the motion picture and television industry in Western Canada. When practicable, the Employer shall deliver a minimum of one week's advance notice to the Union of its intention to subcontract.
- 1.20 Discrimination:** The Employer agrees it shall not discriminate against or engage in any harassment of any applicant for employment or Employee for reasons based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, union membership or activity, or on any other basis prohibited by applicable federal, provincial or territorial law.
- 1.21 Residency:** Employees must provide Canadian and provincial residency information sufficient to ensure that the production company is eligible to receive the federal and provincial incentives including tax credits. This information will be held in accordance with the applicable privacy legislation.

## **Article Two: Jurisdiction**

- 2.01 Territorial Jurisdiction:** The provisions of this Agreement shall apply to Western Canada (where not covered by the BCCFU) and, to the extent permitted by law,

any Employee hired in Western Canada that the Employer elects to transport outside the jurisdiction.

**2.02 Jurisdictional Disputes:** The Union agrees to co-operate in good faith with the Employer and other unions and guilds in the motion picture industry in resolving jurisdictional disputes. There shall be no work stoppages arising from jurisdictional disputes.

**2.03 Terms applicable to Low Budget Feature Films In Exclusive Jurisdiction**

For low budget theatrical motion pictures:

- Thirteen million five hundred thousand dollars CAD (13.5 million) and below: rates ten percent (10%) less than Feature rates and a fringe rate of four percent (4%) less than the theatrical fringe rate.
- Eight Million dollars CAD (8 million) and below: rates eighteen percent (18%) less than feature rates and a fringe rate of four percent (4%) less than the theatrical fringe rate.

The Union also gets a right to audit on these productions and any production that exceeds the money break has to adjust wages retroactively to the next Tier. In the event the Union exercises its right to conduct an audit and it is determined that the production exceeded the money break, the Employer shall pay the Union reasonable audit costs.

“Budget” means the total budget for a project and shall include offsets for tax credit for 669 labour and production incentives but does not include a contingency up to 10% of the Budget, costs of financing and bonds.

**Article Three: Work Permits**

**3.01 Work Permit Application:**

- (a) The Individual/Employer must apply for a Work Permit in the applicable form attached to this agreement and the individual shall not commence work in Western Canada until the Employer has a copy of the Work Permit signed by the individual and endorsed by the Union.
- (b) The properly filled out Union Work Permit Application, signed by the applicant, must be accompanied by the following information prior to the Union's consideration of such a request:
  1. The reasons for the necessity of that individual being permitted.
  2. A list of credits/credentials/professional awards and achievements and/or a professional resume of the requested permittee.
  3. Proof of the requested permittee's union affiliation and standing if applicable.

- (c) All permit requests for Individuals who are not members of the Union must be submitted with at least five (5) working days notice prior to the call. If there is no response to an application within five working days from the date of submission, the application will be deemed granted.
- (d) Work permits granted under Article 3.03 are in addition to and separate from permits granted under Article 3.04. Furthermore, all work permits granted under Article 3.03 and Article 3.04 will not result in the hiring of a counterpart position under Article 3.05.
- (e) The Employer hiring any person not represented by the Union for any job classification described in the Appendix to this agreement shall secure a Work Permit from the Union and if necessary, secure clearance from the Human Resources Development Canada (HRDC) in cooperation with the Union.
- (f) The rates, conditions, and/or terms of this Agreement must be fully met, except when another collective agreement applies which does not diminish the terms of this Agreement.

**3.02 n/a**

**3.03 Qualified Permits:**

After the Employer has given reasonable consideration (including the granting of an interview if requested by the Union) to available qualified applicants, the Union will grant to the Employer work permits for persons who satisfy the following criteria:

- (a) Persons who hold two (2) screen credits on dramatic productions (including situation comedy) that have employed the proposed Director, Producer, or Director of Photography; or
- (b) Persons who:
  - (i) hold three (3) screen credits in the position for which the persons will be employed; or
  - (ii) have personally received at least one (1) nomination for an internationally recognized industry award (e.g., Academy Award, Emmy Award, Golden Globe, Genie, Gemini, British Academy Award); or
- (c) Persons who will operate specialty equipment not available locally; or
- (d) Persons for whose position the Union is unable to supply qualified personnel.

Unless mutually agreed to, permits issued under Article 3.03 (a) and (b) above will be limited to one (1) provided, however, the Union will not unreasonably deny granting additional work permits consistent with past practices.

**3.04 n/a**

**3.05 Counterpart Job Classifications:** If the Employer chooses to hire an individual who is not a member of the Union and does not qualify for a work permit as set out in this Agreement, the company must hire a counterpart position. This counterpart position shall be filled at the discretion of the applicable department in concert with the Union. In the situation where a permit being granted is contingent on a counterpart position being hired from the Union, the member must be employed for at least the same work hours.

**3.06 Distant Location Local-Hire Work Permits:** Prior to hiring local Employees on distant location who are not represented by the Union, the Employer shall advise the Union that it is seeking to hire Employees on distant location. Within 3 business days of such notification by the Employer, the Union shall provide the Employer in writing with the names of Council represented Employees who either:

- (a) reside within a thirty (30) minute by automobile radius of the headquarters established by the Employer while on distant location and who are available to work on such job assignment upon the commencement of the job assignment; or
- (b) reside outside such thirty (30) minute radius, but who are willing to work as local hires on such job assignment upon the commencement of the job assignment.

Such Union represented Employees who are qualified for the job assignment in question shall be given such assignment. If the Union fails to supply the necessary number of qualified Union represented Employees to the Employer for the job assignment in question, the Employer may hire persons for the job assignment who are not represented by the Union. The Union will grant work permits to such Employees.

**3.07 n/a**

**3.08 n/a**

#### **Article Four: Hours Worked and Cancellations**

**4.01 Minimum Daily Call:** The minimum daily call — unless otherwise provided in the "Exceptions to Minimum Calls" Articles set forth in the Appendix to this Agreement — will be eight hours. There shall be no split shifts. An Employee may be called to work for not less than four (4) hours pay at the Employee's straight time contracted hourly rate, or in the case of flat-rate Employees, for not less than one-half (1/2) the flat-rate Employee's prorated salary for one-half day, for the following:

- a) production meetings;
- b) screening of rushes;
- c) screen tests;
- d) pick-up shots, inserts and re-shoots where work is to be performed by a bona-

- fide second unit;
- e) location scouting;

If an Employee on a four hour call as identified herein works more than four (4) hours with the approval of the authorized representative of the Producer, the call shall be an eight (8) hour minimum call.

#### **4.02 Minimum Work Week:**

- (a) Each individual Employee may have a different and distinct work week. The Employee's work week begins on the first day worked, unless the fractional work week is utilized in order to match the Employee's schedule with the work unit's work week. A "work unit" means a first unit, second unit, splinter unit, or any identifiable group of Employees working together within the Employer's productions.
- (b) The regular work week shall consist of any five (5) consecutive days out of any seven (7) consecutive days starting on the first of such five (5) days. The sixth (6th) and seventh (7th) days shall normally be the days off.
- (c) The Employer shall not lay off and rehire the same Employee within the same work week for the sole purpose of avoiding premium pay.
- (d) No Employee shall be entitled to bump another Employee in order to receive premium pay.
- (e) Once every six (6) shooting weeks, and in the case of episodic television, once between hiatus periods (i.e., between the commencement or resumption of production and a cessation of principal photography for the series for at least one week,) or more frequently where agreed by the Employer and Union, the Employer may shift the work week without penalty by doing the following:
  - (i) shift the work week forward by adding one or two additional days off from the regular work week and begin the shifted work week on the following day, and
  - (ii) shift the work week back:
    - a) by one day, by changing the seventh day of the regular work week to the first day of the shifted work week, provided that the sixth day of the regular work week is a day off and provided that the thirty-four (34) hour rest period applies;
    - b) by two days, by making the preceding work week a prorated four day work week, giving the fifth day off, and making the sixth day the first day of the shifted work week, provided that the thirty-four (34) hour rest period applies.
      - (i) The Union and the affected Employees shall be given seven (7) calendar days notice of such work-week shift.
      - (ii) The Union agrees that it will not unreasonably withhold

enabling of a waiver request of the seven (7) day notice requirement of Article 4.02(e) (iii) when such circumstance giving rise to such request is beyond the reasonable control of the Employer and occurs within the seven (7) day notification period.

- 4.03 Work Performed on the Sixth Day Worked in the Work Week as Defined in 4.02 (a) & 4.02 (b):** The minimum hourly rate for work performed on an Employee's sixth (6th) day worked for the Employer (local and distant locations) shall be one and a half (1.5) times the Employee's straight time contracted hourly rate for the first eight (8) hours. Work performed after eight (8) hours worked shall be paid at the rate of two (2) times the Employee's straight time contracted hourly rate up to and including the twelfth (12th) hour. Work performed after twelve (12) hours worked shall be paid at the rate of three (3) times the Employee's straight time contracted hourly rate.
- 4.04 Work Performed on the Seventh Day Worked in the Work Week as Defined in 4.02 (a) & 4.02 (b):** The minimum hourly rate for work performed on an Employee's seventh (7th) day worked for the Employer shall be two (2) times the Employee's straight time contracted hourly rate for the first eight (8) hours. Work performed after eight (8) hours worked shall be paid at the rate of three (3) times the Employee's straight time contracted hourly rate.
- 4.05 Calculation of Time:** A work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day. For the purposes of computing pay for all hours, time shall be calculated in one-tenth (.1) hour increments so that an Employee shall be paid for a one-tenth (.1) hour period if the Employee works any portion of a one-tenth (.1) hour period.
- 4.06 Overtime:** Except as provided above in Articles 4.03 and 4.04, hours worked in excess of eight hours in days one through five (1-5) of an Employee's work week shall be calculated as follows:
- (a) Eight to Twelve Hours: Pay for hours worked after eight (8) hours worked shall be paid at the rate of one and a half (1.5) times the Employee's straight time contracted hourly rate up to and including the twelfth (12<sup>th</sup>) hour.
  - (b) Thirteen to Fifteen Hours: Pay for hours worked after twelve (12) hours worked shall be paid at the rate of two (2) times the Employee's straight time contracted hourly rate up to and including the fifteenth (15th) hour.
  - (c) Time in Excess of Fifteen Hours: Pay for hours worked after the fifteenth (15th) hour worked shall be paid at the rate of three (3) times the Employee's straight time contracted hourly rate.
- 4.07 Fractional Work Week:** The Employer shall pay a weekly Employee whose assignment starts on other than the first day of the work week established for that Employee or ends on other than the last day of the work week established for that Employee one-fifth (1/5) of his/her weekly wages for each day worked during

the fractional work week, provided that during the preceding or following work week of his/her assignment the Employee is provided a full work week. The foregoing is intended to apply to both the start and finish of production, any production hiatus, and the individual crew member coming on or off a production. An Employer may, at its discretion, reduce by one-fifth (1/5) the weekly guarantee for each day an Employee is absent.

- 4.08 Over-Scale Employees:** The Employer and the Employee may, by individual negotiations at the time of the Employee's employment, agree that the portion of the Employee's pay which is in excess of the minimum scale rate for such Employee, may be applied to any of the overtime payments, meal penalties, and premium pay for turn-around encroachment. Calculation of all such payments, meal penalties and premium pay for turnaround encroachment must be recorded in the Employee's weekly timesheets.
- 4.09 Force Majeure:** The Employer may declare a Force Majeure, cancelling work calls, laying off Employees during a work day, or otherwise suspending production without prospective obligations to Employees, as the result of an inability to provide work because of an unforeseen circumstance beyond its reasonable control. Force Majeure includes, but is not limited to: riot, war, fire, earthquake, hurricane, flood, injury, illness, labour dispute, strike, or the failure or inability of a key cast member to perform or the director to undertake his/her duties, or governmental regulation or order in a national emergency. In such unforeseen circumstance, the Employer shall furnish a statement in writing to the Union within twenty-four (24) hours, or as soon thereafter as practicable, as to the reason for the Force Majeure. Employees will be paid at least for the minimum call should the Force Majeure occur during working hours.
- 4.10 Cancellation of Call:** The Employer may cancel an Employee's call up to the start of turnaround in effect prior to the starting time of the call and shall not be required to pay the Employee for such cancelled call. Between the turnaround in effect and eight (8) hours notice of cancellation prior to the starting time of the call, a minimum of four (4) hours shall be paid to the Employee at the day's prevailing rate. If the notice of cancellation is less than eight (8) hours, the Employee shall be paid for eight (8) hours at the day's prevailing rate.
- 4.11 Change of Call:** Any Employer may postpone an Employee's call with a minimum notification of the number of hours of daily turnaround in effect.
- 4.12 Stand-By Calls:** There shall be no stand-by calls. Hiatus, Holidays or days that would otherwise constitute the sixth (6th) or seventh (7th) day worked in the Employee's work week are not considered regular days of work. When an Employee is dismissed on the fifth (5th) day worked in the work week with a call for work on the first (1st) day of the following work week, it shall not be considered a relay or stand-by call. The above also applies to calls spanning a Hiatus or Holiday.
- 4.13 Hiatus:** In the event of a hiatus (a break or gap in a continuing production or series of productions without compensation), which exceeds thirty (30) days, Employees shall be free to seek employment on other productions and each

party shall be deemed to have provided sufficient notice to the other of the termination of employment.

**4.14 n/a**

**Article Five: Travel**

**5.01 Studio Zones:**

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

On the West, the shoreline;

On the North, from the northern municipal boundary of the District of West Vancouver eastward along the northern municipal boundary of the District of North Vancouver to the end of the road at Seymour Dam, then continuing eastward to the eastern shoreline of Coquitlam Lake;

On the East, 122 degrees/45 minutes longitude southward to a point of intersection with the 5L82 BC Hydro power line, then southeast following that power line to a point intersecting the end of the paved road at the northern boundary of Minnekhada Park, then continuing east to the western shore of the Pitt River, then following the western shore of the Pitt River heading southwest to the south shore of the Fraser River near Douglas Island, then along the south shore of the Fraser River to the point where it intersects the longitude of 200<sup>th</sup> Street in Langley, B.C; and

On the South, the Canada/U.S. border.

- (b) The Studio Zone for Greater Victoria is the area of land inside the boundaries of the following communities: North Saanich; Sidney; Central Saanich; Saanich; Victoria; Oak Bay; Highlands; View Royal, Esquimalt; Langford; Colwood; and Metchosin. In addition to the above, the Studio Zone for Greater Victoria will include: an extension west of Metchosin which will include the area of land inside the boundaries of Highway 14 (Sooke Road), Gillespie Road, and East Sooke Road; and an extension north of Langford along Highway One which will include the area inside the boundaries of: the shoreline on the East; Shawnigan Lake - Mill Bay Road on the North; and West Shawnigan Lake on the West. The parties hereby confirm that the foregoing paragraph establishing the Studio Zone for Greater Victoria will include only land area as described above that is part of the mainland of Vancouver Island and is accessible by a regular motor passenger vehicle without the assistance of a ferry or other water transportation vehicle or device.
- (c) For Distant Locations, the Employer may designate, after consulting with the Union, an additional Studio Zone for an area within a circle having a radius of up to twenty-five (25) kilometres but not to exceed an average driving time of thirty (30) minutes, centered around and measured from the nearest municipal hall.

Such Studio Zone may not overlap the Vancouver or Victoria Studio Zones.

- (d) Studio Zones for Calgary, Edmonton, Saskatoon, Regina and Winnipeg shall be consistent with the Union's historical practice for those cities.
- (e) Additional Studio Zones may be established through negotiations on a case by case basis.

**5.02 Travel Within Studio Zones:** Employees agreeing to use their private vehicles for production use will be paid a minimum of thirty five cents (\$0.35) per kilometre. This Article shall not apply if on-production Employees are driving from one location within the Studio Zone to another location within the same Studio Zone during the course of the work day.

**5.03 Travel Time Payment:**

(a) Travel time outside a Studio Zone shall be paid at the Employee's straight time contracted hourly rate to a maximum of one-half (.5) hour per day.

(b) On days when no work is to be or has been performed by the Employee, travel shall be compensated with an allowance equivalent to four (4) hours at the Employee's straight time contracted hourly rate or at the Employee's straight time contracted hourly rate for time travelled, whichever is greater, but in no event an allowance more than the equivalent of eight (8) hours of pay at straight time. The second consecutive day of travel shall be paid as a day worked at no less than the rate for such travelling Employee's minimum call for that day of the Employee's work week. When overseas travel is planned the Employer shall, in good faith, address travel arrangements in advance to mitigate extended travel periods.

**5.04 Nearby Location:** For locations outside the boundaries of the Studio Zones where the Employee will not be required to be lodged overnight, the Employer shall provide transportation to and from the location from a marshalling point or points within the Studio Zones. If this transportation is provided, Employees shall be obligated to use it. However, the Employer may, at its discretion, grant an Employee's request to be excused from the obligation to use the transportation provided by the Employer, in which case the Employee's travel shall be at the Employee's own expense and the Employee shall not receive pay for travel time. As an alternative, the Employer may pay each Employee using their own vehicle, thirty-five cents (\$0.35) per km for kilometres driven from the nearest Studio Zone limit to the location and then back to the nearest Studio Zone limit.

**5.05 Parking:** Whenever the Employer does not provide transportation and Employees use personal vehicles to transport themselves to any type of location, the Employer shall provide secure or supervised parking or reimburse each Employee for parking fees on the same day that the fees are incurred. Parking will be provided within a reasonable distance from the work site.

**5.06 Distant Location:** When housed overnight or longer, on location outside a

Studio Zone, the Employee shall receive, in addition to the applicable wage scale, all necessary lodging expenses (lodging to be single occupancy equal to the Canadian Automobile Association (CAA) standards where reasonably available) plus approved per diem and transportation expenses, to, from, and while on the job.

- 5.07 Per Diem Allowance:** On distant locations within any of the Canadian Provinces or Territories, the Employee shall be paid in advance a per diem allowance commensurate with the standard of living in the work area but not less than sixty-five dollars (\$65.00). However, if meals are provided at the expense of the Employer, the per diem allowance may be reduced in the following manner: Breakfast, fourteen dollars and fifty cents (\$14.50); Lunch, twenty dollars and fifty cents (\$20.50) and Dinner, thirty dollars (\$30.00). The foregoing dollar amounts will be payable in U.S. dollars when in the United States.
- 5.08 Unworked Sixth or Seventh Days, or Statutory Holidays on Distant Location:** An Employee on distant location shall receive one hundred thirty dollars (\$130.00) per diem on an unworked sixth day in lieu of any other payment and one hundred thirty dollars (\$130.00) on an unworked seventh day in lieu of any other payment. An Employee on distant location shall receive a sixty-five dollar (\$65.00) per diem on an unworked Statutory Holiday in lieu of any other payments. For all additional days not worked while on distant location, the Employee will receive eight (8) hours of straight time pay plus a sixty-five dollar (\$65.00) per diem. With respect to the foregoing, fringe payments shall not apply.
- 5.09 Travel Insurance:** Each Employer shall provide its Employees with a minimum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) of Accidental Death and Dismemberment Insurance when the Employee is required to travel at the request of an Employer if transportation is furnished by that Employer and used by the Employee. The benefits resulting from the policy mentioned above shall be payable to the Employee or, in the event of death, to the beneficiary designated by such Employee. If no designation has been made then such indemnity shall be paid to the estate of the deceased.
- 5.10 Weather Warnings:** Each Employee will be informed prior to departure as to what can be expected in respect to weather conditions at or near the shooting site so that he or she may reasonably provide himself or herself with suitable clothing and/or equipment. However, in extreme cold weather, such as the extreme cold experienced in an Arctic winter for example, the Employer shall make available to the Employees suitable clothing and gear to cope with such conditions.

## **Article Six: Meals**

- 6.01 Scheduling Meal Periods:** An Employee's first meal period shall commence within six (6) hours after the time of his/her first daily call; subsequent meal periods shall commence within six (6) hours after the end of the preceding meal period. An Employee's first meal period shall commence no earlier than two (2)

hours after the Employee reports to work.

**6.02 Early Call Employees (Non-Deductible Meal):** An Employee required to report prior to the general crew call shall be provided a reasonable hot meal, which shall be paid-through as time worked. Such paid-through meal (a.k.a. "Non-Deductible Meal") shall be no less than eighteen (18) minutes in duration. During this paid-through meal period, the Employee will be freed of all activity. Such paid-through meal must be within two (2) hours before general crew call or two (2) hours after general crew call and shall not be considered the first meal. The next meal period shall be no later than six (6) hours from general crew call.

The foregoing paid-through does not change the provisions of Article A7.02 regarding nine (9) hour work without a break. Such nine (9) hour period will be calculated from the end of the paid-through meal. For purposes of establishing the beginning of such nine (9) hour period only, and not for purposes of establishing whether a paid-through meal was taken, the employee shall record the time of such paid-through meal on his/her time sheet.

**6.03 Meal Periods:** For the first (1st) meal period of the work day, all Employees are to receive an unpaid meal period of no less than thirty (30) minutes after the last crew member has been served, or no more than sixty (60) minutes after the first crew member has been served. Said meal period shall be no less than thirty (30) minutes. The second (2nd) meal period shall be paid through as time worked. The "non-deductible meal" described in Article 6.02 above shall not be counted as a meal period.

**6.04 Calculation of Meal Penalty:** If any Employee is unable to commence a meal period by the end of the sixth (6th) hour of work, the Employee shall be paid a meal penalty as per the following scale until such time as the meal period is forthcoming:

- (a) First 2/10 (.2) of an hour: no penalty, but shall not be scheduled or abused.
- (b) Next 3/10 (.3) of an hour: \$7.50 for any portion thereof.
- (c) Next 1 (one) hour: \$2.50 for each 1/10 (.1) hour increment.
- (d) Thereafter: \$3.00 for each 1/10 (.1) hour increment.

The first 2/10 (.2) of an hour grace period shall not be scheduled nor automatic, nor is it intended for everyday use. Such grace period may not be utilized when the meal period has been extended as permitted by Article 6.05.

**6.05 Meal Period Extensions:** For wrap, the six (6) hour work period following the end of the last meal period may be extended by the Employer for a maximum of 5/10 (.5) hour. If work exceeds such extension, then meal penalties shall be calculated and paid from the end of such six (6) hour work period.

**6.06 French Hours:** Each Employer, with ten (10) hours notice, may institute a "French Hours" system which consists of:

- (a) An eleven (11) hour period of elapsed time commencing with the general

crew call and ending after camera wrap, which includes one (1) hour of paid meal period before work begins; or includes one-half (½) hour paid meal period before the shift begins and two (2) fifteen (15) minute paid breaks during the rest of such eleven (11) hour period. This eleven (11) hour period shall not be considered a guarantee of eleven (11) hours of work or pay.

- (b) Should work continue past the eleventh (11th) hour, such work shall be paid for by the additional payment of the applicable rates of overtime pay.
- (c) Any Employer that institutes French Hours will provide a continuing hot buffet accessible to the Employees.
- (d) Meal penalties shall apply if work continues past eleven (11) hours of elapsed time commencing with the general crew call, in which case meal penalties shall be paid commencing at the end of the sixth (6th) hour from the beginning of the general crew call.
- (e) All Employees not on scheduled French Hours shall be accorded the meal standards per 6.01 and 6.11 of this Agreement.

**6.07 Meal Periods for Employees Working Off-Set:** Any Employee working off-set shall be responsible for scheduling his/her own meal periods at five (5) hour intervals and shall not incur meal penalties, however:

- (a) When an off-set Employee is required to work on a nearby location (i.e. outside a Studio Zone) where convenient meal facilities are lacking, then the Employer will furnish meals unless the Employee is notified no later than the night before reporting to work that such facilities are lacking. If the Employer fails to provide such notice to the Employee or to the Union when requesting dispatch, the Employee will be paid a meal allowance of fifteen dollars (\$15.00) on the next regular paycheck.
- (b) When the Employer furnishes meals to a shooting unit away from any studio facility and an off-production crew is working on the same site at the same time for the same production, the Employer, at its discretion, may furnish meals to the off-production crew.

**6.08 Shelter and Washroom Facilities:**

- (a) Shelter: The Employer will endeavour to provide suitable shelter for serving catered meals.
- (b) Washroom Facilities: The Employer will endeavour to provide adequate, conveniently located sanitary washroom facilities on all temporary or permanently established pre-production, production, and post-production work sites. The Employer will endeavour to ensure that provided washrooms are equipped with hand washing facilities and are stocked

with sufficient supply of soap, toilet paper, and individual clean towels. Where the washrooms lack hand washing facilities, the Employer will endeavour to place within immediate proximity to the washrooms adequate hand washing stations.

- 6.09 Beverages/Environmental Awareness:** The Employer shall provide coffee, tea, ice water and other soft beverages and use its best efforts to make them accessible to all on-set Employees. The Employer also shall use its best efforts to supply suitable beverages to off-set Employees working in isolated areas. Further, the Employer shall use its best efforts to supply environmentally compatible containers for all such beverages.
- 6.10 Absence of Catering and Culinary Selection:** In the absence of catering, all Employees shall receive a meal break of sixty (60) minutes. Adequate travel time to and from a restaurant or other eating establishment shall be considered time worked but shall not incur penalties.
- 6.11 Proper Meal:** Adequate hot meals with a reasonable selection shall be provided. It is understood and agreed that snacks: i.e. soft drinks, hot dogs, pizza etc. do not constitute a proper meal.

### **Article Seven: Holidays**

- 7.01 Statutory Holidays:** The following days are defined as Statutory Holidays and must be observed with a day off: New Years Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, \*British Columbia Day, \*Saskatchewan Day, \*Alberta Family Day and any other Holiday prescribed by regulation.  
(\*These specific holidays will be observed in their respective provincial jurisdictions only.)

The days of Christmas Eve and New Years Eve shall not be considered holidays. Notwithstanding the above, any Employee working after four o'clock p.m. (4:00 p.m.) on either day shall be paid three (3) times the Employee's straight time contracted hourly rate thereafter.

- 7.02 Payment of a Statutory Holiday Worked:** The minimum hourly rate for work performed on a Statutory Holiday worked for the Employer (local and distant locations) shall be one and a half times (1.5X) the Employee's straight time contracted hourly rate for the first eight (8) hours. Work performed after eight (8) hours worked shall be paid at the rate of two times (2X) the Employee's straight time contracted hourly rate up to and including the twelfth (12th) hour. Work performed after twelve (12) hours worked shall be paid at the rate of three times (3X) the Employee's straight time contracted hourly rate.
- 7.03 Payment for an Unworked Statutory Holiday:** Payment for an unworked Statutory Holiday shall be compensated pursuant to Article Eight of this Agreement. An Employee engaged on a weekly guarantee will have his/her weekly rate or guarantee reduced by one-fifth (1/5) for each unworked holiday

that falls within the Employee's guaranteed work week.

**7.04 Holidays and the Guaranteed Period of Employment:** Holidays shall apply against a guaranteed period of employment whether worked or not.

**7.05 Waiver of Designated Holiday:** When a holiday, other than Christmas Day, Boxing Day, Good Friday, Remembrance Day and New Year's Day, falls on the second (2<sup>nd</sup>), third (3<sup>rd</sup>), or fourth (4<sup>th</sup>) work day of the work week, the Employer may request a waiver from the Union to allow the first (1<sup>st</sup>) or fifth (5<sup>th</sup>) work day of the work week to be designated and observed as the holiday, so that the actual holiday shall be worked and paid for at straight time. The Union shall automatically grant the waiver when requested by the Employer: (i) to accommodate the needs of the production; or (ii) to accommodate the scheduling wishes of the crew, as reflected in a secret ballot vote of a majority of the crew voting. The Employer shall request the waiver from the Union no later than seven (7) calendar days prior to the actual holiday.

### **Article Eight: Fringe Rates**

**8.01 Television:** The fringe rate for Pension, Health, Holiday Pay, and Vacation Pay (except as provided in Article 8.03, below,) shall be a total of the following percentage points during the following periods:

(a) Effective March 29, 2009 BC, Alberta & Manitoba Eighteen percent (18%)  
Saskatchewan Nineteen point Seventy Seven percent (19.77%)

(b) Effective April 4, 2010 BC, Alberta & Manitoba Eighteen and one half percent (18.5.0%), Saskatchewan: Twenty point Twenty Seven percent (20.27%)

(c) Effective April 3, 2011 BC, Alberta & Manitoba Nineteen and one half percent percent (19.5%), Saskatchewan Twenty one point twenty seven percent (21.27%)

The Union may allocate such percentage between fringe categories so long as the statutory requirements for Holiday Pay and Vacation Pay are satisfied. The fringe rate shall be calculated as a percentage of the sum of all monies earned for working straight time, overtime, turnaround, and meal penalties. An Employer is not required to make Pension and Health contributions on behalf of any Employee who has been issued a work permit pursuant to Article Three of this Agreement provided that proof of payment to such Employee's Health plan and Pension plan is provided to the Union.

**8.02 High Budget Feature Films:** The fringe rate for Pension, Health, Holiday Pay, and Vacation Pay shall be a total of the following percentage points during the following periods:

(a) Effective March 29, 2009 BC, Alberta & Manitoba Twenty two percent (22%)  
Saskatchewan Twenty three point Seventy Seven percent (23.77%)

- (b) Effective April 4, 2010 BC, Alberta & Manitoba Twenty two and one half percent (22.5%), Saskatchewan: Twenty four point twenty Seven percent (24.27%)
- (c) Effective April 3, 2011 BC, Alberta & Manitoba Twenty three and one half percent (23.5%), Saskatchewan Twenty five point twenty seven percent (25.27%)

The Union may allocate such percentage between fringe categories so long as the statutory requirements for Holiday Pay and Vacation Pay are satisfied. The fringe rate shall be calculated as a percentage of the sum of all monies earned for working straight time, overtime, turnaround, and meal penalties. An Employer is not required to make Pension and Health contributions on behalf of any Employee who has been issued a work permit pursuant to Article Three of this Agreement provided that proof of payment to such Employee's Health plan and Pension plan is provided to the Union.

- 8.03** (a) First Year Television Series: All Television Rates in Appendix "A", shall be **Tier 1**, ten percent (10%) less than the rates in the current wage schedule for Feature Films in Appendix "A". The total fringe rate applicable to the Union shall be two percent (2%) less than the applicable rates in Article 8.01.

Second Year Television Series: Rates shall lag one (1) year in scale minimum wage increases and a two percent (2%) reduction in the fringe rate set forth in Article 8.01 during the second (2<sup>nd</sup>) year.

(b) Pilots: The scale minimum wages shall be **Tier 2**, eighteen percent (18%) less than the applicable Feature Film Rates in Appendix "A" for Pilots. The total fringe rate applicable shall be two percent (2%) less than the applicable rates in Article 8.01.

- 8.03** n/a

### **Article Nine: Payment of Wages**

- 9.01 Payroll Period:** For the purposes of uniformity, the payroll period shall be from 12:01 a.m. on Sunday of the work week to 12 midnight on Saturday of the work week, except if work beginning on Saturday runs past 12 midnight, work time after 12 midnight shall be credited to Saturday. All times shall be computed in one-tenth (1/10th) of an hour increments. Each Employer shall not make deductions from any such wages unless authorized by statute, court order, arbitration award, or this Agreement.

- 9.02 Medium of Wage Payment and Pay Day:** All wage payments shall be made by cheque, or cash evidenced by a written voucher receipted by the person to whom such cash is paid. Employees pay cheques shall be ready no later than four o'clock p.m. (4:00 p.m.) of the fourth (4th) work day following the week worked.

The company will include in the copy of the time report attached to the Employee's pay cheques the following: Employee's name and address; job classification; pay period ending date; the Union; dates worked; hours worked; wage and overtime rates; itemization and identification of all allowances, penalties, premiums and fringes paid and deductions made; and gross and net amounts of the Employee's cheque for the pay period and year to date totals for gross wages, deductions, allowances, penalties, premiums and fringes.

A copy of the Employees' time report and time sheet will be forwarded to the Union, accompanied by all applicable remittances, on a weekly basis. If a Saturday, Sunday, or holiday falls on a regular pay day, payment will be made on the preceding work day. The Employer will distribute pay cheques to the Employees during their shifts that day. If, for any reason, this is not feasible in the case of any individual or group of Employees, the Employees involved shall be so notified by the Production Manager before the end of their shifts and advised by the Production Manager as to the time when their pay cheques will be available. In any such case, the pay cheques shall be given to the Production Manager or the person designated by the Production Manager to distribute the cheques.

**9.03 Payroll Service:** In the event an Employer uses a payroll company or other outside person(s), or entity (herein referred to collectively as the "payroll service") to handle or facilitate the payment of wages or other benefits to or on behalf of an Employee or Employees covered by this Agreement, the Employer agrees and acknowledges that it is and remains the Employer of such Employee(s) for the purposes of all the provisions of this Agreement, and that the Employer remains liable and responsible for compliance with such provisions.

**9.04 Termination Pay:**

- (a) If the Employment Insurance Separation Certificates and pay cheque are not given to the Employee at the time of termination, they shall be sent by the Employer to the Employee within three (3) working days of the time of termination. If terminated while on distant location, the Employee shall be entitled to room and board at no cost until the Employee is provided return transportation.
- (b) As directed by the Employee, a cheque mailed to the address of the Employee, or to the Union office, within the time as required above, is payment hereunder.

**9.05 Time-Keeping:** Each Employer shall maintain an adequate system of time-keeping to record the times that an Employee reports for and leaves work each day, and to record the commencement and completion of the Employee's meal period(s). The time records shall be open to inspection by a duly authorized representative of the Union at reasonable times and for reasonable cause upon giving the subject Employer reasonable notice. No employee shall be required to sign a blank timesheet.

**9.06 Assignment of Wages:** Pursuant to the applicable labour relations legislation,

the Employer will honour an Employee's written assignment of wages to the Union unless the assignment is declared null and void by the applicable labour relations legislation or is revoked in writing by the assignor. The Employer will also deduct any fines, assessments, or arrears in membership dues that are not prohibited by the applicable labour relations legislation. The Employer will remit to the Union, on a monthly basis, a written statement containing the names of Employees for whom deductions were made and the amount of each deduction along with a copy of any revocation of the assignment. The Employer shall have no financial responsibility for the fees or dues of any Employee and the Union shall hold the Employer harmless for any costs or damages arising from fines, assessments, or membership dues deducted by the Employer.

**9.07 Deal Memorandum:** The Employer shall, within five (5) days of signing a Deal Memorandum with any individual Employee or dependent contractor covered by this Agreement, supply the Union with copy of same.

**9.08 Call Sheets:** Daily call sheets (if such call sheets are not available, such information as normally included in the call sheet(s) will be supplied to the Union or its designated representative).

## **Article Ten: Lay Off and Discharge**

### **10.01 Guaranteed Period of Employment:**

- (a) The obligation of an Employer upon entering into a deal memo for the employment of any Employee to furnish services during guaranteed periods of employment shall be wholly satisfied by the payment of the contracted wages and benefits for the applicable guaranteed period.
- (b) If any Employee is terminated before the completion of the guaranteed period of employment, the Employer shall pay the Employee all remaining unpaid non-deferred, non-contingent wages as provided in the Employee's deal memo. The provision above shall not apply and the Employer shall not be obligated to pay the Employee for the guaranteed period if: (i) the Employer has discharged the Employee with just and reasonable cause; or (ii) the Employer has terminated the Employee in accordance with the Force Majeure provisions of this Agreement; or (iii) if the Employee fails to render services.

**10.02 Lay-Off Defined:** "Lay-Off" means a temporary or permanent severance of employment — other than Discharge — due to a shortage of work, including Holiday Hiatus, scheduled termination, or general payroll default.

**10.03 Weekly Employees - Notice of Lay-Off and Severance Pay:** All weekly Employees shall be given a one (1) week's notice, or one (1) week of severance pay in lieu of such notice or a combination thereof. In turn, all weekly Employees shall give the Employer one (1) week's notice before resigning and if such Employee fails to do so, the Employer will not be required to re-employ such Employee.

- 10.04 Daily Employees - Notice of Lay-Off:** Daily Employees will be notified prior to the end of their shift with an Employer if they have a call with that same Employer for the next day.
- 10.05 Written Guarantee:** The guaranteed length of employment shall be daily or weekly. A guarantee for a longer term shall be specifically set forth in writing. An employee may be replaced following completion of the guaranteed period of employment.
- 10.06 Discharge:** No Employee shall be discharged (as distinguished from replacements or layoffs) by an Employer without just and reasonable cause. If the Union believes the action to be unjustified, the Union may file a grievance which shall be handled in accordance with Article Eleven. Any party to the grievance under this Article may make a written demand for an expedited arbitration pursuant to Article 11.05. The Arbitrator shall have the power to reinstate the Employee with or without full compensation, to award damages in lieu of reinstatement, or to sustain the discharge. Refusal to comply with an order, directive, or assignment that is unlawful, unsafe, or which is known by the Employee to be in violation of a location permit shall not result in discipline or discharge. An Employer will not be required to re-employ an Employee previously discharged by such Employer under this Article.
- 10.07 Industry Termination:** An Employer is not required to employ, and the Union will not dispatch a person previously discharged for any reason by the film and television industry Employers three (3) times provided that no Employee shall be discharged (as distinguished from replacements or layoffs) by an Employer without just and reasonable cause. An agreed list of Industry Terminations will be maintained by the Union and CMPA offices and updated on a regular basis.

### **Article Eleven: Grievance and Arbitration**

- 11.01 Statement of Policy:** The Union member(s) and the Employer recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time consistent with the provisions of this Article. The Union shall make a careful and thorough investigation of an Employee's complaint before submitting it under the grievance procedure in order to ascertain whether, in its opinion, the complaint is reasonably justified under the terms of this Agreement and that there is reasonable ground to believe that the claim is true in fact. No Employee shall be discriminated against for reasonably making a complaint or filing a grievance asserting a violation of this Agreement. There shall be no slowdown, disruption or stoppage of work including strikes or lock-outs.
- 11.02 Grievance Defined:** All complaints, discipline, disputes, or questions of the Employer or the Union, as to the interpretation, application, or performance of this Agreement (excluding jurisdictional disputes) or any deal memo, including any question about whether a matter is arbitrable, shall be settled between the Employer directly involved and the duly authorized representative of the Union. Any party to the grievance may participate in grievance meetings.

### **11.03 Grievance Procedure:**

- (a) To be valid, grievances must be filed within thirty (30) calendar days of the occurrence of the event(s) upon which the grievance is based, or, within thirty (30) calendar days after the facts underlying the grievance became known or should have reasonably become known by either the Employee, Employer, or the Union — which ever should have first reasonably gained knowledge of the facts underlying the grievance — but in no case more than one hundred eighty (180) days from the event giving rise to the grievance. A grievance is filed by delivering to the other party a written statement of grievance which shall set forth the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the grievant, and the relief sought. If either the Employer or the Union fail to agree to meet within fourteen (14) calendar days after the receipt of the statement of grievance, or they do meet and fail to resolve the grievance, then the Employer or the Union, may proceed to final and binding arbitration pursuant to Article 11.04 or:
- (b) Other than a written Arbitrator's award, any other settlement or withdrawal of a grievance shall be non-binding and non-citable in any subsequent grievance or arbitration unless the bargaining parties to this Agreement agree in writing to adopt the settlement for purposes of contract interpretation.

**11.04 Arbitration Procedure:** If the grievance procedure fails to resolve the grievance, either party to the grievance may proceed to final and binding arbitration as permitted by Article 11.03 by delivering to the other party a written demand for arbitration which shall set forth the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the claimant, and the relief sought. Such demand must be served not later than thirty (30) days after the filing of the grievance or the grievance will be waived. Within fourteen (14) calendar days following service of the demand for arbitration, or within such additional time as the parties mutually agree upon in writing, the parties will attempt to mutually agree upon an Arbitrator selected from the list of Arbitrators of the applicable Provincial Arbitrator's Association, or a mutually agreed upon arbitrator. An Arbitrator named on the list of Arbitrators of the applicable Provincial Arbitrator's Association may at any time, by mutual agreement, be bypassed or removed from consideration and another Arbitrator substituted. If possible, the date of the arbitration hearing will be within fourteen (14) calendar days from the date the Arbitrator is selected. The Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on the parties, including the grievant, and fully enforceable in a Court of competent jurisdiction. The Arbitrator shall present a written decision, unless the parties to the arbitration mutually agree that a written decision is not necessary. The Arbitrator's written decision shall be issued within thirty (30) calendar days from the date final arbitration briefs, if any, are submitted, or the last day of the arbitration hearing, whichever is later.

**11.05 Expedited Arbitration:** Expedited Arbitration is available only in cases in which

it is specifically permitted under this Agreement, or upon the mutual consent of the parties to the arbitration. Within five (5) business days of receipt of a written demand for an expedited arbitration in cases that permit expedited arbitration under this Agreement, or within five (5) business days of a written agreement to proceed to an expedited arbitration, an Arbitrator named on the list of Arbitrators of the applicable Provincial Arbitrator's will be selected by the parties. Any Arbitrator may, by mutual agreement, be bypassed or removed from consideration and another Arbitrator substituted. The date of the arbitration hearing will be within fourteen (14) calendar days from the date the Arbitrator is selected. The Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on the parties, including the grievant, and fully enforceable in a Court of competent jurisdiction. The Arbitrator shall present a written decision, unless the parties to the arbitration mutually agree that a written decision is not necessary. Arbitration briefs, if any, must be submitted no later than noon on the day after the arbitration hearing. The Arbitrator's written decision shall be issued within five (5) calendar days from the last day of the arbitration hearing or the date final arbitration briefs, if any, are submitted, whichever is later.

**11.06 Arbitrator's Authority:** The Arbitrator shall have the power to determine and resolve the issue(s) and only award wages, benefits, and/or protections consistent with the contract, which are necessary to ensure the Employee or Employer receives the benefit of the bargained wages, benefits and/or protections. The Arbitrator shall not have the power to amend, modify or effect a change in any of the provisions of this Agreement, award punitive damages, award money damages to the Union or the Producers, or to determine jurisdictional disputes.

**11.07 Costs:** The Arbitrator's fees and a court reporter's fees shall be borne equally by both Parties. Expenses of witnesses, however, shall be borne by the Party who calls them.

## **Article Twelve: Safety**

**12.01** It is agreed by the parties that great emphasis shall be placed on the need to provide a safe working environment. In that context, it shall be the responsibility of each Employer (herein referred to as the Producer):

- (a) to provide employment and places of employment which are safe and healthful for the Employees.
- (b) to provide and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and places of employment safe and healthful.
- (c) to do every other thing reasonably necessary to protect the life, safety and health of Employees.

- (d) to not require or permit any Employee to enter into or be in any employment or places of employment which are not safe and healthful.

**12.02** Every Producer and every Employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to the applicable occupational health and safety and workers' compensation legislation.

**12.03** No Producer or Employee shall:

- (a) remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or places of employment;
- (b) interfere with the use of any method or process adopted for the protection of any Employee, including his/herself, in such employment or places of employment.

**12.04** Rigid observance of safety regulations must be adhered to and willful failure of any Employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no Employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Producer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual Employee with regard to preventing accidents to him/herself or his/her fellow Employees.

**12.05** n/a

**12.06** Producers shall inform the Union when a workplace accident has resulted in an Employee being admitted to hospital. Producers will copy the Union with all reports filed with the appropriate workers' compensation and/or occupational health and safety board within five (5) days of their being provided to such board.

### **Article Thirteen: Employee Indemnification**

**13.01 Employee Indemnification:** The Employer will defend, indemnify, and save harmless any Employee (including persons engaged through a loan out company) for liability incurred during the effective dates of the Agreement and in the course of performance of the Employee's assigned duties and performed within the scope of his or her employment for the Employer that resulted in bodily injury, property damage suffered by any person(s) subject to the following conditions:

- (a) This shall not apply in any instance in which such injury, loss or damage is the result of or caused, in whole or in part, by the gross negligence or willful misconduct of the Employee. For the purpose of the Article, gross negligence is defined as circumstances when it must be plain the magnitude of the risks involved are such that, if more than ordinary care is not taken, a mishap is likely to occur in which loss of life, serious injury or

grave damage is almost inevitable.

- (b) The Employee shall cooperate fully in the defense of the claim or action, including, but not limited to, providing notice to the Employer immediately upon becoming aware of any claim or litigation, attending of hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

**13.02 Duration of Protection:** The protection provided to the Employee by Article 13.01 is also personal to the Employee and may be enforced by any Employee in any appropriate court or statutory forum. The protection provided to the Employee in Article 13.01 does not expire with the expiration of the Agreement but will continue with regard to any claim made against an Employee after the expiration of the Agreement for liability that was incurred in the course of performance of the Employee's assigned duties performed within the scope of his or her employment for the Employer.

**13.03 Indemnification:** It is expressly understood and agreed that the Employer shall have no recourse of any kind against the Union in respect to training or the issuance of a certificate of training to any Employee under the provisions of any Federal, Provincial, Territorial or Municipal regulating agency.

## **Article Fourteen: Performance Bonds**

### **14.01 Performance Bonds**

- a) Simultaneous with the execution of this Agreement, the company shall deposit a bond or certified cheque with the Union in an amount equal to two (2) weeks of estimated payroll and employer benefit contributions for all employees covered by this Agreement. This deposit shall be returned to the employer when all wages and benefits have been paid and when all grievances, if any, have been settled.
- b) At the conclusion of each of the last two weeks of production, the Company may request that the funds on deposit with the Union be reduced by amounts sufficient to pay the week ending payroll and employer benefit contributions for all employees covered by this Agreement. The Union shall not unreasonably refuse to grant this request provided there remains on deposit an amount sufficient to cover the remaining period of production and post production, and all wages and benefits have been paid to date for all employees covered by this Agreement, and all grievances, if any, have been settled. The remaining balance shall be returned to the Company two weeks after the end of post production provided that all wages and benefits have been paid and all grievances, if any, have been settled.
- c) In lieu of such a bond or certified cheque, within seven (7) days of the execution of this Agreement, the Company may provide a cash bond of \$10,000 and a letter to the Union from an established payroll company that meets with the approval of the Union confirming that the company has established an account with the payroll company and has pre-paid the estimated payroll and employer benefit contributions for all employees covered by this Agreement, for a one (1) week period and that such security deposit will remain on account until notice to the payroll company from the Union that all wages and benefits have been paid and all grievances, if any, have been settled.

## **Article Fifteen: Employee Assistance Program**

**15.01 EAP:** The Employer agrees to endorse the concept of the Union's Employee Assistance Program (EAP) for substance abuse counselling. The parties also agree that such a program is best administered under the aegis of the Union's Health & Welfare Trust.

An Employee who has a substance abuse problem which interferes with job performance or attendance will be disciplined in accordance with normal disciplinary procedures as outlined in this Agreement. However, in cases where such abuse problem is made known to the Employer by the Employee or the Union before the Employee is discharged or disciplinary action is taken the Employer will give advance notice to the Employee's Union and will meet or confer with a Union representative.

As a part of these procedures or as an alternative thereto, such an Employee may be referred to counselling through the EAP. Any Employee who refuses to accept treatment through such a program or who is disciplined again or

discharged pursuant to this Article by the Employer for unsatisfactory job performance or other misconduct arising out of or resulting from substance abuse shall not be entitled to have the second or subsequent disciplinary action(s) reviewed pursuant to the grievance or arbitration procedure.

Notwithstanding the participation by any Employee in an EAP, the Employer and the Union recognize that each Employee is and remains responsible for his/her own satisfactory job performance.

### **Article Sixteen: Entirety**

**16.01 Entirety:** Except for the provisions of applicable legislation and each Employee's deal memo, this Agreement, which hereby incorporates by reference the attached Appendix "A," and "Supplemental Agreement" and "Work Permit Forms" is the entire understanding between the Parties.

### **Article Seventeen: Term of Agreement**

**17.01 Term:** The term of this Agreement shall commence on March 29, 2009 through March 31, 2012. All of the provisions hereof shall continue in force until such time as a successor agreement is concluded.

## **APPENDIX “A” - IATSE LOCAL 669**

### **Article A1 Screen Credits**

**A1.01 Screen Credits:** In accordance with the prevailing practice, all photography of productions, regardless of the size or type of recording medium used, must have the label of IATSE on each production, and individual Employees shall receive screen credit as follows:

- (a) Whenever and as long as the practice prevails of giving screen credit to any individual, screen credit shall be given in a prominent place on the finished product to the Director of Photography of the production and the Director of Photography shall be so designated. After the Director of Photography's name, if applicable, the letters “C.S.C.”, “A.S.C.”, or “B.S.C.” shall appear if so requested.
- (b) The term “prominent place” on Feature production and Television production, other than Episodic Television Series, means no less than a separate card, or its equivalent in a crawl, shared by no more than three names.
- (c) All other Screen Credits shall be negotiated on an individual basis.

### **Article A1 Camera Crew**

#### **A2.01 First Unit Crew:**

- (a) The minimum crew on a First Unit or an Additional Unit (with Principal Actors) shall consist of a Director of Photography, a Camera Operator, a First Camera Assistant, Second Camera Assistant and, on a feature film, a Stills Photographer, (hereinafter referred to respectively as a D.O.P., Operator, First Assistant, Second Assistant and Stills Photographer.)
- (b) Any additional cameras, with the exception of locked-off cameras, shall require an Operator and a First Assistant.
- (c) If four (4) or more cameras, excepting locked-off cameras, are used simultaneously, an additional Second Assistant shall be employed, and if seven (7) or more cameras are used simultaneously, another additional Second Assistant shall be employed.
- (d) The photographic staff shall not be below a reasonable number in accordance with the general and usual practices of the Employer.

#### **A2.02 Additional Unit Crew:**

- (a) An Additional Unit is any unit which is not under the direct supervision of the First Unit D.O.P.
- (b) The minimum crew on an Additional Unit shall consist of a D.O.P. and First Assistant.
- (c) Where the D.O.P. determines that additional Employees are required, he/she will discuss such requirements with the Employer and the Employer will not unreasonably deny the D.O.P.'s request for such additional Employees.

**A2.03 Composite Process Photography:** The minimum crew for composite process photography and backgrounds including plates with or without doubles, shall consist of a D.O.P. and First Assistant. Additional crew shall be determined by the D.O.P. and the Employer.

**A2.04 Production / Equipment Tests:** The preferred industry practice is to provide assistant camera persons adequate pre-production equipment testing and preparation time. No assistant camera person will be disciplined or discharged due to the fact that the assistant camera person was not provided with such adequate preparation time.

**A2.05 Video Recording and Video Playback Crew:**

- (a) Any Video Recording or Video Playback Equipment used, shall be operated by a Local 669 Motion Picture Video Coordinator, who shall be assisted by a Motion Picture Video Assistant 1, as needed.
- (b) When up to two (2) simple video recorder/monitor combination units are utilized, a Video Assistant 2 may be employed to operate such equipment.

**A2.06 Video Camera Crew:** If the Employer chooses to shoot in Video format, the Employer will use a Local 669 Electronic Director of Photography, Electronic Camera Operator and/or Electronic Camera Assistant as needed.

**A2.07 Electronic Press Packaging:** When an Employer who has signed to this Agreement, hires a video unit on a motion picture set or location for purposes of electronic press packaging, behind the scenes documentaries, and/or entertainment news programming, such video unit shall be covered by this Agreement.

**A2.08 Work Performed in a Higher Classification:** The Employer agrees that, except in the case of a short-term emergency, it will not require Employees to perform work in a classification for which a higher remuneration is provided hereunder. However, should such an emergency occur, the following conditions shall apply:

- (a) In a medical or other such emergency where an employed Employee is

unable to perform his/her duties, the Employer shall inform the Union as soon as practicable and the Employer and the Union shall use their best efforts to find a replacement. In the event an Operator is unable to fulfill his/her job requirements, then the D.O.P. may operate the Camera until a replacement reports for work.

- (b) Where the Employer is unable to give the Union sufficient prior notice that additional cameras are being employed, and the engaged Employees agree to man the additional cameras, the Employer shall notify the Union as soon as practicable and both the Employer and the Union shall use their best efforts to call such personnel as are required to meet the minimum crewing provisions of Article A2.01.
- (c) The upgraded Employee shall be paid at the scale rate for the higher classification for all work performed in the higher classification until the replacement or additional Employee reports for work or until the end of the working day, whichever comes first. All overtime provisions, premiums, penalties and benefits shall apply to the higher rates in effect.
- (d) Under no circumstances shall a Camera Assistant Trainee be upgraded to the classification of Second Assistant.

### **Article A3 Stills Photography**

#### **A3.01 Stills Photography Crew:**

- (a) On Feature productions, a Stills Photographer shall be hired for each day of Principal Photography.
- (b) On Television productions a Stills Photographer will be employed under one of the following methods:
  - (i) On Long Form Television (TV Features and Mini- Series and Pilots), a minimum of one (1) day for each three (3) days of Main Unit shooting; or
  - (ii) On Television series, a minimum of two (2) days per episode on a cumulative basis; or
  - (iii) As an alternative to (i) or (ii) above, a Stills Photographer may be employed on an “as needed” basis, conditional upon the Stills Photographer receiving a fifty percent (50%) premium on the minimum hourly Stills rate, and all other terms and conditions of this Agreement applicable. The Employer shall inform the Stills Photographer and the Union regarding the method under which the Stills Photographer will be hired on the date of hire.

- (iv) Still Photographers on “Made-for-Home Video” productions shall be employed under the same terms as those applicable to television productions under this Agreement.
  
- (c) When the Employer requires digital processing by the Stills Photographer and due to time constraints the processing cannot be completed during the Stills Photographer's minimum call, the Employee, with the authorization of the Production Manager or Producer, will perform such work and will be paid a minimum of one (1) hour or the actual authorized time worked, whichever is greater, at one and one-half times (1.5X) the Employees' pro rata contracted hourly rate. Hours paid under this clause shall be considered as time worked but shall not be included in calculating turnaround or meal penalties. Travel will not be considered work time under this paragraph.

**A3.02 Location, Continuity and Administrative Photography:** For the purpose of making location photographs, or photographs for pre-production, production, administrative, or continuity, none of which are to be used for other than continuity or identification, the Employer may designate a person or persons, other than a Stills Photographer, to make such photographs and such person shall not be subject to the terms and conditions of the Agreement.

**A3.03 Photo Credit for Stills Photographers:** The Employer may give photo credit to Stills Photographers on advertising and publicity stills involving their work where such is used for advertising and publicity released by the Employer, but such credit is not mandatory and shall not be subject to grievance procedure.

## **Article A4 Waiver**

### **A4.01 Photography Waiver:**

- (a) Upon appropriate notification, (which may include written verification of assignment if requested by the Union), The Union shall grant a waiver for a Non-Local 669 Stills Photographer to photograph on a Employer production where the Non-Local 669 Stills Photographer is on a specific bona fide assignment for a Local, Regional, National or International Newspaper, Magazine or News Service; as distinguished from a Photographic Service.
  
- (b) The Union shall grant a waiver for a Non-Local 669 Stills Photographer (who is taking photographs that would normally be taken by a Local 669 Stills Photographer) on a Television production where a Local 669 Stills Photographer is employed on a weekly basis, subject to the following conditions:

- (i) Provided that not more than one (1) Non-Local 669 Stills Photographer shall be utilized simultaneously on a single production, and is not utilized for more than one-half (1/2) of the production's shooting schedule on a cumulative basis; and,
  - (ii) Provided that the Local 669 Stills Photographer submits still photographs for consideration, performs similar duties, and works at least the same number of hours as the Non-Local 669 Stills Photographer, with a minimum of eight (8) hours.
  - (iii) The Union may, in circumstances other than those provided above, grant waivers upon request of the Employer.
- (c) Upon appropriate notification, the Union shall grant a waiver for an electronic Cameraperson to shoot news segments, as per current practice, on an Employer's production.

### **Article A5 Probation, Reprimands and Severance**

**A5.01 Layoff:** For purposes of Employees covered by this Appendix "A", "Layoff" is defined as a temporary or permanent severance of employment due to a shortage of work, including Holiday, Hiatus or scheduled termination.

#### **A5.02 Probationary Period and Severance:**

- (a) A weekly Employee shall be considered as a probationary Employee for a period of thirty (30) calendar days.
- (b) A probationary Employee who is dismissed on the grounds of unsuitability or the inability to meet the artistic standards set by the Employer shall nevertheless receive a severance payment of one (1) week's wages. The Employer shall notify the Union in writing of any such dismissal.
- (c) In the event of a severance of employment other than a probationary discharge, an Employee employed on a weekly basis shall be entitled to one (1) week's notice in writing or one (1) weeks severance pay in lieu of such notice or a combination thereof. An Employee employed on a daily basis shall receive verbal notice of severance at the end of the work day, or in lieu of such notice, shall receive one (1) day's wages.
- (d) In the event of discharge for just and reasonable cause, the onus of proof rests upon the Employer.
- (e) For the purposes of this Appendix "A" a weekly Employee shall be an Employee who is on a weekly guarantee, or is employed for the run of the

show. All other Employees shall be considered daily Employees.

**A5.03 Progressive Discipline:** With respect to "Weekly" Employees, as defined in A5.02(e), the Union and the Employer agree that the principles of progressive discipline shall be applied in appropriate circumstances. The Employer agrees to provide the Union with a copy of a written "Reprimand" and/or written "Notice of Discipline," which exceeds a written "Reprimand" in severity, and/or a written "Notice of Dismissal."

**A5.04 Severance in Case of Death:** In the event of the death of an Employee, the Employer shall pay to the Employee's designated beneficiary, or if no such designation was made by such Employee prior to death, to the Union in trust to be distributed to the Employee's estate, an amount equal to the amount of severance pay such Employee would have received had he or she been dismissed on the date of his or her death.

### **Article A6 Shop Steward**

**A6.01 Shop Steward:** The Employer shall recognize a Shop Steward as appointed by the Union or elected by the Employees on each production unit. The Employer shall be notified of the identity of the Shop Steward. Any person so appointed or so elected shall have the complete cooperation of the Employer in the reasonable performance of his/her duties to inspect all working conditions governed by this Agreement. Shop Stewards shall not be discriminated against.

### **Article A7 Turnaround**

#### **A7.01 Turnaround:**

(a) Daily Turnaround:

- (i) There shall be a ten (10) hour rest period between the end of one shift and the next call. If such rest period is encroached, the Employee shall be paid for the encroached time at the same rate such Employee was receiving at the end of the Employee's preceding shift, but in no event less than one and one-half times (1.5X) the Employee's straight time contracted hourly rate. In no event shall such rate be in excess of three times (3X) such Employee's straight time contracted hourly rate.
- (ii) With respect to the first (1st) year of a television series: After sixteen (16) hours of work, which does not include the first meal period, there shall be an eleven (11) hour rest period between the end of such work period and the next day's call.
- (iii) With respect to all productions other than the first (1st) year of a television

series: When daily turnaround is encroached by two (2) or more hours for two (2) consecutive days, the Employee(s) will receive an eleven (11) hour rest period between the end of such second (2nd) consecutive day and the next day's call.

- (iv) Daily turnaround encroachment shall be calculated pursuant to subparagraph (e) below.
  
- (b) Six-Day Turnaround: Where the Employee works six consecutive days in a work week, there shall be a continuous thirty-four (34) hour rest period, which includes the ten (10) hour rest period in subparagraph (a) (i) above, for each Employee who works the sixth-day in a seven day work week. If such rest period is encroached, such Employee shall be paid at a rate equal to two times (2X) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3X) such Employee's straight time contracted hourly rate. Such rate shall be paid for the time beginning at the start of the next call through the end of such encroached thirty-four (34) hour rest period and calculated pursuant to subparagraph (e) below.
  - (i) Six-Day Worked Turnaround Encroachment Applicable to the Seventh Day of Work Week:
    - a) Where the sixth day worked occurs on the seventh day of the work week, there shall be a continuous thirty-four (34) hour rest period between the end of the shift on the fifth day and the commencement of the shift on the seventh day for each Employee who works a sixth day on the seventh day of the work week. If this rest period is encroached the Employee shall be paid at a rate equal to two times (2X) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3X) such Employee's straight time contracted hourly rate for the time beginning at the start of the sixth day worked through the end of the encroached thirty-four (34) hour rest period and calculated pursuant to subparagraph (e) below.
    - b) Should there be no encroachment of this continuous thirty-four (34) hour rest period no turnaround encroachment will apply and only payment per Article 4.03 shall apply.
    - c) Five-Day Turnaround: There shall be a fifty (50) hour rest period, which includes the ten (10) hour rest period in subparagraph (a)(i) above, for each Employee who works a five-day-work week. If such rest period is encroached, such Employee shall be paid at a rate equal to two times (2X) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3X) such Employee's straight time contracted hourly rate. Such rate shall be paid for the time beginning at the start of the

next call through the end of such encroached fifty (50) hour rest period and calculated pursuant to subparagraph (e) below.

- d) Statutory Holiday Turnaround: There shall be a twenty-four (24) hour rest period, in addition to the rest periods described in subparagraphs (a)(i), (b) and (c) above, for each Employee for a Statutory Holiday. If such rest period is encroached, such Employee shall be paid at a rate equal to two times (2X) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3X) such Employee's straight time contracted hourly rate. Such rate shall be paid for the time beginning at the start of the next call through the end of such encroached thirty-four (34) hour rest period, fifty-eight (58) hour rest period or seventy-four (74) hour rest period, which ever applies, and calculated pursuant to subparagraph (e) below.
- e) When turnaround is encroached by one-half (.5) hour or less, there shall be a payment of one-half (.5) hour of the encroachment rate. If the rest period is encroached by more than one-half (.5) hour, the encroachment rate shall be computed in one-tenth (.1) of an hour increments for the encroached period.

**A7.02 Maximum Work Period:** At no time shall any work period extend past nine (9) hours without a meal break. French Hours shall not be construed to violate this provision.

IATSE LOCAL 669 RATES

*\*Weekly rates are based on 60 hours guaranteed per week which is equivalent to 70 "pay hours"*

**June 7, 2009 –  
April 3, 2010**

Televisio  
n Rate      Feature  
Rate

**April 4, 2010 –  
April 2, 2011**

Televisio  
n Rate      Feature  
Rate

**April 3, 2011 –  
March 31, 2012**

Televisio  
n Rate      Feature  
Rate

**HOURLY**

Director of Photography	84.32	88.55	86.01	90.32	87.73	92.13
Operator	56.07	58.85	57.19	60.03	58.33	61.23
First Assistant	42.10	44.20	42.94	45.08	43.80	45.98
Second Assistant	29.66	31.13	30.25	31.75	30.86	32.39
Stills Photographer I	51.75	48.28	52.79	49.25	53.85	50.24
Stills Photographer II	77.63		79.19		80.78	
Camera Utility Person						
Film Loader						
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Motion Picture Video Coordinator	32.98	34.62	33.64	35.31	34.31	36.02
Motion Picture Video Assistant 1	24.79	26.01	25.29	26.53	25.80	27.06
Motion Picture Video Assistant 2	18.59	19.53	18.96	19.92	19.34	20.32
Digital Imaging Technician	42.10	44.20	42.94	45.08	43.80	45.98
Digital Utility Person						
Electronic Director of Photography	61.72	64.80	62.95	66.10	64.21	67.42
Electronic Camera Operator	46.27	48.59	47.20	49.56	48.14	50.55
Electronic Camera Assistant	30.87	32.40	31.49	33.05	32.12	33.71

**PUBLICITY**

Senior Unit Publicist	32.23	33.83	32.87	34.51	33.53	35.20
Junior Unit Publicist	22.01	23.11	22.45	23.57	22.90	24.04

**\* WEEKLY**

Director of Photography	5,595.10	5,874.40	5,707.10	5,992.00	5,821.20	6,111.70
Operator	3,719.80	3,906.70	3,794.00	3,985.10	3,869.60	4,064.90
First Assistant	2,792.30	2,930.90	2,848.30	2,989.70	2,905.00	3,049.20
Second Assistant	1,968.40	2,067.80	2,007.60	2,109.10	2,047.50	2,151.10
Stills Photographer	3,434.90	3,203.20	3,503.50	3,267.60	3,573.50	3,332.70
Camera Utility Person						
Film Loader						

*\*Weekly rates are based on 60 hours guaranteed per week which is equivalent to 70 "pay hours"*

**June 7, 2009 – April 3, 2010**

Television Rate      Feature Rate

**April 4, 2010 – April 2, 2011**

Television Rate      Feature Rate

**April 3, 2011 – March 31, 2012**

Television Rate      Feature Rate

	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Motion Picture Video Coordinator	2,187.50	2,297.40	2,231.60	2,343.60	2,276.40	2,390.50
Motion Picture Video Assistant 1	1,645.00	1,726.20	1,677.90	1,760.50	1,711.50	1,795.50
Motion Picture Video Assistant 2	1,235.50	1,294.30	1,260.00	1,320.20	1,285.20	1,346.80
Digital Imaging Technician	2,792.30	2,930.90	2,848.30	2,989.70	2,905.00	3,049.20
Digital Utility Person						
Electronic Director of Photography	4,095.70	4,298.70	4,177.60	4,384.80	4,260.90	4,472.30
Electronic Camera Operator	3,069.50	3,224.90	3,131.10	3,289.30	3,193.40	3,355.10
Electronic Camera Assistant	2,048.20	2,149.70	2,089.50	2,192.40	2,131.50	2,236.50
Senior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A
Junior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A
<b>* WEEKLY (HOURLY)</b>						
Director of Photography	79.93	83.92	81.53	85.60	83.16	87.31
Operator	53.14	55.81	54.20	56.93	55.28	58.07
First Assistant	39.89	41.87	40.69	42.71	41.50	43.56
Second Assistant	28.12	29.54	28.68	30.13	29.25	30.73
Camera Utility Person						
Film Loader						
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Stills Photographer	49.07	45.76	50.05	46.68	51.05	47.61
Motion Picture Video Coordinator	31.25	32.82	31.88	33.48	32.52	34.15
Motion Picture Video Assistant 1	23.50	24.66	23.97	25.15	24.45	25.65
Motion Picture Video Assistant 2	17.65	18.49	18.00	18.86	18.36	19.24
Digital Imaging Technician	39.89	41.87	40.69	42.71	41.50	43.56
Digital Utility Person						
Electronic Director of Photography	58.51	61.41	59.68	62.64	60.87	63.89

*\*Weekly rates are based on 60 hours guaranteed per week which is equivalent to 70 "pay hours"*

	<b>June 7, 2009 – April 3, 2010</b>		<b>April 4, 2010 – April 2, 2011</b>		<b>April 3, 2011 – March 31, 2012</b>	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate
Electronic Camera Operator	43.85	46.07	44.73	46.99	45.62	47.93
Electronic Camera Assistant	29.26	30.71	29.85	31.32	30.45	31.95
Senior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A
Junior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A

# IATSE 669 Western Canada Supplemental Agreement

**Preamble:** All of the terms and conditions of the IATSE 669 Western Canada Agreement (“Agreement”) shall apply to productions under this Supplemental Agreement (“Supplemental Agreement”) except as modified herein.

The Enabling Procedure set forth in Article 1.16 of the Agreement shall also apply to productions covered by the Supplemental Agreement.

## **S1.Definitions:**

**S1.01** The terms used in this Supplemental Agreement shall have the same meaning as in the Agreement unless otherwise defined.

**S1.02** “Budget” means the total budget for a project and shall include offsets for tax credit and production incentives but does not include a contingency up to 10% of the Budget, costs of financing and bonds.

**S1.03** “Canadian Domestic Television Production” means television production without a U.S. distribution agreement at the commencement of principal photography.

**S1.04** “Feature Film” means a motion picture produced for initial exhibition in a commercial motion picture theatre.

**S1.05** “Long-form Television Motion Picture” means a motion picture such as a movie of the week or mini-series intended for exhibition on television, including cable television.

**S1.06** “Television Series” means all episodic television productions outside of the exclusive jurisdiction defined in Article 1.04 of the Agreement.

**S1.07** “Home Video” means productions made for non-theatrical release.

## **S2.Applicability and Adherence:**

**S2.01** This Supplemental Agreement is applicable only to production outside the Exclusive Jurisdiction defined in Article 1.04 of the Agreement

**S2.02** Any person or corporation now or hereafter engaged in the business of producing motion pictures in Western Canada shall be afforded the opportunity of becoming a party to this Supplemental Agreement.

## **S3.Wages and Fringes:**

### **S3.01 Television Series:**

During the first two (2) seasons of a Television Series, the scale minimum wages shall be **Tier 1** being ten percent (10%) less than the rates in the current wage schedule for Feature Films in Appendix "A" of the Agreement. The total fringe rate applicable to the Union during the first two (2) seasons shall be two percent (2%) less than the applicable rates in Article 8.01 of the Agreement.

The scale minimum wages applicable in the third (3<sup>rd</sup>) and subsequent seasons of a Television Series shall lag by one (1) period on the wage scales for Television Series in the Agreement, however, this second paragraph of Article 3.01 shall expire with the term of the Agreement.

### **S3.02 Long-Form, Pilots and Canadian Domestic Television Production:**

The scale minimum wages for Long-form Television, Canadian Domestic Television Production and Pilots shall be **Tier 2**, eighteen percent (18%) less than the applicable Feature Film Rates in Appendix "A," of the Agreement. The total fringe rate applicable shall be the rates in Article 8.01 of the Agreement except for Pilots, which shall be two percent (2%) less. With respect to Canadian Domestic Television Production during the first two (2) seasons, the total fringe rate applicable shall be two percent (2%) less than the applicable rates in Article 8.01 of the Agreement.

### **S3.03 a) Low Budget Feature Films:**

For Feature Films with Budget levels described below the scale minimum wages applicable to Features in Appendix "A" of the Agreement and Fringe rates in Article 8.02 will be reduced as follows:

- (i) Budget of thirteen and a half (13.5) million dollars CAD and below shall be **Tier 1**: being ten percent (10%) reduction in wage rate, and a four percent (4%) reduction in the fringe rate.
- (ii) Budget of eight (8) million dollars CAD and below shall be **Tier 2**: being eighteen percent (18%) reduction in the wage rate and a four percent (4%) reduction in the fringe rate.
- (iii) Budget of two and three quarter (2.75) million dollars CAD and below shall be **Tier 3**: wages subject to individual negotiation between individual employee and employer. Thirteen and one half percent (13.5%) fringe rate. Under no circumstances may the wages be less than the minimums required pursuant to the applicable employment standards legislation.

(iv)

#### **b) Home Video:**

For Home Video with Budget levels described below the scale minimum wages applicable to Features in Appendix “A” of the Agreement and Fringe rates in Article 8.02 will be reduced as follows:

- i. Budget of thirteen and a half (13.5) million dollars CAD and below shall be **Tier 1**: ten percent (10%) reduction in wage rate, and a four percent (4%) reduction in the fringe rate.
- ii. Budget of eight (8) million dollars CAD and below shall be **Tier 2**: eighteen percent (18%) reduction in the wage rate and a four percent (4%) reduction in the fringe rate.
- iii. Budget of two and three quarter (2.75) million dollars CAD and below shall be **Tier 3**: Wages subject to individual negotiation between individual employee and employer. Thirteen and one half percent (13.5%) fringe rate. Under no circumstances may the wages be less than the minimums required pursuant to the applicable Provincial Employment Standards Act.

#### **S4. Miscellaneous**

**S4.01** An Employer shall permit the Union to verify the Budget of a production by conducting an audit. Any Production that exceeds the money break will adjust wages retroactively to the appropriate Tier. In the event the Union exercises its right to conduct an audit and it is determined that the Production exceeded the money break, the Employer shall pay the Union’s reasonable audit costs.

## IATSE LOCAL 669 SUPPLEMENTAL RATES

<i>*Weekly rates are based on 60 hours guaranteed per week which is equivalent to 70 "pay hours"</i>	<b>June 7, 2009 – April 3, 2010</b>		<b>April 4, 2010 – April 2, 2011</b>		<b>April 3, 2011 – March 31, 2012</b>	
	S3.01	S3.02	S3.01	S3.02	S3.01,	S3.02
	S3.03(a)(i)	S3.03(a)(ii)	S3.03(a)(i)	S3.03(a)(ii)	S3.03(a)(i)	S3.03(a)(ii)
	S3.03(b)(i)	S3.03(b)(ii)	S3.03(b)(i)	S3.03(b)(ii)	S3.03(b)(i)	S3.03(b)(ii)
	Tier 1	Tier 2	Tier 1	Tier 2	Tier 1	Tier 2
<b>HOURLY</b>						
Director of Photography	79.70	72.61	81.29	74.06	82.92	75.55
Operator	52.97	48.26	54.03	49.22	55.11	50.21
First Assistant	39.78	36.24	40.57	36.97	41.38	37.70
Second Assistant	28.02	25.53	28.58	26.04	29.15	26.56
Stills Photographer 1	46.58	42.44	47.51	43.29	48.47	44.16
Stills Photographer 2	69.87	63.66	71.27	64.94	72.71	66.24
Camera Utility Person						
Film Loader						
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Motion Picture Video Coordinator	31.16	28.39	31.78	28.95	32.42	29.54
Motion Picture Video Assistant 1	23.41	21.33	23.88	21.75	24.35	22.19
Motion Picture Video Assistant 2	17.58	16.01	17.93	16.33	18.29	16.66
Digital Imaging Technician	39.78	36.24	40.57	36.97	41.38	37.70
Digital Utility Person						
Electronic Director of Photography	58.32	53.14	59.49	54.20	60.68	55.28
Electronic Camera Operator	43.73	39.84	44.60	40.64	45.50	41.45
Electronic Camera Assistant	29.16	26.57	29.75	27.10	30.34	27.64
<b>PUBLICITY</b>						
Senior Unit Publicist	30.45	27.74	31.06	28.30	31.68	28.86
Junior Unit Publicist	20.80	18.95	21.21	19.33	21.64	19.71
<b>* WEEKLY</b>						
Director of Photography	5,287.10	4,816.70	5,392.80	4,913.30	5,500.60	5,011.30

<i>*Weekly rates are based on 60 hours guaranteed per week which is equivalent to 70 "pay hours"</i>	<b>June 7, 2009 – April 3, 2010</b>		<b>April 4, 2010 – April 2, 2011</b>		<b>April 3, 2011 – March 31, 2012</b>	
	S3.01	S3.02	S3.01	S3.02	S3.01,	S3.02
	S3.03(a)(i)	S3.03(a)(ii)	S3.03(a)(i)	S3.03(a)(ii)	S3.03(a)(i)	S3.03(a)(ii)
	S3.03(b)(i)	S3.03(b)(ii)	S3.03(b)(i)	S3.03(b)(ii)	S3.03(b)(i)	S3.03(b)(ii)
	Tier 1	Tier 2	Tier 1	Tier 2	Tier 1	Tier 2
Operator	3,516.10	3,203.20	3,586.80	3,267.60	3,658.20	3,333.40
First Assistant	2,637.60	2,403.10	2,690.80	2,451.40	2,744.00	2,500.40
Second Assistant	1,861.30	1,695.40	1,898.40	1,729.70	1,936.20	1,764.00
Stills Photographer	2,882.60	2,626.40	2,940.70	2,679.60	2,999.50	2,732.80
Camera Utility Person						
Film Loader						
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Motion Picture Video Coordinator	2,067.80	1,883.70	2,109.10	1,921.50	2,151.80	1,960.00
Motion Picture Video Assistant 1	1,553.30	1,415.40	1,584.80	1,443.40	1,616.30	1,472.10
Motion Picture Video Assistant 2	1,164.80	1,061.20	1,187.90	1,082.90	1,212.40	1,104.60
Digital Imaging Technician	2,637.60	2,403.10	2,690.80	2,451.40	2,744.00	2,500.40
Digital Utility Person						
Electronic Director of Photography	3,868.90	3,525.20	3,946.60	3,595.20	4,025.00	3,667.30
Electronic Camera Operator	2,902.20	2,644.60	2,960.30	2,697.10	3,019.80	2,751.00
Electronic Camera Assistant	1,934.80	1,762.60	1,973.30	1,797.60	2,013.20	1,834.00
<b>PUBLICITY</b>						
Senior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A
Junior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A
<b>* WEEKLY (HOURLY)</b>						
Director of Photography	75.53	68.81	77.04	70.19	78.58	71.59
Operator	50.23	45.76	51.24	46.68	52.26	47.62
First Assistant	37.68	34.33	38.44	35.02	39.20	35.72
Second Assistant	26.59	24.22	27.12	24.71	27.66	25.20
Camera Utility Person						
Film Loader						

<i>*Weekly rates are based on 60 hours guaranteed per week which is equivalent to 70 "pay hours"</i>	<b>June 7, 2009 – April 3, 2010</b>		<b>April 4, 2010 – April 2, 2011</b>		<b>April 3, 2011 – March 31, 2012</b>	
	S3.01	S3.02	S3.01	S3.02	S3.01,	S3.02
	S3.03(a)(i)	S3.03(a)(ii)	S3.03(a)(i)	S3.03(a)(ii)	S3.03(a)(i)	S3.03(a)(ii)
	S3.03(b)(i)	S3.03(b)(ii)	S3.03(b)(i)	S3.03(b)(ii)	S3.03(b)(i)	S3.03(b)(ii)
	Tier 1	Tier 2	Tier 1	Tier 2	Tier 1	Tier 2
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Stills Photographer Motion Picture	41.18	37.52	42.01	38.28	42.85	39.04
Video Coordinator Motion Picture	29.54	26.91	30.13	27.45	30.74	28.00
Video Assistant 1 Motion Picture	22.19	20.22	22.64	20.62	23.09	21.03
Video Assistant 2 Motion Picture	16.64	15.16	16.97	15.47	17.32	15.78
Digital Imaging Technician	37.68	34.33	38.44	35.02	39.20	35.72
Digital Utility Person Electronic Director of Photography	55.27	50.36	56.38	51.36	57.50	52.39
Electronic Camera Operator	41.46	37.78	42.29	38.53	43.14	39.30
Electronic Camera Assistant	27.64	25.18	28.19	25.68	28.76	26.20
<b>PUBLICITY</b>						
Senior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A
Junior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A

**WORK PERMIT APPLICATION TO THE INTERNATIONAL PHOTOGRAPHERS GUILD  
OF THE MOTION PICTURE AND TELEVISION INDUSTRIES  
IATSE, LOCAL 669-WESTERN CANADA**

I hereby make application for a work permit from the International Photographers, Local 669 of the International Alliance of Theatrical and Stage Employees and Moving Picture Machine Operators of the United States and Canada. I authorize Local 669 to negotiate, bargain collectively, present and discuss grievances with my employer, as my representative and as my sole and exclusive Collective Bargaining agency. I shall abide by the Constitution, By-Laws, Decisions, Rules, Regulations and Working Conditions of Local 669. I base my application on the following facts that I affirm to be true:

I \_\_\_\_\_ was born on \_\_\_\_\_  
name day/month/year

now reside at \_\_\_\_\_  
street city province/state postal / zip code

Social Insurance Number \_\_\_\_\_/Social Security Number \_\_\_\_\_

I wish to be employed by \_\_\_\_\_

On the production entitled \_\_\_\_\_

For the position of \_\_\_\_\_

For the period: from: \_\_\_\_\_ to: \_\_\_\_\_

My Union Affiliations are \_\_\_\_\_

In making this application, I authorize the employer to deduct from my gross wages and to pay to IATSE Local 669 fees and dues in accordance with the prevailing practice for members of IATSE Local 669.

**Note:** You are not required to pay dues if you are already covered under an IATSE Local 600 Agreement. If this is the case, you must place a checkmark in the follow box:

Signature of Applicant: \_\_\_\_\_ Dated: \_\_\_\_\_

The International Photographers Guild, IATSE, Local 669 hereby confirms that the above named person is permitted to work in the following capacity \_\_\_\_\_

on the production currently entitled \_\_\_\_\_

Signature of Local 669 authorized agent: \_\_\_\_\_



This work permit application can also be downloaded from the Local 669 website : <http://www.ia669.com/productionoffice.html>

April 1, 2009  
**BULLETIN**

**Re: Employment Expenses – Completion of T2200 form**

## **Introduction**

This Bulletin discusses the circumstances under which an employee may request the completion of a T2200 form. It is hoped that this Bulletin will facilitate the completion of those forms in a timely and efficient manner.

## **Purpose of the T2200 Form**

The *Income Tax Act* of Canada permits employees to deduct certain expenses from their income where those expenses have been incurred as a result of their employment. Examples of such deductions include expenses incurred as a result of having used a motor vehicle or having paid the costs of travel.

In order to claim these expenses an employee must obtain from his or her employer a prescribed form certifying that certain conditions have been met. That form is known as a Form T2200 and can be found at [www.cra-arc.gc.ca/E/pbg/tf/t2200/t2200-05e.pdf](http://www.cra-arc.gc.ca/E/pbg/tf/t2200/t2200-05e.pdf), A copy of the current version is attached.

## **Timing**

Because the Form requires an employer to certify certain conditions of employment it is important that employees request to have the form completed while they are still actively employed and the production is still underway. Where requests are not made during this time frame it may be extremely difficult for an employer to make the necessary declarations contained in the form.

## **Summary**

It is part of the payroll obligations of an employer to complete the T2200 form when requested to do so. The form may be completed before or after the production wraps. At the same time such requests must be made before a production wraps in order that an employer's representative who is knowledgeable about the declarations contained in the form be available.

## **Productions Made for New Media**

This confirms the understanding of the Union and the Employer concerning the terms and conditions which the Employer may elect to apply to the production of entertainment motion pictures of the type that have traditionally been covered under the Agreement or the Supplemental Agreement which are made for the Internet, mobile devices, or any other new media platform in existence as of March 29, 2009 (hereinafter collectively referred to as “New Media”).<sup>1</sup>

The parties mutually recognize that the economics of New Media production are presently uncertain and that greater flexibility in terms and conditions of employment is therefore mutually beneficial. If one or more business models develop such that New Media production becomes an economically viable medium, then the parties mutually recognize that future agreements should reflect that fact.

### **A. Terms and Conditions of Employment on Derivative New Media Productions**

A “Derivative New Media Production” is a production for New Media based on an existing dramatic television motion picture covered by this Agreement, including the Supplemental Agreement, that was produced for “traditional” media – e.g., a free television, basic cable or pay television motion picture (‘the source production’) – and is otherwise included among the types of motion pictures traditionally covered by the Agreement or Supplemental Agreement.

Employees may be employed by an Employer and assigned to a Derivative New Media Production as part of their regular workday on the source production. The work for the Derivative Production shall be considered part of the workday for the Employees on the source production and shall trigger overtime if work on the Derivative Production extends the workday on the source production past the point at which overtime would normally be triggered on the source production. All other terms and conditions, including fringe benefits, shall continue as if the Employee were continuing to work on the source production.

In all other situations, terms and conditions of employment are freely negotiable between the Employee and Employer, to the extent permitted by the applicable Provincial Employment Standards Act, except for those provisions identified in Paragraph C. below, and provided that the Employee and Employer cannot negotiate wages and overtime less than the minimums set out in the applicable Provincial Employment Standards Act for Employees not covered by a collective agreement.

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<sup>1</sup> This Sideletter applies to the production of certain types of programs intended for initial use in New Media and does not cover work involved in the selection of content for, design or management of any website or any other New Media platform on which productions made for New Media appear.

## **B. Terms and Conditions of Employment on Original New Media Productions**

Terms and conditions of employment on Original New Media Productions are freely negotiable between the Employee and Employer, to the extent permitted by the the applicable Provincial Employment Standards Act, except for those provisions identified in Paragraph C. below, and provided that the Employee and Employer cannot negotiate wages and overtime less than the minimums set out in the applicable Provincial Employment Standards Act for Employees not covered by a collective agreement.

## **C. Other Provisions**

### **(1) Fringe Rates**

The aggregate fringe rate payable for Pension, Health, Holiday Pay and Vacation Pay on covered New Media Productions shall be ten percent (10%) of straight time earnings only. The Union shall allocate the percentage among the aforementioned fringe categories. The Employer is not required to make Pension and Health contributions on behalf of any Employee who has been issued a work permit, provided that proof of payment to such Employee's Pension and Health plan is provided to the Union.

### **(2) Grievance and Arbitration**

The provisions of Article Eleven of the Agreement, "Grievance and Arbitration" shall apply.

### **(3) Staffing**

It is expressly understood and agreed that there shall be no staffing requirements on New Media Productions and that there will be full interchange of job functions among Employees, so that a single Employee may be required to perform the functions of multiple job classifications covered hereunder.

### **(4) No Strike, No Lockout**

The provisions of Article 1.12 of the Agreement, "No Strike, No Lockout," shall apply.

### **(5) Assignment of Wages**

The provisions of Article 9.06 of the Agreement, "Assignment of Wages," shall apply.

### **(6) Layoff, Termination of Employment and Replacement**

The following provisions of this Agreement shall apply to all Employees employed on New Media Productions: Article 1.11, "Union Representatives;" Article 4.09, "Force Majeure;" and Article 10, "Lay Off and Discharge."

(7) No Other Terms Applicable

Except as expressly provided in this Sideletter, no other terms and conditions of this Agreement or Supplemental Agreement shall be applicable to Employees employed on New Media Productions.

**D. Sunset Clause**

The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of New Media Productions are in the process of exploration, experimentation and innovation. Therefore, the provisions of this Sideletter shall expire on the termination date of the Agreement and will be of no force and effect thereafter.