

COLLECTIVE AGREEMENT

BETWEEN:



MOTION PICTURE STUDIO PRODUCTION TECHNICIANS
LOCAL 709
OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA

HEREINAFTER REFERRED TO AS

“THE UNION”

---AND---

(Production Company Name)

currently titled

“(Production Name)”

HEREINAFTER REFERRED TO AS

“THE COMPANY”

Applicable Rates _____

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PRE-PRODUCTION VOLUNTARY RECOGNITION AGREEMENT

Between

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING
PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS
TERRITORIES AND CANADA, LOCAL 709**

(the "Union")

and

(the "Company")

for the Production currently entitled:

(the "Production")

The Company acknowledges and agrees that the majority of the employees in its employ working on the Production at the time of signing this Pre-Production Voluntary Recognition Agreement are members of the Union. Accordingly, the Company hereby voluntarily recognizes the Union as the sole and exclusive bargaining agent for all employees in its employ working on the Production " _____ " in the classifications set out in Schedule "A" to the Union's Standard Collective Agreement attached hereto (hereinafter referred to as the "Employees").

The Company and the Union (hereinafter collectively referred to as the "Parties") confirm their intention to negotiate and ratify a first collective agreement covering the Employees on mutually agreeable terms as soon as possible but in any event by no later than the commencement of the first day of Principal Photography on the Production.

Notwithstanding anything to the contrary set out above, until the Parties conclude and ratify a first collective agreement, the attached Standard Collective Agreement shall govern the terms and conditions of employment for all Employees in the Company's employ working on the Production.

SIGNED BY THE UNION:

SIGNED BY THE COMPANY:

Signature of the Executive Officer of the Union

Signature of Producer or Company Officer

Printed Name of Executive Officer

Printed Name of Producer or Company Officer

Date
Jan 2026

Date

LAND ACKNOWLEDGEMENT

The Company and the Union acknowledge St. John's is home to a rich, diverse, and vibrant urban Indigenous community. Located on the ancestral and unceded territory of the Beothuk, the lands and waters in and around the City of St. John's have traditionally served as a gathering place for the Mi'kmaq. The broader region of Newfoundland and Labrador continues to be home to diverse Indigenous Peoples, including First Nations, Inuit, and Métis. The Company and the Union honour and pay respect to the past, present, and future caretakers of these territories.

Article 1. TERM

- 1.1 This Agreement made and entered into this _____ day of _____, 20___, shall be in force until the later of one year or the final completion of the Production.

Article 2. OBLIGATIONS AND RECOGNITION

- 2.1 **Prior Obligations.** It is understood that the Union is an affiliated chartered Local of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada (the "IATSE International"), and nothing in this Agreement shall be construed so as to interfere with any obligation the Union may owe to the IATSE International by reason of prior obligation.
- 2.2 Nothing in this Agreement shall be interpreted as requiring either party to take any action or refrain from taking any action that is in violation or contravention of any applicable Federal or Provincial law in Canada.
- 2.3 The term "Employee" in this Agreement shall mean all persons performing work covered by this Agreement.
- 2.4 **Bargaining Agent.** Subject only to Article 2.5 of this Agreement, the Company recognizes the Union as the sole and exclusive bargaining agent for all of its Employees working on the Production in the classifications set out in Schedule "A".
- 2.5 **Accounting Shared Jurisdiction.** At the time of entering into this Agreement, the Union and the Newfoundland and Labrador Directors Guild of Canada (the "NLDGC") both represent accountants working in the motion picture and television production industry in the Province of Newfoundland and Labrador. In circumstances where the Company is signatory to the Union and the NLDGC, any Employee engaged as an accountant on the Production who is a member of the Union and the NLDGC in "good standing" within the meaning of the applicable Union and/or DGC constating documents shall have the right to individually, freely and without coercion and/or intimidation choose to be represented by the Union or the NLDGC in their employment with the Company on the Production. Further, any such Employee shall have the right to work under their chosen union's collective agreement with the Company. In such circumstances, it is further understood:

- (a) the Employee's chosen union shall receive all applicable dues, fees and fringes contemplated in their chosen union's collective agreement with the Company; and
- (b) notwithstanding anything to the contrary in this Article, this Agreement generally and/or in any operative NLDGC collective agreement, the Company shall remunerate Employees engaged as accountants on the Production in a consistent manner and take the necessary steps to review the remuneration terms set out in this Agreement and the operative NLDGC collective agreement and apply the more superior remuneration terms to all Employees engaged as accountants on the Production.

- 2.6 **Job Classifications.** The Company recognizes the Union's jurisdiction and job classifications set out in this Agreement. The Company shall not directly or indirectly change, delete, alter or amend the job functions from one classification to another or establish a new job classification without the written consent of the Union.
- 2.7 Subject only to Article 2.5 of this Agreement, the Company will not sign any agreement which purports to appoint any other party as the bargaining agent for any Employees covered by this Agreement.
- 2.8 The Company agrees not to assign work to an Employee, which would have the effect of excluding that Employee from the protection of Union membership.
- 2.9 No Employee shall be transferred to another bargaining unit without their consent and the consent of the Union.
- 2.10 **Company's Right to Manage.** The Union acknowledges the Company's right to make such rules and regulations as may be deemed necessary for the conduct and management of its operations. Employees shall obey all rules and directions of any authorized representative of the Company to the extent that they do not conflict with the terms of this Agreement, the Provincial Labour Standards, the by-laws and working rules now in force with the Union, or with the rules and regulations of the IATSE International Alliance. Any rules and policies established by the Company shall be committed to writing and posted by the Company at all work sites and copies of all such rules and policies shall be forwarded to the Union and attached to all Employees' Deal Memos or first pay cheques following the implementation of any such rules or policies.
- 2.11 **Legal Status of Company.** The Company shall maintain the legal status of the Company and shall not permit same to be liquidated, wound down or dissolved until all of the Company's obligations under this Agreement have been fully and finally performed and satisfied. The Directors of the Company will be personally liable, on a joint and several basis, should the Company breach the terms of this provision.
- 2.12 **Change in Title.** If there is a change in the Company's name or the title of Production, the Company shall notify the Union in writing immediately.

- 2.13 **Change of Producer.** Where the Company assigns, transfers, cedes, sells or otherwise causes a third party to become the producer of the Production, the Company and such third party shall be jointly and severally liable for all duties, obligations and payments owing to any Employees and the Union under this Agreement, unless the Union agrees in writing that such third party assumes all of the Company's obligations hereunder.
- 2.14 **Transfer or Sale.** If at any time, the Company intends to sell, assign, transfer or lease its entire operation or any part thereof, it shall give notice of the existence of this Agreement to any prospective purchaser, assignee, transferee or lessee, or that part of the operation which is covered by this Agreement. Such notice shall be given to the prospective purchaser, assignee, transferee or lessee, in writing, with a copy to the Union, not later than seven working days before the effective date of any sale, assigning, transfer or lease.
- 2.15 **Modification of Terms.** The terms and conditions contained in this Agreement may be modified from time to time by written agreement of the Parties. Any such modifications shall be set forth in correct alphabetical sequence, starting with Schedule "C".
- 2.16 **Screen Credits.** All Heads of Departments shall be given screen credits for services rendered. Employees have the right to refuse such screen credit if they so choose. Production will make best efforts to ensure all credits will be presented in readily readable colour, size, and speed.
- 2.17 **Union Emblem.** The emblem of the IATSE International is copyrighted and is the sole property of the IATSE International. The Company shall display the IATSE International emblem, unless the Union advises otherwise, on any and all recorded screen-based media related to the Production, recorded by any method and produced under the terms and conditions of this Agreement, which carry screen or air credit title or titles. The IATSE International emblem is to be clear and distinct and presented in readily readable colour, size and speed.
- 2.18 The Company shall ensure the following statement appears with IATSE International emblem.
FILMED ON LOCATION IN NEWFOUNDLAND & LABRADOR WITH CREW FROM THE I.A.T.S.E. LOCAL 709

Article 3. DEFINITIONS

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

- 3.1 "EMPLOYEE" is a Union member or Union Permit Worker who is in good standing with the Union and who has been properly referred by the Union to employment with the Company to work on the Production.
- 3.2 "WEEKLY EMPLOYEE" is an employee who is hired on a weekly basis for the run of Production unless otherwise noted on their deal memo.

- 3.3 "DAILY EMPLOYEE" is an Employee hired by the Company to provide services for one day only.
- 3.4 "DEPENDENT CONTRACTOR" is a corporation or "loan out company" as that phrase is used and understood in the screen-based media industry (hereinafter referred to as "Corporation") controlled by a member of the Union who is an employee of that Corporation and performs work covered by this Agreement. Dependent Contractors shall also be included in the term "Employee".
- 3.5 "Portal to Portal" is the calculation of the workday, whereby it:
- (1) Begins at the Base of Operations within the Home Zone, travels to the filming locations outside the Home Zone and ends back at the Base of Operations inside the Home Zone.
 - (2) Begins at the Base of Operations within the Production Zone, travels to the filming locations outside the Production Zone and ends back at the Base of Operations inside the Production Zone.
- 3.6 "Set to Set" is the calculation of the workday, whereby it begins at the employee's individual call time inside the zone(s) and ends at the employee's individual wrap time inside the zone(s).
- 3.7 "LAYOFF" means a temporary or permanent end of employment due to shortage of work or scheduled end of employment.
- 3.8 "SCREEN BASED MEDIA PRODUCTION" means and includes all types of motion pictures made for screen, television, video, the internet or otherwise produced by means of film, tape, digital format or otherwise, motion picture camera, electronic or other devices or any combination of the foregoing, or any other means, methods or devices now used, or which may be adopted in the future.

Article 4. JURISDICTION AND DIVISIONS OF WORK

- 4.1 **Bargaining Unit Work.** The exclusive jurisdiction of the Union as defined hereunder as "Bargaining Unit Work" shall include all work in connection with and all Employees engaged in the making, taking and servicing of screen-based media productions, regardless of the type of media recorded on or the distribution platform, except in the case of persons engaged as Accountants, who are free to choose whether they wish to work under an IATSE Agreement or the DGC Standard Agreement on any production which is signatory to both the IATSE and NLDGC. The parties acknowledge and agree that Accountants shall not be subject to any intimidation and/or harassment in the exercise of choice contemplated above.
- 4.2 **No Sub-Contracting.** The Company shall not contract nor sub-contract any Bargaining Unit Work and no person outside the bargaining unit shall perform Bargaining Unit Work.
- 4.3 **Qualification of Employees.** The Company shall not require members of the Union to work with

anyone who is not a member of the Union unless such non-member is permitted and approved by the Union.

- 4.4 The job classifications contained in Schedule "A" shall not be changed or deleted, nor shall the jobs, or any duty of the job, be altered without the written agreement of the Union.
- 4.5 All rates and conditions of this Agreement shall be in effect until such time as variances and enabling clauses, if any, are agreed to. The Union reserves the right to deny retroactivity of such variances and enabling clauses prior to the signing of the Collective Agreement.
- 4.6 No work customarily performed by an Employee covered in this Agreement and no work included in the job classifications in Schedule "A" of this Agreement and no Bargaining Unit Work in general shall be performed by another employee of the Company or by a person or corporation who is not an Employee of the Company.
- 4.7 The Company shall not enter into any agreements with any other company or person wherein that other company or person will employ persons to perform Bargaining Unit Work, as defined in this Collective Agreement, or work normally performed by Employees covered by this Agreement, unless written consent is granted by the Union. A breach of this Article by the Company will entitle the Union to claim damages in the amount of lost wages and other monies payable on behalf of displaced members.
- 4.8 **Head of Department.** For each Department required by the Company, the Company shall select the Department Head or Key, where applicable, from the Union's departmental membership roster. The Department Head or Key, where applicable, will remain employed until the Department has wrapped. The Company, in consultation with the Department Head or Key, where applicable, shall select an appropriate number of crew from the Union's departmental membership roster. Each department will have at a minimum, one Head or Key, where applicable at the appropriate rate.
- 4.9 The Head or Key, where applicable, of each Department shall be responsible for providing direction to the department in connection with its performance of Bargaining Unit Work which may include but is not limited to all building, striking, inspection, handling, placing and producing of sets, electrical equipment, properties, wardrobe, and the buying, renting, or otherwise acquiring and wrapping of said properties, wardrobe or equipment performed by that department.
- 4.10 The construction of any temporary structure intended for filming purposes (e.g. flats, etc.) falls under the jurisdiction of the Union.
- 4.11 **Adequate Staffing.**
- (1) The Company agrees to employ sufficient personnel in every department so that each department can safely and efficiently complete their work. If the Company fails to employ sufficient personnel in each department in accordance with this Article, the Union shall be entitled to a meeting with the Production Manager, Head of Department and

Business Agent to discuss personnel issues within twenty-four (24) hours of any such request being communicated.

- (2) For each Department required by the Company, the Company shall hire from the Union's roster following the order of hire as reflected in the rate sheet.
- (3) When crew, cast and background performers on the Production total more than forty (40) persons, the Company shall engage one (1) Craft Service Key and one (1) 1st Assistant Craft Service. On those days when crew, cast and background performers total more than one hundred (100) persons, the Company shall engage one (1) Craft Service Key, one (1) 1st Assistant Craft Service and one (1) additional Daily Employee. It is understood this Article shall not be interpreted so as prevent the Company from engaging additional Craft Service Department personnel necessary to ensure craft service work on the Production is performed safely.
- (4) On all productions, Tier 4 or higher, when there is a full time second camera team, or when a second camera is scheduled for more than 50% of a shooting day, minimum staffing for the production sound department will consist of a mixer, boom operator and a sound utility.

4.12 **Work Performed Outside of Newfoundland and Labrador.** If the Company assigns an Employee to work outside of the province of Newfoundland and Labrador, the provisions of this Agreement shall extend to the assigned workplace and will apply to such individuals.

Article 5. PERFORMANCE BOND

5.1 The Company shall not require any Employee to start work prior to:

- (1) the signing of a Pre-production Collective Agreement with the Union, and
- (2) the providing of security for wages and/or any other financial liabilities in an amount to be determined by the Union in its sole discretion, This security for wages may take the form of at least one of the following:
 - (a) a corporate letter of guarantee in a form acceptable to the Union, or;
 - (b) a cash Performance Bond of fifty thousand dollars (\$50,000)

5.2 The particular security for wages must be posted with the Union not later than the commencement of principal photography of any production.

5.3 **Failure to Post Security for Wages.** In the event of the Company's failure to post the appropriate security for wages and/or sign this Agreements, it is understood that the Union and its members are under no obligation to provide services to the Company and the Union is under no obligation

to avert any work stoppages.

- 5.4 Any security for wages held by the Union (plus accrued interest) shall not be released before:
- (1) a minimum of two (2) weeks has elapsed after the Production has been completed and;
 - (2) the last Employee has ceased working on the Production and has been paid;
 - (3) records of employment have been issued to all Employees;
 - (4) the Company has notified the Union in writing of the arrangements made to distribute Income Tax Receipts (T4 slips);
 - (5) the Company has satisfied all obligations of this Agreement, including the settlement of any outstanding grievances;
 - (6) if applicable, the payroll review has been completed and documentation has been provided showing all discrepancies have been addressed to the Union's satisfaction.
- 5.5 Should an Arbitrator appointed in accordance with the grievance and arbitration process set out in this Agreement find that the Company has breached this Agreement, the Union may deduct from any security for wages the monies that the Arbitrator determines are owing to Employees and/or the Union arising from any such breach of this Agreement.

Article 6. UNION PERSONNEL AND CREW CALLS

- 6.1 **Only Members in Good Standing.** The Company shall employ only members in good standing with the Union as defined by the Union's constitution and by-laws in effect from time to time to perform work covered by this Agreement provided, they have been properly referred to employment with the Company by the Union. It is understood that the Company may also employ duly authorized Union Permit Workers in good standing with the Union provided any such employment commences in accordance with and remains governed by this Agreement. An Employee's lack of good standing with the Union shall be deemed to be sufficient reason and just cause for dismissal of any such Employee's employment with the Employer on the Production.
- 6.2 The Union shall furnish all Employees covered by this Agreement to perform work in the job classifications of each department as listed in Schedule "A" of this Agreement. The Union shall maintain an availability list of available and qualified Members to work in each classification recognized in this Agreement.
- 6.3 **Department Rosters.** The Union shall maintain a roster of members within each department who may be available for employment.
- 6.4 **Union Permit Worker Roster.** The Union shall endeavour to maintain a roster of available and qualified workers who are not members of the Union.
- 6.5 When the Union is unable to supply Employees in accordance with this Agreement, the Company

may employ a non-member in accordance with Article 11 of this Agreement.

- 6.6 **Upgrades.** If, at the direction of the Company, an Employee works in a classification/position higher than the classification/position under which the Employee is initially employed for two (2) hours or more in any workday, the Employee shall be entitled to be paid the applicable higher classification/position wage rate for their entire workday. The Employee automatically reverts to their regular classification on the following day unless they are notified to the contrary.
- 6.7 The Company shall clearly indicate whether a work the call is a daily or weekly position when placing their request for labour with the Union.
- 6.8 **Weekly Replacements.** Any Employee who temporarily replaces a weekly hire is considered a daily hire. However, should the replacement term be more than two (2) weeks, it is understood that the Company must follow the Union Hiring Policy.
- 6.9 In the event that the Union, in any specific instance, is unable to fill a position requested by the Company, the Company may make other arrangements and inform the Union of their action on that specific occasion, in accordance with Article 11 of this Agreement. The Union shall not be deemed to be in breach of this Agreement if unable to supply labour as may be requested by the Company from time to time.
- 6.10 **Inclusion and Diversity.** Acknowledging the critical importance of inclusion and diversity in the entertainment industry, the Employer and the Union mutually reaffirm their commitment to make good faith efforts to increase employment opportunities for individuals from “underrepresented populations” to foster a more inclusive and diverse workforce in the motion picture industry. Historically, “underrepresented populations” have traditionally been defined as women, racial and ethnic minority, LGBTQIA and differently abled populations; however, underrepresented classifications may vary per craft.

In furtherance of this commitment, the Employer seeks to create one or more inclusion and diversity initiatives that are designed to enhance employment opportunities, as well as equip participants with the requisite knowledge, skills and credentials to work successfully in the motion picture crafts.

The Parties agree to support each other’s inclusion and diversity initiatives to the fullest extent possible and, if requested, the Parties agree to meet to discuss participation in inclusion and diversity efforts initiated in furtherance of these goals.

Article 7. UNION ACCESS

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

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

Article 8. NO STRIKE OR LOCKOUT

- 8.1 There shall be no lockout of Employees by the Company during the term of this Agreement.
- 8.2 The Union agrees not to initiate any strike, work stoppage or slow down during the term of this Agreement. For clarity it is understood that a work stoppage or slowdown in response to the Company's failure and/or refusal to post a security for wages in accordance with Article 5 of this Agreement shall not be considered a strike.
- 8.3 **No Discipline for Honouring Picket Line.**
- (1) It shall not be a violation of this Agreement and it shall not be cause for dismissal or disciplinary action should an Employee refuse to enter upon any property involved in a labour dispute and/or refuse to cross a picket line in the course of their employment with the Company, including but not limited to labour dispute and/or picket line at the Company's place of business and/or shooting location and regardless of whether the labour dispute and/or picket line is determined by a court and/or provincial/federal labour relations board to be unlawful.

Article 9. FORCE MAJEURE

- 9.1 The Company may, upon furnishing a written statement to the Union as soon as possible, but in any event by no later than twenty-four (24) hours from the commencement of any cessation of bargaining unit work contemplated herein, declare a Force Majeure, cancelling work calls, laying off Employees during a workday, or otherwise suspending work on the Production without prospective obligations to Employees, as a result of an inability to provide work because of an unforeseen circumstance beyond its reasonable control. A Force Majeure for the purposes of this Agreement includes, but is not limited to: riot, war, fire, earthquake, hurricane, flood, the injury, illness or death of a key cast member, or of a family member of a key cast member, for which the key cast member is anticipated to be absent for a period of one (1) week or longer, labour dispute, strike, or governmental regulation or order in a national or "state of emergency". In such circumstances, it is understood that the Company may suspend the performance of any bargaining unit work for as long as the events giving rise to the Force Majeure remain in place. No

compensation shall accrue or become payable to an Employee during any such period of suspension except as otherwise provided in Article 9 of this Agreement. For clarity, it is understood that this Article shall not affect the workweek as otherwise defined in this Agreement.

- 9.2 Employees will be paid at least for the minimum call should the Force Majeure occur during working hours or within ten hours of the Employee's call time.
- 9.3 Should an Employee be required to layover while on location during the period of any Force Majeure, the Company must provide the Employee with accommodations and per diem as set out in this Agreement for the duration of any such layover.

Article 10. INDIVIDUAL EMPLOYMENT CONTRACTS

- 10.1 The Employee shall be required to sign an "Individual Employment Contract" or, as it is sometimes referred to, a "Deal Memo" as a condition of employment with the Company.
- 10.2 **Minimum Terms and Conditions.** This Agreement represents minimum rates and working conditions. No Employee shall be compensated at rates less than those specified in this Agreement nor be subject to working conditions that are less favourable than the provisions of this Agreement.
- 10.3 **Right to Negotiate Above Minimums.** Nothing in this Agreement shall prevent any Employee from negotiating and obtaining from the Company better rates, conditions and/or terms of employment than those provided in this Agreement.
- 10.4 Immediately upon the execution of any Individual Employment Contracts (Deal Memos), a complete copy of same shall be provided to the Union within five business days of the execution of same. In the event of a discrepancy between any Individual Employment Contracts (Deal Memos), Company policies and this Agreement, subject only to 10.3 of this Agreement, this Agreement shall prevail.
- 10.5 At any time during the term of this Agreement, the Union may declare all or part of an Individual Employment Contract (Deal Memo) null and void if the Union determines that all or part of the Individual Employment Contract (Deal Memo) provides the affected Employee with less favourable terms than those set out in this Agreement.
- 10.6 The wording in any Individual Employment Contract (Deal Memo) presented to an Employee must include an express written statement confirming this Agreement governs their terms and conditions of employment.
- 10.7 The granting to any Employee of better rates, conditions and/or terms than those provided in this Agreement shall not be construed in any manner as a precedent for granting similar rates, conditions and/or terms to other individuals. It is understood, however, that the Union may take steps to enforce any better rates, conditions and/or terms set out in an Employee's Individual

Employment Contract (Deal Memo) through the grievance and arbitration process set out in this Agreement on behalf of the Employee.

- 10.8 **Residency Information.** Employees shall supply reasonable residency information sufficient to ensure that Company is able to make an application for all applicable federal and provincial production services tax credits. Such confidential personal information Employees shall only be used for the express purposes identified by the Company in any Individual Employment Contract (Deal Memo) and be kept confidential and held and subsequently destroy in compliance with applicable privacy legislation and acceptable industry standards.

Article 11. ENGAGEMENT OF NON-UNION EMPLOYEES

- 11.1 In accordance with Article 6.1, preference of employment shall be given to I.A.T.S.E. Local 709 members. However, after determining that a member of the Union is not available, the Company may submit a written request to employ an individual who is not a member of the Union. Any such request must include the following information:

- (1) A description of the job to be performed by the requested individual.
- (2) The Company's reasons for employing the individual.
- (3) A list of credits or a résumé of the requested individual.
- (4) Proof of any Union affiliation and professional standing of the requested individual.
- (5) A completed Union Work Permit Request form signed by the Production Manager making the request and applicable Head of the Department.
- (6) Prior work history of the individual with key creative personnel on the production.
- (7) A list of I.A.T.S.E. Local 709 members who were considered for the position and the reasons why they were not engaged.

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

- 11.3 The Union has the sole discretion to approve or reject any Union Permit Worker request made by the Company. The duration of any Union Permit Worker's employment shall not exceed the duration of this Agreement. For clarity, once the Union has approved the Company's request to employ a Union Permit Worker, that Union Permit Worker may continue to be employed in the classification/position for which they have been hired by the Company regardless of whether a member may later become available to fill that Union Permit Worker's classification/position.

- 11.4 This Agreement shall govern the employment of any Union Permit Worker.

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11.5 **Work Permit Fees.** Union Permit Workers who are not members of another I.A.T.S.E local are subject to a Union Permit Worker administration fee of seven percent (7%) of their gross wages which is payable to the Union. The Company shall deduct this administration fee from the gross earnings of all Union Permit Workers who are not members of another I.A.T.S.E. local on a weekly basis and forward same directly to the Union on a weekly basis with a complete remittance breakdown.

Article 12. HOURS OF WORK AND WORKWEEK

12.1 **Workweek.** The normal workweek shall consist of seven (7) days: the first five (5) being workdays, the sixth (6th) and seventh (7th) days normally being days off.

12.2 **Workday.** The normal working day for all departments is eight hours of work plus one-hour unpaid meal break.

12.3 **Minimum Call.** The minimum call for a regular workday for all Employees is eight working hours.

12.4 **Weekend Premium Days.** The hourly rate of pay for the first normal working day on a weekend premium day shall be two (2) times the basic hourly rate as prescribed in Schedule "A." The hourly rate of pay for the second normal working day on weekend premium day shall also be two (2) times the basic hourly rate as prescribed in Schedule "A." Consecutive days worked prior to the weekend premium days are not required for premium pay.

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

12.6 **Shift of Workweek.** One time during the run of the Production, the Company may shift the workweek without incurring extra costs, by doing either of the following:

(1) Shift the workweek forward by one or two days by adding one or two days off, consecutive with the seventh day of the regular workweek, provided that each additional day off shall be at least twenty-four hours in duration. If work is performed on any of the additional days off, the rate of pay shall be three (3) times the basic hourly rate.

Or

(2) Shift the workweek back by one day by changing the seventh day of the regular workweek to the first day of the shifted workweek, provided that the sixth day of the regular workweek is a day off consisting of a 34-hour rest period. If work is performed on the day off, the rate of pay shall be three (3) times the basic hourly rate.

12.7 **Notice of Shift of Workweek.** Employees and the Union shall be given seven calendar days' notice of the shift.

- 12.8 The Company shall not shift the workweek to avoid paying for a non-worked holiday or to avoid paying premium weekend rates for sixth (6th) or seventh (7th) days.
- 12.9 Work week shifts starting on weekend premium days and/or Statutory or Proclaimed Holidays will not be considered regular shifts.
- 12.10 **Pre-production Workweek.** The workweek during pre-production may be different than the workweek of Production once it goes to camera. Any such change shall not be considered a shift of the workweek for the purposes of this Agreement provided the Company otherwise complies with Article 15 of this Agreement.
- 12.11 **Distinct Work Unit.** Every distinct work unit can have a different and distinct workweek. For the purposes of this Agreement, a “work unit” means a first unit shooting crew, a second unit shooting crew or an offset work crew. Article 12.1 applies to the regular workweek for each distinct work unit.
- 12.12 **Production Hiatus.** Both parties must mutually agree to the scheduling of all production hiatuses on the Production and Employees and the Union shall be given seven calendar days’ notice of any changes.
- 12.13 All terms and conditions of this Agreement, including any written amendments thereto, apply to all work units.

Article 13. OVERTIME HOURS

- 13.1 Work performed in excess of the normal workday shall be paid as overtime.
- 13.2 Overtime is to be calculated in 15-minute segments and any part of a quarter-hour constitutes the full quarter-hour. When the hourly rate for overtime in use and effect at the time changes on the quarter-hour, the first quarter of the hour in which the change occurs shall be paid at the existing rate and the second quarter-hour at the new rate.
- 13.3 Overtime for work performed after eight working hours for all departments shall be paid at the rate of one and one half (1 ½) times the basic hourly rate, up to and including the 12th hour.
- 13.4 For all departments, overtime pay for work performed after the 12th working hour shall be paid for at the rate of two times the basic hourly rate, up to and including the 14th hour.
- 13.5 For all departments, overtime pay for work performed after 14 working hours shall be paid for at three times the basic hourly rate.
- 13.6 **Weekend Premium Days Overtime.** Except as modified by articles 13.7 and 13.8, all overtime occurring on weekend premium days of work shall be paid at the rate of three times the basic hourly rate.

- 13.7 When the Company provides the Employees and the Union with 24 hours' notice of their intention of working a weekend premium day, the overtime pay for work performed on the first premium day after eight working hours on this day for all departments shall be paid for at the rate of two and one-quarter (2 ¼) times the basic hourly rate up to and including the 12th hour. The overtime pay for work performed after 12 working hours on weekend premium days shall be paid at three times the basic hourly rate.
- 13.8 **Night Premium.** All work performed between the hours of midnight and 5:00 a.m. shall have an additional 25% added to the hourly rate of pay and shall be paid at the rate in use and effect.
- 13.9 **Maximum Compounding.** The maximum compounding effect of the application of overtime and penalty payments provided for in this Agreement shall not exceed three times the basic hourly rate.
- 13.10 The Company shall not layoff and rehire the same Employee within the same workweek for the sole purpose of avoiding premium pay.

Article 14. MEAL BREAKS AND MONIES

- 14.1 With the exception of the provisions of article 14.10, all Employees are to receive a 60-minute meal period, to be initiated between the conclusion of the fourth hour of work and the conclusion of the sixth hour of work.
- 14.2 **Substantials.** Substantial snacks (e.g. sandwiches, soups, stews, etc.) will be served no later than three hours after the general crew call. In the event that this requirement is not met, the meal period will be initiated between the conclusion of the fourth hour of work and the conclusion of the fifth hour of work.
- 14.3 If the Company initiates the meal period at the conclusion of the fifth hour of work, this meal period will be recognized as the regular meal break and will be subject to the terms and conditions of this Agreement with regards to meal penalty, grace period and the second meal period.
- 14.4 60-minute meal periods shall not be considered as "last person through the line"; however, the Company will allow sufficient time for departments to "make safe" the work place prior to the start of the meal period.
- 14.5 **Second Meal Period.** Substantial snacks (e.g. sandwiches, soups, stews, etc.) will be served no later than three hours after the completion of the first meal period. When the Company initiates a second meal period in a workday, the second meal period shall commence between the conclusion of the fourth hour of work and the conclusion of the sixth hour of work, calculated from the completion of the previous meal period. In the event that substantials are not provided following the first meal period, a second meal period will be initiated between the conclusion of the fourth hour of work and the conclusion of the fifth hour of work calculated from the completion of the previous meal period.

- 14.6 The one-hour time allowed to consume the second meal shall be paid as a straight time hour and added to the workday. Such a meal period shall not be considered as being time worked for overtime calculations. Should a 30-minute meal period be invoked, article 14.10 shall apply.
- 14.7 **Grace Period.** Subject to the Shop Steward's approval, a grace period of fifteen (15) minutes may be allowed at the meal break. If the fifteen (15) minute grace period is exceeded; meal penalty payments shall be paid as per article 14.16 of the Agreement. The grace period may only be used to a maximum of two (2) times per week and not to be used in conjunction with a thirty (30) minute meal break.
- 14.8 The request for a grace period will be made at least 5 minutes in advance of the meal period to allow ample time for the Shop Steward to be notified and make the decision as to whether to grant the grace period. Grace can only be used during the lunch meal period.
- 14.9 When a grace period has been granted, it shall not decrease the amount of time allotted for a meal period. The second meal period, if applicable, will commence as per article 14.5, but calculated from the regular meal period would have been completed had the grace period not been granted.
- 14.10 **30-Minute Meal Period.**
- (1) Subject to the Employees' and Shop Steward's approval, the Company may elect to institute a 30 minute meal period, provided that a meal of a standard deemed acceptable to the Shop Steward is supplied by the Company and the time allowed to consume such a meal shall be considered as time worked for overtime calculations and shall be paid at the rate in use and effect. This 30 minute meal period must be called as per the regular meal break as described in articles 14.1, 14.3 and 14.5, otherwise a meal penalty will occur as per article 14.16.
 - (2) The calculation of the 30-minute period shall commence when the last Employee has been served (i.e. "last person through the line".)
 - (3) The grace period cited in Article 14.7 will not apply on those days during which the Company has instituted a 30-minute lunch as per Article 14.10(1) above.
 - (4) Transport Department Meals.
 - (a) Meal periods for Transportation Department Employees shall be unpaid and 30 minutes in length
 - (b) Transportation Department Employees shall be responsible for scheduling their own meal periods at or around six-hour intervals in consultation with the appropriate Department Head and shall not incur the meal penalties cited in section 14.16.

- (c) When the work duties of Transportation Department Employees conflict with the availability of a catered meal, or when work duties are such that adequate time to consume such meal is not practical, these Employees will be permitted to purchase a meal and be reimbursed for same by the Company. Such reimbursement shall not exceed the amounts cited in section 19.6. This meal period shall be considered time worked in accordance with section 14.10(1)
- (d) When the general crew incurs a meal penalty on the second meal pursuant to sections 14.5 and 14.16 or is required to reduce the second meal period to a “pay through” 30 minutes pursuant to section 14.10(1), the Transportation Department Employees shall also receive these payments.

- 14.11 **Per Diems.** The Company will provide lunch or appropriate per diems for all on-set crew during pre-production, principal photography and wrap in accordance with article 14.12.
- 14.12 The Company shall pay each Employee fifteen dollars (\$15.00) for breakfast, twenty dollars (\$20.00) for lunch, thirty-five dollars (\$35.00) for supper and five dollars (\$5.00) for incidentals when the Employee is entitled to that per diem. Per diems shall be paid in cash in advance of the meal periods.
- 14.13 **Dining Facilities.** Proper dining facilities must be made available and time used to travel to and from such facilities shall not be included in the meal hour, nor shall travel time be used to calculate the start of the second meal period. When lunch is served away from the set, travel to and from the location of the lunch hall shall not be included in the meal period. Employees shall be paid at the time in use and effect in both of the above stated situations.
- 14.14 A buffet lunch may be served or a catering service may be employed to serve hot meals on location according to the values as stated in this article and subject to the Shop Steward’s approval. Snacks, i.e. hot dogs, hamburgers, pizza, etc., do not constitute a proper meal.
- 14.15 All taxes for meals, craft service, substantials and per diems are the responsibility of the Company.
- 14.16 **Meal Penalty.** If an Employee is unable to have a meal period by the times specified in this article, the Company shall be required to pay a meal penalty of two times the Employee’s rate of pay in effect based on hourly increments but calculated in quarter hour segments until such a meal period is provided. Any part of a quarter (1/4) hour shall constitute a full quarter hour.
- 14.17 When in studio, the calculation of the lunch period shall be a one-hour period from the time called.
- 14.18 **Green Service.** The Company will endeavor to provide reusable dishes, containers, and cutlery.
- 14.19 **Craft Service.** All Employees including off-set crew will be always provided with hot beverages, cold water and juice along with healthy snack food and other food provisions. The Company shall supply this food and drink at no cost to the Employees. If these minimum provisions are not

readily available to Employees throughout their working hours, then a \$5.00 craft fee per day shall be provided to each Employee.

- 14.20 In conjunction with the above meal/rest periods, the off-set crew will receive one twenty (20) minute break during each six (6) hour period. Employees will be responsible for scheduling their own meals and breaks in consultation with their Head of Department.
- 14.21 **Mandatory Breakfast.** A reasonable hot breakfast for all on-set crew including transport is mandatory and meal penalties continue to accrue on all pre-calls as per article 14.16.
- 14.22 When the Company provides food to Employees, the Company will make best efforts to accommodate those Employees with food sensitivities, allergies, and dietary restrictions. This includes a reasonable protein replacement for a complete vegetarian, vegan and gluten free meal. At the commencement of employment, employees shall communicate such dietary restrictions to the Company, Craft Service and Catering Departments.
- 14.23 **Absence of catering services.** In the absence of catering services, all Employees shall receive a meal break of sixty (60) minutes and an adequate meal allowance as per article 14.12. Adequate travel time to and from a restaurant or other eating establishment shall be considered time worked but shall not incur penalties.
- 14.24 **Newfoundland and Labrador Hours.** Language available upon request.

Article 15. REST PERIODS AND DAYS OFF

- 15.1 For all departments, there shall be a ten (10) hour rest period (nine (9) hours for the Transportation Department) between the ending of one call and the beginning of the next call.
- 15.2 The minimum amount of time off on a five (5) day workweek shall be fifty-six (56) hours free from work each week.
- 15.3 The minimum amount of time off on a six (6) day workweek shall be thirty-four (34) consecutive hours free from work each week.
- 15.4 **Turnaround Penalty.** Encroachment on an Employee's rest period shall be paid at three times the Employee's basic hourly rate for all time encroached.
- 15.5 **Call time and Location.** A callsheet must be distributed to the entire crew and to the Union at least ten (10) hours before the call time for the next day of shooting, or at wrap on the preceding day. In the event that the production does not comply with the aforementioned, a five hundred dollar (\$500.00) penalty fee payable to the Union will be imposed.

Article 16. HOLIDAYS

- 16.1 The following days are recognized as paid Statutory or Proclaimed Holidays: New Year's Day, Good Friday, Easter Sunday, Victoria Day, Memorial/Canada Day, Regatta Day, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 16.2 The minimum amount of time off for a Statutory or Proclaimed Holiday shall include the entire 24-hour period of the holiday. For Christmas Day and New Year's Day, the minimum amount of time off shall be 24 hours plus a combination of six additional hours either before or after the holiday.
- 16.3 When a Statutory or Proclaimed Holiday is not worked, all weekly Employees that work the scheduled workday before and the scheduled workday after the holiday will be paid the Employee's minimum daily call for the holiday, in accordance with article 12.3. For the purposes of calculating eligibility for Holiday pay for weekly employees, sick days and bereavement days shall be considered days worked. Furthermore, when a Holiday recognized by this Agreement is not worked, all daily Employees that worked the scheduled workday before and the scheduled workday after the holiday will be paid the Employee's minimum daily call for the holiday, in accordance with article 12.3.
- 16.4 **Holiday during Hiatus.** In the event of a hiatus (a break in production) of fourteen (14) consecutive days or less, the Company and the Employee shall retain an employment relationship such that the Company will retain recall rights and be responsible for all applicable holiday pay incurred during said hiatus. When applicable, holiday remuneration will be payable pursuant to Article 16 of this agreement.
- 16.5 **Work Performed on a Holiday.** The minimum hourly rate for work performed on a Statutory or Proclaimed Holiday shall be two and one half (2 ½) times the Employee's basic hourly rate for the first eight hours for all departments.
- 16.6 Work performed after eight working hours on a Statutory or Proclaimed Holiday for all departments shall be paid at three (3) times the basic hourly rate.
- 16.7 **Travel performed on a Holiday.** The minimum hourly rate for travel performed on a Statutory or Proclaimed Holiday shall be two and one half (2 ½ x) times the Employee's basic hourly rate for the Employees' minimum call, or if travel exceeds the minimum call, the employee shall be paid for the actual hours of travel, portal to portal at two and one half (2 ½ x) times the employee's applicable rate. When calculating holiday pay, a travel day is considered a workday.
- 16.8 When a Statutory or Proclaimed Holiday falls on an Employee's normal day off, generally free from work, the next regular workday shall be deemed to be the Holiday and subject to payment for work as stated in articles 16.5 and 16.6 above.
- 16.9 **Refusal to Work on a Holiday.** It shall not be a violation of this Agreement, and it shall not be a cause for dismissal or disciplinary action in the event an Employee refuses, does not wish, or is unable to work, for any reason, on a Statutory or Proclaimed Holiday.

Article 17. ADDITIONAL PAYMENTS AND DEDUCTIONS

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

- 17.1 **Vacation Pay.** The Company will pay to all Employees vacation pay at the percentage designated by the appropriate provincial legislation. Such payments shall be paid weekly with regular remuneration.
- 17.2 **Retirement Benefit.**
- (1) For Rate Tiers One, Two and Three, the Company shall pay to the Union, an amount equal to six and one-half percent (6½%) of each I.A.T.S.E. Union member Employee's total weekly wages as Retirement Benefit. This amount is reduced to six percent (6%) on Rate Tiers Four and Five. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.
 - (2) For Rate Tiers One, Two and Three, the Company shall deduct from each I.A.T.S.E. Union member Employee an amount equal to six and one-half percent (6½%) of their total weekly wage as Retirement Benefit. This amount is reduced to six percent (6%) on Rate Tiers Four and Five. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.
 - (3) For Rate Tiers One, Two and Three, the Company shall pay to each non-I.A.T.S.E. member Employee an amount equal to six and one-half percent (6½%) of their total weekly wage in lieu of an amount in respect of Retirement Benefit. This amount is reduced to six percent (6%) on Rate Tiers Four and Five. Such payment shall be paid directly to the Employee with their weekly remuneration. The Company will provide to the Union a complete breakdown of these monies paid to non-I.A.T.S.E. member Employees.
 - (4) When the I.A.T.S.E. Union member is over the age of 72, the Retirement Benefits described in sections 17.1 and 17.2 shall be paid directly to the Employee in their weekly remuneration. The Company will provide to the Union a complete breakdown of these monies paid to the applicable I.A.T.S.E. member Employees.
- 17.3 **Medical Fund Benefit.** For Rate Tiers One, Two and Three, the Company shall pay the Union an amount equal to six and one-half percent (6.5%) of each Employee's total weekly wage as Medical Fund Benefit. This amount is reduced to six percent (6%) on Rate Tiers Four and Five. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown. Medical Fund Benefit is payable for all Employees working in the bargaining unit.
- 17.4 **Administration Fee.** The Company shall pay the Union an amount equal to three percent (3%) of each Employee's total weekly wage as an Administration Fee. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.

- 17.5 **Training and Welfare Fund.** The Company shall pay the Union an amount equal to one percent (1%) of each Employee's total weekly wage as a Training and Welfare Fee. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.
- 17.6 The Company shall make all Employer Contributions under the Provincial Worker's Compensation Act, Canada Pension Plan, Employment Insurance Act and any similar plan or applicable legislation.
- 17.7 **Working Dues.** From the Employee's weekly pay, the Company shall deduct an amount equal to one and three quarters percent (1¾%) of total gross earnings as a Working Dues assessment. This applies to all Employees covered under this Agreement. The Company shall secure Employee authorization for this deduction on the I.A.T.S.E. Local 709 Deal Memo. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.
- 17.8 Medical Fund Benefit and Retirement Benefit for Employees who are members of other I.A.T.S.E. Locals will be forwarded to the Union (i.e. Local 709) on a weekly basis with a complete remittance breakdown.
- 17.9 All additional benefit contributions and/or deductions contemplated in Article 17 of this Agreement become due and payable on the date of hire.

FRINGES, FEES and DUES TABLE							
Fringe/Fee/Dues	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Paid From	Paid To
Vacation Pay	4%	4%	4%	4%	4%	Employer	Employee
RRSP (1)	6.5%	6.5%	6.5%	6%	6%	Employer	Union*
RRSP (2)	6.5%	6.5%	6.5%	6%	6%	Employee	Union*
Medical Fund	6.5%	6.5%	6.5%	6%	6%	Employer	Union
Administration Fee	3%	3%	3%	3%	3%	Employer	Union
Training & Welfare	1%	1%	1%	1%	1%	Employer	Union
Working Dues	1.75%	1.75%	1.75%	1.75%	1.75%	Employee	Union
Work Permit Fees	7%	7%	7%	7%	7%	Employee	Union
* RRSP (1) paid to employee if they are not an IA member							

Article 18. PAYMENT OF WAGES

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

- 18.2 **Time of Payment.** Payment for work performed and any other payments payable directly to the Employee shall be paid on the fifth workday of the following week, at or before the lunch period, for work performed the previous week ending on midnight (24:00) of the seventh day. The Company will attach a copy of the Employee's time sheet to the paycheque, showing earnings in detail. Copies of Employee time sheets and pay stubs shall be provided to the Union upon request.
- 18.3 **Failure to Pay.** In the event of non-payment of wages or other monies due to Employees or to the Union, the Union and its members are under no obligation to continue to provide services to the Company and the Union is not under any obligation to avert any work stoppage.
- 18.4 **Late Payment.** In the event of late payment of monies due to the Employees by the Company, the Company shall pay liquidated damages to the Employee calculated at the rate of one percent (1%) of the gross wages due for each day the monies remain unpaid. The payment of liquidated damages shall be paid to the Employee on their next week's wages or, if none, by a separate cheque.
- 18.5 **Daily Employee Rate.** Daily Employees receive an additional \$0.75 per hour.
- 18.6 **T2200 Form.** The Income Tax Act of Canada permits Employees to deduct certain expenses from their taxable income where those expenses have been incurred because of their employment. To claim these expenses, an Employee must complete the T2200 form and then obtain the Production Manager's signature upon completion. The Company shall issue Employees a signed T2200 form upon request as soon as possible, but in any event by no later than the deadline for the issuance of T4 statements.
- 18.7 The Company will cooperate by providing the Union with relevant payroll information upon request. The Union is the exclusive representative of all the members of its bargaining unit. As a result, the Company acknowledges that the Union is lawfully entitled to all relevant payroll information of the Employee represented by the Union on the Production whether those records are within the control of the Company or the control of its payroll service provider.
- 18.8 The Company shall not alter Employees' deal memos or time sheets without notification and explanation to the Employee and the Union. In the event of a discrepancy between the Employee timesheet and the Daily Production Report, the timesheet will be given precedence.
- 18.9 **Provision of Budget.** Prior to the hiring of Employees for pre-production work, the Company shall submit a copy of the production topsheet to the Union.
- 18.10 Representatives of the Union or retained professionals shall have the right to review the topsheet and make inquiries to the Company concerning the budget. The Company agrees to cooperate and provide the additional information to the extent that it can reasonably do so.

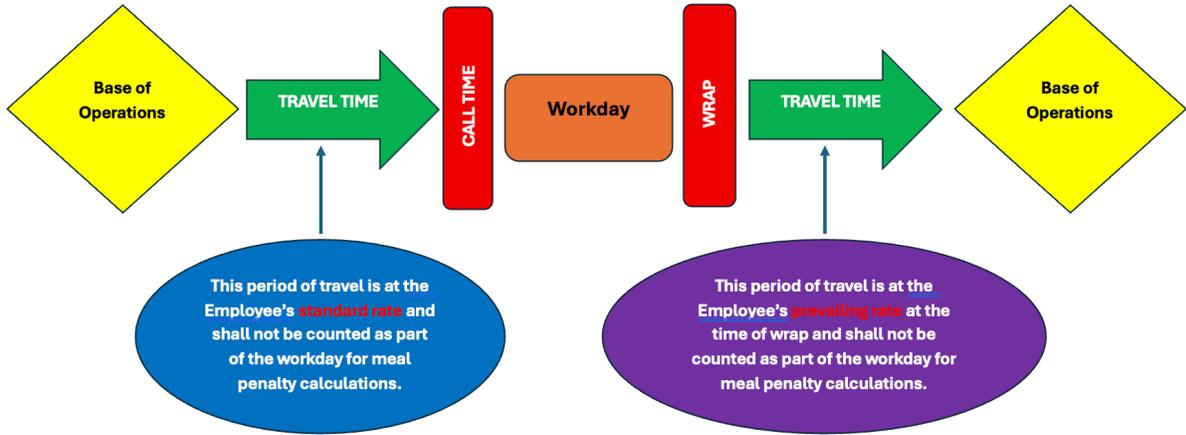
- 18.11 **Adjustment of Budget Tier Prior to Audit.** In the event the Company exceeds, or anticipates that the Company may exceed, the declared Budget, the Employees shall be paid retroactively for all hours worked at the next applicable wage and fringe tier.
- 18.12 **Right to Audit.** For the purposes of verifying the accuracy of payments made under this Agreement, the Union shall have full access to and shall be entitled to examine and audit all books, records, accounts, receipts, disbursements, and any other relevant documents related to the Production upon request.
- 18.13 **Payment for Audit.** In the event the Union commences an audit contemplated in Article 18.12 of this Agreement, the Company shall also reimburse the Union for all reasonable costs incurred by the Union in connection with said audit, including but not limited to any legal fees, auditor fees and/or arbitrator fees incurred by the Union, provided the audit reveals a discrepancy in payments in the aggregate that exceed \$2000.
- 18.14 **Adjustment of Budget Tier After Audit.** In event that the audit reveals that the Company exceeded the declared Budget, the Employees shall be paid retroactively for all hours worked at the next applicable wage and fringe tier plus an additional five percent (5%) of their gross earnings. In the event of unanticipated circumstances which are the cause of a budget overage, such as standard force majeure situations, the above penalties for such budget overages shall not apply.
- 18.15 **Audit Confidentiality.** All information received or reviewed by the Union or professionals retained by the Union in connection with an audit contemplated in this Agreement shall be kept confidential and neither the Union nor its representatives shall disclose any such information, except to enforce the provisions of this Agreement.
- 18.16 **Petty Cash.** The Company must provide petty cash to Employees in a timely manner prior to the purchase of items and services on behalf of the Company. No Employee shall be required to spend their own money for Company purposes. The Company must ensure that petty cash records are reconciled prior to the completion of the Employee's employment on the Production and that any demand for repayment by the Employee is communicated to the Employee, with a copy to the Union, by no later than two (2) weeks after the Employee's employment on the Production ends. Any failure on the part of the Company with the time limits contemplated herein shall relieve the Employee of any obligation to repay any petty cash amounts.

Article 19. PRODUCTION ZONES AND TRAVEL

- 19.1 **Home Zone.** The Union's provincial Home Zone in St. John's, Newfoundland shall be as follows:
- (1) any location situated within fifty (50) kilometres and forty-five (45) minutes of travel from the Union Office, at 0800 on Wednesday, as determined via Google Maps or other equivalent mapping program; and
 - (2) any location as may be approved by the Union's Executive Board in its sole discretion.

- 19.2 When an Employee is required to work on daily locations outside the boundaries of the Local's provincial Home Zone, the Company shall originate the call at its Base of Operations, which shall be defined as the location of the mailing address of the production office within the boundaries of the Home Zone.
- 19.3 **Production Zone.** The Local shall have the ability to establish a Production Zone within its jurisdiction. The Production Zone for the purposes of this Agreement shall mean any location situated within thirty (30) kilometres and thirty-five (35) minutes of travel from the Production Office, as determined via Google Maps or other equivalent mapping program; For clarity, the Production Office shall be considered as the Company's Base of Operations for the Production.
- 19.4 Any Employee who is required to work outside the provincial Home Zone shall be provided with per diem and accommodation as set out in Articles 19.5 and 19.6 of this Agreement.
- 19.5 **Per diems.** When Employees are working outside the provincial Home Zone, the Company shall pay each Employee in advance seventy-five dollars (\$75.00) per diem. The seventy-five dollars (\$75.00) per diem shall be for each twenty-four (24) hour period and shall be paid in cash prior to each week worked outside of the Zone.
- 19.6 If meals are provided at the expense of the Company, the per diem allowance may be reduced in the following manner: twenty dollars (\$20.00) for lunch and thirty-five dollars (\$35.00) for supper. When a mandatory breakfast is provided by the Company, the per diem allowance may be reduced by five dollars (\$5.00).
- 19.7 **Nearby Location.** When a location fits only within one (1) of the two (2) measurements of time and distance as per articles 19.1 and 19.3, the Union may determine it a nearby location. In which case, the Company is relieved of the obligation to provide supper per diem under articles 19.5 and 19.6, except where article 19.8 is applicable.
- 19.8 When an Employee's workday on location outside the provincial Home Zone exceeds a total of fifteen (15) hours inclusive of all travel and meal breaks, the Company shall provide and pay the full cost of accommodations in accordance with article 19.15. Employees shall be obligated to use the accommodations supplied. Should the Company not provide accommodations in this instance, then the Employee shall be paid an additional three (3) hours pay based on rate in use and effect at the end of the shift, plus all applicable penalties and fringes. Additionally, the Employee will receive a per diem payment of thirty-five dollars (\$35.00). If travel exceeds two (2) hours and a room is not provided, the rest period will be increased by said travel time.
- 19.9 On daily locations outside the Home Zone or the Production Zone, an Employee's work hours shall be determined with reference to the Employee's call time from "portal to portal".
- 19.10 For locations inside the Home Zone or Production Zone, an Employee's work hours shall be determined with reference to the Employee's call time "set to set".

- 19.11 **Travel Time.** When a work location is outside the Home Zone, travel time to the location shall be paid at the Employee’s basic hourly rate. Travel time from the location to the production office within the zone shall be paid at the rate in use and effect during the last quarter-hour of work at the location.
- 19.12 When a work location is located outside the Production Zone, travel time to the location shall be paid at the Employee’s basic hourly rate. Travel time from the location to the place of accommodation within the zone shall be paid at the rate in use and effect during the last quarter-hour of work at the location.
- 19.13 Travel time from the Production Office to the work location outside the provincial Home Zone or travel time from the place of accommodation to the work location outside the Production Zone shall be predetermined by the Production Manager or designated Company representative in consultation with the Union and the Transportation Coordinator, except as stipulated in article 19.18. This time period will be determined using Google Maps or other equivalent mapping program allowing for safe travel based on the location, highway conditions and any applicable rules and regulations of the Department of Transportation in the applicable province.
- 19.14 **Company Shuttle.** The Company must provide transportation to and from the location(s) from their Base of Operations inside the Home Zone and Production Zone, agreed to by the parties prior to the scheduled days of shooting outside the applicable zone.



- 19.15 **Accommodations.** When the Company is obliged to provide accommodations for Employees, the accommodations shall be clean and comfortable single-occupancy accommodations with a Canada Select rating standard at the time of three (3) stars or better. When accommodations of this standard do not exist in the work location, accommodations of the highest standard available shall be provided. Should an Air B&B or home rental be provided, it must match the standards of a hotel room contemplated herein. When employees are required to stay in accommodations for longer than five (5) days, the employees must have access to operating and properly equipped kitchen and laundry facilities at the expense of the Company. No Employee shall be required to stay in substandard accommodations.

- 19.16 On distant locations, each Employee shall be notified prior to departure as to what accommodations are available on location. All Employees will be informed at least twenty-four (24) hours prior to departure as to what kind, class or mode of transportation will be furnished. The return fare is to be paid before departure. Transportation to and from airports and ferry terminals shall be provided by or reimbursed by the Employer.
- 19.17 **Unworked Premium Days or Statutory Holidays on Distant Location.** An Employee on distant location shall receive double per diem on unworked premium days. An Employee on distant location shall receive regular per diem on an unworked Statutory Holiday, as per article 16, 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 regular per diem.
- 19.18 **Travel Days.** Travel days, exclusive of other work performed, shall be paid at the Employee's minimum call for each travel day inclusive of premium days. If travel exceeds the minimum call, the Employee shall be paid for the actual hours of travel, including wait times at various travel terminals, at straight time based on the travel plan booked by the Company. Travel days are subject to turnaround penalty determined in accordance with Article 15.4 of this Agreement. If this travel occurs on a Statutory or Proclaimed Holiday, the payments contemplated herein shall be paid in accordance with Article 16.7 of this Agreement.
- 19.19 When transportation is provided by the Company, the transport will be of a standard approved by the Transport Coordinator and the Union. When traveling by air, economy class shall be considered adequate.
- 19.20 **Maximum Passenger Load.** When transporting Employees by car to a location within a two (2) hour driving distance from the Company Base of Operations, the maximum number of passengers per standard sedan shall be five (5), including the driver. The maximum number of passengers per standard seven-passenger vehicle shall be six (6), including the driver. If the driving distance exceeds two hours from Base of Operations to location, the maximum shall be reduced by one individual to four (4) and five (5) individuals respectively, including the driver. It is the Company's responsibility to ascertain that all vehicles and occupants are fully insured.
- 19.21 When an Employee is required to move from one place of work to another, the Company shall supply proper legal transport there and back. Such time spent traveling shall be considered as time worked. Employees shall not ride in the back of trucks or in the freight area of any vehicle.
- 19.22 An Employee refusing in good faith to travel by plane or helicopter will not jeopardize their future working opportunities on assignments, which do not require travel by plane or helicopter.
- 19.23 When Employees are required to travel overnight by train or ship, the Company must provide at least lower berth accommodations.
- 19.24 **Currency.** When Employees are required to work in Europe, all per diems that are payable under this Article shall be paid in the denomination of the country in the numerical amounts provided

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

- 19.25 **Parking.** When an Employee is required to work at a location inside the Local's Home Zone or Production Zone, the Company shall provide secure parking facilities for private vehicles within a reasonable walking distance from such location. Otherwise, a shuttle system will be implemented to transport all Employees to and from the parking facility and the shooting location. If such parking area is not provided, the Company shall reimburse each Employee for parking fees and the call sheet will provide directions to available parking lots in the area. The cost of parking will be the responsibility of the Company.
- 19.26 **Snow Tires.** Production vehicles used for the transport of cast and crew will be equipped with snow tires when production takes place both inside and outside the zone(s) between November 1st and April 30th.
- 19.27 All time spent driving a production vehicle for work purposes is deemed work time and will be paid as such. One's daily commute to and from work is not deemed work time unless covered under article 19.11, 19.12 and 19.18.

Article 20. SCRIPT SUPERVISORS

- 20.1 **Preparation Duties.** The Company shall remunerate the Script Supervisor for authorized preparation duties as follows:
- (1) Feature Film: eight (8) days at ten (10) hours per day paid at the prevailing contracted hourly rate.
 - (2) MOW: four (4) days at ten (10) hours per day paid at the prevailing contracted hourly rate.
 - (3) Series/Pilots: twelve (12) hours per one-hour episode paid at the prevailing contracted hourly rate or eight (8) hours per half-hour episode paid at the prevailing contracted hourly rate.
- 20.2 Script timing is not considered part of these preparation hours and shall be negotiated with the Script Supervisor.
- 20.3 Preparation for production may include: the preparation of the day breakdown, chronology, and page count; attendance at production meetings; and collaboration with the Director and other Heads of Departments as shall be necessary. Attendance at rehearsals is not considered to be part of the preparation schedule.
- 20.4 **Duties during Shooting.** Daily continuity notes shall be prepared at the prevailing contracted hourly rate. The minimum time allotted for preparation of daily continuity notes shall be one hour

after crew wrap. All overtime as per article 13 and turnaround penalties, as per article 15, shall apply, but meal penalties shall not apply to the time assigned to the preparation of continuity notes.

- 20.5 **Multiple Cameras.** When two or three cameras are utilized simultaneously for fifty percent (50%) or more of the shooting time in a day, the Script Supervisor shall be paid an additional forty dollars (\$40.00) per day. The use of more than three (3) cameras operating simultaneously shall be paid at a rate negotiated with the Script Supervisor.
- 20.6 **Additional Units.** No Employee from any other department shall be permitted to perform the duties of the Script Supervisor on any additional unit.
- 20.7 A Script Assistant may fill the role of Script Supervisor on additional units provided that no IATSE Local 709 Script Supervisor members are available. The Union reserves the right to determine the training required for the Script Assistant position.
- 20.8 Script Supervisors shall not be required to supply equipment such as digital cameras, computers, printers, or continuity forms without remuneration.

Article 21. INSURANCE

- 21.1 **Workers Compensation.** The Company shall ensure all Employees are covered under provincial government workplace injury insurance and proof thereof shall be provided to the Union before any Employees commence work.
- 21.2 **Travel Insurance.** When Employees are required to travel by commercial air carrier, each Employee shall be insured by the Company for the duration of the travel, including the return trip, for the sum of two hundred and fifty thousand dollars (\$250,000). Employees required to travel on a non-commercial air carrier, such as a small aircraft or helicopter, will each be insured for not less than one million dollars (\$1,000,000). Employees shall be required to fill out a form specifying a beneficiary which shall be provided to the Employees prior to their departure. This form shall be filed with the designated representative of the Company and a copy forwarded to the Union office.
- 21.3 When Employees are required to work outside of Canada, the Company agrees to provide out-of-Canada medical insurance which covers such items as all hospital expenses, all medical expenses, all lodging during convalescence away from home, all prescriptions and medicine, all travel for medical purposes and all costs of repatriation, whether alive or deceased. Upon the request of the Employee or the Union, the Company will provide proof of coverage.
- 21.4 The Company shall provide the Out of Canada medical insurance for all instances requiring such coverage, including those occurring during working hours and during idle or layover hours.

Article 22. CANCELLATION OF CALLS AND DAILY CALLS

- 22.1 The Company may cancel calls for Employees working as Daily Employees up to ten hours prior to the starting time of the call. If such notice is not given, the Company shall pay the Employee one day's pay at the basic hourly rate.
- 22.2 In the event that the Department of Transportation and Works deems roads unsafe for travel and, therefore, inclement weather conditions cause the shutdown of production prior to Employees arriving at work, the Company shall not be responsible to pay Employees for the time not worked. However, if production is shut down after Employees arrive at work, the Company shall pay the Employee one day's pay at the basic hourly rate. The Company must ensure the following protocol:
- (1) the missed production day is added back to the production calendar;
 - (2) all weekly Employees are notified in writing;
 - (3) all Heads of Department are notified via phone and instructed to notify their departments via phone.
- 22.3 **"Weather-permitting" Call.** The Company may issue a "weather-permitting" call for snow, sleet, ice storms, rain or high winds, extreme heat and/or air quality to Employees prior to their dismissal for the day. The Company shall provide notice to the Union upon the issuance of a "weather-permitting" call. The Company may cancel a "weather-permitting" call up to four (4) hours prior to the call time. Should a "weather-permitting" call be cancelled the Company must follow the protocol in accordance with article 22.2. If a Daily Employee is notified not to report to work up to four (4) hours prior to the call time, the Company shall not be required to pay the Daily Employee.

Article 23. HEALTH AND SAFETY

- 23.1 Workplace health and safety is the responsibility of the Company as per provincial Occupational Health and Safety legislation. It shall be the responsibility of the Company:
- (1) to provide employment and places of employment which are safe and healthful for the Employees;
 - (2) to provide and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes, which are reasonably adequate to render such employment and places of employment safe and healthful;
 - (3) to do every other thing reasonably necessary to protect the life, safety and health of Employees; and
 - (4) to not require or permit any Employee to enter or be in any employment or places of employment which are not safe and healthful.

- 23.2 The Company and Employees shall comply with all governing provincial Occupational Health and Safety legislation in the province in which the production is taking place. If the Union informs Production of any working conditions that may pose a health or safety risk the Employer will immediately resolve the issue. If the Union and the Employer cannot agree on a reasonable remedy, then an Occupational Health & Safety officer may be called in to offer recommendations.
- 23.3 No representative of the Company nor any Employee shall:
- (1) remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning furnished for the use of Employees in any employment or places of employment;
 - (2) interfere with the use of any method or process adopted for the protection of any Employee in such employment or places of employment.
- 23.4 Rigid observance of safety regulations must be adhered to and failure of any Employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no Employee shall be discharged or otherwise disciplined for refusing to perform any work the Employee honestly believes will place their health and safety and/or their co-workers' health and safety at risk. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Company and the Union therefore undertake to promote, in every way possible, the Employees' role in preventing workplace accidents.
- 23.5 **On-Set Injury.** Any Employee unable to complete their shift because of an injury sustained on the job shall be paid the minimum call, or time worked if minimum call is exceeded, in accordance with article 12.3.
- 23.6 The Company will notify the Union in writing within twenty-four hours (24) of any occupational injury which requires the Producer to issue a Form 7 and will provide the date and the general circumstances of the occurrence.
- 23.7 The Company shall provide information about the type of hazardous materials that are to be used in the workplace prior to it being used for filming.
- 23.8 **Dangerous Work.** Where dangerous work is involved, the Company shall take all reasonable and precautionary measures to ensure the health and safety of all individuals in the workplace including Employees. An Employee's refusal to undertake any dangerous or hazardous work shall in no way be held against the Employee or prejudice their employment with the Company.
- 23.9 **Reporting Unsafe Conditions.** The reporting of unsafe working conditions, including weather conditions, shall be immediately reported to the Production Manager and/or the Company who will instruct on the appropriate safety measures.
- 23.10 **Special Effects.** The Company shall respect the Special Effects Coordinator's responsibility to ascertain after-blast safety and provide return-to-the-blast-site instructions.

23.11 **Property Master and Licensing.**

- (1) The Company will provide to the Union proof of the following:
 - (a) Property Master's Possession and Acquisition License (PAL) matching the level of prop firearms being used (non-restricted, restricted, prohibited etc.)
 - (b) Licensed props personnel listed on the "Production Film Firearms Business License"
 - (c) Yearly permit to transport the prop firearms
- (2) The Company shall hire a dedicated member of the props department as on-set crew to oversee prop firearms when they are used by background performers.
- (3) The Company shall hire a firearms wrangler qualified to guarantee the safe handling of required firearms for scripted stunt action involving prop firearms and/or the use of a prop firearm to replicate loading and firing action through any pressurized canisters, blanks, or electrical means.

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

23.13 **First Aid.** As per Provincial regulations, an individual holding an appropriate First Aid Certificate must be employed and on set during all pre-production, shooting and wrap periods. All vehicles operated by the Transport Department, except for picture vehicles and rented personal use vehicles, shall contain a #1 First Aid kit which complies with CSA Z1220 standards. The Craft Service, Assistant Director, Grip, and Electric Departments shall all be equipped with a #2 First Aid kit which complies with CSA Z1220 standards.

23.14 **First Aid Assessments.** The Employer shall assess its first aid needs on each production in advance of the workday based on the anticipated circumstances for that day.

23.15 **Work Site Inspection.** Upon request by the Union, the Employer shall undertake a work site safety inspection by a professional inspector, at the Employer's expense. The Business Agent will be present at the time of the inspection, and/or at the time a verbal report is given by such inspector. Any written report produced shall be sent to the Union. The Union agrees to only request such an inspection when warranted concern has been raised by someone covered by the bargaining unit.

23.16 **Safety Representative.** The Company will ensure the requisite Company and Union appointed Health and Safety representatives to oversee set safety in the workplace, are in place as required by applicable Occupational Health and Safety legislation.

23.17 **Set Medic.** The company will employ a set medic on set each day of production.

- 23.18 The set medic shall be equipped with the appropriate kit including an automated external defibrillator (AED). An AED is mandatory on set.
- 23.19 **Washrooms.** Washrooms and toilet facilities shall be provided by the Company on all pre-production, production, and post-production work sites and shall be maintained as follows:
- (1) One (1) suitable toilet to be provided for up to ten (10) workers and one (1) additional toilet for every twenty (20) workers or fraction of those likely to be present.
 - (2) Additional toilets to be provided where toilet facilities are likely to be used by persons in addition to workers.
 - (3) Toilet facilities shall be located not more than two hundred metres (200m) from every work unit (i.e. main unit shooting crew, all additional shooting units, all prep units, all wrap units, etc.). When toilet facilities are unable to be provided within the specified distance, the Transport Department shall have a dedicated production driver(s) to accommodate shuttles to nearby washrooms.
 - (4) Toilet facilities shall contain sinks and necessary items to permit proper handwashing.
 - (5) In winter, heated trailer washrooms will be provided unless it is unreasonable to do so.
- 23.20 The Employer will take necessary steps to ensure menstruation products are made available to Employees in all workplace washrooms at no cost to Employees.
- 23.21 All Employees shall be informed prior to departure as to what can be expected in respect to weather conditions at or near the shooting site so that they may reasonably provide themselves with suitable clothing and/or equipment.
- 23.22 **Workplace Violence and Harassment Policy.** The Company shall ensure that a Workplace Violence and Harassment Policy is in place and that all Employees are advised of this policy. This policy is to include definitions of Workplace Violence and Harassment, as well as the lines of communication if an Employee witnesses or is subject to workplace violence and harassment. The Company shall provide a copy of this policy to the Business Agent prior to signing the Collective Agreement. Should the Company not have a Workplace Violence and Harassment policy the IATSE 709 Statement on Harassment will be adopted, and all Union members will be directed to speak with their Key, Production Manager, Producer or other Company representative regarding any harassment claims.
- (1) **IATSE 709 Statement on Harassment.** IATSE has acknowledged the safety and well-being of its members to be of the greatest concern. The IATSE 709 Equality Statement reads in part “IATSE leaders and members must be vigilant in working, both with each other and with our Employers, to promote an equal and welcoming environment for all people, through our actions, attitude, and language.” No human being should ever be subjected

to any type of sexual, physical, or verbal abuse in the workplace. IATSE condemns sexual or other physical abuse perpetrated in the workplace; and efforts will be made to support IATSE members who report workplace abuse. Locals of the IATSE will work together to inform members that such actions will not be tolerated and that anyone responsible for workplace abuse will be held accountable. IATSE encourages and advocates for respectful work environments and adheres to anti-harassment, anti-discrimination, and anti-bullying workplaces. We recognize that sexual harassment in the entertainment industry is not a one-time issue to confront. IATSE leaders and members are continuing to actively work together and with the larger entertainment industry to advocate for safer work environments for everyone.

Article 24. SICK LEAVE AND BEREAVEMENT LEAVE

24.1 Sick Leave.

- (1) If an Employee is unable to attend work due to physical or mental illness or injury, the Employee must phone (email and text do not suffice) their Department Key at least one (1) hour prior to their expected start time. If a voicemail is left it must provide the Department Key with a contact number and a time at which the Employee can be contacted that day, if necessary.
- (2) When planning to return to work after sick leave, it is the responsibility of the Employee to inform their Department Key of the intended day of return at least twenty-four (24) hours prior to the next day’s call time (Company weekends are not included in this twenty-four (24) hour notice). This notice allows the Department Key to affectively determine and hire the necessary daily crew as required by production.

24.2 Paid Sick Leave. An Employee hired as a weekly Employee is entitled to paid sick leave as follows:

- (1) Calculation of paid sick leave:

Total # of days of Principal Photography	Total # of paid sick days
<i>Less than 20</i>	<i>0</i>
<i>20 - 40</i>	<i>1</i>
<i>41 - 60</i>	<i>2 (1 for Tier 5)</i>
<i>61 - 80</i>	<i>3 (2 for Tier 5)</i>
<i>81 - 100</i>	<i>4 (3 for Tier 5)</i>
<i>100+</i>	<i>5 (4 for Tier 5)</i>

- (2) A day of sick leave pay shall be equal to eight (8) hours’ pay at the Employee’s straight time hourly rate.

- (3) Any day on which an Employee makes use of paid sick leave shall not be considered a day worked for the purposes of calculating Weekend Premium Days (6th and 7th Days).
- (4) There shall be no discrimination or retaliation against any Employee for exercising the right to use paid sick leave.

24.3 **Bereavement Leave.** In the event of the death of an Employee's immediate family member(s), a "weekly" Employee is entitled to 3 days Bereavement Leave consisting of two days paid leave and one day unpaid leave. A "daily" Employee is entitled to two days of unpaid leave. An immediate family member is defined as: a spouse, a child, a grandchild, the mother, father, a brother or sister, a grandparent or a mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law of the Employee.

Article 25. LAY OFF, DISCIPLINE AND DISMISSAL

25.1 **Layoff.** For the purposes of this Agreement shall mean a temporary or permanent end of employment — other than a discharge for cause — due to a shortage of work, including hiatus or scheduled termination. It is understood that a lay-off automatically occurs at the end of a defined call as follows:

- (1) An end date is specified in an Individual Employment Contract (Deal Memo);
- (2) At the end of the shift of a Daily Call;
- (3) At the end of principal photography, unless an Employee is specifically requested to remain employed beyond such date for wrap duties.

25.2 In the event of the layoff of an Employee hired on a weekly basis, the Company shall provide the Employee one (1) week written notice, or one (1) week of pay in lieu of notice. One (1) week shall be considered five (5) working days.

25.3 When any layoffs occur, the personnel to be affected by such layoffs shall follow the order of layoff and be decided upon by the Company in consultation with the Head of the Department.

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

25.5 **Right of recall.** When weekly employees are laid off due to a shortage of work including hiatus or scheduled termination, weekly employees have the right of recall when employment commences after the temporary layoff.

25.6 **Discipline/Dismissal with Cause.** The Company shall have the right to discipline or dismiss any Employee supplied by the Union for which the Company can show just cause. In every case of

dismissal for just cause, the Company will immediately provide, in writing, the detail of the reasons and the circumstances of the dismissal to the Union and the Employee.

25.7 No Employee shall be discharged (as distinguished from layoffs) by the Company without just and reasonable cause. Refusal to comply with an order, directive, or assignment that is unlawful, unsafe, or which is known by the Employee to be in violation of a location permit shall not result in discipline or discharge.

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

(1) **First Warning (Verbal)** – The Employee shall be notified by their Head of Department of any unacceptable behavior or poor job performance and given direction as to how to rectify the problem.

(a) In the case where the Head of Department is the person to whom the verbal warning is directed, the Production Manager will give the warning.

(b) The Employee will be allowed two (2) working days to improve their unacceptable behaviour or poor job performance.

(c) The Employee receiving the warning has the right to have a Union representative present.

(d) The Union will be notified as to which Employee the warning was given and the reason for the warning.

(e) The Union will verify with the Employee that the verbal warning has been given and will ensure the Employee understands the implications of the warning.

(2) **Written Reprimand** – Should the Employee refuse to adhere to the direction given by the Head of Department or Production Manager, the Employee will be given written reprimand and written notice that an additional three (3) workday period will be provided to rectify the situation or termination will be forthcoming.

(a) The Production Manager or Line Producer will issue the written reprimand.

(b) A copy of the written reprimand will be forwarded immediately to the Union for verification and discussion with the Employee.

(3) **Termination** – If the Employee has failed to show willingness to cooperate with the principles of progressive discipline as stated above and the inappropriate behavior or poor job performance has continued, the Employee may be terminated at the end of their shift.

- (a) The five (5) working days of the progressive discipline period shall be considered to have served the purpose of the required one (1) week notice.
- (b) The Company shall not be obligated to provide a further one (1) week notice or the one (1) week salary in lieu thereof. The Union shall be notified immediately of the termination.
- (c) The Company will issue a written termination notice, including cause for dismissal.
- (d) A copy of the written termination notice will be forwarded to the Union immediately.

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

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

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

25.12 In the event a disciplinary measure is subjected to the Grievance procedure, the burden of proof lies with the Employer.

Article 26. SETTLEMENT OF DISPUTES

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

26.2 The Grievance Procedure will be as follows:

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

- (2) Should a resolution not be reached, then the Employee may file a Notice of Grievance with the Union office within seven (7) calendar days of the occurrence upon which the grievance was based or, within seven calendar days after the facts underlying the grievance became known by the Employee. Upon receipt, a representative of the Union shall investigate the claims then discuss the matter with a representative of the Company. A representative of the Union may also invoke the Grievance Procedure on behalf of any Employee or Employees. Should the dispute be regarding payroll issues, the above seven (7) day timeline may not be applicable. At this stage, the Union and the Company will thoroughly discuss the matter and endeavor to reach an amicable settlement.
- (3) When it is evident that a settlement is not forthcoming, then a grievance must be presented in writing. This Grievance Letter must be submitted to the other party within fourteen (14) calendar days of the occurrence of the event upon which the grievance is based, or, within fourteen (14) calendar days after the facts underlying the grievance became known or should reasonably have become known by the Employee, the Company, or the Union. Claims not submitted within this time period shall be deemed waived.
- (4) Should a resolution not be reached within seven (7) calendar days after receipt of the Grievance Letter, then the grievance will be submitted to a single Arbitrator, whose decision will be final and binding. Prior to Arbitration, it may be agreed upon by both parties to seek non-binding Mediation, which may (if an agreement is reached) eliminate the need for further proceedings.
- (5) The Arbitrator will be a person agreed upon by the Company and the Union. Failing such agreement, either party may request the Minister of Labour in the province in which the grievance arises to appoint an Arbitrator in accordance with provincial legislation. All costs of Mediation and/or Arbitration will be borne equally by both parties.
- (6) The Arbitrator and/or Arbitration Board will not be vested with the power to change, add to or otherwise amend any of the conditions of this Agreement.

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

Article 27. DIGITAL MEDIA

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

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

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

Article 28. PROTECTION OF RIGHTS

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

(1) 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 misconduct of the Employee. For the purpose of this article, gross negligence is defined as circumstances when it must be plain that 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.

(2) (a) The Employee shall cooperate fully in the defense of the claim or action, including, but not limited to, providing notice to the Company immediately upon becoming aware of any claim or litigation and attending of hearings and trials. Absent such full cooperation, the Employee is subject to losing the benefits of this article 27.

(b) The protection provided to the Employee in Section (a) above 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 Section (a) does not expire with the expiration of this 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 Company.

28.2 The Employer shall indemnify the Employee (including persons engaged as a dependent contractor and/or loan-out corporation) for all reasonable legal costs incurred to defend against any federal criminal and/or provincial quasi-criminal charges which the Employee (including persons engaged as a dependent contractor and/or loan-out corporation) may be charged with in the course of his/her/its performance of assigned duties and also indemnify the Employee (including persons engaged as a dependent contractor and/or loan-out corporation) for any federal criminal and/or provincial quasi-criminal fines imposed.

28.3 **Workplace Equality Policy.** The Company shall not allow discrimination against or engage in any harassment of any applicant for employment or Employee for reasons based on race, colour, ancestry, place of origin, political or religious affiliation, marital status, family status, physical or mental disability, sex, gender identity, gender expression, sexual orientation, age, conviction for which a pardon has been granted, Union membership or participation in the lawful activities of the Union, or any of the basis prohibited by applicable federal or provincial law. The Company will make its Harassment and Discrimination policy available to all Employees as well as provide a copy to the Business Agent prior to signing the Collective Agreement. Should the Company not have a Workplace Equality policy the IATSE 709 Equality Statement will be adopted, and all Union members will be directed to speak with their Key, Production Manager or Producer regarding any inequality claims.

(1) **IATSE 709 Equality Statement.** Equal rights are the cornerstone of the labor movement. Unions were founded on the principle that all people are equal, and all people are deserving of respect and fair treatment. Equality issues run through all areas of trade union activities – from health and safety to wage negotiations. IATSE is committed to equality of opportunity and to eliminating all forms of discrimination. We are opposed to unlawful and unfair discrimination and oppression on the grounds of sex, gender identity and expression, relationship or marital status, race or ethnicity, disability, sexual orientation, age, language, background, political or religious beliefs, physical appearance, pregnancy, or responsibility for dependents. We believe that equality for all is a basic human right and we actively oppose all forms of unlawful and unfair discrimination. IATSE leaders and members must be vigilant in working, both with each other and with our Employers, to promote an equal and welcoming environment for all people, through our actions, attitudes, and language. The IATSE celebrates the diversity of society and is striving to promote and reflect that diversity within this organization.

Article 29. COMMUNICATIONS

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

Article 30. INTENT OF AGREEMENT

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

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

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

Article 31. GREEN PRACTICES

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

Article 32. CYBER SECURITY

32.1 **Cyber Security Requirement.** When the Employer requires sensitive information to be distributed from an Employee's personal device(s) (ex. computer and/or cell phone) each device must be protected by a trusted anti-virus software provided by the Employer and a rental fee for each device is required. If the use of WIFI is required, Employee's without an unlimited data plan must be compensated for additional data use expenses by the Employer. The Employer maintains the right to provide device(s) in lieu of providing a rental fee to the Employee.

SIGNED BY THE UNION

LOCAL 709 of the I.A.T.S.E.

55 Elizabeth Ave. Unit 207

St. John's NL A1A 1W9

P: (709) 754-1746

F: (709) 754-1774

Signature of Business Agent of the Union

Business Agent

Date

Signature of Witness for the Union

Printed Name of Witness

Date

Signature of Executive Officer of the Union

Printed Name of Executive Officer

Date

SIGNED BY THE COMPANY

Signature of Producer or Company Officer

Printed Name of Producer or Company Officer

Date

Signature of Witness for the Company

Printed Name of Witness

Date

Signature of Producer or Company Officer

Printed Name of Producer or Company Officer

Date

SCHEDULE A – MINIMUM RATES

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

Productions with a fully executed Collective Agreement that began principal photography on or before December 31st shall carry over the terms of the signed agreement including rates until March 31st of the following year. On April 1st the current year’s rate sheet applies.

SCHEDULE A - Minimum Rates (Effective January 1, 2026 to December 31, 2026)

*All amounts in Canadian Dollars	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
	FEATURE M.O.W. MINI-SERIES \$12 Million CAD+	FEATURE M.O.W. MINI-SERIES \$5.5 Million CAD+	FEATURE M.O.W. MINI-SERIES \$3 Million - \$5.5 million CAD	LOW BUDGET FEATURE \$1.25 to \$3 Million CAD	ALL PROJECTS under \$1.25 Million CAD
	SERIES \$1.8 million CAD+ per 1/2 hour episode OR \$4 million CAD+ per 1 hour episode	SERIES \$900,000 - \$1.8 million CAD per 1/2 hour episode OR \$2 million - \$4 million CAD per 1 hour episode (FIRST SEASON INCENTIVE - TIER 3)	SERIES \$450,000 - \$900,000 CAD per 1/2 hour episode OR \$900,000 - \$2 million CAD per 1 hour episode (FIRST SEASON INCENTIVE - TIER 4)	M.O.W. \$1.25 Million CAD+ SERIES up to \$450,000 CAD per 1/2 hour episode OR up to \$900,000 CAD per 1 hour episode	
JOB CLASSIFICATIONS					
ACCOUNTANTS					
Production Accountant (Key)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
1st Assistant Accountant (General)	\$3,039.23	\$2,887.31	\$2,735.40	\$2,583.47	\$2,430.72
1st Assistant Accountant (Payroll)	\$3,039.23	\$2,887.31	\$2,735.40	\$2,583.47	\$2,430.72
2nd Assistant Accountant	\$2,538.40	\$2,411.92	\$2,284.64	\$2,158.16	\$2,030.85
3rd Assistant Accountant	\$2,072.54	\$1,969.12	\$1,864.90	\$1,761.47	\$1,658.00
Trainee Assistant Accountant	\$1,434.16	\$1,226.16	\$1,212.64	\$1,212.64	\$1,212.64
<i>Accounting rates are weekly rates based on five (5) consecutive workdays as per Article 12 of this agreement</i>					
ANIMAL WRANGLER					
Key Animal Wrangler	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Wrangler Captain (1st)	\$40.46	\$38.44	\$36.41	\$34.39	\$32.36
Wrangler (2nd)	\$37.34	\$35.46	\$33.60	\$31.73	\$29.87
COSTUME					
Costume Designer (HOD)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Asst. Designer/Costume Supervisor (1st)	\$43.42	\$41.25	\$39.07	\$36.90	\$34.74
Costume Set Supervisor (1st)	\$43.42	\$41.25	\$39.07	\$36.90	\$34.74
Costume Truck Supervisor (2nd)	\$42.01	\$39.90	\$37.80	\$35.70	\$33.60
Extras Costume Supervisor (2nd)	\$42.01	\$39.90	\$37.80	\$35.70	\$33.60
Cutter (2nd)	\$42.01	\$39.90	\$37.80	\$35.70	\$33.60
Performers Costumer (3rd)	\$40.60	\$38.57	\$36.54	\$34.51	\$32.48
Set Costumer (3rd)	\$40.60	\$38.57	\$36.54	\$34.51	\$32.48
Costume Buyer (3rd)	\$40.60	\$38.57	\$36.54	\$34.51	\$32.48
Breakdown Artist (3rd)	\$40.60	\$38.57	\$36.54	\$34.51	\$32.48
Special Skills Costumer (3rd)	\$40.60	\$38.57	\$36.54	\$34.51	\$32.48
Stitcher (3rd)	\$40.60	\$38.57	\$36.54	\$34.51	\$32.48
Dresser/Costume Assistant (4th)	\$36.26	\$34.46	\$32.64	\$30.83	\$29.02
CRAFT SERVICE					
Key Craft Service	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
1st Assistant Craft	\$33.85	\$32.16	\$30.46	\$28.78	\$27.08
2nd Assistant Craft	\$29.84	\$28.34	\$26.85	\$25.36	\$23.87
DIVING					
Diving Coordinator (Key)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Diving Supervisor (1st)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Diver (2nd)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Diver Tender (3rd)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
GRIP					
Key Grip	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Best Person Grip (2nd)	\$40.46	\$38.44	\$36.41	\$34.39	\$32.36
Truck Grip (2nd)	\$40.46	\$38.44	\$36.41	\$34.39	\$32.36
Dolly Grip (2nd)	\$40.46	\$38.44	\$36.41	\$34.39	\$32.36
3rd Grip	\$36.13	\$34.32	\$32.51	\$30.70	\$28.90
Crane Grip	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Rigging Grip	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
2nd Rigging Grip	\$41.44	\$39.36	\$37.29	\$35.22	\$33.16
Rigging Grip (3rd)	\$37.92	\$36.03	\$34.13	\$32.23	\$30.34
Key Aerial Rigger	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
2nd Aerial Rigger	\$62.88	\$59.73	\$56.59	\$53.45	\$50.30
3rd Aerial Rigger	\$54.31	\$51.59	\$48.88	\$46.17	\$43.45
Remote Head Technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Negotiated rates to be no less than \$2.00/hr above highest published rate within the Department (or sub category). Daily Calls extra \$0.75/hr					

SCHEDULE A - Minimum Rates (Effective January 1, 2026 to December 31, 2026)

*All amounts in Canadian Dollars	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
	FEATURE M.O.W. MINI-SERIES \$12 Million CAD+	FEATURE M.O.W. MINI-SERIES \$5.5 Million CAD+	FEATURE M.O.W. MINI-SERIES \$3 Million - \$5.5 million CAD	LOW BUDGET FEATURE \$1.25 to \$3 Million CAD	ALL PROJECTS under \$1.25 Million CAD
	SERIES \$1.8 million CAD+ per 1/2 hour episode OR \$4 million CAD+ per 1 hour episode	SERIES \$900,000 - \$1.8 million CAD per 1/2 hour episode OR \$2 million - \$4 million CAD per 1 hour episode (FIRST SEASON INCENTIVE - TIER 3)	SERIES \$450,000 - \$900,000 CAD per 1/2 hour episode OR \$900,000 - \$2 million CAD per 1 hour episode (FIRST SEASON INCENTIVE - TIER 4)	SERIES up to \$450,000 CAD per 1/2 hour episode OR up to \$900,000 CAD per 1 hour episode	
JOB CLASSIFICATIONS					
HAIR					
Head of Dept. Hair Stylist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
1st Assistant Hair Stylist	\$40.46	\$38.44	\$36.42	\$34.39	\$32.36
2nd Assistant Hair Stylist	\$36.13	\$34.32	\$32.51	\$30.70	\$28.90
Wig Maker	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
LIGHTING					
Gaffer (Key)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Best Person Lighting (2nd)	\$40.46	\$38.44	\$36.41	\$34.39	\$32.36
Generator Operator (2nd)	\$40.46	\$38.44	\$36.41	\$34.39	\$32.36
3rd Lighting Technician	\$36.13	\$34.32	\$32.51	\$30.70	\$28.90
Rigging Gaffer (Key)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Best Person Rigging Electric (2nd)	\$41.44	\$39.36	\$37.29	\$35.22	\$33.16
Rigging Electric (3rd)	\$37.92	\$36.03	\$34.13	\$32.23	\$30.34
MAKEUP					
Head of Dept. Makeup Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
1st Assistant Makeup Artist	\$40.46	\$38.44	\$36.41	\$34.39	\$32.36
2nd Assistant Makeup Artist	\$36.13	\$34.32	\$32.51	\$30.70	\$28.90
Special Effects Makeup Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
MARINE					
Marine Coordinator (Key)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Marine Coordinator (1st)	\$44.92	\$42.67	\$40.42	\$38.18	\$35.93
Boat Wrangler (2nd)	\$39.79	\$37.80	\$35.81	\$33.82	\$31.83
PROPS					
Property Master (Key)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Property Master (1st)	\$40.46	\$38.44	\$36.41	\$34.39	\$32.36
Gun Wrangler	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Property Buyer (1st)	\$40.46	\$38.44	\$36.41	\$34.39	\$32.36
Props Person (2nd)	\$36.13	\$34.32	\$32.51	\$30.70	\$28.90
Props Builder (2nd)	\$36.13	\$34.32	\$32.51	\$30.70	\$28.90
SCENIC PAINT					
Key Scenic Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Scenic Painter (1st)	\$49.39	\$46.91	\$44.45	\$41.97	\$39.51
Lead Scenic Painter (2nd)	\$44.22	\$42.01	\$39.80	\$37.59	\$35.38
Scenic Painter (3rd)	\$40.88	\$38.84	\$36.80	\$34.76	\$32.71
Scenic Painter's Assistant (4th)	\$33.13	\$31.48	\$29.83	\$28.16	\$26.51
SCRIPT SUPERVISOR					
Script Supervisor (Key)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Script Assistant (1st)	\$40.46	\$38.44	\$36.42	\$34.39	\$32.36
Negotiated rates to be no less than \$2.00/hr above highest published rate within the Department (or sub category).					
Daily Calls extra \$0.75/hr					

SCHEDULE A - Minimum Rates (Effective January 1, 2026 to December 31, 2026)

*All amounts in Canadian Dollars	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
	FEATURE M.O.W. MINI-SERIES \$12 Million CAD+	FEATURE M.O.W. MINI-SERIES \$5.5 Million CAD+	FEATURE M.O.W. MINI-SERIES \$3 Million - \$5.5 million CAD	LOW BUDGET FEATURE \$1.25 to \$3 Million CAD M.O.W. \$1.25 Million CAD+	ALL PROJECTS under \$1.25 Million CAD
	SERIES \$1.8 million CAD+ per 1/2 hour episode OR \$4 million CAD+ per 1 hour episode	SERIES \$900,000 - \$1.8 million CAD per 1/2 hour episode OR \$2 million - \$4 million CAD per 1 hour episode (FIRST SEASON INCENTIVE - TIER 3)	SERIES \$450,000 - \$900,000 CAD per 1/2 hour episode OR \$900,000 - \$2 million CAD per 1 hour episode (FIRST SEASON INCENTIVE - TIER 4)	SERIES up to \$450,000 CAD per 1/2 hour episode OR up to \$900,000 CAD per 1 hour episode	
JOB CLASSIFICATIONS					
SET CONSTRUCTION					
Construction Coordinator (Key)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Construction Lead (1st)	\$49.39	\$46.91	\$44.45	\$41.97	\$39.51
Assistant Lead Carpenter (2nd)	\$44.22	\$42.01	\$39.80	\$37.59	\$35.38
Scenic/On-set Carpenter (3rd)	\$40.88	\$38.84	\$36.80	\$34.76	\$32.71
Construction Buyer (3rd)	\$40.88	\$38.84	\$36.80	\$34.76	\$32.71
Carpenter's Assistant (4th)	\$33.13	\$31.48	\$29.83	\$28.16	\$26.51
SET DECORATION					
Key Set Decorator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Decorator (1st)	\$40.46	\$38.44	\$36.41	\$34.39	\$32.36
Leadperson (1st)	\$40.46	\$38.44	\$36.41	\$34.39	\$32.36
Set Buyer (1st)	\$40.46	\$38.44	\$36.41	\$34.39	\$32.36
On-Set Dresser (1st)	\$40.46	\$38.44	\$36.41	\$34.39	\$32.36
Assistant On-Set Dresser (2nd)	\$36.13	\$34.32	\$32.51	\$30.70	\$28.90
Set Dresser (2nd)	\$36.13	\$34.32	\$32.51	\$30.70	\$28.90
Head Greens (Key)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Lead Greens (1st)	\$40.46	\$38.44	\$36.41	\$34.39	\$32.36
Greens Dresser (2nd)	\$36.13	\$34.32	\$32.51	\$30.70	\$28.90
SET MEDIC					
Set Medic	\$42.54	\$40.52	\$38.49	\$36.47	\$34.44
SOUND					
Production Sound Mixer (Key)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Boom Operator (1st)	\$43.42	\$41.25	\$39.07	\$36.90	\$34.74
Utility Sound Technician (2nd)	\$39.72	\$37.73	\$35.74	\$33.76	\$31.77
Playback Operator (2nd)	\$39.72	\$37.73	\$35.74	\$33.76	\$31.77
SPECIAL EFFECTS					
Special Effects Coordinator (Key)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
1st Assistant Special Effects	\$43.42	\$41.25	\$39.07	\$36.90	\$34.74
2nd Assistant Special Effects	\$40.60	\$38.57	\$36.54	\$34.51	\$32.48
3rd Assistant Special Effects	\$36.26	\$34.46	\$32.64	\$30.83	\$29.02
TRANSPORTATION					
Transportation Coordinator (Key)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Driver Captain (1st)	\$34.81	\$33.06	\$31.32	\$29.59	\$27.84
Head Driver (2nd)	\$34.24	\$32.52	\$30.82	\$29.10	\$27.39
Base Camp Generator Operator (2nd)	\$34.24	\$32.52	\$30.82	\$29.10	\$27.39
Picture Vehicle Captain	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Picture Vehicle Assistant (3rd)	\$33.27	\$31.61	\$29.94	\$28.28	\$26.61
Unit/Heavy Equipment Driver (3rd)	\$33.27	\$31.61	\$29.94	\$28.28	\$26.61
Unit Sweeper (3rd)	\$33.27	\$31.61	\$29.94	\$28.28	\$26.61
Production Driver (4th)	\$31.52	\$29.94	\$28.36	\$26.79	\$25.21
Negotiated rates to be no less than \$2.00/hr above highest published rate within the Department (or sub category). Daily Calls extra \$0.75/hr					

SCHEDULE B – ARTIFICIAL INTELLIGENCE

Article 1. ARTIFICIAL INTELLIGENCE

1.0 **Artificial Intelligence.** This Article applies prospectively on or after the date of ratification of this Agreement.

1.1 **Definitions.**

- (1) The parties acknowledge that ‘Artificial Intelligence’ and ‘AI’ have become catchall names that generally refer to the ability of a machine-based system to apply analysis and logic-based techniques to solve problems or perform tasks and improve as it analyzes more data. An ‘AI System’ is any machine-based system that uses AI as a core function.
 - (a) **Machine Learning.** The parties acknowledge that machine learning (‘ML’) is a subset of AI that enables machines to develop algorithms, including via deep learning (as defined below), based on statistical inferences drawn from patterns in submitted training data, including, but not limited to, diffusion models and large language models, for the purpose of performing tasks. Such tasks include, but are not limited to, predicting human behaviors, disseminating information and generating content.
 - (b) **Generative Artificial Intelligence.** The parties acknowledge that generative artificial intelligence (‘Gen AI’) refers to a subset of ML that generates new content including, but not limited to, text, video, audio, three-dimensional (3D) models, code, and images. A ‘Gen AI System’ is any machine-based system that uses Gen AI as a core function.
 - (c) **Deep Learning.** The parties acknowledge that Deep Learning refers to a subset of ML based on artificial neural networks that have multiple layers of connected artificial neuron nodes processing data.
 - (d) The terms ‘Gen AI’ and ‘Deep Learning’ set out in this Agreement are used for convenience and shall also apply to any technology that is consistent with the foregoing definitions, regardless of its name or designation.

1.2 **Existing Technologies and Practices.**

- (1) The parties acknowledge that the Employer has historically used digital technologies, including without limitation so-called ‘traditional AI’ technologies programmed to perform specific functions (e.g., CGI, VFX, sound effects), and technologies such as those used during any stage of pre-visualization, pre-production, production, post-production, marketing and distribution and may continue to do so, consistent with its historical practices.

1.3 **New Technologies and Practices**

- (1) The parties acknowledge the importance of human contributions in motion pictures and the need to address the potential impact of the use of AI Systems on employment under this Agreement.

1.4 **Use of New Technologies**

- (1) An Employer continues to have the right to utilize new technologies in connection with motion picture production, including in connection with creative elements. An employer may require Employees to use any AI System or resulting output of such systems for use in connection with the performance of covered work. Employees who are assigned to utilize an AI System to perform services, including by inputting prompts or otherwise overseeing the use of the AI System, shall continue to be covered under the terms of this Agreement while performing such work.
- (2) The Employer will not require an Employee to provide prompts furnished by the Employee in the performance of bargaining unit work in a manner that results in the displacement of any covered employee.
- (3) Should an Employee use an AI System in the performance of covered work, the Employee will be required to adhere to the Employer's policies (e.g., policies related to ethics, privacy, security, copyrightability or other protection of intellectual property rights), which shall be provided to the Employee. In any event, the Employer retains the right to require that an Employee obtain consent from the Employer before using AI Systems, and the Employer retains the right to reject the use of AI Systems or any output from such use, including when the use could adversely affect the copyrightability or exploitation of the work or create other risks or liabilities for the Employer. The Employer agrees to provide the Union with any written policies governing the use of AI Systems by employees covered under this Agreement.
- (4) An Employer's decision to require an Employee to use an AI System in connection with the Employee's performance of bargaining unit work, including for any creative elements or administrative tasks, will be subject to consultation with the Union and the Employee at the Union and/or the Employee's request.
- (5) The Employer shall indemnify the Employee from liability and necessary costs, including by providing the Employee a legal defense resulting from any claims arising from the use of AI Systems or the resulting output occurring in the performance of the Employee's duties and within the scope of the Employee's employment with Employer.
- (6) Implementation of Work Training Programs - the parties acknowledge that the preferred method of addressing impact resulting from new technologies is through provision of work training and other programs designed to foster new skills to improve opportunities for employment and effective use of AI tools. The parties will cooperate in the

establishment of work training and other programs with respect to covered work under this Agreement and endeavour to establish a committee for the purpose of formulating and implementing such training and other programs. The parties agree the committee shall meet regularly during the term of this Agreement to discuss and review information related to the Employer's use and intended use of AI in motion picture production.

- (8) Claims for violation of this Article are arbitrable and must be brought under this Agreement. All remedies are available with the exception of injunctive relief. For clarity, the arbitrator shall have no authority to prohibit or restrict the use of any AI System or the resulting outputs.
- (9) No Employee shall be subject to scanning of the Employee's visual or vocal likeness for use in a motion picture without the Employee's consent. The Employer shall provide the Employee with a reasonably specific description of the intended use. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the employment contract (deal memo) that is separately signed or initialed by the Employee or in a separate writing that is signed by the Employee. A copy of the consent shall be provided to the Union in advance of it being presented to Employees. The Employee's consent to such scanning may not be a condition of employment and the consent itself shall clearly state the same.

SCHEDULE C – LETTER OF VARIANCE

(the “Company”)

for the Production currently entitled:

ALL SECTIONS REFER TO THE I.A.T.S.E. LOCAL 709 STANDARD COLLECTIVE AGREEMENT. THE TERMS AND CONDITIONS OF THE STANDARD AGREEMENT SHALL APPLY EXCEPT AS MODIFIED BELOW.