

British Columbia and Yukon Council of Film Unions Supplemental Master Agreement

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

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

S1. Definitions:

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

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

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

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

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

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

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

S2. Applicability and Adherence:

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

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

written notice described in Article 1.03 of the Master Agreement. Any person or corporation that provides the Council with an executed Letter of Adherence is hereinafter referred to as the "Employer" for the specific production or period of time covered thereby. Notwithstanding the foregoing, when reasonable grounds exist to believe that a prospective Employer will be unable to meet its financial obligations under this Supplemental Agreement the Council may require appropriate security bonding arrangements in order to permit that prospective Employer to adhere to the Supplemental Agreement.

S3. Wages and Fringes:

S3.01 Television Series:

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

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

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

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

S3.03 a) Low Budget Feature Films:

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

- i) Budget of thirteen million five hundred thousand dollars CAD (13.5 million) and below: ten percent (10%) reduction in wage rate, and a four percent (4%) reduction in the fringe rate.
- ii) Budget of eight (8) million dollars CAD and below: eighteen percent (18%) reduction in the wage rate and a four percent (4%) reduction in the fringe rate.

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

b) Home Video:

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

- i) Budget of thirteen million five hundred thousand dollars CAD (13.5 million) and below: ten percent (10%) reduction in wage rate, and a four percent (4%) reduction in the fringe rate.
- ii) Budget of eight (8) million dollars CAD and below: eighteen percent (18%) reduction in the wage rate and a four percent (4%) reduction in the fringe rate.
- iii) Budget of two million seven hundred and fifty thousand dollars (2.75 million) and below: Wages subject to individual negotiation between individual employee and employer. Ten percent (10%) fringe rate. Under no circumstances may the wages be less than the minimums required pursuant to the British Columbia *Employment Standards Act*.

S4. Miscellaneous

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

IATSE LOCAL 891 SUPPLEMENTAL RATES

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

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

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

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

**June 7, 2009 –
April 3, 2010**

**April 4, 2010 –
April 2, 2011**

**April 3, 2011 –
March 31, 2012**

S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2	S3.01, S3.03 a) i) S3.03 b) i) Tier 1	S3.02, S3.03 a) ii) S3.03 b) ii) Tier 2
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VISUAL EFFECTS

Weekly Flat Rate (up to 12 Hours / Day)

VFX Artists (Weekly)

VFX Artist – Level 1	1,470.84	1,470.84	1,500.26	1,500.26	1,530.27	1,530.27
VFX Artist – Level 2	1,365.78	1,365.78	1,393.10	1,393.10	1,420.96	1,420.96
VFX Artist – Level 3	1,122.00	1,122.00	1,144.44	1,144.44	1,167.33	1,167.33

**VFX Technicians
(Weekly)**

VFX Technician – Level 1	1,365.78	1,365.78	1,393.10	1,393.10	1,420.96	1,420.96
VFX Technician – Level 2	1,122.00	1,122.00	1,144.44	1,144.44	1,167.33	1,167.33

TEAMSTERS UNION LOCAL NO. 155 SUPPLEMENTAL RATES

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

*Special Equipment Drivers shall include drivers of:

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

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

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

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

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

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

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

IATSE LOCAL 669 SUPPLEMENTAL RATES

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

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

*** WEEKLY**

Director of Photography	5,287.10	4,816.70	5,392.80	4,913.30	5,500.60	5,011.30
Operator	3,516.10	3,203.20	3,586.80	3,267.60	3,658.20	3,333.40
First Assistant	2,637.60	2,403.10	2,690.80	2,451.40	2,744.00	2,500.40
Second Assistant	1,861.30	1,695.40	1,898.40	1,729.70	1,936.20	1,764.00
Stills Photographer	2,882.60	2,626.40	2,940.70	2,679.60	2,999.50	2,732.80
Camera Utility Person						
Film Loader						
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	

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

	June 7, 2009 – April 3, 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	S3.01	S3.02	S3.01	S3.02	S3.01,	S3.02
	S3.03 a) i)	S3.03 a) ii)	S3.03 a) i)	S3.03 a) ii)	S3.03 a) i)	S3.03 a) ii)
	S3.03 b) i)	S3.03 b) ii)	S3.03 b) i)	S3.03 b) ii)	S3.03 b) i)	S3.03 b) ii)
	Tier 1	Tier 2	Tier 1	Tier 2	Tier 1	Tier 2
Motion Picture Video Coordinator	2,067.80	1,883.70	2,109.10	1,921.50	2,151.80	1,960.00
Motion Picture Video Assistant 1	1,553.30	1,415.40	1,584.80	1,443.40	1,616.30	1,472.10
Motion Picture Video Assistant 2	1,164.80	1,061.20	1,187.90	1,082.90	1,212.40	1,104.60
Digital Imaging Technician	2,637.60	2,403.10	2,690.80	2,451.40	2,744.00	2,500.40
Digital Utility Person						
Electronic Director of Photography	3,868.90	3,525.20	3,946.60	3,595.20	4,025.00	3,667.30
Electronic Camera Operator	2,902.20	2,644.60	2,960.30	2,697.10	3,019.80	2,751.00
Electronic Camera Assistant	1,934.80	1,762.60	1,973.30	1,797.60	2,013.20	1,834.00
PUBLICITY						
Senior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A
Junior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A
* WEEKLY (HOURLY)						
Director of Photography	75.53	68.81	77.04	70.19	78.58	71.59
Operator	50.23	45.76	51.24	46.68	52.26	47.62
First Assistant	37.68	34.33	38.44	35.02	39.20	35.72
Second Assistant	26.59	24.22	27.12	24.71	27.66	25.20
Camera Utility Person						
Film Loader						
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Stills Photographer	41.18	37.52	42.01	38.28	42.85	39.04
Motion Picture Video Coordinator	29.54	26.91	30.13	27.45	30.74	28.00
Motion Picture Video Assistant 1	22.19	20.22	22.64	20.62	23.09	21.03
Motion Picture Video Assistant 2	16.64	15.16	16.97	15.47	17.32	15.78
Digital Imaging Technician	37.68	34.33	38.44	35.02	39.20	35.72
Digital Utility Person						
Electronic Director of Photography	55.27	50.36	56.38	51.36	57.50	52.39
Electronic Camera Operator	41.46	37.78	42.29	38.53	43.14	39.30

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

	June 7, 2009 – April 3, 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	S3.01	S3.02	S3.01	S3.02	S3.01,	S3.02
	S3.03 a) i)	S3.03 a) ii)	S3.03 a) i)	S3.03 a) ii)	S3.03 a) i)	S3.03 a) ii)
	S3.03 b) i)	S3.03 b) ii)	S3.03 b) i)	S3.03 b) ii)	S3.03 b) i)	S3.03 b) ii)
	Tier 1	Tier 2	Tier 1	Tier 2	Tier 1	Tier 2
Electronic Camera Assistant	27.64	25.18	28.19	25.68	28.76	26.20
PUBLICITY						
Senior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A
Junior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A

Productions Made for New Media

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

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

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

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

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

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

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

Terms and conditions of employment on Original New Media Productions are freely negotiable between the Employee and Employer, to the extent permitted by the B.C. Employment Standards Act, except for those provisions identified in Paragraph C. below,

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

and provided that the Employee and Employer cannot negotiate wages and overtime less than the minimums set out in the B.C. Employment Standards Act for Employees not covered by a collective agreement.

C. Other Provisions

(1) Fringe Rates

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

(2) Grievance and Arbitration

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

(3) Staffing

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

(4) No Strike, No Lockout

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

(5) Assignment of Wages

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

(6) Layoff, Termination of Employment and Replacement

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

(7) No Other Terms Applicable

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

D. Sunset Clause

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

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