

# 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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## **Article 1. TERM**

1.1 This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, 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**

Nothing in this Agreement shall be construed to conflict and/or interfere with any prior obligation the Union owes to the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, as a duly chartered affiliated local thereof.

2.2 Nothing in this Agreement shall be interpreted as requiring the Union or the Company 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 this Agreement shall be referred to as "Employees".

### **2.4 Recognition and Scope**

The Company recognizes the Union as the sole and exclusive bargaining agent for all Employees employed in any screen-based media pre-production, production and/or post-production work in the classifications set out in Schedule "A" to this Agreement and any new job classifications created in accordance with Article 2.6 of this Agreement. This Agreement shall govern the employment of Employees working in the Provinces of Nova Scotia, New Brunswick and Prince Edward Island and to any Employee hired in these provinces that the Company elects to transport out of the Maritime Provinces.

### **2.5 Job Classifications**

The job classifications set out in Schedule "A" and the scope of work performed by employees in each job classification set out in Schedule "A" shall not directly or indirectly change, delete, alter or amend the classifications, or result in the transfer of job functions from one classification to another, or establish a new classification unless the Union and the Company expressly agree otherwise in writing.

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 out of the bargaining unit or 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 it may deem necessary for the conduct and management of its operations. Employees shall obey all rules, policies and directions of any authorized representative of the Company to the extent that they do not conflict with the terms of this Agreement, applicable provincial and/or federal legislation, the Union's by-laws and working rules in force from time to time, 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 and distributed with all Deal Memos. Copies of any such rules and policies shall be forwarded to the Union.

## **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 Name**

If there is a change in the Company's name or a change in the title of the production, the Company shall notify the Union in writing immediately. It is acknowledged that any company with a changed name or production with a changed name shall be deemed to be bound to this Agreement as if it were an original signatory thereto.

## **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 its 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 in this Agreement may be modified or varied from time to time by the mutual consent of the parties in writing and signed by the parties and any such changes and/or variances shall be appended to this Agreement as a schedule to this Agreement.

## **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 with a list of Department Heads, Crew Lists, Production and Shooting Schedules, Daily Call Sheets and all general crew distributed memos or communications as soon as available, and upon revision.

## **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, 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), including Hiatus, scheduled termination or shortage of work.

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.

3.10 "DISTANT LOCATION" is a location outside of the Home Zone or Nearby Zone.

3.11 "TIME": For the purposes of calculating remuneration for all work, travel, premiums and penalties, time shall be calculated in 6 minute or one-tenth (0.1) hour increments. Employees shall be paid for a one-tenth (0.1) hour period if the Employee works, travels or incurs premium or penalty for any portion of a one-tenth (0.1) hour period.

## **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 Head of Department**

For each Department required by the Company, 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.

4.5 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.

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

#### **4.7 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 Article 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 Agreement.

##### **(4) Sound Department Staffing**

On all productions, 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.

## **Article 5. PERFORMANCE BOND**

- 5.1 The Company shall not require any Employee to start work prior to:
- (1) the signing of this Agreement and
  - (2) the provision of security for wages and/or any other financial liabilities contemplated in this Agreement, which 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
- 5.2 Notwithstanding anything to the contrary in Article 5.1 of this Agreement, it is understood that the particular security contemplated in Article 5.1 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 in effect from time to time. 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 supply 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 registered 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 by the Union in accordance with sections 6.2, 6.3 and 6.4 of this Agreement. 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 to perform work in the requested job classification. 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 initially employed, the higher wage rate shall be paid to that Employee for the time worked in that higher classification. It is understood, however, that 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 or its designated representative shall clearly indicate whether a work call is a daily or weekly position when placing 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.

6.10 The Company agrees to employ a minimum of one Trainee (as described in Schedule D) for the duration of Principal Photography.

## **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.

### **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. It is understood that 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 Article 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.

## **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 (hereinafter referred to as a "Force Majeure"). A 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 arising from a Force Majeure 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 Company 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 work call time.

9.3 Should Employees be required to layover at a particular shooting location during the period of any Force Majeure, the Company must provide accommodation and per diem in accordance with this Agreement.

## **Article 10. DEAL MEMOS**

10.1 An Employee shall be required to sign an "Individual Employment Contract" or, "Deal Memo". When an Employee works in more than one department or job classification, a separate "Deal Memo" must be submitted for each department and job classification for which an Employee is employed. The Company will encourage its payroll company to issue electronic documents in lieu of paper documents for all required "start paperwork," (including but not limited to deal memos, proof of residency documents and direct deposit forms). If an Employee requests, the Company will either provide the Employee with a hard copy of the "start paperwork" or make other arrangements for the Employee to receive and sign electronic documents.

### **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 Agreement, the Company will not renegotiate the terms of any Deal Memo with an Employee without first obtaining the consent of the Union. The upgrading of Employees in accordance with Article 6.7 shall not require the consent of the Union.

10.5 Upon the execution of any Deal Memo, 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 the Deal Memo and related documents to the Union within five (5) business days of final execution. In the event of a discrepancy between Company riders or policies and this Agreement, this 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 a Deal Memo if the Union determines that all or part of that Deal Memo decreases the benefits in this Agreement.

10.7 The wording "subject to signed I.A.T.S.E. Local 849 Collective Agreement" must be clearly stated at the beginning of each Deal Memo.

10.8 In the event the Company enters into a Deal Memo which contemplates better rates, conditions and/or terms than those provided in this Agreement, any such Deal Memo 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 applicable federal and provincial production services incentives. Such information shall be kept confidential by the Company and held in compliance with applicable privacy legislation and only disclosed to the extent necessary to obtain the applicable tax credits and incentives.

10.10 A Deal Memo must include language confirming the Employee authorizes the deductions contemplated in this Agreement (i.e. fringes).

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

11.1 In accordance with Article 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 or qualified, the Company may submit a written request to employ an individual who is not a member of the Union. Requests for Weekly Hire Work Permits should include the following information for consideration:

- (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.
- (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 a non-member permission to work for a period not exceeding one week as defined in Article 12.1 of this Agreement. 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 non-member permission to work for the run of the production.

11.4 This Agreement shall govern the employment of any non-members permitted by the Union.

11.5 Approved Weekly Employee permits are not automatic guarantees of employment for the duration of the production. The Company shall confirm the availability of Local 849 Members on each day prior to engaging a non-member Daily Hire, notwithstanding that a Daily Hire work permit may have been previously approved or issued. The Union reserves the right to require the Company to re-submit Work Permit requests.

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**

Non-members are subject to a permit fee which the Company shall deduct from the non-member's gross pay at the rate of five (5) % of the non-member's total gross wages and remit to the Union directly on a weekly basis with a complete remittance breakdown. Permit fees are paid by the Employee. Permit fees are not payable by Employees who are members of another I.A.T.S.E. Local.

11.8 To assist with improvement to the skilled workforce the Union will consider renewals of weekly work permits for non-members on a case-by-case basis notwithstanding Article 11.3.

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

### **12.1 Workweek**

The normal workweek shall consist of seven (7) consecutive days: the first five (5) days being workdays, the sixth (6th) and seventh (7th) days being days off. Sixth (6th) and seventh (7th) days are determined by the calendar and not by the number of days worked within that week by an individual Employee.

### **12.2 Regular Work Day**

Unless stipulated elsewhere in this Agreement, the regular work day for all departments, with the exception of the Set Construction Department and the Scenic Paint Department, is eight (8) hours of work plus a one (1) hour unpaid meal break. The normal working day for the Set Construction Department and the Scenic Paint Department is ten (10) hours of work, plus a one (1) 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 (8) hour work day.

### **12.3 Minimum Call**

The minimum call for a regular workday for all Employees is eight (8) 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 (10) working hours, including those persons brought in for daily calls.

### **12.4 Sixth & Seventh Worked Day**

Subject to Article 12.5 of this Agreement, the hourly rate of pay for a regular workday on any sixth (6th) or seventh (7th) day of the work week, when worked, shall be two (2) times the applicable basic hourly rate as prescribed in Schedule "A".

12.5 When the Company is able to provide Employees and the Union with twenty-four (24) hours' notice of its intention to work on a sixth (6th) day of the work week, the hourly rate of pay for that sixth (6th) day shall be one and one-half (1 ½) times the applicable 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 (1) or two (2) days by adding one (1) or two (2) days off, consecutive with the seventh (7th) day of the regular workweek, provided that each additional day off shall be at least twenty-four (24) hours in duration. If work is performed on any of the additional days off, the rate of pay shall be that of a seventh (7th) day of work.

Or

- (2) Shift the workweek back by one (1) day by changing the seventh (7th) day of the regular workweek to the first (1st) day of the shifted workweek, provided that the sixth (6th) day of the regular workweek is a day off consisting of a thirty-four (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.

It is understood that the shift contemplated in paragraph (2) of this Article is intended to allow for a 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 are beyond the reasonable control of the Company and the workweek shift occurs within the seven (7) day notification period contemplated in Article 12.7 of this Agreement. The allowable notice will not be less than five (5) days.

### **12.7 Notice of Shift of Workweek**

Employees and the Union shall be given seven (7) 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 (6th) day, seventh (7th) day and/or Holidays contemplated in this agreement 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 workweek wherein pre-production ends and shooting begins must conform to the terms of Article 15.2. If there is a change in workweek from pre-production to production, it shall not be considered a workweek shift. When there is a change to the workweek between pre-production and production, a minimum thirty-four (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 applicable 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, a second unit, a rigging unit, a prep unit or a unit separate from a shooting unit, etc. The regular workweek for each work unit shall conform to that prescribed in Article 12.1 of this Agreement.

### **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 an Employee's regular workday contemplated in Article 12.2 of this Agreement shall be paid as overtime calculated in accordance with Article 13.3 of this Agreement.

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

13.3 Overtime for work performed in excess of an Employee's regular workday shall be paid at the rate of one and one half (1½) times the applicable 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 applicable basic hourly rate, up to and including the 14<sup>th</sup> hour.

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

### **13.6 Sixth and Seventh Days Overtime**

Except as modified by sections 13.7 and 13.8, all overtime work performed in excess of an Employee's regular work day for work performed on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days of the week shall be paid at the rate of three times the applicable basic hourly rate.

13.7 When the Company provides Employees and the Union with 24 hours' notice of its intention to work on the sixth day of the week, the overtime pay for work performed in excess of an Employee's regular work day on the sixth day shall be paid for at the rate of two and one-quarter (2¼) times the applicable 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 its intention to work on the sixth (6<sup>th</sup>) day, the overtime pay for work performed after twelve (12) working hours on the sixth day shall be paid at three (3) times the applicable basic hourly rate.

### **13.9 Night Premium**

If work call commences at 14:00 or later on more than 2 consecutive days, the Company shall pay Employees a Night Premium whereby work performed between the hours of midnight and 5:00 a.m. shall have an additional 25% added to an Employee's applicable prevailing hourly rate of pay.

### **13.10 Maximum Compounding**

The maximum compounding effect of the application of overtime and premiums provided for in this Agreement shall not exceed three (3) times an Employee's applicable basic hourly rate. Meal penalties, mileage and stipends are paid additional to any earned overtime or premiums and are not subject to maximum compounding effect.

13.11 The Company shall not lay off and rehire the same Employee within the same workweek for the sole purpose of avoiding any overtime and/or premium pay contemplated in this Agreement.

## **Article 14. MEAL BREAKS AND MONIES**

14.1 With the exception of the provisions of Article 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**

Reasonable efforts will be made by the Company to provide Employees with a substantial snack three (3) hours after the commencement of the general crew call. If this requirement is not met, the meal period must be initiated between the conclusion of the fourth hour of work and the conclusion of the fifth hour of work or meal penalties will apply.

14.3 If the Company initiates the meal period at the conclusion of the fifth (5<sup>th</sup>) hour of work, this meal period will be recognized as the regular meal break and will be subject to the grace period and second meal period terms contemplated in this Agreement.

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. "Make-safe" time shall not be included in the meal period nor shall it be time included to calculate the start of the second meal period. Employees must notify the Company of any anticipated exceptional make-safe requirements with sufficient notice prior to commencement 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 (4<sup>th</sup>) hour of work and the conclusion of the sixth (6<sup>th</sup>) hour of work, calculated from the completion of the previous meal period. In the event substantials are not provided following the first meal period, a second meal period will be initiated between the conclusion of the fourth (4<sup>th</sup>) hour of work and the conclusion of the fifth (5<sup>th</sup>) 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 (1) 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, Article 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 modifications, including but not limited to changes to lighting, framing, or lenses, are permitted during the grace period. In the event 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 Article 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 work week for each independent unit.

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 Article 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) In consultation with a Union Representative, the Company may elect to institute a 30-minute meal period, provided that a meal is of a standard deemed acceptable by the Union and is supplied by the Company. 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 Article 14.15.
- (2) The calculation of any 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 Article 14.7 will not apply on those days during which the Company has instituted a 30-minute lunch as per Article 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 Article 14.15.
  - 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 Article 19.5. This meal period shall be considered time worked.
  - d) For any day on which a Transportation Department Employee is unable to commence a meal period by the end of the sixth (6<sup>th</sup>) hour of work, such Employee shall be paid twenty-five dollars (\$25.00) payable on their paycheque and their work time shall include a thirty (30) minute "pay through" for the first meal period. These amounts are payable only if actual meal times are indicated on the Employee's time sheet.
  - e) In accordance with Article 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 Article 19.5
- (5) When a Generator Operator Employee is required to work independent of a shooting unit or other Employees, such as an overnight or weekend shift, the Employee will receive a thirty (30) minute paid through meal.
- (6) Off-set/non-shooting Employees may elect to observe a 30-minute unpaid meal period.

#### **14.11 Per Diems**

The Company will provide meals or appropriate per diems when the Employee is entitled to that meal in accordance with Article 19.5.

#### **14.12 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. Travel to dining facilities will not trigger meal penalty.

14.13 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 approval of a Union Representative. Snacks, i.e. hot dogs, take-out fast food, etc., do not constitute a proper meal.

14.14 All taxes for meals, craft service and substantial are the responsibility of the Company. When a cash stipend is paid in lieu of craft service or substantials, the amounts may be taxable per CRA rules.

#### **14.15 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. When their position allows, Employees shall make reasonable efforts to schedule their own first meal period in consultation with the appropriate Department Head and shall not incur first meal penalties without approval from the Production Manager. 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.

#### **14.16 Green Service**

The Company will make best efforts to implement environmentally friendly best practices.

#### **14.17 Craft Service**

All shooting crew Employees 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.

14.18 Off-Set/Non-Shooting crew Employees will be provided with water, hot and cold beverages along with healthy snack food and will receive one 20-minute break during each six hour period. If craft service is not provided or easily accessible, affected Employees will receive an allowance per day. Where an allowance in lieu of supplied craft service is paid through payroll and deemed taxable, consideration shall be given to offset the resulting tax impact. Employees will be responsible for scheduling their own meals and breaks in consultation with their Head of Department.

14.19 When the Company provides food to Employees, the Company will make reasonable efforts to accommodate those Employees with food sensitivities, allergies and dietary restrictions, including a suitable protein replacement. At the commencement of employment, Employees shall communicate such dietary restrictions directly to the Company, Craft Service and Catering Departments.

14.20 When the On-set/Shooting Employees are provided a catered meal, the Off-set/Non-shooting Employees shall be entitled to the same meal. When work duties or location conflict with the availability of the catered meal the Company shall provide a meal to Off-set/Non-shooting Employees. If the Company provides an allowance in lieu of a meal, consideration will be made for any tax treatment.

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

15.1 For all departments, there shall be a ten (10) hour rest period (nine (9) hours for the Transportation Department) between the ending of one work call and the beginning of the next work 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 Article 12.10 or 12.6 applies. When a negotiated shortened weekend is utilized, notice of same must be published on the call sheet issued on the fifth (5<sup>th</sup>) day of workweek.

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 (6<sup>th</sup>) day worked occurs on the seventh (7<sup>th</sup>) 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 (5<sup>th</sup>) day and the commencement of the shift on the seventh (7<sup>th</sup>) day of the work week. Otherwise, turnaround penalties contemplated in this Agreement shall apply. There shall be no reduction of turnaround allowed on a weekend of less than two (2) days.

15.4 The minimum amount of time off on a seven (7) day workweek shall be eleven (11) hours free from work.

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

**15.6 Turnaround Premium**

Encroachment on an Employee's rest period shall be paid at three (3) times the Employee's applicable 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, that 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.

**15.8 Sick Days**

A weekly Employee shall be eligible for paid minimum-call straight-time sick days as follows:

Total # of days of Principal Photography	Total # of Paid Sick Days
Less than 20	1
20-40	2
41-60	3
61-80	4
81+	5

The sick days may be taken for the diagnosis, care, treatment or prevention of an existing or potential health condition exclusive of any temporary sick pay provisions that may be available from time to time. Applicable to Tiers 1-4, negotiable for tier 5 shows.

Sixth or Seventh days are eligible for paid sick days only if the day has been previously published on a distributed production schedule as a work day.

**15.9 Call-Time Notification**

The Company will provide a notification of call-time and location within one (1) hour of camera wrap. If this notification period is not fulfilled, any Employee called to work for the next day will continue to be paid at the prevailing rate in effect at camera wrap until such time as the call-time and location are communicated.

**15.10 Weather Permitting Calls**

In consultation with the Union, the Company may issue a "weather-permitting" call to an Employee prior to the Employee's dismissal for the day for forecasted extreme environmental conditions including, but not limited to heat, cold, high wind, sleet, snow/ice storms or hurricanes. The Company may cancel or postpone a Weather Permitting Call up to four (4) hours prior to the call time. If a Weather Permitting call is cancelled between ten (10) and four (4) hours of the call time, the Employee shall be paid four (4) hours of pay at straight time. If any employee has commenced work or travel prior to the notice of a weather permitting call, they shall be paid for an 8 hour minimum plus any applicable travel time.

## Article 16. HOLIDAYS

16.1 The following days are recognized by this Agreement as Holidays :

- (1) In New Brunswick: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, New Brunswick Day, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day. When Truth and Reconciliation Day falls on the Employee's normal day off, this day shall not be considered a paid day off.
- (2) In Prince Edward Island: New Year's Day, Islander Day, Good Friday, Victoria Day, Canada Day, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day. When Truth and Reconciliation Day falls on the Employee's normal day off, this day shall not be considered a paid day off.
- (3) In Nova Scotia: New Year's Day, Nova Scotia Heritage Day, Good Friday, Victoria Day, Canada Day, Natal Day, Labour Day, Truth and Reconciliation 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 or Truth and Reconciliation 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 Article 12.3.

16.2 The minimum amount of time off for a Holiday recognized by this Agreement 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 Holiday recognized by this Agreement is not worked, all weekly Employees that work the scheduled work day before and the scheduled work day after the holiday will be paid the minimum daily call for the holiday, in accordance with Article 12.3. 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 Article 12.3. This clause shall not supersede any applicable 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 (i.e. two (2) workweeks of production and corresponding weekends) or less, the Company and the Employee shall retain an employment relationship such that the Company and the Employee will retain recall rights and the Company shall pay Holiday pay to Employees that would otherwise be due and owing to the Employee during said hiatus in accordance with this Agreement.

### 16.5 Work Performed on a Holiday

The minimum hourly rate for work performed on a Holiday recognized by this Agreement shall be two and one half (2 ½) times the Employee's applicable 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 Holiday recognized by this Agreement by the Set Construction Department and the Scenic Paint Department shall be two and one half (2 ½) times the applicable basic hourly rate for the first ten (10) hours.

16.6 Work performed on a Holiday recognized by this Agreement in excess of an Employee's regular work day shall be paid at three times the basic hourly rate.

16.7 Notwithstanding Article 16.1, a Holiday recognized by this Agreement 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 Holiday recognized by this Agreement.

## **Article 17. ADDITIONAL PAYMENTS AND DEDUCTIONS**

### **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 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 Union member Employee's total gross earnings 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-member Employee an amount equal to six and one-half percent (6½ %) of their total gross earnings in lieu of the Retirement Benefit contemplated in Article 17.2 (1) or (2). 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-member Employees.
- (4) When a Union member is over the age of 72, the Retirement Benefits contemplated in Article 17.2 of this Agreement shall be paid directly to the Employee with their weekly remuneration. The Company will provide the Union a complete breakdown of these monies paid to each affected Union member.

### **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. The Medical Fund Benefit is payable for all Employees working in the bargaining unit regardless of membership in the Union.

### **17.4 Administration Fee**

The Company shall pay the Union an amount equal to three percent (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. Notwithstanding Schedule "D", the Administration Fee is payable for all Employees (except approved Trainees) working in the bargaining unit regardless of membership in the Union.

### **17.5 Training and Welfare Fund**

The Company shall pay the Union an amount equal to one percent (1%) of each Employee's total gross earnings as a Training and Welfare Fund Fee. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown. Notwithstanding Schedule "D", the Training and Welfare Fund Fee is payable for all Employees (except approved Trainees) working in the bargaining unit regardless of membership in the Union.

17.6 The Company shall make all employer contributions on behalf of Employees in accordance with the applicable Provincial Worker's Compensation Act, Canada Pension Plan, Employment Insurance Act and any similar plan or applicable legislation upon commencement of an Employee's employment and regardless of whether a Deal Memo has been executed by the Employee. These employer contributions are payable for all Employees working in the bargaining unit regardless of membership in the Union.

### **17.7 Working Dues**

The Company shall deduct an amount equal to two percent (2%) of total gross earnings from an Employee's gross earnings as a Working Dues assessment. The Company shall secure Employee authorization for this deduction on the the Deal Memo presented to the Employee. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown. Notwithstanding Schedule "D", these deductions shall be made from the gross earnings of all Employees (except approved Trainees) working in the bargaining unit regardless of membership in the Union.

17.8 Medical Fund and Retirement Benefit payments 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.

17.10 Standard additional payment rates as defined in this Article shall be remitted to the Union until such time as the negotiated Collective Bargaining Agreement has been fully executed. Retroactive adjustments to any negotiated Retirement or Medical Fund Benefits amounts, as described in Schedule C, Section 17.2 and 17.3 must be corrected and implemented within 30 days of the execution of the finalized Collective Agreement date. After 30 days, retroactivity will be denied for the period preceding the Agreement execution date.

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

### **18.1 Minimum Rates**

The minimum applicable hourly wage rates for each job classification are 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 shall provide a copy or access to digital copy of the Employee's time sheet, showing earnings in detail. When requested, the Company will provide the Employee with a hard copy of the time sheet and paystub or make other arrangements for the Employee to receive these electronic documents. Copies of Employee time sheets 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 Employee(s) by the Company, a penalty of 1% of the Employee's gross wages per day shall be paid to the Employee by the Company and such penalty shall be added to the next week's wages or, if none, by a separate cheque. A penalty of one percent (1%) per day on all the contributions and/or deductions payable to the Union contemplated in Article 17 of this Agreement shall also be paid to the Union.
- (2) Late payment penalties shall not apply in the following circumstances:
  - (a) Where the Company 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 seventy-five cents (\$0.75) per hour in addition to the minimum applicable hourly rate set out in Schedule "A".

#### **18.6 T2200 Form**

The Income Tax Act of Canada permits employees to deduct certain expenses from their taxable income where those expenses are required to be incurred by their Employer as part of their assigned duties. 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 an Employee. Such requests must be received by the Company prior to principal photography wrap and the Company shall not unreasonably deny its issuance.

18.7 The Company agrees to complete, validate or provide any necessary provincial or federal documentation, either electronically or in hard copy form, which may be required from time to time to verify an Employee's eligibility for certain government-sponsored programs, plans or incentives.

18.8 The Company shall provide 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. Copies of paystubs shall be forwarded to the Union on a weekly basis.

18.9 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.

18.10 The Company will not alter an Employee's Deal Memo without the consent of the Employee.

#### **18.11 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. 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. Productions declared at Tier 1 will not be required to submit a budget.

#### **18.12 Adjustment of Budget Tier Prior to Audit**

In the event the Company exceeds, or anticipates that it may exceed, its declared Budget Tier, the Employees shall be paid retroactively for all hours worked at the next applicable wage and fringe Budget Tier.

#### **18.13 Right to Audit**

For the purposes of verifying the accuracy 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.

#### **18.14 Payment for Audit**

In the event the Union exercises its right to commence an audit, the Company shall be liable for all reasonable audit fees upon an auditor's finding that the Company's production costs exceeded the declared Budget Tier.

#### **18.15 Adjustment of Budget Tier After Audit**

In the event an audit reveals that the Company exceeded the declared Budget Tier, 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 declared Budget Tier overage, such as standard force majeure situations, the adjustment contemplated in this Article shall not apply.

#### **18.16 Audit Confidentiality**

All information received or reviewed by the Union or professionals retained by the Union pursuant to this Article shall be kept confidential and neither the Union nor its representatives shall disclose any such information except as may be reasonably necessary in order to ensure the Company's compliance with this Agreement.

## Article 19. PRODUCTION ZONES AND TRAVEL

The interactive map linked in Schedule B, Page 40, should be consulted for more accurate details.

### 19.1 Home Zones

The Union'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, inclusive of the Screen Nova Studio,
  - (d) Exit 7, Enfield, on Highway 102 to the north, inclusive of Oakfield Park,
  - (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 Kennetcook 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 Union 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 Company'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 Articles 19.5 and 19.6 unless 19.7 applies.

### 19.5 Per diems

When an Employee is working outside the provincial Home Zones, the Company shall pay each Employee per diem in accordance with Article 19.6. The per diem shall be for each 24-hour period and shall, when possible, be paid prior to each week worked outside of the Zone. Advance payment is not required when 19.8 applies, intention to travel outside of the Home Zone is unknown or the employee is a daily hire. Per diem is payable at \$15 for breakfast, \$20 for lunch and \$34 for supper.

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 \$34.00 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 Article 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 Zone exceeds a total of fifteen (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 Article 19.15. If accommodations are not provided, one (1) 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 applicable 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 For ease of reference, travel times to the following frequently used locations are established as follows:

- (a) Locations at Windsor, NS , 18 minutes per direction
- (b) Locations at Chester, NS , 18 minutes per direction
- (c) Locations at Lunenburg, NS, 36 minutes per direction

Established travel times are exclusive of locations outside of the above established "townships".

19.11 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.

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

19.13 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 Article 19.18. 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.

#### **19.14 Company Shuttle for Locations Outside the Home Zone**

When reasonably practical and demand is adequate, the Company shall provide transportation to and from a marshalling 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.

#### **19.15 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 fifty-eight cents (\$0.58) 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.

19.16 For ease of reference, distances to the following frequently used locations are established as follows:

- (a) Locations at Windsor, NS , 34 km per direction
- (b) Locations at Chester, NS , 24 km per direction
- (c) Locations at Lunenburg, NS, 54 km per direction

Established travel distances are exclusive of locations outside of the above established "townships".

#### **19.17 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 a requirement to vacate accommodations or turnaround penalties may be invoked. When accommodations are obligatory, check-out times shall not encroach upon an Employee's daily rest period or turnaround penalties will apply.

19.18 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.

#### **19.19 Layover**

For all idle work days when an Employee must layover on a distant location, the Employee shall receive payment for minimum call for each unworked day, exclusive of any unworked 6th and 7th days, in addition to all per diem allowances, exclusive of travel time and/or work performed.

#### **19.20 Travel-only Days**

Travel time on a travel-only day is not work time, notwithstanding Article 19.27. For any day of the week (inclusive of the sixth or seventh day of the week) the Employee is required to travel, exclusive of other work performed, to or from a location outside of the provincial Home Zone, the Employee shall receive a travel allowance and per diem as follows:

- (1) A four (4) hour minimum call as a travel allowance; on a four (4) hour travel-to call per diem will be paid for lunch and supper; on a (four) 4 hour travel-from call per diem will be paid for breakfast and lunch.
- (2) If travel time is over four (4) hours, the Employee shall receive the actual travel time to the location. Full per diem as per Article 19.5 is due for travel over 8 hours.
- (3) If this travel occurs on a Statutory or Proclaimed Holiday, the payments under this Article will be paid at two and one half (2 ½) times as per Article 16.
- (4) For travel requiring a flight, the elapsed time calculation shall commence at the airline's check-in closing time.

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

#### **19.22 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.

19.23 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.

#### **19.24 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.

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

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

#### **19.27 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.

#### **19.28 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.

19.29 When required by, and subject to the approval of the Company, all time spent driving a production vehicle is deemed work time and will be paid as such. Mileage reimbursement as defined in Article 19.14 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 Script Supervisor Union 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, regardless of whether a Deal Memo has been executed prior to commencement of employment, are covered under any applicable 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 (10) hours prior to the starting time of the call. In the event such notice is not given, the Company shall pay the Employee a regular work day's pay at the applicable basic hourly rate.

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

23.1 Ensuring workplace health and safety is the responsibility of the Company. The Company shall:

- (1) provide employment and places of employment which are safe and healthful for the Employees;
- (2) 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) do every other thing reasonably necessary to protect the life, safety and health of Employees; and
- (4) 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 Set Construction and Scenic Shop Safety**

The Company shall make best efforts, consistent with the location, schedule, and budget of the production, to provide carpentry and scenic shop facilities that are well-lit, safe, adequately ventilated, and suitable for the work being performed. This includes:

- (1) separation of construction and scenic paint/finishing activities to prevent dust and contamination;
- (2) access to hot and cold running water via utility or slop sink, separate from washroom facilities;
- (3) sufficient access and loading capacity to safely accommodate lumber, equipment, and constructed set pieces;
- (4) a protected area separate from active work spaces for meal and rest breaks; and
- (5) reasonable temperature control through heating, cooling, or other mitigating measures as required.

The Company acknowledges responsibility for taking all reasonable precautions to protect the health and safety of employees working in such facilities.

23.3 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 in a manner consistent with the Union's Code of Practice.

23.4 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.

23.5 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 a view to preventing workplace accidents.

### **23.6 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 Article 12.3. The Company shall send to the Union a copy of any accident and incident reports, along with any allowable WCB documentation relevant to the accident or incident within 5 days.

23.7 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.

### **23.8 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 their employment with the Company.

### **23.9 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.

### **23.10 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.

### 23.11 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 and/or Committee

The Company will ensure a qualified Health and Safety representative oversees set safety in accordance with applicable Occupational Health legislation. A Joint Occupational Health and Safety Committee shall be established in accordance with applicable provincial legislation

### 23.13 Set Medic/First Responder

The Company shall make reasonable efforts to provide a designated Set Medic or trained First Responder, at all times. The designated Set Medic or trained First Responder must be equipped with an appropriate kit and AED and be accessible with two-way radio communication. A Set Medic or trained First Responder is mandatory in the following circumstances:

- (1) days with anticipated complex or potentially hazardous requirements, including but not limited to stunts, practical special effects with fire, explosion, vehicle or animal stunts or collisions, or underwater work
- (2) days with anticipated extreme weather conditions including but not limited to high heat and humidex, or sustained exposure to extreme cold and wind-chill
- (3) days on a location with inherent physical challenges including but not limited to cliffs, rocks, steep hills, remote forested areas with encumbered access or icy surfaces
- (4) days when the location is a distant workplace (20-40 minutes from emergency medical care) and cast and crew exceed 100
- (5) days when the location is an isolated workplace (40+ minutes from emergency medical care)

### 23.14 Washrooms

Washrooms and toilet facilities shall be provided by the Company at all sites and locations. Facilities shall be:

- (1) within 200 metres of the main shooting unit. Flexibility will be considered if access is hindered by set or location,
- (2) maintained and cleaned at a standard at least equal to the standards required by provincial Occupational Health and Safety regulations.
- (3) safely accessible, clear of obstacles, well-lit at all times, and have adequate interior lighting.
- (4) within proximity to suitable hand-washing facilities with water, if practicable.
- (5) heated in winter or when temperatures will fall below 10C, preferably enclosed as a trailer unless it is unreasonable to do so.
- (6) provided at numbers as required by Provincial regulations as below:

Number of Persons	Minimum Number of Toilets
1-9	1
10-24	2
25-49	3
50-74	4
75-100	5
More than 100	5 + 1 for every additional 30 people

### **23.15 Menstrual Products**

The Company shall provide menstrual products free of charge in all Company controlled washroom facilities, regardless of gender designation. Products should be accessible to all Employees and offered in a clean and hygienic manner with a reasonable amount of privacy. The Company shall make best efforts to provide a disposal container in each toilet room.

23.16 All Employees shall be informed prior to commencement of their work day as to what can be expected for weather conditions at or near the shooting site so that they may reasonably provide themselves with suitable clothing and/or equipment.

23.17 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 and as described in the Canadian Creative Industries Code of Conduct which forms part of this Agreement and is attached as Schedule "E". 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.

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

### **23.19 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.

23.20 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.

23.21 Prior to Employees 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.

### **23.22 Working Alone**

When an Employee is required to perform high risk activities the Company shall ensure the Employee is not out of direct contact with other Employees. High risk activities can include, but are not limited to, working at heights, in a confined space, with hazardous energy, products or equipment or in a situation with a potential for violence.

When it is determined that due to the expected duration of the activity, the Employee's previous experience with the activity, and/or the Employee's valid First Aid Certification, the anticipated risk is manageable while working alone, the Company shall provide means of periodically checking the well being of the Employee. Checks shall be made at such intervals and by such means as are appropriate to the nature, hazard and circumstances of the employment.

## Article 24. LAY OFF, DISCIPLINE AND DISMISSAL

### 24.1 Layoff

A "lay-off" means a temporary or permanent cessation of employment due to a shortage of work, including a Hiatus or scheduled termination. It is understood that a lay-off automatically occurs at the end of a defined work call as follows:

- (1) the end date specified in an Employee's Deal Memo;
- (2) the end of the shift of a Daily Call;
- (3) 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) or
- (4) the wrap of production, unless an Employee is specifically requested to remain employed beyond such date

24.2 The Company shall provide Employees hired on a weekly basis with one-week's written notice or pay in lieu thereof when the lay-off is not automatic as defined above. One week shall be considered to be five (5) working days.

24.3 All Employees hired on a weekly basis or longer should, where possible, give the Company one (1) week's notice before resigning. Failure to provide such notice may result in discipline.

24.4 When the Company determines a lay-off of Employees is reasonably necessary, the Head of the Department shall identify the Employees to be laid-off.

24.5 In addition to the notice and/or pay in lieu thereof contemplated in Article 24.2 of this Agreement, any Employee not personally notified of their layoff at the end of their work call shall be considered as having been called for a minimum work call the next day.

### 24.6 Discipline/Dismissal with Cause

With the exception of a lay-off as contemplated in Article 24.1 of this Agreement, the Company shall only discipline or dismiss an Employee for just cause. In every instance of a dismissal for alleged just cause, the Company shall, within 24 hours of the issuance of any dismissal, provide the reasons which the Company relies upon to establish just cause in writing to the Union and the Employee. An Employee who is subject to discipline or dismissal shall continue to receive their regular wages until such time that written reasons for their dismissal are provided to the Union and the Employee.

24.7 Employees who fail to comply with written Company policies, engage in workplace violence, harassment, discrimination, blatant unsafe work practices and/or consume alcohol, recreational cannabis or illegal substances may be subject to discipline or dismissal for just cause.

### 24.8 Progressive Discipline

The Company shall adhere to the principles of progressive discipline when issuing any discipline to an Employee. Employees have the right to have a Union representative present when any discipline is issued and the Company shall advise Employees of their right in this regard prior to the issuance of any discipline. The method of progressive discipline shall be as follows:

- (1) **Verbal Warning** – Should an Employee engage in unacceptable behavior or job performance, the Company may issue the Employee a Verbal Warning which includes direction as to how to rectify the situation and an opportunity to do so.
  - (a) Verbal Warnings shall be communicated by a Head of Department
  - (b) In circumstances where a Head of Department is being issued a Verbal Warning, the Production Manager will issue the Verbal Warning.
  - (c) The Employee will be allowed two working days to improve their unacceptable behaviour or poor job performance.
  - (d) An Employee will be provided with no less than two working days to address any alleged unacceptable behaviour or poor job performance. The Company shall notify the Union of the issuance of any Verbal Warnings and also provide the Union with reasons for same.

- (2) **Written Reprimand** – Should an Employee in receipt of a Verbal Warning engage in continued or additional unacceptable behaviour or work performance, the Company may issue the Employee a Written Reprimand which includes written notice that an additional three workday period will be provided to the Employee to rectify the situation, failing which they may face the prospect of Dismissal.
  - (a) The Production Manager or Line Producer will issue Written Reprimands.
  - (b) A copy of Written Reprimands will be forwarded immediately to the Union and a Union representative will be afforded an opportunity to meet with the Employee regarding a Written Reprimand.
- (3) **Dismissal** – Should an Employee in receipt of a Written Reprimand engage in continued or additional unacceptable behaviour or work performance, the Company may issue the Employee a Dismissal.
  - (a) The Company shall comply with Article 24.6 of this Agreement when issuing any Dismissal.
  - (b) Notwithstanding anything to the contrary in this Agreement, an Employee on a work call at the time of their Dismissal shall be paid for the entirety of their regular work day or hours actually worked, whichever is greater.

24.9 The Union shall have the right to inquire into the circumstances giving rise to any discipline and/or dismissal during regular working hours and to also challenge and/or grieve the issuance of any discipline and/or dismissal.

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

### **25.1 Grievances**

A "Grievance" is 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.

25.2 The Grievance Procedure shall consist of the following steps:

- (1) A Grievance shall be discussed between the Production Manager or designate and the Union representative and the affected Employee(s) within seven calendar days of the circumstances giving rise to the Grievance reasonably becoming known to the aggrieved party with a view to reaching a resolution of the Grievance.
- (2) In the event a Grievance is not resolved at Step 1, the aggrieved party (the Company or the Union) may file a written Grievance with the party being grieved within seven calendar days of the Step 1 meeting. The party being grieved shall respond to the Grievance in writing within seven calendar days of receipt of the written Grievance.
- (3) In the event the Grievance is not resolved within thirty calendar days of the aggrieved party's receipt of the written response contemplated in Step 2, either party may give written notice to the party opposite of their intention to refer the Grievance to binding arbitration and/or mediation/arbitration before a single arbitrator. Any such notice shall include the names of three arbitrators for consideration. The parties shall thereafter endeavour to agree on the appointment of a mutually agreeable arbitrator and a hearing date as soon as possible. In the event the parties are unable to come to agreement on an arbitrator, either party may file a request with the Minister of Labour in the province in which the Grievance arises seeking to the appoint an arbitrator pursuant to and in accordance with applicable provincial labour relations legislation.
- (4) 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.
- (5) 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 Any decision issued by an arbitrator appointed in accordance with this Agreement shall be final and binding on the parties.

25.4 The parties shall share any arbitrator/mediator fees and/or costs equally.

25.5 The Company shall not engage in any direct Grievance settlement discussions or enter into a settlement of a Grievance with any Employee without the knowledge and express 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 Article 4.1 of this Agreement.

### **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 Company 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 their performance of assigned duties with the Company, including any liability arising from any bodily injury and/or property damage suffered by any person(s) or third party(ies). Further, the Company 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 their 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 Company 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 Company and the Union further acknowledge and agree that the obligations set out herein do not expire with the expiration of this 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 this Agreement.

### **27.3 No Discrimination**

The Company shall not allow any discrimination or 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 Company 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 shall inure to the benefit of the parties and respective heirs, executors, administrators, receivers, successors and assigns.

## **Article 30. GREEN PRACTICES**

30.1 The Union and the Company mutually embrace the philosophy of financially efficient green practices that benefit the environment. To that end, the Union and the Company 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.

2026-21

# SIGNATURE PAGE

## SIGNED BY THE UNION

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

617 Windmill Road, 2<sup>nd</sup> Floor  
Dartmouth, Nova Scotia, B3B 1B6  
Office Phone: (902) 425-2739

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

SHELLEY BIBBY

\_\_\_\_\_  
*Printed Name of Business Agent*

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

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

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

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

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

\_\_\_\_\_  
*Printed Name of Executive Office*

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

## SIGNED BY THE COMPANY

**Company Name**

**Address**

**Phone**

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

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

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

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

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

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

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

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

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

## SCHEDULE A - MINIMUM RATES

(Effective April 1, 2026 to March 31, 2027)

The newly defined 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 April 1, 2025 - March 31, 2026. Established Series with at least one completed production season prior to January 1, 2025 may be eligible to negotiate flexibility regarding the application of the new Tier structure. A buffer of +/- \$100K between Tiers may be considered but only if a certified budget top sheet is provided.

<b>PROJECT CLASSIFICATION*</b>	<b>TIER 1</b>	<b>TIER 2</b>	<b>TIER 3</b>	<b>TIER 4</b>	<b>TIER 5</b>
Theatrical Feature	\$15 + Million	\$7.5 - \$15 Million	\$4 - \$7.5 Million	\$2 - \$4 Million	All Projects with a total budget under \$2 Million (negotiable)
Television/Streaming Feature (previously MOW)	\$12 + Million	\$9 - \$12 Million	\$5 - \$9 Million	\$2 - \$5 Million	
Mini/Limited Series per 2 hour segment	\$8 + Million	\$5 - \$8 Million	\$3.5 - \$5 Million	\$2 - \$3.5 Million	
Series ** per 1 hour episode	\$3.5 + Million	\$2 - \$3.5 Million	\$1.5 - \$2 Million	\$1 - \$1.5 Million	
Series ** per 1/2 hour episode	\$1.5 + Million	\$1 - \$1.5 Million	\$500k - \$1 Million	Up to \$500k	
<b>* All amounts in Canadian Dollars</b>					
<b>** First Season Incentive for eligible 1 hour or 1/2 hour Series allows a Tier dropdown</b>					

*SCHEDULE A - MINIMUM RATES (Effective April 1, 2026 to March 31, 2027)*

<b>*All amounts in Canadian Dollars</b>	<b>TIER 1</b>	<b>TIER 2</b>	<b>TIER 3</b>	<b>TIER 4</b>	<b>TIER 5</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	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Wrangler	\$37.92	\$36.03	\$34.13	\$32.23	\$30.34
<b>COSTUME</b>					
Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Asst. Costume Designer - 1st	\$44.28	\$42.07	\$39.85	\$37.64	\$35.43
Costume Coordinator (Office) - 1st	\$44.28	\$42.07	\$39.85	\$37.64	\$35.43
Costume Workshop Supervisor - 1st	\$44.28	\$42.07	\$39.85	\$37.64	\$35.43
Costume Set Supervisor - 1st	\$44.28	\$42.07	\$39.85	\$37.64	\$35.43
Cutter, Tailor - 1st	\$44.28	\$42.07	\$39.85	\$37.64	\$35.43
BG Costume Coordinator - 1st	\$44.28	\$42.07	\$39.85	\$37.64	\$35.43
BG Costume Set Supervisor - 2nd	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Truck Supervisor/Assist Set Super - 2nd	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Stitcher, Special Skills Builder - 2nd	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Costume Buyer - 2nd	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Performers Costumer - 2nd	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Ager/Dyer/Breakdown Artist - 2nd	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Costume Expense Tracker - 2nd	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Costume Assistant, Buyer, Dresser - 3rd	\$36.64	\$34.81	\$32.98	\$31.14	\$29.31
<b>CRAFT SERVICE</b>					
Key Craft Service	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
1st Assistant	\$34.36	\$32.64	\$30.92	\$29.20	\$27.49
2nd Assistant	\$30.06	\$28.56	\$27.06	\$25.55	\$24.05
<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	\$39.86	\$37.87	\$35.87	\$33.88	\$31.89
Greens Dresser - 3rd	\$35.40	\$33.63	\$31.86	\$30.09	\$28.32
Greens Labourer	\$28.79	\$27.35	\$25.91	\$24.47	\$23.03
<b>GRIP</b>					
Key Grip	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Best Grip	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Dolly Grip/Truck Grip	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Lead Grip	\$39.19	\$37.23	\$35.27	\$33.31	\$31.35
3rd Grip	\$36.64	\$34.81	\$32.98	\$31.14	\$29.31
Crane Grip	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Rigging Grip	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
2nd Rigging Grip	\$42.28	\$40.17	\$38.05	\$35.94	\$33.82
Rigging Grip	\$38.49	\$36.57	\$34.64	\$32.72	\$30.79
Remote Head Technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
<b>Negotiated rate for Department Heads to be no less than \$2.00/hour above scale rate of 2nd position in the department. Daily 849 Member Calls extra \$0.75/hour above scale rate.</b>					

**SCHEDULE A - MINIMUM RATES (Effective April 1, 2026 to March 31, 2027)**

<b>*All amounts in Canadian Dollars</b>	<b>TIER 1</b>	<b>TIER 2</b>	<b>TIER 3</b>	<b>TIER 4</b>	<b>TIER 5</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>					
Head of Department Hair	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Hair Stylist	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Assistant Hair Stylist	\$36.64	\$34.81	\$32.98	\$31.14	\$29.31
Barber	\$36.64	\$34.81	\$32.98	\$31.14	\$29.31
Special Skills Stylist	\$36.64	\$34.81	\$32.98	\$31.14	\$29.31
Wig Maker	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
<b>LIGHTING</b>					
Gaffer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Best Lighting	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Rigging Gaffer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Best Rigging Electric	\$42.28	\$40.17	\$38.05	\$35.94	\$33.82
Rigging Electric	\$38.49	\$36.57	\$34.64	\$32.72	\$30.79
Generator Operator	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Lighting Console Operator	\$42.28	\$40.17	\$38.05	\$35.94	\$33.82
3rd Lighting Technician	\$36.64	\$34.81	\$32.98	\$31.14	\$29.31
<b>MAKE UP</b>					
Head of Department Make Up	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Make Up Artist	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Make Up Artist	\$36.64	\$34.81	\$32.98	\$31.14	\$29.31
Special Effects Make up Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
<b>MARINE</b>					
Marine Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Marine Coordinator	\$45.80	\$43.51	\$41.22	\$38.93	\$36.64
Boat Wrangler	\$40.32	\$38.31	\$36.29	\$34.27	\$32.26
<b>PROPS</b>					
Property Master	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Prop Master	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Property Buyer	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Key On-Set Props / Key Builder	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Assist. On-Set Props / Assist. Builder	\$36.64	\$34.81	\$32.98	\$31.14	\$29.31
3rd Props Person / Props Tracker	\$36.64	\$34.81	\$32.98	\$31.14	\$29.31
Props Labourer - 4th	\$33.69	\$32.01	\$30.32	\$28.64	\$26.95
Special Skills (Gun Wrangler, Food Stylist, etc)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
<b>RIGGING (AERIAL)</b>					
Key Aerial Rigger	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
2nd Aerial Rigger	\$64.11	\$60.90	\$57.70	\$54.49	\$51.29
3rd Aerial Rigger	\$54.96	\$52.21	\$49.46	\$46.72	\$43.97
<b>SCENIC PAINT</b>					
Key Scenic Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Scenic Paint - 2nd	\$50.39	\$47.87	\$45.35	\$42.83	\$40.31
Lead Scenic Painter - 3rd	\$44.86	\$42.62	\$40.38	\$38.13	\$35.89
Scenic/On-Set Painter - 4th	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Scenic Buyer/Clerk	\$33.89	\$32.19	\$30.50	\$28.80	\$27.11
Labourer	\$29.49	\$28.02	\$26.54	\$25.07	\$23.59
<b>Negotiated rate for Department Heads to be no less than \$2.00/hour above scale rate of 2nd position in the department. Daily 849 Member Calls extra \$0.75/hour above scale rate.</b>					

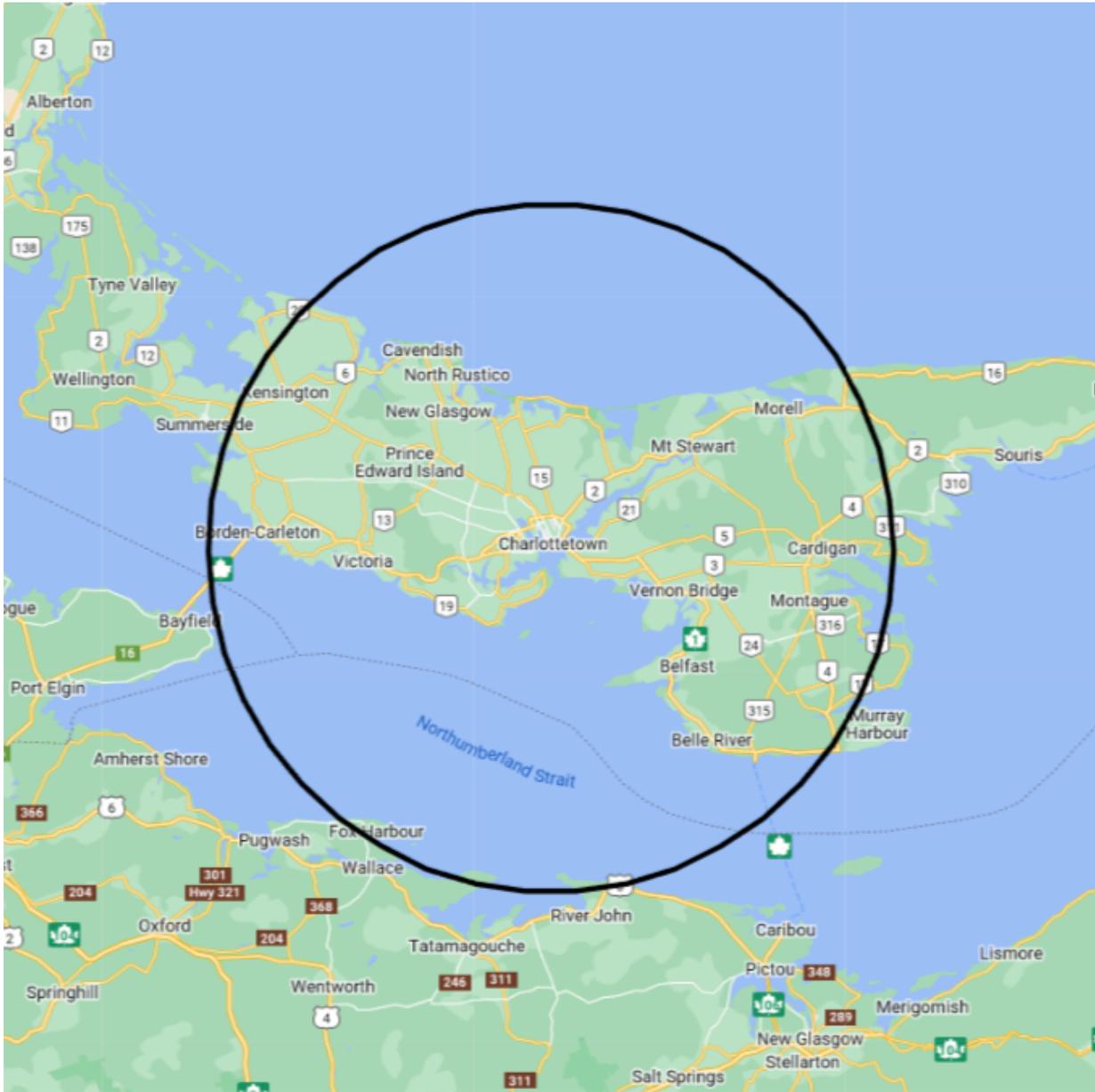
*SCHEDULE A - MINIMUM RATES (Effective April 1, 2026 to March 31, 2027)*

<b>*All amounts in Canadian Dollars</b>	<b>TIER 1</b>	<b>TIER 2</b>	<b>TIER 3</b>	<b>TIER 4</b>	<b>TIER 5</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	\$41.26	\$37.87	\$35.88	\$33.88	\$31.89
<b>SET CONSTRUCTION</b>					
Construction Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Construction Foreman/Lead	\$50.39	\$47.87	\$45.35	\$42.83	\$40.31
Assistant Lead Carpenter	\$44.86	\$42.62	\$40.38	\$38.13	\$35.89
Lead Metal Fabricator	\$44.86	\$42.62	\$40.38	\$38.13	\$35.89
Scenic/On-Set Carpenter/Tracker	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Metal Fabricator	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Construction Buyer/Clerk	\$33.89	\$32.19	\$30.50	\$28.80	\$27.11
Carpenter's Assistant	\$32.95	\$31.30	\$29.65	\$28.01	\$26.36
Labourer	\$29.49	\$28.02	\$26.54	\$25.07	\$23.59
<b>SET DECORATION</b>					
Key Set Decorator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Decorator	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Leadperson	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Set Buyer	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
On-Set Dresser	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
Set Dec Coordinator	\$38.95	\$37.01	\$35.06	\$33.11	\$31.16
Assistant Leadperson	\$38.95	\$37.01	\$35.06	\$33.11	\$31.16
Special Skills	\$38.95	\$37.01	\$35.06	\$33.11	\$31.16
Set Dresser	\$36.64	\$34.81	\$32.98	\$31.14	\$29.31
<b>SOUND</b>					
Production Sound Mixer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Boom Operator	\$44.28	\$42.07	\$39.85	\$37.64	\$35.43
Utility Sound Technician	\$40.32	\$38.31	\$36.29	\$34.27	\$32.26
Playback Operator	\$40.32	\$38.31	\$36.29	\$34.27	\$32.26
<b>SPECIAL EFFECTS</b>					
Special Effects Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
1st Special Effects	\$44.28	\$42.07	\$39.85	\$37.64	\$35.43
2nd Special Effects	\$41.26	\$39.20	\$37.13	\$35.07	\$33.01
3rd Special Effects	\$36.64	\$34.81	\$32.98	\$31.14	\$29.31
<b>TRANSPORTATION</b>					
Transportation Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Driver Captain	\$37.38	\$35.51	\$33.64	\$31.77	\$29.90
Head Driver	\$35.72	\$33.93	\$32.14	\$30.36	\$28.57
Base Camp Generator Operator	\$35.72	\$33.93	\$32.14	\$30.36	\$28.57
Picture Vehicle Captain	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Picture Vehicle Assistant	\$34.73	\$32.99	\$31.25	\$29.52	\$27.78
Unit/Heavy Equipment Driver	\$34.73	\$32.99	\$31.25	\$29.52	\$27.78
Production Driver	\$32.81	\$31.17	\$29.53	\$27.89	\$26.25
<b>TRAINEES (as outlined in Schedule D)</b>					
Trainees - All Departments	\$19.15	\$19.15	\$18.11	\$18.11	\$18.11
<b>Negotiated rate for Department Heads to be no less than \$2.00/hour above scale rate of 2nd position in the department. Daily 849 Member Calls extra \$0.75/hour above scale rate.</b>					





**Prince Edward Island Home Zone**



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

**SCHEDULE C - VARIANCES**

2026-27

## **SCHEDULE D - TRAINEES**

When the Company engages Trainees, it agrees to the following:

### **D1. Conditions**

D1.1 Trainee(s) may only be engaged as supplemental labour. The approval by the Union for the Company to hire a trainee will only be considered after the Department Head has established full departmental crew requirements. Trainee(s) must not replace a required weekly hire position or displace a full member without prior consultation and approval by the Union.

D1.2 The Department Head will determine the mentor(s) from within the department. The mentor(s) should be a member in good standing of IATSE Local 849, have worked in the department for a minimum of 5 years, and must agree to take on the mentoring role. There may be circumstances where it is beneficial for the trainee to have more than one mentor. This will be determined on a case-by-case basis.

D1.3 The Trainee(s) will be engaged for a period of no less than 2 weeks and no more than 6 weeks on a single production. Due to the unpredictability of the production season, there will be some flexibility with this condition. The duration of the Trainee's term may be negotiated on a per Production basis with consideration given to a project's format, shooting schedule, and budget. The Company may have the option of renewing the Trainee's term, only with agreement of the Union and Department Head.

D1.4 The Trainee(s) will be hired under the I.A.T.S.E. Local 849 Collective Agreement and is entitled to the same rights and protections as all other employees in the bargaining unit unless otherwise specified in this Schedule D.

D1.5 On Tier 1 and Tier 2 productions, a maximum of 2 Trainees per department may be engaged, up to a maximum of 8 per production. On Tier 3 and Tier 4 Productions, a maximum of 1 Trainee per department are allowed, to a maximum of 3 per production. Trainees may only be engaged on a Tier 5 production with special permission from the Executive Board. Because of the lower budget nature of Tier 5 productions, consideration may be given to modifying some conditions. Modified conditions must be agreed to by the Union, the Company, the Department Head, and the Trainee, and will be defined in writing.

### **D2. Remuneration**

D2.1 Trainees on Tier 1 and Tier 2 productions shall be remunerated at the rate of \$19.15/hr. All overtime and meal penalty language shall apply as per the signed Collective Agreement. The Company shall be relieved of the obligation to remit the Administration Fee, Training and Welfare Fund, and Retirement Benefit fringes on behalf of Trainees. The Company is still required to remit Vacation Pay and the Medical Fund Benefit fringe as described in Article 17 negotiated in the signed Collective Agreement.

D2.2 Trainees on Tier 3, Tier 4 and Tier 5 productions shall be remunerated at the rate of \$18.11/hr. All overtime and meal penalty language shall apply as per the signed Collective Agreement. The Company shall be relieved of the obligation to remit the Administration Fee, Training and Welfare Fund, and Retirement Benefit fringes on behalf of Trainees. The Company is still required to remit Vacation Pay and the Medical Fund Benefit fringe as described in Article 17 negotiated in the signed Collective Agreement.

D2.3 Trainees will not be subject to permit fees or working dues deductions.

D2.4 When a Tier 2 production is eligible for the first season incentive reduction to Tier 3, a Trainee shall receive the Tier 2 rate.

### **D3. Qualifications**

D3.1 Trainees must have completed the IATSE Local 849 Set Etiquette and Safety workshop and hold a valid WHMIS certificate. Some Departments may have other specific requirements to qualify.

D3.2 Trainees must have an up-to-date resume on file with the Union and must be registered with the Local as a Trainee.

**D4. Follow-Up**

D4.1 At the conclusion of the Trainee's placement the Trainee's Department Head/Mentor(s), and a representative from Production will complete the IATSE 849 Trainee Program Assessment Form. The completed Form should be submitted to the Union as soon as possible after completion of the Trainee's placement.

D4.2 At the conclusion of the Trainee's placement the Trainee will complete the IATSE 849 Trainee Program Self-Assessment Form. The completed Form should be submitted to the Union as soon as possible after completion of the Trainee's placement.

D4.3 All parties will schedule a meeting with a representative from the Union to discuss feedback, where possible.

**D5. Compliance**

D5.1 If it is determined that the Production is not in compliance with the Terms and Conditions of the Trainee Program as detailed in this Schedule D, the Union may remove the Trainee from the production and seek remedy as per Article 25 of this Agreement.

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## **SCHEDULE E - 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 student
- 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:**

*SCHEDULE E - CANADIAN CREATIVE INDUSTRIES CODE OF CONDUCT*

- 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.

Please visit [readthecode.ca](http://readthecode.ca) to view further details on the code and its signatories.

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## SCHEDULE F – ARTIFICIAL INTELLIGENCE

This Schedule establishes how Artificial Intelligence (AI) technologies may be used under the Agreement, while protecting employees, employment standards, and creative contributions.

### Definitions

AI is broadly defined as machine-based systems that use analysis and logic to perform tasks and improve over time. Machine Learning (ML) is a subset of AI that develops algorithms from training data, including deep learning, diffusion models, and large language models. Generative AI (Gen AI) is a subset of ML that creates new content such as text, images, video, audio, 3D models, and code. Deep Learning uses multi-layer neural networks. These definitions apply regardless of future terminology.

### Existing Technologies

The Employer may continue its historical use of digital and “traditional AI” technologies (such as CGI, VFX, sound effects, and pre-visualization tools) across all stages of motion picture production, consistent with past practices.

### New Technologies and Human Contribution

The parties recognize the importance of human creative labour and acknowledge that new AI technologies may affect employment. The Article seeks to address those impacts without prohibiting technological advancement.

### Use of AI Systems

Employers retain the right to use new technologies, including AI, and may require employees to use AI systems or their outputs as part of covered work. Employees assigned to work with AI remain fully covered by the Agreement. However, employees cannot be required to provide prompts or inputs that would displace other covered employees.

Employees must follow Employer AI policies related to ethics, privacy, security, and intellectual property. Employers may require prior approval for AI use and may reject AI outputs that pose legal, copyright, or business risks. All written AI policies must be shared with the Union.

Any decision to require AI use is subject to consultation with the Union and/or the affected employee upon request.

### Liability and Protection

The Company must indemnify employees, including providing legal defence, for claims arising from AI use within the scope of employment.

### Consent for Likeness Scanning

No Employee’s visual or vocal likeness may be scanned without clear, informed, written consent. Consent must describe the intended use, cannot be a condition of employment, must be separately signed or initialled, and must be provided to the Union in advance.