
BRITISH COLUMBIA COUNCIL OF FILM UNIONS

I.A.T.S.E. 891

TEAMSTERS 155

I.A.T.S.E. 669

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www.bccfu.com

May 2009

MASTER AGREEMENT 2009-2012

The BC Council of Film Unions is recommending the renewal of the Master Collective Agreement with the changes outlined in following Memorandum of Agreement.

IATSE Local 891, Teamsters Union Local No. 155 and IATSE Local 669 bargaining committee members participated in collective bargaining of the Master Agreement, which occurred over a five month period from November 2008 through the end of April 2009 consisting of four bargaining sessions over fourteen days. Agreement was reached on April 30th.

If the attached Memorandum of Agreement is approved, the Master Agreement 2009-2012 will take effect beginning the first payroll period following the successful ratification by the majority of the Council unions.

Approval is required by the memberships of two of the three Council member unions.

If ratified, the three year agreement will provide for terms and conditions through March 2012.

9/310B – 555 BROOKSBANK AVENUE NORTH VANCOUVER BC V7J3S5

contactus@bccfu.com

April 30, 2009

**GENERAL MEMORANDUM OF AGREEMENT OF MARCH 29, 2009
BETWEEN BRITISH COLUMBIA AND YUKON COUNCIL OF FILM UNIONS
AND ITS COUNCIL-MEMBER UNIONS IATSE LOCAL #891, IATSE LOCAL
#669 AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL #155
AND THE NEGOTIATING PRODUCERS**

This Memorandum of Agreement and its Appendices are entered into as of March 29, 2009 between the British Columbia and Yukon Council of Film Unions, which is comprised of Motion Picture Studio Production Technicians, Local 891 of the International Alliance of Theatrical Stage Employees and Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada, Teamsters Union Local No. 155 affiliated with the International Brotherhood of Teamsters and International Photographers Local 669 of the International Alliance of Theatrical Stage Employees and Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada, (hereinafter referred to as the "B.C. Council"), on its own behalf and on behalf of its respective Council-Member Unions on the one hand, and the Negotiating Producers, on behalf of those Producers described in the decision rendered by the British Columbia Labour Relations Board in Case No. 22492 on December 15, 1996, on the other hand.

This Memorandum of Agreement and its Appendices (Appendix "A," which is applicable only to IATSE Local #891, Appendix "B" which is applicable only to Teamsters 155 and Appendix "C," which is applicable only to IATSE Local #669, hereinafter referred to as the "Appendices") reflect the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement and its Appendices will be reduced to formal contract language. This Memorandum of Agreement and its Appendices do not set forth contract language, except where the context clearly indicates otherwise.

EFFECT OF CHANGES

All of the provisions of the current Master Agreement and its Appendices (*i.e.*, the document presented to the B.C. Council on December 17, 2008 during negotiations) shall remain the same unless otherwise specifically changed as noted herein.

The appropriate provisions herein shall be incorporated in the Wage Scales, Hours of Employment and Working Conditions of the Master Agreement Appendices (referred to as the "Sidetable Agreements"), and/or in the Master Agreement, unless otherwise specifically provided.

The provisions herein shall be effective as of ratification, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

Ratification of this General Memorandum and the Appendices subject hereto by two of the Council-Member Unions constitutes ratification of the Master Agreement.

WAGES: Increase minimum rates by 2% effective on Sunday of the first payroll period following ratification; 2% effective April 4, 2010 and 2% effective April 3, 2011

FRINGES: \$4 per day supplemental contribution to be made to the health plan in each of the three years of the agreement (other than on new media productions), the first such supplemental contribution to be effective on Sunday of the first payroll period following ratification and subsequent additional increases of \$4 per day to be effective on April 4, 2010 and April 3, 2011, respectively.

MODIFY ARTICLE 2.03

2.03 – Low Budget Feature Films:
increase \$12 million to \$13.5 million CDN
increase \$7 million to \$8 million CDN

CONFIRMATION ON EMPLOYER’S RIGHT TO DESIGNATE PERMITS

The Negotiating Producers have withdrawn their Producer Proposal #3 based upon the Council’s agreement to confirm in writing the Employer’s right to designate permits under 3.02 or 3.03.

INCLUDE A LETTER OF AGREEMENT REGARDING MODIFICATIONS TO ARTICLE 5 DURING THE PERIOD OF THE OLYMPICS.

The parties to enter into a Letter of Agreement that addresses location issues as a result of the Olympics and Paralympics, which provides the following:

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

NEW ARTICLE 7.05 HOLIDAYS

7.05 “When a holiday, other than Christmas Day, Boxing Day, Good Friday, Remembrance Day or 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.”

MODIFY ARTICLE 8.03 TO READ AS FOLLOWS:

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.

INDUSTRY TRAINING FUND

The Parties will continue the work of the BC Labour Market Skills Gap Analysis Steering Committee. In addition, the Parties will meet in committee to consider the establishment of an Industry Training Fund.

MODIFY ARTICLE 9.05 AS FOLLOWS:

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."

Note: The Council will notify the Employer of any problems.

MODIFY ARTICLE 17.01 TERM AS FOLLOWS:

Agree to a term for the Agreement of March 29, 2009 – March 31st, 2012

INCLUDE THE FOLLOWING LANGUAGE IN A NEW MEDIA SIDELETTER:

Add the following Sideletter to the Supplemental Master Agreement:

Re: Productions Made for New Media

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

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

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

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

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

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

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

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

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

C. Other Provisions

(1) Fringe Rates

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

(2) Grievance and Arbitration

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

(3) Staffing

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

(4) No Strike, No Lockout

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

(5) Assignment of Wages

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

(6) Layoff, Termination of Employment and Replacement

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

(7) No Other Terms Applicable

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

D. Sunset Clause

The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of New Media Productions are in the process of exploration, experimentation and innovation. Therefore, the provisions of this Sideletter shall expire on the termination date of the Master Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for New Media Productions.

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

SUPPLEMENTAL MASTER PACKAGE

1. Increase budget levels in 3.03 a) Low Budget Feature Film i) to \$13.5 million, ii) to \$8 million and iii) to \$2.75 million

Increase budget levels in 3.03 b) Home Video in i) to \$13.5 million, and iii) to \$2.75 million

2. Clarify 1.06 to read as follows:
““Television Series” means all episodic television productions outside of the exclusive jurisdiction defined in Article 1.04 of the Master Agreement.”
3. 3.01 renewal of the second paragraph for the 2009-2012 agreement.

S3.01 Television Series:

During the first two (2) seasons of a Television Series, the scale minimum wages shall be ten percent (10%) less than the rates in the current wage schedule for Feature Films in Appendices “A”, “B” and “C” of the Master Agreement. The total fringe rate applicable to all Council member unions during the first two (2) seasons shall be two percent (2%) less than the applicable rates in Article 8.01 of the Master Agreement.

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

LOCAL 891 SIDETABLE

CONSULTATIVE COMMITTEE

The Parties have referred the list of job classifications included in IATSE Local 891 Proposal #1 and Proposal #4 (as contained in the attached Local 891 Appendix "A" submission dated March 11, 2009) to Consultative Committee.

NEW SIDELETTER NO. 12

The Parties agreed to include the attached Visual Effects Letter as Sideletter No. 12.

JOINT BULLETIN

The Parties agreed to issue a joint bulletin on adhering to the current dispatch language in the Master Agreement.

MODIFY ARTICLE A1.15 AS FOLLOWS:

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

- (a) Where required by law **and assigned by the Employer**, individuals holding and using their ticket shall have their scale rate increased by \$2/hour for a Full Entertainment Ticket (FE), ~~\$1/hour for a Limited Entertainment (LE) ticket~~, and \$3/hour for an ~~Electrical Trade Qualification (ETQ) ticket~~. **Certificate of Qualification in the Trade of Electrician (CFQ) authorized by the British Columbia Safety Authority.**
- (b) Where required by law, individuals holding and using their Business Firearms Licence shall be paid an allowance of \$3.00 per day.
- (c) **The Employer agrees to provide legal representation to employees (including persons employed through a loan-out company) in proceedings before the BC Safety Authority for reported incidents or alleged non-compliance with the Safety Standards Act, the Safety Standards General Regulation and the Electrical Safety Regulation arising out of the employee's duties as Field Safety Representatives.**

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

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

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

ISSUE REVISED T2200 BULLETIN

The Parties agreed to issue the Producers' revised bulletin on T2200s.

MODIFY THE LANGUAGE OF ARTICLE A1.05.

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

TEAMSTERS 155 SIDETABLE

MODIFY ARTICLE B1.07 WITH THE FOLLOWING NON-SUBSTANTIVE CHANGES:

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

MODIFY ARTICLE B5.03 WITH THE FOLLOWING NON-SUBSTANTIVE CHANGE:

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

MODIFY B4 EXCEPTIONS TO MINIMUM CALLS AS FOLLOWS:

B4.01 An Employee may be called to work for not less than four (4) hours pay at the Employee's contracted hourly rate, or in the case of flat-rate Employees, for not less than one-half (1/2) the flat-rate Employee's prorated salary for one-half day, for cast and office drivers, airport pick-ups / drop-offs on the drivers sixth and seventh days only.

IATSE 669 SIDETABLE

PORTING PUBLICISTS FROM APPENDIX "A" TO APPENDIX "C"

Agreed to porting Publicists with the inclusion of language that any work permit issued to a publicist would not reduce the number of work permits issued to the camera department.

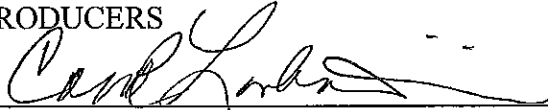
ESTABLISH A RATE FOR THE DIT

Establish rate for DIT equivalent to that of the 1st AC.

DOP AS OPERATORS

Agreed to the attached unpublished Sideletter dated April 29, 2009

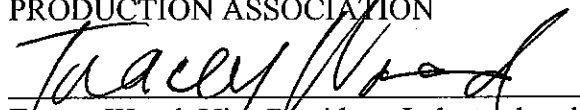
FOR THE NEGOTIATING PRODUCERS REPRESENTED BY THE CANADIAN
AFFILIATES OF THE ALLIANCE OF MOTION PICTURE & TELEVISION
PRODUCERS



Carol Lombardini, Acting President

Date: 4/30/09

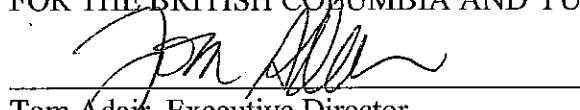
FOR THE NEGOTIATING PRODUCERS REPRESENTED BY THE BRITISH
COLUMBIA BRANCH OF THE CANADIAN FILM AND TELEVISION
PRODUCTION ASSOCIATION



Tracey Wood, Vice President, Industrial and External Relations

Date: April 30, 2009

FOR THE BRITISH COLUMBIA AND YUKON COUNCIL OF FILM UNIONS



Tom Adair, Executive Director

Date: April 30, 2009

I.A.T.S.E Local 891 PROPOSAL #1

The Parties agree that the following job classifications that have been historically enabled will be referred to Consultative Committee in the hopes of amalgamating them.

	Television Rate	Feature Rate		Television Rate	Feature Rate
ART			LIGHTING/ELECTRICS		
<u>Art Dept. Coordinator</u>	<u>22.73</u>	<u>23.84</u>	<u>Lighting Rigging Lamp Oper.</u>	<u>26.96</u>	<u>28.29</u>
CONSTRUCTION			PAINTING		
<u>Labourer Foreman</u>	<u>29.57</u>	<u>31.04</u>	<u>Paint Foreman</u>	<u>33.48</u>	<u>35.15</u>
COSTUME			<u>Paint Buyer</u>	<u>29.57</u>	<u>31.04</u>
<u>Truck Costumer</u>	<u>26.96</u>	<u>28.29</u>	<u>Paint Maintenance Person</u>	<u>27.55</u>	<u>28.96</u>
EDITING			<u>Paint Lead labourer</u>	<u>23.53</u>	<u>24.71</u>
<u>Editor/On Set</u>	<u>34.21</u>	<u>35.93</u>	<u>Paint Labourer Foreman</u>	<u>29.57</u>	<u>31.04</u>
<u>Editor/VFX</u>	<u>34.21</u>	<u>35.93</u>	PRODUCTION OFFICE		
<u>Assistant Music Editor</u>	<u>27.71</u>	<u>29.08</u>	<u>Script Coordinator</u>	<u>17.34</u>	<u>18.41</u>
<u>Dialogue Editor</u>	<u>30.98</u>	<u>32.53</u>			
<u>Editing Dubber</u>	<u>25.41</u>	<u>26.67</u>	PROPS		
<u>Post Prod. Coordinator</u>	<u>27.71</u>	<u>29.08</u>	<u>Props Builder/Fabricator</u>	<u>31.60</u>	<u>33.17</u>
<u>Post Prod. Supervisor's Assist.</u>	<u>21.58</u>	<u>22.66</u>	<u>Props Specialty Builder</u>	<u>29.57</u>	<u>31.04</u>
<u>Editing Room Assist.</u>	<u>14.11</u>	<u>14.85</u>			
GRIPS			SET DECORATING		
<u>Key Rigging Grip.</u>	<u>29.98</u>	<u>31.58</u>	<u>Set Dec. Dept. Coordinator</u>	<u>26.96</u>	<u>28.29</u>
<u>Second Rigging Grip</u>	<u>27.71</u>	<u>29.08</u>			
			SPECIAL EFFECTS		
			<u>Buyer</u>	<u>29.57</u>	<u>31.04</u>

Submitted

March 11, 2009

I.A.T.S.E. Local 891

AMPTP

I.A.T.S.E. Local 891

CFTPA

AGREED as of this day _____, of _____, 200____.

DD MM YY

IATSE Local 891 reserves the right to modify, delete, or add to their positions which have been tabled.

I.A.T.S.E Local 891 PROPOSAL #4

The Parties agree that the following suggested name changes shall be referred to the Consultative Committee in Revised Proposal #1

HAIR

~~Hairstylist~~

Hair Dept Head

MAKE-UP

~~Key Makeup Artist~~

Makeup Dept. Head

Submitted

March 11, 2009

I.A.T.S.E. Local 891

AMPTP

I.A.T.S.E. Local 891

CFTPA

AGREED as of this day _____, of _____, 200____.

DD

MM

YY

IATSE Local 891 reserves the right to modify, delete, or add to their positions which have been tabled.

Side Letter No.12

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

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

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

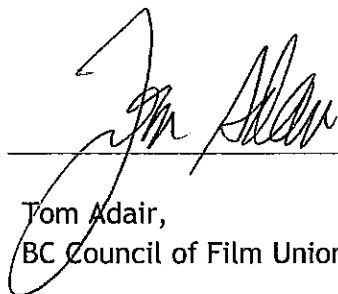
Job Description	Weekly Flat Rate (up to 12 Hours/Day)
VFX Artists:	
Skill Level 1	\$1,442.00
Skill Level 2	\$1,339.00
Skill Level 3	\$1,100.00
VFX Technicians:	
Skill Level 1	\$1,339.00
Skill Level 2	\$1,100.00

4. These rates are basic minimum scale rates. Nothing in this Side Letter shall prevent the Employer from paying the employees a rate higher than these minimum rates, but no Employer will be obligated to pay more than the minimum rates without bargaining with an individual employee for a higher rate and reaching an agreement to pay that employee a higher rate.
5. These rates shall be increased in accordance with the salary rate increases contained in the Master Agreement.
6. Such employees may be employed on a daily basis at 1/5 of the weekly rate.
7. Overtime shall be paid at a rate of two times the employee's hourly rate for all hours worked after 12 hours and one and one-half times the employee's hourly rate for all hours worked on the sixth day of a workweek and two times the employee's hourly rate for all hours worked on the seventh day of the workweek.
8. The work duties of the covered classifications shall be generally described as creating computer generated VFX where such employees will perform interchangeable work, depending on skill set and supervision required. Skill levels will be set in accordance with the training and experience of the individual employees. It is understood that staffing and skill level shall be determined by the Employer.
9. Employees in the position of VFX Artists will have an artistic and creative component to their work. Examples of this include modelers, composers and character animators.
10. Employees in the position of VFX Technicians will exercise mainly technical skills. Examples of this include matte painters, junior composers, and data wranglers.
11. The following provisions of the BC and Yukon Council of Film Unions Master Agreement are adopted by reference and incorporated herein: Article 7 (Holidays); Article 8 (Fringe Rates); Article 9 (Payment of Wages); Article 10 (Layoff and Discharge); Article 11 (Grievance and Arbitration); A1.11 (Layoff); Article 1.12 (No Strike; No Lockout) A1.16 (Replacement Workers); A1.17 (Progressive Discipline & Discharge Applicable to Weekly Workers); and A1.18 (Probationary Period for Weekly Employees). No other provision of the Master Agreement will apply.
12. Employees who are not working with a shooting unit will be responsible for scheduling their own meal periods of no less than thirty (30) minutes and no more than one hour in length and shall not incur meal penalties. (See 6.03 Meal Periods). On a day in which an employee is assigned only to a shooting unit, he shall be subject to the same meal provisions as other IATSE-covered employees.

13. The rates of pay for persons currently employed on productions will not be decreased as a result of this Side Letter


14. Unless otherwise agreed this Side Letter does not apply to episodic television series produced after the effective date of this Side Letter, so long as either the pilot or any episode of the series commenced production prior to April 1, 2009.

On behalf of the BC Council of Film Unions

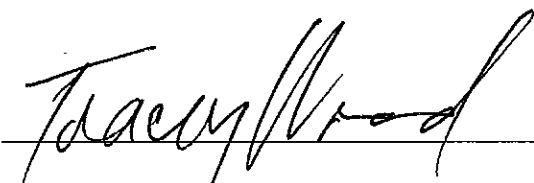


Tom Adair,
BC Council of Film Unions

On behalf of the Negotiating Producers



Carol Lombardini,
Alliance of Motion Picture Television Producers



Tracey Wood,
BC Branch of the CFTPA

For the Employer:

Name of Production Company: _____

For the Production Titled: _____

By: _____

April 1, 2009

BULLETIN

Re: Employment Expenses – Completion of T2200 form

Introduction

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

Purpose of the T2200 Form

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

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

Timing

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

Summary

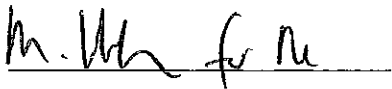
It is part of the payroll obligations of an employer to complete the T2200 form when requested to do so. The form may be completed before or after the production wraps. At the same time such requests must be made before a production wraps in order that an employer's representative who is knowledgeable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

Unpublished Letter of CONFIRMATION of Past Practice Relating to Waivers for DP/Operators (as per the agreement of the Parties in bargaining on March 12, 2009.)

For the term of the 2009-2012 Master Agreement between the AMPTP and the BCCFU, IATSE LOCAL 669 hereby confirms that its practice of permitting Directors of Photography to operate the camera will continue in the same manner as it has in the past.

In the event that IATSE LOCAL 669 should refuse a request by an Employer for a waiver to permit a Director of Photography to operate the camera as per the past practice, the Employer has the right to appeal the refusal to the International President of the IATSE for final determination of the particular request.

Agreed to this 29 day of April, 2009 in the City of VANCOUVER.



President.

IATSE LOCAL 669



on behalf of the

NEGOTIATING PRODUCERS



BC Branch of the CFTPA