

# COLLECTIVE AGREEMENT

BETWEEN:



MOTION PICTURE STUDIO PRODUCTION TECHNICIANS  
LOCAL 849  
OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES  
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS  
OF THE UNITED STATES, ITS TERRITORIES AND CANADA

HEREINAFTER REFERRED TO AS

**"THE UNION"**

---AND---

**[Production Company Name]**

*currently titled*  
**"Production Title"**

HEREINAFTER REFERRED TO AS

**"THE COMPANY"**

Applicable Rates:

Tier Level

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2021

**PRE-PRODUCTION COLLECTIVE AGREEMENT**

Between

**I.A.T.S.E. LOCAL 849**  
(the "Union")

and

\_\_\_\_\_  
(the "Company")

for the Production currently entitled:

\_\_\_\_\_

The parties intend to negotiate in good faith with the view to the conclusion of a Collective Agreement and may agree to revise or amend certain sections of the Standard Collective Agreement prior to the first day of Principal Photography.

With regard to those Employees who are providing services prior to the first day of Principal Photography, the Company and the Union agree to be bound to the current terms and conditions of the attached Standard Collective Agreement, until such time as variances to the agreement (if any) are negotiated between the parties.

SIGNED BY THE UNION:

\_\_\_\_\_  
*Signature of the Executive Officer of the Union*

\_\_\_\_\_  
*Printed Name of Executive Officer*

\_\_\_\_\_  
*Date*

SIGNED BY THE COMPANY:

\_\_\_\_\_  
*Signature of Producer or Company Officer*

\_\_\_\_\_  
*Printed Name of Producer or Company Officer*

\_\_\_\_\_  
*Date*

# CANADIAN CREATIVE INDUSTRIES CODE OF CONDUCT

## to Prevent and Respond to Harassment, Discrimination, Bullying and Violence

The “*Canadian Creative Industries Code of Conduct*” confirms our commitment to safe and respectful workplaces and to an industry free of harassment including sexual harassment, discrimination, bullying and violence.

Harassment can take many forms including unwanted sexual attention, inappropriate jokes or texts, threats, and other unwelcome verbal, written, visual or physical communication or conduct.

Everyone has a responsibility to build safe and respectful workplaces.

Harassment, discrimination, bullying and violence can affect individuals at every level of the industry. Promoting increased gender equality and diversity is one way to break down barriers and reduce or eliminate these behaviours.

The principles espoused in this Code are applicable to all work and work-related environments. These can include but are not limited to, auditions or casting meetings, job interviews, industry events, festivals, awards, company functions, production studios and sets (whether local or remote), offices and rehearsal and performance venues.

Signatories to this Code will lead by example by upholding the highest standards of respect, encouraging the good-faith reporting of complaints concerning harassment, discrimination, bullying and violence and cooperating in the investigation of such complaints.

### **In adhering to this Code of Conduct, Signatory organizations agree to take the following steps as applicable to identify and address harassment including sexual harassment, discrimination, bullying and violence:**

- Enact policies and procedures that maintain zero tolerance for harassment, discrimination, bullying and violence;
- Designate people in the workplace to receive complaints of harassment, discrimination, bullying and violence;
- Provide a timely process for the investigation and resolution of complaints;
- Implement proportional consequences for violations; and
- Protect from retaliation or reprisal those individuals who in good faith allege violations of anti-harassment, discrimination and violence policies and procedures.

### **In implementing the above, Signatories will take the following steps, as applicable:**

- Ensure everyone in the workplace is aware of anti-harassment, discrimination and violence policies and procedures;
- Encourage people to set and respect personal boundaries and engage in consent-based interactions;
- When work requires physical contact or scenes of nudity, intimacy or violence, adhere to applicable respectful workplace policies and collective agreement obligations;
- Provide safe places where work may be performed for example, by not requiring individuals to attend meetings alone or in spaces such as private hotel rooms, etc.; and
- Encourage instructors, teachers, coaches and those providing training in the industry to adhere to this Code and share its principles with their students.

**Signatories to this Code of Conduct agree to take all applicable steps to quickly address substantiated complaints of workplace harassment including sexual harassment, discrimination, and violence. Such steps may include the following:**

- Requiring remedial action such as counselling and/or training;
- Disciplinary action (as per collective agreements and individual organization, union, guild and workplace policies) including restrictions, suspension or termination of employment and/or membership; or
- **Legal action as per applicable laws including human rights legislation.**

2021



## Article 1. TERM

1.1 This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, shall be in force until the later of one year or the final completion of the Production.

1.2 The terms of this agreement do not constitute a precedent for subsequent agreements or productions.

## Article 2. OBLIGATIONS AND RECOGNITION

2.1 **Prior Obligations.** As the Union is a Local of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, nothing in this Agreement shall be construed to interfere with any obligation the Union owes to such International Alliance by reason of prior obligation.

2.2 Nothing in this Agreement shall be interpreted as requiring either party to take any action or refrain from taking any action that is in violation or contravention of any applicable Federal or Provincial law in Canada.

2.3 All persons who are performing work covered by the Collective Agreement shall be referred to as "Employees" in the text of the Agreement.

### 2.4 **Bargaining Agent.**

- 1) The Company recognizes the Union as the sole and exclusive bargaining agent for all Employees in the Bargaining Unit in the classifications set out in Schedule "A".
- 2) The provisions of this agreement shall apply to the Provinces of Nova Scotia, New Brunswick and Prince Edward Island and, to the extent permitted by law, any Employee hired in these provinces that the Company elects to transport out of the Maritime Provinces.

2.5 **Job Classifications:** The Employer recognizes the job classifications set out herein and shall not directly or indirectly change, delete, alter or amend the classifications, transfer job functions from one classification to another, or establish a new classification, without written permission from the Union. If with the Union's agreement the Employer creates a new classification, whether included in the bargaining unit described in section 2.4 or not, it will meet with the Union in an attempt to agree on a rate of pay; failing such agreement, the dispute will be considered a grievance and be resolved in accordance with the provisions of article 25.

2.6 The Company will not sign any agreement, which purports to appoint any other party as the bargaining agent for any or all Employees covered by this Agreement.

2.7 The Company agrees not to assign work to an Employee which would have the effect of excluding that Employee from the protection of Union membership.

2.8 No Employee shall be transferred to another bargaining unit without their consent and the consent of the Union.

2.9 **Company's Right to Manage.** The Union acknowledges the Company's right to make such rules and regulations as may be deemed necessary for the conduct and management of its operations. Employees shall obey all rules and directions of any authorized representative of the Company to the extent that they do not conflict with the terms of this Agreement, the Provincial Labour Standards, the by-laws and working rules now in

force with the Union, or with the rules and regulations of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada. Any written rules and policies established by the Company shall be posted by the Company at all work sites and copies of the rules and policies are to be forwarded to the Union and attached to all Deal Memos or attached to each Employee's first pay cheque, after such rules become available.

2.10 **Legal Status of Company.** The Company shall maintain the legal status of the Company and shall not permit same to be liquidated, wound down or dissolved until all the Company's obligations under this Agreement have been fully and finally performed and satisfied. The Directors of the Company will be personally liable, on a joint and several basis, should the Company breach the terms of this provision.

2.11 **Change in Title.** If there is a change in the Company's name or the title of the screen-based media production, the Company shall notify the Union in writing immediately.

2.12 **Change of Producer.** Where the Company assigns, transfers, cedes, sells or otherwise causes a third party to become the producer of the screen-based media production, the Company and such third party shall be jointly and severally liable for all duties, obligations and payments owing to any Employees and the Union under this Agreement, unless the Union agrees in writing that such third party assumes all of the Company's obligations hereunder.

2.13 **Transfer or Sale.** If at any time the Company intends to sell, assign, transfer or lease the entire operation or any part thereof, it shall give notice of the existence of this Agreement to any prospective purchaser, assignee, transferee or lessee, or that part of the operation which is covered by this Agreement. Such notice shall be given to the prospective purchaser, assignee, transferee, or lessee, in writing, with a copy to the Union, not later than seven working days before the effective date of the sale, assigning, transfer or lease.

2.14 **Modification of Terms.** The terms and conditions contained in this Collective Agreement may be modified from time to time by written agreement of the parties. Any such modifications shall be set forth in correct alphabetical sequence, starting with Schedule "C".

2.15 **Screen Credits.** All Heads of Departments shall be given screen credits for services rendered. Employees have the right to refuse such screen credit if they so choose. All credits will be presented in readily readable colour, size, and speed.

2.16 **Union Emblem.** The emblem of the International Alliance is copyrighted and is the sole property of the Alliance. The Company shall display the emblem, unless the Union advises otherwise, on any and all recorded screen-based media productions, recorded by any method and produced under the terms and conditions of the Agreement which carry screen or air credit title or titles. The insignia is to be clear and distinct and presented in readily readable colour, size and speed.

2.17 In addition to the foregoing, the following shall also appear with the screen credits:  
FILMED ON LOCATION IN MARITIME CANADA WITH CREW FROM THE I.A.T.S.E. LOCAL 849

2.18 The Company shall provide the Union, as soon as available, with the following: list of Department Heads, crew list and shooting schedule

## Article 3. DEFINITIONS

The terms of this Agreement shall be interpreted with respect to the following further definitions. Unless specifically defined below, the terms used are given the common meaning used in the screen-based media industry.

3.1 “DAILY EMPLOYEE” is an Employee hired by the Company to provide services for one day. A Daily Employee is not guaranteed more than one (1) day of work.

3.2 “WEEKLY EMPLOYEE” is an Employee whose Deal Memo indicates weekly status, or who commences work on their eleventh (11<sup>th</sup>) consecutive scheduled day of work. A Weekly Employee is not guaranteed more than one (1) week of work unless otherwise specifically set forth in writing on a Deal Memo.

3.3 “DEPENDENT CONTRACTOR” is a corporation (or “loan out company” as that phrase is used and understood in the screen-based media industry) controlled by an individual who is an employee of that Corporation and performs work covered by this Agreement. Dependent Contractors shall be included in the term “Employee”.

3.4 “LAY-OFF” means a temporary or permanent severance of employment (other than Discharge) due to a shortage of work, including Hiatus or scheduled termination.

3.5 “SCREEN BASED MEDIA PRODUCTION” means and includes all types of motion pictures made for screen, television, video, the internet or otherwise produced by means of film, tape, digital format or otherwise, motion picture camera, electronic or other devices or any combination of the foregoing, or any other means, methods or devices now used or which may be adopted in the future.

3.6 “Additional Unit” is any unit (Second Unit, Splinter Unit, etc.) that is not under the direct supervision of the Main Unit Director of Photography.

3.7 “GROSS EARNINGS” for each Employee shall be the sum of all monies earned for working straight time, overtime, turnaround, and earned as premiums and penalties.

3.8 “TOTAL GROSS EARNINGS” for each Employee shall be the sum of Gross Earnings as defined above, plus Vacation Pay.

3.9 “IN WRITING” refers to any means of communication which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

## Article 4. JURISDICTION AND DIVISIONS OF WORK

4.1 **Bargaining Unit Work.** The exclusive jurisdiction of the Union as defined hereunder as “Bargaining Unit Work” shall include all work in connection with and all Employees engaged in the making, taking and servicing of screen-based media productions, regardless of the type of media recorded on or the distribution platform. The terms and conditions herein are applicable to pre-production, principal photography and post-production periods unless stated otherwise.

4.2 **No Sub-Contracting.** The Company shall not contract nor sub-contract any Bargaining Unit Work and no person outside the bargaining unit shall perform Bargaining Unit Work.

4.3 **Qualification of Employees.** The Company shall not require members of the Union to work with anyone who is not a member of the Union unless such non-member is permitted and approved by the Union.

4.4 The job classifications contained in Schedule "A" shall not be changed or deleted, nor shall the jobs, or any duty of the job, be altered without the written agreement of the Union.

4.5 The Union and the Employer agree to enter into negotiations in good faith respecting possible variances to the Agreement. All rates and conditions of the full Collective Agreement shall be in effect until such time as variances and enabling clauses are agreed to. The Union reserves the right to deny retroactive application of such variances and enabling clauses for work performed before the signing of the Collective Agreement.

4.6 No work customarily performed by an Employee covered in this Agreement and no work included in the job classifications in Schedule "A" of this Agreement and no Bargaining Unit Work in general shall be performed by another Employee of the Company or by a person or corporation who is not an Employee of the Company.

4.7 The Company shall not enter into any agreements with any other company or person wherein that other company or person will employ persons to perform Bargaining Unit Work, as defined in this Collective Agreement, or work normally performed by Employees covered by this Agreement, unless written consent is granted by the Union. A breach of this Article by the Company will entitle the Union to claim damages in the amount of lost wages and other monies payable on behalf of displaced members.

4.8 **Head of Department.** For each Department required by the Employer, the Company shall select a Department Head (or Key) from the Union's membership roster. The Department Head will remain employed until the Department has wrapped. The Company, with the approval of the Department Head (or Key), shall select an appropriate number of crew from the Union's membership roster. Each department will have, at a minimum, one Head at the applicable rate.

4.9 The Head of each Department shall be responsible for the operation of that department, including, but not limited to, all building, striking, inspection, handling, placing and producing of sets, electrical equipment, properties, wardrobe, and the buying, renting, or otherwise acquiring and wrapping of said properties, wardrobe or equipment performed by that department.

4.10 The construction of any temporary structure intended for filming purposes (e.g. flats, etc.) falls under the jurisdiction of the Union.

4.11 **Adequate Staffing.**

(1) The Company agrees to employ sufficient personnel in every department so that each department is able to safely and efficiently complete their work. If the Company fails to employ sufficient personnel in each department in accordance with this Article and as recommended by the Heads of Departments, the Union may request additional personnel on the job to comply with the job requirements.

(2) **Craft Service Staffing:** When crew, cast and background performers on a production total less than 75 in number, the Craft Service Department Head shall be permitted to engage a Craft Assistant. On those work days when crew, cast and background performers total more than 75 in number, the Craft Service Department shall consist of a Department Head, a Craft Assistant and a Second Craft Assistant. On those days when crew, cast and background performers total more than 120 in number, the Craft Service Department Head shall be permitted to engage an additional Daily Employee. This section shall not be interpreted so as to prevent the Craft Service Department Head from hiring a Daily Employee or Employees on days where logistical circumstances require the additional labour.

- (3) On Tier 5 productions, when Craft Services Department employees provide meals in lieu of meals provided by caterers, all hours worked by these Employees shall be considered work hours under this Collective Agreement.
- (4) On all productions, Tier 4 or higher, when there is a full time second camera team, or when a second camera is scheduled for more than 50% of a shooting day, minimum staffing for the production sound department will consist of a mixer, boom operator and a sound utility.
- (5) **Grip Department Staffing:**
  - (a) Grip Department minimum staffing shall consist of a Key Grip, a Best Grip, and two 3<sup>rd</sup> Grips. If camera support is needed, a Dolly Grip or equivalent & one additional 3<sup>rd</sup> Grip will be required for each camera. Camera support can include but is not limited to functions related to cranes, jib arms, or remote heads etc.
  - (b) Any additional unit Grip team, (i.e. Second Unit, Splinter Unit, Action Unit), shall consist of a minimum of a Key Grip, Best Grip and two 3<sup>rd</sup> Grips.
  - (c) Rigging requirements are additional to the above minimum staffing requirements.
- (6) **Lighting Department Staffing:**
  - (a) Lighting department minimum staffing shall consist of a Gaffer, a Best Lighting, two 3<sup>rd</sup> Light Technicians, a Generator Operator (if applicable), and a Lighting Console Operator, (if applicable).
  - (b) Any additional unit Lighting team, (i.e., Second Unit, Splinter Unit, Action Unit), shall consist of a minimum of a Gaffer, a Best Lighting, one 3<sup>rd</sup> Electric and a Generator Operator (if applicable).
  - (c) Rigging requirements are additional to the above minimum staffing requirements.

4.12 **Work Performed Outside of Maritime Canada.** In the event that the Company assigns an Employee to work outside of the Maritime Provinces, the provisions of this Agreement shall extend to the assigned workplace and will apply to such individuals.

## Article 5. PERFORMANCE BOND

- 5.1 The Company shall not require any Employee to start work prior to
- (1) the signing of a Pre-production Collective Agreement with the Union, and
  - (2) the providing of security against wages and/or any other financial liabilities. This may take the form of one of the following:
    - (a) a corporate letter of guarantee in a form acceptable to the Union, or;
    - (b) a \$25,000.00 cash Performance Bond on a production by production basis or;
    - (c) a floating cash bond of \$30,000 with accrued interest payable to the Company.
- 5.2 The particular security must be posted with the Union not later than three calendar weeks prior to the commencement of principal photography of any production.
- 5.3 **Failure to Post Bond.** In the event of the Company's failure to post the appropriate Performance Bond and/or sign the appropriate Collective Agreements, the Union and its Members are under no obligation to provide services to the Company and the Union is under no obligation to avert any work stoppages.
- 5.4 The Performance Bond (plus accrued interest) shall not be released before:

- (1) a minimum of two weeks has elapsed after the production has been completed; and
- (2) the last Employee has ceased working and has been paid; and
- (3) Records of Employment have been issued to all Employees; and
- (4) the Company has notified the Union in writing of the arrangements made to distribute Income Tax Receipts (T4 slips), and
- (5) the Company has satisfied all the obligations of this Agreement, including the settlement of any outstanding grievances.

5.5 Should an Arbitrator find that the Company has breached this Agreement, the Union 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 6. UNION PERSONNEL AND CREW CALLS**

6.1 **Only Members in Good Standing.** The Company shall employ only members in good standing with the Union, as defined by the Union's constitution and by-laws. For the purposes of this Agreement, a duly authorized Union Work Permit shall also constitute good standing with the Union. Failure to show good standing with the Union shall be sufficient reason and just cause for dismissal.

6.2 The Union shall furnish all Employees covered by this Agreement to perform work in the job classifications of each department as listed in Schedule "A" of this Agreement. The Union shall maintain an availability list of available and qualified Members to work in each classification recognized in the Agreement.

6.3 **Department Rosters.** The Union shall maintain a roster of its available members within each department.

6.4 **Referrals Roster.** The Union shall also maintain a roster of available and qualified workers who are not members of the Union.

6.5 When the Union is unable to supply available and qualified workers in accordance with the preceding sections, the company may employ a non-member in accordance with article 11.

6.6 The Company shall not unreasonably refuse to accept workers dispatched under sections 6.2, 6.3 and 6.4. The Company, when requested by the Union, shall be required to state their reasons in writing when refusing to engage an available member who is qualified in the requested category. In these instances, the Union will review the grounds presented by the Company and if these are found to be legitimate, the Union will not unreasonably force the Company to hire the member.

6.7 **Upgrades.** If, at the direction of the Company, an Employee works in a classification higher than the classification under which the Employee is called for work, the higher rate shall prevail for the time worked. If the Employee works for more than two hours in the higher classification, the higher rate shall prevail for the entire day. The Employee automatically reverts to their regular classification on the following day unless they are notified to the contrary. Employees must submit all required documentation to be eligible for the upgrade. This may include but is not limited to a new top sheet, start slip and time sheet.

6.8 The Company shall clearly indicate whether the call is a daily or weekly position when placing their calls for crew requirements with the Union.

6.9 In the event that the Union, in any specific instance, is unable to fill a position requested by the Company, the Company may make other arrangements and inform the Union of their action on that specific occasion, in

accordance with article 11. The Union shall not be deemed to be in breach of this Agreement if unable to supply Employees.

## **Article 7. UNION ACCESS**

7.1 The Company recognizes the right of any duly authorized representative of the Union to have access to the daily production reports or the place of work of any Employee. The Union agrees that such access will not be made to interfere with the Employees' ability to perform their duties. Union representatives shall present appropriate identification when necessary.

7.2 **Shop Steward.** The Union shall elect or appoint at least one on-set and one off-set Shop Steward to ensure that the provisions of this Agreement are adhered to. The Company shall recognize the Shop Stewards as the representative of the Employees and recognizes that the power to elect a Shop Steward on a production or the elimination of a Shop Steward position is solely vested with the Union. The Shop Steward shall have the complete cooperation of the Company in the performance of their duties. The Company shall not bring to bear any disciplinary, discriminatory, or monetary pressure upon any Shop Steward as a result of the performance of their duties. The Shop Stewards shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

## **Article 8. NO STRIKE OR LOCKOUT**

8.1 There shall be no lockout of Employees by the Company during the term of this Agreement.

8.2 The Union agrees not to initiate any strike, work stoppage or slow down during the term of this Agreement, except in the case of the Company's failure to post a performance bond in accordance with section 5.3 or adhere to the terms and conditions of this Collective Agreement.

8.3 **No Discipline for Honouring Picket Line.**

(1) 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 enter upon any property involved in a labour dispute, or refuses to go through or work behind a picket line, including a picket line at the Company's place of business and/or shooting location.

(2) The Company will not take any action against the Union or any Employee in the event that such a picket line is deemed illegal by a court, applicable Provincial Labour Relations Board or the Canada Industrial Relations Board. The Union agrees that if such a picket line is deemed illegal, the Union will use its best efforts to encourage Employees to report for work. However, if such efforts are unsuccessful, the Union cannot be held accountable if sued for loss in arbitration through the applicable Provincial Labour Relations Board or the courts, unless the action was sanctioned or condoned by I.A.T.S.E. Local 849.

## **Article 9. FORCE MAJEURE**

9.1 The Company may declare a Force Majeure, cancelling work calls, laying off Employees during a workday, or otherwise suspending production without prospective obligations to Employees, as a 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, the failure or inability of a key cast member to perform or the Director to undertake their duties, governmental regulation, order in a national or state of emergency, or when local authorities or EMO advise against public travel . The

Company may suspend the performance of the services by the Employee for as long as the delay continues. No compensation shall accrue or become payable to the Employee during the period of such suspension. This clause will not affect the workweek unless agreed to by the Union. In such unforeseen circumstance, the Employer shall furnish a statement in writing to the Union within 24 hours or as soon as practicable, as to the reason for the Force Majeure.

9.2 Employees will be paid at least for the minimum call should the Force Majeure occur during working hours or within ten hours of the Employee's call time.

9.3 Should the Employee be required to layover during the period the Force Majeure is in effect, the Company must provide accommodation and per diem as defined in this Agreement.

## **Article 10. INDIVIDUAL EMPLOYMENT CONTRACTS**

10.1 The Employee shall be required to sign an "Individual Employment Contract" or, as it is sometimes referred to, a "Deal Memo". When the Employee works in more than one department or category a separate "Deal Memo" must be submitted for each department and category of employment.

10.2 **Minimum Terms and Conditions.** This Agreement represents minimum rates and working conditions. No Employee shall be compensated at rates less than those specified in this Agreement nor be subject to working conditions that are less favourable than the provisions of this Agreement.

10.3 **Right to Negotiate Above Minimums.** Nothing in this Agreement shall prevent any Employee from negotiating and obtaining from the Company better rates, conditions and/or terms of employment than those provided in the Agreement.

10.4 During the term of this Collective Agreement, the Company will not renegotiate any agreement with the Employee without first obtaining the consent of the Union. The upgrading of Employees in accordance with section 6.7 shall not require the consent of the Union.

10.5 Upon the execution of any Individual Employment Contracts (Deal Memos), a complete copy shall be made available to the Employee. This copy must include all start slips and riders. The Company shall provide a copy of such contract and related documents to the Union within three business days. In the event of a discrepancy between Company riders or policies and the Collective Agreement, the Collective Agreement shall prevail.

10.6 At any time during the term of the Agreement, the Union may declare null and void all or part of an Individual Employment Contract if the Union determines that all or part of the Individual Employment Contract decreases the benefits under the Agreement.

10.7 The wording "subject to signed I.A.T.S.E. Local 849 Collective Agreement" must be clearly stated on each Individual Employment Contract.

10.8 The granting to any Employee of better rates, conditions and/or terms than those provided in this agreement shall not be construed in any manner as a precedent for granting similar rates, conditions and/or terms to other individuals.

10.9 **Residency Information.** Employees shall supply reasonable residency information sufficient to ensure that the Company receives all federal and provincial production services tax credits. Such information shall be kept confidential and held in compliance with applicable privacy legislation except to the extent necessary to obtain the applicable tax credits and incentives.



10.10 By signing the Employment Contract, the Employee authorizes the deductions stipulated in this Collective Agreement (i.e. fringes).

## **Article 11. ENGAGEMENT OF NON-UNION EMPLOYEES**

11.1 In accordance with section 6.1, preference of employment shall be given to I.A.T.S.E. Local 849 members. However, after determining that a member of the Union is not available, the Company may submit a written request to employ an individual who is not a member of the Union. This request for a Work Permit must include the following information:

- (1) A description of the job to be performed by the requested individual.
- (2) The Company's reasons for employing the individual.
- (3) A list of credits or a résumé of the requested individual.
- (4) Proof of any Union affiliation and professional standing of the requested individual.
- (5) A completed I.A.T.S.E. Local 849 Work Permit Request form signed by the Head of the Department requiring the permit and by the Production Manager and which clearly indicates whether the call is a daily or a weekly (term) position.
- (6) Prior work history of the individual with key creative personnel on the production.
- (7) A list of I.A.T.S.E. Local 849 members who were considered for the position and the reasons why they were not engaged.

11.2 The Company shall provide the request for Work Permit for a weekly hire as far in advance of the individual's start date as possible, but the request must be filed with the Union office no less than 24 hours prior to the individual's work start time.

11.3 If the Company establishes the necessity to hire a non-member, the Union may grant to the individual permission to work for a period not exceeding one week as defined in section 12.1. In certain instances, such as the requirement for a non-union Department Head or Employee with special skills, the Union may, at its discretion, grant a permit for the run of the production.

11.4 Those individuals permitted by the Union will be subject to the minimum rates, terms and conditions of this Collective Agreement.

11.5 At the end of each work day, the Company will re-submit permit requests for all Daily Employee permits. At the end of each work week, the Company will re-submit permit requests for all Weekly Employee permits.

11.6 The Company shall not employ any individual who is not a member of the Union until the Company has received a copy of the Work Permit endorsed by the Union.

11.7 **Work Permit Fees.** Permitted Employees who are not I.A.T.S.E members are subject to a permit fee of 7% of their total gross wages to the Union. The Company shall deduct and forward this payment directly to the Union on a weekly basis with a complete remittance breakdown. Permit fees are paid by the Employee.

## **Article 12. HOURS OF WORK AND WORKWEEK**

12.1 **Workweek.** The normal workweek shall consist of seven consecutive days: the first five days being workdays, the sixth and seventh days being days off. Sixth and seventh days are determined by the calendar and not by the number of days worked within that week by an individual Employee

12.2 **Work Day.** The regular work day for all departments, with the exception of the Set Construction Department and the Scenic Paint Department, is eight hours of work plus one hour unpaid meal break. The normal working day for the Set Construction Department and the Scenic Paint Department is ten hours work, plus one hour unpaid meal break. On-set Carpenters and On-set Scenic Painters will work the same schedule as the on-set shooting crew, i.e. an eight hour work day.

12.3 **Minimum Call.** The minimum call for a regular workday for all Employees is eight working hours with the exception of the Set Construction Department and the Scenic Paint Department. The minimum call for a regular work day for the Set Construction Department and the Scenic Paint Department will be ten working hours, including those persons brought in for daily calls.

12.4 **Sixth & Seventh Worked Day.** The hourly rate of pay for the normal working day on the sixth and the seventh days of the week when worked shall be two times the basic hourly rate as prescribed in Schedule "A".

12.5 When the Company is able to provide the Employees and the Union with 24 hours' notice of their intention of working on a sixth day of the work week, the hourly rate of pay for the normal working day shall be one and one-half (1 ½) times the basic hourly rate as prescribed in Schedule "A".

12.6 **Shift of Workweek.** Twice during production, the Company may shift the workweek without incurring extra costs, by doing either of the following:

(1) Shift the workweek forward by one or two days by adding one or two days off, consecutive with the seventh day of the regular workweek, provided that each additional day off shall be at least twenty-four hours in duration. If work is performed on any of the additional days off, the rate of pay shall be that of a seventh day of work.

Or

(2) Shift the workweek back by one day by changing the seventh day of the regular workweek to the first day of the shifted workweek, provided that the sixth day of the regular workweek is a day off consisting of a 34-hour rest period. If work is performed on the day off, the rate of pay shall be that of a seventh day of work.

The second shift is intended to allow for return to the original workweek. The Union agrees that it will not unreasonably deny a request to waive the seven (7) day notice requirement when circumstances giving rise to such request is beyond the reasonable control of the Company and occurs within the seven (7) day notification period. In no case will the allowable notice be less than five (5) days notification.

12.7 **Notice of Shift of Workweek.** Employees and the Union shall be given seven calendar days' notice of a workweek shift. A reduced notification period will be considered for the second workweek shift.

12.8 The Company shall not shift the workweek to avoid paying for a non-worked holiday.

12.9 Shifts starting on the sixth day, seventh day and/or Statutory or Proclaimed Holidays will not be considered regular shifts.

12.10 **Pre-production Workweek.** The workweek during pre-production may be different than the workweek of production. The change in workweek from pre-production to production shall not be considered a workweek shift. The workweek wherein pre-production ends and shooting begins must conform to the terms of Article 15.2. When there is change to the workweek between pre-production and production, a minimum 34 hour rest period shall be required. When work is performed during the rest period it shall be paid at the turnaround rate of three (3) times the Employee's basic hourly rate.

12.11 **Distinct Work Unit.** Every distinct work unit can have a different and distinct workweek. A "work unit" means a first unit or a second unit. The regular workweek for each work unit shall conform to that prescribed in section 12.1.

12.12 **Production Hiatus.** The scheduling of all production hiatuses must be mutually agreed to by both parties.

12.13 All terms and conditions of this Agreement, including any amendments as they may be written from time to time, apply to all work units.

## **Article 13. OVERTIME HOURS**

13.1 Work performed in excess of the normal workday shall be paid as overtime.

13.2 Overtime is to be calculated in six (6) minute (0.1 hour) segments and any part of a segment constitutes a full segment

13.3 Overtime for work performed after eight working hours for all departments, with the exception of the Set Construction Department and the Scenic Paint Department, shall be paid at the rate of one and one half (1 ½) times the basic hourly rate, up to and including the 12<sup>th</sup> hour. For the Set Construction Department and the Scenic Paint Department, overtime pay for work performed after ten working hours shall be paid for at the rate of one and one-half (1 ½) times the basic hourly rate, up to and including the 12<sup>th</sup> hour.

13.4 For all departments, overtime pay for work performed after the 12<sup>th</sup> working hour shall be paid for at the rate of two times the basic hourly rate, up to and including the 14<sup>th</sup> hour.

13.5 For all departments, overtime pay for work performed after 14 working hours shall be paid for at three times the basic hourly rate.

13.6 **Sixth and Seventh Days Overtime.** Except as modified by sections 13.7 and 13.8, all overtime occurring on the sixth and seventh days of the week shall be paid at the rate of three times the basic hourly rate.

13.7 When the Company provides the Employees and the Union with 24 hours' notice of their intention of working on the sixth day of the week, the overtime pay for work performed after eight working hours on this day for all departments with the exception of the Set Construction Department and the Scenic Paint Department shall be paid for at the rate of two and one-quarter (2 ¼) times the basic hourly rate up to and including the 12<sup>th</sup> hour. For the Set Construction Department and the Scenic Paint Department, overtime pay for work performed after ten hours on this day shall be paid for at the rate of two and one-quarter (2 ¼) times the basic hourly rate up to and including the twelfth (12<sup>th</sup>) hour.

13.8 When the Company provides the Employees and the Union with 24 hours' notice of their intention of working a sixth day, the overtime pay for work performed after twelve (12) working hours on the sixth day shall be paid at three(3) times the basic hourly rate.

13.9 **Night Premium.** The company is relieved of the obligation to pay night premiums. If crew call time is 14:00 or later on more than 2 consecutive days the Night Premium clause shall be activated as follows: all work performed between the hours of midnight and 5:00 a.m. shall have an additional 25% added to the hourly rate of pay and shall be paid at the rate in use and effect.

13.10 **Maximum Compounding.** The maximum compounding effect of the application of overtime and penalty payments provided for in this Agreement shall not exceed three (3) times the basic hourly rate.

13.11 The Company shall not lay off and rehire the same Employee within the same workweek for the sole purpose of avoiding premium pay.

## Article 14. MEAL BREAKS AND MONIES

14.1 With the exception of the provisions of section 14.10, all Employees are to receive a 60-minute meal period, to be initiated between the conclusion of the fourth hour of work and the conclusion of the sixth hour of work.

14.2 **Substantials.** Best efforts will be made to serve substantial snacks (e.g. sandwiches, soups, stews, etc.) 3 hours after the general crew call. In the event that this requirement is not met, the meal period will be initiated between the conclusion of the fourth hour of work and the conclusion of the fifth hour of work.

14.3 If the Company initiates the meal period at the conclusion of the fifth hour of work, this meal period will be recognized as the regular meal break and will be subject to the terms and conditions of this Agreement with regards to meal penalty, grace period and the second meal period.

14.4 Sixty-minute meal periods shall not be considered as "last person through the line"; however, the Company will allow sufficient time for departments to "make safe" the work place prior to the start of the meal period.

### 14.5 **Second Meal Period and Extensions**

- (1) When the Company initiates a second meal period in a workday, the second meal period shall commence between the conclusion of the fourth hour of work and the conclusion of the sixth hour of work, calculated from the completion of the previous meal period. In the event that substantials are not provided following the first meal period, a second meal period will be initiated between the conclusion of the fourth hour of work and the conclusion of the fifth hour of work calculated from the completion of the previous meal period.
- (2) For wrap, the six (6) hour work period following the end of the last meal period may be extended for a maximum of thirty (30) minutes (0.5 hour). If work exceeds such extension, then meal penalties shall be calculated and paid retroactively from the end of such six (6) hour work period.

14.6 The one hour time allowed to consume the second meal shall be paid as a straight time hour and added to the workday. Such a meal period shall not be considered as being time worked for overtime calculations. Should a 30-minute meal period be invoked, section 14.10 shall apply.

14.7 **Grace Period.** A twelve (12) minute (0.2 hour) grace period will be allowed at the first (1<sup>st</sup>) meal break to complete a shot in progress. A "shot in progress" is defined as the continuation of photography of the current set-up of the scene. No change to lighting, framing or lenses is permitted during the grace period. In the event that the twelve (12) minute (0.2 hour) grace period is exceeded, or changes are made to the set-up during the grace period, meal penalty payments shall be paid as per section 14.16 of this Agreement. The grace period shall

neither be scheduled nor automatic nor is it intended for everyday use and a maximum of two (2) grace periods shall be allowed per week

14.8 The notice for a grace period will be made in advance of the meal period to allow ample time for the Shop Steward to be notified. This notice shall not be considered as use of grace period. The grace period is considered to have been exercised only if it has actually been used.

14.9 When a grace period has been granted, the second meal period, if applicable, will commence as per section 14.5, but calculated from the time the regular meal period would have been completed had the grace period not been granted.

#### **14.10 30 Minute Meal Period.**

(1) Subject to the Employees' and Shop Steward's approval, the Company may elect to institute a 30 minute meal period, provided that a meal of a standard deemed acceptable to the Shop Steward is supplied by the Company and the time allowed to consume such a meal shall be considered as time worked for overtime calculations and shall be paid at the rate in use and effect. This 30-minute meal period must be called as per the regular meal break as described in sections 14.1, 14.3 and 14.5, otherwise a meal penalty will occur as per section 14.16.

(2) The calculation of the 30-minute period shall commence when the last Employee has been served (i.e. "last person through the line".)

(3) The grace period cited in section 14.7 will not apply on those days during which the Company has instituted a 30-minute lunch as per section 14.10 (1) above.

#### **(4) Transport Department Meals.**

a) The first meal period for Transportation Department employees shall be unpaid and thirty (30) minutes in length.

b) Transportation Department employees shall be responsible for scheduling their own first meal period in consultation with the appropriate Department Head and shall not incur meal penalties as cited in section 14.16.

c) When Transportation Department employees cannot access a catered meal, these employees shall be permitted to purchase a meal and be reimbursed for same by the Company. Such reimbursement shall not exceed the amounts cited in section 19.6. This meal period shall be considered time worked.

d) In accordance with section 14.5, in lieu of a second meal penalty, Transportation Department employees shall be entitled to purchase a meal and be reimbursed for same by the Company. Such reimbursement shall not exceed the amounts cited in section 19.6.

14.11 **Per Diems.** The Company will provide meals or appropriate per diems when the Employee is entitled to that meal in accordance with section 19.2.

14.12 When the Employee is entitled to a per diem, the Company shall pay in advance of the meal period in accordance with section 19.6

14.13 **Dining Facilities.** Proper dining facilities must be made available and time used to travel to and from such facilities shall not be included in the meal hour, nor shall travel time be used to calculate the start of the second meal period. When lunch is served away from the set, travel to and from the location of the lunch hall

shall not be included in the meal period. Employees shall be paid at the time in use and effect in both of the above stated situations.

14.14 A buffet lunch may be served or a catering service may be employed to serve hot meals on location according to the values as stated in this article and subject to the Shop Steward's approval. Snacks, i.e. hot dogs, hamburgers, pizza, etc., do not constitute a proper meal.

14.15 All taxes for meals, craft service and substantial are the responsibility of the Company.

14.16 **Meal Penalty.** If an Employee is unable to have a meal period by the times specified in this article, except as allowed in sections 14.5 and 14.7, the Company shall be required to pay a meal penalty until a meal period is provided or the Employee is wrapped. Meal penalty shall be calculated as follows:

- (1) First twelve (12) minutes (0.2 hour): \$5.00 for any portion thereof.
- (2) Next eighteen (18) minutes (0.3 hour): \$7.50 for any portion thereof.
- (3) Next one (1) hour: \$2.50 for each six (6) minute (0.1 hour) increment.
- (4) Thereafter: \$3.00 for each six (6) minute (0.1 hour) increment.

14.17 **Green Service.** The Company will make best efforts to implement environmentally friendly best practices.

14.18 **Craft Service.** All Employees including non-shooting crew will be provided at all times with water, hot and cold beverages along with healthy snack food and other food provisions. Such food provisions shall include reasonable nutritional options for those with identified allergies, dietary restrictions or food sensitivities. The Company shall supply this food and drink at no cost to the Employees. If these minimum provisions are not readily available to Employees throughout their working hours, then a 20-minute refreshment period shall be called at 2 ½ hour intervals throughout the working period.

14.19 In conjunction with the above meal/rest periods, the Non-Shooting crew will receive one 20-minute break during each six hour period. Employees will be responsible for scheduling their own meals and breaks in consultation with their Head of Department.

14.20 When the Company provides food to Employees, the Company will make best efforts to accommodate those Employees with food sensitivities, allergies and dietary restrictions. At the commencement of employment, employees shall communicate such dietary restrictions to the Employer, Craft Service and Catering Departments.

## **Article 15. REST PERIODS AND DAYS OFF**

15.1 For all departments, there shall be a ten(10)hour rest period (nine hours for the Transportation Department) between the ending of one call and the beginning of the next call.

15.2 The minimum amount of time off on a five-day workweek shall be 56 consecutive hours free from work each week unless Section 12.10 applies.

15.3 The minimum amount of time off on a six-day workweek shall be 34 consecutive hours free from work each week. When the sixth (6th) day worked occurs on the seventh (7th) day of the regular work week, there shall be a continuous thirty-four (34) hour rest period between the end of the shift on the fifth (5th) day and the commencement of the shift on the seventh (7th) day of the work week. Otherwise, turnaround penalties will occur. There shall be no reduction of turnaround allowed on a weekend of less than two days.

15.4 The minimum amount of time off on a seven-day workweek shall be 11 hours free from work

15.5 When an Employee works a minimum call day per section 12.3, the rest period shall commence at the time the employee ceases work.

15.6 **Turnaround Penalty.** Encroachment on an Employee's rest period shall be paid at three times the Employee's basic hourly rate for all time encroached.

15.7 **Bereavement Leave.** In the event of the death of a parent, grandparent, grandchild, sibling, spouse (including a common law spouse of the same or opposite sex), in-law or child of a weekly Employee, an Employee shall be entitled to up to three days leave, without loss of pay and adequate additional time without pay for extended travel. The Employee's job shall be available upon return from bereavement leave.

## Article 16. HOLIDAYS

16.1 The following days are recognized as paid Statutory or Proclaimed Holidays:

- (1) In New Brunswick: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, New Brunswick Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- (2) In Prince Edward Island: New Year's Day, Islander Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- (3) In Nova Scotia: New Year's Day, Nova Scotia Heritage Day, Good Friday, Victoria Day, Canada Day, Natal Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
  - a) There shall be no substitution for Remembrance Day in the Province of Nova Scotia.
  - b) When Remembrance Day falls on the Employee's normal day off, this day shall not be considered a paid day off.
  - c) When Remembrance Day falls on the Employee's regular work day, the day off shall be paid for at the minimum daily call in accordance with section 12.3.

16.2 The minimum amount of time off for a Statutory or Proclaimed Holiday shall include the entire 24-hour period of the holiday. For Christmas Day and New Year's Day, the minimum amount of time off shall be 30 hours each day.

16.3 When a Statutory or Proclaimed Holiday is not worked, all weekly Employees that work the five (5) scheduled work days before and the scheduled work day after the holiday will be paid the minimum daily call for the holiday, in accordance with section 12.3. Furthermore, when a Statutory or Proclaimed Holiday is not worked, all non-weekly/daily Employees that worked a minimum of five (5) days of the preceding fifteen (15) work days and the work day after the holiday will be paid the minimum daily call for the holiday, in accordance with section 12.3. This clause shall not supersede Provincial Labour Laws. For the purposes of calculating eligibility for holiday pay for weekly employees, sick days and bereavement days shall be considered days worked.

16.4 **Holiday during Hiatus.** In the event of a hiatus (a break in production) of fourteen (14) consecutive days or less, the Company and the Employee shall retain an employment relationship such that the Company will retain recall rights and be responsible for all applicable holiday pay incurred during said hiatus. When applicable, holiday remuneration will be payable pursuant to Article 16 of this agreement.

16.5 **Work Performed on a Holiday.** The minimum hourly rate for work performed on a Statutory or Proclaimed Holiday shall be two and one half (2 ½) times the Employee's basic hourly rate for the first eight hours for all departments with the exception of the Set Construction Department and Scenic Paint Department. The

minimum hourly rate for work performed on a Statutory or Proclaimed Holiday by the Set Construction Department and the Scenic Paint Department shall be two and one half ( 2 ½ ) times the basic hourly rate for the first ten hours.

16.6 Work performed after eight working hours on a Statutory or Proclaimed Holiday for all departments with the exception of the Set Construction Department and the Scenic Paint Department, shall be paid at three times the basic hourly rate. For the Set Construction Department and the Scenic Paint Department, work performed after ten working hours on a Statutory or Proclaimed Holiday shall be paid at three times the basic hourly rate.

16.7 When a Statutory or Proclaimed Holiday falls on an Employee's normal day off, generally free from work, the next regular workday shall be deemed to be the Holiday and subject to payment for work as stated in sections 16.5 and 16.6 above.

16.8 **Refusal to Work on a Holiday.** It shall not be a violation of this Agreement and it shall not be a cause for dismissal or disciplinary action in the event an Employee refuses, does not wish, or is unable to work, for any reason, on a Statutory or Proclaimed Holiday.

## Article 17. ADDITIONAL PAYMENTS AND DEDUCTIONS

In addition to any remuneration otherwise payable under the terms of this Agreement, the Company shall pay or deduct the following:

17.1 **Vacation Pay.** The Company will pay to all Employees vacation pay as a percentage of gross earnings designated by the appropriate provincial legislation. Such payments shall be paid weekly with regular remuneration.

### 17.2 Retirement Benefit.

(1) For Rate Tiers One, Two and Three, the Company shall pay to the Union, an amount equal to six and one-half percent (6½ %) of each I.A.T.S.E. union member Employee's total gross earnings as a Retirement Benefit. This amount is reduced to six percent (6%) on Rate Tiers Four and Five. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.

(2) For Rate Tiers One, Two and Three, the Company shall deduct from each I.A.T.S.E. union member Employee an amount equal to six and one-half percent (6½ %) of their total gross earnings as Retirement Benefit. This amount is reduced to six percent (6%) on Rate Tiers Four and Five. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.

(3) For Rate Tiers One, Two and Three, the Company shall pay to each non-I.A.T.S.E. member Employee an amount equal to six and one-half percent (6½ %) of their total gross earnings in lieu of an amount in respect of Retirement Benefit. This amount is reduced to six percent (6%) on Rate Tiers Four and Five. Such payment shall be paid directly to the Employee with their weekly remuneration. The Company will provide to the Union a complete breakdown of these monies paid to non-I.A.T.S.E. member Employees.

(4) When the I.A.T.S.E. Union member is over the age of 72, the Retirement Benefits described in sections 17.1 and 17.2 shall be paid directly to the Employee in their weekly remuneration. The Company will provide to the union a complete breakdown of these monies paid to the applicable I.A.T.S.E. member Employees.

17.3 **Medical Fund Benefit.** The Company shall pay the Union an amount equal to five and one-half percent (5½ %) of each Employee's total gross earnings as Medical Fund Benefit. The Company shall forward



this payment directly to the Union on a weekly basis with a complete remittance breakdown. Medical Fund Benefit is payable for all Employees working in the bargaining unit.

17.4 **Administration Fee.** The Company shall pay the Union an amount equal to 3% of each Employee's total gross earnings as an Administration Fee. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.

17.5 **Training and Welfare Fund.** The Company shall pay the Union an amount equal to 1% of each Employee's total gross earnings as a Training and Welfare Fee. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.

17.6 The Company shall make all Employer Contributions under the applicable Provincial Worker's Compensation Act, Canada Pension Plan, Employment Insurance Act and any similar plan or applicable legislation.

17.7 **Working Dues.** From the Employee's weekly pay, the Company shall deduct an amount equal to 2% of total gross earnings as a Working Dues assessment. This applies to all Employees covered under this Agreement. The Company shall secure employee authorization for this deduction on the I.A.T.S.E. Local 849 Deal Memo. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.

17.8 Medical Fund Benefit and Retirement Benefit for Employees who are members of other I.A.T.S.E. Locals will be forwarded to Local 849 on a weekly basis with a complete remittance breakdown.

17.9 All additional payments and deductions are applicable and become due and payable on the date of hire.

## **Article 18. PAYMENT OF WAGES**

18.1 **Minimum rates.** The Company shall pay Employees at rates not less than the minimum set out in Schedule "A" of this Agreement.

18.2 **Time of Payment.** Payment for work performed and any other payments or considerations shall be paid on the fifth workday of the following week, at or before the lunch period, for work performed the previous week ending on midnight (24:00) of the seventh day. The Company will attach a copy of the Employee's time sheet to the pay check, showing earnings in detail. Copies of Employee time sheets and pay stubs shall be provided to the Union upon request.

18.3 **Failure to Pay.** In the event of non-payment of wages or other monies due to Employees or to the Union, the Union and its members are under no obligation to continue to provide services to the Company and the Union is not under any obligation to avert any work stoppage.

18.4 **Late Payment.**

- (1) In the event of late payment of monies due to the Employees by the Company, a penalty of 1% per day of the gross wages due shall be paid to the Employee and such penalty shall be added to the next week's wages or, if none, by a separate check. Late payment penalties shall be also applicable in the event of late payment of insurance and retirement contributions and such penalties shall be paid to the Union.
- (2) Late payment penalties shall not apply in the following circumstances:
  - (a) Where the Producer has filed with the Union a bona fide dispute relating to the monies payable;
  - (b) Where normal methods of payment are interrupted because of an unforeseen circumstance beyond the Company's reasonable control; or

- (c) Where the Employee has not submitted their time sheet, deal memo, or other required paperwork in the appropriate time frame.

18.5 **Daily Member Employee Rate.** Daily Employees who are members of Local 849 shall receive an additional \$0.75 per hour.

18.6 **T2200 Form.** The Income Tax Act of Canada permits employees to deduct certain expenses from their taxable income where those expenses have been incurred as a result of their employment. In order to claim these expenses, an employee must obtain from the employer the T2200 form certifying that certain conditions have been met. The Company shall complete the T2200 Form when requested to do so by the Employee. Such requests must be received by the Company prior to production wrap.

18.7 The Company will cooperate by providing the Union with relevant payroll information upon request. The Company acknowledges that the Union is lawfully entitled to all relevant payroll information of the Employee represented by the Union whether those records are within the control of the Company or the control of its payroll service.

18.8 The Company shall not alter Employees' deal memos or time sheets without notification and explanation to the Employee and the Union. In the event of a discrepancy between the Employee timesheet and the Departmental Daily Time Report, the Departmental DTR will be given precedence.

18.9 **Provision of Budget.** Prior to the hiring of Employees for pre-production work, the Company shall submit a copy of the production budget to the Union.

18.10 Representatives of the Union or retained professionals shall have the right to review the budget and make inquiries to the Company concerning the budget. The Company agrees to cooperate and provide the additional information to the extent that it can reasonably do so.

18.11 **Adjustment of Budget Tier Prior to Audit.** In the event the Company exceeds, or anticipates that the Company may exceed, the declared Budget, the Employees shall be paid retroactively for all hours worked at the next applicable wage and fringe tier.

18.12 **Right to Audit.** For the purposes of verifying the propriety of payments made under this Agreement, the Union shall have full access to and shall be entitled to examine and audit all books, records, accounts, receipts, disbursements and any other relevant documents related to the production.

18.13 **Payment for Audit.** In the event the Union is required to audit, the Producer shall be liable for all reasonable audit fees upon an auditor's finding that the production costs exceeded the declared Tier.

18.14 **Adjustment of Budget Tier After Audit.** In event that the audit reveals that the Company exceeded the declared Budget, the Employees shall be paid retroactively for all hours worked at the next applicable wage and fringe tier plus an additional 5% of their gross earnings. In the event of unanticipated circumstances which are the cause of a budget overage, such as standard force majeure situations, the above penalties for such budget overages shall not apply.

18.15 **Audit Confidentiality.** All information received or reviewed by the Union or professionals retained by the Union under this provision shall be kept confidential and neither the Union nor its representatives shall disclose any such information, except to enforce the provisions of the Collective Agreement.

## Article 19. PRODUCTION ZONES AND TRAVEL

19.1 **Home Zones.** The IATSE Local 849's provincial Home Zones shall be as follows:

(1) Halifax, Nova Scotia. The boundaries of the Halifax Home Zone, as charted in schedule "B", are defined as follows:

- (a) Exit 6, Hubbards, on Highway 103 to the southwest at the intersection of Mill Lake 1 Rd. at Route 3
- (b) Fox Point Front Rd, on Highway 329 to the south
- (c) Exit 3, Mount Uniacke, on Highway 101 to the west
- (d) Exit 7, Enfield, on Highway 102 to the north
- (e) Exit 20, Porter's Lake, on Highway 107 to the northeast
- (f) Seaforth and east of Route 207 and Shore Rd to the southeast

(2) Moncton, New Brunswick. The boundaries of the Moncton Home Zone, as charted in schedule "B", shall be defined as follows:

- (a) Exit 506, Sackville, on Highway 2 to the southeast
- (b) The intersection of Highways 915 and 114 in Riverside-Albert, to the south
- (c) The intersection of Highways 885 and 112, New Canaan, to the west
- (d) Exit 32, Bouctouche, on Highway 11 to the north
- (e) The intersection of Highway 950 and Rue Robichaud, Cap-Pelé, to the east

(3) Charlottetown, Prince Edward Island. The boundaries of the Charlottetown Home Zone shall be a circular zone around the city of Charlottetown which has a radius of 50 kilometers measured from Province House.

19.2 **Nearby Zone.** The Nearby Zone in Nova Scotia as charted in Schedule "B", is approximately defined as follows:

- (a) Marriotts Cove to Robinson's Corner, at the intersection of Rte 3 and Rte 14 on the south
- (b) Along Rte 14 to Windsor Forks at the intersection of Sangster Bridge Rd
- (c) Northwest on Sangster Bridge Rd. to the intersection at Castle Frederick Rd.
- (d) Northeast on Falmouth Dyke Rd. to the intersection at Falmouth Back Rd.
- (e) East on Falmouth Back Rd. to Rte 1 and the Falmouth Connector Rd./Exit 7 at Highway 101
- (f) The Minas Channel to the Kennectcook River to the intersection of Rte 215 at Rte 14 on the north
- (g) West along Rte 14 to Exit 9, Milford Station, on Highway 102 on the northeast
- (h) Musquodoboit Harbour along E. Petpeswick Rd to Cliffs Island to the east

19.3 **Production Zone.** The Local shall have the ability to establish Production Zones in each of the Three Maritime Provinces within its jurisdiction. The production zone is defined as the area within a circle which has a radius of 30 kilometers measured from the Employer's production office.

19.4 Any Employee who is required to work outside the provincial Home Zones shall be provided with per diem and accommodation as defined in sections 19.5 and 19.6 unless 19.7 applies.

19.5 **Per diems.** When Employees are working outside the provincial Home Zones, the Company shall pay each Employee per diem. The per diem shall be for each 24-hour period and shall be paid prior to each week worked outside of the Zone, in accordance with section 19.6.

19.6 If meals are provided at the expense of the Company, the per diem allowance may be reduced in the following manner: \$15.00 for breakfast, \$20.00 for lunch and \$30.00 for supper.

19.7 **Location in the Nearby Zone.** If a location is outside of the provincial Home Zone, but within the Nearby Zone as defined in Section 19.2, the Company is relieved of the obligation to provide supper per diem and accommodations under articles 19.4 and 19.5

19.8 When an Employee's workday on location outside the provincial Home or Nearby Zone exceeds a total of 15 hours in a single day inclusive of all travel and meal breaks, the Company shall provide and pay the full cost of accommodations in accordance with section 19.13 and an additional hour of turnaround shall be required.

19.9 **Travel Time.** When a work location is outside the Home/Production Zone, travel time to and from the location shall be calculated from the edge of the Zone. Travel time to the location shall be paid at the Employee's basic hourly rate. Travel time from the location to the edge of the Zone shall be paid at the rate in use and effect during the last hour of work at the location. Travel time shall not be considered time worked for the purposes of calculating meal penalty and turnaround.

19.10 When a work location is located outside the Home/Production Zone, and accommodations are provided by the Company, travel time from the location to the place of accommodation shall be paid at the rate in use and effect during the last hour of work at the location.

19.11 When the workday in the Home/Production zone exceeds 16 work hours exclusive of meals or meal breaks, an additional hour of turnaround shall be required. When the workday exceeds 16 hours inclusive of meals or meal breaks and travel in the Nearby Zone, an additional hour of turnaround shall be required.

19.12 Travel time from the edge of the Home/Production Zone to the work location outside the Home/Production Zone or travel time from the place of accommodation to the work location outside the Home/Production Zone shall be predetermined by the Production Manager or designated Company representative in consultation with the Union and Transportation Coordinator except as stipulated by section 19.17. This time period will be determined using a speed limit that allows for safe travel based on the location, highway conditions and any applicable rules and regulations of the Department of Transportation in the applicable Province

19.13 **Company Shuttle.** The Company shall provide transportation to and from the location from a marshaling point or points within the Production Zone or the Home Zone, agreed to by the parties prior to the scheduled days of shooting outside the applicable zone. Transportation to all production locations shall be provided by the Company to those Employees who are housed by the Company and have requested such transportation.

19.14 **Mileage.** When Employees provide their own non-production vehicle to and from locations outside the Home/Production Zone, the Company shall pay each Employee using their own vehicle \$0.50 for each kilometer driven from/to the edge of the zone. Mileage shall be predetermined by the Production Manager or designated Company representative in consultation with the Union and Transportation Coordinator

19.15 **Accommodations.** When the Company is obliged to provide accommodations for Employees, the accommodations shall be continuous, clean, comfortable single-occupancy accommodations equal to current Canada Select Three Star or higher. The most current Canada Select list shall be consulted. When accommodations of this standard do not exist in the work location, accommodations of the highest standard available shall be provided. No Employee shall be required to stay in substandard accommodations. When possible, 24 hours notice must be given of requirement to vacate accommodation or turnaround penalties may be invoked.

19.16 On locations outside of the provincial Home Zones, each Employee shall be notified prior to departure as to what accommodations are available on location. All Employees will be informed at least 24 hours prior to departure as to what kind, class or mode of transportation will be furnished. The return fare is to be paid before departure.

19.17 **Layover.** For all unworked days when an Employee must layover on location, the Employee shall receive payment for minimum call for each unworked day, in addition to all per diem allowances, exclusive of travel time and/or work performed.

19.18 **Travel Days.** For any day of the week the Employee is required to travel, exclusive of other work performed, to a location outside of the provincial Home Zone, the Employee shall receive a four (4) hour minimum call as a travel allowance; if such travel time is over four (4) hours, then the Employee shall receive the actual travel time to the location and full per diem as per section 19.6. This is inclusive of the sixth or seventh day of the week but if this travel occurs on a Statutory or Proclaimed Holiday, the payments under this Section will be paid as per Article 16. Travel time on a travel-only day is not work time notwithstanding Section 19.27. Employees shall receive per diem as described in Section 19.6 for meals as follows: on a 4 hour travel-to call per diem will be paid for lunch and supper; for a 4 hour travel-from call per diem will be paid for breakfast and lunch.

19.19 When transportation is provided by the Company, the transport will be of a standard approved by the Transport Coordinator and the Shop Steward. When travelling by air, economy class shall be considered adequate.

19.20 **Maximum Passenger Load.** When transporting Employees by car to a location within a two-hour driving distance from the Company Base of Operations, the maximum number of passengers per standard sedan shall be five, including the driver. The maximum number of passengers per standard seven passenger vehicle shall be six, including the driver. If the driving distance exceeds two hours from base to location, the maximum shall be reduced by one to four and five respectively, including the driver. It is the Company's responsibility to ascertain that all vehicles and occupants are fully insured.

19.21 When an Employee is required to move from one place of work to another, the Company shall supply proper legal transport there and back. Such time spent travelling shall be considered as time worked. Employees shall not ride in the back of trucks or in the freight area of any vehicle.

19.22 **Snow Tires.** Production vehicles used for the transport of cast and crew will be equipped with snow tires when production takes place between the months of November and March.

19.23 An Employee refusing in good faith to travel by plane or helicopter will not jeopardize his future working opportunities on assignments which do not require travel by plane or helicopter.

19.24 When Employees are required to travel overnight by train or ship, the Company must provide at least lower berth accommodations.

19.25 **Currency.** When Employees are required to work in Europe, all per diems that are payable under this Article shall be paid in Euros in the numerical amounts provided by this Article. On all other occasions where Employees are required to work outside of Canada, all per diems that are payable under this Article shall be paid in U.S. dollars in the numerical amounts provided under this Article.

19.26 **Parking.** When an Employee is required to work at a location inside the Local's Home Zone or Production Zone, the Company shall provide secure parking facilities for private vehicles within a reasonable walking distance from such location. Otherwise, a shuttle system will be implemented to transport all Employees to and from the parking facility and the shooting location. If such parking area is not provided, the Company shall reimburse each

Employee for parking fees and the call sheet will provide directions to available parking lots in the area. Parking reimbursements will either be paid from "petty cash" or claimed on Employees' timesheets as a non-taxable expense, with parking receipts attached if applicable.

19.27 All time spent driving a production vehicle is deemed work time and will be paid as such. Mileage reimbursement will not be payable when driving a production vehicle.

## **Article 20. SCRIPT SUPERVISORS**

20.1 **Preparation Duties.** The Company shall remunerate the Script Supervisor for authorized preparation duties as follows:

- (1) Feature Film: eight (8) days at ten (10) hours per day paid at the prevailing contracted hourly rate
- (2) MOW/ SVOD
  - (a) 60-90 minutes of airtime: four (4) days at ten (10) hours per day paid at the prevailing contracted hourly rate
  - (b) 90+ minutes of airtime: six (6) days at ten (10) hours per day paid at the prevailing contracted hourly rate
- (3) Series/Pilots
  - (a) twelve (12) hours per one-hour episode paid at the prevailing contracted hourly rate or
  - (b) eight (8) hours per half-hour episode paid at the prevailing contracted hourly rate.

20.2 Script timing is not considered part of these preparation hours and shall be negotiated with the Script Supervisor.

20.3 **Duties during Shooting.** Daily continuity notes shall be prepared at the prevailing contracted hourly rate. The minimum time allotted for preparation of daily continuity notes shall be one hour. Overtime as per article 13 and turnaround penalties, as per article 15, shall apply, but meal penalties shall not apply to the time assigned to the preparation of continuity notes.

20.4 **Multiple Cameras.** When two or three cameras are utilized simultaneously for 50% or more of the shooting time in a day, the Script Supervisor shall be paid an additional \$40.00 per day. The use of more than three cameras operating simultaneously shall be paid at a rate negotiated with the Script Supervisor.

20.5 **Additional Units.** No employee from any other department shall be permitted to perform the duties of the Script Supervisor on any additional unit.

20.6 A Script Assistant may fill the role of Script Supervisor on additional units provided that no IATSE Local 849 Script Supervisor members are available. The Union reserves the right to determine the training required for the Script Assistant position.

20.7 Script Supervisors shall not be required to supply equipment such as digital cameras, computers, printers or continuity forms without remuneration.

## **Article 21. INSURANCE**

21.1 **Workers Compensation.** The Company shall ensure all Employees are covered under provincial government workplace injury insurance and proof thereof shall be provided to the Union before any Employees commence work.

21.2 **Travel Accident Insurance.** When Employees are required to travel by commercial air carrier, each Employee shall be insured by the Company under a Travel Accident or Guild Travel Accident policy for the duration of the travel, including the return trip, for the sum of two hundred and fifty thousand (\$250,000). Employees required to travel on a non-commercial air carrier, such as a small aircraft or helicopter, will each be insured for not less than \$1,000,000. Employees shall be required to fill out a form specifying a beneficiary which shall be provided to the Employees prior to their departure. This form shall be filed with the designated representative of the Company and a copy forwarded to the Union office.

21.3 When Employees are required to work outside of Canada, the Company agrees to provide out-of-Canada medical insurance which covers such items as all hospital expenses, all medical expenses, all lodging during convalescence away from home, all prescriptions and medicine, all travel for medical purposes and all costs of repatriation, whether alive or deceased. Upon the request of the Employee or the Union, the Company will provide proof of coverage.

21.4 The Company shall provide the Out of Canada medical insurance for all instances requiring such coverage, including those occurring during working hours and during idle or layover hours.

21.5 At the request of the Union, the Company shall supply proof of a general liability insurance policy indemnifying all Employees.

## **Article 22. CANCELLATION OF DAILY CALLS**

22.1 The Company may cancel calls for Employees working as Daily Employees up to ten hours prior to the starting time of the call. In the event that such notice is not given, the Company shall pay the Employee one day's pay at the basic hourly rate.

## **Article 23. HEALTH AND SAFETY**

23.1 Workplace health and safety is the responsibility of the Company as per provincial Occupational Health and Safety legislation. It shall be the responsibility of the Company:

- (1) to provide employment and places of employment which are safe and healthful for the Employees;
- (2) 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;
- (3) to do every other thing reasonably necessary to protect the life, safety and health of Employees; and
- (4) 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.

23.2 The Company and Employees shall comply with all governing provincial Occupational Health and Safety legislation in the province in which the production is taking place and with the Code of Practice of this Local.

23.3 No representative of the Company nor any Employee shall:

- (1) remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning furnished for the use of Employees in any employment or places of employment;
- (2) interfere with the use of any method or process adopted for the protection of any Employee in such employment or places of employment.

23.4 Rigid observance of safety regulations must be adhered to and 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 clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Company and the Union therefore undertake to promote, in every way possible, the realization of the responsibility of the individual Employees with regard to preventing accidents to the Employees themselves or their fellow Employees.

23.5 **Workplace Injury.** Any Employee unable to complete their shift because of an injury sustained on the job shall be paid the minimum call in accordance with section 12.3. The Employer shall send to the Union a copy of any accident and incident reports, along with any allowable WCB documentation involving the accident or incident within 5 days.

23.6 If requested by the Union, the Company shall provide information about the type of hazardous materials that are to be used in the workplace prior to it being used for filming.

23.7 **Dangerous Work.** Where dangerous work is involved, the Company shall take all reasonable and precautionary measures and, where practical, adequate notice that such measures have been taken shall be given to the Employees concerned. An Employee's refusal to undertake any dangerous or hazardous work shall in no way be held against the Employee or prejudice his employment with the Company.

23.8 **Reporting Unsafe Conditions.** The reporting of unsafe working conditions shall be made through the concerned Employee's Head of Department, other Department Head, the Shop Steward or another Union Representative. Bullying and harassment are considered unsafe working conditions.

23.9 **Special Effects.** The Company shall respect the Special Effects Coordinator's responsibility to ascertain after-blast safety and provide return-to-the-blast-site instructions.

23.10 **Workers' Compensation Board.** The Company shall notify the Worker's Compensation Board of the impending production, comply with their regulations and inform the Union of same prior to the first day of pre-production as per provincial legislation.

23.11 **First Aid.** As per Provincial regulations, an individual holding an appropriate First Aid Certificate must be employed and on set during all pre-production, shooting and wrap periods.

23.12 **Safety Representative.** The Company will provide a Health and Safety representative to oversee set safety in accordance with the applicable Occupational Health and Safety Act.

23.13 **Washrooms.** Washrooms and toilet facilities shall be provided by the Company at all sites and locations and shall be maintained at a standard and number at least equal to the standards required by the provincial Occupational Health and Safety regulations. Such washrooms shall contain sinks, etc. to permit proper hand-washing. In winter, heated trailer washrooms will be provided unless it is unreasonable to do so.



23.14 All Employees shall be informed prior to departure as to what can be expected in respect to weather conditions at or near the shooting site so that they may reasonably provide themselves with suitable clothing and/or equipment.

23.15 The Company shall ensure that a Workplace Violence and Harassment Policy is in place and that all Employees are advised of this policy in accordance with /as described in the Canadian Creative Industries Code of Conduct. This policy is to include definitions of Workplace Violence and Harassment, as well as the lines of communication in the event that an Employee witnesses or is subject to workplace violence and harassment. The Workplace Violence and Harassment Policy and the Canadian Creative Industries Code of Conduct must be included in Employees' start package/Deal Memo.

23.16 A Union-approved Animal Wrangler must be on set when any scene requires the presence of an animal or animals.

23.17 **Working in and Around Water.** When Employees/Divers are required to work in an aquatic environment, the Company shall provide proper shelter for changing, warming, showering (where possible) and equipment storage. The provided shelter must be in close proximity to the shooting location, offer adequate privacy and be reasonably warm and well lit.

23.18 Post-immersion washing facilities with hot and cold running water, should be available at all water use sites and used by all persons upon exiting the water. Washing facilities should provide adequate privacy, climate control and lighting.

23.19 Prior to personnel entering a body of water, a determination should be made that the water quality meets the applicable regulatory standards for immersion. Water sampling results and acceptable water quality criteria shall be made available upon request. When it is determined that a body of water is contaminated or hazardous, the contamination or hazard should be neutralized, or decontamination protocols should be observed.

## **Article 24. LAY OFF, DISCIPLINE AND DISMISSAL**

24.1 **Layoff.** "Lay-Off" means a temporary or permanent severance of employment (other than Discharge) due to a shortage of work, including Hiatus or scheduled termination. It is understood that a lay-off automatically occurs at the end of a defined call as follows:

- (1) An end date is specified on an Employee's Deal Memorandum;
- (2) At the end of the shift of a Daily Call;
- (3) At the end of a period of employment of which the length has been defined in advance; (i.e. hired as a weekly for one week or hired as a weekly for a 3-week period)
- (4) At the wrap of production, unless an Employee is specifically requested to remain employed beyond such date

In the event of the layoff of an Employee hired on a weekly basis, the Company shall provide the Employee one-week written notice in the absence of a defined end date . One week shall be considered to be five (5) working days. In turn, all weekly Employees should, where possible, give the Employer one (1) week's notice before resigning. If such Employee fails to do so, they may be subject to further discipline.

24.2 When any layoffs occur, the personnel to be affected by such layoffs shall be decided upon by the Head of the Department.

24.3 Any Employee not personally notified of their layoff, notwithstanding section 24.1, at the end of their shift shall be considered as having been called for a minimum call the next day. No Employee may be laid off after that person has finished his shift and left the studio, the location site or any other location considered to be the workplace of the Employer. There shall be no unpaid stand-by calls.

24.4 **Discipline/Dismissal with Cause.** The Company shall have the right to discipline or dismiss any Employee supplied by the Union for which the Company can show just cause. In every case of dismissal for just cause, the Company will immediately provide, in writing, the detail of the reasons and the circumstances of the dismissal to the Union and the Employee.

24.5 No Employee shall be discharged (as distinguished from layoffs) by the Company without just and reasonable cause. 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.

24.6 **Progressive Discipline.** The principles of progressive discipline will be applied in appropriate circumstances. The method of progressive discipline shall be as follows:

- (1) **First Warning (Verbal)** – The Employee shall be notified by their Head of Department of any unacceptable behavior or poor job performance and given direction as to how to rectify the problem.
  - (a) In the case where the Head of Department is the person to whom the verbal warning is directed, the Production Manager will give the warning.
  - (b) The Employee will be allowed two working days to improve their unacceptable behaviour or poor job performance.
  - (c) The Employee receiving the warning has the right to have a Union representative present.
  - (d) The Union will be notified as to which Employee the warning was given and the reason for the warning.
  - (e) The Union will verify with the Employee that the verbal warning has been given and will ensure the Employee understands the implications of the warning.
- (2) **Written Reprimand** – Should the Employee refuse to adhere to the direction given by the Head of Department or Production Manager, the Employee will be given written reprimand and written notice that an additional three workday period will be provided to rectify the situation or termination will be forthcoming.
  - (a) The Production Manager or Line Producer will issue the written reprimand.
  - (b) A copy of the written reprimand will be forwarded immediately to the Union for verification and discussion with the Employee.
- (3) **Termination** – If the Employee has failed to show willingness to cooperate with the principles of progressive discipline as stated above and the inappropriate behavior or poor job performance has continued, the Employee may be terminated at the end of their shift.

(a) The five working days of the progressive discipline period shall be considered to have served the purpose of the required one week notice.

(b) The Company shall not be obligated to provide a further one week notice or the one week salary in lieu thereof. The Union shall be notified immediately of the termination.

(c) The Company will issue a written termination notice, including cause for dismissal.

(d) A copy of the written termination notice will be forwarded to the Union immediately.

24.7 The use of alcohol, recreational cannabis or illegal substances, violence and blatantly unsafe working habits causing potential harm to the Employee or others while at the workplace shall be cause for discipline up to and including immediate discharge.

24.8 **Report of Discharge.** The Union shall be notified of any immediate discharge and a full report of the incident shall be forwarded within twenty-four hours to the Union office. An extension of this time period may be granted with the written approval of the Union and the Company. The Employee in question will continue to receive their contracted wages until such time as the full report is provided.

24.9 The Union will have the ability to investigate all information leading to the immediate dismissal of an Employee. If it is determined that the dismissal was unwarranted, the Employer agrees to re-instate the Employee and pay any wages payable for lost time due to the unwarranted dismissal and investigation period.

## **Article 25. SETTLEMENT OF DISPUTES**

25.1 **Grievances.** Any complaint, disagreement or difference of opinion between the Company and the Union and/or the Employees covered under this Agreement concerning the meaning, interpretation or application of this Agreement, or any provision thereof, or arising from any claim of breach or non-performance thereof shall be considered a grievance.

25.2 The Grievance Procedure will be as follows:

(1) When a dispute in the workplace between the Company and an Employee gives rise to a grievance, then the Employee, accompanied by the Shop Steward or Union representative, shall immediately take the grievance up with the Production Manager or alternate appointed by the Company.

(2) Should a resolution not be reached, then the Employee may file a Notice of Grievance with the Union office within seven calendar days of the occurrence upon which the grievance was based or, within seven calendar days after the facts underlying the grievance became known by the Employee. Upon receipt, a representative of the Union shall investigate the claims then discuss the matter with a representative of the Company. A representative of the Union may also invoke the Grievance Procedure on behalf of any Employee or Employees. Should the dispute be regarding payroll issues, the above seven day timeline may not be applicable. At this stage, the Union and the Company will thoroughly discuss the matter and endeavor to reach an amicable settlement.

(3) When it is evident that a settlement is not forthcoming, then a grievance must be presented in writing. This Grievance Letter must be submitted to the other party within 14 calendar days of the occurrence of the event upon which the grievance is based, or, within 14 calendar days after the facts underlying the grievance became known or should reasonably have become known by the Employee, the Company or the Union. Claims not submitted within this time period shall be deemed waived.

(4) Should a resolution not be reached within seven calendar days after receipt of the Grievance Letter, then the grievance will be submitted to a single Arbitrator, whose decision will be final and binding. Prior to Arbitration, it may be agreed upon by both parties to seek non-binding Mediation, which may (if an agreement is reached) eliminate the need for further proceedings.

(5) The Arbitrator will be a person agreed upon by the Company and the Union. Failing such agreement, either party may request the Minister of Labour in the province in which the grievance arises to appoint an Arbitrator in accordance with provincial legislation. All costs of Mediation and/or Arbitration will be borne equally by both parties.

(6) The Arbitrator and/or Arbitration Board will not be vested with the power to change, add to or otherwise amend any of the conditions of this Agreement.

25.3 If the grievance has been made by the Union, the Company's representative shall not discuss or negotiate with the aggrieved Employee without the consent of the Union.

## **Article 26. DIGITAL MEDIA**

26.1 Digital media refers to screen based media productions made for the internet, mobile devices, or any other new media platform. Such productions are considered bargaining unit work, in accordance with section 4.1.

26.2 **Derivative Digital Media Productions.** A Derivative Digital Media production is a production for Digital Media that is based on an existing production originally produced for "traditional" media – e.g., a free television, basic cable or pay television motion picture ('the source production'). Employees may be employed by a Company and assigned to a Derivative Digital 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 or work week 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.

## **Article 27. PROTECTION OF RIGHTS**

27.1 The Employer will defend, indemnify and save harmless any Employee (including persons engaged as a dependent contractor and/or loan-out corporation) from all civil liability that may arise in the course of his/her/its performance of assigned duties with the Employer, including any liability arising from any bodily injury and/or property damage suffered by any person(s) or third party(ies). Further, the Employer shall indemnify the Employee (including persons engaged as a dependent contractor and/or loan-out corporation) for all reasonable legal costs incurred to defend against any federal criminal and/or provincial quasi-criminal charges which the Employee (including persons engaged as a dependent contractor and/or loan-out corporation) may be charged with in the course of his/her/its performance of assigned duties and also indemnify the Employee (including persons engaged as a dependent contractor and/or loan-out corporation) for any federal criminal and/or provincial quasi-criminal fines imposed.

27.2 The Employer and the Union acknowledge and agree the contractual obligations set out herein are to be construed as personal to the Employee (including persons engaged as a dependent contractor and/or loan-out corporation) and may be enforced by any Employee (including persons engaged as a dependent contractor and/or loan-out corporation) in any appropriate court or tribunal. The Employer and the Union further acknowledge and agree that the obligations set out herein do not expire with the expiration of this Collective Agreement and will continue in perpetuity when a claim and/or charge is made against the Employee (including persons engaged as a dependent contractor and/or loan-out corporation), even after the expiry of the Collective Agreement.

27.3 **No Discrimination.** The Company shall not allow discrimination against or engage in any harassment of any applicant for employment or Employee for reasons based on race, colour, ancestry, place of origin, political or religious affiliation, marital status, family status, physical or mental disability, sex, gender identity, gender expression, sexual orientation, age, conviction for which a pardon has been granted, union membership or participation in the lawful activities of the union, or any of the basis prohibited by applicable federal or provincial law. The Employer will make its Harassment and Discrimination policy available to all Employees.

## **Article 28. COMMUNICATIONS**

28.1 Any communications directed to either party are to be forwarded to the addresses shown at the end of this Agreement and both parties will keep each other informed of any changes in address. Unless the Union is advised in writing of a change of address, any communication of any legal proceedings on the address indicated at the end of this Agreement shall be good and valid service.

## **Article 29. INTENT OF AGREEMENT**

29.1 It is the purpose of this Agreement to set forth conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances in order that there will be no impeding of work, work stoppages or strikes or any other interference with the production and/or Company facilities during the life of this Agreement.

29.2 It is the further intent of this Agreement to foster a friendly spirit of cooperation between the Company and its Employees and to this end, both parties sign the Agreement in good faith.

29.3 This Agreement will be binding upon and ensure to the benefit of the parties and respective heirs, executors, administrators, receivers, successors and assigns.

## **Article 30. GREEN PRACTICES**

30.1 The bargaining parties mutually embrace the philosophy of financially efficient green practices that benefit the environment. To that end, the bargaining parties affirm their commitment to review existing and/or develop new green practices that can be disseminated to production as a resource in this vital endeavour.

## Signature Page

### SIGNED BY THE UNION

#### LOCAL 849 of the I.A.T.S.E.

617 Windmill Rd., 2<sup>nd</sup> Floor  
Dartmouth, Nova Scotia B3B 1B6  
(902) 425-2739 phone  
(902) 425-7696 fax

\_\_\_\_\_  
*Signature of Business Agent of the Union*

\_\_\_\_\_  
SHELLEY BIBBY  
*Business Agent*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Witness for the Union*

\_\_\_\_\_  
*Signature of Executive Officer of the Union*

\_\_\_\_\_  
*Printed Name of Witness*

\_\_\_\_\_  
*Printed Name of Executive Officer*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

### SIGNED BY THE COMPANY

\_\_\_\_\_  
*Signature of Producer or Company Officer*

\_\_\_\_\_  
*Printed Name of Producer or Company Officer*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Witness for the Company*

\_\_\_\_\_  
*Signature of Producer or Company Officer*

\_\_\_\_\_  
*Printed Name of Witness*

\_\_\_\_\_  
*Printed Name of Producer or Company Officer*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

## SCHEDULE A – MINIMUM RATES

The tier structure below shall apply to any eligible production that meets the budget criteria based on production costs. “Production costs” means all production costs inside and outside of Canada, “above” and “below the line”, “pre-production”, “production” and “post-production”. The costs of the premium for a completion bond and the contingency fund (not to exceed 10% of the budget) shall be excluded from the production costs. Amounts below are stated in Canadian denominations. Exchange rate conversion will apply for proper calculation. Rates are in effect from January 1, 2021- December 31, 2021.

2021

**SCHEDULE A - Local 849 Minimum Rates (Effective January 1, 2021 to December 31, 2021)**

	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
	FEATURE M.O.W. MINI-SERIES \$12 Million+ CAD	FEATURE M.O.W. MINI-SERIES \$5.5 - \$12 Million  SERIES \$900,000+ CAD per 1/2 hour episode OR \$2 million+ CAD per 1 hour episode (See Tier 3 for First Season Incentive)	FEATURE/ M.O.W. MINI-SERIES \$3 - \$5.5 Million  SERIES \$450,000 - \$900,000 CAD per 1/2 hour episode OR \$900,000 - \$2 million CAD per 1 hour episode (See Tier 4 for First Season Incentive)	LOW BUDGET FEATURE \$1.25 to \$3 Million  M.O.W. \$1.25 Million +  SERIES up to \$450,000 per 1/2 hour OR up to \$900,000 per 1 hour (See Tier 5 for First Season Incentive)	ALL PROJECTS under \$1.25 Million CAD
<b>*All amounts in Canadian Dollars</b>					
<b>JOB CLASSIFICATIONS</b>					
		5% less than Tier 1	10% less than Tier 1	15% less than Tier 1	20% less than Tier 1
<b>ANIMAL WRANGLER</b>					
Key Animal Wrangler	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Wrangler Captain	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Wrangler	\$31.32	\$29.75	\$28.19	\$26.62	\$25.06
<b>COSTUME</b>					
Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Costume Designer 1st	\$36.58	\$34.75	\$32.92	\$31.09	\$29.26
Costume Coordinator (Office) 1st	\$36.58	\$34.75	\$32.92	\$31.09	\$29.26
Costume Workshop Supervisor 1st	\$36.58	\$34.75	\$32.92	\$31.09	\$29.26
Costume Set Supervisor 1st	\$36.58	\$34.75	\$32.92	\$31.09	\$29.26
Cutter, Tailor 1st	\$36.58	\$34.75	\$32.92	\$31.09	\$29.26
BG Costume Coordinator 1st	\$36.58	\$34.75	\$32.92	\$31.09	\$29.26
BG Costume Set Supervisor 2nd	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Truck Supervisor/Assist Set Super 2nd	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Stitcher, Special Skills Builder 2nd	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Costume Buyer 2nd	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Performers Costumer 2nd	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Ager/Dyer/Breakdown Artist 2nd	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Costume Assist, Buyer, Dresser 3rd	\$30.26	\$28.75	\$27.23	\$25.72	\$24.21
<b>CRAFT SERVICE</b>					
Key Craft Service	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
1st Assistant	\$28.38	\$26.96	\$25.54	\$24.12	\$22.70
2nd Assistant	\$24.83	\$23.59	\$22.35	\$21.11	\$19.86
<b>DIVING</b>					
Diving Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Diving Supervisor - 1st	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Diver - 2nd	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Diver Tender - 3rd	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
<b>GREENS</b>					
Head Greens	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Lead Greens - 2nd	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Greens Dresser - 3rd	\$30.26	\$28.75	\$27.23	\$25.72	\$24.21
Greens Labourer	\$24.62	\$23.39	\$22.16	\$20.93	\$19.70
<b>GRIP</b>					
Key Grip	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Best Grip	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Dolly Grip/Truck Grip	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
3rd Grip	\$30.26	\$28.75	\$27.23	\$25.72	\$24.21
Crane Grip	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Rigging Grip	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
2nd Rigging Grip	\$34.92	\$33.17	\$31.43	\$29.68	\$27.94
Rigging Grip	\$31.80	\$30.21	\$28.62	\$27.03	\$25.44
Remote Head Technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Negotiated rate for Department Heads to be no less than \$2.00/hour above published rate of 2nd position in Department. Daily 849 Member Calls extra \$0.75/hour					



**SCHEDULE A - Local 849 Minimum Rates (Effective January 1, 2021 to December 31, 2021)**

	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
	FEATURE M.O.W. MINI-SERIES \$12 Million+ CAD	FEATURE M.O.W. MINI-SERIES \$5.5 - \$12 Million	FEATURE/ M.O.W. MINI-SERIES \$3 - \$5.5 Million	LOW BUDGET FEATURE \$1.25 to \$3 Million	ALL PROJECTS under \$1.25 Million CAD
		SERIES \$900,000+ CAD per 1/2 hour episode OR \$2 million+ CAD per 1 hour episode (See Tier 3 for First Season Incentive)	SERIES \$450,000 - \$900,000 CAD per 1/2 hour episode OR \$900,000 - \$2 million CAD per 1 hour episode (See Tier 4 for First Season Incentive)	M.O.W. \$1.25 Million +	
<b>*All amounts in Canadian Dollars</b>					
<b>JOB CLASSIFICATIONS</b>		5% less than Tier 1	10% less than Tier 1	15% less than Tier 1	20% less than Tier 1
<b>HAIR</b>					
Hair Department Head	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key/1st Assistant Hair Stylist	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
2nd Assistant Hair Stylist	\$30.26	\$28.75	\$27.23	\$25.72	\$24.21
Wig Maker	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
<b>LIGHTING</b>					
Gaffer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Best Lighting	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Rigging Gaffer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Best Rigging Electric	\$34.92	\$33.17	\$31.43	\$29.68	\$27.94
Rigging Electric	\$31.80	\$30.21	\$28.62	\$27.03	\$25.44
Generator Operator	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Lighting Console Operator	\$34.92	\$33.17	\$31.43	\$29.68	\$27.94
3rd Lighting Technician	\$30.26	\$28.75	\$27.23	\$25.72	\$24.21
<b>MAKE UP</b>					
Make up Department Head	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key/1st Assistant Make up Artist	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
2nd Assistant Make up Artist	\$30.26	\$28.75	\$27.23	\$25.72	\$24.21
Special Effects Make up Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
<b>MARINE</b>					
Marine Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Marine Coordinator	\$37.83	\$35.94	\$34.05	\$32.16	\$30.26
Boat Wrangler	\$33.30	\$31.64	\$29.97	\$28.31	\$26.64
<b>PROPS</b>					
Property Master	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Property Master - 2nd	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Gun Wrangler	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Property Buyer - 2nd	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Props Person - 3rd	\$30.26	\$28.75	\$27.23	\$25.72	\$24.21
Props Builder - 3rd	\$30.26	\$28.75	\$27.23	\$25.72	\$24.21
Props Labourer - 4th	\$27.83	\$26.44	\$25.05	\$23.66	\$22.26
<b>RIGGING (AERIAL)</b>					
Key Aerial Rigger	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
2nd Aerial Rigger	\$52.96	\$50.31	\$47.66	\$45.02	\$42.37
3rd Aerial Rigger	\$45.39	\$43.12	\$40.85	\$38.58	\$36.31
<b>SCENIC PAINT</b>					
Key Scenic Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Scenic Paint - 2nd	\$41.61	\$39.53	\$37.45	\$35.37	\$33.29
Lead Scenic Painter - 3rd	\$37.05	\$35.20	\$33.35	\$31.49	\$29.64
Scenic/On-Set Painter - 4th	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Labourer	\$24.36	\$23.14	\$21.92	\$20.71	\$19.49
Negotiated rate for Department Heads to be no less than \$2.00/hour above published rate of 2nd position in Department. Daily 849 Member Calls extra \$0.75/hour					

**SCHEDULE A - Local 849 Minimum Rates (Effective January 1, 2021 to December 31, 2021)**

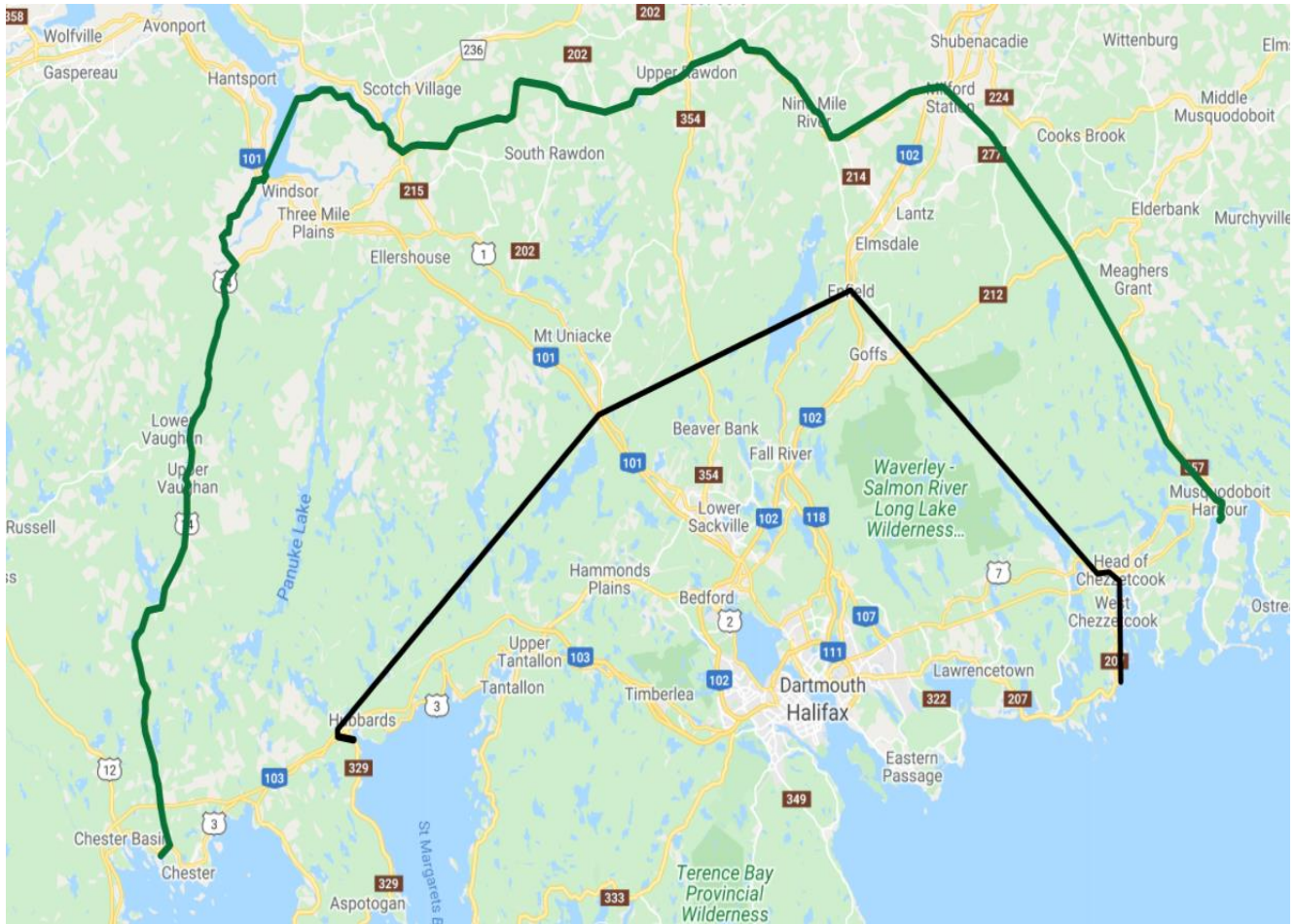
	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
	FEATURE M.O.W. MINI-SERIES \$12 Million+ CAD	FEATURE M.O.W. MINI-SERIES \$5.5 - \$12 Million	FEATURE/ M.O.W. MINI-SERIES \$3 - \$5.5 Million	LOW BUDGET FEATURE \$1.25 to \$3 Million	ALL PROJECTS under \$1.25 Million CAD
		SERIES \$900,000+ CAD per 1/2 hour episode OR \$2 million+ CAD per 1 hour episode (See Tier 3 for First Season Incentive)	SERIES \$450,000 - \$900,000 CAD per 1/2 hour episode OR \$900,000 - \$2 million CAD per 1 hour episode (See Tier 4 for First Season Incentive)	M.O.W. \$1.25 Million +  SERIES up to \$450,000 per 1/2 hour OR up to \$900,000 per 1 hour (See Tier 5 for First Season Incentive)	
<b>*All amounts in Canadian Dollars</b>					
<b>JOB CLASSIFICATIONS</b>		5% less than Tier 1	10% less than Tier 1	15% less than Tier 1	20% less than Tier 1
<b>SCRIPT SUPERVISOR</b>					
Script Supervisor	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Script Assistant - 2nd	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
<b>SET CONSTRUCTION</b>					
Construction Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Construction Foreman/Lead	\$41.61	\$39.53	\$37.45	\$35.37	\$33.29
Assistant Lead Carpenter	\$37.05	\$35.20	\$33.35	\$31.49	\$29.64
Scenic/On-Set Carpenter	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Construction Buyer/Clerk	\$27.99	\$26.59	\$25.19	\$23.79	\$22.39
Carpenter's Assistant	\$27.22	\$25.86	\$24.50	\$23.14	\$21.78
Labourer	\$24.36	\$23.14	\$21.92	\$20.71	\$19.49
<b>SET DECORATION</b>					
Key Set Decorator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Decorator - 2nd	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Leadperson - 2nd	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Set Buyer - 2nd	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
On-Set Dresser - 2nd	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
Set Dresser - 3rd	\$30.26	\$28.75	\$27.23	\$25.72	\$24.21
<b>SOUND</b>					
Production Sound Mixer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Boom Operator	\$36.58	\$34.75	\$32.92	\$31.09	\$29.26
Utility Sound Technician	\$33.30	\$31.64	\$29.97	\$28.31	\$26.64
Playback Operator	\$33.30	\$31.64	\$29.97	\$28.31	\$26.64
<b>SPECIAL EFFECTS</b>					
Special Effects Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
1st Special Effects	\$36.58	\$34.75	\$32.92	\$31.09	\$29.26
2nd Special Effects	\$34.08	\$32.38	\$30.67	\$28.97	\$27.26
3rd Special Effects	\$30.26	\$28.75	\$27.23	\$25.72	\$24.21
<b>TRANSPORTATION</b>					
Transportation Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Driver Captain	\$29.32	\$27.85	\$26.39	\$24.92	\$23.46
Head Driver	\$28.54	\$27.11	\$25.69	\$24.26	\$22.83
Base Camp Generator Operator	\$28.54	\$27.11	\$25.69	\$24.26	\$22.83
Picture Vehicle Captain	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Picture Vehicle Assistant	\$27.75	\$26.36	\$24.98	\$23.59	\$22.20
Unit/Heavy Equipment Driver	\$27.75	\$26.36	\$24.98	\$23.59	\$22.20
Production Driver	\$26.22	\$24.91	\$23.60	\$22.29	\$20.98
Negotiated rate for Department Heads to be no less than \$2.00/hour above published rate of 2nd position in Department. Daily 849 Member Calls extra \$0.75/hour					

## SCHEDULE B – HOME ZONES

### NOVA SCOTIA HOME AND NEARBY ZONES

**Black=** Boundaries of Home Zone

**Green =** Boundaries of Nearby Zone



**SEE ARTICLE 19 FOR MORE DETAILS ON HOME ZONES**



**SCHEDULE C -VARIANCES**