



**WESTERN CANADA AGREEMENT 2024-2025**



**ICG** INTERNATIONAL  
CINEMATOGRAPHERS  
GUILD • LOCAL 669

APRIL 1, 2024 - MARCH 31, 2025

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## FORMS AND DOCUMENTS

T2200 DECLARATION OF CONDITIONS OF EMPLOYMENT  
ICG 669 DEAL MEMORANDUM  
ICG 669 WORK PERMIT FORM  
ICG 669 NET BUDGET CALCULATOR

## PREAMBLE

The purpose of the Agreement is to secure for the Employer and the International Cinematographers Guild, Local 669 (hereinafter referred to as "ICG 669" or "the Union"), the full benefits, the interests and welfare of the Employees, economy of operation, quality of production, and the orderly and final resolution of all disputes between the Employer and the Union without stoppage of work. It is recognized by this Agreement to be the duty of the Parties to cooperate fully, individually and collectively, for the advancement of the said conditions and to foster a friendly spirit of cooperation between the Employer and the Employees. To this end, this Agreement is signed in good faith by both Parties.

The Employer and the Union agree to abide by the terms and conditions set out in this Agreement. The Union further agrees that it will instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees that in the exercise of its function as management, the provisions of this Agreement will be carried out.

Notwithstanding the above, in the event of conflicting language in a dispute, grievance or arbitration proceeding, the covenants contained in this Agreement shall take precedence over this Preamble.

Within this document, the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine.

### **Definitions:**

Call or Call Time means the place and hour of commencement of work for an Employee.

Employee's Straight Time Contracted Hourly Rate means Scale Wages plus Over-Scale, if any.

Loan-Out Company means the corporation through which the lent-out Employee furnishes their services.

Over-Scale means those wages which an Employee has contracted with the Employer over and above the Scale Wages provided in this Agreement.

Permittee means a person who is not a Member who has been issued a valid work permit.

Scale Wages means the applicable hourly rate per the attached Rates and Fringes Table.

Western Canada means the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba and the Territories of the Yukon, Northwest Territories & Nunavut.

Terms to be Given Common Industry Meaning: Unless otherwise specifically defined herein, the terms used shall be given the common meaning in the motion picture industry.

## **Article One: Obligations and Recognition**

- 1.01 **Bargaining Unit:** The Producers recognize the Union as the sole bargaining agent for all persons or loan-out corporations employed or engaged under this Agreement in the classifications listed in the attached Rates and Fringes Table all of whom are called "Employees" with respect to productions within the exclusive jurisdiction of the Union and as to other productions which an Employer (as defined in Article 1.02 below) elects to produce under this Agreement.
- 1.02 **Adherence to Agreement:** Any person or corporation now or hereafter engaged in the business of producing motion pictures in Western Canada shall be afforded the opportunity of becoming a party to this Agreement. When reasonable grounds exist to believe that a prospective Employer will be unable to meet its financial obligations under the Agreement the Union may refuse to permit that prospective Employer to adhere to the Agreement.
- 1.03 **Prior Obligations:** This Agreement shall not be construed to interfere with any obligation the Union owes its respective national and international organizations by reason of prior obligation or collective agreement, provided that the foregoing shall in no event be construed or applied as to contravene any applicable Federal or Provincial Law, and provided that the Employer has been given express written notice of any such prior obligation before adhering to the Agreement.
- 1.04 **Scope:** The conditions of work and the rates of pay provided herein shall apply only to Employees and Employers engaged in Feature/Long Form productions of one (1) hour or more; or Episodic/Series, productions comprised of more than one related episode, program or installment, but which also includes pilots, for exhibition in any medium.
- 1.05 n/a
- 1.06 **Labour Relations Legislation:** The operation of any pertinent section of the applicable labour relations legislation, regarding early termination of this Collective Agreement, shall be excluded; termination shall be pursuant to Article 17.01 of this Agreement.
- 1.07 **Minimum Rates:** The Minimum Rates enumerated in the Rates and Fringes Table attached to this Agreement are basic minimum scales and nothing in this Agreement shall prevent an Employer from paying the Employees a rate higher than these Minimum Rates, but no Employer will be obligated to pay more than the Minimum Rates without bargaining with an individual Employee for a higher rate and reaching an agreement to pay that Employee a higher rate. The Employer agrees to deduct two percent (2%) of gross pay (defined as regular and overtime gross wages, plus meal penalties and turnaround) from each Employee and Permittee and remit weekly as working dues to ICG 669. Permittees are also required to pay permit fees as per Article 3.01(g).
- 1.08 **Employer's Exclusive Rights:** The Union recognizes that the Employer reserves all rights of management except where expressly limited by this Agreement.

- 1.09 Employer Rules and Regulations: The Employer's reserved rights of management include the right to establish, and thereafter amend rules, provided that such rules are not inconsistent with the provisions of this Agreement. Any written rules established by the Employer shall be posted by the Employer at the work site and a copy of the rules is to be forwarded to the Union.
- 1.10 Good Standing: The Employer agrees to employ only members in good standing with the Union. An Employee's failure to show good standing with the Union shall be sufficient just and reasonable cause for discharge. If any Employee fails to show good standing, then the Union will provide written notice of such failure to such Employee's Employer. The written notice will state the reason why the Employee is not a member in good standing as required pursuant to this Article, and that the Employee has been notified of such failure in writing. If the Employee fails to remedy his/her lack of good standing with the Union within three (3) days after the Employer receives such notice, the Employer shall discharge the Employee so long as such discharge is lawful. The Employer shall not be in default unless it fails to act, if necessary, within said time after receipt of such notice.

For the purposes of this Agreement, "good standing" means:

- (a) The Employee is not in arrears of dues uniformly required by the Union and the Employee has executed an assignment of wages pursuant to Article 9.06 of this Agreement, and has not revoked such assignment; or
  - (b) The Employee has a duly signed and sealed Union Work Permit.
- 1.11 Union Representatives: Where possible, advance notice will be given to the Employer so an authorized representative of the Union shall be permitted to visit any production location or site during the hours when Employees are working, provided work is not disrupted and the representative complies with the reasonable and generally applied visitor and security rules established by the Employer. The employer shall recognize at least one on set crew representative at each production location, as appointed by ICG 669. Any person so appointed shall have the complete cooperation of the employer in the performance of their duties.
- 1.12 No Strike; No Lockout: The Union agrees that, during the term of this Agreement, there shall be no strike, work stoppages or disruptive activity by the Union or by an Employee, and the Employer agrees that there shall be no lockout of Employees. 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 go through or work behind any picket line related to a labour dispute, including such a picket line at the Employer's place of business, unless such picket line is deemed unlawful.
- 1.13 Currency: All references to "dollars" or money rates of any kind in this Agreement, including its Rates and Fringes Table, are in Canadian Dollars except as expressly provided otherwise hereunder.
- 1.14 Applicable Law: This Agreement is made and entered into in Western Canada and the laws of the appropriate jurisdiction in Western Canada shall apply to this Agreement.



- 1.15 Severability: In the event a portion of this Agreement is found illegal by a tribunal of competent jurisdiction, the Parties agree that the balance of this Agreement shall remain in effect.
- 1.16 Enabling Procedure: The Union will review each Employer's or prospective Employer's individual request to amend or modify this Agreement for a specific production, prior to principal photography. Within twenty-four (24) hours of receipt of the request, a representative of the Union may request a telephonic meeting with a representative of the party making such request. The representative of the Union and the representative of the party making such request must have authority to conclude an agreement, which binds their respective principals to the modifications of this Agreement. The Union shall respond to a request for modification within three (3) business days of receipt of the request, unless the party making such request agrees to extend the three (3) business day deadline. Failure to respond to such a request within the said time limits or extensions thereof shall be deemed to be an acceptance of the proposed modification.
- 1.17 The Employer agrees to forward copies of the following to the Union within five (5) business days:
- i. Employee start paperwork (deal memo)
  - ii. Original Employee time sheets and payroll time sheets, on a weekly basis
  - 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
- 1.18 The name of the Union member attending Joint Health & Safety Committee Meetings will be identified as such on the call sheets.
- 1.19 Subcontracting: The Employer will not subcontract bargaining unit work which customarily and historically has been performed by Employees covered by this Agreement unless the Union consents thereto; or the Employer lacks the requisite equipment, technology, facilities, or personnel to perform the work; or the work of the type being subcontracted has heretofore been subcontracted by a producer engaged in the motion picture and episodic media industry in Western Canada. When practicable, the Employer shall deliver a minimum of one week's advance notice to the Union of its intention to subcontract. It will not be considered a violation of this Agreement for Employees to refuse to work with persons performing bargaining unit work who are not Union Members or do not have a work permit endorsed by the Union. The Employer must ensure subcontractors hired for bargaining unit work have an executed Letter of Adherence from the Union and the subcontractor remits fringes to the Union.
- 1.20 Discrimination: The Employer agrees it shall not discriminate against or engage in any harassment of any applicant for employment or Employee for reasons based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, union membership or activity, or on any other basis prohibited by applicable federal, provincial or territorial law.

- 1.21 Residency: Employees must provide Canadian and provincial residency information sufficient to ensure that the production company can establish eligibility to receive the federal and provincial incentives including tax credits. This information will be held in accordance with the applicable privacy legislation. Failure to furnish appropriate residency documentation within ten (10) working days can be cause for dismissal.
- 1.22 Territorial Jurisdiction: The provisions of this Agreement shall apply to Western Canada (where not covered by the BCCFU) and, to the extent permitted by law, any Employee hired in Western Canada that the Employer elects to transport outside the jurisdiction.
- 1.23 Jurisdictional Disputes: The Union agrees to co-operate in good faith with the Employer and other unions and guilds in the motion picture industry in resolving jurisdictional disputes. There shall be no work stoppages arising from jurisdictional disputes.
- 1.24 Rates and Fringes applicable to Feature/Long Form Productions:
- (a) See Rate & Fringe Table in Schedule (A).
  - (b) Fringe Rates: The fringe rates for RSP, Health & Welfare, Stat Pay, Vacation Pay, Training, and Administration (1%) shall be in accordance with Schedule (A). An additional administration fee of four percent (4%) is applicable to all non-members without Canadian residency and IATSE members without Canadian residency. The administration fee shall be remitted to the Union.
  - (c) The Union may allocate such percentage among the aforementioned fringe categories so long as the statutory requirements for Stat Pay and Vacation Pay are satisfied. The fringe rate shall be calculated as a percentage of the sum of all monies earned for working straight time, overtime, turnaround, and meal penalties. An Employer is not required to make RSP and Health & Welfare contributions on behalf of any Employee who has been issued a work permit pursuant to Article Three of this Agreement provided that proof of payment to such Employee's Health & Welfare plan and RSP plan is provided to the Union.
  - (d) The Union has the right to audit these productions, provided the Union notifies the Employer in writing of the Union's intent to audit within six (6) months following the completion of all photography. Any production that exceeds the money break has to adjust wages retroactively to the next Tier. In the event the Union exercises its right to conduct an audit and it is determined that the production exceeded the money break, the Employer shall pay the Union reasonable audit costs.
  - (e) "Budget" means the "Total Net Budget" as determined by the Union.
  - (f) The Employer agrees to furnish to the Union, 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 the total budget. Tier levels and financing reductions shall be determined by the Union's Business Agent and the Employer.

- 1.25 Screen Credits: In accordance with the prevailing practice, all photography of productions, regardless of the size or type of recording medium used, must have the label of ICG 669 on each production, and individual Employees shall receive screen credit as follows:
- (a) Whenever and as long as the practice prevails of giving screen credit to any individual, screen credit shall be given in a prominent place on the finished product to the Director of Photography of the production and the Director of Photography shall be so designated. After the Director of Photography's name, if applicable, the letters "C.S.C.", "A.S.C.", or "B.S.C". shall appear if so requested.
  - (b) The term "prominent place" on Feature/Long Form production and Episodic/Series production means no less than a separate card, or its equivalent in a crawl, shared by no more than three names.
  - (c) All other Screen Credits shall be negotiated on an individual basis.

## **Article Two: Crewing**

### **2.01 First Unit Camera Crew:**

- (a) The minimum crew on a First Unit with one camera or an Additional Unit (with Principal Actors) shall consist of a Director of Photography, a Camera Operator, a First Camera Assistant, a Second Camera Assistant and, on a feature film, a Still Photographer, (hereinafter referred to respectively as a DOP, Operator, First Assistant, Second Assistant, and Still Photographer). A Unit Publicist must be in attendance for all unit promotion and unit publicity of the production, including all phases of recording visual images for the internet, all behind-the-scenes photography, Electronic Press Kit photography (EPK), and all behind-the-scenes electronically or digitally recorded sound.
- (b) Any additional cameras, with the exception of locked-off cameras, shall require an Operator, a First Assistant and a Second Assistant.
- (c) Two or more locked-off cameras shall require an additional Second Assistant.

### **2.02 Additional Unit Camera Crew:**

- (a) An Additional Unit is any unit which is not under the direct supervision of the First Unit DOP.
- (b) The minimum crew on an Additional Unit shall consist of a DOP, a First Assistant and a Second Assistant except in the case where principal cast are part of an additional unit, in which case an Operator will also be employed.
- (c) Where the DOP determines that additional Employees are required, he/she will discuss such requirements with the Employer and the Employer will not unreasonably deny the DOP's request for such additional Employees.



- 2.03 Composite Process Photography: The minimum crew for composite process photography and backgrounds including plates, with or without doubles, shall consist of a DOP, a First Assistant, and a Second Assistant. Additional crew shall be determined by the DOP and the Employer.
- 2.04 Production/Equipment Tests: The industry practice is to provide assistant camera persons pre-production equipment testing and preparation time. No assistant camera person will be disciplined or discharged due to the fact that the assistant camera person was not provided with such preparation time.
- 2.05 Video Recording and Video Playback Crew: Any Video Recording or Video/Graphic Playback Equipment used, which encompasses both digital and tape-based media, shall be operated by an ICG 669 Motion Picture Video Coordinator, who shall be assisted by a Motion Picture Video Assistant 1, as needed.
- 2.06 Electronic Press Packaging: When an Employer who has signed to this Agreement, hires a video unit on a motion picture set or location for purposes of electronic press packaging, behind the scenes documentaries, and/or entertainment news programming, such video unit shall be covered by this Agreement.
- 2.07 Post Production/Colour Correction: When the DOP is requested by the employer to perform post colour correction, a rate not less than the posted minimum will apply.
- 2.08 Still Photography Crew:
- (a) On Feature A, B, and C productions, a Still Photographer shall be hired for each day of principal photography.
  - (b) On Episodic, Pilots, and Feature D productions, a Still Photographer will be employed under one of the following methods:
    - i. A minimum of one (1) day for each three (3) days of Main Unit shooting; or
    - ii. As an alternative to (i) above, a Still Photographer may be employed on an "as needed" basis, conditional upon the Still Photographer receiving a fifty percent (50%) premium on the minimum hourly Still rate, and all other terms and conditions of this Agreement applicable. The Employer shall inform the Still Photographer and the Union regarding the method under which the Still Photographer will be hired on the date of hire.
  - (c) When the Employer requires digital processing by the Still Photographer and due to time constraints the processing cannot be completed during the Still Photographer's minimum call, the Employee, with the authorization of the Production Manager or Producer, will perform such work and will be paid a minimum of one (1) hour or the actual authorized time worked, whichever is greater, at one and one-half times (1.5X) the Employees' pro rata contracted hourly rate.

- 2.09 Location, Continuity and Administrative Photography: For the purpose of making location photographs, or photographs for pre-production, production, administrative, or continuity, none of which are to be used for other than continuity or identification, the Employer may designate a person or persons, other than a Still Photographer, to make such photographs and such person shall not be subject to the terms and conditions of the Agreement.
- 2.10 Photo Credit for Still Photographers: The Employer may give photo credit to Still Photographers on advertising and publicity Still involving their work where such is used for advertising and publicity released by the Employer, but such credit is not mandatory and shall not be subject to grievance procedure.
- 2.11 Publicist Job Description: A unit publicist handles various aspects of publicity and marketing during Episodic/Series and Feature/Long Form production, and provides a vital conduit between producers, cast, crew, media, and studio/network marketing departments. Tasks vary from project to project depending on specific deliverables requested, and encompass management of the EPK, cast and crew interviews, gallery/marketing photo shoots, social media activity, on set media visits, press releases, press kit and production notes, other written materials such as log lines, synopsis, and spoiler documents, charity requests, special promotional events, and VIP visits to set. The demands of the job continue to be ever evolving as digital multi-platform marketing and publicity change and grow. Such deliverables should be planned, organized, supervised and/or executed by an ICG 669 Unit Publicist.
- 2.12 Social Media: Social media is an on set content creator position who shares skills with three existing ICG 669 categories: Publicity, Still Photographer, and EPK, and so is considered a special skill under these categories. They will be responsible for delivering content and social media specific assets in collaboration with the ICG 669 Unit Publicist and as directed by Studios, Production, and/or Marketing Departments. Publicists, Still Photographers, and EPK will continue to be required as per this Agreement as they provide their own particular set of skills and deliverables.
- 2.13 Drone Photography:
- (a) Except as otherwise provided herein, all terms and conditions of this Agreement shall apply to Drone Operators, Drone Camera Operators, Drone Camera Assistants, and Drone Visual Observers (collectively, 'Remotely Piloted Aircraft Systems Category').
  - (b) Drone crews will be direct hires as employees of the production company as per Article 1.10.

- (c) The 'Employer' (defined as the 'production company,' as distinct from a third party vendor) shall have the right to subcontract drone photography equipment to a third party vendor having a Letter of Adherence with the Union (a 'signatory vendor'), except that no such limitation on the Employer's right to subcontract shall apply when no signatory vendor is available; when no signatory vendor meets the insurance requirements of the Employer that are reasonable in the circumstances; when specialized equipment is required and no signatory vendor possesses the necessary equipment; or when personnel with specialized skills is required and no signatory vendor has personnel with the necessary skills.

#### 2.14 Work Performed in a Higher Classification:

- (a) Any Employee may be requested to temporarily perform work in a higher job classification.
- (b) If, at the direction of the Employer, an Employee works for two (2) hours or more in a classification higher than the classification under which the Employee is called for work, such upgraded Employee shall be paid at the scale rate for the higher classification (or at the negotiated above-scale rate, whichever is greater) for the entire workday. The Employee reverts to his/her regular classification on the following day unless notified to the contrary.
- (c) If a Camera Operator is upgraded to the position of DOP or, when allowed, to the position of DOP/Operator, he/she shall be paid at the DOP rate for all time worked in that classification; if he/she works two (2) hours or more as a DOP, he/she shall be paid at the DOP rate for the entire workday.
- (d) Work time in any classification shall be credited to fulfil the minimum call of the classification in which the Employee was hired.
- (e) The application of work performed in a higher classification shall not impact the mandatory crewing provisions of this agreement.

2.15 An employee selected to perform specialized work and Employer is to negotiate and agree upon a rate in advance for such work and, if no agreement is so reached, the Employee will not jeopardize working opportunities by refusing to perform such work. The Employee may seek assistance from the Business Agent of the Union in connection with these negotiations, provided that there is no delay to the production in doing so. The Business Agent need not be present for the negotiations.

### **Article Three: Work Permits**

#### 3.01 Work Permit Application:

- (a) The Employer must apply for a Work Permit in the applicable form attached to this Agreement and the Employee shall not commence work in Western Canada until the Employer has a copy of the Work Permit signed by the Employee and endorsed by the Union.

- (b) The properly filled out Union Work Permit Application, signed by the Employee, must be accompanied by the following information prior to the Union's consideration of such a request:
  - i. The reasons for the necessity of that individual being permitted.
  - ii. A list of credits/credentials/professional awards and achievements and/or a professional resume of the requested permittee.
  - iii. Proof of the requested permittee's union affiliation(s) and standing if applicable.
- (c) All permit requests for employees who are not members of the Union must be submitted with at least five (5) working days' notice prior to the call. If there is no response to an application within five (5) working days from the date of submission, the application will be deemed granted.
- (d) All work permits granted under Article 3.03 will not result in the hiring of a counterpart position under Article 3.05.
- (e) The Employer hiring any person not represented by the Union for any job classification described in the Appendix to this Agreement shall secure a Work Permit from the Union and if necessary, secure clearance from the Human Resources Development Canada (HRDC) in cooperation with the Union.
- (f) The rates, conditions, and/or terms of this Agreement must be fully met, except when another collective agreement applies which does not diminish the terms of this Agreement.
- (g) The Employer also agrees to deduct an additional four percent (4%) of gross wages from each Employee who is not a member of an IATSE Local and remit weekly as permit fees to the Union.
- (h) No permit fees shall be deducted from trainees dispatched by the Union.
- (i) The Employer agrees to pay administration fees per Article 1.24 for all Permittees working under the Agreement and remit weekly as administration fees to the Union.

3.02 n/a

3.03 Qualified Permits:

The Employer must give consideration (including the granting of an interview if requested by the Union) to available qualified Members prior to submitting a permit request. If consideration has been proven to the Union, the Union will grant to the Employer work permits for persons who satisfy the following criteria:

- (a) Persons who hold two (2) screen credits on dramatic productions (including situation comedy) that have employed the proposed Director, Producer, or Director of Photography; or
- (b) Persons who:
  - i. hold three (3) screen credits in the position for which the persons will be employed; or
  - ii. have personally received at least one (1) nomination for an internationally recognized industry award (e.g., Academy Award, Emmy Award, Golden Globe, Genie, Gemini, Canadian Screen Awards, British Academy Award); or
- (c) Persons who will operate specialty equipment not available locally; or
- (d) Persons for whose position the Union is unable to supply qualified personnel.

Unless mutually agreed to, permits issued under Article 3.03 (a) and (b) above will be limited to one (1).

3.04 n/a

3.05 Counterpart Job Classifications: If the Employer chooses to hire an individual who is not a member of the Union and does not qualify for a work permit as set out in this Agreement, the Employer must hire a counterpart position. This counterpart position shall be filled at the discretion of the applicable department in concert with the Union. In the situation where a permit being granted is contingent on a counterpart position being hired from the Union, the member must be employed for at least the same work hours. Members must be employed concurrently for at least the same work hours, days, and rate.

3.06 Distant Location Local-Hire Work Permits: Prior to hiring local Employees on distant location who are not represented by the Union, the Employer shall advise the Union that it is seeking to hire Employees on distant location. Within three (3) business days of such notification by the Employer, the Union shall provide the Employer in writing with the names of Union members who either:

(a) reside within a thirty (30) minute by automobile radius of the headquarters established by the Employer while on distant location and who are available to work on such job assignment upon the commencement of the job assignment; or

(b) reside outside such thirty (30) minute radius, but who are willing to work as local hires on such job assignment upon the commencement of the job assignment.

Such Union represented Employees who are qualified for the job assignment in question shall be given such assignment. If the Union fails to supply the necessary number of qualified Union represented Employees to the Employer for the job assignment in question, the Employer may hire persons for the job assignment who are not represented by the Union. The Union will grant work permits to such Employees.

## **Article Four: Hours Worked, Cancellations, and Sick Leave**

4.01 Minimum Daily Call: The minimum daily call will be 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:

- a) production meetings;
- b) camera tests;
- c) location scouting

If an Employee on a four (4) hour call works more than four (4) hours with the approval of the authorized representative of the Employer, the call shall be an eight (8) hour minimum call. There shall be no split shifts. Camera tests, prep days, wrap days, and any training sessions will be an eight (8) hour minimum call.

4.02 Minimum Work Week:

- (a) Each individual Employee must be notified if they have a different and distinct work week. The Employee's work week begins on the first day worked, unless the fractional work week is utilized in order to match the Employee's schedule with the work unit's work week. A "work unit" means a first unit, second unit, splinter unit, or any identifiable group of Employees working together within the Employer's productions.
- (b) The regular work week shall consist of any five (5) consecutive days out of any seven (7) consecutive days starting on the first of such five (5) days. The sixth (6th) and seventh (7th) days shall normally be the days off.
- (c) The Employer shall not lay off and rehire the same Employee within the same work week for the sole purpose of avoiding premium pay.
- (d) No Employee shall be entitled to bump another Employee in order to receive premium pay.
- (e) Once every six (6) shooting weeks, and in the case of Episodic/Series, once between hiatus periods (i.e., between the commencement or resumption of production and a cessation of principal photography for the series for at least one week) or more frequently where agreed upon by the Employer and Union, the Employer may shift the work week without penalty by doing the following:
  - i. Shift the work week forward by adding one (1) or two (2) additional days off from the regular work week and begin the shifted work week on the following day, and



- ii. Shift the work week back:
  - a) by one (1) day, by changing the seventh (7th) day of the regular work week to the first day of the shifted work week, provided that the sixth day (6th) of the regular work week is a day off and provided that the thirty-four (34) hour rest period applies;
  - b) by two (2) days, by making the preceding work week a prorated four (4) day work week, giving the fifth (5th) day off, and making the sixth (6th) day the first (1st) day of the shifted work week, provided that the thirty-four (34) hour rest period applies.
- iii. The Union and the affected Employees shall be given seven (7) calendar days' notice of such work week shift.
- iv. The Union agrees that it will not unreasonably withhold enabling of a waiver request of the seven (7) day notice requirement of Article 4.02(e) (iii) when such circumstance giving rise to such request is beyond the reasonable control of the Employer and occurs within the seven (7) day notification period.

- 4.03 Work Performed on the Sixth Day Worked in the Work Week as Defined in 4.02 (a) and 4.02 (b): The minimum hourly rate for work performed on an Employee's sixth (6th) day worked for the Employer (local and distant locations) shall be one and a half (1.5x) times the Employee's straight time contracted hourly rate for the first eight (8) hours. Work performed after eight (8) hours worked shall be paid at the rate of two (2x) times the Employee's straight time contracted hourly rate up to and including the twelfth (12th) hour. Work performed after twelve (12) hours worked shall be paid at the rate of three (3x) times the Employee's straight time contracted hourly rate.
- 4.04 Work Performed on the Seventh Day Worked in the Work Week as Defined in 4.02 (a) and 4.02 (b): The minimum hourly rate for work performed on an Employee's seventh (7th) day worked for the Employer shall be two (2x) times the Employee's straight time contracted hourly rate for the first eight (8) hours. Work performed after eight (8) hours worked shall be paid at the rate of three (3x) times the Employee's straight time contracted hourly rate.
- 4.05 Calculation of Time: A work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day. For the purposes of computing pay for all hours, time shall be calculated in one-tenth (.1) hour increments so that an Employee shall be paid for a one-tenth (.1) hour period if the Employee works any portion of a one-tenth (.1) hour period.
- 4.06 Overtime: Except as provided above in Articles 4.03 and 4.04, hours worked in excess of eight (8) hours in days one through five (1-5) of an Employee's work week shall be calculated as follows:
- (a) Eight to Twelve Hours: Pay for hours worked after eight (8) hours worked shall be paid at the rate of one and a half (1.5x) times the Employee's straight time contracted hourly rate up to and including the twelfth (12<sup>th</sup>) hour.

- (b) Thirteen to Fourteen Hours: Pay for hours worked after twelve (12) hours worked shall be paid at the rate of two (2x) times the Employee's straight time contracted hourly rate up to and including the fourteenth (14th) hour.
  - (c) Time in Excess of Fourteenth Hours: Pay for hours worked after the fourteenth (14th) hour worked shall be paid at the rate of three (3x) times the Employee's straight time contracted hourly rate.
- 4.07 Fractional Work Week: The Employer shall pay an Employee engaged on a weekly guarantee, whose assignment starts on other than the first day of the work week established for that Employee or ends on other than the last day of the work week established for that Employee one-fifth (1/5) of his/her guaranteed weekly wages for each day worked during the fractional work week, provided that during the preceding or following work week of his/her assignment the Employee is provided a full work week. The foregoing is intended to apply to both the start and finish of production, any production hiatus, and the individual crew member coming on or off a production. An Employer may, at its discretion, reduce by one-fifth (1/5) the weekly guarantee for each day an Employee is absent.
- 4.08 Turnaround:
  - (a) Daily Turnaround:
    - i. There shall be a ten (10) hour rest period between the end of one shift and the next call. If such rest period is encroached, the Employee shall be paid for the encroached time at the same rate such Employee was receiving at the end of the Employee's preceding shift, but in no event less than one and one-half times (1.5x) the Employee's straight time contracted hourly rate. In no event shall such rate be in excess of three times (3x) such Employee's straight time contracted hourly rate.
    - ii. After fourteen (14) hours of work, which does not include the first meal period, there shall be a twelve (12) hour rest period between the end of such work period and the next day's call. Travel time for nearby locations, outside the zone is excluded in this calculation.
    - iii. When daily turnaround is encroached by two (2) or more hours for two (2) consecutive days, the Employee(s) will receive a twelve (12) hour rest period between the end of such second (2nd) consecutive day and the next day's call.
    - iv. Daily turnaround encroachment shall be calculated pursuant to subparagraph (e) below.

- v. Call time Notification Penalty: The Employer must provide a call time and location to all Employees with a minimum notification time of daily turnaround. If such rest period is encroached, the Employee shall be paid for the encroached time at the same rate such Employee was receiving at the end of the Employee's preceding shift, but in no event less than one and one-half times (1.5x) the Employee's straight time contracted hourly rate. In no event shall such rate be in excess of three times (3x) such Employee's.
- (b) Six-Day Turnaround: Where the Employee works six (6) consecutive days in a work week, there shall be a continuous thirty-four (34) hour rest period, which includes the ten (10) hour rest period in subparagraph (a)(i) above, for each Employee who works the sixth-day (6th) in a seven (7) day work week. If such rest period is encroached, such Employee shall be paid at a rate equal to two times (2x) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3x) such Employee's straight time contracted hourly rate. Such rate shall be paid for the time beginning at the start of the next call through the end of such encroached thirty-four (34) hour rest period and calculated pursuant to subparagraph (e) below. When work on a sixth (6th) day ends outside the zone, the rest period shall be (36) thirty-six hours.
- (c) Six-Day Worked Turnaround Encroachment Applicable to the Seventh Day of Work Week: Where the sixth (6th) day worked occurs on the seventh day (7th) of the work week, there shall be a continuous thirty-four (34) hour (or thirty-six (36) hour if wrapped outside the zone) rest period between the end of the shift on the fifth day (5th) and the commencement of the shift on the seventh (7th) day for each Employee who works a sixth (6th) day on the seventh (7th) day of the work week. If this rest period is encroached the Employee shall be paid at a rate equal to two times (2x) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3x) such Employee's straight time contracted hourly rate for the time beginning at the start of the sixth (6th) day worked through the end of the encroached thirty-four (34) hour (or thirty-six (36) hour if wrapped outside the zone) rest period and calculated pursuant to subparagraph (e) below. If there is work scheduled for the following day a twelve (12) hour rest period will apply.
- (d) Should there be no encroachment of this continuous thirty-four (34) hour (or thirty-six (36) hour if outside the zone) rest period no turnaround encroachment will apply and only payment per Article 4.03 shall apply.
- (e) On sixth (6th) and seventh days (7th), when work exceeds fourteen (14) hours, turnaround will be increased by an additional two (2) hours to twelve (12) hours as per 4.08 (a)(ii) above and after sixteen (16) hours of work, turnaround will be increased by an additional four (4) hours to a total of fourteen (14) hours.

- (f) Five-Day Turnaround: There shall be a fifty (50) hour rest period, which includes the ten (10) hour rest period in subparagraph (a)(i) above. If such rest period is encroached, such Employee shall be paid at a rate equal to two times (2x) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3x) such Employee's straight time contracted hourly rate. Such rate shall be paid for the time beginning at the start of the next call through the end of such encroached fifty (50) hour rest period. When work on a fifth (5th) day ends outside of the Zone, the rest period shall be fifty-two (52) hours.
  - (g) 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, or in lieu of accommodation, an additional one (1) hour of turnaround may be added.
  - (h) Statutory Holiday Turnaround: There shall be a twenty-four (24) hour rest period, in addition to the rest periods described in subparagraphs (a)(i), (b) and (c) above, for each Employee for a Statutory Holiday. If such rest period is encroached, such Employee shall be paid at a rate equal to two times (2x) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3x) such Employee's straight time contracted hourly rate. Such rate shall be paid for the time beginning at the start of the next call through the end of such encroached thirty-four (34) hour rest period, fifty-eight (58) hour rest period or seventy-four (74) hour rest period, which ever applies, and calculated pursuant to subparagraph (e) below.
  - (i) When turnaround is encroached by one-half (.5) hour or less, there shall be a payment of one-half (.5) hour of the encroachment rate. If the rest period is encroached by more than one-half (.5) hour, the encroachment rate shall be computed in one-tenth (.1) of an hour increments for the encroached period.
- 4.09 Force Majeure: The Employer may declare a Force Majeure, cancelling work calls, laying off Employees during a work day, or otherwise suspending production without prospective obligations to Employees, as the result of an inability to provide work because of an unforeseen circumstance beyond its reasonable control. Force Majeure includes, but is not limited to: riot, war, fire, earthquake, hurricane, flood, injury, illness, labour dispute, strike, or the failure or inability of a key cast member to perform or the director to undertake his/her duties, or governmental regulation or order in a national emergency. In such unforeseen circumstance, the Employer shall furnish a statement in writing to the Union within twenty-four (24) hours, or as soon thereafter as practicable, as to the reason for the Force Majeure. Employees must be notified two (2) hours before the Employee's call. Employees who have arrived for work without receiving notification two (2) hours prior to their call are entitled to payment for the minimum daily call.

- 4.10 Cancellation of Call: The Employer 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.

This cancellation language will also apply to run of show crew.

- 4.11 Change of Call: Any Employer may postpone an Employee's call with a minimum notification of the number of hours of daily turnaround in effect per Article 4.08(a)(v).
- 4.12 Stand-By Calls: There shall be no stand-by calls. Hiatus, holidays or days that would otherwise constitute the sixth (6th) or seventh (7th) day worked in the Employee's work week are not considered regular days of work. When an Employee is dismissed on the fifth (5th) day worked in the work week with a call for work on the first (1st) day of the following work week, it shall not be considered a relay or stand-by call. The above also applies to calls spanning a hiatus or holiday.
- 4.13 Hiatus: In the event of a hiatus (a break or gap in a continuing production or series of productions without compensation), which exceeds thirty (30) days, Employees shall be free to seek employment on other productions and each party shall be deemed to have provided sufficient notice to the other of the termination of employment.
- 4.14 Paid Sick Leave: An Employee is entitled to paid sick leave as follows:

- (a) Calculation of paid sick leave:

Total # of Days Worked	Total # of Paid Sick Days
Less than 40	1
41-60	2
61-80	3
81-100	4
100+	5

- (b) A day of sick leave shall be equal to eight (8) hours at the Employee's straight time hourly rate.
- (c) There shall be no discrimination or retaliation against any employee for exercising the right to use paid sick leave.
- (d) Sick leave applies to run of show employees as defined in Article 10.07(e), and does not apply to day call employees.

## Article Five: Travel

### 5.01 Studio Zones (Schedule (B)):

- (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 the Union, 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. Additional Studio Zones may be established through negotiations on a case-by-case basis provided that the Union receives notice of any request at least one (1) week in advance of the establishment of any agreed-to zone.
  - (d) The studio zones for Calgary shall be defined as per the sample mileage tables in the attached map. The zone is based on time spent traveling from any off ramp exiting Stoney Trail (HWY 201) with the outer limits calculated by 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 the Union. The Union will allow 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 and illustrated in the attached map.
  - (f) Edmonton, Saskatoon, and Regina shall be consistent with the Union's historical practice for those cities.
  - (g) If a member identifies a driving safety issue, including fatigue or dangerous weather conditions, from a nearby or distant location, the employer shall provide accommodations.
- 5.02 Travel Within Studio Zones: Employees agreeing to use their private vehicles for production use will be paid a minimum of fifty-nine cents (\$0.68) per kilometre, or per CRA standard. This Article shall not apply if on-production Employees are driving from one location within the Studio Zone to another location within the same Studio Zone during the course of the work day.
- 5.03 Travel Time Payment:
- (a) When Employees are required to work at a location beyond the boundaries of the Studio Zone, the Employer agrees to originate and terminate the call at the Studio Zone. If any location requires Employees to travel in and out of the Studio Zone in order to reach their destination, the Employees' workday will begin at the moment they first leave the zone. Each Employee will have only one departure zone at the start of the work day and one destination zone at the end of the work day. Turnaround is calculated from the edge of the Studio Zone at the prevailing rate.

- (b) On days when no work is to be or has been performed by the Employee, travel shall be compensated with an allowance equivalent to four (4) hours at the Employee's straight time contracted hourly rate or at the Employee's straight time contracted hourly rate for time travelled, whichever is greater. The second (2nd) consecutive day of travel shall be paid as a day worked at no less than the rate for such travelling Employee's minimum call for that day of the Employee's work week.
  - (c) When overseas travel is planned the Employer shall, in good faith, negotiate with the Union's Business Agent the travel arrangements in advance to mitigate extended travel periods.
- 5.04 Nearby Location: For locations outside the boundaries of the Studio Zones where the Employee will not be required to be lodged overnight, the Employer shall provide transportation to and from the location from a marshalling point or points within the Studio Zones. If this transportation is provided, Employees shall be obligated to use it. However, the Employer may, at its discretion, grant an Employee's request to be excused from the obligation to use the transportation provided by the Employer, in which case the Employee's travel shall be at the Employee's own expense and the Employee shall not receive pay for travel time. As an alternative, the Employer may pay each Employee using their own vehicle, sixty-eight cents (\$0.68) per km for kilometres, or per CRA standard, driven from the nearest Studio Zone limit to the location and then back to the nearest Studio Zone limit. Turnaround is calculated from the edge of the Studio Zone.
- 5.05 Parking: Whenever the Employer does not provide transportation and Employees use personal vehicles to transport themselves to any type of location, the Employer shall provide secure or supervised parking and reimburse each Employee for parking fees on the same day that the fees are incurred. Parking will be provided within a reasonable distance from the work site. A reasonable distance is defined as six (6) minutes either by walking or shuttle as per Google Maps.
- 5.06 Distant Location: Distant Location is defined as any work location that is situated further than a one (1) hour drive from the edge of the Studio Zone.

When housed overnight or longer, on location outside a Studio Zone, the Employee shall receive, in addition to the applicable wage scale, all necessary lodging expenses (lodging to be single occupancy equal to the Canadian Automobile Association (CAA) standards where reasonably available) plus approved per diem and transportation expenses, which includes mileage to, from, and while on the job.

- 5.07 Per Diem Allowance:
  - (a) On Distant Locations within any of the Canadian Provinces or Territories, the Employee shall be paid in advance, a per diem allowance not less than seventy-five dollars (\$75.00) per day; all mountain resort areas eighty dollars (\$80.00) per day; and U.S. locations eighty dollars (\$80.00 U.S. funds) per day. However, lunch, if provided at the expense of the Employer, may be deducted from the per diem allowance in the following manner: Lunch – fifteen dollars (\$15.00). There are no partial per diems and lunch is the only meal deductible.

- (b) The Employer agrees that when meals and extras of the above noted standards are NOT available at the total allowance cost, then the Employer will pay the difference to each Employee.
  - (c) The Employer agrees to add per diem as a separate non-taxable line item on pay cheques. The Employer will make efforts in good faith to pay per diem to loan out corporations by separate cheque the same week ending.
- 5.08 Unworked Sixth or Seventh Days, or Statutory Holidays on Distant Location: An Employee on distant location shall receive \$150.00 per diem, \$160.00 in resort areas on an unworked sixth (6th) day in lieu of any other payment and \$150.00, \$160.00 in resort areas on an unworked seventh (7th) day in lieu of any other payment. An Employee on distant location shall receive a \$75.00 per diem on an unworked Statutory Holiday in lieu of any other payments. For all additional days not worked while on distant location, the Employee will receive eight (8) hours of straight time pay plus \$75.00 per diem. Above calculations in U.S. locations will be based on an \$80.00 U.S. funds per day per diem. With respect to the foregoing, fringe payments shall not apply.
- 5.09 Insurance:
- (a) Travel Insurance: It is agreed that the Employer shall provide the following while inspecting, rehearsing, travelling or shooting: The Employer shall provide insurance in the amount of one million dollars (\$1,000,000.00) against accidental death and/or dismemberment to be payable to the member, their heirs, assigns, next of kin, or estate and all premiums shall be paid by the Employer. The policy shall be kept in force and effect at all times until the Employee returns to their home base.
- A copy of these insurance policies will be submitted by the Employer to the Union office one (1) week prior to the start of the production.
- 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.
- (b) Workplace Insurance Coverage: When hiring a Loan Out Corporation (Independent Contractor), the Employer must ensure the Employee has WCB coverage through the appropriate provincial jurisdictions.
- 5.10 Environmental Warnings: Each Employee will be informed prior to departure as to what can be expected in respect to weather conditions at or near the shooting site so that he or she may reasonably provide himself or herself with suitable clothing and/or equipment. In extreme hot or cold weather, the Employer shall make available to the Employees suitable clothing and gear to cope with such conditions.

Recognized guidelines for working in extreme temperature conditions must be adhered to, including:

Extreme heat

- a) Tents for cooling and shade
- b) Cool water stations
- c) Personal body cooling equipment
- d) Monitor exposure times

Extreme cold

- a) Heated shelters
- b) Adequate insulated dry clothing
- c) Warm drinks
- d) Monitor exposure times

5.11 Winter Travel: When work takes place during winter months, the Employer and Employees must be aware of the dangers of driving in adverse blizzard conditions.

- a) Any weather advisories or road closures issued by Environment Canada, local police, or RCMP must be followed by all crew members. Driving during dangerous highway conditions shall be considered dangerous work and Employees may refuse that work with no penalty.
- b) If conditions worsen such that it is too dangerous for the return at the end of the work day, all travel must take place and be completed during daylight hours. If conditions are such that daylight travel is not possible, the employer shall provide overnight accommodation for the Employees affected.

## Article Six: Meals

6.01 Scheduling Meal Periods: An Employee's first meal period shall commence within six (6) hours after the time of his/her first daily call; subsequent meal periods shall commence within six (6) hours after the end of the preceding meal period. An Employee's first meal period shall commence no earlier than two (2) hours after the Employee reports to work.

6.02 Early Call Employees (Non-Deductible Breakfast): An Employee required to report prior to the general crew call shall be provided a reasonable hot meal, which shall be paid-through as time worked. Such paid-through meal (a.k.a. "Non-Deductible Breakfast") shall be no less than eighteen (18) minutes in duration. During this paid-through meal period, the Employee will be freed of all activity. Such paid-through meal must be within two (2) hours before general crew call or two (2) hours after general crew call and shall not be considered the first meal. The next meal period shall be no later than six (6) hours from general crew call, otherwise meal penalty will be calculated from the start of the Employee's pre call.

The foregoing paid-through does not change the provisions of Article 6.04 regarding nine (9) hours' work without a break. Such nine (9) hour period will be calculated from the end of the paid-through meal. For purposes of establishing the beginning of such nine (9) hour period only, and not for purposes of establishing whether a paid-through meal was taken, the employee shall record the time of such paid-through meal on their time sheet. Accurate N.D.B. times must be noted on time sheets.

- 6.03 Meal Periods: For the first (1st) meal period of the work day, all Employees are to receive an unpaid meal period of thirty (30) minutes.

Thirty (30) minutes maximum will be deducted from Employees' time sheets for such meal period received. The meal period will commence when the last Employee has been served and seated. Adequate time will be allowed for persons to get to and from a place of eating. Penalty will accrue after the thirty (30) minute meal period. An unpaid one (1) hour meal period shall be permitted on a case-by-case basis upon request to the Business Agent within two (2) days in advance.

The second (2nd) meal period shall be paid through as time worked. The "non-deductible meal" described in Article 6.02 above shall not be counted as a meal period.

Rolling lunches are not permissible under this Agreement.

- 6.04 Calculation of Meal Penalty: 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.
  - i) First 2/10 (.2) of an hour: if grace period is violated, \$3.00 for each 2/10 (.2) hour increment.
- (b) Next 3/10 (.3) of an hour: \$9.00 for any portion thereof.
- (c) Next one (1) hour: \$3.50 for each 1/10 (.1) hour increment.
- (d) Thereafter: \$4.00 for each 1/10 (.1) hour increment.

The first 2/10 (.2) of an hour grace period shall not be scheduled nor automatic, nor is it intended for everyday use. The grace period may only be utilized for the first meal period, for a maximum of twice (2x) per work week in total, and shall only be used to complete a shot in progress; no lens changings, no blocking changes. The grace period may not be utilized when the meal period has been extended as permitted by Article 6.05. If grace period is violated, a penalty of \$3.00 for each of the first 2/10 (.2) of an hour increment will apply.

At no time shall any work period extend past nine (9) hours without a meal break. French Hours shall not be construed to violate this provision. If the maximum work period is breached, the minimum penalty shall be triple (3x) the prevailing meal penalty retroactive to the end of 6<sup>th</sup> hour worked without a meal break and the Union may grieve the breach. The Union must be notified immediately of the violation.

- 6.05 Meal Period Extensions: For wrap, the six (6) hour work period following the end of the last meal period may be extended by the Employer for a maximum of 5/10 (.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.

6.06 French Hours: Each Employer, with ten (10) hours' notice, may institute a "French Hours" system, which consists of:

- (a) A maximum eleven (11) hour period of elapsed time commencing with the general crew call and ending after camera wrap, which includes one (1) hour of paid meal period before work begins; or includes one-half (1/2) hour paid meal period before the shift begins and two (2) fifteen (15) minute paid breaks during the rest of such eleven (11) hour period.
- (b) Should work continue past the eleventh (11<sup>th</sup>) hour, such work shall be paid for by the additional payment of the applicable rates of overtime pay.
- (c) Any Employer that institutes French Hours will provide a continuing hot buffet on set, accessible to all Employees.
- (d) Meal penalties shall apply if work continues past eleven (11) hours of elapsed time commencing with the general crew call, in which case meal penalties shall be paid commencing at the end of the sixth (6<sup>th</sup>) hour from the beginning of the general crew call.
- (e) All Employees not on scheduled French Hours shall be accorded the meal standards per 6.01 and 6.11 of this Agreement.
- (f) Once a French Hour work day has commenced, the Employer cannot revert to a regular work day.

6.07 Meal Periods for Employees Working Off-Set: Any Employee working off-set shall be responsible for scheduling their own meal periods at five (5) hour intervals and shall not incur meal penalties, however:

- (a) When an off-set Employee is required to work on a nearby location (i.e. outside a Studio Zone) where convenient meal facilities are lacking, then the Employer will furnish meals unless the Employee is notified no later than the night before reporting to work that such facilities are lacking. If the Employer fails to provide such notice to the Employee or to the Union when requesting dispatch, the Employee will be paid a meal allowance of \$25.00 on the next regular paycheque.
- (b) When the Employer furnishes meals to a shooting unit away from any studio facility and an off-production crew is working on the same site at the same time for the same production, the Employer, at its discretion, may furnish meals to the off-production crew.



6.08 Shelter and Washroom Facilities:

- (a) Shelter: The Employer will ensure suitable shelter for serving catered meals.
- (b) Washroom Facilities: The Employer will ensure adequate, conveniently located sanitary washroom facilities on all temporary or permanently established pre-production, production, and post-production work sites. These facilities must be per provincial standards. The Employer will ensure that provided washrooms are equipped with hand washing facilities with hot water and are stocked with sufficient supplies of soap, toilet paper, and individual clean towels. Where the washrooms lack hand washing facilities, the Employer will place within immediate proximity to the washrooms adequate hand washing stations.
- (c) Menstruation Products: The Employer will take necessary steps to ensure menstruation products are made available to Employees in all workplace washrooms at no cost to employees.

6.09 Beverages/Environmental Awareness: The Employer shall provide coffee, tea, ice water and other soft beverages and make them accessible to all on-set Employees throughout the work day. If such service is not provided, or is deemed inadequate by the Steward, a coffee break of fifteen (15) minutes shall be taken every three (3) hours. The Employer also shall supply suitable beverages to off-set Employees working in isolated areas. Further, the Employer shall use its best efforts to supply environmentally compatible containers for all such beverages.

6.10 Absence of Catering and Culinary Selection: In the absence of catering, all Employees shall receive a meal break of sixty (60) minutes. Adequate travel time to and from a restaurant or other eating establishment shall be considered time worked but shall not incur penalties.

6.11 Proper Meal: Adequate hot meals with a reasonable selection shall be provided. It is understood and agreed that snacks (i.e. soft drinks, hot dogs, pizza, etc.) do not constitute a proper meal.

**Article Seven: Holidays**

7.01 Statutory Holidays: The following days are defined as Statutory Holidays and must be observed with a day off: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, \*Provincial Civic Holiday, \*Family Day, \*Louis Riel Day, and any other Holiday prescribed by regulation throughout the term of this Agreement.

(\*These specific holidays will be observed in their respective provincial jurisdictions only.)

The days of Christmas Eve and New Year's Eve shall not be considered holidays. Notwithstanding the above, any Employee working after four o'clock p.m. (4:00 p.m.) on either day shall be paid three (3x) times the Employee's straight time contracted hourly rate thereafter.

- 7.02 Payment of a Statutory Holiday Worked: The minimum hourly rate for work performed on a Statutory Holiday worked for the Employer (local and distant locations) shall be one and a half times (1.5x) the Employee's straight time contracted hourly rate for the first eight (8) hours. Work performed after eight (8) hours worked shall be paid at the rate of two times (2x) the Employee's straight time contracted hourly rate up to and including the twelfth (12<sup>th</sup>) hour. Work performed after twelve (12) hours worked shall be paid at the rate of three times (3x) the Employee's straight time contracted hourly rate.
- 7.03 Payment for an Unworked Statutory Holiday: Payment for an unworked Statutory Holiday shall be compensated at three percent (3%) of gross wages. An Employee engaged on a weekly guarantee will have their weekly rate or guarantee reduced by one-fifth (1/5) for each unworked holiday that falls within the Employee's guaranteed work week.
- 7.04 Holidays and the Guaranteed Period of Employment: Holidays shall apply against a guaranteed period of employment whether worked or not.
- 7.05 Waiver of Designated Holiday: When a holiday, other than Christmas Day, Boxing Day, Family Day/Louis Riel Day, Good Friday, National Day for Truth and Reconciliation, Remembrance Day and New Year's Day, falls on the second (2nd), third (3rd), or fourth (4th) work day of the work week, the Employer may request a waiver from the Union to allow the first (1st) or fifth (5th) work day of the work week to be designated and observed as the holiday, so that the actual holiday shall be worked and paid for at straight time. The Union shall automatically grant the waiver when requested by the Employer: If a holiday falls on a Saturday or Sunday, a lieu day must be given on Friday and Monday, respectively.
- (a) to accommodate the needs of the production; or
  - (b) to accommodate the scheduling wishes of the crew, as reflected in a secret ballot vote of a majority of the crew voting. The Employer shall request the waiver from the Union no later than seven (7) calendar days prior to the actual holiday.

**Article Eight: N/A**

**Article Nine: Payment of Wages**

- 9.01 Payroll Period: For the purposes of uniformity, the payroll period shall be from 12:01 a.m. on Sunday of the work week to 12 midnight on Saturday of the work week, except if work beginning on Saturday runs past 12 midnight (12:00 a.m.), work time after 12 midnight (12:00 a.m.) shall be credited to Saturday. All times shall be computed in one-tenth (1/10th) of an hour increments. Each Employer shall not make deductions from any such wages unless authorized by statute, court order, arbitration award, or this Agreement.

- 9.02 Medium of Wage Payment and Pay Day: All wage payments shall be made by cheque, Electronic Funds Transfer, or cash evidenced by a written voucher receipted by the person to whom such cash is paid. Employee pay cheques shall be ready no later than four o'clock p.m. (4:00 p.m.) of the fourth (4th) work day following the week worked. The Employer will include in the copy of the time report attached to the Employee's pay cheques the following: Employee's name and address; job classification; pay period ending date; the Union; dates worked; hours worked; wage and overtime rates; itemization and identification of all allowances, penalties, premiums and fringes paid and deductions made; and gross and net amounts of the Employee's cheque for the pay period and year to date totals for gross wages, deductions, allowances, penalties, premiums and fringes.

A copy of the Employees' time report and time sheet will be forwarded to the Union, accompanied by all applicable remittances, on a weekly basis. If a Saturday, Sunday, or holiday falls on a regular pay day, payment will be made on the preceding work day. The Employer will distribute pay cheques to the Employees during their shifts that day. If, for any reason, this is not feasible in the case of any individual or group of Employees, the Employees involved shall be so notified by the Production Manager before the end of their shifts and advised by the Production Manager as to the time when their pay cheques will be available. In any such case, the pay cheques shall be given to the Production Manager or the person designated by the Production Manager to distribute the cheques.

- 9.03 Payroll Service: In the event an Employer uses a payroll company or other outside person(s), or entity (herein referred to collectively as the "payroll service") to handle or facilitate the payment of wages or other benefits to or on behalf of an Employee or Employees covered by this Agreement, the Employer agrees and acknowledges that it is and remains the Employer of such Employee(s) for the purposes of all the provisions of this Agreement, and that the Employer remains liable and responsible for compliance with such provisions.

9.04 Termination Pay:

- (a) If the Employment Insurance Separation Certificates and pay cheque are not given to the Employee at the time of termination, they shall be sent by the Employer to the Employee within three (3) working days of the time of termination. If terminated while on distant location, the Employee shall be entitled to room and board at no cost until the Employee is provided return transportation.
- (b) As directed by the Employee, a cheque mailed to the address of the Employee, or to the Union office, within the time as required above, is payment hereunder.

- 9.05 Time-Keeping: Each Employer shall maintain an adequate system of time-keeping to record the times that an Employee reports for and leaves work each day, and to record the commencement and completion of the Employee's meal period(s). The time records shall be open to inspection by a duly authorized representative of the Union at reasonable times and for reasonable cause upon giving the subject Employer reasonable notice. No employee shall be required to sign a blank timesheet.

- 9.06 **Assignment of Wages:** Pursuant to the applicable Labour Relations legislation, the Employer will honour an Employee's written assignment of wages to the Union unless the assignment is declared null and void by the applicable Labour Relations legislation or is revoked in writing by the assignor. The Employer will also deduct any fines, assessments, or arrears in membership dues that are not prohibited by the applicable Labour Relations legislation. The Employer will remit to the Union, on a monthly basis, a written statement containing the names of Employees for whom deductions were made and the amount of each deduction along with a copy of any revocation of the assignment. The Employer shall have no financial responsibility for the fees or dues of any Employee and the Union shall hold the Employer harmless for any costs or damages arising from fines, assessments, or membership dues deducted by the Employer.

## **Article Ten: Lay Off, Discharge, Reprimands and Severance**

### **10.01 Guaranteed Period of Employment:**

- (a) The obligation of an Employer upon entering into a deal memo for the employment of any Employee to furnish services during guaranteed periods of employment shall be wholly satisfied by the payment of the contracted wages and benefits for the applicable guaranteed period.
- (b) If any Employee is terminated before the completion of the guaranteed period of employment, the Employer shall pay the Employee all remaining unpaid non-deferred, non-contingent wages as provided in the Employee's deal memo. The provision above shall not apply and the Employer shall not be obligated to pay the Employee for the guaranteed period if:
  - i. the Employer has discharged the Employee with just and reasonable cause; or
  - ii. the Employer has terminated the Employee in accordance with the Force Majeure provisions of this Agreement; or
  - iii. if the Employee fails to render services.

- 10.02 **Lay-Off Defined:** "Lay-Off" means a temporary or permanent severance of employment — other than discharge — due to a shortage of work, including Holiday, Hiatus, scheduled termination, or general payroll default.

- 10.03 **Weekly Employees - Notice of Lay-Off and Severance Pay:** All weekly Employees shall be given one (1) week's notice, or one (1) week of severance pay in lieu of such notice, or a combination thereof. In turn, all weekly Employees shall give the Employer one (1) week's notice before resigning and if such Employee fails to do so, the Employer will not be required to re-employ such Employee. Weekly rates are based on sixty (60) guaranteed hours per week which is equivalent to seventy (70) "pay hours".

- 10.04 **Daily Employees - Notice of Lay-Off:** Daily Employees will be notified prior to the end of their shift with an Employer if they have a call with that same Employer for the next day.

- 10.05 Written Guarantee: The guaranteed length of employment shall be daily or weekly. A guarantee for a longer term shall be specifically set forth in writing. An employee may be replaced following completion of the guaranteed period of employment.
- 10.06 Discharge: No Employee shall be discharged (as distinguished from replacements or layoffs) by an Employer without just and reasonable cause. If the Union believes the action to be unjustified, the Union may file a grievance, which shall be handled in accordance with Article Eleven. Any party to the grievance under this Article may make a written demand for an expedited arbitration pursuant to Article 11.05. The Arbitrator shall have the power to reinstate the Employee with or without full compensation, to award damages in lieu of reinstatement, or to sustain the discharge. Refusal to comply with an order, directive, or assignment that is unlawful, unsafe, or which is known by the Employee to be in violation of a location permit shall not result in discipline or discharge. An Employer will not be required to re-employ an Employee previously discharged by such Employer under this Article.
- 10.07 Probationary Period and Severance:
- (a) A weekly Employee or those hired on an hourly rate for the run of show shall be considered as a probationary Employee for a period of thirty (30) calendar days.
  - (b) A probationary Employee who is dismissed on the grounds of unsuitability or the inability to meet the artistic standards set by the Employer shall nevertheless receive a severance payment of one (1) week's wages. The Employer shall notify the Union in writing of any such dismissal.
  - (c) In the event of a severance of employment other than a probationary discharge, an Employee employed on a weekly basis shall be entitled to one (1) week's notice in writing or one (1) week's severance pay in lieu of such notice or a combination thereof. An Employee employed on a daily basis shall receive verbal notice of severance at the end of the work day, or in lieu of such notice, shall receive one (1) day's wages.
  - (d) In the event of discharge for just and reasonable cause, the onus of proof rests upon the Employer.
  - (e) For the purposes of this Agreement, a weekly Employee shall be an Employee who is engaged on a weekly guarantee or is employed on an hourly rate for the run of the show. A run of show Employee is any employee hired with the expectation of being available full time for all days of principal photography. All other Employees hired on an as needed basis shall be considered daily Employees.
- 10.08 Progressive Discipline: With respect to weekly Employees, as defined in 10.07, the Union and the Employer agree that the principles of progressive discipline shall be applied in appropriate circumstances. The Employer agrees to provide the Union with a copy of a written "Reprimand" and/or written "Notice of Discipline," which exceeds a written "Reprimand" in severity, and/or a written "Notice of Dismissal."

- 10.09 Severance in Case of Death: In the event of the death of an Employee, the Employer shall pay to the Employee's designated beneficiary, or if no such designation was made by such Employee prior to death, to the Union in trust to be distributed to the Employee's estate, an amount equal to the amount of severance pay such Employee would have received had they been dismissed on the date of their death.

## **Article Eleven: Grievance and Arbitration**

- 11.01 Statement of Policy: The Union member(s) and the Employer recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time consistent with the provisions of this Article. The Union shall make a careful and thorough investigation of an Employee's complaint before submitting it under the grievance procedure in order to ascertain whether, in its opinion, the complaint is reasonably justified under the terms of this Agreement and that there is reasonable ground to believe that the claim is true in fact. No Employee shall be discriminated against for reasonably making a complaint or filing a grievance asserting a violation of this Agreement. There shall be no slowdown, disruption or stoppage of work including strikes or lock-outs.
- 11.02 Grievance Defined: All complaints, discipline, disputes, or questions of the Employer or the Union, as to the interpretation, application, or performance of this Agreement (excluding jurisdictional disputes) or any deal memo, including any question about whether a matter is arbitrable, shall be settled between the Employer directly involved and the duly authorized representative of the Union. Any party to the grievance may participate in grievance meetings.
- 11.03 Grievance Procedure:
- (a) To be valid, grievances must be filed within thirty (30) calendar days of the occurrence of the event(s) upon which the grievance is based, or, within thirty (30) calendar days after the facts underlying the grievance became known or should have reasonably become known by either the Employee, Employer, or the Union — which ever should have first reasonably gained knowledge of the facts underlying the grievance — but in no case more than one hundred eighty (180) days from the event giving rise to the grievance. A grievance is filed by delivering to the other party a written statement of grievance which shall set forth the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the grievant, and the relief sought. If either the Employer or the Union fail to agree to meet within fourteen (14) calendar days after the receipt of the statement of grievance, or they do meet and fail to resolve the grievance, then the Employer or the Union, may proceed to final and binding arbitration pursuant to Article 11.04 or:
  - (b) Other than a written Arbitrator's award, any other settlement or withdrawal of a grievance shall be non-binding and non-citable in any subsequent grievance or arbitration unless the bargaining parties to this Agreement agree in writing to adopt the settlement for purposes of contract interpretation.



- 11.04 Arbitration Procedure: If the grievance procedure fails to resolve the grievance, either party to the grievance may proceed to final and binding arbitration as permitted by Article 11.03 by delivering to the other party a written demand for arbitration which shall set forth the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the claimant, and the relief sought. Such demand must be served not later than thirty (30) days after the filing of the grievance or the grievance will be waived. Within fourteen (14) calendar days following service of the demand for arbitration, or within such additional time as the parties mutually agree upon in writing, the parties will attempt to mutually agree upon an Arbitrator selected from the list of Arbitrators of the applicable Provincial Arbitrator's Association, or a mutually agreed upon arbitrator.

An Arbitrator named on the list of Arbitrators of the applicable Provincial Arbitrator's Association may at any time, by mutual agreement, be bypassed or removed from consideration and another Arbitrator substituted. If possible, the date of the arbitration hearing will be within fourteen (14) calendar days from the date the Arbitrator is selected. The Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on the parties, including the grievant, and fully enforceable in a Court of competent jurisdiction. The Arbitrator shall present a written decision, unless the parties to the arbitration mutually agree that a written decision is not necessary. The Arbitrator's written decision shall be issued within thirty (30) calendar days from the date final arbitration briefs, if any, are submitted, or the last day of the arbitration hearing, whichever is later.

- 11.05 Expedited Arbitration: Expedited Arbitration is available only in cases in which it is specifically permitted under this Agreement, or upon the mutual consent of the parties to the arbitration. Within five (5) business days of receipt of a written demand for an expedited arbitration in cases that permit expedited arbitration under this Agreement, or within five (5) business days of a written agreement to proceed to an expedited arbitration, an Arbitrator named on the list of Arbitrators of the applicable Provincial Arbitrator's will be selected by the parties. Any Arbitrator may, by mutual agreement, be bypassed or removed from consideration and another Arbitrator substituted.

The date of the arbitration hearing will be within fourteen (14) calendar days from the date the Arbitrator is selected. The Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on the parties, including the grievant, and fully enforceable in a Court of competent jurisdiction. The Arbitrator shall present a written decision, unless the parties to the arbitration mutually agree that a written decision is not necessary. Arbitration briefs, if any, must be submitted no later than noon on the day after the arbitration hearing. The Arbitrator's written decision shall be issued within five (5) calendar days from the last day of the arbitration hearing or the date final arbitration briefs, if any, are submitted, whichever is later.

- 11.06 Arbitrator's Authority: The Arbitrator shall have the power to determine and resolve the issue(s) and only award wages, benefits, and/or protections consistent with the contract, which are necessary to ensure the Employee or Employer receives the benefit of the bargained wages, benefits and/or protections. The Arbitrator shall not have the power to amend, modify or effect a change in any of the provisions of this Agreement, award punitive damages, award money damages to the Union or the Employer, or to determine jurisdictional disputes.

11.07 Costs: The Arbitrator's fees and a court reporter's fees shall be borne equally by both Parties. Expenses of witnesses, however, shall be borne by the Party who calls them.

## **Article Twelve: Safety**

12.01 It is agreed by the parties that great emphasis shall be placed on the need to provide a safe working environment. In that context, it shall be the responsibility of each Employer:

- (a) to provide employment and places of employment which are safe and healthful for the Employees.
- (b) to provide and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and places of employment safe and healthful.
- (c) to do every other thing reasonably necessary to protect the life, safety and health of Employees.
- (d) to not require or permit any Employee to enter into or be in any employment or places of employment which are not safe and healthful.

12.02 Every Employer and every Employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to the applicable occupational health and safety and workers' compensation legislation.

12.03 No Employer or Employee shall:

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

12.04 Rigid observance of safety regulations must be adhered to and willful 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 Employer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual Employee with regard to preventing incident to themselves or their fellow Employees.

A Shop Steward or alternate will attend Joint Health and Safety Committee meetings.

12.05 Employers are required to conduct risk assessments and provide written procedures to address hazards, including smoke from wildfires.

## 12.06 Incident Reporting

- (a) The Employer will copy the Union with all Workers' Compensation Board Form 7 or their provincial equivalents and Incident/Near Miss Investigation Reports within five (5) days of being provided to WCB. In addition:
- (b) The Employer shall inform the Union as soon as reasonably practical when a workplace incident has resulted in an Employee being transported to hospital.

## **Article Thirteen: Employee Indemnification**

13.01 Employee Indemnification: The Employer will defend, indemnify, and save harmless any Employee (including persons engaged through a loan-out company) for liability incurred during the effective dates of the Agreement and in the course of performance of the Employee's assigned duties and performed within the scope of his/her employment for the Employer that resulted in bodily injury, property damage suffered by any person(s) subject to the following conditions:

- (a) This shall not apply in any instance in which such injury, loss or damage is the result of or caused, in whole or in part, by the gross negligence or willful misconduct of the Employee. For the purpose of the Article, gross negligence is defined as circumstances when it must be plain the magnitude of the risks involved are such that, if more than ordinary care is not taken, a mishap is likely to occur in which loss of life, serious injury or grave damage is almost inevitable.
- (b) The Employee shall cooperate fully in the defense of the claim or action, including, but not limited to, providing notice to the Employer immediately upon becoming aware of any claim or litigation, attending of hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

13.02 Duration of Protection: The protection provided to the Employee by Article 13.01 is also personal to the Employee and may be enforced by any Employee in any appropriate court or statutory forum. The protection provided to the Employee in Article 13.01 does not expire with the expiration of the Agreement but will continue with regard to any claim made against an Employee after the expiration of the Agreement for liability that was incurred in the course of performance of the Employee's assigned duties performed within the scope of his/her employment for the Employer.

13.03 Indemnification: It is expressly understood and agreed that the Employer shall have no recourse of any kind against the Union in respect to training or the issuance of a certificate of training to any Employee under the provisions of any Federal, Provincial, Territorial or Municipal regulating agency.

## **Article Fourteen: Performance Bonds**

### **14.01 Performance Bonds**

- (a) Simultaneous with the execution of this Agreement, the Employer shall deposit a bond via wire transfer or certified cheque with the Union in an amount equal to two (2) weeks of estimated payroll and employer benefit contributions for all employees covered by this Agreement. This deposit shall be returned to the employer when all wages and benefits have been paid and when all grievances, if any, have been settled.
- (b) At the conclusion of each of the last two weeks of production, the Employer may request that the funds on deposit with the Union be reduced by amounts sufficient to pay the week ending payroll and employer benefit contributions for all employees covered by this Agreement. The Union shall not unreasonably refuse to grant this request provided there remains on deposit an amount sufficient to cover the remaining period of production and post production, and all wages and benefits have been paid to date for all employees covered by this Agreement, and all grievances, if any, have been settled. The remaining balance shall be returned to the Employer two weeks after the end of post production provided that all wages and benefits have been paid and all grievances, if any, have been settled.

## **Article Fifteen: Employee Assistance Program**

- 15.01 EAP: The Employer agrees to endorse the concept of the Union's Employee Assistance Program (EAP) for substance abuse counselling. The parties also agree that such a program is best administered under the aegis of the Union's Health & Welfare Trust.

An Employee who has a substance abuse problem which interferes with job performance or attendance will be disciplined in accordance with normal disciplinary procedures as outlined in this Agreement. However, in cases where such abuse problem is made known to the Employer by the Employee or the Union before the Employee is discharged or disciplinary action is taken the Employer will give advance notice to the Employee's Union and will meet or confer with a Union representative.

As a part of these procedures or as an alternative thereto, such an Employee may be referred to counselling through the EAP. Any Employee who refuses to accept treatment through such a program or who is disciplined again or discharged pursuant to this Article by the Employer for unsatisfactory job performance or other misconduct arising out of or resulting from substance abuse shall not be entitled to have the second or subsequent disciplinary action(s) reviewed pursuant to the grievance or arbitration procedure. Notwithstanding the participation by any Employee in an EAP, the Employer and the Union recognize that each Employee is and remains responsible for his/her own satisfactory job performance.

**Article Sixteen: Entirety**

- 16.01 Entirety: Except for the provisions of applicable legislation and each Employee's deal memo, this Agreement, which hereby incorporates by reference the attached Forms, Documents and "Work Permit Form" is the entire understanding between the Parties.

**Article Seventeen: Term of Agreement**

- 17.01 Term: The term of this Agreement shall commence on April 1, 2023 through March 31, 2024. All of the provisions hereof shall continue in force until such time as a successor agreement is concluded.

## Schedule (A) – WCA Budget Based Tiers 2024 – 2025

	FEATURE/LONG FORM RATES				EPISODIC/SERIES RATES			
	FEATURE A	FEATURE B	FEATURE C	FEATURE D	EPISODIC A	EPISODIC B	EPISODIC C	EPISODIC D
	Over 20M	14-20M	8-14M	3-8M	>6M/ep	4-6M/ep	2-4M/ep	.8-2M/ep
Director of Photography	\$131.98	\$125.38	\$118.78	\$108.23	\$131.98	\$125.68	\$122.02	\$108.23
Camera Operator	\$87.72	\$83.33	\$78.95	\$71.93	\$87.72	\$83.57	\$81.14	\$71.93
First Assistant	\$65.88	\$62.58	\$59.29	\$54.02	\$65.88	\$62.75	\$60.92	\$54.02
Second Assistant	\$49.60	\$47.24	\$44.87	\$41.09	\$49.60	\$47.37	\$46.05	\$41.09
MPV Coordinator	\$51.60	\$49.02	\$46.44	\$42.31	\$51.60	\$49.16	\$47.72	\$42.31
MPV Assistant	\$38.76	\$36.82	\$34.88	\$31.78	\$38.76	\$36.98	\$35.90	\$31.78
Still Photographer 1	\$71.98	\$68.38	\$64.78	\$59.03	\$80.98	\$77.15	\$74.91	\$63.27
Still Photographer 2 (Note 1)	N/A	N/A	N/A	N/A	\$121.47	\$115.73	\$112.36	\$94.91
Electronic Director of Photography	\$96.61	\$91.78	\$86.95	\$79.22	\$96.61	\$91.99	\$89.31	\$79.22
Electronic Camera Operator	\$72.43	\$68.81	\$65.18	\$59.39	\$72.43	\$68.96	\$66.95	\$59.39
Electronic Camera Assistant	\$48.29	\$45.88	\$43.46	\$39.60	\$48.29	\$46.01	\$44.67	\$39.60
Digital Imaging Technician	\$65.88	\$62.58	\$59.29	\$54.02	\$65.88	\$62.75	\$60.92	\$54.02
Camera Utility	\$46.40	\$44.08	\$41.76	\$38.05	\$46.40	\$44.20	\$42.91	\$38.05
Digital Utility	\$46.40	\$44.08	\$41.76	\$38.05	\$46.40	\$44.20	\$42.91	\$38.05
Digital Loader	\$46.40	\$44.08	\$41.76	\$38.05	\$46.40	\$44.20	\$42.91	\$38.05
Phantom Technician	\$87.72	\$87.72	\$87.72	\$87.72	\$87.72	\$87.72	\$87.72	\$87.72
Remote Head Technician	\$69.81	\$69.81	\$69.81	\$69.81	\$69.81	\$69.81	\$69.81	\$69.81
Drone Operator	\$131.98	\$125.38	\$118.78	\$108.23	\$131.98	\$125.68	\$122.02	\$108.23
Drone Camera Operator	\$87.72	\$83.33	\$78.95	\$71.93	\$87.72	\$83.57	\$81.14	\$71.93
Drone Camera Assistant	\$65.88	\$62.58	\$59.29	\$54.02	\$65.88	\$62.75	\$60.92	\$54.02
Drone Visual Observer	\$65.88	\$62.58	\$59.29	\$54.02	\$65.88	\$62.75	\$60.92	\$54.02
Senior Unit Publicist	\$65.88	\$62.58	\$59.29	\$54.02	\$65.88	\$62.75	\$60.92	\$54.02
Social Media	\$65.88	\$62.58	\$59.29	\$54.02	\$65.88	\$62.75	\$60.92	\$54.02
Teleprompter	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00
Trainee	\$20.96	\$20.96	\$20.96	\$20.96	\$20.96	\$20.96	\$20.96	\$20.96

### Fringe Rates

RSP	8.50%	6.50%	6.00%	6.00%	8.50%	6.50%	6.00%	6.00%
H&W	6.00%	6.00%	5.00%	4.00%	6.00%	6.00%	5.00%	3.00%
Stat	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Vacation	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Training/Admin	3.50%	3.00%	3.00%	3.00%	3.50%	3.00%	3.00%	3.00%
<b>TOTAL</b>	<b>25.00%</b>	<b>22.50%</b>	<b>21.00%</b>	<b>20.00%</b>	<b>25.00%</b>	<b>22.50%</b>	<b>21.00%</b>	<b>19.00%</b>

Note 1: Per Article 2.08 (b)iii.

Note 2: Underwater rates are equivalent to "land" rates.

Note 3: An additional four percent (4%) administration fee is applicable to all non-members without Canadian residency and IATSE members without Canadian residency as per Article 1.24(b).

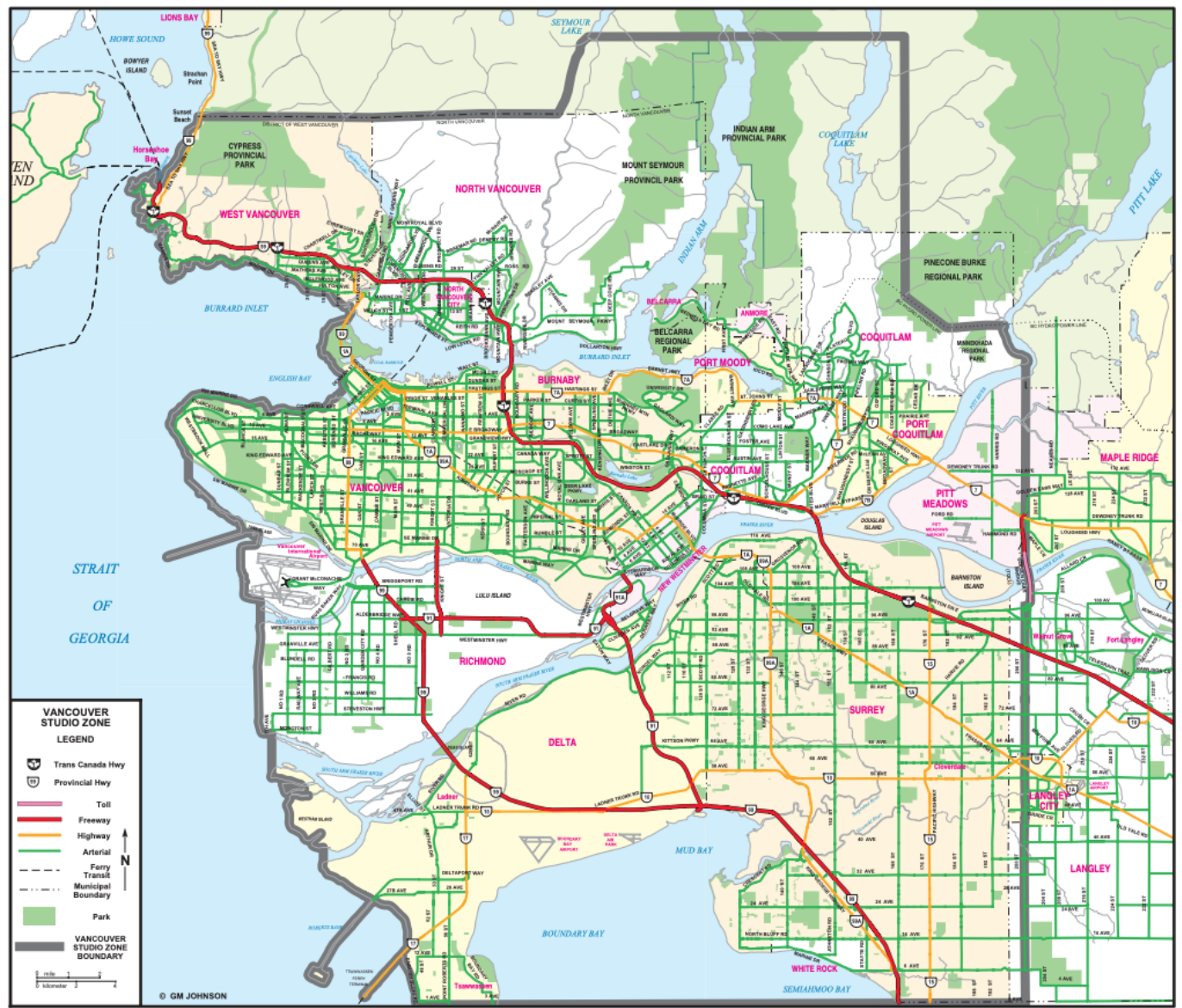
Note 4: A Tech Rate bump shall be no less than a flat of \$200 per day in addition to the Employee's hourly wage for a lightweight Gimbal remote head on a weight-bearing body harness with a payload of less than 35 lbs (17.5 kgs).

Minimum rates as set out in Schedule (A) 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.

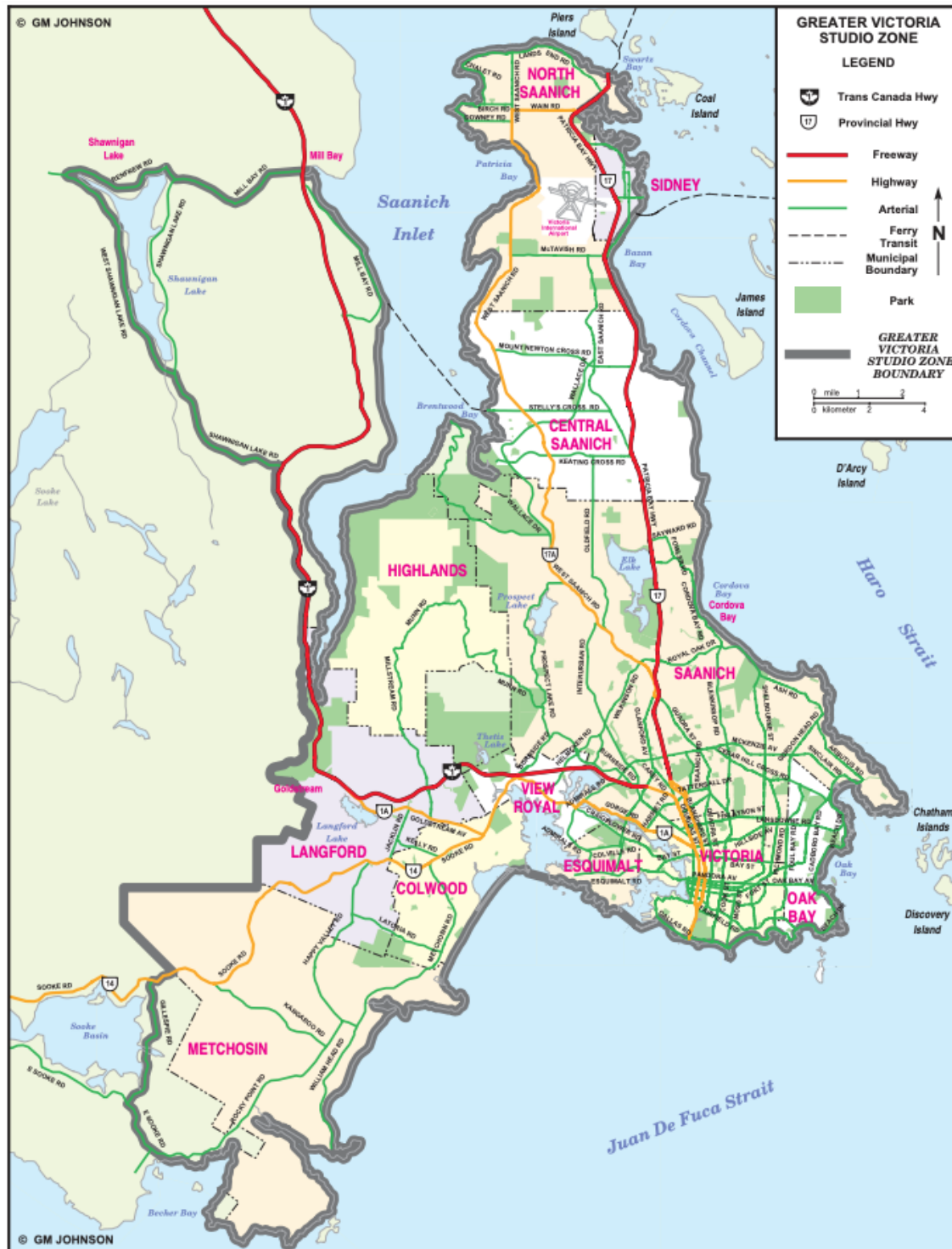
Weekly rates are based on sixty (60) guaranteed hours per week which is equivalent to seventy (70) "pay hours".

## Schedule (B) – Studio Zone Maps

### Studio Zone Map - Vancouver, British Columbia

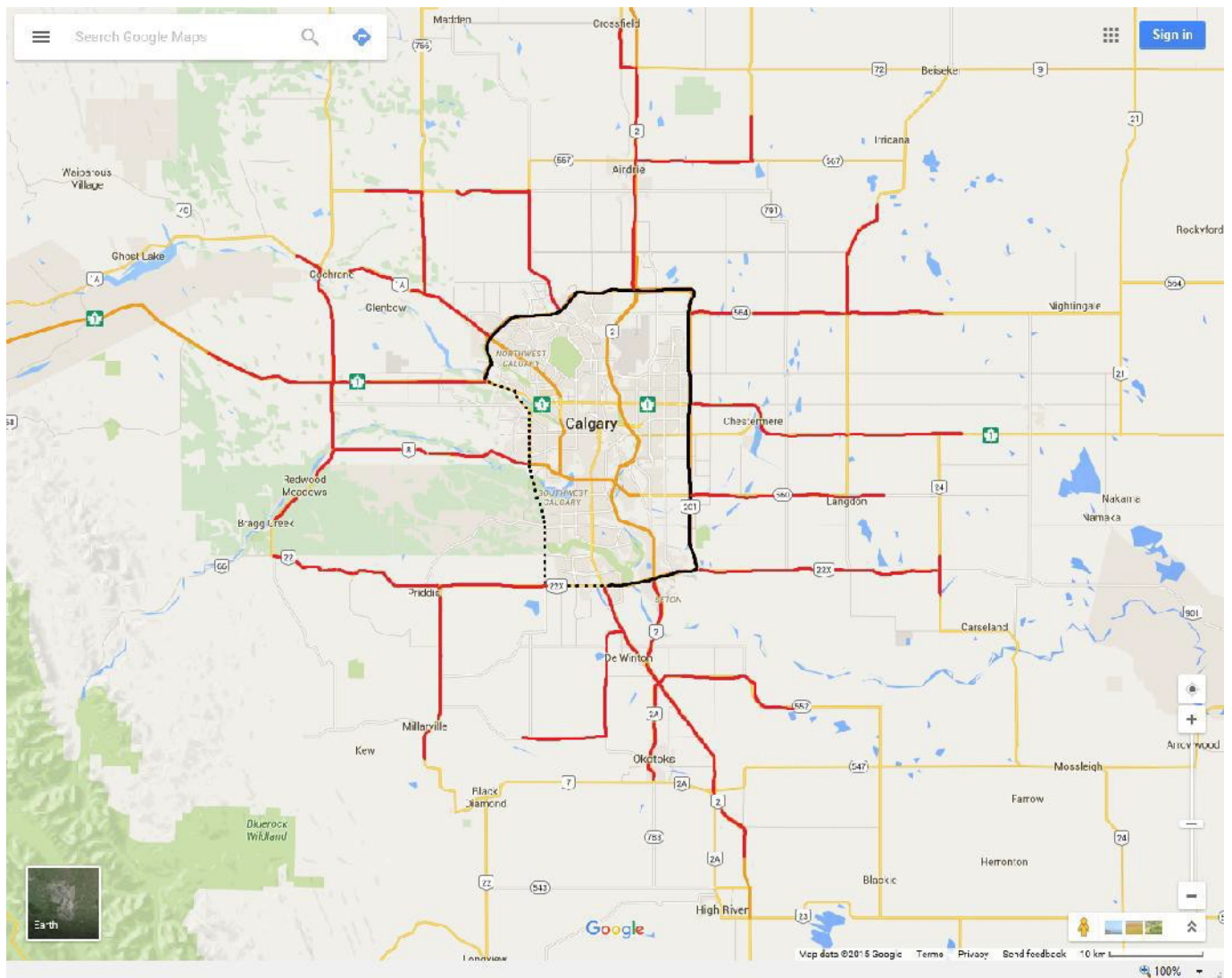


## Studio Zone Map - Victoria, British Columbia






## Studio Zone Map – Calgary, Alberta

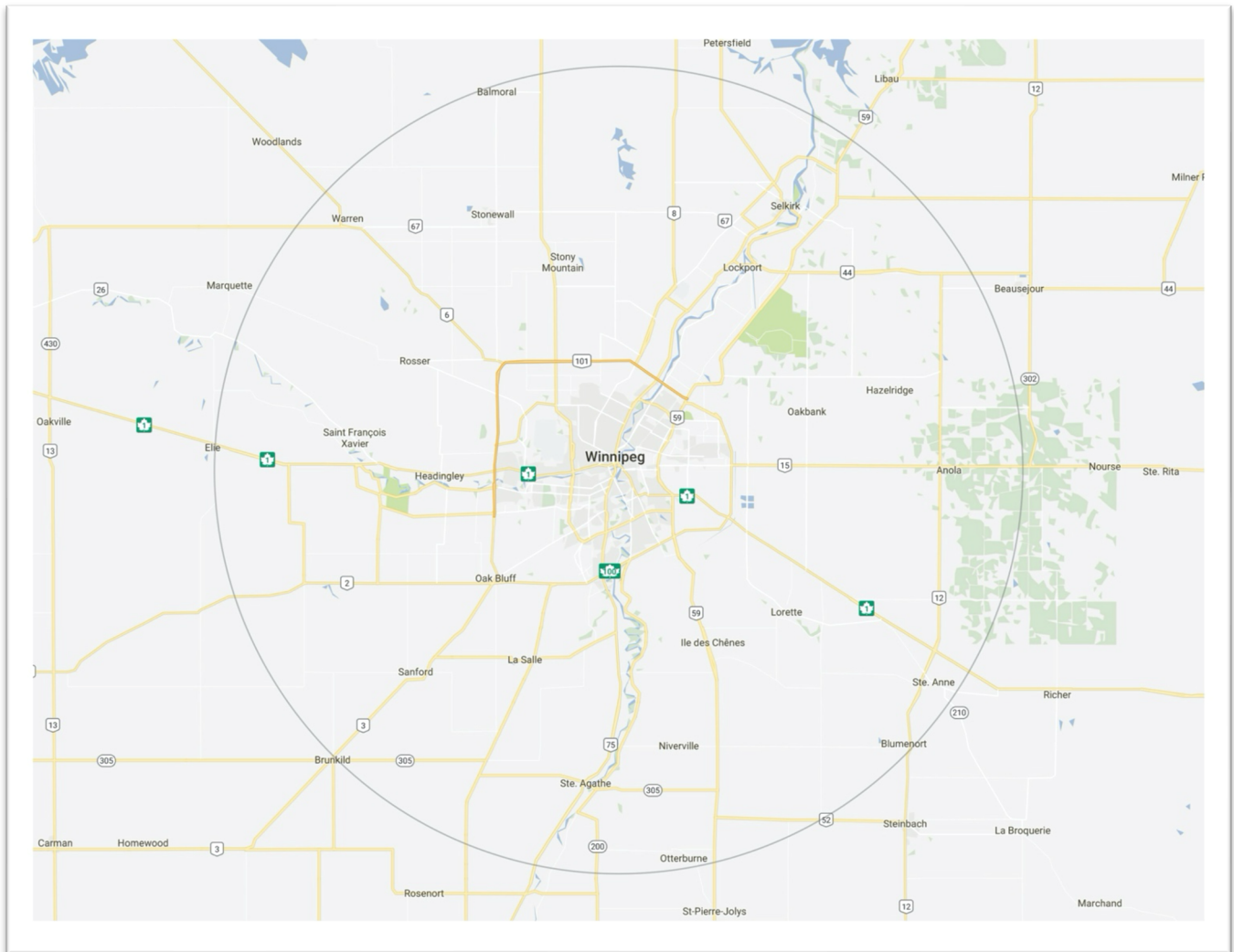


 Hwy 201

 - - - - projected Hwy 201 - - - -

 Illustrates 18 minutes of travel off Highway 201 = In Zone

## Studio Zone Map - Winnipeg, Manitoba





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