



LOW BUDGET AGREEMENT 2022-2023



ICG

**INTERNATIONAL
CINEMATOGRAPHERS
GUILD • LOCAL 669**

APRIL 1, 2022 - MARCH 31, 2023

ICG 669 LOW BUDGET AGREEMENT

This document serves as a Letter of Agreement (the "Agreement") between the International Cinematographers Guild, Local 669 (hereinafter "ICG 669") and _____, (hereinafter the "Company") for the low-budget production currently titled _____.

The Company agrees to and does hereby recognize ICG 669 as the sole and exclusive bargaining representative for all ICG 669 Members employed and performing any of the duties in any classification normally covered by ICG 669 jurisdiction, photographing theatrical, non-theatrical and commercial productions, now and hereinafter employed by the Company within the jurisdiction of ICG 669.

All other terms and conditions not included in this Agreement are to be negotiated between ICG 669 and the Company.

1. GENERAL PROVISIONS

- a. The Company agrees to furnish to ICG 669, before principal photography commences, a copy of the top sheet of the complete certified budget, or a copy of the Completion Guarantor's letter stating total budget. Tier levels and financing reductions shall be determined by ICG 669's Business Agent and the Company.
- b. Simultaneous with the execution of this Agreement, the Company shall deposit a bond or certified cheque with ICG 669 in an amount equal to two (2) weeks of estimated payroll for all Employees covered by this Agreement. The bond shall be returned by ICG 669 to the Company once all financial obligations have been fulfilled. ICG 669 shall continue to accept a Guarantor Letter in lieu of the foregoing if this has been the past practice between the Company and ICG 669.
- c. The Company agrees to bring all ICG 669 members it employs under the coverage of the applicable provincial workers' compensation legislation, and to produce to ICG 669 proof of coverage, upon request.
- d. All positions will be filled by ICG 669 Members, in good standing, in categories ICG 669 represents. Any other camera positions not listed, and not normally falling within ICG 669 jurisdiction, or third-party hires shall be negotiable. Flat rates are exclusive of any other reimbursements.
- e. The Company agrees to give screen credits to ICG 669 persons hired on this production. The Company also hereby agrees to clearly display the ICG 669 logo in the tail credits of this production regardless of motion picture including free television, network and syndicated television, cable television, pay television, theatrical, non-theatrical, compact devices, internet, or streaming services.

- f.
 - (i) The Company agrees to deduct two percent (2%) of gross pay (regular and overtime gross wages) from each Employee and remit weekly as working dues to ICG 669.
 - (ii) The Company also agrees to deduct an additional three percent (3%) of gross wages from each Employee who is not a member of an IATSE Local and remit weekly as permit fees to ICG 669.
 - (iii) No permit fees shall be deducted from trainees dispatched by ICG 669.
- g. The Company agrees to forward copies of the following to ICG 669:
 - (i) Employee start paperwork (deal memo)
 - (ii) Original employee time sheets and payroll time sheets
 - (iii) Call sheets
 - (iv) Blank copy each of individual and corporate start packs
 - (v) Joint Health & Safety Committee meeting minutes
 - (vi) Workplace health and safety policies
- h. Rigid observance of safety regulations must be adhered to and wilful failure of any Employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no Employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Company and ICG 669 therefore undertake to promote in every way possible the realization of the responsibility of the individual Employee with regard to preventing accidents to themselves or their fellow Employees.
- i. The Company will copy ICG 669 with all Workers' Compensation Board (WCB) Form 7's or their provincial equivalents and Accident/Near Miss Investigation Reports within five (5) days of being provided to WCB. In addition:
 - (i) Producers shall inform ICG 669 as soon as reasonably practical when a workplace accident has resulted in an Employee being transported to hospital or secondary medical treatment.
- j. An authorized representative of ICG 669 shall be permitted to visit any production location or site during the hours when Employees are working, provided work is not disrupted. Where possible, advance notice will be given to the Company. The Company shall recognize at least one on set Steward as appointed by ICG 669. Any person so appointed shall have the complete cooperation of the Company in the performance of their duties. An on set Steward or alternate, chosen by ICG 669, will attend Joint Health & Safety Committee meetings.
- k. Upon request of an Employee, the Company shall allow an ICG 669 representative to be present at any investigatory meeting between the Employee and a representative of the

Company which may lead to the discipline of the Employee.

- I. Permits must be submitted for employees who are not members of ICG 669. Complete permit requests include a cover letter stating due diligence, permit form, and a resume. Permit requests must be submitted with at least five (5) working days' notice prior to the call.

2. PREMIUMS

- a. **Minimum Daily Call:** The minimum daily call shall be no less than eight (8) hours, however, an Employee may be called to work for not less than four (4) hours' pay at the Employee's straight time contracted hourly rate for the following:

- (i) production meetings;
- (ii) camera tests;
- (iii) location scouting.

If an Employee on a four (4) hour call works more than four (4) hours, the call shall be an eight (8) hour minimum call.

- b. **Overtime:** The Company agrees to make best efforts to limit the shoot day to twelve (12) hours. When paying hourly, pay for hours worked after eight (8) hours shall be paid at the rate of one- and one-half (1.5x) times the Employee's straight time hourly rate up to and including the twelfth (12th) hour. The Company agrees to pay overtime of two times (2x) the hourly rate after twelve (12) hours of work.

Holidays not worked shall be as per Provincial Employment Standards. Holidays worked shall be one- and one-half times (1.5x) the applicable classification pay rate.

- c. **Turnaround:** Daily turnaround shall be ten (10) hours free from work. Weekend turnaround will be forty-eight (48) hours plus six (6) hours free from work. Sixth and Seventh day rates shall be at one- and one-half times (1.5x) and two times (2x) the applicable classification pay rate, respectively. There shall be an additional twenty-four (24) hour rest period added to weekend turnaround for each Employee for a Statutory Holiday.
- d. **Workweek Shifts:** Workweek shifts shall be negotiated between ICG 669's Business Agent and the Company on a case-by-case basis.
- e. **Cancellation of Call:** The Company may cancel an Employee's call up to the start of turnaround in effect prior to the starting time of the call and shall not be required to pay the Employee for such cancelled call. Between the turnaround in effect and eight (8) hours' notice of cancellation prior to the starting time of the call, a minimum of four (4) hours shall be paid to the Employee at the day's prevailing rate. If the notice of cancellation is less than eight (8) hours, the Employee shall be paid for eight (8) hours at the day's prevailing rate.
- f. **Meal Periods:** For the first (1st) meal period of the work day, all Employees are to receive an unpaid meal period of no less than thirty (30) minutes after the last crew member has been

served, or no more than sixty (60) minutes after the first crew member has been served. The second (2nd) meal period shall be paid through as time worked. The "non-deductible meal" shall not be counted as a meal period.

The Company shall provide coffee, tea, ice water and other soft beverages and make them accessible to all on-set Employees throughout the workday. If such service is not provided, or is deemed inadequate by the crew representative, a coffee break of fifteen (15) minutes shall be taken every three (3) hours or per the Employment Standards Act in the province of which it is actively filming.

- g. **Meal Period Extensions:** For wrap, the six (6) hour work period following the end of the last meal period may be extended by the Company for a maximum of one-half (.5) hour. If work exceeds such extension, then meal penalties shall be calculated and paid from the end of such six (6) hour work period. The lunch grace period may be utilized a maximum of twice (2x) per week and shall only be used to complete a shot in progress.
- h. **Meal Penalty:** A one-half (.5) hour, unpaid meal break calculated from the last ICG 669 member through the line will be due every six (6) hours. If any Employee is unable to commence a meal period by the end of the sixth (6th) hour of work, the Employee shall be paid a meal penalty as per the following scale until such time as the meal period is forthcoming:
 - (a) First 2/10 (.2) of an hour: no penalty, but shall not be scheduled or abused.
 - (b) Next 3/10 (.3) hour: \$7.50 for any portion thereof.
 - (c) Next one (1) hour: \$3.00 for each 1/10 (.1) hour increment.
 - (d) Thereafter: \$3.50 for each 1/10 (.1) hour increment.

3. STUDIO ZONE

The boundaries for the Studio Zone shall be as per "Schedule A" to this Agreement.

4. NEAR-BY LOCATIONS, OUTSIDE THE STUDIO ZONE

- a. A "Near-by location" outside the Studio Zone will be a location that falls within a one (1) hour drive starting from the edge of the Studio Zone. Prior to photography for the Near-by location, the actual distance and time will be determined in six (6) minute increments between the ICG 669 Business Agent and the Company's Producer. If a member identifies a driving safety issue, including fatigue, from a Near-by or a Distant Location, the Company shall provide accommodations.
- b. When working at a Near-by location, transportation time from the edge of the Studio Zone to the location and from such location back to the edge of the Studio Zone will be paid at straight time added to the end of the workday. Travel times shall be determined by the Business Agent and the Company's Producer and calculated from the daily flat rate. Any travel by shuttle beyond the Studio Zone boundary will be paid at straight time. Turnaround shall be calculated from the edge of the Studio Zone.

- c. When working at a Near-by location, the Company shall provide shuttle service between its base of operations or an agreed upon site as determined by the Business Agent and the Company's Production Manager within the Studio Zone and the location.
- d. When any workday at a Near-by location is thirty (30) minutes outside a zone and fourteen (14) hours in duration or longer, including unpaid meal breaks but excluding travel time, the Company shall make reservations for and pay the full cost of single occupancy, first class accommodation or best equivalent.
- e. Employees on Near-by location assignments where accommodations are provided; shall receive a per diem allowance of sixty-five dollars (\$65.00) per day; fourteen fifty (\$14.50) for breakfast; twenty fifty (\$20.50) for lunch; and thirty dollars (\$30.00) for dinner. When the Company provides a hot meal of equal value to per diem as per this Article, the Company is not required to also pay that meal per diem.
- f. When the Company provides overnight accommodations, according to Article 4 (d) or (e) above, call and wrap times shall be at the production location provided that the location and accommodation are within twelve (12) minutes of each other.

5. DISTANT LOCATIONS

- a. "Distant Location" is any work location that is situated further than a one (1) hour drive from the edge of the Studio Zone.
- b. Employees on Distant Location assignments shall receive single occupancy, first class accommodation or best equivalent at the Company's expense.
- c. Employees on Distant Location assignments where accommodations are provided; shall receive a per diem allowance of sixty-five dollars (\$65.00); fourteen fifty (\$14.50) for breakfast; twenty fifty (\$20.50) for lunch; and thirty dollars (\$30.00) for dinner. When the Company provides a hot meal of equal value to per diem as per this Article, the Company is not required to also pay that meal per diem. Per diem in all mountain resort areas will be seventy-five dollars (\$75.00) per day; sixteen dollars (\$16.00) for breakfast; twenty-four dollars (\$24.00) for lunch; and thirty-five dollars (\$35.00) for dinner.
- d. Turnaround for Distant Locations outside the Studio Zone shall be ten (10) hours free from work when accommodations are provided.
- e. Call and wrap times shall be at the production location provided that the location and accommodation are within twelve (12) minutes of each other.

6. MINIMUM RATES

TIER A: \$2 TO \$3 Million

TIER B: \$1 TO \$2 Million

TIER C: \$500K TO \$1 Million

	Hourly Rates			12 Hour Daily Rates		
	Tier A	Tier B	Tier C	Tier A	Tier B	Tier C
Director of Photography	75.85	64.18	41.41	1,061.96	898.49	579.73
Camera Operator	48.87	41.12	28.99	684.18	575.71	405.90
First Assistant	37.28	31.45	24.88	521.94	440.36	348.27
Digital Imaging Technician	37.28	31.45	24.88	521.94	440.36	348.27
Second Assistant	27.82	23.19	19.33	389.52	324.63	270.55
Digital Loader	27.82	23.19	19.33	389.52	324.63	270.55
Motion Picture Video Coordinator	28.99	25.51	22.45	405.90	357.08	314.28
Motion Picture Video Assistant	27.82	23.19	19.33	389.52	324.63	270.55
Still Photographer	38.20	31.83	24.88	534.76	445.61	348.27
EPK DOP	51.26	42.73	28.99	717.71	598.27	405.90
EPK Operator	38.43	32.04	24.88	538.01	448.55	348.27
Drone Operator (Pilot)	75.85	64.18	41.41	1,061.96	898.49	579.73
Drone Camera Operator	48.87	41.12	28.99	684.18	575.71	405.90
Drone Camera Assistant	37.28	31.45	24.88	521.94	440.36	348.27
Unit Publicist	37.28	31.45	24.88	521.94	440.36	348.27
Trainee	19.29	18.22	16.07	270.02	255.02	225.02

FRINGES:	Tier A	Tier B	Tier C
Pension	3.00%	3.00%	3.00%
H&W	6.00%	5.00%	4.00%
Training	1.00%	1.00%	0.00%
Vacation	4.00%	4.00%	4.00%
TOTAL	14.00%	13.00%	11.00%

Minimum rates as set out in Article 6 are basic minimum scales and nothing in this Agreement shall prevent the Company from paying the Employees a rate higher than these minimum rates, but the Company will not be obligated to pay more than the minimum rates without bargaining with an individual Employee for a higher rate and reaching an agreement to pay that Employee a higher rate.

It is understood that this Agreement pertains to this production only, and in no way can be construed as a precedent for any future negotiations between the two parties.

FOR ICG 669

FOR THE COMPANY

Name:
Business Agent

Name:
Production:

Date: _____

Date: _____

SCHEDULE "A"

Studio Zones:

- a. The Vancouver Studio Zone shall be viewed as a grid, the boundaries of which are:

On the West, the shoreline;

On the North, from the northern municipal boundary of the District of West Vancouver eastward along the northern municipal boundary of the District of North Vancouver to the end of the road at Seymour Dam, then continuing eastward to the eastern shoreline of Coquitlam Lake;

On the East, 122 degrees/45 minutes longitude southward to a point of intersection with the 5L82 BC Hydro power line, then southeast following that power line to a point intersecting the end of the paved road at the northern boundary of Minnekhada Park, then continuing east to the western shore of the Pitt River, then following the western shore of the Pitt River to a point directly north of 200th Street in Langley, B.C.; and

On the South, the Canada/U.S. border.

For clarity, along the Studio Zone’s eastern boundary, the area encompassing all east-west street addresses below 20000 are within the zone. Golden Ears Bridge, and its approaches, also are within the Studio Zone.

- b. The Studio Zone for Greater Victoria is the area of land inside the boundaries of the following communities: North Saanich; Sidney; Central Saanich; Saanich; Victoria; Oak Bay; Highlands; View Royal, Esquimalt; Langford; Colwood; and Metchosin.

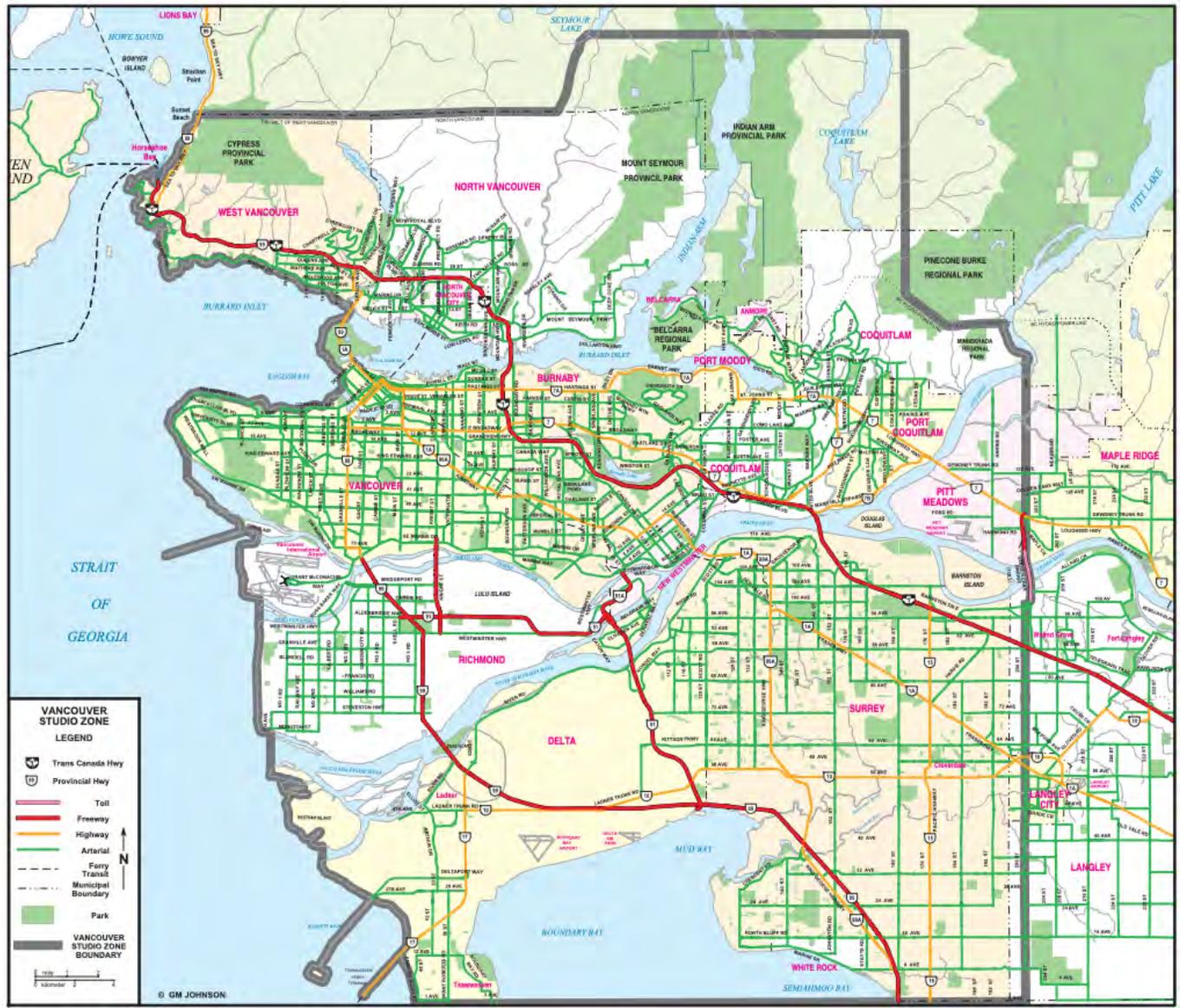
In addition to the above, the Studio Zone for Greater Victoria will include: an extension west of Metchosin which will include the area of land inside the boundaries of Highway 14 (Sooke Road), Gillespie Road, and East Sooke Road; and an extension north of Langford along Highway One which will include the area inside the boundaries of: the shoreline on the East; Shawnigan Mill Bay Road/Renfrew Road on the North; and West Shawnigan Lake Road/Shawnigan Lake Road on the West.

The parties hereby confirm that the foregoing paragraph establishing the Studio Zone for Greater Victoria will include only land area as described above that is part of the mainland of Vancouver Island and is accessible by a regular motor passenger vehicle without the assistance of a ferry or other water transportation vehicle or device.

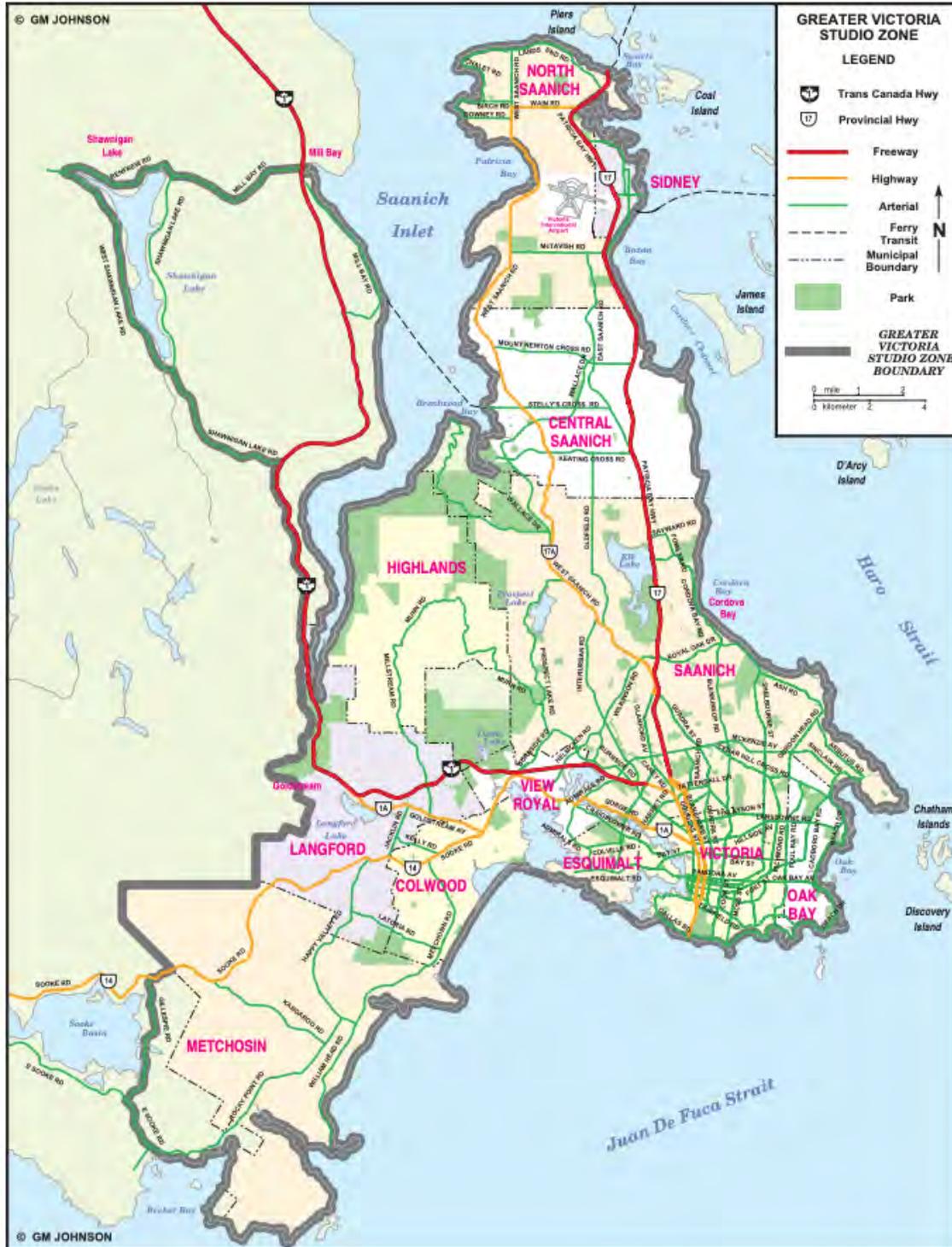
- c. For Distant Locations, the Employer may designate, after consulting with ICG 669, an additional Studio Zone for an area within a circle having a radius of up to twenty-five (25) kilometres but not to exceed an average driving time of thirty (30) minutes, centered around and measured from the nearest municipal hall. Such Studio Zone may not overlap the Vancouver or Victoria Studio Zones.

- d. The studio zones for Calgary shall be defined as per the accompanying chart and sample mileage. The zone is based on time spent traveling from any off ramp exiting Stoney Trail (HWY 201) with the outer limits calculated by eighteen (18) minutes of unpaid travel. Paid travel time is calculated from Google Maps and will include any necessary additional time calculated by traveling on private roads from the intersection on Stoney Trail that provides the shortest travel time to the reporting location. Outside of the zone the reporting location is crew parking, not the shooting location. Travel on a private road will be calculated at 20 km/hr unless an increase is agreed to by ICG 669. ICG 669 will allow three hundred (300) meters on a private road to access parking to be excluded from travel time. If there is a significant discrepancy between the Google Maps calculation and the physical measurement of the exact distance/speed limit = time traveled, the physical measurement calculation will prevail.
- e. The Studio Zone for Winnipeg shall be forty-five (45) kilometers from the Winnipeg City centre as designated by the Manitoba Legislative Building as illustrated the attached map.
- f. Edmonton, Saskatoon, and Regina shall be consistent with ICG 669's historical practice for those cities.
- g. Additional Studio Zones may be established through negotiations on a case-by-case basis provided that ICG 669 receives notice of any request at least one (1) week in advance of the establishment of any agreed-to zone.

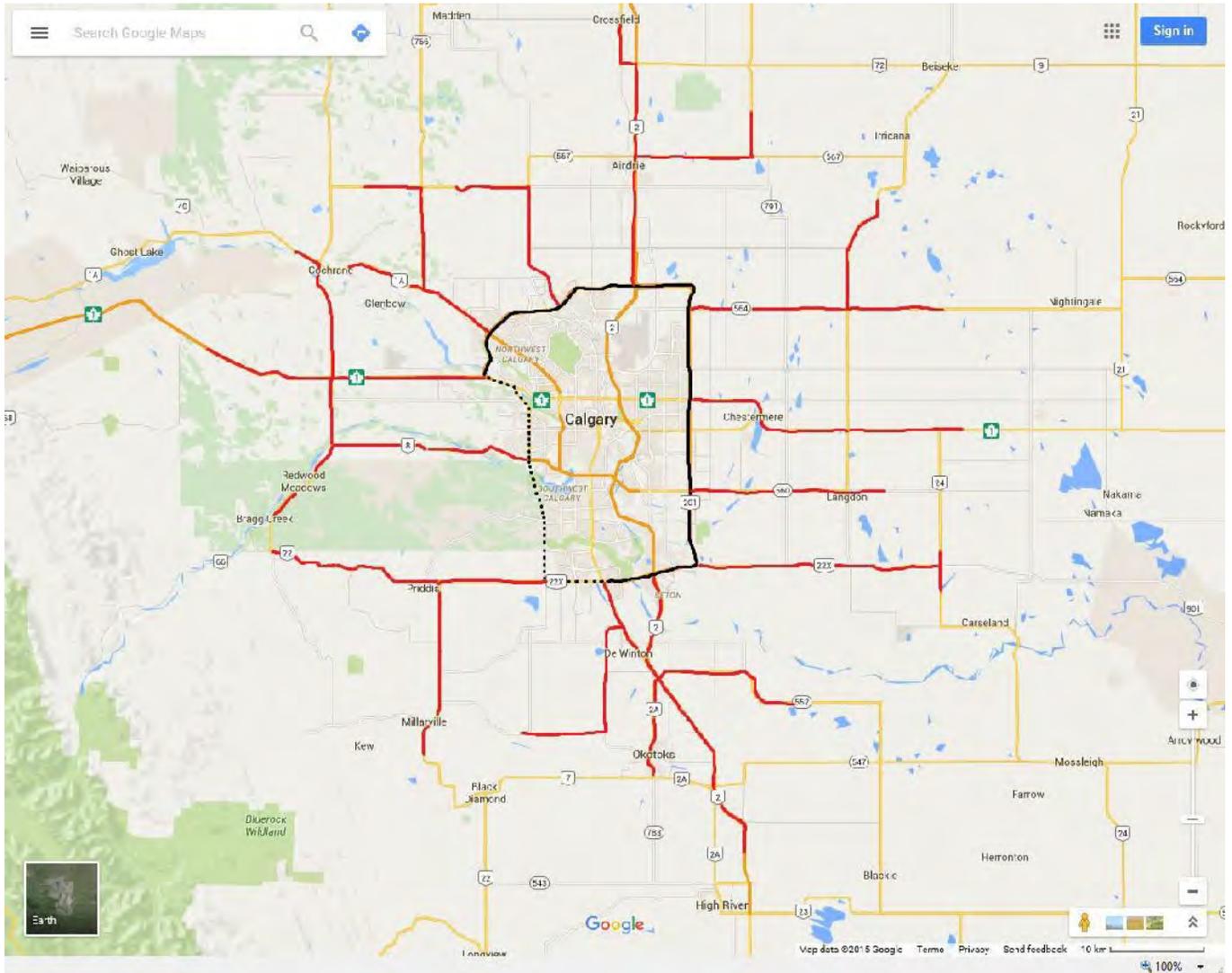
Vancouver, British Columbia



Victoria, British Columbia



Calgary, Alberta

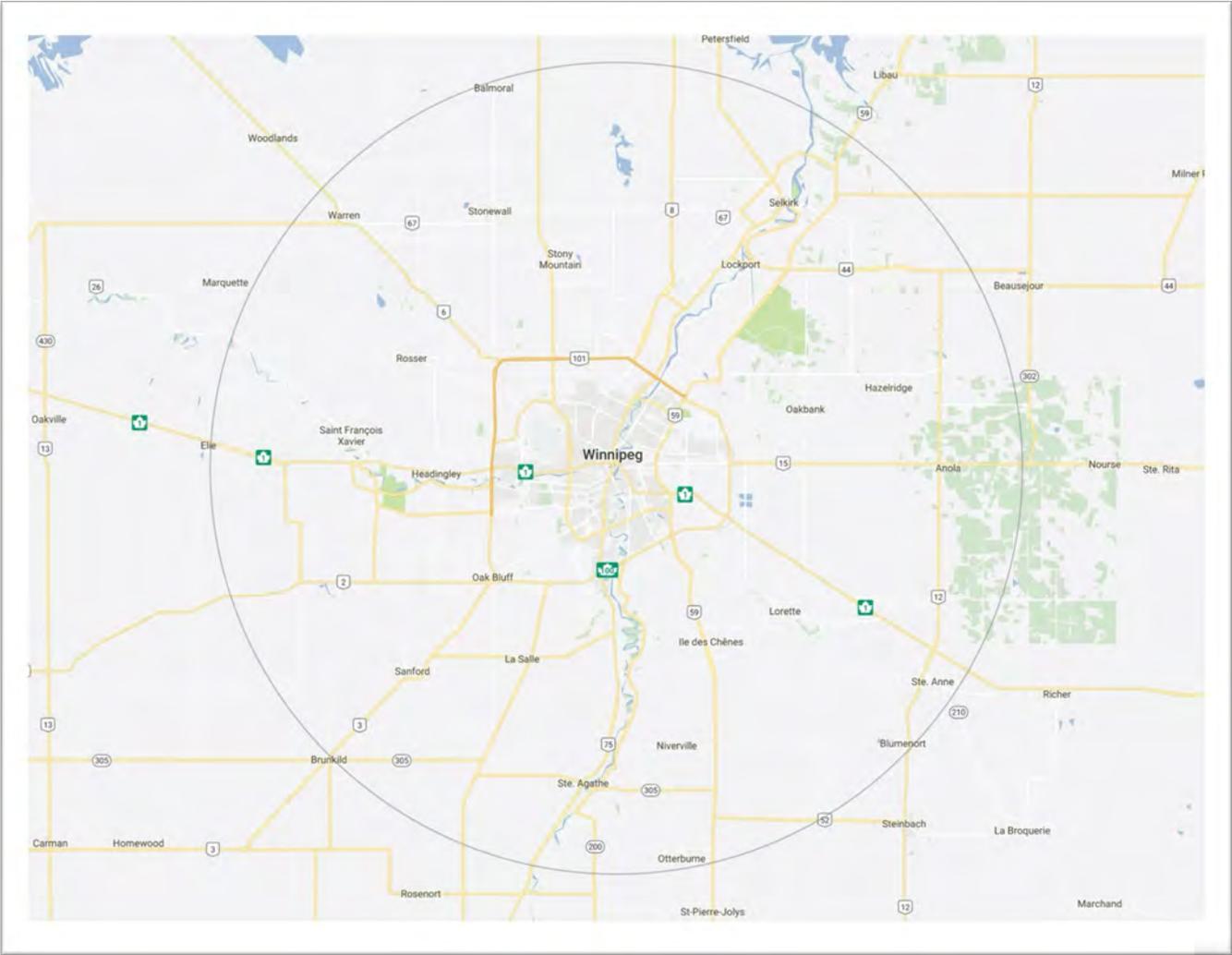


 Hwy 201

----- projected Hwy 201 -----

 Illustrates 18 minutes of travel off Highway 201 = In Zone

Winnipeg, Manitoba





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