

British Columbia and Yukon Council of Film Unions



**TEAMSTERS
UNION
LOCAL
NO. 155**



MASTER AGREEMENT

March 29, 2009 – March 31, 2012

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THIS AGREEMENT is created in the City of Vancouver in the Province of British Columbia as of the 29th day of March 2009 effective as such date by and between the negotiating producer entities all of whom are parties of the first part, hereinafter referred to collectively as the "Producers" and individually as a "Producer," and the British Columbia and Yukon Council of Film Unions, party of the second part comprised of three separate and distinct local trade Unions, hereinafter referred to as the "Council."

WHEREAS, the Producers are engaged in the making, taking, processing, editing, producing and distributing of motion and still pictures throughout Canada, the United States, and elsewhere, and they severally are desirous of establishing an opportunity to enter into an agreement with respect to the matters and things hereinafter in this agreement set forth; and

WHEREAS, the parties hereto, with the desire and intention of making their relationship harmonious have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of bilateral rights, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the employers for whom the constituent members of the Council are the bargaining agent and,

WHEREAS, the Council has been established under the order of the British Columbia Labour Relations Board as the appropriate bargaining agent for three local trade Unions — whose members are employed in motion picture productions in British Columbia — and each local trade Union that is a member of the Council is severally desirous of entering into an agreement with respect to the matters and things hereafter in this agreement set forth, so that the same may inure to the benefit of the members of the Council's Trade Unions; and

WHEREAS, said three local trade Unions of the Council are named as follows:

Motion Picture Studio Production Technicians, Local 891 of the International Alliance of Theatrical and Stage Employees, Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada ("Local 891"); and

Teamsters Union Local No. 155 ("Local 155") affiliated with the International Brotherhood of Teamsters; and

International Photographers Local 669 of the International Alliance of Theatrical and Stage Employees, Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada ("Local 669"); and

WHEREAS, this agreement is the "Master Agreement," which has been negotiated and entered into pursuant to the British Columbia Labour Relations Board's December 15, 1995 decision addressing the appropriateness of a Council as bargaining agent for Local 155, Local 669 and Local 891, among others, after an inquiry into the unique and distinguished film industry in British Columbia. This Master Agreement comprises specific provisions covering the Council's member Unions, and Appendices, which contain provisions unique to each individual Council-member Union. This agreement, including its Appendices, is hereinafter referred to as the "Master Agreement"; and,

WHEREAS, the terms and conditions of this Master Agreement are paramount in the labour relationship between the Parties and take priority over internal rules and policies of the

Parties, including the Council's member Unions; and,

WHEREAS, now, therefore, in consideration of the mutual covenants, conditions and agreements herein contained, the Council and the Producers (hereinafter referred to as the "Parties") agree to the following:

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," "B," or "C."

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

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 Council as the sole bargaining agent for all persons or loan-out corporations employed or engaged under this Master Agreement in the classifications listed in the attached Appendices "A," "B," and "C," all of whom are called "Employees" with respect to productions within the exclusive jurisdiction of the Council and as to other productions which an Employer (as defined in Article 1.02 below) elects to produce under this Master Agreement.

1.02 Adherence to Master Agreement: Any person or corporation now or hereafter engaged in the business of producing motion pictures in British Columbia shall be afforded the opportunity of becoming a party to this Master Agreement. This Master Agreement does not bind the Producers; a Producer is not an "Employer." However, any person or corporation that desires to become a party to this Agreement will provide the Council with an executed Letter of Adherence, which is a statement of agreement to be bound to the terms and conditions of this Master Agreement for a specific production or for a definite period of time within the Term of this Master Agreement along with an acknowledgement of the Council's Prior Obligations set forth in the written notice described in Article 1.03 below. Any person or corporation that provides the Council

with an executed Letter of Adherence is hereinafter referred to as the "Employer" for the specific production or period of time covered thereby. When reasonable grounds exist to believe that a prospective Employer will be unable to meet its financial obligations under the Master Agreement the Council may refuse to permit that prospective Employer to adhere to the Master Agreement.

- 1.03 Prior Obligations:** This Master Agreement shall not be construed to interfere with any obligation the Council's member Unions owe 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 the execution of a Letter of Adherence.
- 1.04 Exclusive Jurisdiction and 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 Master Agreement, "High-Budget-Feature Motion Pictures" are motion pictures that have budgets for Council-represented-Employee-Labour costs exceeding four million dollars (\$4,000,000.00). (Negotiating parties reserve their rights to amend or modify this Article if the Actors or Directors Guild are added to the Council.)
- 1.05 Non-Exclusive Jurisdiction and Scope:** Motion pictures not specifically identified in Article 1.04 above are within the jurisdiction of the Council and Scope of this agreement only if an Employer, with the consent of the Council, elects to produce such a motion picture under the terms of this Master Agreement.
- 1.06 Excludes *Labour Relations Code* Section 50(2) and Section 50(3):** Pursuant to *Labour Relations Code* Section 50(4), the operation of *Labour Relations Code* Section 50(2) and Section 50(3) shall be excluded from this Master Agreement and shall not apply to this Master Agreement.
- 1.07 Minimum Rates:** The Minimum Rates enumerated in the Appendices to this Master Agreement are basic minimum scales and nothing in this Master 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 Council recognizes that the Employer reserves all rights of management except where expressly limited by this Master 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 Council.
- 1.10 Good Standing:** The Employer agrees to employ only members in good standing with

the appropriate Council-member Union. An Employee's failure to show good standing with the appropriate Council-member 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 Council-member Union and the Employee has executed an assignment of wages pursuant to Article 9.06 of this Master Agreement, and has not revoked such assignment; or
- (b) The Employee has a duly signed and sealed Union Work Permit.

1.11 Council Representatives: Where possible, advance notice will be given to the Employer so an authorized representative of the Council 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 Council agrees that, during the term of this Master Agreement, there shall be no strike, work stoppages or disruptive activity by the Council, a Council-member 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 Master Agreement, including its Appendices, are in Canadian Dollars except as expressly provided otherwise hereunder.

1.14 Applicable Law: This Master Agreement is made and entered into in the Province of British Columbia and in all respects the laws of British Columbia and/or the laws of competent jurisdiction shall apply.

1.15 Severability: In the event a portion of this Master Agreement is found illegal by a tribunal of competent jurisdiction, the Parties agree that the balance of this Master Agreement shall remain in effect. Should any aspect be reversed in law, the issue will be the subject of good-faith negotiations initiated by the Consultation Committee described in Article 1.17.

1.16 Enabling Procedure: The Council will review each Employer's or prospective Employer's individual request to amend or modify this Master Agreement for a specific production. Within twenty-four (24) hours of receipt of the request, a representative of the Council may request a telephonic meeting with a representative of the party making

such request. The representative of the Council 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 Master Agreement. The Council 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. A copy of any Letter of Understanding will be provided to the Employer, a designated representative thereof and the British Columbia Branch of the CFTPA.

1.17 Consultation Committee: A consultation committee shall be established if a party makes a written request for one after the notice to commence collective bargaining is given or after the collective bargaining begins. Such consultation committee will meet annually during the term of this Master Agreement about issues relating to the workplace that affect the Parties, any Employer or any Employee.

1.18 Technological Change:

- (a) Definition of Technological Change: As used herein, the term "technological change" means the introduction of any new or modified devices or equipment for the purpose of performing any work by Employees covered by this Master Agreement, which directly results in a change in the number of Employees employed under this Master Agreement or which results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof or in requiring substantially different training, qualification or skills therefore.
- (b) Notice of Technological Change:
 - (i) When an Employer specifically intends to implement a technological change, it shall give written notice thereof to the Council as soon as possible, but not less than thirty (30) days prior to instituting such change.
 - (ii) If the Council believes a technological change has occurred, it shall provide written notice thereof to all Employers as soon as possible, but not more than thirty (30) days after the Council or any Council-member Union knew or should have known of such technological change.
- (c) Technological Change Adjustment - Consultation Committee: After notice has been given, the Employers and the Council shall meet pursuant to Article 1.17 and, in good faith, endeavour to develop a technological change adjustment plan, which may include provisions respecting any of the following:
 - (i) Human resource planning and Employee counselling and retraining;
 - (ii) Termination of a classification and creation of a new classification with appropriate scale minimum wage;
 - (iii) Notice of termination and severance pay for those Employees displaced by the technological change during the course of a production;
 - (iv) A bipartite process for overseeing the implementation of the adjustment plan.

- (d) Amendment to the Master Agreement: If, after meeting in accordance with subparagraph (c) of this Article 1.18, the parties have agreed to a technological change adjustment plan, it is enforceable as if it were part of the Master Agreement, and the Master Agreement shall be amended accordingly.

- 1.19 Subcontracting:** The Employer will not subcontract bargaining unit work which customarily and historically has been performed by Employees covered by this Master Agreement unless the affected Council-member 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 British Columbia. When practicable, the Employer shall deliver a minimum of one week's advance notice to the Council 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 *Personal Information Protection Act*.

Article Two: Jurisdiction

- 2.01 Territorial Jurisdiction:** The provisions of this Master Agreement shall apply to the Province of British Columbia and, to the extent permitted by law, any Employee hired in British Columbia that the Employer elects to transport outside the Province.
- 2.02 Jurisdictional Disputes:** The Council 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 per-cent (10%) less than Feature rates and a fringe rate four percent (4%) less than the theatrical fringe rate.
- Eight million dollars CAD (8 million) and below: rates eighteen per-cent (18%) less than Feature rates and a fringe rate four percent (4%) less than the theatrical fringe rate.

The Council 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 Council exercises its right to conduct an audit and it is determined that the Production exceeded the money break, the Employer shall pay the Council's reasonable audit costs.

"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.

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 British Columbia until the Employer has a copy of the Work Permit signed by the individual and endorsed by the applicable Council-member Union. See Appendix "E" for attached forms.
- (b) The properly filled out Council Union Work Permit Application, signed by the applicant, must be accompanied by the following information prior to the Council'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 Council-member 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 3.02 and Article 3.04. Furthermore, all work permits granted under Article 3.02, 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 Council for any job classification described in the appendices to this agreement shall secure a Work Permit from the appropriate Council-member Union and if necessary, secure clearance from the Human Resources Development Canada (HRDC) in cooperation with the appropriate Council-member Union.
- (f) The rates, conditions, and/or terms of this Master Agreement must be fully met, except when another collective agreement applies which does not diminish the terms of this Agreement.

3.02 Guaranteed Permits: For a feature motion picture as defined in Article 1.04 of this agreement, the Employer will be allowed an aggregate of six (6) permits, with a limit of one (1) per department.

Notwithstanding the foregoing, this language is not intended to alter the practice of granting work permits to non-Council represented Employees on all feature and television productions covered by this Agreement as outlined herein.

3.03 Qualified Permits:

After the Employer has given reasonable consideration (including the granting of an interview if requested by a Council-member Union) to available qualified applicants, the Council 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 in British Columbia; or
- (d) Persons for whose position the Council-member 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) per Department, provided, however, Council-member Unions will not unreasonably deny granting additional work permits consistent with past practices.

3.04 Personal Services Employees: Permits will be granted for a personal Make-Up Artist, personal Hair Stylist, and/or personal Dresser, for an individual Cast member, and that Cast member's Stunt and/or Photo Double. If the permitted Employee is unavailable to implement these duties then an IATSE 891 member will be assigned as needed.

3.05 Counterpart Job Classifications: If the Employer chooses to hire an individual who is not a member of a Council-member 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 Council Union. In the situation where a permit being granted is contingent on a counterpart position being hired from the Council-member 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 a Council-member Union, the Employer shall advise

the applicable Council-member Union that it is seeking to hire Employees on distant location. Within 3 business days of such notification by the Employer, the Council-member 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 Council represented Employees who are qualified for the job assignment in question shall be given such assignment. If the Council-member Union fails to supply the necessary number of qualified Council 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 a Council-member Union. The Council-member Union will grant work permits to such Employees.

3.07 Union Roster Permittees: In the event that there may be only one qualified member available from within a specific department, then that department — in concert with the Council Union taking into account the general local membership, members of sister locals and experience roster personnel approved by the department in question — will endeavour to provide additional candidates with screen credits at least equal to that of the available member.

3.08 Revocation of Work Permit: If, following the issuance of a Union driven Work Permit, a member of the applicable Council Union who is capable in the Union's opinion, of performing the work required becomes available, the Union may revoke the work permit. The Employer agrees to discharge any Employee, except Heads of Departments and First Assistants/Best Boy, and Second Assistants who has had his/her work permit revoked and shall hire the Union member who is available. This does not apply to guaranteed work permits as outlined in 3.02, 3.03 and/or 3.04.

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 Appendices 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) sign writing;
- (c) screening of rushes;
- (d) screen tests;
- (e) pre-light and pre-rig;
- (f) pick-up shots, inserts and re-shoots where work is to be performed by a bona-fide

- second unit;
- (g) location scouting;
- (h) greens pre-placement for locations with restricted access and greens maintenance.

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.
 - (iii) The Council and the affected Employees shall be given seven (7) calendar

days notice of such work-week shift.

- (iv) The Council 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 (12th) 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 turnaround 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 Council 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 Occupational First Aid Certificate Holders:** The Laws of British Columbia require an "Attendant" that holds a valid Occupational First Aid ("OFA") Certificate, either Level

One, Level Two or Level Three to be present at the work site. Whether the Attendant must possess a Level One, Level Two or Level Three OFA Certificate depends on the amount of travel time to a "Hospital" and the "number of workers per shift." Such Attendant may be an Employee. The OFA Certificate holder shall be determined by the date of hire. If there is not a First Aid or First Aid/Craft Service Employee assigned to a work site that requires an "Attendant" with the requisite OFA Certificate, an Employee who accepts responsibility for First Aid and who possesses an OFA Certificate of a Level that is equal to or greater than the level required at the subject work site will be paid the following premium:

If the work site requires a Level One OFA Certificate - \$1.50/hour;

If the work site requires a Level Two OFA Certificate - \$2.00/hour;

If the work site requires a Level Three OFA Certificate - \$2.50/hour.

Only the OFA Certificate holder designated by the Employer shall receive the additional amount set forth above. The position of "Attendant" shall not conflict with the Employer's requirement to employ a First Aid/Craft Service person.

Article Five: Travel

5.01 Studio Zones:

- (a) The Vancouver Studio Zone (please see page ♦ for map) 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 200th Street in Langley, B.C; and
 - On the South, the Canada/U.S. border.
- (b) The Studio Zone for Greater Victoria (please see page ♦ for map) 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 Council, 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.

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 provision does not change the provisions of Article A1.19 or Article C7.02 regarding nine (9) hours 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 Pacific Northwest Hours: Each Employer, with ten (10) hours notice, may institute a "Pacific Northwest 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 (1/2) 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 Pacific Northwest 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 Pacific Northwest 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, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other Holiday prescribed by regulation.

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 Master 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 (2nd), third (3rd), or fourth (4th) work day of the work week, the Employer may request a waiver from the Council to allow the first (1st) or fifth (5th) 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 Council 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 Council 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
 - (i) IATSE Local 891: Fifteen percent (15%).
 - (ii) IATSE Local 669: Fifteen percent (15%).
 - (iii) Teamsters Union Local No.155: Fifteen and one-half percent (15.5%).
 - (iv) Effective June 7, 2009: \$4 per day supplemental contribution to be made to the health plans of each of the three unions.

- (b) Effective April 4, 2010:
 - (i) IATSE Local 891: Fifteen percent (15.0%).
 - (ii) IATSE Local 669: Fifteen percent (15.0%).
 - (iii) Teamster Local 155: Fifteen and one half percent (15.5%).
 - (iv) \$8 per day supplemental contribution to be made to the health plans of each of the three unions.

- (c) Effective April 3, 2011:
 - (i) IATSE Local 891: Fifteen percent (15.0%).
 - (ii) IATSE Local 669: Fifteen percent (15.0%).
 - (iii) Teamsters Union Local No.155: Fifteen and one-half percent (15.5%).
 - (iv) \$12 per day supplemental contribution to be made to the health plans of each of the three unions.

The Council may allocate such percentage between the aforementioned 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 applicable IATSE or Teamsters Pension and Health plan is provided to the Council.

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:
 - (i) IATSE Local 891: Nineteen percent (19%).
 - (ii) IATSE Local 669: Nineteen percent (19%).

- (iii) Teamsters Union Local No.155: Nineteen and one-half percent (19.5%) .
 - (iv) Effective June 7, 2009: \$4 per day supplemental contribution to be made to the health plans of each of the three unions.
- (b) Effective April 4, 2010:
- (i) IATSE Local 891: Nineteen percent (19.0%).
 - (ii) IATSE Local 669: Nineteen percent (19.0%).
 - (iii) Teamsters Union Local No.155: Nineteen and one-half percent (19.5%)
 - (iv) \$8 per day supplemental contribution to be made to the health plans of each of the three unions.
- (c) Effective April 3, 2011
- (i) IATSE Local 891: Nineteen percent (19.0%).
 - (ii) IATSE Local 669: Nineteen percent (19.0%).
 - (iii) Teamsters Union Local No.155: Nineteen and one-half percent (19.5%).
 - (iv) \$12 per day supplemental contribution to be made to the health plans of each of the three unions.

The Council may allocate such percentage between the aforementioned 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 applicable IATSE or Teamsters Pension and Health plan is provided to the Council.

- 8.03** (a) First Year Television Series: All Television Rates in Appendices "A", "B" and "C" shall be ten percent (10%) less than the rates in the current wage schedule for Feature Films in Appendices "A", "B" and "C". The total fringe rate applicable to all Council-member unions 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 (2nd) year.

- (b) One-Hour Network Pilots: The scale minimum wages shall be eighteen percent (18%) less than the applicable Feature Film Rates in Appendices "A", "B" and "C" for one-hour network Pilots. The total fringe rate applicable to all Council-member unions shall be two percent (2%) less than the applicable rates in Article 8.01.

The foregoing shall be applicable only to new series that begin production after March 30, 2009. (Therefore, the provisions of modified Article 8.03 shall not apply to "Harper's Island.") If a series is ordered and commences production after March 30, 2009 based on a network pilot produced prior to that date then the provisions proposed in 8.03 (a) will apply to that series.

8.04 BC – CFTPA Administration Fee:

Each Employer, with the exception of those Employers associated with a member of the Alliance of Motion Picture and Television Producers in Encino, California, will pay to the British Columbia Producers Branch of the Canadian Film and Television Production Association (the BC Branch of the CFTPA) as follows:

- (a) If the Employer is a member in good standing of the CFTPA as of the date of remittance of the Administration Fee, the Employer shall pay to the BC branch of the CFTPA a sum equal to one percent (1%) of the Gross Wages of each Employee, to a maximum of : O ne T housand F ive H undred D ollars (\$1,500) pe r episode of a television series; Two Thousand Dollars (\$2,000) per television movie or low-budget feature; F our T housand F ive H undred D ollars (\$4,500) pe r hi gh-budget feature or mini-series. During the life of this A greement, only t he BC branch of t he CFTPA may amend the amounts and maximums set out in this paragraph.
- (b) However, if the Employer is not a member in good standing of the CFTPA, or an affiliate of the AMPTP, the Producer shall pay to the Council a sum equal to four percent (4%) of each Employee's Gross Wages, of which fifty percent (50%) shall be remitted to the BC branch of the CFTPA. The Employer shall direct the appropriate payroll company to remit the CFTPA portion of the fee to the CFTPA within ten business days of the end of the week in which the fees were received.
- (c) During the life of this Agreement, only the BC branch of the CFTPA may amend the amounts and maximums set out in paragraph (a), and with the agreement of the Council, paragraph (b), above.
- (d) An Employer who is an affiliate of the AMPTP shall pay any levies that may be due to the AMPTP directly to the AMPTP. A member in good standing of the CFTPA is defined as a member whose payments to the association for membership dues and administration fees are up to date.
- (e) The C ouncil will send to t he a ppropriate a ssoociation letters of a dherence on a n ongoing basis as received.

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 Master 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:

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 appropriate Council-member 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 Master 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 Master 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 Employer, a cheque mailed to the address of the Employee, or to the Council 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 Council 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 British Columbia *Labour Relations Code*, R.S.B.C. 1996, c..244, § 16, the Employer will honour an Employee's written assignment of wages to the Union unless the assignment is declared null and void by the British Columbia Labour Relations Board 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 *Labour Relations Code*. The Employer will remit to the appropriate Council-member 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 appropriate Council member with copy of same.

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 Master 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 Council-member Union believes the action to be unjustified, the Council 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 Council and CFTPA offices and updated on a regular basis.

Article Eleven: Grievance and Arbitration

11.01 Statement of Policy: The Council or Council 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 Council 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 Master 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 Master 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 Council, as to the interpretation, application, or performance of this Master 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 Council. 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 Council — 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 Council 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, the Council, or a Council Member that has obtained the authorization of a majority of the Council Members may proceed to final and binding arbitration pursuant to Article 11.04.

- (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 Master Agreement through negotiations or the consultation committee 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 BC Arbitrator's Association, or a mutually agreed upon arbitrator. An Arbitrator named on the list of Arbitrators of the BC 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 Master 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 Master 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 BC Arbitrator's Association 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 Master Agreement, award punitive damages, award money damages to the Council, its member Unions 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 applicable laws, which for greater certainty include the *Workers' Compensation Act* and its Regulations.

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 The Negotiating Producers shall forthwith appoint a representative to SHAPE. Producers shall advise the Council in writing of the Employer Representatives assigned to administer the Production's Occupation Safety and Health Program.

12.06 Producers shall inform the applicable Council member-Union(s) when a workplace accident has resulted in an Employee being admitted to hospital. Producers will copy the applicable Council member-Union(s) with all Workers' Compensation Board Form 7's and Accident/Near Miss Investigation Reports within five (5) days of their being provided to WCB.

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 Master 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 Letter of Adherence but will continue with regard to any claim made against an Employee after the expiration of the Letter of Adherence 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 Council or the Council-member Unions 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 Notwithstanding any provisions in this Agreement or any Individual Employment Contract signed by an Employee, the Employer agrees that no Employee shall be required to start work prior to the signing of a Letter of Adherence with the Council, accompanied by the appropriate Performance Bond to guarantee wages and other monies due and payable, in the amounts of :

FEATURES:	One Hundred and Fifty Thousand Dollars (\$150,000.00)
SERIES:	One Hundred Thousand Dollars (\$100,000.00)
PILOTS:	Sixty Thousand Dollars (\$60,000.00)
T.V. MOVIES:	Sixty Thousand Dollars (\$60,000.00)

or an otherwise agreed upon financial instrument.

At the end of principal photography one-half (1/2) of such amount shall be returned to the Employer if no general payroll default has taken place. The balance of the bond shall be released two (2) weeks after the production has been completed and Separation Certificates have been issued to all Employees and the Employer has satisfied all of the obligations of this Agreement, including the settlement of any outstanding grievances.

Subject to the above, partial bonds shall be returned to the Employer upon application at any time. When a bona fide dispute arises, the amount to be retained by the Council or its member Union will be predicated on the outstanding liability and the Council and/or its member Union shall not withhold bonds beyond that necessary to protect the outstanding liability.

Should an Arbitrator find that the Employer has breached this Agreement, the Council may deduct from the amount of the Bond any monies that the Arbitrator determines are owing to Employees and/or the Union arising out of a breach of this Agreement.

Article Fifteen: Employee Assistance Program

15.01 EAP: The Employer agrees to endorse the concept of the Council-member 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 Council-member Unions and their Good and Welfare entity.

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 their Council-member Union before the Employee is discharged or disciplinary action is taken the Employer will give advance notice to the Employee's Council-member 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 Council-member Unions 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 Master Agreement, which hereby incorporates by reference the attached Appendices "A," "B," "C," "Supplemental Master", "Work Permit Forms", and "Sideletters" is the entire understanding between the Parties.

Article Seventeen: Term of Master Agreement

17.01 Term: The term of this Master 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 891

A1.01 Definitions:

- (a) "Senior Steward": The Employer shall recognize the Senior Steward as an Employee of the Union empowered to provide the Employer with Local 891 Employees covered by this Agreement and further recognizes the Senior Steward and the representative(s) of the Senior Steward as liaison between the Shop Steward and the Employer.
- (b) "Shop Steward": The Employer shall recognize Shop Stewards as appointed by the Union or elected by the members at each studio and/or location. 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 affecting the terms of the Agreement. As I.A. Local 891's safety representative the Shop Steward shall be recognized as an active member of the Employer's Joint Occupational Safety & Health committee.

A1.02 Screen Credits:

- (a) The Employer further recognizes and agrees the insignia of the International Alliance is copyrighted and is the sole property of the Alliance. The Employer hereby agrees to display the insignia as herein authorized, unless the Union advises otherwise, on any and all motion picture films or substitutes thereof, such as tapes, recorded by any method and produced under the terms and conditions of the Agreement which carry screen or air credit title or titles. Said insignia to be clear and distinct, and shall appear on a sufficient number of frames.
- (b) All individual screen credits shall be in accordance with British Columbia film industry custom and practice but subject to approval of Broadcasters and Distributors. Upon the request of a Department Head on any production, the Employer shall provide a letter on the Employer's company letterhead that confirms and attests that such Department Head is or was a Department Head on such production.

A1.03 Name Change or Address Change: Should there be a change of name of the Employer and/or the motion picture's name or title, the Employer agrees to notify the Union, in writing, immediately. Any notices directed to either party are to be addressed to the addresses shown on the Letter of Adherence and both parties will keep each other informed of any changes in address.

A1.04 Sole and Exclusive Bargaining Agent: Without limiting the generality of Article Two the Employer recognizes IATSE Local 891 as the sole and exclusive Bargaining Agent for all Employees of the Employer listed below:

ACCOUNTING

Assistant Accountant
Accounting Clerk 1
Accounting Clerk 2
Accounting Trainee

ART

Production Designer
Art Director
Assistant Art Director
Graphics/Illustrator/
Storyboard Artist/ Set Designer
Draftsperson
Art Department Assistant

CONSTRUCTION

Construction Coordinator
Construction Foreman
Lead Carpenter
Scenic Carpenter
Scenic Helper
Lead Metal Fabricator
Scenic Metal Fabricator
Metal Fabricator Helper
Construction Buyer
Maintenance Person
Sculptor
Model Maker
Lead Labourer
Labourer (Construction)

COSTUME

Costume Designer
Asst. Costume Designer/Coordinator
Set Supervisor
Performer's Costumer
Set Costumer
Prep Costumer
Cutter
Costume Breakdown/FX
Dresser
Seamster/Seamstress

EDITORS

Supervising Editor
Supervising Sound Editor
Editor
Sound Effects Editor
Music Editor
First Assistant Editor
Assistant Dialogue Editor
Assistant Sound Effects Editor
Second Assistant Editor
Negative Cutter/Conformer

FIRST AID/CRAFT SERVICE

First Aid/Craft Service
First Aid
Craft Service

GREENS

Head Greensperson
Best Person (Lead Person)
Greensperson
Greens Helper

GRIPS

Key Grip
Second Grip
Leadman/Setup
Dolly Operator
Rigging Grip
Grip

HAIR

Hair Department Head
Assistant Hairstylist
Second Assistant Hairstylist

LIGHTING/ELECTRICS

Chief Lighting
Technician/Gaffer
Assistant Chief Lighting
Technician/Best Boy
Rigging Gaffer
Lighting Board Operator
Generator Operator
Lighting Technician/Lamp
Operator
Set Wireman

MAKE-UP

Makeup Department Head
First Assistant Makeup Artist
Second Assistant Makeup
Third Assistant Makeup
Special Makeup Effects

PAINTING

Paint Coordinator
Lead Painter
Scenic Artist
Sign Painter/Fabricator
Automotive Sprayer
Scenic Painter
Wallpaper Hanger
Plasterer
Set Painter
Paint Labourer

PRODUCTION OFFICE

Production Office Coordinator
Assistant Production Office
Coordinator
2nd Assistant Production Office
Coordinator

PROPS

Property Master
Assistant Property Master
Props Buyer
Props

**SCRIPT SUPERVISORS/
CONTINUITY****COORDINATOR**

Script Supervisor/Continuity
Coordinator
Assistant to the Script
Supervisor/Continuity
Coordinator

SECURITY

Department is obsolete

SET DECORATING

Set Decorator
Assistant Set Decorator
Set Buyer
Lead Dresser
On-set Dresser
Set Dresser
Draperer/Upholsterer
Assistant Set Dresser

SOUND

Mixer (Production & Dubbing)
Boom Operator
Sound Assistant
Public Address Operator
Playback Operator
Sound Maintenance

SPECIAL EFFECTS

Special Effects Coordinator
First Assistant Special Effects
Special Effects Assistant
Special Effects Labourer

VIDEO

Video Sound Mixer
Video Lighting Director
Video Script Supervisor
Colourist

VISUAL EFFECTS

VFX Artist
VFX Technician

A1.05 Recognition of Jurisdiction - Job Classifications: The Employer and the Union recognize the job classifications as agreed and shall not directly or indirectly change, delete, alter or amend the jobs, transfer job functions from one classification to another or establish a new job without prior written agreement of the Parties.

A1.06 Transfer to Another Bargaining Unit: No Employees shall be transferred to another bargaining unit without his/her consent.

A1.07 Electronic Press Packaging: When an Employer that has executed a Letter of Adherence to this Master 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 units shall be covered by this Master Agreement.

A1.08 Department Head: Each department utilized by an Employer in a Production shall have one Department Head who is a member of that specific department unless a work permit is granted via Article Three Permits.

A1.09 Union to Furnish Employees: The Union agrees to furnish Local 891 Employees covered by this Agreement to perform work in the job classifications of the departments as listed in Article A1.04 of this Master Agreement, and that said Employees will be competent and will perform such work as is required by the Employer under the provisions of this Master Agreement.

Local 891 Employees shall be dispatched as follows:

Department Roster

1. Local 891 shall maintain a roster of its available and qualified members within each department recognized in the Master Agreement (the "Department Roster").
2. In order to remain on the Department Roster, a member must:
 - (a) be a member of Local 891 in good standing as defined in Article 1.10 and;
 - (b) have worked under the Master Agreement no less than thirty (30) days in the preceding three (3) years; or
 - (c) have been unable to meet the requirements of subsection (b) as a result of absences due to disability, parental, union or political leave.

Auxiliary Roster

3. Local 891 shall maintain a roster of available and qualified workers who are not members of Local 891 (the “Auxiliary Roster”).
4. In order to move from the Auxiliary to the Department Roster, a worker must:
 - (a) have worked ninety (90) days under the Master Agreement; and
 - (b) apply for and be accepted into Membership with Local 891 which membership shall not be unreasonably withheld.

Order of Dispatch

5. Local 891 shall dispatch or the Employer may directly employ persons for employment in the following order:
 - First: Persons on the Department Roster who have been selected by an Employer and who accept dispatch.
 - Second: Persons who are on the Department Roster and who are available and qualified for dispatch according to Local 891’s dispatch procedure.
 - Third: Persons who are on the Auxiliary Roster who have been selected by an Employer and who accept the dispatch.
 - Fourth: Persons who are on the Auxiliary Roster and who are available and qualified for dispatch according to Local 891’s dispatch procedure.
6. When Local 891 is unable to supply available and qualified persons in accordance with the preceding section, the Employer may employ any person under the terms of the Master Agreement.
7. The Employer shall not unreasonably refuse to accept persons dispatched by Local 891.
8. Members on the Department Roster may displace (i.e., bump) employees who were selected or dispatched from the Auxiliary Roster only in accordance with the following conditions:
 - (a) The Member shall notify Local 891 of the proposed bump.

- (b) Local 891 shall determine the last employee selected or dispatched from the Auxiliary Roster and notify the Employer of the proposed bump.
- (c) Following the notification described in (b) Local 891 may dispatch the member to commence work following the completion of the bumped employee's last scheduled shift.
- (d) Articles 10.03 and 10.04 of the Master Agreement do not apply to a bumped employee.
- (e) No member may bump into a position chosen by that member but must accept the position identified by Local 891.

The bumping outlined above shall not occur where it would disrupt consistency or continuity of the crew or the production.

A1.10 Notice of Crew Requirements: The Employer must give the Union reasonable notice of its crew requirements before the call. It is further understood and agreed that, in the event that the Union shall in any specific instance be unable to fill a position as required, the Employer and the Union together shall make other arrangements on that specific occasion as they deem advisable.

In the event that an individual has been hired with less than four (4) dispatch working hours given to Local 891 to dispatch an Employee, Local 891 may replace that individual with an Employee from the Union's dispatch roster at the end of the first shift of the individual's first work day.

A1.11 Layoff - Determination of Employees Effected: The Employer further agrees that when any lay-offs occur, the personnel to be affected by such lay-offs shall be decided upon by the Employer. The Employer must lay off Employees from the Auxiliary Roster prior to laying off Employees from the Department Roster.

A1.12 Script Supervisors:

- (a) Preparation and Pre-timing: The Employer agrees to remunerate Script Supervisors for authorized preparation duties and pre-timing duties. Preparation and pre-timing pay shall be paid as work hours and shall be subject to individual negotiations.
- (b) Script Supervisors shall not be required to supply Equipment such as Digital Camera, Photo Printer, Computer, Printer, FAX Machine, or chair for the implementation of work without remuneration.

A1.13 Script Supervisors - Multi-Camera Setups: When two or more cameras are utilized simultaneously for 50% or more of the shooting time in a day, the Script Supervisor shall be paid an additional sum of sixty dollars (\$60.00).

A1.14 FA/CS: Where the authorized representative of the Producer provides prior approval for cleaning, shopping, re-stocking and preparation of first aid/food equipment and supplies, the First Aid/Craft Service or Craft Service Technicians who provide the approved services shall be paid a minimum of four (4) hours at the prevailing rate. If an Employee on a four (4) 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.

A1.15 Certified Journeyman Electrical Tradespersons/Business Firearms Licence:

- (a) Where required by law and assigned by the Employer, individuals holding and using their ticket shall have their scale rate increased by \$ 2/hour for a Full Entertainment Ticket (FE) and \$3/hour for a Certificate of Qualification in the Trade of Electrician (CQ) authorized by the British Columbia Safety Authority.
- (b) Where required by law, individuals holding and using their Business Firearms Licence shall be paid an allowance of \$3.00 per day.
- (c) The Employer agrees to provide legal representation to employees (including persons employed through a loan-out company) in proceedings before the British Columbia Safety Authority for reported incidents or alleged non-compliance with the *Safety Standards Act*, the *Safety Standards General Regulation* and the *Electrical Safety Regulation* arising out of the employee's duties as Field Safety Representatives.

The employee shall cooperate fully with the Employer in the defense of those proceedings including, but not limited to, providing notice to the Employer immediately upon becoming aware of any reported incident or any alleged non-compliance.

The Employer is not required to continue legal representation if a determination is made by the Employer in good faith that the employee has engaged in willful misconduct or gross negligence as defined in Article 13.01.

The protection provided to the employee under this Article continues under the same terms outlined in Article 13.02 of the Master Agreement.

A1.16 Double Shifting: For purposes of double shifting, off production Employees may be subject to replacement after ten (10) hours of work.

A1.17 Progressive Discipline & Discharge Applicable to Weekly Employees: With respect to Employees hired with a weekly guarantee, Local 891 and the Employer agree that the principles of progressive discipline shall be applied in appropriate circumstances. The Employer agrees to provide Local 891 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."

A1.18 Probationary Period for Weekly Employees: Employees hired on the basis of a weekly guarantee are not guaranteed work beyond the guaranteed weekly period. After the expiration of the appropriate probationary period, the Employer may discharge an Employee on the basis of just and reasonable cause, which includes artistic and creative differences and/or unsuitability. Probationary periods shall be as follows:

- (a) Episodic Television: Four (4) weeks.
- (b) Long-form Television or Pilots: Three (3) weeks.
- (c) Feature Films: An amount of time equal to one-half of the scheduled shooting period.

A1.19 Limitation on Meal Breaks: In no case shall any work period exceed nine (9) hours without a meal break. Pacific Northwest Hours shall not be construed to violate this provision.

A1.20 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:** 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.

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.

- (f) The Employer may make a seventy-dollar (\$70.00) per day payment to the Generator Operator in lieu of paying turnaround encroachment premiums to the Generator Operator.

A1.21 Performing Duties in a Higher Classification:

- (a) Any Employee may be required to perform work in any job classification listed in such Employee's department.
- (b) If at the direction of the Employer, an Employee works for two (2) hours or more in a classification higher than the classification under which the Employee is called for work, the higher rate shall prevail for the entire workday. The Employee reverts to his/her regular classification on the following day unless notified to the contrary.
- (c) Work time in either a higher or a lower classification shall be credited to fulfill the minimum call of the classification in which the Employee was hired.

A1.22 Use of Personal Vehicles: Employees who use their vehicles for business purposes must ensure that vehicles to be used are insured for “business purposes” by the Insurance Corporation of British Columbia (ICBC). Such Employees may request and receive a Revenue Canada Form T2200 from the Employer while employed under this agreement.

IATSE LOCAL 891 RATES

	June 7, 2009 – April 3, 2010		April 4, 2010 - April 2, 2011		April 3, 2011 - March 31, 2012	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate
ACCOUNTING						
Assistant Accountant	31.60	33.18	32.23	33.84	32.87	34.52
Accounting Clerk 1	21.44	22.53	21.87	22.98	22.31	23.44
Accounting Clerk 2	17.69	18.78	18.04	19.16	18.40	19.54
Accounting Trainee	14.39	15.15	14.68	15.45	14.97	15.76
ART						
Production Designer	Negotiable		Negotiable		Negotiable	
Art Director	39.00	40.96	39.78	41.78	40.58	42.62
Assistant Art Director	33.86	35.56	34.54	36.27	35.23	37.00
Draftsperson	27.50	28.86	28.05	29.44	28.61	30.03
Graphics / Illustrator / Storyboard Artist/ Set Designer	30.16	31.66	30.76	32.29	31.38	32.94
Art Department Assistant	14.39	15.15	14.68	15.45	14.97	15.76
CONSTRUCTION						
Construction Coordinator	35.61	37.39	36.32	38.14	37.05	38.90
Construction Foreman	34.15	35.85	34.83	36.57	35.53	37.30
Lead Carpenter	32.23	33.83	32.87	34.51	33.53	35.20
Scenic Carpenter	30.16	31.66	30.76	32.29	31.38	32.94
Scenic Helper	28.10	29.54	28.66	30.13	29.23	30.73
Lead Metal Fabricator	32.23	33.83	32.87	34.51	33.53	35.20
Scenic Metal Fabricator	30.16	31.66	30.76	32.29	31.38	32.94
Metal Fabricator Helper	24.00	25.20	24.48	25.70	24.97	26.21
Construction Buyer	30.16	31.66	30.76	32.29	31.38	32.94
Maintenance Person	28.10	29.54	28.66	30.13	29.23	30.73
Sculptor	32.23	33.83	32.87	34.51	33.53	35.20
Model Maker	32.23	33.83	32.87	34.51	33.53	35.20
Lead Labourer	24.00	25.20	24.48	25.70	24.97	26.21
Labourer (Construction)	22.01	23.11	22.45	23.57	22.90	24.04
COSTUME						
Costume Designer	Negotiable		Negotiable		Negotiable	
Assistant Costume Designer / Coordinator	30.87	32.37	31.49	33.02	32.12	33.68
Set Supervisor	30.87	32.37	31.49	33.02	32.12	33.68

	June 7, 2009 – April 3, 2010		April 4, 2010 - April 2,2011		April 3, 2011 - March 31, 2012	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate
Performer's Costumer	27.50	28.86	28.05	29.44	28.61	30.03
Set Costumer	27.50	28.86	28.05	29.44	28.61	30.03
Prep Costumer	27.50	28.86	28.05	29.44	28.61	30.03
Cutter	27.50	28.86	28.05	29.44	28.61	30.03
Costume Breakdown / FX	27.50	28.86	28.05	29.44	28.61	30.03
Dresser	23.11	24.27	23.57	24.76	24.04	25.26
Seamster / Seamstress	25.92	27.20	26.44	27.74	26.97	28.29
EDITING						
Supervising Editor	37.22	39.08	37.96	39.86	38.72	40.66
Supervising Sound Editor	37.22	39.08	37.96	39.86	38.72	40.66
Editor	34.89	36.65	35.59	37.38	36.30	38.13
Sound Effects Editor	31.60	33.18	32.23	33.84	32.87	34.52
Music Editor	31.60	33.18	32.23	33.84	32.87	34.52
First Assistant Editor	28.26	29.66	28.83	30.25	29.41	30.86
Assistant Dialogue Editor	28.26	29.66	28.83	30.25	29.41	30.86
Assistant Sound Effects Editor	28.26	29.66	28.83	30.25	29.41	30.86
Second Assistant Editor	25.92	27.20	26.44	27.74	26.97	28.29
Negative Cutter / Conformer	30.87	32.37	31.49	33.02	32.12	33.68
FIRST AID / CRAFT SERVICE						
First Aid / Craft Service	31.60	33.18	32.23	33.84	32.87	34.52
First Aid	25.92	27.20	26.44	27.74	26.97	28.29
Craft Service	24.00	25.20	24.48	25.70	24.97	26.21
GREENS						
Head Greensperson	31.60	33.18	32.23	33.84	32.87	34.52
Best Person (Lead Person)	28.26	29.66	28.83	30.25	29.41	30.86
Greensperson	25.92	27.20	26.44	27.74	26.97	28.29
Greens Helper	23.11	24.27	23.57	24.76	24.04	25.26
GRIPS						
Key Grip	31.60	33.18	32.23	33.84	32.87	34.52
Second Grip	28.26	29.66	28.83	30.25	29.41	30.86
Leadman / Setup	28.26	29.66	28.83	30.25	29.41	30.86
Dolly Operator	28.26	29.66	28.83	30.25	29.41	30.86
Rigging Grip	27.50	28.86	28.05	29.44	28.61	30.03
Grip	25.92	27.20	26.44	27.74	26.97	28.29

	June 7, 2009 – April 3, 2010		April 4, 2010 - April 2, 2011		April 3, 2011 - March 31, 2012	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate
HAIR						
Hair Department Head	31.60	33.18	32.23	33.84	32.87	34.52
Assistant Hairstylist	28.26	29.66	28.83	30.25	29.41	30.86
Second Assistant Hairstylist	25.92	27.20	26.44	27.74	26.97	28.29
LIGHTING / ELECTRICS						
Chief Lighting Technician / Gaffer	31.60	33.18	32.23	33.84	32.87	34.52
Asst Chief Lighting Tech. / Best Boy	28.26	29.66	28.83	30.25	29.41	30.86
Lighting Board Operator	28.18	29.66	28.74	30.25	29.31	30.86
Rigging Gaffer	28.26	29.66	28.83	30.25	29.41	30.86
Generator Operator	28.26	29.66	28.83	30.25	29.41	30.86
Lighting Technician / Lamp Operator	25.92	27.20	26.44	27.74	26.97	28.29
Set Wireman	27.50	28.86	28.05	29.44	28.61	30.03
MAKE-UP						
Special Makeup Effects	Negotiable		Negotiable		Negotiable	
Makeup Department Head	31.60	33.18	32.23	33.84	32.87	34.52
First Assistant Makeup Artist	28.26	29.66	28.83	30.25	29.41	30.86
Second Assistant Makeup	25.92	27.20	26.44	27.74	26.97	28.29
Third Assistant Makeup	17.55	18.42	17.90	18.79	18.26	19.17
PAINTING						
Paint Coordinator	35.18	36.92	35.88	37.66	36.60	38.41
Lead Painter	32.23	33.83	32.87	34.51	33.53	35.20
Scenic Artist	32.23	33.83	32.87	34.51	33.53	35.20
Sign Painter / Fabricator	32.23	33.83	32.87	34.51	33.53	35.20
Automotive Sprayer	32.23	33.83	32.87	34.51	33.53	35.20
Scenic Painter	30.16	31.66	30.76	32.29	31.38	32.94
Wallpaper Hanger	30.16	31.66	30.76	32.29	31.38	32.94
Plasterer	30.16	31.66	30.76	32.29	31.38	32.94
Set Painter	28.68	30.08	29.25	30.68	29.84	31.29
Paint Labourer	22.01	23.11	22.45	23.57	22.90	24.04

	June 7, 2009 – April 3, 2010		April 4, 2010 - April 2, 2011		April 3, 2011 - March 31, 2012	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate
PRODUCTION OFFICE						
Production Office Coordinator	31.60	33.18	32.23	33.84	32.87	34.52
Ass't Production Coordinator	28.26	29.66	28.83	30.25	29.41	30.86
2nd Ass't Production Coordinator	15.79	16.56	16.11	16.89	16.43	17.23
PROPS						
Property Master	31.60	33.18	32.23	33.84	32.87	34.52
Assistant Property Master	30.87	32.37	31.49	33.02	32.12	33.68
Props Buyer	28.10	29.54	28.66	30.13	29.23	30.73
Props	25.92	27.20	26.44	27.74	26.97	28.29
SCRIPT SUPERVISORS / CONTINUITY COORDINATOR						
Script Supervisor / Continuity Coordinator	31.60	33.18	32.23	33.84	32.87	34.52
Assistant to Script Supervisor / Continuity Coordinator	17.82	18.71	18.18	19.08	18.54	19.46
SET DECORATING						
Set Decorator	31.60	33.18	32.23	33.84	32.87	34.52
Assistant Set Decorator	29.38	30.77	29.97	31.39	30.57	32.02
Set Buyer	27.50	28.86	28.05	29.44	28.61	30.03
Lead Dresser	26.67	28.01	27.20	28.57	27.74	29.14
On-set Dresser	26.67	28.01	27.20	28.57	27.74	29.14
Set Dresser	25.92	27.20	26.44	27.74	26.97	28.29
Draperer / Upholsterer	25.92	27.20	26.44	27.74	26.97	28.29
Assistant Set Dresser	21.44	22.53	21.87	22.98	22.31	23.44
SOUND						
Mixer (Production and Dubbing)	41.13	43.18	41.95	44.04	42.79	44.92
Boom Operator	34.56	36.27	35.25	37.00	35.96	37.74
Sound Assistant	25.92	27.20	26.44	27.74	26.97	28.29
Public Address Operator	25.92	27.20	26.44	27.74	26.97	28.29
Playback Operator	25.92	27.20	26.44	27.74	26.97	28.29
Sound Maintenance	25.92	27.20	26.44	27.74	26.97	28.29

	June 7, 2009 – April 3, 2010		April 4, 2010 - April 2,2011		April 3, 2011 - March 31, 2012	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate
SPECIAL EFFECTS						
Special Effects Coordinator	34.91	36.68	35.61	37.41	36.32	38.16
First Assistant Special Effects	31.60	33.18	32.23	33.84	32.87	34.52
Special Effects Assistant	27.50	28.86	28.05	29.44	28.61	30.03
Special Effects Labourer	22.01	23.11	22.45	23.57	22.90	24.04
VIDEO						
Video Sound Mixer	31.60	33.18	32.23	33.84	32.87	34.52
Video Lighting Director	31.60	33.18	32.23	33.84	32.87	34.52
Video Script Supervisor	31.60	33.18	32.23	33.84	32.87	34.52
Colourist	31.60	33.18	32.23	33.84	32.87	34.52
VISUAL EFFECTS						
	Weekly Flat Rate (up to 12 Hours / Day)					
VFX Artists (Weekly)						
VFX Artist – Level 1	1,470.84	1,470.84	1,500.26	1,500.26	1,530.27	1,530.27
VFX Artist – Level 2	1,365.78	1,365.78	1,393.10	1,393.10	1,420.96	1,420.96
VFX Artist – Level 3	1,122.00	1,122.00	1,144.44	1,144.44	1,167.33	1,167.33
VFX Technicians (Weekly)						
VFX Technician – Level 1	1,365.78	1,365.78	1,393.10	1,393.10	1,420.96	1,420.96
VFX Technician – Level 2	1,122.00	1,122.00	1,144.44	1,144.44	1,167.33	1,167.33

APPENDIX "B" – TEAMSTERS UNION LOCAL NO. 155

ARTICLE B1 SCOPE OF AGREEMENT AND RECOGNITION

- B1.01** The Employer recognizes Teamsters Union Local No. 155 as the sole and exclusive Bargaining Agent for all Employees hired within the Territorial Jurisdiction of British Columbia and the Yukon Territory in the job classifications and wage rates listed below and employed by the Employer in the Province of British Columbia and whose services are rendered in connection with the production of motion pictures under the supervision of the Employer's executives managing its productions in British Columbia and who are on the payroll of the Employer all of whom will herein be collectively referred to as "Teamsters." This Agreement shall not be applicable to Independent Contractors of Dogs or Dog Acts, Dog Owners, or Dog Trainers and/or Dog Handlers or to Independent Contractors of Wild Animals or Wild Animal Acts, Wild Animal Owners or Wild Animal Trainers and/or Wild Animal Handlers employed as part of an "act" or "package deal," but such Dog or Wild Animal Trainers or Handlers shall not be paid less than the minimum wage scale rates provided herein for Dog or Wild Animal Trainers or Handlers, respectively, as the case may be. For purposes of this Agreement, the terms Dog Handler or Dog Trainer or Wild Animal Handler or Wild Animal Trainer, as used herein, shall be deemed to refer only to Dog or Wild Animal Handlers and/or Trainers who are subject to this Agreement.
- B1.02** The Employer agrees that all vehicles, including animal drawn vehicles, and all transportation equipment, used in pre-production, production and post-production for any purpose whatsoever must be driven or operated by a Teamster who is subject to this Agreement, save and except: Producers and Associate Producers, Production Managers, Location Managers and Assistants, Art Directors and Assistants, Property Masters and Assistants and Buyers, Craft Service/First Aid, Head Painter and Assistants, Construction Coordinator and Assistants, Special Effects Coordinator, Assistants and Buyers, Greens and Assistants, Set Decorators and Assistants and Buyers, Costume Designers and Assistant and Buyers, Accountants and Assistants, Estimators, Editors and Assistant Editors, Production Assistants, Assistant Directors, and Sound Mixer driving his/her own vehicle that is equipped with sound equipment. However, these categories shall not infringe or do work that is historically performed within the Local No. 155's jurisdiction and within the scope of the Transportation Department. Any violations shall be subject to the Grievance Procedure in Article Eleven of the Master Agreement.
- B1.03** When production of a motion picture commences in British Columbia and subsequently continues production outside of the Province, and Teamsters are employed and taken outside of the Province for said production, all terms of this Agreement shall apply to those Teamsters to the extent permitted by law.
- B1.04 Transportation Coordinator:** The Employer shall employ a Transportation Coordinator to make arrangements with respect to the purchasing, leasing or renting of vehicles which may be required by the Employer. All such arrangements shall be subject to the Employer's approval. The Transportation Coordinator shall be responsible for the supervision of Teamsters employed by the Employer or its agent. (Discipline or

dismissal is solely vested with the Employer.)

B1.05 Driver Captain: The Employer shall employ a Driver Captain, who is subject to this Agreement, to make all arrangements and perform all duties assigned by the Transportation Coordinator. The Driver Captain shall be responsible for the direction of Teamster Employees of the Employer as guided by the Transportation Coordinator.

B1.06 Specialized Equipment: When the Employer requires specialized equipment that is not available in the jurisdiction and such equipment must be brought in from another jurisdiction and a condition of rental is that the lessor must supply the driver, the Union agrees that such driver may be used provided he/she is a member in good standing of a Teamsters' Local Union. In that event, he/she may be employed subject to the wages and conditions of his/her own Local Union.

Notwithstanding the above, in the unlikely event that the Employer may require specialized equipment from outside the jurisdiction and a condition of rental is the lessor supply the driver and that driver is not member of a Teamsters Local Union, that driver shall be employed at rates, terms and conditions no less than those contained herein.

B1.07 Security: When the Employer requires Security personnel (other than licensed and bonded Guards) with respect to vehicles, mobile equipment, animals and supplies associated with the same, such work shall be performed by the Employees of the Employer who are bondable members of the Union. Alternatively, the Employer shall obtain the services of a Security Firm having a collective agreement with Union Local No. 155 or equivalent.

B1.08 The Negotiating Producers will continue their present practice of the employment of security personnel until such time as Teamsters Local No. 155 has a pool of licensed and bonded security personnel and is in a position to meet the Producers' security needs. Teamsters Local No. 155 will notify the Negotiating Producers that such pool is available. Thereafter, where the Producer has a need for licensed and bonded security guards, Local No. 155 shall be given the opportunity to provide security personnel acceptable to the Producer for the protection of property or the location. The Consultation Committee shall be responsible for developing a procedure for providing such opportunity to supply security personnel.

B1.09 When the Employer requires the services of a Food Catering Firm with mobile equipment, such work shall be performed by Employees of the Employer who are members of the Union. Alternatively, the Employer shall obtain the services of a Food Catering Firm having a collective agreement with Union Local No. 155 or equivalent.

B1.10 No Employee, except the Transportation Coordinator, shall be required or permitted to make written or verbal agreements with the Employer or its representative which conflicts with this Collective Agreement. Such an Agreement shall not be effective without prior approval of the Union.

B1.11 Dispatch and Layoff:

- (a) Notwithstanding any other provision of this Master Agreement, no person shall be considered to be an Employee with the rights under this Agreement by the sole reason of being eligible to be dispatched from the Union to the Employer. A person will be considered employed by the Employer when he or she is actually dispatched by the Union and the Employer accepts the dispatch assignment. The Employer shall not refuse to accept a dispatched member or delay acceptance of such dispatched member except for just and reasonable cause. Just and reasonable cause for purpose of this provision shall include, but is not limited to:
 - (i) Previous discharge from the employ of the Employer;
 - (ii) Previous discharge or suspension greater than two (2) weeks by another movie industry Employer that has occurred within the previous four (4) months.
 - (iii) Being subject to discipline for reasons of safety, insubordination or job performance deficiency by the Employer or another movie industry employer at the time the dispatch request is made notwithstanding that an arbitrator may later set aside or modify such discipline.
- (b) For the purposes of dispatch and layoff, Employees shall be a member of one of two groups: Group 1 and Group 2. Members shall belong to Group 2 for ten (10) years prior to becoming eligible for inclusion in Group 1.
- (c) Employees shall be dispatched by the Union on the following basis:
 - (i) The Employer shall select the Transportation Coordinator and Captain(s) from among the Union's membership regardless of seniority or length of membership ("name request").

The Transportation Coordinator chosen by the Employer may be a member already working in any classification of a production of the Employer.

- (ii) 1. The Union shall dispatch or the Employer may directly employ persons for employment in the following order:
 - First: Persons in Group 1 who have been selected by an Employer and who accept dispatch.
 - Second: Persons in Group 1 who are available and qualified for dispatch according to Teamsters 155's dispatch procedure.
 - Third: Persons who are in Group 2 who have been selected by an Employer and who accept the dispatch.

Fourth: Persons who are in Group 2 and who are available and qualified for dispatch according to the Union's dispatch procedure.

2. When the Union is unable to supply available and qualified persons in accordance with the preceding section, the Employer may employ any person under the terms of the Master Agreement.
3. The Employer shall not unreasonably refuse to accept persons dispatched by the Union.
4. Members in Group 1 may displace (ie., bump) employees who were selected or dispatched from Group 2 only in accordance with the following conditions:
 - (a) The Member shall notify the Union of the proposed bump.
 - (b) The Union shall determine the last employee selected or dispatched from Group 2 and notify the Employer of the proposed bump.
 - (c) Following the notification described in (b) the Union may dispatch the member to commence work following the completion of the bumped employee's last scheduled shift.
 - (d) Articles 10.03 and 10.04 of the Master Agreement do not apply to a bumped employee.
 - (e) No member may bump into a position chosen by that member but must accept the position identified by the Union.

The bumping outlined above shall not occur where it would disrupt consistency or continuity of the crew or the production.

- (iii) Employers may name request any member in Group 1, until only 4% of the Group 1 members remain.
- (iv) Employers may then name request any member in Group 2, until only 4% of the Group 2 members remain. In that case, Employers may choose any individual, provided that those individuals who were not already members of the Union must become members of the Union after thirty (30) days of working in the industry.
- (v) A job classification must accompany any order for driver.

- (d) Special Equipment Drivers hired on a daily basis by an Employer may be chosen by name request.
- (e) Caterers, Animal Wranglers and Trainers, and Marine Coordinators may be chosen by name request by the Employer.
- (f) Layoff of Employees shall be at the discretion of the Employer, but the Employer must lay off Employees from Group 2 before laying off Employees from Group 1. If non-Union members have been hired (ie., once only 4% of Group 2 members remain), the Employer must lay off the non-Union members prior to laying off Employees in Group 2.

ARTICLE B2 SHOP STEWARD

B2.01 The Union shall elect or appoint a Shop Steward to ensure that the provisions of this Agreement are adhered to. The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Employer shall recognize the Shop Steward as the representative of the Employees, and hereby recognizes that the power to elect a Shop Steward on a production or the elimination of the Shop Steward position is solely vested with the Union. The Union shall notify the Employer by telephone and in writing of the name of the Shop Steward and all respect due the position shall be accorded to the Steward. The Union, Shop Steward(s) or other appointed or authorized Union representative shall resolve all differences and disputes arising under this Agreement only with an authorized and designated representative of the Employer.

ARTICLE B3 TURNAROUND

B3.01 Turnaround:

- (a) Daily Turnaround:
 - (i) There shall be an eight (8) 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) After sixteen (16) hours of work, which does not include the first meal period, when the daily turnaround is encroached by two (2) or more hours for two (2) consecutive days, the Employee(s) will receive an additional hour of daily turnaround for the next call. This shall not apply to weekend turnaround.

- (iii) 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-two (32) hour rest period, which includes the eight (8) 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-two (32) hour rest period and calculated pursuant to subparagraph (e) below.
 - (i) Six-Day Worked Turnaround Encroachment Applicable to the Seventh Day of Work Week:
Where the sixth day worked occurs on the seventh day of the work week, there shall be a continuous thirty-two (32) 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-two (32) hour rest period and calculated pursuant to subparagraph (e) below.

Should there be no encroachment of this continuous thirty-two (32) 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 forty-eight (48) hour rest period, which includes the eight (8) 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 forty-eight (48) 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-two (32) hour rest period, fifty-six (56) hour rest period or seventy-two (72) 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.

ARTICLE B4 EXCEPTIONS TO MINIMUM CALLS

B4.01 An Employee may be called to work for not less than four (4) hours pay at the Employee's 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 cast and office drivers, airport pick-ups / drop-offs on the drivers sixth and seventh days only.

ARTICLE B5 MISCELLANEOUS

B5.01 Performing Duties in a Higher Classification:

- (a) Any Employee may be required to perform work in any job classification listed in the wage scale.
- (b) If at the direction of the Employer, an Employee works for two (2) hours or more in a classification higher than the classification under which the Employee is called for work, the higher rate shall prevail for the entire workday. The Employee reverts to his/her regular classification on the following day unless notified to the contrary.
- (c) Work time in either a higher or a lower classification shall be credited to fulfill the minimum call of the current classification.

B5.02 Employee vehicles can be used on Employer business only if authorized by the Employer. An Employee shall arrange for adequate insurance coverage before using his motor vehicle on Employer business. It shall not be a violation of this Master Agreement for an Employee to refuse to use his/her motor vehicle on Employer Business. When an Employee uses his/her vehicle in authorized Employer business, an allowance of thirty-five cents (\$0.35) per kilometre shall be paid.

B5.03 Second Meal Penalty Buyout: Except as provided in Article 6.07 of the Master Agreement, each Employee whose work schedule extends through the second meal (not counting breakfast) shall receive a meal provided by the Employer or, in lieu thereof, shall be paid twenty-five dollars (\$25.00) on the next regular paycheque. Meal penalties

are not applicable.

B5.04 Meal Periods for Caterers: Caterers shall be responsible for scheduling his/her own meal periods at five (5) hour intervals and shall not incur meal penalties. At the discretion of the Employer, any such Employee may be provided with a Meal Allowance to cover the costs of a meal appropriate for the time of day.

ARTICLE B6 USE OF ANIMALS

B6.01 The Employer shall protect animals and prevent their abuse during production, assuring responsible, decent, and humane treatment of animals.

- (a) If the Employer requires any Employee to work with or near animals which are being used in the motion picture, then the animals shall be reasonably secured or cordoned off when they are not being used or when the animals are being used they shall be under the direct and constant supervision of a qualified trainer/wrangler.
- (b) The Employer shall not require any Employee to do anything, or omit to do anything, which constitutes cruelty to animals.
- (c) The Employer will not intentionally torment or kill an animal in the production of a motion picture except that the photography of animals under the provisions of a legal hunting season will be excluded.

TEAMSTERS UNION LOCAL NO. 155 RATES

	June 7, 2009 – April 3 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate
Transportation Coordinator	30.31	31.18	30.92	31.80	31.54	32.44
Driver Captain	28.32	29.14	28.89	29.72	29.47	30.31
B-Train Equipment Driver	28.02	28.83	28.58	29.41	29.15	30.00
Co-Captain	27.70	28.46	28.25	29.03	28.82	29.61
Tractor Trailer (Prod. Van)	27.70	28.46	28.25	29.03	28.82	29.61
Special Equipment Driver*	27.70	28.46	28.25	29.03	28.82	29.61
Camera Car Driver**	27.70	28.46	28.25	29.03	28.82	29.61
Catering Vehicle Operator – Cook	27.70	28.46	28.25	29.03	28.82	29.61
Asst. Catering Vehicle Operator - Cook	26.11	26.82	26.63	27.36	27.16	27.91
Bus Driver (Class #1 and #2)	27.12	27.91	27.66	28.47	28.21	29.04
Set Decorator Driver	27.12	27.91	27.66	28.47	28.21	29.04
Construction Driver	27.12	27.91	27.66	28.47	28.21	29.04
Mini Bus Driver (Class #4)	26.76	27.53	27.30	28.08	27.85	28.64
Truck Driver - Over 1 Ton	26.76	27.53	27.30	28.08	27.85	28.64
Fork Lift Driver	26.76	27.53	27.30	28.08	27.85	28.64
Car Chauffeur and / or Econoline Truck Driver	26.56	27.34	27.09	27.89	27.63	28.45
Stunt and / or Blind Driver***	Negotiable		Negotiable		Negotiable	
Auto Service (other than Auto. Mech.)	26.05	26.81	26.57	27.35	27.10	27.90
Automotive Mechanic	27.70	28.46	28.25	29.03	28.82	29.61
Automotive Wrangler	28.19	29.02	28.75	29.60	29.33	30.19
Dispatcher	26.83	27.61	27.37	28.16	27.92	28.72
Head Wrangler	27.34	28.14	27.89	28.70	28.45	29.27
Wrangler	26.56	27.34	27.09	27.89	27.63	28.45
Wrangler (Pick Up)	34.95	35.98	35.65	36.70	36.36	37.43
Wrangler (Braider)	29.42	30.24	30.01	30.84	30.61	31.46
Trainers (Domestic Livestock)	Negotiable		Negotiable		Negotiable	
Trainers (Stable)	32.75	33.72	33.41	34.39	34.08	35.08
Wild Animal Trainers	32.75	33.72	33.41	34.39	34.08	35.08
Wild Animal Handlers	29.58	30.45	30.17	31.06	30.77	31.68
Dog Trainer****	29.58	30.45	30.17	31.06	30.77	31.68
Dog Handler****	26.56	27.34	27.09	27.89	27.63	28.45
Swamper	22.67	23.31	23.12	23.78	23.58	24.26
Marine Co-ordinator* * * * *	27.70	28.46	28.25	29.03	28.82	29.61
Boat Operator* * * * *	27.12	27.91	27.66	28.47	28.21	29.04
Security Personnel	20.73	21.65	21.14	22.08	21.56	22.52

*Special Equipment Drivers shall include drivers of:

- (a) Boom trucks and hi-lifts when boom or lift operates from same motor that operates vehicles.
- (b) Heavy duty tractors with accessory equipment such as shovels, excavators, etc.
- (c) Sweepers, water wagons, etc., truckaways, 4-up team (one man).
- (d) The operation of motor driven winch except when used for purpose of loading or unloading the vehicle from which it operates.
- (e) Steam shovels, heavy industrial cranes, i.e., Lorain, Bay Cities, Bulldozer crawler tractors D6 or larger, LeTourneau or similar equipment over 5 yards, self-propelled motor patrol blade 10' or larger, roustabout, 6-up team (one man) \$1.40 per hour additional.
- (f) Hair-make up/wardrobe combination units, Honeywagons combination units, Starwagons combination units 65' or over.
- (g) Camera Truck Crane, "Blue Goose." When a fork lift is used for the same purpose as a "Blue Goose," the Blue Goose rate shall apply.
- (h) Pettebone-Mulliken, Coles, Hendys or similar type small cranes, bulldozer crawler tractors smaller than D6, LeTourneau or similar equipment 5 yards and under, self-propelled motor patrol blade under 10', \$0.70 per hour additional.
- (i) Drivers shall be paid the Special Equipment rate when hauling four (4) pounds or more of Class A or B explosives other than such materials as have been classified as either special or common fireworks by Transport Canada or the Remedial Services Specialist. (Dangerous Goods Certificate required.)

The Special Equipment rate shall be paid when either special or common fireworks in quantities of more than 500 pounds are to be hauled or when a licensed powder man is required to handle the material.

A powder man is required under the classification of the risk.

**Shall include drivers of any motor vehicles used in running shots in tandem to the camera car. Rate does not apply when camera car is merely moved around the studio, such as when it is taken to a location or moving it to the gasoline pump. On distant location the camera car rate shall be applicable on any day it is operated by its driver but not on days when such driver only operates equipment not classified as special equipment.

***In the event a stunt or "blind" driver has not completed his/her individual negotiations at the completion of the day's work and further negotiations are necessary, he/she may be represented by an authorized representative of the Union to complete such negotiations.

****Company may require party furnishing smaller wild animals or dogs to deliver to the studio.

Compensation time of Wild Animal Trainer or Wild Animal Handler or of Dog Trainer or Dog Handler to begin and end at the studio, however, if such Trainer or Handler is not the owner of the smaller wild animals or the dogs, compensation time shall be paid from and to the compound or kennel. If such Trainer or Handler is not the owner of the smaller wild animals or the dogs but supplies the car used for transporting them, he shall be paid an allowance of \$0.35 per km for such transportation.

*****Marine Coordinators and Boat Operators will be covered under the jurisdiction and terms and conditions of this Agreement. Selection of Marine Coordinators and Operators from the Union will be at the discretion of the Company. Movement of boats from one port to another port will not be covered by the terms of this Agreement.

APPENDIX "C" - IATSE LOCAL 669

ARTICLE C1 SCREEN CREDITS

C1.01 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 credits 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 C2 CAMERA CREW

C2.01 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.

C2.02 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.

C2.03 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.

C2.04 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.

C2.05 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.

C2.06 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.

C2.07 Electronic Press Packaging: When an Employer that has executed a Letter of Adherence to this Master 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 Master Agreement.

C2.08 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 Local 669 as soon as practicable and the Employer and Local 669 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 Local 669 sufficient prior notice that additional cameras are being employed, and the engaged Employees agree to man the additional cameras, the Employer shall notify Local 669 as soon as practicable and both the Employer and Local 669 shall use their best efforts to call such personnel as are required to meet the minimum crewing provisions of Article 2.01.

- (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 C3 STILLS PHOTOGRAPHY

C3.01 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 Local #669 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 Master 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.

C3.02 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 Master Agreement.

C3.03 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 C4 WAIVER

C4.01 Photography Waiver:

- (a) Upon appropriate notification, (which may include written verification of assignment if requested by Local 669), Local 669 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) Local 669 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 Local Union may, in circumstances other than those provided above, grant waivers upon request of the Employer.
- (c) Upon appropriate notification, Local 669 shall grant a waiver for an electronic Cameraperson to shoot news segments, as per current practice, on an Employer's production.

ARTICLE C5 PROBATION, REPRIMANDS AND SEVERANCE

C5.01 Layoff: For purposes of Employees covered by this Appendix "C", "Layoff" is defined as a temporary or permanent severance of employment due to a shortage of work, including Holiday, Hiatus or scheduled termination.

C5.02 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 Local 669 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 "C" 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.

C5.03 Progressive Discipline: With respect to "Weekly" Employees, as defined in C5.02(e), Local 669 and the Employer agree that the principles of progressive discipline shall be applied in appropriate circumstances. The Employer agrees to provide Local 669 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."

C5.04 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 C6 SHOP STEWARD

C6.01 Shop Steward: The Employer shall recognize a Shop Steward as appointed by Local 669 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 C7 TURNAROUND

C7.01 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:

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.

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, whichever 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.

C7.02 Maximum Work Period: At no time shall any work period extend past nine (9) hours without a meal break. Pacific Northwest Hours shall not be construed to violate this provision.

ARTICLE C8 PUBLICISTS

C8.01 Porting Publicists from Appendix "A" to Appendix "C": The porting of the Publicists was agreed with the acknowledgement that any work permit issued to a publicist would not reduce the number of work permits issued to the camera department. It is further agreed that for purposes of Article 3.03, *Qualified Permits*, Publicists will not be considered part of the camera department.

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		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television 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						
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

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

	June 7, 2009 – April 3, 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate
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
* WEEKLY (HOURLY)						
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
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

British Columbia and Yukon Council of Film Unions

Supplemental Master Agreement

Preamble: All of the terms and conditions of the British Columbia and Yukon Council of Film Unions Master Agreement (“Master Agreement”) shall apply to productions under this Supplemental Master Agreement (“Supplemental Agreement”) except as modified herein.

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

S1. Definitions:

S1.01 The terms used in this Supplemental Agreement shall have the same meaning as in the Master 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 Master 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 of the Exclusive Jurisdiction defined in Article 1.04 of the Master Agreement.

S2.02 Any person or corporation now or hereafter engaged in the business of producing motion pictures in British Columbia shall be afforded the opportunity of becoming a party to this Supplemental Agreement pursuant to the decision rendered by the British Columbia Labour Relations Board in Case No. 22492 on December 15, 1996. This Supplemental Agreement does not bind the Producers; a Producer is not an "Employer." However, any person or corporation that desires to become a party to this Agreement will provide the Council with an executed Letter of Adherence, which is a statement of agreement to be bound to the terms and conditions of this Supplemental Agreement for a specific production or for a definite period of time within the Term of this Supplemental Agreement along with an acknowledgement of the Council's Prior Obligations set forth in the

written notice described in Article 1.03 of the Master Agreement. Any person or corporation that provides the Council with an executed Letter of Adherence is hereinafter referred to as the "Employer" for the specific production or period of time covered thereby. Notwithstanding the foregoing, when reasonable grounds exist to believe that a prospective Employer will be unable to meet its financial obligations under this Supplemental Agreement the Council may require appropriate security bonding arrangements in order to permit that prospective Employer to adhere to the 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 ten percent (10%) less than the rates in the current wage schedule for Feature Films in Appendices "A", "B" and "C" of the Master Agreement. The total fringe rate applicable to all Council member unions during the first two (2) seasons shall be two percent (2%) less than the applicable rates in Article 8.01 of the Master Agreement.

The scale minimum wages applicable in the third (3rd) and subsequent seasons of a Television Series shall lag by one (1) period on the wage scales for Television Series in the Master Agreement, however, this second paragraph of Article 3.01 shall expire with the term of the Master 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 eighteen percent (18%) less than the applicable Feature Film Rates in Appendices "A," "B" and "C" of the Master Agreement. The total fringe rate applicable to all Council member unions shall be the rates in Article 8.01 of the Master 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 to all Council-member unions shall be two percent (2%) less than the applicable rates in Article 8.01 of the Master Agreement.

S3.03 a) Low Budget Feature Films:

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

- i) Budget of thirteen million five hundred thousand dollars CAD (13.5 million) and below: 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: eighteen percent (18%) reduction in the wage rate and a four percent (4%) reduction in the fringe rate.

- iii) Budget of two million seven hundred fifty thousand dollars CAD (2.75 million) and below: wages subject to individual negotiation between individual employee and employer. Ten percent (10%) fringe rate. Under no circumstances may the wages be less than the minimums required pursuant to the British Columbia *Employment Standards Act*.

b) Home Video:

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

- i) Budget of thirteen million five hundred thousand dollars CAD (13.5 million) and below: 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: eighteen percent (18%) reduction in the wage rate and a four percent (4%) reduction in the fringe rate.
- iii) Budget of two million seven hundred and fifty thousand dollars (2.75 million) and below: Wages subject to individual negotiation between individual employee and employer. Ten percent (10%) fringe rate. Under no circumstances may the wages be less than the minimums required pursuant to the British Columbia *Employment Standards Act*.

S4. Miscellaneous

S4.01 An Employer shall permit the Council 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 Council exercises its right to conduct an audit and it is determined that the Production exceeded the money break, the Employer shall pay the Council’s reasonable audit costs.

IATSE LOCAL 891 SUPPLEMENTAL RATES

	June 7, 2009 – April 3, 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2
ACCOUNTING						
Assistant Accountant	29.86	27.21	30.46	27.75	31.07	28.31
Accounting Clerk 1	20.28	18.47	20.68	18.84	21.10	19.22
Accounting Clerk 2	16.90	15.40	17.24	15.71	17.59	16.02
Accounting Trainee	14.00	14.00	14.00	14.00	14.18	14.00
ART						
Production Designer	Negotiable		Negotiable		Negotiable	
Art Director	36.86	33.59	37.60	34.26	38.36	34.95
Assistant Art Director	32.00	29.16	32.64	29.74	33.30	30.34
Draftsperson	25.97	23.67	26.50	24.14	27.03	24.62
Graphics / Illustrator / Storyboard Artist/ Set Designer	28.49	25.96	29.06	26.48	29.65	27.01
Art Department Assistant	14.00	14.00	14.00	14.00	14.18	14.00
CONSTRUCTION						
Construction Coordinator	33.65	30.66	34.33	31.27	35.01	31.90
Construction Foreman	32.27	29.40	32.91	29.99	33.57	30.59
Lead Carpenter	30.45	27.74	31.06	28.30	31.68	28.86
Scenic Carpenter	28.49	25.96	29.06	26.48	29.65	27.01
Scenic Helper	26.59	24.22	27.12	24.71	27.66	25.20
Lead Metal Fabricator	30.45	27.74	31.06	28.30	31.68	28.86
Scenic Metal Fabricator	28.49	25.96	29.06	26.48	29.65	27.01
Metal Fabricator Helper	22.68	20.66	23.13	21.07	23.59	21.49
Construction Buyer	28.49	25.96	29.06	26.48	29.65	27.01
Maintenance Person	26.59	24.22	27.12	24.71	27.66	25.20
Sculptor	30.45	27.74	31.06	28.30	31.68	28.86
Model Maker	30.45	27.74	31.06	28.30	31.68	28.86
Lead Labourer	22.68	20.66	23.13	21.07	23.59	21.49
Labourer (Construction)	20.80	18.95	21.21	19.33	21.64	19.71
COSTUME						
Costume Designer	Negotiable		Negotiable		Negotiable	
Assistant Costume Designer / Coordinator	29.13	26.54	29.72	27.08	30.31	27.62
Set Supervisor	29.13	26.54	29.72	27.08	30.31	27.62
Performer's Costumer	25.97	23.67	26.50	24.14	27.03	24.62
Set Costumer	25.97	23.67	26.50	24.14	27.03	24.62
Prep Costumer	25.97	23.67	26.50	24.14	27.03	24.62
Cutter	25.97	23.67	26.50	24.14	27.03	24.62

	June 7, 2009 – April 3, 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2
Costume Breakdown / FX	25.97	23.67	26.50	24.14	27.03	24.62
Dresser	21.84	19.90	22.28	20.30	22.73	20.71
Seamster / Seamstress	24.48	22.30	24.97	22.75	25.46	23.20
EDITING						
Supervising Editor	35.17	32.05	35.87	32.69	36.59	33.34
Supervising Sound Editor	35.17	32.05	35.87	32.69	36.59	33.34
Editor	32.99	30.05	33.64	30.65	34.32	31.27
Sound Effects Editor	29.86	27.21	30.46	27.75	31.07	28.31
Music Editor	29.86	27.21	30.46	27.75	31.07	28.31
First Assistant Editor	26.69	24.32	27.23	24.81	27.77	25.31
Assistant Dialogue Editor	26.69	24.32	27.23	24.81	27.77	25.31
Assistant Sound Effects Editor	26.69	24.32	27.23	24.81	27.77	25.31
Second Assistant Editor	24.48	22.30	24.97	22.75	25.46	23.20
Negative Cutter / Conformer	29.13	26.54	29.72	27.08	30.31	27.62
FIRST AID/CRAFT SERVICE						
First Aid / Craft Service	29.86	27.21	30.46	27.75	31.07	28.31
First Aid	24.48	22.30	24.97	22.75	25.46	23.20
Craft Service	22.68	20.66	23.13	21.07	23.59	21.49
GREENS						
Head Greensperson	29.86	27.21	30.46	27.75	31.07	28.31
Best Person (Lead Person)	26.69	24.32	27.23	24.81	27.77	25.31
Greensperson	24.48	22.30	24.97	22.75	25.46	23.20
Greens Helper	21.84	19.90	22.28	20.30	22.73	20.71
GRIPS						
Key Grip	29.86	27.21	30.46	27.75	31.07	28.31
Second Grip	26.69	24.32	27.23	24.81	27.77	25.31
Leadman / Setup	26.69	24.32	27.23	24.81	27.77	25.31
Dolly Operator	26.69	24.32	27.23	24.81	27.77	25.31
Rigging Grip	25.97	23.67	26.50	24.14	27.03	24.62
Grip	24.48	22.30	24.97	22.75	25.46	23.20
HAIR						
Hair Department Head	29.86	27.21	30.46	27.75	31.07	28.31
Assistant Hairstylist	26.69	24.32	27.23	24.81	27.77	25.31
Second Assistant Hairstylist	24.48	22.30	24.97	22.75	25.46	23.20

	June 7, 2009 – April 3, 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2
LIGHTING / ELECTRICS						
Chief Lighting Technician / Gaffer	29.86	27.21	30.46	27.75	31.07	28.31
Asst Chief Lighting Tech. / Best Boy	26.69	24.32	27.23	24.81	27.77	25.31
Lighting Board Operator	26.69	24.32	27.23	24.81	27.77	25.31
Rigging Gaffer	26.69	24.32	27.23	24.81	27.77	25.31
Generator Operator	26.69	24.32	27.23	24.81	27.77	25.31
Lighting Technician / Lamp Operator	24.48	22.30	24.97	22.75	25.46	23.20
Set Wireman	25.97	23.67	26.50	24.14	27.03	24.62
MAKE-UP						
Special Makeup Effects	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Makeup Department Head	29.86	27.21	30.46	27.75	31.07	28.31
First Assistant Makeup Artist	26.69	24.32	27.23	24.81	27.77	25.31
Second Assistant Makeup	24.48	22.30	24.97	22.75	25.46	23.20
Third Assistant Makeup	16.58	15.10	16.91	15.41	17.25	15.72
PAINTING						
Paint Coordinator	33.23	30.27	33.89	30.88	34.57	31.50
Lead Painter	30.45	27.74	31.06	28.30	31.68	28.86
Scenic Artist	30.45	27.74	31.06	28.30	31.68	28.86
Sign Painter / Fabricator	30.45	27.74	31.06	28.30	31.68	28.86
Automotive Sprayer	30.45	27.74	31.06	28.30	31.68	28.86
Scenic Painter	28.49	25.96	29.06	26.48	29.65	27.01
Wallpaper Hanger	28.49	25.96	29.06	26.48	29.65	27.01
Plasterer	28.49	25.96	29.06	26.48	29.65	27.01
Set Painter	27.07	24.67	27.61	25.16	28.16	25.66
Paint Labourer	20.80	18.95	21.21	19.33	21.64	19.71
PRODUCTION OFFICE						
Production Office Coordinator	29.86	27.21	30.46	27.75	31.07	28.31
Ass't Production Coordinator	26.69	24.32	27.23	24.81	27.77	25.31
2nd Ass't Production Coordinator	14.90	14.00	15.20	14.00	15.51	14.13
PROPS						
Property Master	29.86	27.21	30.46	27.75	31.07	28.31
Assistant Property Master	29.13	26.54	29.72	27.08	30.31	27.62

	June 7, 2009 – April 3, 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2
Props Buyer	26.59	24.22	27.12	24.71	27.66	25.20
Props	24.48	22.30	24.97	22.75	25.46	23.20
SCRIPT SUPERVISORS / CONTINUITY COORDINATOR						
Script Supervisor / Continuity Coordinator	29.86	27.21	30.46	27.75	31.07	28.31
Assistant to Script Supervisor / Continuity Coordinator	16.84	15.34	17.17	15.65	17.51	15.96
SET DECORATING						
Set Decorator	29.86	27.21	30.46	27.75	31.07	28.31
Assistant Set Decorator	27.69	25.23	28.25	25.74	28.82	26.26
Set Buyer	25.97	23.67	26.50	24.14	27.03	24.62
Lead Dresser	25.21	22.97	25.71	23.43	26.23	23.89
On-set Dresser	25.21	22.97	25.71	23.43	26.23	23.89
Set Dresser	24.48	22.30	24.97	22.75	25.46	23.20
Draperer / Upholsterer	24.48	22.30	24.97	22.75	25.46	23.20
Assistant Set Dresser	20.28	18.47	20.68	18.84	21.10	19.22
SOUND						
Mixer (Production and Dubbing)	38.86	35.41	39.64	36.11	40.43	36.83
Boom Operator	32.64	29.74	33.30	30.34	33.97	30.95
Sound Assistant	24.48	22.30	24.97	22.75	25.46	23.20
Public Address Operator	24.48	22.30	24.97	22.75	25.46	23.20
Playback Operator	24.48	22.30	24.97	22.75	25.46	23.20
Sound Maintenance	24.48	22.30	24.97	22.75	25.46	23.20
SPECIAL EFFECTS						
Special Effects Coordinator	33.01	30.08	33.67	30.68	34.34	31.29
First Assistant Special Effects	29.86	27.21	30.46	27.75	31.07	28.31
Special Effects Assistant	25.97	23.67	26.50	24.14	27.03	24.62
Special Effects Labourer	20.80	18.95	21.21	19.33	21.64	19.71
VIDEO						
Video Sound Mixer	29.86	27.21	30.46	27.75	31.07	28.31
Video Lighting Director	29.86	27.21	30.46	27.75	31.07	28.31
Video Script Supervisor	29.86	27.21	30.46	27.75	31.07	28.31
Colourist	29.86	27.21	30.46	27.75	31.07	28.31

	June 7, 2009 – April 3, 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2
VISUAL EFFECTS	Weekly Flat Rate (up to 12 Hours / Day)					
VFX Artists (Weekly)						
VFX Artist – Level 1	1,470.84	1,470.84	1,500.26	1,500.26	1,530.27	1,530.27
VFX Artist – Level 2	1,365.78	1,365.78	1,393.10	1,393.10	1,420.96	1,420.96
VFX Artist – Level 3	1,122.00	1,122.00	1,144.44	1,144.44	1,167.33	1,167.33
VFX Technicians (Weekly)						
VFX Technician – Level 1	1,365.78	1,365.78	1,393.10	1,393.10	1,420.96	1,420.96
VFX Technician – Level 2	1,122.00	1,122.00	1,144.44	1,144.44	1,167.33	1,167.33

TEAMSTERS UNION LOCAL NO. 155 SUPPLEMENTAL RATES

	June 7, 2009 – April 3, 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2
	Transportation Coordinator	28.06	25.57	28.62	26.08	29.20
Driver Captain	26.23	23.89	26.75	24.37	27.28	24.85
B-Train Equipment Driver	25.95	23.64	26.47	24.12	27.00	24.60
Co-Captain	25.61	23.34	26.13	23.80	26.65	24.28
Tractor Trailer (Prod. Van)	25.61	23.34	26.13	23.80	26.65	24.28
Special Equipment Driver*	25.61	23.34	26.13	23.80	26.65	24.28
Camera Car Driver**	25.61	23.34	26.13	23.80	26.65	24.28
Catering Vehicle Operator – Cook	25.61	23.34	26.13	23.80	26.65	24.28
Asst. Catering Vehicle Operator – Cook	24.14	21.99	24.62	22.44	25.12	22.89
Bus Driver (Class #1 and #2)	25.12	22.89	25.62	23.35	26.14	23.81
Set Decorator Driver	25.12	22.89	25.62	23.35	26.14	23.81
Construction Driver	25.12	22.89	25.62	23.35	26.14	23.81
Mini Bus Driver (Class #4)	24.78	22.57	25.27	23.03	25.78	23.48
Truck Driver - Over 1 Ton	24.78	22.57	25.27	23.03	25.78	23.48
Fork Lift Driver	24.78	22.57	25.27	23.03	25.78	23.48
Car Chauffeur and / or Econoline Truck Driver	24.61	22.42	25.10	22.87	25.61	23.33
Stunt and / or Blind Driver***	Negotiable		Negotiable		Negotiable	
Auto Service (other than Auto. Mech.)	24.13	21.98	24.62	22.43	25.11	22.88
Automotive Mechanic	25.61	23.34	26.13	23.80	26.65	24.28
Automotive Wrangler	26.12	23.80	26.64	24.27	27.17	24.76
Dispatcher	24.85	22.64	25.34	23.09	25.85	23.55
Head Wrangler	25.33	23.07	25.83	23.53	26.34	24.00
Wrangler	24.61	22.42	25.10	22.87	25.61	23.33
Wrangler (Pick Up)	32.38	29.50	33.03	30.09	33.69	30.69
Wrangler (Braider)	27.22	24.80	27.76	25.29	28.31	25.80
Trainers (Domestic Livestock)	Negotiable		Negotiable		Negotiable	
Trainers (Stable)	30.35	27.65	30.95	28.20	31.57	28.77
Wild Animal Trainers	30.35	27.65	30.95	28.20	31.57	28.77
Wild Animal Handlers	27.41	24.97	27.95	25.47	28.51	25.98
Dog Trainer****	27.41	24.97	27.95	25.47	28.51	25.98
Dog Handler****	24.61	22.42	25.10	22.87	25.61	23.33
Swamper	20.98	19.11	21.40	19.50	21.83	19.89
Marine Coordinator* * * * *	25.61	23.34	26.13	23.80	26.65	24.28
Boat Operator* * * * *	25.12	22.89	25.62	23.35	26.14	23.81
Security Personnel	19.49	17.75	19.87	18.11	20.27	18.47

*Special Equipment Drivers shall include drivers of:

- (a) Boom trucks and hi-lifts when boom or lift operates from same motor that operates vehicles.
- (b) Heavy duty tractors with accessory equipment such as shovels, excavators, etc.
- (c) Sweepers, water wagons, etc., truckaways, 4-up team (one man).
- (d) The operation of motor driven winch except when used for purpose of loading or unloading the vehicle from which it operates.
- (e) Steam shovels, heavy industrial cranes, i.e., Lorain, Bay Cities, Bulldozer crawler tractors D6 or larger, LeTourneau or similar equipment over 5 yards, self-propelled motor patrol blade 10' or larger, roustabout, 6-up team (one man) \$1.40 per hour additional.
- (f) Hair-make up/wardrobe combination units, Honeywagons combination units, Starwagons combination units 65' or over.
- (g) Camera Truck Crane, "Blue Goose." When a fork lift is used for the same purpose as a "Blue Goose," the Blue Goose rate shall apply.
- (h) Pettebone-Mulliken, Coles, Hendys or similar type small cranes, bulldozer crawler tractors smaller than D6, LeTourneau or similar equipment 5 yards and under, self-propelled motor patrol blade under 10', \$0.70 per hour additional.
- (i) Drivers shall be paid the Special Equipment rate when hauling four (4) pounds or more of Class A or B explosives other than such materials as have been classified as either special or common fireworks by Transport Canada or the Remedial Services Specialist. (Dangerous Goods Certificate required.)
The Special Equipment rate shall be paid when either special or common fireworks in quantities of more than 500 pounds are to be hauled or when a licensed powder man is required to handle the material.

A powder man is required under the classification of the risk.

**Shall include drivers of any motor vehicles used in running shots in tandem to the camera car. Rate does not apply when camera car is merely moved around the studio, such as when it is taken to a location or moving it to the gasoline pump. On distant location the camera car rate shall be applicable on any day it is operated by its driver but not on days when such driver only operates equipment not classified as special equipment.

***In the event a stunt or "blind" driver has not completed his/her individual negotiations at the completion of the day's work and further negotiations are necessary, he/she may be represented by an authorized representative of the Union to complete such negotiations.

****Company may require party furnishing smaller wild animals or dogs to deliver to the studio.

Compensation time of Wild Animal Trainer or Wild Animal Handler or of Dog Trainer or Dog Handler to begin and end at the studio, however, if such Trainer or Handler is not the owner of the smaller wild animals or the dogs, compensation time shall be paid from and to the compound or kennel. If such Trainer or Handler is not the owner of the smaller wild animals or the dogs but supplies the car used for transporting them, he shall be paid an allowance of \$0.35 per km for such transportation.

*****Marine Coordinators and Boat Operators will be covered under the jurisdiction and terms and conditions of this Agreement. Selection of Marine Coordinators and Operators from the Union will be at the discretion of the Company. Movement of boats from one port to another port will not be covered by the terms of this Agreement.

IATSE LOCAL 669 SUPPLEMENTAL RATES

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

	June 7, 2009 – April 3, 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	S3.01 S3.03 a) i) S3.03 b) i) Tier 1	S3.02 S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01 S3.03 a) i) S3.03 b) i) Tier 1	S3.02 S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02 S3.03 a) ii) S3.03 b) ii) Tier 2
HOURLY						
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
PUBLICITY						
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

*** WEEKLY**

Director of Photography	5,287.10	4,816.70	5,392.80	4,913.30	5,500.60	5,011.30
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	

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

	June 7, 2009 – April 3, 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	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
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
PUBLICITY						
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
* WEEKLY (HOURLY)						
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						
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Stills Photographer	41.18	37.52	42.01	38.28	42.85	39.04
Motion Picture Video Coordinator	29.54	26.91	30.13	27.45	30.74	28.00
Motion Picture Video Assistant 1	22.19	20.22	22.64	20.62	23.09	21.03
Motion Picture Video Assistant 2	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

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

	June 7, 2009 – April 3, 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	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
Electronic Camera Assistant	27.64	25.18	28.19	25.68	28.76	26.20
PUBLICITY						
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

Productions Made for New Media

This confirms the understanding of the British Columbia Council of Film Unions (“BCCFU”) and the Negotiating Producers 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 Master Agreement or the Supplemental Master 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”).¹

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 the Master Agreement, including the Supplemental Master 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 Master or Supplemental Master Agreements.

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 B.C. 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 B.C. Employment Standards Act for Employees not covered by a collective agreement.

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 B.C. Employment Standards Act, except for those provisions identified in Paragraph C. below,

¹ 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.

and provided that the Employee and Employer cannot negotiate wages and overtime less than the minimums set out in the B.C. 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 Council 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 applicable IATSE or Teamsters Pension and Health plan is provided to the Council.

(2) Grievance and Arbitration

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

(5) Assignment of Wages

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

(6) Layoff, Termination of Employment and Replacement

The following provisions of the Master Agreement shall apply to all Employees employed on New Media Productions: Article 1.11, "Council 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 the Master Agreement or the Supplemental Master 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 Master Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for New Media Productions.

The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.

BRITISH COLUMBIA COUNCIL OF FILM UNIONS



PHONE (604) 983-5531

FAX (604) 983-5539

Payments for: Dues, Health and Welfare, Pension Fee Fringe

This form is to be used in conjunction with the permit form(s) specific to the applicable Council-member Union

Union (Circle One) IATSE 891 IATSE 669 Teamsters 155

Permit type (Circle One): 3.02 3.03 3.04 3.05

Employee: _____ **Production:** _____

Dues deducted? (Circle One) **Yes** **No**

Reason: (Check One Box only)

 Paid to Affiliated Union Local Local #: _____

 Specialized Equipment Operator (non-affiliated) Equipment: _____

Health & Welfare fringe paid? (Circle One) **Yes** **No**

Reason: (Check One Box only)

 Paid to Affiliated U.S. Union Health Plan Local #: _____

 Forwarded to Affiliated Canadian Union Local Local #: _____

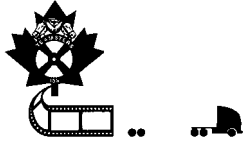
Pension fringe paid? (Circle One) **Yes** **No**

Reason: (Check One Box only)

 Paid to Affiliated U.S. Union Pension Plan Local #: _____

 Forwarded to Affiliated Canadian Union Local Local #: _____

Date: _____ **per:** _____
(Authorized Council-member Union Representative)



**PERMITTEE
WORK PERMIT APPLICATION
Teamsters Union Local No. 155**

Date: _____

Name: _____ S.I.N./Social Security No. _____

Address: _____

City: _____ Zip/Postal Code: _____

Phone No: _____ Cell/Pgr. No: _____

Duration of Residency: _____ Production Location: _____

Production Title: _____

Teamster Affiliation: _____ Other Union Affiliation: _____

Category Applying For:

<input type="checkbox"/> Driver	<input type="checkbox"/> Security
<input type="checkbox"/> Camera or Insert Car	<input type="checkbox"/> Mechanic
<input type="checkbox"/> Caterer	<input type="checkbox"/> Animal Trainer
<input type="checkbox"/> Animal Wrangler	<input type="checkbox"/> Safety Diver
<input type="checkbox"/> Lighting Crane	<input type="checkbox"/> Chapman or Appollo Crane
<input type="checkbox"/> Boat Operator	<input type="checkbox"/> Other _____

Class of Drivers License (minimum) Class 3 & 4 w/Air endorsement:

<input type="checkbox"/> 1-15	<input type="checkbox"/> 2-15
<input type="checkbox"/> 3-15	<input type="checkbox"/> 4-15 (Unrestricted)
<input type="checkbox"/> Other	<input type="checkbox"/> Province or State

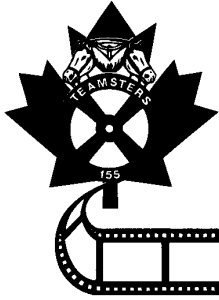
Other Licenses/Certificates/Capabilities: _____

I have authorized, designated and chosen said labour organization to negotiate, bargain collectively, present and discuss grievances with my Employer, as my representative and my sole and exclusive collective bargaining agency, and I do hereby confirm the same in all respects. I shall abide by the Constitution, By-Laws, decisions, rules, regulations and working conditions of Teamsters Union Local No. 155. I base my application for a work permit on the above facts, which I affirm to be true.

I agree that the Employer shall deduct from my gross fee or gross pay, as applicable, the 3% working dues or 3% service fees (whichever is applicable) and remit same to Teamsters Union Local No. 155 while employed on this production.

Signature: _____

**Upon completion, please fax to:
(604) 873-1595
Attn: Business Representative**



TEAMSTERS UNION LOCAL No. 155

MOVIE PRODUCTION,
TRADE SHOWS AND RELATED INDUSTRIES

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS AND TEAMSTERS CANADA

490 EAST BROADWAY, VANCOUVER, B.C. V5T 1X3

Direct Line: (604) 876-8898
Fax: (604) 873-1595
Dispatch: (604) 707-6500



RE: WORK PERMIT REQUESTS AND OBLIGATIONS

Company: _____

Address: _____

Names(Permits Requested): _____

Signature of Production Manager: _____

Dear Sir/Madam,

Dated this day of _____, 20__.

Teamsters Union Local No. 155 hereby grants a work permit(s) for the above individuals under Article _____ of the Master Collective Agreement conditional upon the Company providing a copy of the attached permit application form to the Union.

The Company has an obligation under this permit to provide fringe payments in accordance with Article 8.01 & 8.02 whichever is applicable.

The Company has an obligation to deduct working dues or the applicable service fee from the permitted employee's gross wages in accordance with Article 9.06 and as per the Work Permit application. The remainder is paid to the employee as vacation and statutory holidays and pension fringe as applicable. The Health & Welfare portion is remitted directly to Pacific Blue Cross for the Teamsters Local 155 Benefits Plan. The Pension Fund portion will be paid directly to the employee on Gross Wages. **If the permitted employee is registered under an affiliate Teamsters Pension and Health & Welfare Plan, please have the permitted employee indicate such to the Teamsters Union Local No.155 with reference to prior arrangement or any reciprocal agreement.**

Please provide a copy of this letter to the permitted Employee.

Thank you for your cooperation in this matter.

Yours truly,
TEAMSTERS UNION LOCAL No. 155

Secretary Treasurer

**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 am by occupation a _____

I wish to be employed by _____

On the production entitled _____

My Union Affiliations are _____

**I AGREE TO PAY DUES TO IATSE LOCAL 669 IN ACCORDANCE
WITH THE PREVAILING PRACTICE FOR MEMBERS IN MY CATEGORY:**
 Please find enclosed payment for dues with respect to my designated category:

I am not required to pay dues, as I am covered by an IATSE #600 agreement:

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: _____





IATSE LOCAL 891

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada · British Columbia & Yukon

WORK PERMIT APPLICATION FORM

IATSE Local 891 requires that all productions requesting work permits must first supply the following completed form. This application must be accompanied by the following information prior to the Union considering this request for a work permit:

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.

The Company agrees that all permit requests for individuals who are not members of the Council-member Union must be submitted with at least five (5) working days notice prior to the call.

The Company agrees Deal Memorandums for all permitted individuals must be forwarded to IATSE Local 891 within five (5) working days of the Employee signing said deal memorandum.

Date of Application: _____

Production Manager: _____

Production Company: _____

Working Title: _____

Production Office Address: _____

Production Phone Number: _____

Production Fax Number: _____

Name of Prospective Permittee: _____

Job Classification: _____

Country of Origin: _____

Union Affiliations (if any): _____

Commencement and Termination Dates of Permit: _____

The Article of the Collective Agreement under which this permit is applied for is (*circle one*):

3.02

3.03

3.04

3.05

3.06

3.07

WORK PERMIT APPLICATION FORM, page 2

Permits will be granted under §3.03 if they meet the following conditions.

After the Employer has given reasonable consideration (including the granting of an interview if requested by a Council-member Union) to available qualified applicants, the Council 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 in British Columbia; or
- (d) Persons for whose position the Council-member Union is unable to supply qualified personnel.
- (e) Unless mutually agreed to, permits issued under Article 3.03 (a) and (b) above will be limited to one (1) per Department, provided, however, Council-member Unions will not unreasonably deny granting additional work permits consistent with past practices.

Work permits granted under Article 3.03 are in addition to and separate from permits granted under Article 3.02 and Article 3.04. Furthermore, all work permits granted under Article 3.02, Article 3.03 and Article 3.04 will not result in the hiring of a counterpart position under Article 3.05.

The Employer hiring any person not represented by the Council for any job classification described in the appendices to this agreement shall secure a Work Permit from the appropriate Council-member Union and if necessary, secure clearance from Canada Employment and Immigration (CEIC) in cooperation with the appropriate Council-member Union.

The rates, conditions, and/or terms of this Master Agreement must be fully met, except when another collective agreement applies which does not diminish the terms of this Agreement.

The Company understands that permits granted under §3.04 shall only authorize the permitted individual to perform his/her job tasks on the individual Cast member specified, and that Cast member's Stunt and/or Photo Double. If the permitted Employee is unavailable to implement these duties then an IATSE 891 member will be assigned as needed.

The Company understands that permits granted under §3.05 are contingent upon a counterpart employee being hired from within the membership of IATSE Local 891. Said match employee shall be filled at the discretion of the applicable department in concert with IATSE Local 891. In the situation where a permit being granted is contingent on a counterpart position being hired from IATSE Local 891, the member must be employed for at least the same work hours.

If, following the issuance of a Union driven Work Permit, a member of the applicable Council Union who is capable in the Union's opinion, of performing the work required becomes available, the union may revoke the work permit. The Employer agrees to discharge any Employee, except Heads of Departments and First Assistants/Best Boy, and Second Assistants who has had his/her work permit revoked and shall hire the Union member who is available. This does not apply to guaranteed work permits as outlined in 3.02, 3.03 and/or 3.04.

By signing this form, the Company is bound by the terms herein.

(Signature for the Company)

(Print Name)



IATSE LOCAL 891

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada · British Columbia & Yukon

IATSE LOCAL 891 APPLICATION FOR TEMPORARY PERMIT

I hereby make application for a work permit from Local 891 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada. I have authorized, designated and chosen said labor organization to negotiate, bargain collectively, present and discuss grievances with my Employer, as my representative and my sole and exclusive collective bargaining agency, and I do hereby confirm the same in all respects. I shall abide by the Constitution, By-laws, decisions, rules, regulations and working conditions of Local 891 and of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada. I base my application for a work permit on the following facts, which I affirm to be true:

I _____, was born on _____, of _____, 19____
(Name) (Day) (Month) (Year)

now residing at _____
(Street) (City) (Prov/State) (Code/Zip)

My telephone number is _____ My Social Insurance (Security) Number is _____-_____-_____

I am by occupation a _____ and I have worked for the following motion picture production companies: _____.

I wish to be employed by _____ on the production known as: _____ as a _____. The number of working days I have accumulated on films under IATSE Local 891's jurisdiction total _____ to date.

My union affiliations are: _____.

I AGREE TO HAVE 2% DEDUCTED FROM MY GROSS WAGES AND PAID TO IATSE 891:

I am not required to have 2% deducted from my gross wages, as I am covered by another, applicable IATSE agreement:

Signature of Applicant _____ Dated _____ 20____

Signature of Shop Steward _____ Dated _____ 20____

IATSE Local 891 confirms that the above named person is permitted to work, at the sole discretion of Local 891 on all or part of the production presently known as: _____.

This permit may be terminated by Local 891 if a member becomes available to fill any position other than name select position or Manpower Assisted Trainee.

Signature of Executive Board Member _____

THIS APPLICATION MUST BE FORWARDED IMMEDIATELY TO IATSE LOCAL 891 REQUESTING EXECUTIVE BOARD APPROVAL

SIDELETTER NO. 1

As of March 29, 2009

Ken Anderson, President
IATSE Local 891
1640 Boundary Road
Burnaby, BC V5K 4V4
Canada

Rob McEwan, President
IATSE Local 669
3823 Henning Dr., Unit 217
Burnaby, BC V5C 6P3
Canada

Bruce Scott, Secretary-Treasurer
Teamsters Union Local No. 155
490 East Broadway
Vancouver, BC V5T 1X3
Canada

Dear Messrs. Anderson, McEwan and Scott:

This is to confirm our agreement that in lieu of providing a Performance Bond, pursuant to Article 14 of the 2009 Master Agreement, the following Companies, when "Employers" as that term is defined in the Master Agreement, hereby individually and severally guarantee payment of wages and other moneys that may become due to their respective Employees covered by the Master Agreement. Each of the following Companies may also designate other Employers for which such guarantee will apply. Any such designation shall be in writing to the British Columbia and Yukon Council of Film Unions:

Alameda Entertainment B.C., Inc.
Cartoon Network Studios Inc.
CBS Canadian Films and Television Inc.
CBS Films Inc.
CBS Productions
Gabriel Simon Production Services Limited
GEP Productions, Inc.
Home Box Office
MGM Production Services (B.C.) Ltd.
Paramount Pictures Corporation (Canada) Inc.

Riverside Television B.C.
Screen Gems (Canada) Ltd.
SKG Studios Canada Inc.
Showtime Networks Inc.
Stage 49 Ltd.
Turner Films, Inc.
Twentieth Century Fox Canada Limited
Universal Studios Canada, Inc.
Warner Bros. Pictures (B.C.) Inc.
Warner Bros. Television (B.C.) Inc.

Please confirm your agreement and acceptance by executing this Sideletter in the space provided and returning the original to me.

AGREED:

Sincerely,



Ken Anderson
IATSE 891

Carol A. Lombardini
On behalf of Negotiating Producers

Bruce Scott
Teamsters Union Local No. 155

Tracey Wood
BC Producers' Branch-CFTPA

Rob McEwan
IATSE 669

SIDELETTER NO. 3

As of April 1, 2003

Don Ramsden, President
IATSE Local 891
1640 Boundary Road
Burnaby BC V5K 4V4
Canada

Roger Vernon, President
IATSE Local 669
#5-210, 555 Brooksbank Ave.
North Vancouver BC V7J 3S5
Canada

Tom Milne, Secretary-Treasurer
Teamsters Union Local No. 155
490 East Broadway
Vancouver BC V5T 1X3
Canada

Dear Messrs. Ramsden, Vernon and Milne:

This will confirm our agreement reached during negotiations for the 1997 Master Agreement to establish a "Job Description Committee." Such Job Description Committee will be staffed by equal numbers of representatives from Local 891, Local 155 and Local 669 combined, and the Employers. The Job Description Committee will meet within ninety (90) days of ratification to develop job descriptions for the job classifications found in the Master Agreement.

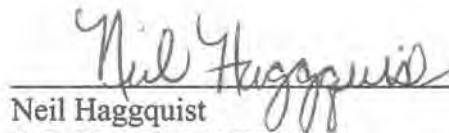
The parties acknowledge that the agreement to establish a Job Description Committee was reached as a compromise to issues concerning the job descriptions in use prior to the negotiation of the Master Agreement. The parties agree that they reserve their respective rights and positions as to whether the job descriptions and classifications currently in use and/or those to be developed by the Job Description Committee, including any jobs descriptions and/or classifications that will replace those currently in use, are within the jurisdiction of Local 891 and/or Local 155 and/or Local 669.

Please confirm your agreement and acceptance by executing this sideletter in the space provided and returning the original to me.

Sincerely,



J. Nicholas Counter III
On behalf of Negotiating Producers



Neil Haggquist
B.C. Branch of CFTPA

SIDELETTER NO. 4

As of April 1, 2003

Don Ramsden, President
IATSE Local 891
1640 Boundary Road
Burnaby BC V5K 4V4
Canada

Roger Vernon, President
IATSE Local 669
#5-210, 555 Brooksbank Ave.
North Vancouver BC V7J 3S5
Canada

Dear Messrs. Ramsden and Vernon:

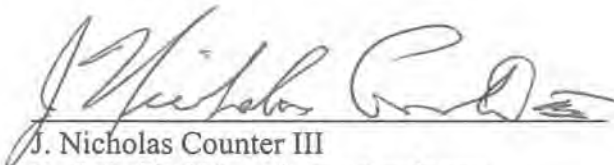
During the negotiations of the 1996 Master Agreement, IATSE Local 891, IATSE Local 669 and the undersigned negotiating producers agreed to incorporate into the Master Agreement a provision creating probationary periods of employment for weekly Employees of both Local 891 and Local 669. The negotiating parties agreed that dismissal for just and reasonable cause includes dismissal for artistic and creative differences and/or unsuitability.

In the unlikely event that any disputes may arise concerning a discharge of a post-probationary-period Employee, the parties to such dispute will employ the services of a "Non-Binding Trouble Shooter," like that used in the British Columbia Health Care Providers System, to address any such disputes prior to implementing the grievance and arbitration procedure set forth in Article Eleven of the Master Agreement.

The costs of such Trouble Shooter will be shared equally by the parties. The Trouble Shooter's findings will be non-binding and inadmissible as evidence should the matter proceed to arbitration.

Please confirm your agreement and acceptance by executing this Sideletter in the space provided and returning the original to me.

Sincerely,


J. Nicholas Counter III
On behalf of Negotiating Producers


Neil Haggquist
B.C. Branch of CFTP

SIDELETTER NO. 5

As of April 1, 2003

Don Ramsden, President
IATSE Local 891
1640 Boundary Road
Burnaby BC V5K 4V4
Canada

Tom Milne, Secretary-Treasurer
Teamsters Local 155
490 East Broadway
Vancouver BC V5T 1X3
Canada

Roger Vernon, President
IATSE Local 669
#5-210, 555 Brooksbank Ave.
North Vancouver BC V7J 3S5
Canada

Dear Messrs. Ramsden, Milne and Vernon:

This is to confirm the agreement reached by the parties to this Sideletter to implement the use of an Ombudsman/Trouble-Shooter and Industry Umpire to facilitate the speedy resolution of disputes concerning employment under the Master Agreement. This Sideletter will amend and be incorporated into Article 11 of the Master Agreement.

The Ombudsman/Trouble-Shooter will be Robert Blasina. Upon the request of any individual party to a dispute, the Ombudsman/Trouble-shooter will listen to a presentation of the dispute by a representative of each party to the dispute and will render a non-binding recommendation for the resolution of the dispute. The parties shall share equally the cost of the Ombudsman/Trouble-Shooter.

A Party may request that the Ombudsman/Trouble-Shooter hear the presentations of the dispute before meeting to discuss a grievance pursuant to Section 11.03 of the Master Agreement. The presentation of the dispute may be done by conference call or in person at the option of the Ombudsman/Trouble-Shooter. During the presentation the parties shall present and support their respective positions, including but not limited to providing oral or written information. The Ombudsman/Trouble-Shooter has the option to request written presentations. The Ombudsman/Trouble-Shooter will then provide a non-binding recommendation within two (2) business days of the completion of the presentation by the parties.

The non-binding recommendation may be provided in writing or orally, at the discretion of the Ombudsman/Trouble-Shooter. The parties then have two (2) business days from the receipt of the non-binding recommendation in which to communicate their acceptance or rejection of the recommendation to the Ombudsman/Trouble-Shooter and the other parties. Silence will be construed as a rejection after the expiration of such two (2) business days. Acceptance of the recommendation by both parties is a final resolution of the dispute and bars further litigation of the dispute.

The recommendation of the Ombudsman/Trouble-Shooter may not be admitted as evidence in any arbitration or in any submission to the Industry Umpire. Statements made and/or information submitted by any party during the presentation to the Ombudsman/Trouble-Shooter may not be submitted as evidence against the interests of that party by an opposing party during any subsequent arbitration or in any submission to the Industry Umpire.

If any party to the presentation to the Ombudsman/Trouble-Shooter rejects the Ombudsman/Trouble-Shooter's recommendation, then any party may pursue a resolution of the dispute through the grievance and

arbitration procedure set forth in Article 11 of the Master Agreement. In the alternative, the matter may be submitted, upon the mutual agreement of the parties, to the Industry Umpire for a binding and non-precedential resolution achieved through mediation.


The Industry Umpire will be Stan Lanyon. Within five (5) business days of the rejection of the Ombudsman/Trouble-Shooter's recommendation, if the parties wish to establish mutual agreement to utilize the Industry Umpire's services, then each party must separately provide notice to the Industry Umpire that they desire to pursue a binding non-precedential resolution through mediation in lieu of the grievance procedure set forth in Section 11.03 of the Master Agreement. The Industry Umpire must receive such notice from all parties within such five (5) business days in order for there to be a mutual agreement to pursue binding and non-precedential mediation. By agreeing to utilize the mediation services of the Industry Umpire, the parties waive all their rights to further litigate the dispute through the grievance and arbitration procedure set forth in Article 11 of the Master Agreement.

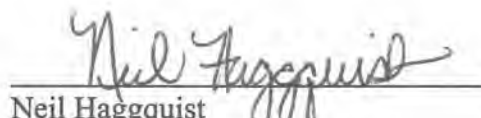
The Industry Umpire will promptly establish a date upon which each party to the dispute will submit a written statement of position in the dispute, which shall set forth only their understanding of the dispute, the contractual provisions alleged to be violated, the material facts, and the relief sought. Within one (1) week's time of the date established for the submission of the written statements, the Industry Umpire will schedule a meeting with the parties at a neutral location during which meeting the Industry Umpire will develop—through mediation—a binding recommendation for resolving the dispute. The parties shall share equally the cost of the Industry Umpire. The Industry Umpire's recommendation shall not be cited or used as authority in any subsequent Ombudsman'/Trouble-Shooter's presentation, Industry Umpire mediation, or any arbitration.

Nothing in this Sideletter shall be construed to stay or alter the time limits agreed upon in Sections 11.03, 11.04 or 11.05 of the Master Agreement.

Please confirm your agreement and acceptance by executing this Sideletter in the space provided and returning the original to me.

Sincerely,


J. Nicholas Counter III
On behalf of Negotiating Producers


Neil Haggquist
B.C. Branch of CFTPA

SIDELETTER NO. 6

As of April 1, 2003

Don Ramsden, President
IATSE Local 891
1640 Boundary Road
Burnaby BC V5K 4V4
Canada

Roger Vernon, President
IATSE Local 669
#5-210, 555 Brooksbank Ave.
North Vancouver BC V7J 3S5
Canada


Tom Milne, Secretary-Treasurer
Teamsters Union Local No. 155
490 East Broadway
Vancouver BC V5T 1X3
Canada

Dear Messrs. Ramsden, Vernon and Milne:

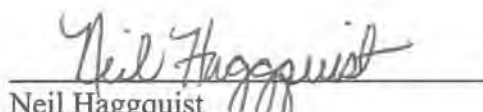
This is to confirm our agreement reached during negotiations of the 2000 Master Agreement concerning Article 12.06 of the Master Agreement. It is the intent of Article 12.06 to have information provided in a timely manner and not to penalize the Negotiating Producers. The B.C. Council of Film Unions therefore agrees that it will not grieve an inadvertent failure to comply with the time limits contained in Article 12.06.

Please confirm your agreement and acceptance by executing this Sideletter in the space provided and returning the original to me.

Sincerely,



J. Nicholas Counter III
On behalf of Negotiating Producers



Neil Haggquist
B.C. Branch of CFTP

SIDELETTER NO. 7

As of April 1, 2003

Don Ramsden, President
IATSE Local 891
1640 Boundary Road
Burnaby BC V5K 4V4
Canada


Dear Don:

This is to confirm our agreement reached during negotiations of the 2000 Master Agreement that the Producers and IATSE Local #891 agree to establish and maintain a list of suggested classifications and scale rates for positions that have been enabled on productions in the past by mutual agreement between the Producer and IATSE Local #891, but which are not included in the Master Agreement. These positions may be enabled in the future by mutual agreement between the Producer and IATSE Local #891 subject to crew requirements and identified needs.

Please confirm your agreement and acceptance by executing this Sideletter in the space provided and returning the original to me.

Sincerely,


J. Nicholas Counter III
On behalf of Negotiating Producers


Neil Haggquist
B.C. Branch of CFTPA

SIDELETTER NO. 8

As of October 5, 2002

Don Ramsden, President
IATSE Local 891
1640 Boundary Road
Burnaby BC V5K 4V4
Canada

Roger Vernon, President
IATSE Local 669
#5-210, 555 Brooksbank Ave.
North Vancouver BC V7J 3S5
Canada

Tom Milne, Secretary-Treasurer
Teamsters Union Local No. 155
490 East Broadway
Vancouver BC V5T 1X3
Canada

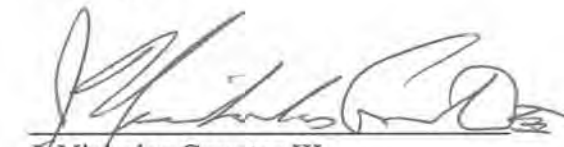
Dear Messrs. Ramsden, Vernon and Milne:

This is to confirm our agreement reached during negotiations of the 2003 Master Agreement that the Negotiating Producers and the B.C. and Yukon Council of Film Unions (the Council) and its member-Unions IATSE Local 891, IATSE Local 669, and Teamsters Union Local No. 155 will establish, and participate as members of, a Joint Committee to explore the feasibility and cost effectiveness of a B.C.-based Film Industry Health Plan in which members of the BC Council and their respective member-Unions may participate. Establishment of this joint committee is subject to agreement of both the B.C. District, Directors Guild of British Columbia and the Union of British Columbia Performers to participate as joint committee members to evaluate the feasibility of their respective members participating in this common plan.

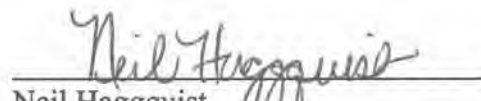
We further agree to pursue this endeavor promptly and in good faith during the term of the Master Agreement. We share a commitment to sustain viable health resources that can address future health care needs of union members who contribute to the advancement of British Columbia's film industry.

Please confirm your agreement and acceptance by executing this Sideletter in the space provided and returning the original to me.

Sincerely,



J. Nicholas Counter III
On behalf of Negotiating Producers



Neil Haggquist
B.C. Branch of CFTPA


SIDELETTER NO. 9

As of April 1, 2003

Letter of Understanding

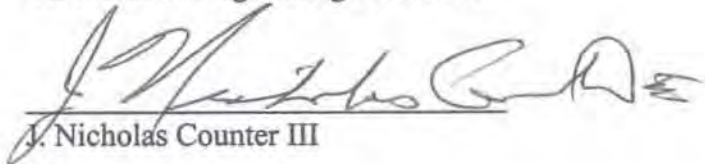
The Assistant Accountant rate shall be a negotiated rate, but shall not reflect a rate which is lower than the current applicable rates stated in the Collective Agreement ending March 31, 2003, along with future negotiated general rate increases.

On behalf of IATSE Local 891

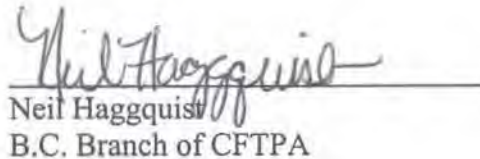


Don Ramsden

On behalf of Negotiating Producers



J. Nicholas Counter III



Neil Haggquist
B.C. Branch of CFTPA

SIDELETTER NO. 11

As of April 2, 2006

Elmar Theissen, President IATSE Local 891 1640 Boundary Road 3823 Burnaby B.C. V5K 4V4 Canada	Brenton Spencer, President IATSE Local 669 Henning Drive, Suite 217 Burnaby, B.C. V5C 6P3 Canada	Tom Milne - Secretary Treasurer Teamsters Union Local 155 490 East Broadway Vancouver B.C. V5T 1X3 Canada
---	--	---

Dear Messrs. Theissen, Spencer, and Milne:

The Council agrees that in advancing grievances under Article 11 of the Master Agreement the Council will use its best efforts to ensure that the volume of grievances is kept at a reasonable and necessary level consistent with the Council's obligations under the British Columbia Labour Relations code and the purposes set out in Part 8 of the Code.

Please confirm your agreement and acceptance by executing this Sideletter in the space provided and returning the original to me.

Sincerely,

J. Nicholas Counter III
On behalf of the Negotiating Producers

Neil Haggquist
B.C. Branch of CFTPA

Side Letter No.12

An Employer who provides the Council with an executed Letter of Adherence for a specific production covered by the Master Agreement or the Supplemental Master Agreement also agrees to be bound to the terms and conditions of this Side Letter and to also voluntarily recognize IATSE Local 891's representation of certain visual and computer generated imagery and effects employees (VFX employees) for a specific production.

The VFX employees, set out below, may be employed directly by the production upon the following terms and conditions. This Agreement is not to be used to prohibit or inhibit the historical rights and practices of producers to have VFX work performed by third parties and employees, including those from other jurisdictions, without regard to union status or union affiliations. The parties agree that:

1. The Employer shall have the unrestricted right to subcontract any or all VFX work of a production without restriction as to union status, membership, or affiliation.
2. The practice of hiring contractors or employees who are not subject to this Side Letter from other jurisdictions including the United States is confirmed and may be continued without objection from the Union.
3. Where the Employer hires an employee under this Agreement in a VFX classification, such employee shall be or become a member of IATSE Local 891 or a permittee. The following weekly rates will apply:

Job Description	Weekly Flat Rate (up to 12 Hours/Day)
VFX Artists:	
Skill Level 1	\$1,442.00
Skill Level 2	\$1,339.00
Skill Level 3	\$1,100.00
VFX Technicians:	
Skill Level 1	\$1,339.00
Skill Level 2	\$1,100.00

4. These rates are basic minimum scale rates. Nothing in this Side Letter shall prevent the 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.
5. These rates shall be increased in accordance with the salary rate increases contained in the Master Agreement.
6. Such employees may be employed on a daily basis at 1/5 of the weekly rate.
7. Overtime shall be paid at a rate of two times the employee's hourly rate for all hours worked after 12 hours and one and one-half times the employee's hourly rate for all hours worked on the sixth day of a workweek and two times the employee's hourly rate for all hours worked on the seventh day of the workweek.
8. The work duties of the covered classifications shall be generally described as creating computer generated VFX where such employees will perform interchangeable work, depending on skill set and supervision required. Skill levels will be set in accordance with the training and experience of the individual employees. It is understood that staffing and skill level shall be determined by the Employer.
9. Employees in the position of VFX Artists will have an artistic and creative component to their work. Examples of this include modelers, composers and character animators.
10. Employees in the position of VFX Technicians will exercise mainly technical skills. Examples of this include matte painters, junior composers, and data wranglers.
11. The following provisions of the BC and Yukon Council of Film Unions Master Agreement are adopted by reference and incorporated herein: Article 7 (Holidays); Article 8 (Fringe Rates); Article 9 (Payment of Wages); Article 10 (Layoff and Discharge); Article 11 (Grievance and Arbitration); A1.11 (Layoff); Article 1.12 (No Strike; No Lockout) A1.16 (Replacement Workers); A1.17 (Progressive Discipline & Discharge Applicable to Weekly Workers); and A1.18 (Probationary Period for Weekly Employees). No other provision of the Master Agreement will apply.
12. Employees who are not working with a shooting unit will be responsible for scheduling their own meal periods of no less than thirty (30) minutes and no more than one hour in length and shall not incur meal penalties. (See 6.03 Meal Periods). On a day in which an employee is assigned only to a shooting unit, he shall be subject to the same meal provisions as other IATSE-covered employees.

13. The rates of pay for persons currently employed on productions will not be decreased as a result of this Side Letter
14. Unless otherwise agreed this Side Letter does not apply to episodic television series produced after the effective date of this Side Letter, so long as either the pilot or any episode of the series commenced production prior to April 1, 2009.

On behalf of the BC Council of Film Unions



Tom Adair,
BC Council of Film Unions

On behalf of the Negotiating Producers

Carol Lombardini,
Alliance of Motion Picture Television Producers

Tracey Wood,
BC Branch of the CFTPA

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS

15503 Ventura Boulevard
Encino, California 91436-3140
(818) 995-3600
Fax (818) 382-1793

Stephen C. Carroll
Counsel

May 28, 1996

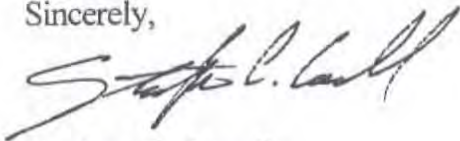
NOTICE TO ALL EMPLOYERS ANTICIPATING PRODUCING MOTION PICTURES IN
BRITISH COLUMBIA
UNDER THE BRITISH COLUMBIA AND YUKON COUNCIL OF FILM UNIONS
MASTER AGREEMENT

This is to request that when you are filming in British Columbia, you instruct your Assistant Directors to "police" the meal lines during meal breaks to assure that the crew is served and moved through the line efficiently.

During negotiations with the B.C. and Yukon Council of Film Unions earlier this year, the negotiating producers agreed to informally assist in assuring that the crew receive adequate time to eat during the meal periods by simply keeping the meal line moving and open for any crew members on their lunch breaks. This may mean asking visitors to the set or location to wait until the crew has been served as well as instructing certain crew members to refrain from excessive conversation while moving through the line.

Your cooperation and assistance on this matter will be greatly appreciated.

Sincerely,



Stephen C. Carroll

SCC:jrs

cc: British Columbia and Yukon Council of Film Unions
Directors Guild of Canada, British Columbia District Council

Via Fax and Mail

January 27, 2000

Gerry Rutherford
International Photographers Guild
I.A.T.S.E, Local 669
5/210 - 555 Brooksbank Avenue
North Vancouver, B.C. V7J 3S5

Re: Operation of Video Cameras

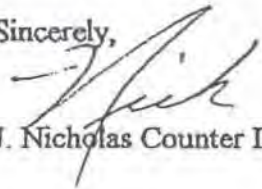
Dear Gerry:

This letter confirms the parties' agreement reached during the negotiations for the 2000 Master Agreement that the parties will refer to the Consultation Committee for discussion the issue of the use of video cameras by persons other than Local #669 Video Camera Operators for purposes of assisting in the securing of location, or for pre-production purposes, production, administrative or continuity purposes. The parties will recommend that the Consultation Committee adopt the following language in a sideletter to the Master Agreement:

"For the purpose of assisting in the securing of location, or for pre-production purposes, production, administrative, or continuity purposes, none of which are to be used for other than continuity or identification, the Employer may designate a person or persons, other than a Local #669 Video Camera Operator, to operate a Video Camera and such person shall not be subject to the terms and conditions of the Master Agreement. The Employer agrees to notify the camera crew and the Union as to the identity of said person(s).

Please confirm your agreement and acceptance by executing the originals of this letter, which will arrive by mail, in the space provided and returning one of the three originals to me and one to Richard Longpre.

Sincerely,


J. Nicholas Counter III

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**ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
CANADIAN AFFILIATES**

15503 Ventura Boulevard
Encino, California 91436-3103
(818) 995-3600
Fax (818) 382-1793



June 5, 2003

**NOTICE TO CANADIAN AFFILIATES AND CFTPA MEMBER COMPANIES THAT
ARE SIGNED TO THE 2003 BRITISH COLUMBIA AND YUKON COUNCIL OF FILM
UNIONS MASTER AGREEMENT**

Re: Bulletin/Guidelines Regarding Extended Work Days

Theatrical and television productions are budgeted for specified hours of production. There are cost deterrents which encourage the production to be on budget and on time.

When an extended work day is necessary, the need for same should be identified as far in advance as possible so that appropriate planning may occur.

The following guidelines set forth common sense measures which should be considered when extended work days are necessitated:

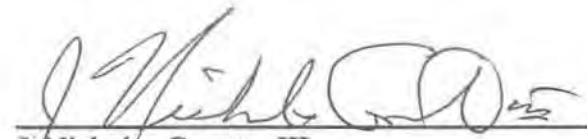
1. Sleep deprivation, which may be caused by factors other than an extended work day, should be identified by the employee. The Canadian Automobile Association (CAA) cautions drivers as to the following danger signs:
 - Eyes closing by themselves
 - Difficulty in paying attention
 - Frequent yawning
 - Swerving in lane

CAA warns that drivers experiencing any of these danger signs could fall asleep at any time. CAA recommends three basic solutions: sleep, exercise, and caffeine. CAA urges drivers who are too drowsy to drive safely to pull off the road to a safe area, lock the doors, and take a nap - even twenty minutes will help. Upon waking, the driver should get some exercise and consume caffeine for an extra boost.


2. Any employee who believes that he/she is too tired to drive safely should notify an authorized representative of the Producer before leaving the set. In that event, the Producer will endeavor to find alternative means of transportation or provide a rest area or hotel room. Such request may be made without any fear of reprisal and will not affect any future employment opportunities.

3. When the production company anticipates an extended work day, the employees should be encouraged to car pool.
4. When an extended work day is necessary, appropriate beverages and easily metabolized foods should be available.

Sincerely,



J. Nicholas Counter III
On behalf of Negotiating Producers



Neil Haggquist
B.C. Branch of CFTPA

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June 5, 2003

**NOTICE TO CANADIAN AFFILIATES AND CFTPA MEMBER COMPANIES THAT ARE
SIGNED TO THE 2003 BRITISH COLUMBIA AND YUKON COUNCIL OF FILM UNIONS
MASTER AGREEMENT**

Re: Bulletin/Shifts in the Work Week: Section 4.02(e)

During the negotiation of the 2003 British Columbia and Yukon Council of Film Unions Master Agreement, the B.C. Council of Film Unions expressed concern that an Employer could shift an Employee's work week under Section 4.02(e) to avoid paying premiums in the following scenarios:

Scenario #1:

An Employee who works a Monday through Friday work week is shifted to a Tuesday through Saturday work week during a week in which a holiday occurs on the Monday of that work week.

The Employee was shifted to the Tuesday through Saturday work week solely to avoid payment of premium pay for work on a Saturday.

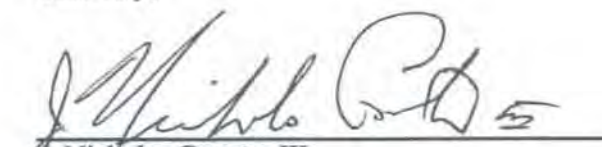
In the above example, the Employee is entitled to premium pay because there was no legitimate production reason for the shift.

Scenario #2:

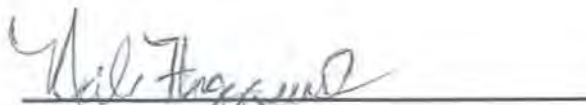
An Employee works a Monday through Friday work week. The work week is shifted to a Sunday to Thursday work week for the sole purpose of avoiding a normal day off. There was no production reason for the shift other than to create a shorter shooting schedule.

In the above example, the Employee is entitled to premium pay because there was no legitimate production reason for the shift.

Sincerely,



J. Nicholas Counter III
On behalf of Negotiating Producers



Neil Haggquist
B.C. Branch of CFTPA

Letter of Agreement

As of April 29th, 2009

Re: 2010 Olympic and Paralympic Winter Games Zone Extension
(for the period of January 1 – April 30, 2010)

This is to confirm our agreement reached during the negotiation of the 2009 Master Agreement that the Negotiating Producers and the BC and Yukon Council of Film Unions (the Council) and its member-Unions IATSE Local 891, IATSE Local 669, and Teamsters Union Local No. 155 will expand the definition of the Vancouver Studio Zone in Article 5.01(a)

“For the first four months of 2010 (January 1 – April 30), the parties have agreed to extend the eastern boundary of the Zone to 240th Street.”

AGREED

Sincerely,



Ken Anderson, President

Carol A. Lombardini
On behalf of Negotiating Producers

Bruce Scott, Secretary-Treasurer
Teamsters Local 155

Tracey Wood
BC Producers' Branch-CFTPA

Rob McEwan, President
IATSE Local 669

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, 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.



DECLARATION OF CONDITIONS OF EMPLOYMENT

The employer must complete this form for the employee to deduct employment expenses from his or her income.

The employee does not have to file this form with his or her return, but must keep it in case we ask to see it. For details about claiming employment expenses, see Guide T4044, Employment Expenses, or Interpretation Bulletins IT-352, Employee's Expenses, Including Work Space in Home Expenses, and IT-522, Vehicle, Travel and Sales Expenses of Employees.

Part A - Employee information (please print)

Form with fields for Last name, First name, Tax year, Social insurance number, Home address, Business address, and Job title and brief description of duties.

Part B - Conditions of employment

Form with 7 numbered questions regarding employment conditions, allowances, and expenses. Includes checkboxes for Yes/No and various input fields for amounts and dates.

8. Did you require this employee to be away for at least 12 **consecutive** hours from the municipality and metropolitan area (if there is one) of your business where the employee normally reported for work? Yes No
If yes, how frequently? _____

9. Did you require this employee under a contract of employment to:

- rent an office away from your place of business? Yes No
- pay for a substitute or assistant? (do not complete for employees earning commission income) Yes No
- pay for supplies that the employee used directly in his or her work? Yes No
- pay for the use of a cell phone? Yes No

Did you or will you repay this employee for any of these expenses? Yes No
If yes, indicate the type of expense and amount you did or will repay: _____

10. Did you require this employee under a contract of employment to use a portion of his or her home for work?
The work space **must** be where the employee mainly (more than 50% of the time) does his or her work **OR** used only to earn the employment income and also used on a regular and continuous basis for meeting clients or customers. Yes No
Did you or will you repay this employee for any of the expenses? Yes No
If yes, indicate the type of expense and amount you did or will repay _____

11. Did you require this tradesperson, as a condition of employment, to purchase and provide tools after May 1, 2006, that were used directly in his or her work? Yes No
If yes, do all of the tools itemized on the list provided to you by the employee satisfy this condition? Yes No
Please sign and date the list.

12. Did this employee work for you as an apprentice mechanic? Yes No
If yes, was this employee registered in a program established under the laws of Canada or of a province or territory that leads to a designation under those laws as a mechanic licensed to repair self-propelled motorized vehicles? Yes No

13. Did you require this apprentice mechanic, as a condition of employment, to purchase and provide tools that were used directly in his or her work? Yes No
If yes, do all of the tools itemized on the list provided to you by the employee satisfy the condition described in Question 12? Yes No
Please sign and date the list.

14. Did this employee work for you as a forestry worker? Yes No
Did this employee, as a condition of employment, have to provide a power saw (including a chain saw or tree trimmer)? Yes No

Employer declaration

I certify that the information provided on this form is, to the best of my knowledge, correct and complete.

Name of employer (print)

Name and title of authorized person (print)

Date

Telephone Number

Signature of employer or authorized person

Note
Please make sure that the name and telephone number of the authorized person are clearly printed in case we need to call to verify information.