

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

Article Four: Hours Worked and Cancellations

4.01	Minimum Daily Call	9
4.02	Minimum Work Week	10
4.03	Work Performed on the Sixth Day Worked in the Work Week as Defined in 4.02 (a) and 4.02 (b).....	11
4.04	Work Performed on the Seventh Day Worked in the Work Week as Defined in 4.02 (a) and 4.02 (b).....	11
4.05	Calculation of Time	11
4.06	Overtime	11
	(a) Eight to Twelve Hours.....	11
	(b) Twelve to Fifteen Hours	11
	(c) Time in Excess of Fifteen Hours	11
4.07	Fractional Work Week.....	11
4.08	Over-Scale Employees.....	12
4.09	Force Majeure	12
4.10	Cancellation of Call	12
4.11	Change of Call	12
4.12	Stand-By Calls	12
4.13	Hiatus	12
4.14	Occupational First Aid Certificate Holders	12

Article Five: Travel

5.01	Studio Zones	13
5.02	Travel Within Studio Zones.....	14
5.03	Travel Time Payment.....	14
5.04	Nearby Location.....	14
5.05	Parking	14
5.06	Distant Location.....	15
5.07	Per Diem Allowance	15
5.08	Unworked Sixth or Seventh Days, Or Statutory Holidays on Distant Location	15
5.09	Travel Insurance.....	15
5.10	Weather Warnings	15

Article Six: Meals

6.01	Scheduling Meal Periods	15
6.02	Early Call Employees (Non-Deductible Meal).....	16
6.03	Meal Periods	16
6.04	Calculation of Meal Penalty.....	16
6.05	Meal Period Extensions	16
6.06	Pacific Northwest Hours	16
6.07	Meal Periods for Employees Working Off-Set.....	17
6.08	Shelter and Washroom Facilities	17
6.09	Beverages/Environmental Awareness	17
6.10	Absence of Catering and Culinary Selection	18
6.11	Proper Meal.....	18

Article Seven: Holidays

7.01 Statutory Holidays 18
7.02 Payment of a Statutory Holiday Worked 18
7.03 Payment for an Unworked Statutory Holiday 18
7.04 Holidays and the Guaranteed Period of Employment 18
7.05 Waiver of Designated Holiday 18

Article Eight: Fringe Rates

8.01 Television 19
8.02 High Budget Feature Films 19
8.03(a) First and Second Year of a Television Series 20
8.03(b) One-hour Network Pilots 20
8.04 BC-CFPA Administration Fee 21

Article Nine: Payment of Wages

9.01 Payroll Period 21
9.02 Medium of Wage Payment and Pay Day 21
9.03 Payroll Service 22
9.04 Termination Pay 22
9.05 Time-Keeping 22
9.06 Assignment of Wages 22
9.07 Deal Memorandum 23

Article Ten: Lay Off and Discharge

10.01 Guaranteed Period of Employment 23
10.02 Lay-Off Defined 23
10.03 Weekly Employees - Notice of Lay-Off and Severance Pay 23
10.04 Daily Employees - Notice of Lay-Off 23
10.05 Written Guarantee 23
10.06 Discharge 24
10.07 Industry Termination 24

Article Eleven: Grievance and Arbitration

11.01 Statement of Policy 24
11.02 Grievance Defined 24
11.03 Grievance Procedure 24
11.04 Arbitration Procedure 25
11.05 Expedited Arbitration 25
11.06 Arbitrator's Authority 26
11.07 Costs 26

Article Twelve: Safety

12.01 26
12.02 26
12.03 26
12.04 26
12.05 27
12.06 27

Article Thirteen: Employee Indemnification

13.01 Employee Indemnification..... 27
13.02 Duration of Protection..... 27
13.03 Indemnification..... 27

Article Fourteen: Performance Bonds

14.01..... 28

Article Fifteen: Employee Assistance Program

15.01 EAP..... 28

Article Sixteen: Entirety

16.01 Entirety..... 29

Article Seventeen: Term of Master Agreement

17.01 Term..... 29

APPENDIX "A" - IATSE Local 891

A1.01 Definitions..... 30
A1.02 Screen Credits 30
A1.03 Name Change or Address Change 30
A1.04 Sole and Exclusive Bargaining Agent 30-31
A1.05 Recognition of Jurisdiction - Job Classifications..... 32
A1.06 Transfer to Another Bargaining Unit..... 32
A1.07 Electronic Press Packaging 32
A1.08 Department Head 32
A1.09 Union to Furnish Employees 32-34
A1.10 Notice of Crew Requirements..... 34
A1.11 Layoff - Determination of Employees Effected..... 34
A1.12 Script Supervisors - Preparation and Pretiming..... 34
A1.13 Script Supervisors - Multi-Camera Setups 34
A1.14 FA/CS 35
A1.15 Certified Journeyman Electrical Tradespersons/Business Firearms Licence 35
A1.16 Double Shifting..... 35
A1.17 Progressive Discipline & Discharge Applicable to Weekly Employees 35
A1.18 Probationary Period for Weekly Employees..... 36
A1.19 Limitation on Meal Breaks 36
A1.20 Turnaround
 (a) Daily Turnaround..... 36
 (b) Six-Day Turnaround 36
 (c) Five-Day Turnaround..... 37
 (d) Statutory Holiday Turnaround 37
 (e) Encroachment 37
 (f) Generator Operator Payment 38
A1.21 Performing Duties in a Higher Classification..... 38
A1.22 Use of Personal Vehicles 38
IATSE Local 891 MINIMUM RATES 39-43

APPENDIX "B" - TEAMSTERS Union Local No. 155

ARTICLE B1 SCOPE OF AGREEMENT AND RECOGNITION

B1.01 44
B1.02 44
B1.03 44
B1.04 Transportation Coordinator..... 44
B1.05 Driver Captain..... 45
B1.06 Specialized Equipment..... 45
B1.07 Security 45
B1.08 45
B1.09 45
B1.10 45
B1.11 Dispatch and Layoff..... 46-48

ARTICLE B2 SHOP STEWARD

B2.01 Shop Steward 48

ARTICLE B3 TURNAROUND

B3.01 Turnaround
 (a) Daily Turnaround..... 48
 (b) Six-Day Turnaround 49
 (c) Five-Day Turnaround..... 49
 (d) Statutory Holiday Turnaround 49
 (e) Encroachment 50

ARTICLE B4 EXCEPTIONS TO MINIMUM CALLS

B4.01 50

ARTICLE B5 MISCELLANEOUS

B5.01 Performing Duties in a Higher Classification..... 50
B5.02 50
B5.03 Second Meal Penalty..... 50
B5.04 Meal Periods for Caterers 51

ARTICLE B6 USE OF ANIMALS

B6.01 51

TEAMSTERS Local 155 MINIMUM RATES..... 52-53

APPENDIX "C" - IATSE Local 669

ARTICLE C1 SCREEN CREDITS

C 1.01 Screen Credits 54

ARTICLE C2 CAMERA CREW

C2.01 First Unit Crew 54
C2.02 Additional Unit Crew..... 54
C2.03 Composite Process Photography..... 55
C2.04 Production/Equipment Tests 55
C2.05 Video Recording and Video Playback Crew 55
C2.06 Video Camera Crew..... 55
C2.07 Electronic Press Packaging 55
C2.08 Work Performed in a Higher Classification..... 55

ARTICLE C3 STILLS PHOTOGRAPHY

C3.01 Stills Photography Crew 56

C3.02 Location Continuity and Administrative Photography	56
C3.03 Photo Credit for Stills Photographers	57
ARTICLE C4 WAIVER	
C4.01 Photography Waiver	57
ARTICLE C5 PROBATION, REPRIMANDS AND SEVERANCE	
C5.01 Layoff.....	57
C5.02 Probationary Period and Severance	58
C5.03 Progressive Discipline	58
C5.04 Severance in Case of Death	58
ARTICLE C6 SHOP STEWARD	
C6.01 Shop Steward	58
ARTICLE C7 TURNAROUND	
C7.01 Turnaround	
(a) Daily Turnaround.....	59
(b) Six-Day Turnaround	59
(c) Five-Day Turnaround.....	60
(d) Statutory Holiday Turnaround	60
(e) Encroachment	60
C7.02 Maximum Work Period	60
ARTICLE C8 PUBLICISTS	
C8.01 Porting Publicists from Appendix “A” to Appendix “C”	60
IATSE Local 669 MINIMUM RATES	61-62

SUPPLEMENTAL MASTER AGREEMENT

Preamble	63
S1. Definitions	63
S2. Applicability and Adherence	63
S3. Wages and Fringes.....	64
S3.01 Television Series.....	64
S3.02 Long-Form, Pilots and Canadian Domestic Television Production	64
S3.03 Low Budget Feature Films, Home Video	
(a) Low Budget Feature Films.....	64
(b) Home Video.....	65
S4. Miscellaneous	65
IATSE Local 891 Supplemental Master Rates.....	66-70
TEAMSTERS Union Local No. 155 Supplemental Master Rates.....	71-72
IATSE Local 669 Supplemental Master Rates.....	73-75

<u>NEW MEDIA</u>	76-78
------------------------	-------

WORK PERMIT FORMS

1. BCCFU Permit Payment & Exemption Form	79
2. Teamsters Union Local 155 Permittee Work Permit Application	80
3. Teamsters Union Local 155 Work Permit Requests and Obligations	81
4. IATSE Local 669 Work Permit Application	82
5. IATSE Local 891 Work Permit Application Form.....	83-84
6. IATSE Local 891 Application for Temporary Permit	85

SIDELETTERS

Sideletter No. 1 Companies guarantee payment of wages.....	86
Sideletter No. 2	Omitted
Sideletter No. 3 Job Description Committee	87
Sideletter No. 4 Probationary Periods.....	88
Sideletter No. 5 Ombudsman/Troubleshooter and Industry Umpire	89-90
Sideletter No. 6 Article 12.06	91
Sideletter No. 7 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	92
Sideletter No. 8 BC Based Film Industry Health Plan.....	93
Sideletter No. 9 Assistant Accountant Rate.....	94
Sideletter No. 10	Omitted
Sideletter No. 11 Volume of Grievances	95
Sideletter No. 12 Visual and computer generated imagery and effects employees.....	96-98

LETTERS OF UNDERSTANDING & BULLETINS

Policing of Meal Lines.....	99
Operation of Video Cameras	100
Extended Work Days	101-102
Work Week Shifts.....	103
Olympic Zone	104
Employment Expenses – Completion of T2200 Form	105-107
MAPS	
Vancouver Studio Zone	108
Greater Victoria Studio Zone.....	109

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 108 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 109 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: One Thousand Five Hundred Dollars (\$1,500) per episode of a television series; Two Thousand Dollars (\$2,000) per television movie or low-budget feature; Four Thousand Five Hundred Dollars (\$4,500) per high-budget feature or mini-series. During the life of this Agreement, only the BC branch of the 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 Council will send to the appropriate association letters of adherence on an 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: Employee's name and address; job classification; pay period ending date; applicable Council-member Union; dates worked; hours worked; wage and overtime rates; itemization and identification of all allowances, penalties, premiums and fringes paid and deductions made; and gross and net amounts of the Employee's cheque for the pay period and year to date totals for gross wages, deductions, allowances, penalties, premiums and fringes.

A copy of the Employees' time report and time sheet will be forwarded to the 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 moneys 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.