

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 _____

TABLE OF CONTENTS

CANADIAN CREATIVE INDUSTRIES CODE OF CONDUCT 6

PRE-PRODUCTION COLLECTIVE AGREEMENT 8

Article 1. TERM 9

Article 2. OBLIGATIONS AND RECOGNITION 9

 2.1 Prior Obligations..... 9

 2.4 Bargaining Agent. 9

 2.5 Job Classifications..... 9

 2.9 Company’s Right to Manage..... 9

 2.10 Legal Status of Company. 10

 2.11 Change in Title..... 10

 2.12 Change of Producer..... 10

 2.13 Transfer or Sale..... 10

 2.14 Modification of Terms..... 10

 2.15 Screen Credits..... 10

 2.16 Union Emblem..... 10

Article 3. DEFINITIONS..... 11

Article 4. JURISDICTION AND DIVISIONS OF WORK..... 11

 4.1 Bargaining Unit Work. 11

 4.2 No Sub-Contracting. 11

 4.3 Qualification of Employees..... 11

 4.8 Head of Department..... 12

 4.11 Adequate Staffing..... 12

 4.12 Work Performed Outside of Newfoundland and Labrador..... 13

Article 5. PERFORMANCE BOND 13

 5.3 Failure to Post Bond..... 13

Article 6. UNION PERSONNEL AND CREW CALLS 13

 6.1 Only Members in Good Standing..... 13

 6.3 Department Rosters 14

 6.4 Referrals Roster..... 14

 6.6 Upgrades..... 14

 6.9 Inclusion and Diversity 14

Article 7. UNION ACCESS 15

 7.2 Shop Steward..... 15

Article 8. NO STRIKE OR LOCKOUT 15

 8.3 No Discipline for Honouring Picket Line..... 15

Article 9. FORCE MAJEURE 15

Article 10. INDIVIDUAL EMPLOYMENT CONTRACTS 16

 10.2 Minimum Terms and Conditions..... 16

 10.3 Right to Negotiate Above Minimums..... 16

 10.9 Residency Information..... 17

Article 11. ENGAGEMENT OF NON-UNION EMPLOYEES	17
11.7 Work Permit	18
Article 12. HOURS OF WORK AND WORKWEEK	18
12.1 Workweek.	18
12.2 Work Day.	18
12.3 Minimum Call.	18
12.4 Weekend Premium Days (6 th and 7 th Day).	18
12.6 Shift of Workweek.	18
12.7 Notice of Shift of Workweek.	18
12.10 Pre-production Workweek.	19
12.11 Distinct Work Unit.	19
12.12 Production Hiatus.....	19
Article 13. OVERTIME HOURS	19
13.6 Weekend Premium Days Overtime.	19
13.8 Night Premium.	20
13.9 Maximum Compounding.....	20
Article 14. MEAL BREAKS AND MONIES	20
14.2 Substantials.	20
14.5 Second Meal Period.....	20
14.7 Grace Period	20
14.10 30 Minute Meal Period.....	21
14.11 Per Diems.	22
14.13 Dining Facilities.....	22
14.16 Meal Penalty.....	22
14.18 Green Services.....	22
14.19 Craft Service	22
Article 15. REST PERIODS AND DAYS OFF	23
15.4 Turnaround Penalty.....	23
15.5 Call time and Location	23
Article 16. HOLIDAYS	23
16.4 Holiday during Hiatus	23
16.5 Work Performed on a Holiday.....	23
16.8 Refusal to Work.....	24
Article 17. ADDITIONAL PAYMENTS AND DEDUCTIONS.....	24
17.1 Vacation Pay.	24
17.2 Retirement Benefit.....	24
17.3 Medical Fund Benefit.....	25
17.4 Administration Fee	25
17.5 Training and Welfare Fund.	25
17.7 Working Dues	25
Article 18. PAYMENT OF WAGES.....	25
18.1 Minimum rates.	25

18.2	Time of Payment.	25
18.3	Failure to Pay.	25
18.4	Late Payment.	26
18.5	Daily Employee	26
18.6	T2200 Form.	26
18.9	Provision of Budget	26
18.11	Adjustment of Budget Tier Prior to Audit.	26
18.12	Right to Audit.	26
18.13	Payment for Audit.	26
18.14	Adjustment of Budget Tier After Audit.	26
18.15	Audit Confidentiality.	27
Article 19. PRODUCTION ZONE AND TRAVEL		27
19.1	Home Zone.	27
19.3	Production Zone.	27
19.5	Per diems.	27
19.7	Nearby Location.	27
19.11	Travel Time	28
19.14	Company Shuttle	28
19.15	Mileage	28
19.16	Accommodations.	28
19.18	Unworked Sixth or Seventh Days, or Statutory Holidays on Distant Location	29
19.19	Travel Days.	29
19.21	Maximum Passenger Load.	29
19.23	Snow Tires	29
19.26	Currency.	29
19.27	Parking.	30
Article 20. SCRIPT SUPERVISORS		30
20.1	Preparation Duties.	30
20.4	Duties during Shooting.	30
20.5	Multiple Cameras.	30
20.6	Additional Units	31
Article 21. INSURANCE		31
21.1	Workers Compensation	31
21.2	Travel Insurance	31
Article 22. CANCELLATION OF CALLS AND DAILY CALLS		31
22.3	Weather-permitting Call	32
Article 23. HEALTH AND SAFETY		32
23.5	On-Set Injury.	33
23.8	Dangerous Work.	33
23.9	Reporting Unsafe Conditions.	33
23.10	Special Effects.	33
23.11	Workers' Compensation Board.	33

23.12 First Aid.....	34
23.13 First Aid Assessments	34
23.14 Work Site Inspections	34
23.15 Safety Representative.....	34
23.16 Washrooms	34
23.18 Workplace Violence and Harassment Policy	34
Article 24. SICK LEAVE	35
24.1 Sick Day	35
24.2 Sick Leave	35
Article 25. LAY OFF, DISCIPLINE AND DISMISSAL.....	35
25.1 Layoff.....	35
25.4 Discipline/Dismissal with Cause.	36
25.6 Progressive Discipline	36
25.8 Report of Discharge.....	37
Article 26. SETTLEMENT OF DISPUTES	37
26.1 Grievances.....	37
Article 27. DIGITAL MEDIA	38
27.2 Derivative Digital Media Productions.....	39
Article 28. PROTECTION OF RIGHTS	39
28.3 Workplace Equality Policy	40
Article 29. COMMUNICATIONS	40
Article 30. INTENT OF AGREEMENT	40
Article 31. GREEN PRACTICES	41
SCHEDULE A - MINIMUM RATES	43
SCHEDULE B - LETTER OF VARIANCE	47

CANADIAN CREATIVE INDUSTRIES CODE OF CONDUCT
to Prevent and Respond to Harassment, Discrimination, Bullying and Violence

The “*Canadian Creative Industries Code of Conduct*” confirms our commitment to safe and respectful workplaces and to an industry free of harassment including sexual harassment, discrimination, bullying and violence. Harassment can take many forms including unwanted sexual attention, inappropriate jokes or texts, threats, and other unwelcome verbal, written, visual or physical communication or conduct.

Everyone has a responsibility to build safe and respectful workplaces. Harassment, discrimination, bullying and violence can affect individuals at every level of the industry. Promoting increased gender equality and diversity is one way to break down barriers and reduce or eliminate these behaviours. The principles espoused in this Code are applicable to all work and work-related environments. These can include but are not limited to, auditions or casting meetings, job interviews, industry events, festivals, awards, company functions, production studios and sets (whether local or remote), offices and rehearsal and performance venues.

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

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

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

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

- Ensure everyone in the workplace is aware of anti-harassment, discrimination and violence policies and procedures;
- Encourage people to set and respect personal boundaries and engage in consent-based interactions;
- When work requires physical contact or scenes of nudity, intimacy or violence, adhere to applicable respectful workplace policies and collective agreement obligations;

- Provide safe places where work may be performed for example, by not requiring individuals to attend meetings alone or in spaces such as private hotel rooms, etc.; and
- Encourage instructors, teachers, coaches and those providing training in the industry to adhere to this Code and share its principles with their students.

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

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

(readthecode.ca)

PRE-PRODUCTION COLLECTIVE AGREEMENT

Between

I.A.T.S.E. LOCAL 709
(the "Union")

and

(the "Company")

for the Production currently entitled:

The Company acknowledges and agrees that the majority of its employees are members of the Union and hereby voluntarily recognizes the Union as the sole and exclusive bargaining agent for all "Employees" in their employment with the Company on the Production " _____."

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

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

SIGNED BY THE UNION:

Signature of the Executive Officer of the Union

Printed Name of Executive Officer

Date

SIGNED BY THE COMPANY:

Signature of Producer or Company Officer

Printed Name of Producer or Company Officer

Date

January 2021

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.** As the Union is a Local of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, nothing in this Agreement shall be construed to interfere with any obligation the Union owes to such International Alliance by reason of prior obligation.
- 2.2 Nothing in this Agreement shall be interpreted as requiring either party to take any action or refrain from taking any action that is in violation or contravention of any applicable Federal or Provincial law in Canada.
- 2.3 All persons who are performing work covered by the Collective Agreement shall be referred to as “Employees” in the text of the Agreement.
- 2.4 **Bargaining Agent.** The Company recognizes the Union as the sole and exclusive bargaining agent for all Employees in the Bargaining Unit in the classifications set out in Schedule “A”, except in cases where job classifications (Accounting) are also represented by another Union and the individual is a member “in good standing” of that Union; then the Company and the Union recognize the individual’s right to choose representation without coercion from the Employer. All applicable dues, fees, and fringes would be remitted to the chosen union.
- 2.5 **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.
- 2.6 The Company will not sign any agreement, which purports to appoint any other party as the bargaining agent for any or all Employees covered by this Agreement.
- 2.7 The Company agrees not to assign work to an Employee, which would have the effect of excluding that Employee from the protection of Union membership.
- 2.8 No Employee shall be transferred to another bargaining unit without their consent and the consent of the Union.
- 2.9 **Company’s Right to Manage.** The Union acknowledges the Company’s right to make such rules and regulations as may be deemed necessary for the conduct and management of its operations. Employees shall obey all rules and directions of any authorized representative of the Company to the extent that they do not conflict with the terms of this Agreement, the Provincial Labour Standards, the by-laws and working rules now in force with the Union, or with the rules and regulations of the International Alliance of Theatrical Stage Employees, Moving Picture

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

- 2.10 **Legal Status of Company.** The Company shall maintain the legal status of the Company and shall not permit same to be liquidated, wound down or dissolved until all 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.
- 2.11 **Change in Title.** If there is a change in the Company's name or the title of the screen-based media production, the Company shall notify the Union in writing immediately.
- 2.12 **Change of Producer.** Where the Company assigns, transfers, cedes, sells or otherwise causes a third party to become the producer of the screen-based media production, the Company and such third party shall be jointly and severally liable for all duties, obligations and payments owing to any Employees and the Union under this Agreement, unless the Union agrees in writing that such third party assumes all of the Company's obligations hereunder.
- 2.13 **Transfer or Sale.** If at any time, the Company intends to sell, assign, transfer or lease the entire operation or any part thereof, it shall give notice of the existence of this Agreement to any prospective purchaser, assignee, transferee or lessee, or that part of the operation which is covered by this Agreement. Such notice shall be given to the prospective purchaser, assignee, transferee or lessee, in writing, with a copy to the Union, not later than seven working days before the effective date of the sale, assigning, transfer or lease.
- 2.14 **Modification of Terms.** The terms and conditions contained in this Collective Agreement may be modified from time to time by written agreement of the parties. Any such modifications shall be set forth in correct alphabetical sequence, starting with Schedule "C".
- 2.15 **Screen Credits.** All Heads of Departments shall be given screen credits for services rendered. Employees have the right to refuse such screen credit if they so choose. Production will make best efforts to ensure all credits will be presented in readily readable colour, size, and speed.
- 2.16 **Union Emblem.** The emblem of the International Alliance is copyrighted and is the sole property of the Alliance. The Company shall display the emblem, unless the Union advises otherwise, on any and all recorded screen-based media productions, recorded by any method and produced under the terms and conditions of the Agreement, which carry screen or air credit title or titles. The insignia is to be clear and distinct and presented in readily readable colour, size and speed.
- 2.17 In addition to the foregoing, the following shall also appear with the screen credits:
FILMED ON LOCATION IN 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 “DAILY EMPLOYEE” is an Employee hired by the Company to provide services for one day only.
- 3.2 “DEPENDENT CONTRACTOR” is a corporation (or “loan out company” as that phrase is used and understood in the screen-based media industry) controlled by a member who is an Employee of that Corporation and performs work covered by this Agreement. Dependent Contractors shall be included in the term “Employee”.
- 3.3 “LAYOFF” means a temporary or permanent severance of employment due to shortage of work or scheduled end of employment.
- 3.4 “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.
- 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 the full Collective Agreement shall be in effect until such time as variances and enabling clauses are agreed to. The Union reserves the right to deny 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 a Department Head (or Key) from the Union's departmental membership roster. The Department Head will remain employed until the Department has wrapped. The Company, with the approval of the Department Head (or Key), shall select an appropriate number of crew from the Union's departmental membership roster. Each department will have, at a minimum, one Head at the applicable rate.
- 4.9 The Head of each Department shall be responsible for the operation of that department, including, but not limited to, all building, striking, inspection, handling, placing and producing of sets, electrical equipment, properties, wardrobe, and the buying, renting, or otherwise acquiring and wrapping of said properties, wardrobe or equipment performed by that department.
- 4.10 The construction of any temporary structure intended for filming purposes (e.g. flats, etc.) falls under the jurisdiction of the Union.
- 4.11 **Adequate Staffing.**
- (1) The Company agrees to employ sufficient personnel in every department so that each department is able to safely and efficiently complete their work. If the Company fails to employ sufficient personnel in each department in accordance with this Article and as recommended by the Heads of Departments, the Union will request and must be guaranteed a meeting with the Production Manager, Head of Department and Business Agent to discuss additional manpower on the job to comply with the job requirements. This meeting must take place during the following day of production.
 - (2) For each Department required by the Company, the Company shall follow the order of hire (Key/1st, 2nd/Best Boy, 3rd, Labourer) as reflected in the rate sheet per department from the Union's membership roster.
 - (3) When crew, cast and background performers on a production total more than 40 in number, the Craft Service Department Head shall be permitted to engage a Craft Assistant. On those days when crew, cast and background performers total more than 120 in number, the Craft Service Department Head shall be permitted to engage an additional Daily Employee. This article shall not be interpreted so as to prevent the Craft Service Department Head from hiring a Daily Employee or Employees on days where logistical circumstances require the additional labour.

- (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.** In the event that 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 against wages and/or any other financial liabilities. This 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 \$25,000.00 cash Performance Bond on a production by production basis or;
 - (c) a floating cash bond of \$30,000 with accrued interest payable to the Company.
- 5.2 The particular security must be posted with the Union not later than the commencement of principal photography of any production.
- 5.3 **Failure to Post Bond.** In the event of the Company's failure to post the appropriate Performance Bond and/or sign the appropriate Collective Agreements, the Union and its Members are under no obligation to provide services to the Company and the Union is under no obligation to avert any work stoppages.
- 5.4 The Performance Bond (plus accrued interest) shall not be released before:
- 1) a minimum of two weeks has elapsed after the production has been completed; and
 - 2) the last Employee has ceased working and has been paid; and
 - 3) Records of Employment have been issued online or to all Employees; and
 - 4) the Company has notified the Union in writing of the arrangements made to distribute Income Tax Receipts (T4 slips), and
 - 5) the Company has satisfied all of the obligations of this Agreement, including the settlement of any outstanding grievances, and
 - 6) If applicable, the payroll review has been completed and documentation has been provided showing all discrepancies have been addressed accordingly.
- 5.5 Should an Arbitrator find that the Company has breached this Agreement, the Union may deduct from the amount of the Bond any monies that the Arbitrator determines are owing to Employees and/or the Union arising out of a breach of this Agreement.

Article 6. UNION PERSONNEL AND CREW CALLS

6.1 **Only Members in Good Standing.** The Company shall employ only members in good standing with

the Union, as defined by the Union's constitution and by-laws. For the purposes of this Agreement, a duly authorized Union Work Permit shall also constitute good standing with the Union. Failure to show good standing with the Union shall be sufficient reason and just cause for dismissal.

- 6.2 The Union shall furnish all Employees covered by this Agreement to perform work in the job classifications of each department as listed in Schedule "A" of this Agreement. The Union shall maintain an availability list of available and qualified Members to work in each classification recognized in the Agreement.
- 6.3 **Department Rosters.** The Union shall maintain a roster of its available members within each department.
- 6.4 **Referrals Roster.** The Union shall also maintain a roster of available and qualified workers who are not members of the Union.
- 6.5 When the Union is unable to supply available and qualified workers in accordance with the preceding article, the Company may employ a non-member in accordance with article 11.
- 6.6 **Upgrades.** If, at the direction of the Company, an Employee works in a classification higher than the classification under which the Employee is called for work, the higher rate shall prevail once the key is absent for two (2) or more hours. 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 the call is a daily or weekly position when placing their calls for crew requirements with the Union.
- 6.8 In the event that the Union, in any specific instance, is unable to fill a position requested by the Company, the Company may make other arrangements and inform the Union of their action on that specific occasion, in accordance with article 11. The Union shall not be deemed to be in breach of this Agreement if unable to supply Employees.
- 6.9 **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" in order 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 a production or the elimination of a Shop Steward position is solely vested with the Union. The Shop Steward shall have the complete cooperation of the Company in the performance of their duties. The Company shall not bring to bear any disciplinary, discriminatory or monetary pressure upon any Shop Steward as a result of the performance of their duties. The Shop Stewards shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.

Article 8. NO STRIKE OR LOCKOUT

- 8.1 There shall be no lockout of Employees by the Company during the term of this Agreement.
- 8.2 The Union agrees not to initiate any strike, work stoppage or slow down during the term of this Agreement except in the case of the Company's failure to post a performance bond, in accordance with article 5.3, or adhere to the terms and conditions of this Collective Agreement.
- 8.3 **No Discipline for Honouring Picket Line.**
- (1) It shall not be a violation of this Agreement and it shall not be cause for dismissal or disciplinary action in the event an Employee refuses to enter upon any property involved in a labour dispute, or refuses to go through or work behind a picket line, including a picket line at the Company's place of business and/or shooting location.
 - (2) The Company will not take any action against the Union or any Employee in the event that such a picket line is deemed illegal by a court, Provincial Labour Relations Board or the Canada Industrial Relations Board. The Union agrees that if such a picket line is deemed illegal, the Union will use its best efforts to encourage Employees to report for work. However, if such efforts are unsuccessful, the Union cannot be held accountable if sued for loss in arbitration through the Provincial Labour Relations Board or the courts, unless the action was sanctioned or condoned by IATSE Local 709.

Article 9. FORCE MAJEURE

- 9.1 The Company may declare a Force Majeure, cancelling work calls, laying off Employees during a workday, or otherwise suspending production without prospective obligations to Employees, as

a result of an inability to provide work because of an unforeseen circumstance beyond its reasonable control. Force Majeure includes, but is not limited to: riot, war, fire, earthquake, hurricane, flood, injury, illness, labour dispute, strike, or governmental regulation or order in a national or "state of" emergency. The Company may suspend the performance of the services by the Employee for as long as the delay continues. No compensation shall accrue or become payable to the Employee during the period of such suspension. This clause will, in no way, affect the workweek as defined in this Agreement. In such unforeseen circumstance, the Company shall furnish a statement in writing to the Union within 24 hours or as soon as practicable, as to the reason for the Force Majeure.

- 9.2 Employees will be paid at least for the minimum call should the Force Majeure occur during working hours or within ten hours of the Employee's call time.
- 9.3 Should the Employee be required to layover during the period the Force Majeure is in effect, the Company must provide accommodation and per diem as defined in this Agreement.

Article 10. INDIVIDUAL EMPLOYMENT CONTRACTS

- 10.1 The Employee shall be required to sign an "Individual Employment Contract" or, as it is sometimes referred to, a "Deal Memo".
- 10.2 **Minimum Terms and Conditions.** This Agreement represents minimum rates and working conditions. No Employee shall be compensated at rates less than those specified in this Agreement nor be subject to working conditions that are less favourable than the provisions of this Agreement.
- 10.3 **Right to Negotiate Above Minimums.** Nothing in this Agreement shall prevent any Employee from negotiating and obtaining from the Company better rates, conditions and/or terms of employment than those provided in the Agreement.
- 10.4 During the term of this Collective Agreement, the Company will not renegotiate any agreement with the Employee without first obtaining the consent of the Union. The upgrading of Employees in accordance with article 6.7 shall not require the consent of the Union.
- 10.5 Immediately upon the execution of any Individual Employment Contracts (Deal Memos), a complete copy shall be provided to the Union. The Company shall provide a copy of such contract and related documents to the Union within five business days. In the event of a discrepancy between Company policies and the Collective Agreement, the Collective Agreement shall prevail. The Business Agent will request a meeting with the Production Manager should paperwork not be provided in a timely manner.
- 10.6 At any time during the term of the Agreement, the Union may declare all or part of an Individual Employment Contract null and void if the Union determines that all or part of the Individual Employment Contract decreases the benefits under the Agreement.
- 10.7 The wording "subject to signed I.A.T.S.E. Local 709 Collective Agreement" must be clearly stated on each Individual Employment Contract.

- 10.8 The granting to any Employee of better rates, conditions and/or terms than those provided in this agreement shall not be construed in any manner as a precedent for granting similar rates, conditions and/or terms to other individuals.
- 10.9 **Residency Information.** Employees shall supply reasonable residency information sufficient to ensure that Company receives all federal and provincial production services tax credits. Such information shall be kept confidential and held in compliance with applicable privacy legislation except to the extent necessary to obtain the applicable tax credits.

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. This request for a weekly Work Permit must include the following information:
- (1) A description of the job to be performed by the requested individual.
 - (2) The Company's reasons for employing the individual.
 - (3) A list of credits or a résumé of the requested individual.
 - (4) Proof of any Union affiliation and professional standing of the requested individual.
 - (5) A completed I.A.T.S.E. Local 709 Work Permit Request form signed by the Head of the Department requiring the permit and by the Production Manager.
 - (6) Prior work history of the individual with key creative personnel on the production.
 - (7) A list of I.A.T.S.E. Local 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 start date as possible, but the request must be filed with the Union office no less than 24 hours prior to the individual's work start time.
- 11.3 If the Company is successful in establishing the necessity to hire a non-member of the Union, the Union may grant to the individual permission to work for a period not exceeding the duration of the production for which the Collective Agreement has been signed.
- 11.4 Those individuals permitted by the Union will be subject to the minimum rates, terms and conditions of this Collective Agreement.
- 11.5 The Company shall not employ any individual who is not a member of the Union until the Company has received a copy of the Work Permit endorsed by the Union.

- 11.6 **Work Permit Fees.** Permitted Employees who are not I.A.T.S.E members are subject to a permit fee of 7% of their gross wages to the Union. Resigned and expelled members of I.A.T.S.E locals are subject to a permit fee of 14% of their gross wages to the Union. The Company shall deduct and forward this payment directly to the Union on a weekly basis with a complete remittance breakdown. Permit fees are paid by the Employee.

Article 12. HOURS OF WORK AND WORKWEEK

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

- 12.9 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. The change in workweek from pre-production to production shall not be considered a shift. The workweek wherein pre-production ends and shooting begins must conform to the terms of Article 15.
- 12.11 **Distinct Work Unit.** Every distinct work unit can have a different and distinct workweek. A “work unit” means a first unit shooting crew, a second unit shooting crew or an offset work crew. The regular workweek for each work unit shall conform to that prescribed in article 12.1.
- 12.12 **Production Hiatus.** Both parties must mutually agree to the scheduling of all production hiatuses.
- 12.13 All terms and conditions of this Agreement, including any amendments as they may be written from time to time, apply to all work units.

Article 13. OVERTIME HOURS

- 13.1 Work performed in excess of the normal workday shall be paid as overtime.
- 13.2 Overtime is to be calculated in 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 15 minutes may be allowed at the meal break. In the event that the 15- minute grace period is exceeded; meal penalty

payments shall be paid as per article 14.16 of the Agreement. The grace period shall not be scheduled, nor automatic. It is not intended for everyday use.

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 or not to grant the grace period.

14.9 When a grace period has been granted, the second meal period, if applicable, will commence as per article 14.5, but calculated from the 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 meals or appropriate per diems when the Employee is entitled to that meal in accordance with article 14.12.
- 14.12 The Company shall pay each Employee \$15.00 for breakfast, \$20.00 for lunch and \$30.00 for supper 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 and substantial are the responsibility of the Company.
- 14.16 **Meal Penalty.** If an Employee is unable to have a meal period by the times specified in this article, 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 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 non-shooting crew will be provided at all times 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 20-minute refreshment period shall be called at 2 ½ hour intervals throughout the working period.
- 14.20 In conjunction with the above meal/rest periods, the Non-Shooting crew will receive one 20-minute break during each six-hour period. Employees will be responsible for scheduling their own meals and breaks in consultation with their Head of Department.
- 14.21 When the Company provides food to Employees, the Company will make best efforts to accommodate those Employees with food sensitivities and allergies.

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.** An emailed call time and location must be distributed to the entire crew and to the Union at least nine 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 \$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, Labour 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 Employees that work the scheduled workday before and the scheduled workday after the holiday will be paid the 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 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 times the basic hourly rate.
- 16.7 When a Statutory or Proclaimed Holiday falls on an Employee's normal day off, generally free from work, the next regular workday shall be deemed to be the Holiday and subject to payment for work as stated in articles 16.5 and 16.6 above.
- 16.8 **Refusal to Work on a Holiday.** It shall not be a violation of this Agreement and it shall not be a cause for dismissal or disciplinary action in the event an Employee refuses, does not wish, or is unable to work, for any reason, on a Statutory or Proclaimed Holiday.

Article 17. ADDITIONAL PAYMENTS AND DEDUCTIONS

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

- 17.1 **Vacation Pay.** The Company will pay to all Employees vacation pay 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 (6 ½ %) 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 (6 ½ %) 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 (6 ½ %) 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.** The Company shall pay the Union an amount equal to five and one-half percent (5 ½ %) of each Employee's total weekly wage as Medical Fund Benefit. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown. Medical Fund Benefit is payable for all Employees working in the bargaining unit.
- 17.4 **Administration Fee.** The Company shall pay the Union an amount equal to 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 (1 ¾ %) 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 Local 709 on a weekly basis with a complete remittance breakdown.
- 17.9 All additional payments and deductions are applicable and become due and payable on the date of hire.

Article 18. PAYMENT OF WAGES

- 18.1 **Minimum rates.** The Company shall pay Employees at rates not less than the minimum set out in Schedule "A" of this Agreement.
- 18.2 **Time of Payment.** Payment for work performed and any other payments or considerations shall be paid on the fifth workday of the following week, at or before the lunch period, for work performed the previous week ending on midnight (24:00) of the seventh day. The Company will attach a copy of the Employee's time sheet to the pay check, showing earnings in detail. Copies of Employee time sheets and pay stubs shall be provided to the Union upon request.
- 18.3 **Failure to Pay.** In the event of non-payment of wages or other monies due to Employees or to the Union, the Union and its members are under no obligation to continue to provide services to the Company and the Union is not under any obligation to avert any work stoppage.

- 18.4 **Late Payment.** In the event of late payment of monies due to the Employees by the Company, a penalty of 1% per day of the gross wages due shall be paid to the Employee and such penalty shall be added to the next week's wages or, if none, by a separate check. Late payment penalties shall be also applicable in the event of late payment of insurance and retirement contributions and such penalties shall be paid to the Union.
- 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 as a result of their employment. In order to claim these expenses, an Employee must complete the T2200 form him or herself and then obtain the Production Manager's signature upon completion.
- 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 whether those records are within the control of the Company or the control of its payroll service.
- 18.8 The Company shall not alter Employees' deal memos or time sheets without notification and explanation to the Employee and the Union. In the event of a discrepancy between the Employee timesheet and the 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 propriety of payments made under this Agreement, the Union shall have full access to and shall be entitled to examine and audit all books, records, accounts, receipts, disbursements and any other relevant documents related to the production.
- 18.13 **Payment for Audit.** In the event the Union is required to audit, the Producer shall be liable for all reasonable audit fees upon an auditor's finding that the production costs exceeded the declared Tier.
- 18.14 **Adjustment of Budget Tier After Audit.** In event that the audit reveals that the Company exceeded the declared Budget, the Employees shall be paid retroactively for all hours worked at

the next applicable wage and fringe tier plus an additional 5% of their gross earnings. In the event of unanticipated circumstances which are the cause of a budget overage, such as standard force majeure situations, the above penalties for such budget overages shall not apply.

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

Article 19. PRODUCTION ZONE AND TRAVEL

- 19.1 **Home Zone.** The IATSE Local 709's provincial Home Zone in St. John's shall be as follows:
- (1) Within 50 kilometres from the Production Office as determined via Google Maps or other equivalent mapping program and;
 - (2) Approved by the Union's Executive Board
- 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 Zones within its jurisdiction. The production zone is defined as the area within a circle, which has a radius of 30 kilometers, measured from the Company's production office. The Company's production office shall be considered as the Base of Operations.
- 19.4 Any Employee who is required to work outside the provincial Home Zone shall be provided with per diem and accommodation as defined in articles 19.5 and 19.6.
- 19.5 **Per diems.** When Employees are working outside the provincial Home Zone, the Company shall pay each Employee in advance \$65.00 per diem. The \$65.00 per diem shall be for each 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: \$15.00 for breakfast, \$20.00 for lunch and \$30.00 for supper.
- 19.7 **Nearby Location.** If a location outside of the provincial Home Zone is determined to be a "Nearby Location" by the Union, 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 15 hours inclusive of all travel and meal breaks, the Company shall provide and pay the full cost of accommodations in accordance with article 19.16. 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 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 \$30.00. If travel exceeds two 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, the call shall be considered as “portal to portal”.
- 19.10 For locations inside the Home Zone or Production Zone, all call times shall be considered as “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 hour of work at the location. If a meal penalty is incurred, article 14.16 shall apply.
- 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 hour of work at the location. If a meal penalty is incurred, article 14.16 shall apply.
- 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 Shop Steward and the Transportation Coordinator, except as stipulated in article 19.19. 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 shall provide transportation to and from the location from a marshaling point or points within the Production Zone or the Home Zone, agreed to by the parties prior to the scheduled days of shooting outside the applicable zone. Transportation to all production locations shall be provided by the Company to those Employees who are housed by the Company and have requested such transportation.
- 19.15 **Mileage.** When Employees provide their own transportation to and from locations outside the zone, the Company shall pay each Employee using their own vehicle \$0.50 per kilometer for each kilometer driven.
- 19.16 **Accommodations.** When the Company is obliged to provide accommodations for Employees, the accommodations shall be clean, comfortable single-occupancy accommodations equal to current Canada Select Three Star or higher. The most current Canada Select list shall be consulted. When accommodations of this standard do not exist in the work location, accommodations of the highest standard available shall be provided. No Employee shall be required to stay in substandard accommodations.

- 19.17 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 24 hours prior to departure as to what kind, class or mode of transportation will be furnished. The return fare is to be paid before departure.
- 19.18 **Unworked Sixth or Seventh Days, or Statutory Holidays on Distant Location:** An Employee on distant location shall receive double per diem on an unworked sixth day in lieu of any other payment and double per diem on an unworked seventh day in lieu of any other payment. 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.
- 19.19 **Travel Days.** Travel days, exclusive of other work performed, shall be paid at the Employee's minimum call for each travel day inclusive of the sixth or seventh day of the week. If this travel occurs on a Statutory or Proclaimed Holiday, the payments under this Section will be paid as per article 16.
- 19.20 When transportation is provided by the Company, the transport will be of a standard approved by the Transport Coordinator and the Shop Steward. When traveling by air, economy class shall be considered adequate.
- 19.21 **Maximum Passenger Load.** When transporting Employees by car to a location within a two-hour driving distance from the Company Base of Operations, the maximum number of passengers per standard sedan shall be five, including the driver. The maximum number of passengers per standard seven-passenger vehicle shall be six, including the driver. If the driving distance exceeds two hours from base to location, the maximum shall be reduced by one individual to four and five individuals respectively, including the driver. It is the Company's responsibility to ascertain that all vehicles and occupants are fully insured.
- 19.22 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.
- 19.23 **Snow Tires.** Production vehicles used for the transport of cast and crew will be equipped with snow tires when production takes place between the months of November and March.
- 19.24 An Employee refusing in good faith to travel by plane or helicopter will not jeopardize his future working opportunities on assignments, which do not require travel by plane or helicopter.
- 19.25 When Employees are required to travel overnight by train or ship, the Company must provide at least lower berth accommodations.
- 19.26 **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.

- 19.27 **Parking.** When an Employee is required to work at a location inside the Local's Home Zone or Production Zone, the Company shall provide secure parking facilities for private vehicles within a reasonable walking distance from such location. Otherwise, a shuttle system will be implemented to transport all Employees to and from the parking facility and the shooting location. If such parking area is not provided, the Company shall reimburse each Employee for parking fees and the call sheet will provide directions to available parking lots in the area. Parking reimbursements will either be paid from "petty cash" or claimed on Employees' timesheets as a non-taxable expense, with parking receipts attached if applicable.
- 19.28 All time spent driving a production vehicle for work purposes is deemed work time and will be paid as such.

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 H.O.D.s 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 50% or more of the shooting time in a day, the Script Supervisor shall be paid an additional \$40.00 per day. The use of more than three cameras operating simultaneously shall be paid at a rate negotiated with the Script Supervisor.

- 20.6 **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. Except in the case of a corporation (or “loan out company”) whereby the corporation must provide the Company with proof of their own WHSCC coverage.
- 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 (\$250,000). Employees required to travel on a non-commercial air carrier, such as a small aircraft or helicopter, will each be insured for not less than \$1,000,000. Employees shall be required to fill out a form specifying a beneficiary which shall be provided to the Employees prior to their departure. This form shall be filed with the designated representative of the Company and a copy forwarded to the Union office.
- 21.3 When Employees are required to work outside of Canada, the Company agrees to provide out-of-Canada medical insurance which covers such items as all hospital expenses, all medical expenses, all lodging during convalescence away from home, all prescriptions and medicine, all travel for medical purposes and all costs of repatriation, whether alive or deceased. Upon the request of the Employee or the Union, the Company will provide proof of coverage.
- 21.4 The Company shall provide the Out of Canada medical insurance for all instances requiring such coverage, including those occurring during working hours and during idle or layover hours.

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. In the event that 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 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. In the event that 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 into or be in any employment or places of employment which are not safe and healthful.

23.2 The Company and Employees shall comply with all governing provincial Occupational Health and Safety legislation in the province in which the production is taking place and with the Code of Practice of this Local. 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 work on a job that exposes the individual to clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Company and the Union therefore undertake to promote, in every way possible, the realization of the responsibility of the individual Employees with regard to preventing accidents to the Employees themselves or their fellow Employees.
- 23.5 **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 Producer 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 If requested by the Union, the Company shall provide information about the type of hazardous materials that are to be used in the workplace prior to it being used for filming.
- 23.8 **Dangerous Work.** Where dangerous work is involved, the Company shall take all reasonable and precautionary measures and, where practical, adequate notice that such measures have been taken shall be given to the Employees concerned. An Employee's refusal to undertake any dangerous or hazardous work shall in no way be held against the Employee or prejudice his 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 Producer who will instruct on the appropriate safety measures. Bullying and harassment are considered unsafe working conditions.
- 23.10 **Special Effects.** The Company shall respect the Special Effects Coordinator's responsibility to ascertain after-blast safety and provide return-to-the-blast-site instructions.
- 23.11 **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.

- 23.12 **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, shall contain a #1 First Aid kit as defined in Schedule B of the Occupational Health & Safety First Aid Regulations. The Craft Service, Assistant Director, Grip and Electric Departments shall all be equipped with a #2 First Aid kit as defined in Schedule C of the Occupational Health & Safety First Aid Regulations.
- 23.13 **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.
- 23.14 **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.
- 23.15 **Safety Representative.** The Company will provide a Health and Safety representative to oversee set safety in accordance with the applicable Occupational Health and Safety Act.
- 23.16 **Washrooms.** Washrooms and toilet facilities shall be provided by the Company at all sites and locations and shall be maintained at a standard and number at least equal to the standards required by the provincial Occupational Health and Safety regulations. Such washrooms shall contain sinks, etc. to permit proper hand-washing. In winter, heated trailer washrooms will be provided unless it is unreasonable to do so.
- 23.17 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.
- 23.18 **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 in the event that 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 the Production Manager 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 Day.** In the event that 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 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.
- 24.2 **Sick Leave.** An Employee who has taken sick leave for more than 3 days and wishes to return to work, must provide the Production with a signed medical certificate from a qualified medical health professional indicating that they are ready to return to work and provide a copy of the original to the Union. When planning to return to work, it is the responsibility of the Employee to inform their Department Key of the intended day of return at least twenty-four hours prior to the next day's call time (Company weekends are not included in this 24-hour notice). This notice allows the Department Key to affectively determine and hire the necessary daily crew as required by production.
- 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. Please refer to "The Newfoundland and Labrador Labour Standards Act" for definition of "immediate family member."

Article 25. LAY OFF, DISCIPLINE AND DISMISSAL

- 25.1 **Layoff.** In the event of the layoff of an Employee hired on a weekly basis, the Company shall provide the Employee one-week written notice or one week pay in lieu of notice. One week shall be considered to be five working days.
- 25.2 When any layoffs occur, the personnel to be affected by such layoffs shall follow the order of layoff and be decided upon by the Head of the Department. The order of layoff is as follows:
- 1) Sister-Status weekly hires
 - 2) Permitted weekly hires
 - 3) Qualified Union members from other departments
 - 4) Union Departmental weekly hires

- 25.3 Any Employee not personally notified of his layoff at the end of his shift shall be considered as having been called for a minimum call the next day. No Employee may be laid off after that person has finished his shift and left the studio, the location site or any other location considered to be the workplace of the Employer. There shall be no unpaid stand-by calls.
- 25.4 **Discipline/Dismissal with Cause.** The Company shall have the right to discipline or dismiss any Employee supplied by the Union for which the Company can show just cause. In every case of dismissal for just cause, the Company will immediately provide, in writing, the detail of the reasons and the circumstances of the dismissal to the Union and the Employee.
- 25.5 No Employee shall be discharged (as distinguished from layoffs) by the Company without just and reasonable cause. Refusal to comply with an order, directive, or assignment that is unlawful, unsafe, or which is known by the Employee to be in violation of a location permit shall not result in discipline or discharge.
- 25.6 **Progressive Discipline.** The principles of progressive discipline will be applied in appropriate circumstances. The method of progressive discipline shall be as follows:
- (1) **First Warning (Verbal)** – The Employee shall be notified by their Head of Department of any unacceptable behavior or poor job performance and given direction as to how to rectify the problem.
 - (a) In the case where the Head of Department is the person to whom the verbal warning is directed, the Production Manager will give the warning.
 - (b) The Employee will be allowed two working days to improve their unacceptable behaviour or poor job performance.
 - (c) The Employee receiving the warning has the right to have a Union representative present.
 - (d) The Union will be notified as to which Employee the warning was given and the reason for the warning.
 - (e) The Union will verify with the Employee that the verbal warning has been given and will ensure the Employee understands the implications of the warning.
 - (2) **Written Reprimand** – Should the Employee refuse to adhere to the direction given by the Head of Department or Production Manager, the Employee will be given written reprimand and written notice that an additional three workday period will be provided to rectify the situation or termination will be forthcoming.
 - (a) The Production Manager or Line Producer will issue the written reprimand.
 - (b) A copy of the written reprimand will be forwarded immediately to the Union for verification and discussion with the Employee.

- (3) **Termination** – If the Employee has failed to show willingness to cooperate with the principles of progressive discipline as stated above and the inappropriate behavior or poor job performance has continued, the Employee may be terminated at the end of their shift.
- (a) The five working days of the progressive discipline period shall be considered to have served the purpose of the required one-week notice.
 - (b) The Company shall not be obligated to provide a further one-week notice or the one-week salary in lieu thereof. The Union shall be notified immediately of the termination.
 - (c) The Company will issue a written termination notice, including cause for dismissal.
 - (d) A copy of the written termination notice will be forwarded to the Union immediately.
- 25.7 The use of alcohol, recreational cannabis or illegal substances, violence and blatantly unsafe working habits causing potential harm to the Employee or others while at the workplace shall be cause for discipline up to and including immediate discharge.
- 25.8 **Report of Discharge.** The Union shall be notified of any immediate discharge and a full report of the incident shall be forwarded within twenty-four hours to the Union office. An extension of this time period may be granted with the written approval of the Union and the Company. The Employee in question will continue to receive their contracted wages until such time as the full report is provided.
- 25.9 The Union will have the ability to investigate all information leading to the immediate dismissal of an Employee. If it is determined that the dismissal was unwarranted, the Employer agrees to re-instate the Employee and pay any wages payable for lost time due to the unwarranted dismissal and investigation period.

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

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 the Production Manager 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.

SIGNED BY THE UNION

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

55 Elizabeth Ave. Unit 104

St. John's NL A1A 1W9

P: (709) 754-1746

F: (709) 754-1774

Signature of Business Agent of the Union

Natasha Jeffery

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

Production Name

Production Address

Production Address

T:

F:

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, 2021 to December 31, 2021)

*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+ SERIES \$900,000+ CAD per 1/2 hour episode OR \$2 million+ CAD per 1 hour episode (FIRST SEASON INCENTIVE - TIER 3)	FEATURE M.O.W. MINI-SERIES \$3 Million - \$5.5 million CAD 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)	LOW BUDGET FEATURE \$1.25 to \$3 Million CAD 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	ALL PROJECTS under \$1.25 Million CAD
JOB CLASSIFICATIONS					
ACCOUNTANTS					
Production Accountant	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
1st Assistant Accountant (General)	\$35.35	\$33.58	\$31.81	\$30.05	\$28.27
1st Assistant Accountant (Payroll)	\$35.35	\$33.58	\$31.81	\$30.05	\$28.27
2nd Assistant Accountant	\$29.24	\$27.77	\$26.31	\$24.85	\$23.39
Accounting Clerk	\$23.54	\$22.37	\$21.19	\$20.01	\$18.83
Accounting Trainee	Minimum Wage	Minimum Wage	Minimum Wage	Minimum Wage	Minimum Wage
ANIMAL WRANGLER					
Key Animal Wrangler	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Wrangler Captain	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Wrangler	\$30.27	\$28.75	\$27.24	\$25.73	\$24.21
COSTUME					
Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Asst. Designer/Costumer - Key	\$35.35	\$33.58	\$31.81	\$30.05	\$28.28
Costume Set Supervisor - Key	\$35.35	\$33.58	\$31.81	\$30.05	\$28.28
Performers Costumer - 2nd	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Set Costumer - 2nd	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Prep Costumer - 2nd	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Cutter - 2nd	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Wardrobe Truck Supervisor	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Special Skills Costumer - 2nd	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Extras Costume Supervisor - 2nd	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Dresser/Wardrobe Assistant - 3rd	\$29.24	\$27.77	\$26.31	\$24.85	\$23.39
Seamster/Seamstress - 3rd	\$29.24	\$27.77	\$26.31	\$24.85	\$23.39
Costume Labourer	\$23.54	\$22.37	\$21.19	\$20.01	\$18.83
CRAFT SERVICE					
Key Craft Service	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
1st Assistant	\$27.56	\$26.18	\$24.80	\$23.43	\$22.05
2nd Assistant	\$24.13	\$22.92	\$21.71	\$20.51	\$19.30
DIVING					
Diving Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Diving Supervisor - 1st	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Diver - 2nd	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Diver Tender - 3rd	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
GRIP					
Key Grip	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Best Boy Grip	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Truck Grip	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
3rd Grip	\$29.24	\$27.77	\$26.31	\$24.85	\$23.39
Dolly Grip	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Crane Grip	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Rigging Grip	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
2nd Rigging Grip	\$33.74	\$32.05	\$30.37	\$28.68	\$26.99
Rigging Grip	\$30.73	\$29.20	\$27.66	\$26.12	\$24.59
Key Aerial Rigger	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
2nd Aerial Rigger	\$51.19	\$48.63	\$46.07	\$43.51	\$40.95
3rd Aerial Rigger	\$43.87	\$41.68	\$39.48	\$37.29	\$35.10
Remote Head Technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

Negotiated rate for Dept. Heads/Keys to be no less than \$2.00/hr above published rate of 2nd position within Department. Daily Calls extra \$0.75/hr

REV. 11.02.20

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

*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+ SERIES \$900,000+ CAD per 1/2 hour episode OR \$2 million+ CAD per 1 hour episode (FIRST SEASON INCENTIVE - TIER 3)	FEATURE M.O.W. MINI-SERIES \$3 Million - \$5.5 million CAD 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)	LOW BUDGET FEATURE \$1.25 to \$3 Million CAD 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	ALL PROJECTS under \$1.25 Million CAD
JOB CLASSIFICATIONS					
HAIR		<5% over Tier 1	<10% over Tier 1	<15% over Tier 1	<20% over Tier 1
Key Hair Stylist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
2nd Hair Stylist	\$32.94	\$31.29	\$29.64	\$28.00	\$26.35
3rd Hair Stylist	\$29.24	\$27.77	\$26.31	\$24.85	\$23.39
Wig Maker	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
LIGHTING					
Gaffer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Best Boy Lighting	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Rigging Gaffer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Best Boy Rigging Electric	\$33.74	\$32.05	\$30.37	\$28.68	\$26.99
Rigging Electric	\$30.73	\$29.19	\$27.66	\$26.12	\$24.58
Generator Operator	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
3rd Lighting Technician	\$29.24	\$27.77	\$26.31	\$24.85	\$23.39
MAKE UP					
Key Make up Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
2nd Make up Artist	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
3rd Make up Artist	\$29.24	\$27.77	\$26.31	\$24.85	\$23.39
Special Effects Make up Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
MARINE					
Marine Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Marine Coordinator	\$36.57	\$34.74	\$32.91	\$31.08	\$29.26
Boat Wrangler	\$32.19	\$30.58	\$28.97	\$27.36	\$25.75
PROPS					
Property Master	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Property Master - 2nd	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Gun Wrangler	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Property Buyer - 2nd	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Props Person - 3rd	\$29.24	\$27.77	\$26.31	\$24.85	\$23.39
Props Builder - 3rd	\$29.24	\$27.77	\$26.31	\$24.85	\$23.39
Props Labourer - 4th	\$26.89	\$25.55	\$24.20	\$22.86	\$21.52
SCENIC PAINT					
Key Scenic Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Scenic Paint - 2nd	\$40.21	\$38.20	\$36.19	\$34.18	\$32.17
Lead Scenic Painter - 3rd	\$35.79	\$34.00	\$32.21	\$30.42	\$28.63
Scenic Painter - 4th	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Labourer	\$23.54	\$22.37	\$21.19	\$20.01	\$18.83
Negotiated rate for Department Heads/Keys to be no less than \$2.00/hour above published rate of 2nd position within Department. Daily Calls extra \$0.75/hour					

REV. 11.02.20

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

*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
JOB CLASSIFICATIONS		SERIES \$900,000+ CAD per 1/2 hour episode OR \$2 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	
SET CONSTRUCTION					
Construction Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Construction Foreman/Lead	\$40.21	\$38.20	\$36.19	\$34.18	\$32.17
Assistant Lead Carpenter	\$35.79	\$34.00	\$32.21	\$30.42	\$28.63
Scenic Carpenter	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Construction Buyer/Clerk	\$27.05	\$25.70	\$24.34	\$22.99	\$21.64
Carpenter's Assistant	\$26.32	\$25.00	\$23.69	\$22.37	\$21.05
Labourer	\$23.54	\$22.37	\$21.19	\$20.01	\$18.83
SET DECORATION					
Key Set Decorator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Decorator - 2nd	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Leadperson - 2nd	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Set Buyer - 2nd	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
On-Set Dresser - 2nd	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Set Dresser - 3rd	\$29.24	\$27.77	\$26.31	\$24.85	\$23.39
Head Greens	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Lead Greens - 2nd	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
Greens Dresser - 3rd	\$29.24	\$27.77	\$26.31	\$24.85	\$23.39
Greens Labourer	\$23.78	\$22.59	\$21.40	\$20.21	\$19.02
SOUND					
Production Sound Mixer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Boom Operator	\$35.35	\$33.58	\$31.81	\$30.05	\$28.28
Utility Sound Technician	\$32.19	\$30.58	\$28.97	\$27.36	\$25.75
Playback Operator	\$32.19	\$30.58	\$28.97	\$27.36	\$25.75
SPECIAL EFFECTS					
Special Effects Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
1st Special Effects	\$35.35	\$33.58	\$31.81	\$30.05	\$28.28
2nd Special Effects	\$32.94	\$31.29	\$29.65	\$28.00	\$26.35
3rd Special Effects	\$29.24	\$27.77	\$26.31	\$24.85	\$23.39
SCRIPT SUPERVISOR					
Script Supervisor	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Script Assistant - 2nd	\$32.94	\$31.29	\$29.64	\$28.00	\$26.35
TRANSPORTATION					
Transportation Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Driver Captain	\$28.34	\$26.92	\$25.50	\$24.09	\$22.67
Head Driver	\$27.85	\$26.46	\$25.07	\$23.67	\$22.28
Base Camp Generator Operator	\$27.85	\$26.46	\$25.07	\$23.67	\$22.28
Picture Vehicle Captain	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Picture Vehicle Assistant	\$27.09	\$25.73	\$24.38	\$23.02	\$21.67
Unit/Heavy Equipment Driver	\$27.09	\$25.73	\$24.38	\$23.02	\$21.67
Unit Sweeper	\$27.09	\$25.73	\$24.38	\$23.02	\$21.67
Production Driver	\$25.59	\$24.31	\$23.03	\$21.75	\$20.47
Negotiated rate for Department Heads/Keys to be no less than \$2.00/hour above published rate of 2nd position within Department. Daily Calls extra \$0.75/hour					

REV. 11.02.20

SCHEDULE B – LETTER OF VARIANCE

**(Production Company Name)
“(Production Name)”**

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.