



STANDARD FILM AGREEMENT
IATSE Local 295
REGINA, SASKATCHEWAN
2014-2016

COLLECTIVE AGREEMENT

between

LOCAL 295

**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 the EMPLOYER

hereinafter referred to as the

"EMPLOYER"

**THIS AGREEMENT MADE AND ENTERED INTO THIS _____ DAY OF _____
TWO THOUSAND AND _____ SHALL BE IN FORCE UNTIL THE LATER OF ONE YEAR
OR THE FINAL COMPLETION OF THE PRODUCTION CURRENTLY ENTITLED:**

hereinafter referred to as the

"PRODUCTION"

TABLE OF CONTENTS

LIST OF REQUIRED DOCUMENTATION	6
LETTER OF ADHERENCE	7
APPENDIX 'A' TO THE LETTER OF ADHERENCE – THE COLLECTIVE AGREEMENT	8
ARTICLE ONE – OBLIGATIONS AND RECOGNITION	8
1.01 Purpose of the Agreement.....	8
1.02 Jurisdiction and Scope of Bargaining Unit.....	8
1.03 Job Classifications	8
1.04 Work Performed Outside of Saskatchewan	8
1.05 Prior Obligations	8
1.06 Motion Picture Defined	8
1.07 Employer’s Exclusive Rights	9
1.08 Employer’s Rules and Regulations	9
1.09 Good Standing.....	9
1.10 Union/Crew Representatives.....	9
1.11 No Strike; No Lockout.....	9
1.12 Minimum Rates.....	9
1.13 Individual Agreements	9
1.14 Subcontracting/Contracting Out	10
1.15 Discrimination	10
1.16 Name Change or Address Change	10
1.17 Currency	10
ARTICLE TWO – PERFORMANCE BOND.....	10
2.01 Amount	10
2.02 Release.....	10
2.03 Deduction from Bond.....	11
ARTICLE THREE – CREWING	11
3.01 Departmental Crewing.....	11
3.02 Daily or Weekly Employee.....	11
3.03 Member Name Hire	11
3.04 Non-Member Name Hire (Weekly)	11
3.05 Non-Member Name Request (Daily)	11
3.06 Union Dispatch Service	11
ARTICLE FOUR – WORK PERMITS	11
4.01 Work Permit Application	11
4.02 Guaranteed Permits	12
4.03 Additional Work Permits	12
4.04 Counterpart Position	12
4.05 Local Hire Status	12
ARTICLE FIVE – HOURS OF WORK, WORK WEEK, CALL CHANGES AND CANCELLATIONS	13
5.01 Minimum Daily Call.....	13
5.02 Minimum Work Week/Work Unit.....	13
5.03 Work Week Shift.....	14
5.04 Work Performed in a Higher Classification.....	14
5.05 Stand-By Calls	14
5.06 Call Cancellation.....	14
5.07 Change of Call and Notification	15
ARTICLE SIX – OVERTIME	15
6.01 Regular Work Day	15
6.02 Sixth Day	15
6.03 Seventh Day	16
ARTICLE SEVEN – TURNAROUND.....	16
7.01 Daily Turnaround (Regular Work Day)	16
7.02 Five-Day (Weekend) Turnaround.....	17
7.03 Sixth-Day Turnaround – Day Six Worked	17

7.04	Sixth-Day Turnaround – Day Seven Worked	17
7.05	Seventh-Day Turnaround – Day Seven Worked	17
7.06	Holiday Turnaround	17
	ARTICLE EIGHT – PREMIUMS	18
8.01	Use of a Personal Vehicle	18
8.02	Use of a Production Vehicle	18
8.03	Script Supervisors	18
8.04	First Aid Certificate Requirement.....	19
	ARTICLE NINE – MEALS.....	19
9.01	Scheduling Meal Periods	19
9.02	Pre-Call Meal	19
9.03	Meal Periods.....	19
9.04	Reduced Meal Period/Early Return Buyout Option	20
9.05	Calculation of Meal Penalty	20
9.06	Grace	20
9.07	Meal Period Extensions.....	20
9.08	Limitation on Meal Breaks	20
9.09	Absence of Catering and Culinary Selection	20
9.10	Proper Meal	21
9.11	Meal Periods for Employees Working Off-Set.....	21
9.12	Meal Periods for Caterers.....	21
9.13	Meal Periods for Transportation, Security and Picture Vehicles	21
9.14	Shelter and Washroom Facilities.....	21
9.15	Craft Services/Environmental Awareness	22
	ARTICLE TEN – HOLIDAYS & HOLIDAY PAY	22
10.01	Holidays.....	15
10.02	Payment for a Holiday Worked.....	15
10.03	Payment for an Unworked Holiday.....	15
10.04	Holidays and the Guaranteed Period of Employment	15
	ARTICLE ELEVEN – FRINGE RATES AND DEDUCTIONS	23
11.01	Gross Earnings.....	23
11.02	Total Gross Earnings.....	23
11.03	Fringes.....	23
11.04	Deductions.....	23
11.05	Percentage and Disbursement.....	23
	ARTICLE TWELVE – PAYMENT OF WAGES.....	23
12.01	Calculation of Time.....	23
12.02	Payroll Period	24
12.03	Medium of Wage Payment and Pay Day	24
12.04	Reporting.....	24
12.05	Payroll Service.....	24
12.06	Termination Pay	24
12.07	Time Keeping.....	25
12.08	Assignment of Payments.....	25
12.09	Deal Memorandum, Employee Lists, Reports.....	25
12.10	Worker's Compensation Board Coverage.....	25
	ARTICLE THIRTEEN – STUDIO ZONE, TRAVEL AND ACCOMMODATION	25
13.01	Studio Zone	25
13.02	Nearby Location	26
13.03	Distant Location.....	26
13.04	Accommodation While on Distant Location.....	26
13.05	Travel While on Distant Location.....	27
13.06	Per Diem Allowance	27
13.07	Unworked Sixth or Seventh Days, or Holidays on Distant Location.....	27
13.08	Travel Insurance.....	27
13.09	Weather Warnings.....	27

ARTICLE FOURTEEN – LAY OFF, PROBATIONARY PERIOD, DISCHARGE, HIATUS, FORCE MAJEURE	28
14.01 Lay-Off Defined	28
14.02 Weekly Employees – Lay-Off, Notice and Severance Pay	28
14.03 Daily Employees – Notice of Lay-Off.....	28
14.04 Lay-Off – Determination of Employees Affected	28
14.05 Guaranteed Period of Employment	28
14.06 Discharge During the Probationary Period.....	29
14.07 Discharge After the Probationary Period.....	29
14.08 Progressive Discipline & Discharge Applicable to Weekly Employees	29
14.09 Force Majeure.....	29
14.10 Haitus.....	30
ARTICLE FIFTEEN – SAFETY AND HEALTH	30
15.01 Preamble	30
15.02 Workplace Safety and Health	30
15.03 Prohibited Actions.....	30
15.04 Responsibility.....	30
15.05 Reporting	31
15.06 First Aid/Craft Services.....	31
15.07 Work Site Inspection.....	31
15.08 Communication.....	32
ARTICLE SIXTEEN – INDEMNIFICATION	32
16.01 Indemnification	32
16.02 Duration of Protection.....	32
16.03 Union Indemnification	32
ARTICLE SEVENTEEN – GRIEVANCE AND ARBITRATION	33
ARTICLE EIGHTEEN – SCREEN CREDITS	34
ARTICLE NINETEEN – TERMS AND AGREEMENT	35
19.01 Entirety.....	35
19.02 Term	35
SCHEDULE A – MINIMUM RATES.....	35
SCHEDULE B – JOB CLASSIFICATIONS/POSITIONS	40
SCHEDULE C – DEAL MEMORANDUM	42
SCHEDULE D – WORK PERMIT APPLICATION.....	43
SCHEDULE E – STUDIO ZONE.....	44
SCHEDULE F – TIERS, FRINGES AND DEDUCTIONS	45
SCHEDULE G – UNION DISPATCH SERVICE	46
SCHEDULE H – GUIDELINES REGARDING EXTENDED WORK DAYS.....	47
SCHEDULE I – PROVISIONS REGARDING MEALS AND GRACE PERIOD	48
SCHEDULE J – UNION RECOGNITION FORM	49

LIST OF REQUIRED DOCUMENTATION

THE EMPLOYER MUST FURNISH THE FOLLOWING DOCUMENTATION
TO THE UNION BY THE REQUIRED DUE DATES:

<u>Requirements:</u>	<u>Location:</u>	<u>Due Date:</u>
1. Signed Letter of Adherence	Page 6	Prior to commencement of Pre-production
2. Performance Bond	ARTICLE TWO	Upon Commencement of Pre-production
3. Work Permit Application forms for all Employees including Dependent Contractors and Sub-Contractors who are not members of Local 295	Article FOUR, Schedule D	Prior to hiring
4. Deal Memorandum (Schedule C) and Individual Agreements for all Employees, Dependant Contractors and Sub-Contractors	Article TWELVE, Schedule C	Within three (3) days of signing by Employee and within three (3) days of hiring
5. Union Recognition forms for all Employees including Dependent Contractors and Sub-Contractors who are not members of Local 295	Schedule J	Within three (3) days of signing by Employee and within three (3) days of hiring
6. Copy of Employer rules to be posted at the Work site and forwarded to the Union office, and attached to all Deal Memorandums or attached to 1 st paycheque after rules become available	ARTICLE ONE	As soon as available, but no later than commencement of Principal Photography, and upon revision
7. Crew list of all Employees, Dependant Contractors and Sub-Contractors with Classifications, production schedule, daily call sheets and daily production report	ARTICLE TWELVE	As soon as available and upon revision
8. Proof of coverage for each Employee under the Saskatchewan Workers Compensation Act	ARTICLE TWELVE	Upon commencement of Pre-production
9. Proof of basic \$250, 000.00 travel insurance (\$250, 000 AD&D coverage for each Employee)	ARTICLE THIRTEEN	Prior to day of travel
10. Copy of all accident/incident reports along with any WCB reports and documentation	ARTICLE FIFTEEN	As soon as available
11. Copy of work site safety inspection reports	ARTICLE FIFTEEN	As soon as available

LETTER OF ADHERENCE

Between:

I.A.T.S.E. Local 295
(The "Union")
#3 – 1849 Park Street
Regina Saskatchewan, S4N 2G4
- and -

The "Employer"

For the production currently entitled:

The "Production"

WHEREAS the Union and the Employer jointly desire to enter into a collective agreement covering certain Employees of the Employer; and

WHEREAS the Employer or the Union may wish during the term of the agreement to negotiate variances to the terms of the said collective agreement,

NOW THEREFORE the Employer and the Union hereby agree that:

1.01 The collective agreement attached hereto as Appendix 'A' (the "Agreement") constitutes a binding collective agreement between the Employer and the Union, subject to ratification in accordance with *The Trade Union Act* (the "Act"), and this **Letter of Adherence** forms part of the Agreement.

1.02 The Union and the Employer agree to enter into negotiations in good faith respecting possible variances to the Agreement.

1.03 The Employer and the Union hereby agree that, for any variances agreed upon during negotiations to be binding, any such variances must be ratified by those Employees in the bargaining unit who vote in a vote called for that purpose.

1.04 Any variances agreed upon between the Employer and the Union (and ratified as set out in 1.03 above) will be effective upon the date agreed-upon to be the effective date.

DATED this _____ day of _____ 20__.

Signed on behalf of the Union

Signed on behalf of the Employer

Print name

Print name

APPENDIX 'A' TO THE LETTER OF ADHERENCE –

THE COLLECTIVE AGREEMENT

ARTICLE ONE – OBLIGATIONS AND RECOGNITION

1.01 Purpose of the Agreement: It is the purpose of this Agreement to recognize the common interest between the Employer and the Union in promoting the utmost co-operation and friendly spirit between the Employer and its Employees; to set forth terms and conditions of employment to be observed by both Parties; and to provide for prompt and equitable adjustment of grievances. To this end, both the Employer and the Union sign this Agreement in good faith.

1.02 Jurisdiction and Scope of Bargaining Unit: The Employer recognizes the Union as the sole and exclusive bargaining agent for a bargaining unit described as all employees of the Employer, including dependent contractors, engaged in motion picture production in the classifications set out in **Schedule B**, or performing any of the functions or similar functions of any of the classifications set out in Schedule B. This Collective Agreement applies to all those employees of the Employer.

1.03 Job Classifications: The Employer recognizes the job classifications set out herein and shall not directly or indirectly change, delete, alter or amend the classifications, transfer job functions from one classification to another, or establish a new classification, without written permission from the Union. If with the Union's agreement the Employer creates a new classification, whether included in the bargaining unit described in Section 1.02 or not, it will meet with the Union in an attempt to agree on a rate of pay; failing such agreement, the dispute will be considered a grievance and be resolved in accordance with the provisions of Article Seventeen.

1.04 Work Performed Outside of Saskatchewan: In the event that any Employee covered by this agreement is assigned to work outside of Saskatchewan, the Employer agrees that the provisions of this Agreement shall apply to such individuals.

1.05 Prior Obligations: Local 295 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 (the "International Alliance"). Nothing in this Agreement shall be construed to interfere with any obligation Local 295 owes to the International Alliance by reason of prior obligation.

1.06 "Motion Picture" Defined: It is mutually understood and agreed by both the Employer and the Union that the term "Motion Picture", as used in this Agreement, means and includes motion pictures whether made on or by film, tape, digital format or otherwise, or used for the purpose of Electronic Press Packaging, and whether produced by means of motion picture, electronic and/or other devices or any combination of the foregoing, or any other means, methods or devices now in use or which may hereafter be adopted.

1.07 Employer's Exclusive Rights: The Union recognizes that the Employer reserves all rights of management except where expressly limited by this Agreement.

1.08 Employer's Rules and Regulations: The Employer's reserved rights of management include the right to establish, and thereafter amend reasonable rules and regulations as the Employer deems necessary for the conduct and management of its operations, provided that such rules are not inconsistent with or contrary to the provisions of this Agreement. Any written rules established by the Employer shall be posted by the Employer at all work sites and a copy of the rules is to be forwarded to the Union, and attached to all Deal Memorandums or attached to each Employee's first pay cheque, after such rules become available.

1.09 Good Standing: The Employer agrees to employ only members in good standing with the Union, as defined by the Union's Constitution and By-laws. An Employee's failure to show good standing with the Union shall be sufficient just cause for discharge. If an Employee fails to show good standing to the Union, then the Union will provide written notice of such failure to both the Employer and the Employee. The written notice will state the reason why the Employee is not a member in good standing as required by this Section. If the Employee fails to remedy his or her lack of good standing with the Union within three (3) days after issuance of such notice, the Employer shall discharge the Employee so long as such discharge is lawful. The Employer shall not be in default unless it fails to act within said time after receipt of such notice.

1.10 Union/Crew Representatives: Authorized representatives of the Union shall be permitted to visit any production location or site during the hours when Employees are working, provided work is not disrupted and the representative complies with the reasonable and generally applied visitor, security and safety rules and regulations established by the Employer. The Employer shall recognize at least one on-set and one off-set Crew Representative at each production location or site, as appointed by the Union. Any person so appointed shall have the complete cooperation of the Employer in the performance of his/her duties. Crew Representatives shall have no authority to alter, amend, violate, or otherwise change or interpret any part of this Agreement.

1.11 No Strike; No Lockout: The Union agrees that, during the term of this Agreement, there shall be no strike or work stoppages and the Employer agrees that there shall be no lockout of Employees. It shall not be a violation of this Agreement and it shall not be cause for dismissal or disciplinary action in the event an Employee refuses to go through or work behind any picket line related to a labour dispute, including such picket line at the Employer's place of business, unless such picket line is deemed unlawful.

1.12 Minimum Rates: The Minimum Rates set out in **Schedule A** are basic minimum hourly rates. Nothing in this Agreement shall prevent an Employer from paying Employees a rate higher than these minimum rates. No Employer will be obligated to pay more than the minimum rates without first bargaining and reaching an agreement with an individual employee to pay a higher rate.

1.13 Individual Agreements: The Employer shall notify the Union, within three (3) days, of any and all individual agreements (including personal service contracts) signed by the Employer and Employees and verify that all such agreements at least conform to the terms, conditions and

minimum rates of this Agreement. The Employer shall provide a copy of such agreements and a copy of a signed Deal Memorandum to the Employee immediately and to the Union within three (3) days of signing.

1.14 Subcontracting/Contracting Out: No person outside the bargaining unit, whether employed by the Employer or not, shall perform bargaining unit work without the express consent of the Union. The Employer may not subcontract, contract out, or otherwise assign any bargaining unit work to any person, business entity, corporation or association except where the Employer requires special skills, facilities or resources unavailable through the Union, and the Union consents thereto and then endorses a completed work permit. It will not be considered a violation of this Agreement for Employees to refuse to work with persons performing bargaining unit work who are not Union members or do not have a work permit endorsed by the Union.

1.15 Discrimination: The Employer agrees it shall not discriminate against or engage in any harassment of any applicant for employment or Employee for reasons based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or on any other basis prohibited by applicable federal, provincial or territorial law or on any basis set out in The Human Rights Code of Saskatchewan.

1.16 Name Change or Address Change: Should there be a change of name of the Employer and/or the title or name of the motion picture, the Employer agrees to notify the Union immediately in writing. Any notices directed to either party are to be addressed to the addresses shown on the Letter of Adherence and both parties will keep each other informed of any changes in address.

1.17 Currency: All references to dollar amounts or monetary rates of any kind in this Agreement are in Canadian Dollars except as expressly provided otherwise hereunder.

ARTICLE TWO – PERFORMANCE BOND

2.01 Amount: Notwithstanding any provisions in this Agreement or any Deal Memorandum or Individual Agreement signed by an Employee, the Employer agrees that no Employee shall be required to start work prior to the signing of a Letter of Adherence with the Union, accompanied by a Performance Bond to guarantee wages and other moneys due and payable to the Employees and the Union, in the amount of sixty thousand dollars (\$60,000) plus a letter of guarantee from a source agreed to by the Union, or an otherwise agreed upon financial instrument.

2.02 Release: The Bond shall not be released before a minimum of two (2) weeks have elapsed after the production has been completed and the last Employee has ceased working and been paid, and not before Records of Employment have been issued to all Employees and the Employer has notified the Union in writing of arrangements made to distribute T4 statements, and the Employer has satisfied all of the obligations of this Agreement, including the settlement of any outstanding grievances. Partial bonds may be returned upon application at any time. The amount to be returned will be predicated on the outstanding liability to the Employees and Union.

2.03 Deduction from Bond: Should an Arbitrator find that the Employer has breached this Agreement, the Union may deduct from the amount of the Bond any moneys that the Arbitrator determines are owing to Employees and/or the Union.

ARTICLE THREE – CREWING

3.01 Departmental Crewing: For each Department, the Employer shall select a Department Head (or Key) from the Union’s membership roster who will remain employed until the Department has wrapped. The Employer, in consultation with the Department Head (or Key), shall select an appropriate number of crew from the Union’s membership roster.

3.02 Daily or Weekly Employee: Any Employee who is hired as a Weekly Employee, and any Employee who has worked a full work week, as defined in Section 5.02, shall be a Weekly Employee. The Employer agrees to clearly communicate whether the position is Daily or Weekly when hiring crew and both shall indicate such on the Employee’s Deal Memorandum.

3.03 Member Name Hire: Any member may be hired for any position, whether daily or weekly.

3.04 Non-Member Name Hire (Weekly): After satisfying the terms set out in Article Four, non-members may be name-hired for weekly positions.

3.05 Non-Member Name-Request (Daily): After satisfying the terms set out in Section 4.03 (a), non-members may be name-requested for Daily positions as follows: Hiring of the individual must be authorized and dispatched through the Union Dispatch Service, following which a work permit application must be sent to the Union for endorsement within three (3) days.

3.06 Union Dispatch Service: The Union Dispatch Service, as outlined in **Schedule G**, shall be adhered to when hiring any Employee for a Daily Call.

ARTICLE FOUR – WORK PERMITS

4.01 Work Permit Application:

- (a) An Employer who intends to hire any individual who is not a member of the Union shall first apply for and secure an endorsed Work Permit from the Union.
- (b) The completed Work Permit Application (**Schedule D**) must be accompanied by a letter outlining the reasons for the work permit request, a resume, and proof of the requested individual’s union affiliation and standing if applicable.
- (c) All Work Permit requests must be submitted within reasonable notice prior to the call.

- (d) The Employer will not employ a non-member under a Work Permit until the Union endorses the work permit, and the Employer has obtained an endorsed Deal Memorandum (**Schedule C**) which includes an assignment of payments for the purposes of deducting and remitting “Permit Fees” or “Working Dues” to the Union. The Employer will assume responsibility for remitting such required payments to the Union.

4.02 Guaranteed Permits: For Productions with a total budget under five million dollars (\$5,000,000), the Employer will be allowed two (2) guaranteed work permits with a limit of one (1) per department. Guaranteed permits will be declared in advance of requesting additional work permits (Section 4.03).

4.03 Additional Work Permits:

- (a) If the Union has no more than one available member listed on the Union’s membership roster in the requested position, then the Employer and Union together shall attempt to make mutually acceptable arrangements. The Union reserves the right to propose alternate or additional candidates for the position that the Employer shall reasonably consider before the Union considers such work permit requests.
- (b) Personal Services Employees: Work permits will be granted for a Personal Makeup Artist, Personal Hair Stylist, and/or Personal Dresser for an individual Cast member and that Cast member’s Stunt and/or Photo Double. Personal Services Employees shall not perform any other departmental duties or take the place of a Department Head (or Key) or any other position within the department. To qualify as a ‘Personal’ any such employee must provide proof of having worked with the specific Cast member on at least two prior projects.
- (c) All other requests shall be considered on an individual basis.
- (d) Work Permits granted under Section 4.03 are in addition to and separate from permits granted under Section 4.02. Furthermore, all work permits granted under Section 4.02 and Section 4.03 will not result in the hiring of a Match position (Section 4.04).
- (e) The Union shall not, by reason of failure to fill a position, be deemed in breach of this Agreement.

4.04 Match Position: If the Employer chooses to hire an individual who does not otherwise qualify for a work permit as set out in this Agreement, the Union will grant a work permit providing the Employer hires a Match position. A Match position must be filled at the discretion of the Union and must be employed for at least the same work hours as the permitted employee.

4.05 Local Hire Status: All Employees shall be considered to have a local address (“local hire”) within the Studio Zone defined in Article Thirteen. An Employee with an address outside of the Studio Zone may negotiate individually for better terms relating to Travel, Per Diem, Accommodations, etc.

ARTICLE FIVE – HOURS OF WORK, WORK WEEK, CALL CHANGES AND CANCELLATIONS

5.01 Minimum Daily Call:

- (a) The minimum daily call will be eight (8) hours.
- (b) There shall be no split shifts.
- (c) An Employee assigned by the Employer to drive a production vehicle shall be considered to have commenced work the earlier of the Employee's call time or when the Employee begins driving, and to have ended work the later of the Employee's wrap time or when the Employee finishes driving.
- (d) The Employer shall not lay off and rehire the same Employee or replace an Employee within a work week for the sole purpose of avoiding premium pay.
- (e) An Employee called to work for any one of the following shall be paid for four (4) hours (or ½ the Employee's daily flat rate of pay), unless the employee works more than four (4) hours, in which case the call shall be an eight (8) hour minimum call at the prevailing rate of pay, for the following:
 - (i) production meetings;
 - (ii) screening of rushes;
 - (iii) screen tests;
 - (iv) pre-light and pre-rig; de-light and de-rig;
 - (v) pick-up shots, inserts and re-shoots where work is performed by a second unit;
 - (vi) location scouting;
 - (vii) Catering and First Aid/Craft Services shopping, cleaning and stocking;
 - (viii) daily Drivers, Cast Drivers & Unit Move Drivers;
- (f) Four hour calls shall not apply when the shooting location is outside of the studio zone.

5.02 Minimum Work Week/Work Unit:

- (a) A "work unit" is a first, second or splinter unit, or any identifiable group of Employees working together. Each Employee must belong to a specific work unit.
- (b) Each work unit may have a different and distinct work week which shall remain consistent throughout the production unless a work week shift is implemented as defined in Section 5.03.
- (c) The regular "work week" for a "work unit" shall consist of a seven (7) day period during which five (5) consecutive days are worked, starting on the first of such seven (7) days. The sixth (6th) and seventh (7th) days shall normally be the days off.

- (d) An Employee who works a partial work week shall be eligible for premium pay and turnaround rest period for work performed on the Sixth and/or Seventh day of that work week if the Employee works all or part of the subsequent work week and works more than five (5) days within a seven (7) day period.

5.03 Work Week Shift: Once every six (6) shooting weeks, or more frequently where agreed by the Employer and Union, the Employer may shift the work week by doing the following:

- a) shift the work week forward by adding one or two additional days off to the regular work week and begin the shifted work week on the following day, and
- b) shift the work week back:
 - i) by one day, by changing the seventh day of the regular work week to the first day of the shifted work week, provided that the sixth day of the regular work week is a day off and providing the Sixth day turnaround rest period applies to the day off (day 6);
 - ii) by two days, by making the preceding work week a prorated four day work week, giving the fifth day off, and making the sixth day the first day of the shifted work week, providing the Sixth day turnaround rest period applies to the day off (day five).
- c) The Union and the affected Employees shall be given seven (7) calendar days notice of such work week shift.

5.04 Work Performed in a Higher Classification:

- a) If, at the direction of the Employer, an Employee works for two (2) or more hours in a classification higher than the classification under which the Employee is called for work, the higher rate shall prevail for the entire workday. The Employee will revert to his/her regular classification and rate of pay on the following day unless notified to the contrary.
- b) Work time in either a higher or a lower classification shall be credited to fulfil the minimum call of the classification in which the Employee was hired.

5.05 Stand-By Calls: There shall be no stand-by calls.

5.06 Call Cancellation:

- (a) A call may be cancelled up to the start of daily turnaround in effect prior to the starting time of the call without payment for such cancelled call.
- (b) Between the turnaround in effect and eight (8) hours of notice of cancellation prior to the beginning of the call, a minimum of four (4) hours shall be paid to the Employee at the day's prevailing rate.

- (c) If the notice of cancellation is less than eight (8) hours prior to the beginning of the call, the Employee shall be paid for eight (8) hours at the day's prevailing rate.
- (d) A call may be cancelled because of adverse weather conditions up to six (6) hours prior to the beginning of the call without payment for such cancelled call.
- (e) If an Employee leaves the workplace of his/her own accord for personal reasons including illness, the Employee will only be paid for actual hours worked.
- (f) If an Employee is unable to complete a shift because of an incapacitating injury sustained during the course of work, the injured Employee shall be paid for the entire work day at the prevailing rate, and not less than eight (8) hours at the prevailing rate.

5.07 Change of Call and Notification: The Employer may postpone an Employee's call with a minimum notification of the number of hours of daily turnaround in effect.

ARTICLE SIX – OVERTIME

The “Guidelines Regarding Extended Work Days” set out in **Schedule H** are part of this Agreement and shall be made available to all Employees.

6.01 Regular Work Day: For work performed in the first five days worked in the Work Week as defined in Section 5.02:

- (a) First Eight Hours: The minimum hourly rate shall be the Employee’s straight time contracted hourly rate for the first eight (8) hours.
- (b) Eight to Twelve Hours: Pay for hours worked after eight (8) hours shall be paid at the rate of one and a half (1.5) times the Employee’s straight time contracted hourly rate up to and including the twelfth (12th) hour.
- (c) Twelve to Fourteen Hours: Pay for hours worked after twelve (12) hours shall be paid at the rate of two (2) times the Employee’s straight time contracted hourly rate up to and including the fourteenth (14th) hour.
- (d) Time in Excess of Fourteen Hours: Pay for hours worked after fourteen (14) hours shall be paid at the rate of three (3) times the Employee’s straight time contracted hourly rate.

6.02 Sixth Day: For work performed on the Sixth Day worked in the Work Week as defined in Section 5.02:

- (a) First Eight Hours: The minimum hourly rate shall be one and a half (1.5) times the Employee’s straight time contracted hourly rate for the first eight (8) hours.

- (b) Eight to Twelve Hours: Pay for hours worked after eight (8) hours shall be paid at the rate of two (2) times the Employee's straight time contracted hourly rate up to and including the twelfth (12th) hour.
- (c) Time in Excess of Twelve Hours: Pay for hours worked after twelve (12) hours shall be paid at the rate of three (3) times the Employee's straight time contracted hourly rate, except for Employees in the Security Department who shall be paid at the rate of two (2) times the Employee's straight time contracted hourly rate.

6.03 Seventh Day: For work Performed on the Seventh Day worked in the Work Week as Defined in Section 5.02:

- (a) First Eight Hours: The minimum hourly rate shall be two (2) times the Employee's straight time contracted hourly rate for the first eight (8) hours.
- (b) Time in Excess of Eight Hours: Pay for hours worked after eight (8) hours shall be paid at the rate of three (3) times the Employee's straight time contracted hourly rate, except for Employees in the Security Department who shall be paid at the rate of two (2) times the Employee's straight time contracted hourly rate.

ARTICLE SEVEN – TURNAROUND

1. At no time shall the rate of pay for encroached time as described in this Article exceed three (3) times an Employee's straight time contracted hourly rate.
2. After sixteen (16) hours worked in any work day, there shall be an additional hour of rest period for each affected Employee between the end of the work period and the next call for all Sections described below.
3. If an Employee's workday commences in a "Nearby Location", as defined in Section 13.02, an additional hour of rest period shall apply.
4. The following turnaround rest periods shall apply to the corresponding day of the Work Week as defined in Article Five:

7.01 Daily Turnaround (Regular Work Day):

- (a) There shall be a ten (10) hour rest period between the end of one shift and the beginning of the next.
- (b) If such rest period is encroached, the Employee shall be paid for the encroached time at the same rate the Employee was receiving at the end of the preceding shift, but in no event less than one and one-half (1.5) times the Employee's straight time contracted hourly rate.

7.02 Five-Day (Weekend) Turnaround:

- (a) There shall be a fifty-six (56) hour rest period for each Employee who works a five-day-work week.
- (b) If such rest period is encroached, the Employee shall be paid for the encroached time at a rate equal to two (2) times the rate the Employee was receiving at the end of the preceding shift.

7.03 Sixth-Day Turnaround – Day Six Worked:

- (a) There shall be a thirty-four (34) hour rest period for each Employee who works six (6) consecutive days in a work week.
- (b) If such rest period is encroached, the Employee shall be paid for the encroached time at a rate equal to two (2) times the rate the Employee was receiving at the end of the preceding shift.

7.04 Sixth-Day Turnaround – Day Seven Worked:

- (a) Where the sixth day worked occurs on the seventh day of the work week, there shall be a continuous thirty-four (34) hour rest period between the end of the shift on the fifth day and the commencement of the shift on the seventh day of the work week.
- (b) There shall be an eleven (11) hour rest period between the end of one shift and the beginning of the next for Employees who work a sixth day on the seventh day of the work week.
- (c) If such rest period is encroached the Employee shall be paid for the encroached time at a rate equal to two (2) times the rate the Employee was receiving at the end of the preceding shift.

7.05 Seventh Day Turnaround – Day Seven Worked:

- (a) There shall be an eleven (11) hour rest period between the end of one shift and the beginning of the next for Employees who work seven (7) consecutive days within a seven day work week.
- (b) If such rest period is encroached, the Employee shall be paid for the encroached time at a rate equal to two (2) times the rate the Employee was receiving at the end of the preceding shift.

7.06 Holiday Turnaround:

- (a) There shall be a twenty-four (24) hour rest period, in addition to the rest periods described above, for each Employee for an unworked Holiday.

- (b) If such rest period is encroached, the Employee shall be paid for the encroached time at a rate equal to two (2) times the rate the Employee was receiving at the end of the preceding shift.

ARTICLE EIGHT – PREMIUMS

8.01 Use of a Personal Vehicle:

- (a) Employees who use their vehicles for business purposes may request and receive a Revenue Canada Form T2200 from the Employer while employed under this Agreement.
- (b) Employees agreeing to use their vehicles for production use will be paid a minimum of:
 - (i) Forty nine cents (\$0.49) per kilometre, or
 - (ii) Twenty-five dollars (\$25.00) per day worked plus cost of fuel.

8.02 Use of a Production Vehicle: Non-Transportation Department Employees who are designated to drive a production vehicle over one ton shall be paid a premium of thirty-five dollars (\$35.00) per day. The Generator Operator shall be excluded from this premium if the Generator Operator is required by the equipment provider to drive such vehicle.

8.03 Script Supervisors:

- (a) Preparation and Pre-timing: The Employer agrees to pay the Script Supervisor for authorized preparation duties and pre-timing duties. Preparation and pre-timing shall be paid as hours worked as per the schedule set out below.

Preparation

Feature Films	minimum 10 days @ 10 hours per day
Movies of the Week	minimum 5 days @ 10 hours per day
Mini-Series	minimum 5 days @ 10 hours per day
One hour Series	minimum 1 day per episode @ 12 hours per day
Half hour Series	minimum 1 day per episode @ 8 hours per day

Pre-timing

½ hour script	minimum 8 hours
1 hour script	minimum 12 hours
1-2 hour script	minimum 14 hours
2+ hour script	negotiable

- (b) Multi-Camera Set-ups: When more than one camera is utilized simultaneously the Script Supervisor shall be paid an additional sum of fifty dollars (\$50.00) per day for each additional camera.

8.04 First Aid Certificate Requirement:

- (a) An "Attendant" that holds a valid Emergency First Aid ("EFA") Certificate, either Level One, Level Two or Level Three shall be present at the work site. Whether the Attendant must possess a Level One, Level Two or Level Three EFA Certificate depends on the amount of travel time to a Hospital and the number of workers per shift. The EFA Certificate holder shall be determined by the date of hire. If there is not a First Aid or First Aid/Craft Service Employee assigned to a work site that requires an "Attendant" with the requisite EFA Certificate, an Employee who accepts responsibility for First Aid and who possesses an EFA Certificate of a Level that is equal to or greater than the level required at the subject work site will be paid the following premium:
 - (i) If the work site requires a Level One EFA Certificate - \$1.00/hour;
 - (ii) If the work site requires a Level Two EFA Certificate - \$1.50/hour;
 - (iii) If the work site requires a Level Three EFA Certificate - \$2.00/hour.
- (b) Only the EFA Certificate holder designated by the Employer shall receive the additional amount set forth above. The position of "Attendant" shall not conflict with the Employer's requirement to employ a First Aid/Craft Service person.

ARTICLE NINE – MEALS

The "Provisions Regarding Meals and Grace Period" set out in **Schedule I** are part of this Agreement and shall be made available to all Employees.

9.01 Scheduling Meal Periods: The first meal period shall commence within six (6) hours of general crew call; subsequent meal periods shall commence within six (6) hours of the preceding meal period. Meal Periods may be staggered on an individual Employee basis.

9.02 Pre-Call Meal: An Employee required to report to work prior to the general crew call shall be provided a reasonable hot meal which shall be paid-through as time worked. During this paid-through meal the Employee will be freed of all activity for no less than eighteen (18) minutes. Such paid-through meal must be taken within two (2) hours before or after general crew call and shall not be considered the first meal, nor shall it be considered a meal period. The next meal shall commence as defined in Section 9.01.

9.03 Meal Periods: For the first meal period of the work day, all Employees are to receive an unpaid meal period. For the second and subsequent meal periods, Employees shall be paid through as time worked. All meal periods shall be one (1) hour in length and recorded as such on each Employee's time sheet – notwithstanding, meal periods shall end no less than forty-five (45) minutes after the last crew member has been served. The entire meal period shall be freed of all work activity.

9.04 Reduced Meal Period/Early Return Buyout Option: For the first meal period, the Employer may institute a reduced thirty (30) minute meal period for each Employee providing such meal is paid through as time worked and advance notice is given via the call sheet.. For the second and subsequent meal periods, at the discretion of the Crew Representative, the one (1) hour meal period may be reduced by a maximum of thirty (30) minutes providing an “early return buyout” premium is paid to each employee. The early return buyout premium shall be \$2.50 for each 1/10th hour (6 minute) increment or any portion thereof.

9.05 Calculation of Meal Penalty: If an Employee is unable to commence any meal period by the end of the sixth (6th) hour of work, the Employee shall be paid a meal penalty of \$2.50 each 1/10th hour (6 minute) increment or any portion thereof, until such time as the meal period commences.

9.06 Grace Period:

- (a) If commencement of a meal period, as defined in Section 9.01, is delayed beyond the 6th hour for the purpose of completing a take or a camera set-up, the first twelve (12) minutes of the hour, calculated in six (6) minute increments, may be taken as a Grace Period providing it is not scheduled, automatic nor abused. Grace period may not be taken more than twice in one work week without the consent of the Crew Representative.
- (b) Grace period which meets the above conditions shall be paid as time worked at the prevailing rate, but shall not incur meal penalty premium.
- (c) If work exceeds such extension, then meal penalty shall be calculated and paid retroactively from the end of such six (6) hour work period.
- (d) Grace period shall not decrease the amount of time allotted for a meal period.

9.07 Meal Period Extensions: For wrap, the six (6) hour work period following the end of the last meal period may be extended for a maximum of one half (.5) hour. If work exceeds such extension, then meal penalties shall be calculated and paid retroactively from the end of such six (6) hour work period.

9.08 Limitation on Meal Breaks: In no case shall any work period exceed nine (9) hours without a meal break. After nine hours without a meal break the Employees will immediately be given a one (1) hour paid through meal period. In no case shall any Employee be given less than thirty (30) minutes for any meal period.

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

9.10 Proper Meal: Adequate hot meals with a reasonable and health conscious selection shall be provided. This includes a nutritionally balanced protein replacement for a complete vegetarian meal. It is understood and agreed that snacks (i.e. soft drinks, hot dogs, pizza etc.) do not constitute a proper meal.

9.11 Meal Periods for Employees Working Off-Set:

- (a) Off-set Crew are entitled to time off for meals every five (5) hours and shall make all efforts to schedule their meal periods so as not incur meal penalties. At the discretion of the Employer in consultation with the Department Head (or Key), the Employer may institute either of the following meal periods:
 - (i) One (1) hour of unpaid time off to consume meals, plus reasonable and adequate travel time to and from place of eating; paid as time worked,
 - or,
 - (ii) One half (1/2) hour of paid time off to consume meals provided by the employer with no paid travel time.
- (b) At the discretion of the Employer, any Employee working off-set may be provided with a meal allowance to cover the cost of a meal.
- (c) Off-set crew shall be provided with the same meal and meal period as the on-set crew when both are working at the same location.

9.12 Meal Periods for Caterers: Caterers shall be responsible for scheduling their own meal periods at five (5) hour intervals and shall not incur meal penalties. At the discretion of the Employer, any such Employee may be provided with a meal allowance to cover the cost of a meal.

9.13 Meal Periods for Transportation and Picture Vehicles: Transportation and Picture Vehicles crew shall be responsible for scheduling their own meal periods at six (6) hour intervals in consultation with the appropriate Department Head (or Key), and shall not incur meal penalties. Crew shall be paid through for meal periods as time worked. Upon consultation with the Employer and the appropriate Department Head (or Key), crew shall be given a meal allowance of \$12.50 for the relevant Pre-Call Meal, first meal and subsequent meal periods when work duties conflict with the availability of a catered meal, or when work duties are such that adequate time to consume such meal is not practical.

9.14 Shelter and Washroom Facilities:

- (a) Shelter: The Employer will provide suitable shelter for serving and consuming catered meals.
- (b) Washroom Facilities: The Employer will provide adequate, conveniently located sanitary washroom facilities on all pre-production, production, and post-production work sites that

comply with Saskatchewan Occupational Health and Safety Regulations. The facilities shall have lighting and heating. The Employer will ensure that such washrooms are equipped with hand washing facilities and are stocked with a sufficient supply of soap, toilet paper, and individual clean towels. Where the washrooms lack hand washing facilities, the Employer will place adequate hand washing stations within immediate proximity to the washrooms.

9.15 Craft Services/Environmental Awareness: The Employer shall provide craft service of hot beverages, cold water, tea, other soft beverages and reasonable, healthy snacks for all Employees throughout the work day. If such service is not provided or is deemed inadequate by the Crew Representative, a coffee break of fifteen (15) minutes in duration shall be taken every two and one-half (2.5) hours. Further, the Employer shall use its best efforts to supply environmentally responsible containers for all such beverages.

ARTICLE TEN – HOLIDAYS & HOLIDAY PAY

10.01 Holidays:

The following days are defined as Holidays and must be observed with a day off: New Years Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Family Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other Holiday prescribed by regulation.

In the case of a co-production where Employees represented by another Union or Guild, recognize a statutory holiday that does not fall on a Saskatchewan Statutory Holiday, that day will be treated as a statutory holiday. If production is suspended, the required notice shall be given and the Employees covered under this agreement shall receive eight (8) hours of straight time pay. If production continues on said day, it shall not be considered as a statutory holiday for those employees covered by this agreement.

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

10.02 Payment for a Holiday Worked

The minimum hourly rate for work performed on a Holiday worked for the Employer (local and distant locations) shall be one and a half times (1.5X) the Employee's hourly rate for the first eight (8) hours. Work performed after eight (8) hours worked shall be paid at the rate of two times (2X) the Employee's hourly rate up to and including the eleventh (11th) hour. Work performed after eleven (11) hours worked shall be paid at the rate of three times (3X) the Employee's hourly rate. The payment of these premium rates are in addition to the regular wages to be paid for a public holiday pursuant to labour standards legislation.

10.03 Payment for an Unworked Holiday

Payment for an unworked Holiday shall comply with the minimum sum of money to be paid for a public holiday.

10.04 Holidays and the Guaranteed Period of Employment

Holidays shall apply against a guaranteed period of employment whether worked or not.

ARTICLE ELEVEN – FRINGE RATES AND DEDUCTIONS

11.01 Gross Earnings: “Gross Earnings” for each Employee shall be the sum of all monies earned for working straight time, overtime, turnaround, and earned as premiums and penalties.

11.02 Total Gross Earnings: “Total Gross Earnings” for each Employee shall be the sum of Gross Earnings as defined above, plus Vacation Pay.

11.03 Fringes: In addition to any remuneration referred to in this Agreement, the Employer shall pay the following Fringes on a weekly basis:

- (a) Vacation Pay, calculated as a percentage of Gross Earnings;
- (b) RSP, calculated as a percentage of Total Gross Earnings;
- (c) Health and Welfare, calculated as a percentage of Total Gross Earnings;
- (d) Administration Fee, calculated as a percentage of Total Gross Earnings;

11.04 Deductions: All Employees are subject to a deduction of Working Dues or Permit Fees. The Employer shall ensure payment of and ensure authorization for the deduction of the following by securing each Employee’s signature on a Deal Memorandum, and in addition for non-members a Work Permit, and remit such deductions to the Union on a weekly basis. The Employer shall, in any event, be liable for remitting the following deductions:

- (a) Working Dues for IATSE Members, calculated as a percentage of Total Gross Earnings;
- (b) Permit Fees for non-members of IATSE, calculated as a percentage of Total Gross Earnings.

11.05 Percentage and Disbursement: The percentage of each Fringe (“Fringe Rate”) and Deduction and the disbursement of such shall be calculated and paid as set out in **Schedule F**.

ARTICLE TWELVE – PAYMENT OF WAGES

12.01 Calculation of Time: For the purposes of computing pay for all hours, premiums and penalties, time shall be calculated in one-tenth (.1) hour increments so that an Employee shall be paid for a one-tenth (.1) hour period if the Employee works or incurs premium or penalty for any portion of a one-tenth (.1) hour period.

12.02 Payroll Period: For the purposes of uniformity, the payroll period shall be from 12:01 a.m. on Monday of the work week to 12 midnight on Sunday of the work week. A work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day, except where hours overlap onto a Holiday such time shall be paid as work performed on a Holiday (Section 10.02).

12.03 Medium of Wage Payment and Pay Day:

- (a) All wage payments shall be made by cheque, or cash evidenced by a written voucher receipted by the person to whom such cash is paid.
- (b) Employees' pay cheques shall be ready no later than four o'clock p.m. (4:00 p.m.) of the fourth (4th) work day following the week worked. If a payday falls on a Saturday, Sunday, or holiday, payment will be made on the preceding work day. The Employer will distribute pay cheques to the Employees during their shifts that day. If, for any reason, this is not feasible, the Union and Employees involved shall be so notified by the Production Manager before the end of their shifts and advised as to the time when their pay cheques will be available. As directed by the Employee, a cheque and/or separation documents mailed to the address of the Employee, or to the Union office, within the time required, is payment hereunder.

12.04 Reporting:

- (a) The Employer will include in the copy of the time report attached to the Employees pay cheque the following: A copy of the Employee's hand-written time sheet; Employee's name and address; job classification; pay period ending date; dates worked; hours worked; wage and overtime rates; itemization and identification of all allowances, penalties, premiums and fringes paid and deductions made; and gross and net amounts of the Employee's cheque for the pay period and year to date totals for gross wages, deductions, allowances, premiums, penalties and fringes.
- (b) A copy of the above will be forwarded to the Union accompanied by all applicable remittances on a weekly basis. A disk copy of same, format of which shall be established by the Union and the Payroll Service, shall also be sent to the Union weekly along with the corresponding payments and remittance breakdown.

12.05 Payroll Service: In the event the Employer uses a payroll service or other outside person(s) or entity to process or facilitate the payment of wages or other benefits to an Employee or Employees covered by this Agreement, the Employer agrees and acknowledges that the Employer remains the Employer of such Employees for the purposes of all the provisions of this Agreement, and that the Employer remains liable and responsible for compliance with such provisions.

12.06 Termination Pay: If the Record of Employment and pay cheque are not given to the Employee at the time of termination, they shall be sent to the Employee within five (5) working days of termination.

12.07 Time Keeping: The Employer shall maintain an adequate system of time keeping to record the times that an Employee reports for and leaves work each day, and to record the commencement and completion of the Employee's meal period(s). Time records and payroll records shall be open to inspection by an authorized representative of the Union at reasonable times and for reasonable cause upon giving the Employer reasonable notice.

12.08 Assignment of Payments: The Employer will honour an Employee's written assignment of payments to the Union unless the assignment is declared null and void by the Saskatchewan Labour Board or is revoked in writing by the assignor. The Employer will also deduct any fines, assessments, or arrears in membership dues that are not prohibited by the Trade Union Act. The Employer will remit to the Union, on a weekly basis, a written statement containing the names of Employees for whom deductions were made and the amount of each deduction along with a copy of any revocation of the assignment. The Employer shall remain responsible for the deduction and remittance of working dues and permit fees, regardless of any such revocation.

12.09 Deal Memorandum, Employee Lists, Reports:

- (a) Deal Memorandum: The Employer agrees to ensure every Employee or dependent contractor signs a completed Deal Memorandum (**Schedule C**) prior to commencement of employment. The Employer shall immediately supply the Employee with copy of same, and, within three (3) days supply the Union with copy of same.
- (b) Employee Lists: The Employer agrees to provide the Union with a detailed list of all Employees reflecting the position each Employee is engaged in, each Employee's current address and current contact information as soon as available, and upon revision.
- (c) Reports: The Employer agrees to provide the Union with a production schedule, daily call sheet and a daily production report as soon as available, and upon revision.

12.10 Worker's Compensation Board Coverage: The Employer shall make payments per the Worker's Compensation Act for all Employees covered under this Agreement, and shall provide proof to the Union upon request that all Employees under this Agreement are adequately insured for work-related accidents through such WCB coverage.

ARTICLE THIRTEEN – STUDIO ZONE, TRAVEL AND ACCOMMODATION

13.01 Studio Zone:

- (a) The "Studio Zone" boundary is as illustrated in **Schedule E**.
- (b) The "Studio Zone" will only be applicable when the main production offices have been established in the City of Regina.

- (c) When the main production office is in any city, town, village, or any municipal jurisdiction other than the corporate limits of the City of Regina, the “Studio Zone” will be a twenty (20) kilometre radius of the production office.

13.02 Nearby Location: For work sites outside of the Studio Zone where Employees will not be required to be lodged overnight:

- (a) Travel Time shall be calculated as time spent commuting to and from locations beyond the Studio Zone, calculated from the edge of the Studio Zone.
- (b) The Employer shall provide quality transportation to and from the work site from a marshalling point(s) within the Studio Zone, which Employees shall be obligated to use. However, the Employer may, at its discretion, grant an Employee's request to be excused from the obligation to use the transportation provided, in which case the Employee's travel shall be at the Employee's own expense and the Employee shall not receive pay for travel time. As an alternative, the Employer may pay each Employee using their own vehicle forty nine cents (\$0.49) per km for kilometres driven from the nearest Studio Zone limit to the work site and back to the nearest Studio Zone limit.
- (c) Travel time shall not be counted as part of the workday for meal penalty or turnaround calculations if such travel is for the return trip to the Studio Zone at the end of a workday.

13.03 Distant Location: For work sites outside of the Studio Zone where Employees will be required to be lodged overnight or longer:

- (a) On days of travel when no work is to be or has been performed by the Employee, the first day of travel shall be compensated with an allowance equivalent to four (4) hours at the Employee's straight time contracted hourly rate or at the Employee's straight time contracted hourly rate for time travelled, whichever is greater. The second and subsequent consecutive day of travel shall be paid as a day worked at no less than the rate for such travelling Employee's minimum call for that day of the Employee's work week.
- (b) The Employer shall be required to provide overnight accommodations whenever an Employee's work day on a location outside of the Studio Zone exceeds fourteen (14) hours. The work day, for this purpose, shall include time spent commuting to and from locations beyond the Studio Zone, calculated from the edge of the Studio Zone. Should the Employer not provide overnight accommodations in this instance, then each affected Employee shall be paid an additional three (3) hours pay at the prevailing hourly rate, plus all applicable penalties and fringes, plus a per diem payment of twenty-five dollars (\$25.00).

13.04 Accommodation While on Distant Location: When housed overnight or longer on a location outside of the Studio Zone, the Employee shall receive all necessary lodging expenses (lodging to be single occupancy equal to the Canadian Automobile Association (CAA) quality

standards where reasonably available) plus per diem and approved transportation expenses, to, from, and while on the job.

13.05 Travel While on Distant Location:

- (a) Portal to Portal: While an Employee is staying in accommodations provided by the Employer outside of the Studio Zone, time spent travelling to and from the work site from such accommodations shall be compensated as follows:
 - (i) No compensation for the first twelve (12) minutes (.2 hour) each way;
 - (ii) At the prevailing rate of pay for the remainder of time spent travelling in the same work day;
 - (iii) Such travel time shall not be counted as part of the work day for meal penalty calculations if the travel is for the return trip to the place of accommodations at the end of a work day.

13.06 Per Diem Allowance: On distant locations within Canada where an Employee is required to be housed overnight, the Employee shall be paid weekly, in advance, a per diem allowance of not less than sixty-five dollars (\$65.00) per day. However, if meals are provided by the Employer during the work day, the per diem allowance may be reduced in the following manner: Breakfast, twelve dollars and fifty cents (\$12.50); Lunch, fifteen dollars (\$15.00) and Dinner, twenty seven dollars and fifty cents (\$27.50). The remaining ten dollar (\$10.00) amount (allotted for incidentals) shall not be deductible. The foregoing dollar amounts will be payable in U.S. dollars when in the United States. Fringes and deductions shall not apply to Per Diem.

13.07 Unworked Sixth or Seventh Days, or Holidays on Distant Location: An Employee on distant location within Canada shall receive one hundred ten dollars (\$110.00) per diem on an unworked Sixth day, unworked Seventh day or unworked Holiday in lieu of any other payment. For all additional days not worked while on distant location, the Employee will receive eight (8) hours of straight time pay plus a sixty-five dollar (\$65.00) per diem.

13.08 Travel Insurance: The Employer shall provide Employees with a minimum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) of Accidental Death and Dismemberment Insurance when the Employee is required to travel at the request of an Employer if transportation is furnished by the Employer and used by the Employee. The benefits resulting from the policy shall be payable to the Employee or, in the event of death, to the beneficiary designated by such Employee. If no designation has been made then such indemnity shall be paid to the estate of the deceased. The Employer shall provide proof to the Union that appropriate insurance is in force upon request prior to the travel day.

13.09 Weather Warnings: Each Employee will be informed prior to departure as to what can reasonably be expected with respect to weather conditions at or near the shooting site so that suitable clothing and/or equipment can be arranged. However, in extreme cold weather beyond what can be reasonably expected in a Saskatchewan winter, such as the extreme cold experienced

in an Arctic winter for example, the Employer shall make available to the Employees suitable clothing and gear to cope with such conditions.

ARTICLE FOURTEEN – LAY OFF, PROBATIONARY PERIOD, DISCHARGE, HIATUS, FORCE MAJEURE

14.01 Lay-Off Defined: "Lay-Off" means a temporary or permanent severance of employment — other than Discharge — due to a shortage of work, including Hiatus or scheduled termination. It is understood that a lay-off automatically occurs at the end of a defined call as follows:

- (a) An end date is specified on an Employee's Deal Memorandum;
- (b) At the end of the shift of a Daily Call;
- (c) At the end of a period of employment of which the length has been defined in advance;
- (d) At the wrap of production, unless an Employee is specifically requested to remain employed beyond such date.

14.02 Weekly Employees – Lay-Off, Notice and Severance Pay: All weekly Employees shall be given one (1) work week's notice, or one (1) work week of severance pay in lieu of such notice or a combination thereof. Such notice may be in the form of a written general notice attached to a call sheet for Employees who receive such call sheets. Where an automatic lay-off occurs, as defined in Section 14.01, such notice shall not be mandatory. In turn, all weekly Employees shall give the Employer one (1) work week's notice before resigning and if such Employee fails to do so, the Employer will not be required to re-employ such Employee.

14.03 Daily Employees – Notice of Lay-Off: Daily Employees will be notified prior to the end of their shift if they are required to return to work the next day, and are otherwise considered laid off at the end of such shift. A daily Employee who subsequently becomes a weekly Employee, by virtue of a call extended beyond one work week, shall be given the same lay-off notice as a weekly Employee, except where such Employee has been given a defined call extension and it is reasonable that such Employee's call has not been extended for the sole purpose of avoiding weekly Employee status.

14.04 Lay-Off – Determination of Employees Affected: When any lay-offs occur, the personnel to be affected by such lay-offs shall be decided upon by the Employer, taking job qualifications into consideration.

14.05 Guaranteed Period of Employment:

- (a) A Daily Employee is not guaranteed more than one (1) day of work and a Weekly Employee is not guaranteed more than one (1) week of work unless otherwise specifically set forth in writing on a Deal Memorandum (Schedule C – "guaranteed period of employment").
- (b) The obligation of an Employer upon entering into a Deal Memorandum for the employment of any Employee to furnish services during guaranteed periods of employment

shall be wholly satisfied by the payment of the contracted wages and benefits for the applicable guaranteed period.

14.06 Discharge During the Probationary Period: The Probationary Period shall be two work weeks in length from the time the Employee commences employment. During the probationary period, the Employer may discharge an Employee on the basis of unsuitability without payment of severance. If such Employee has a guaranteed period of employment beyond one work week and is discharged during the probationary period prior to completion of such guaranteed period, the Employee will be paid the lesser of one work week of severance pay or the remainder of the guaranteed period of employment.

14.07 Discharge After the Probationary Period: No Employee shall be terminated following the Probationary Period except under the following circumstances:

- (a) If any Employee is terminated before the completion of the guaranteed period of employment, the Employer shall pay the Employee all remaining unpaid wages as provided in the Employee's Deal Memorandum except where:
 - (i) the Employer has discharged the Employee for just cause;
 - (ii) the Employer has terminated the Employee in accordance with the Force Majeure provisions of this Agreement.
- (b) If a weekly Employee is terminated, the Employer shall pay the Employee one work week of wages except where:
 - (i) the Employer has discharged the Employee for just cause;
 - (ii) the Employer has terminated the Employee in accordance with the Force Majeure provisions of this Agreement.
- (c) If a daily Employee is terminated, the Employer shall pay the Employee for the greater of the wages due for a minimum call or the wages due for actual hours worked, except where:
 - (i) the Employer has discharged the Employee for just cause;
 - (ii) the Employer has terminated the Employee in accordance with the Force Majeure provisions of this Agreement.
- (d) An Employer will not be required to re-employ an Employee previously discharged for just cause under this Section.

14.08 Progressive Discipline & Discharge Applicable to Weekly Employees: With respect to weekly Employees, the principles of progressive discipline (verbal warning, written warning, dismissal – both verbal and in writing) shall be applied. An Employee has the right to request Union presence at a disciplinary meeting. The Employer must notify the Union in writing immediately of any discipline beyond verbal, and provide the Union with a copy of a written "Reprimand" and/or written "Notice of Discipline" which exceeds a verbal Reprimand in severity, and/or a written "Notice of Dismissal."

14.09 Force Majeure: The Employer may declare a Force Majeure, cancelling work calls, laying off Employees during a work day, or otherwise suspending production without prospective obligations to Employees, as the result of an inability to provide work because of an unforeseen

circumstance beyond its reasonable control. Force Majeure includes, but is not limited to: riot, war, fire, earthquake, hurricane, flood, injury, illness, labour dispute, strike, or the failure or inability of a key cast member to perform or the director to undertake his/her duties, or governmental regulation or order in a national emergency. In such unforeseen circumstance, the Employer shall furnish a statement in writing to the Union within twenty-four (24) hours, or as soon thereafter as practical, as to the reason for the Force Majeure. Employees will be paid at least for the minimum call should the Force Majeure occur during working hours.

14.10 Hiatus: In the event of a hiatus (a break or gap in a continuing production or series of productions without compensation), which exceeds thirty (30) days, Employees shall be free to seek employment on other productions and each party shall be deemed to have provided sufficient notice to the other of the termination of employment.

ARTICLE FIFTEEN – SAFETY AND HEALTH

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

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

15.02 Occupational Health and Safety: Every Employer shall comply with Occupational Health and Safety and all rules, regulations and orders pursuant to applicable laws, which for greater certainty include the Occupational Health and Safety Act.

15.03 Prohibited Actions: No Employer or Employee shall:

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

15.04 Responsibility: Rigid observance of safety regulations must be adhered to and wilful failure of any Employee to follow safety rules and regulations can lead to disciplinary action

including discharge; however, no Employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb. In such situation, the Employee shall be given an opportunity to discuss such concerns with a Department Head (or Key) before refusing any work. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Employer agrees to promote in every way possible the realization of safe work practices for every Employee with regard to preventing accidents to him/herself or his/her fellow Employees.

15.05 Reporting: The Employer shall immediately inform the Union when a workplace accident has resulted in an Employee being brought to hospital. The Employer shall send to the Union, upon occurrence, a copy of any accident and incident reports, along with any documentation to or from WCB involving the accident or incident.

15.06 First Aid/Craft Services:

- (a) The Employer and the First Aid/Craft Services Key shall have a pre-production meeting to determine the appropriate crewing level in such Department, taking into consideration the following:
 - (i) The number of people accessing First Aid/Craft Services;
 - (ii) The number of Extras;
 - (iii) Any large stunts or special effects;
 - (iv) The placement of the Craft Services Truck and station in relation to the work site;
 - (v) The Emergency First Aid Certificate requirements.
- (b) The Employer may wish to employ a Paramedic for certain of the above situations. Such Paramedic will not displace the First Aid/Craft Service Key or Technician.
- (c) The First Aid/Craft Services Department will have means of communication (ie: walkies) for the purposes of First Aid.
- (d) The First Aid/Craft Services truck shall be located within a reasonable distance from set, or a crewed First Aid/Craft Services station shall be located on set to ensure adequate time is available to respond to First Aid calls.
- (e) A representative of the First Aid/Craft Service Department shall remain on duty for First Aid purposes during all pre-call and wrap of all cable, lighting, grip and scaffolding equipment. Speciality Departments may prep and wrap on their own provided an Employee who possesses the appropriate EFA Certificate has been appointed and safety equipment is available.

15.07 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. A Union representative will be present at the time of the inspection, and/or 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 Employees.

15.08 Communication: All crews on all work sites shall have access to communication in the form of a cellular phone, land line, or two-way monitored radio communication (“walkies”) for emergency and First Aid purposes.

ARTICLE SIXTEEN – INDEMNIFICATION

16.01 Indemnification: The Employer will defend, indemnify, and save harmless any Employee for liability incurred during the effective dates of the Agreement and in the course of performance of the Employee’s assigned duties and performed within the scope of his or her employment for the Employer that result in bodily injury, and/or property damage suffered by any individual(s) subject to the following conditions:

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

16.02 Duration of Protection: The protection provided to the Employee by Section 16.01 is also personal to the Employee and may be enforced by any Employee in any appropriate court or statutory forum. The protection provided to the Employee in Section 16.01 does not expire with the expiration of the Agreement but will continue with regard to any claim made against an Employee after the expiration of the Agreement for liability that was incurred in the course of performance of the Employee’s assigned duties performed within the scope of his or her employment for the Employer.

16.03 Union Indemnification: It is expressly understood and agreed that the Employer shall have no recourse of any kind against the Union in respect to training or the issuance of a certificate of training to any Employee. The Union does not warrant the qualifications of any Employee, nor the dispatch or placement for employment of any Employee.

ARTICLE SEVENTEEN – GRIEVANCE AND ARBITRATION

- (a) The non-payment of wages and other monies, when due to an Employee or to the Union, shall constitute a breach of this Agreement by the Employer. The Employer shall pay all legal and other costs incurred in the collection of overdue monies. In the event of non-payment, the Union and its Members are under no obligation to provide services or to avert a work stoppage.
- (b) All Complaints, disagreements or disputes between the Employer and the Union or the Employees covered by this Agreement, which concern the interpretation, application, operation and/or alleged contravention of this collective Agreement or any related Deal Memorandum, shall be considered a Grievance.
- (c) The Grievance Procedure shall be as follows:
 - (i) When a dispute in the workplace between the Employer and an Employee gives rise to a grievance, then the Employee, accompanied by a Union representative, shall immediately take his/her grievance up with the Production Manager or alternate appointed by the Employer.
 - (ii) Should a resolution not be reached, then the Employee may file a Notice of Grievance with the Union office within fourteen (14) calendar days of the occurrence upon which the grievance was based, or, within fourteen (14) 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 Employer. A representative of the Union may also invoke the Grievance Procedure on behalf of any Employee or Employees. At this stage the Union and the Employer shall thoroughly discuss the matter and endeavour to reach an amicable settlement.
 - (iii) If the grievance is not settled, then a grievance must be reduced to writing. This Grievance Letter must be submitted to the other party within thirty (30) calendar days of the occurrence of the event(s) upon which the grievance is based, or, within thirty (30) calendar days after the facts underlying the grievance became known or should have reasonably become known by the Employee, the Employer or the Union. Claims not submitted within this time period shall be deemed waived unless there are reasonable extenuating circumstances.
 - (iv) Should a resolution not be reached within fourteen (14) calendar days after receipt of the Grievance Letter, then the grievance may be submitted by either the Employer or the Union to a single Arbitrator, whose decision shall 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.

- (v) The Arbitrator shall be a person agreed upon by the Employer and the Union, and failing such agreement, either party may request the Chair of the Labour Relations Board to appoint an Arbitrator. All costs of Mediation and/or Arbitration shall be borne equally by both Parties.
 - (vi) The Arbitrator shall not be vested with the power to change, add to or otherwise amend any of the conditions of this Agreement.
- (d) The Employer agrees that, after a written grievance has been lodged, the Employer or its representatives(s) shall not enter into discussions concerning the grievance with the aggrieved Employee without prior consent of the Union.

ARTICLE EIGHTEEN – SCREEN CREDITS

- a) The Employer recognizes and agrees the insignia of the International Alliance is copyrighted and is the sole property of the International Alliance. The Employer hereby agrees to display the insignia as herein authorized, unless the Union advises otherwise, on any and all motion picture films or substitutes thereof, such as tapes or disks, recorded by any method and produced under the terms and conditions of the Agreement which carry screen or air credit title or titles. Said insignia is to be clear and distinct, and shall appear on a sufficient number of frames so as to be recognizable.
- b) All individual screen credits shall be in accordance with industry custom and practice but subject to approval of Broadcasters and Distributors. Upon the request of any Employee on any production, the Employer shall provide a letter on the Employer's letterhead that confirms and attests that such Employee is or was an Employee on such production.
- c) In addition to the foregoing, the following shall also appear with the Screen Credits:

**Filmed on location in the Province of Saskatchewan, Canada
with crew from I.A.T.S.E. Local 295**

- d) The Employer will provide I.A.T.S.E. with two (2) VHS or DVD copies of the Motion Picture covered under this Agreement when such copies become available. The Employer will also provide the Union with copies (both electronic and hard) of any photographs taken by the Production or its designated photographer that include any Union member as a subject.

ARTICLE NINETEEN – TERMS AND AGREEMENT

19.01 Entirety: Except for the provisions of applicable legislation and each Employee's Deal Memorandum, and any amendments agreed to by both Parties, this Agreement, which hereby incorporates by reference the attached Appendix "A" and attached Schedules "A," "B," "C," "D," "E," "F," "G," "H," and "I" and the "List of Required Documents" is the entire understanding between the Parties.

19.02 Term: This Agreement shall be in full force and effect the later of one year from the date of signing or the wrap of the production currently scheduled to wrap on or around the ___ day of _____ 20__.

Signed this _____ day of _____, 20__:

**FOR THE UNION
IATSE LOCAL 295:**

FOR THE EMPLOYER:

Signature of Union Representative

Signature of Employer Representative

Print Name

Print Name

Signature of President

Print Name

SCHEDULE A – MINIMUM RATES

MINIMUM RATES

Rates listed as Negotiable shall be no less than the Classification listed immediately below.

	Tier A	Tier B	Tier C	Tier D
	> \$9 million	\$3-\$9 million	\$2-\$3 million	<\$2 million
<u>ANIMAL WRANGLING</u>				
Head Wrangler	Negotiable	Negotiable	Negotiable	Negotiable
Asst. Head Wrangler	\$24.12	\$23.16	\$22.24	\$21.34
Wrangler/ Trainee	\$24.12	\$23.16	\$22.24	\$21.34
<u>ACCOUNTING</u>				
Head Accountant				
Accountant				
1st. / 2nd. Asst. Accountant				
Asst. Accountant				
Clerk 1				
Clerk 2				
Trainee				
<u>ART DEPARTMENT</u>				
Production Designer	Negotiable	Negotiable	Negotiable	Negotiable
Art Director/Head of Dept.	Negotiable	Negotiable	Negotiable	Negotiable
Art Director	\$28.06	\$26.93	\$25.85	\$24.81
Graphic Artist	\$24.12	\$23.16	\$22.24	\$21.34
Assistant Art Director	\$24.12	\$23.16	\$22.24	\$21.34
1st. asst. Art Director	\$24.12	\$23.16	\$22.24	\$21.34
2nd Asst. Art Director	\$23.01	\$22.08	\$21.20	\$20.35
3rd. Asst. Art Director	\$22.44	\$21.55	\$20.69	\$19.86
Story Board Artist	\$23.01	\$22.08	\$21.20	\$20.35
Art Dept. Coordinator	\$23.01	\$22.08	\$21.20	\$20.35
Draftsperson	\$28.06	\$26.93	\$25.85	\$24.81
Computer Graphics Coordinator	Negotiable	Negotiable	Negotiable	Negotiable
Computer Graphics Animator	\$24.12	\$23.16	\$22.24	\$21.34
Computer Graphics Modeller	\$24.12	\$23.16	\$22.24	\$21.34
Art Dept. Asst.	\$20.76	\$19.93	\$19.13	\$18.36

CATERERING

Head Chef	\$28.06	\$26.93	\$25.85	\$24.81
Sous Chef	\$24.12	\$23.16	\$22.24	\$21.34
Assistant Chef/Caterer	\$17.96	\$17.23	\$16.55	\$15.88

CONSTRUCTION

Construction Coordinator	Negotiable	Negotiable	Negotiable	Negotiable
Construction Foreman/Head Carpenter	\$28.06	\$26.93	\$25.85	\$24.81
Construction Department Assistant	\$24.12	\$23.16	\$22.24	\$21.34
Lead /Assistant Head/On Set Carpenter	\$25.81	\$24.77	\$23.78	\$22.83
Journeyman Carpenter	\$25.81	\$24.77	\$23.78	\$22.83
Lead Metal Fabricator	\$26.97	\$25.89	\$24.85	\$23.87
Scenic Metal Fabricator	\$24.28	\$23.30	\$22.38	\$21.48
Metal Fabrication Assistant	\$20.76	\$19.93	\$19.13	\$18.36
Sculptor	\$25.24	\$24.23	\$23.27	\$22.33
Scenic Carpenter	\$25.24	\$24.23	\$23.27	\$22.33
Carpenter	\$22.44	\$21.55	\$20.69	\$19.86
Modeller	\$22.44	\$21.55	\$20.69	\$19.86
Maintenance Person	\$22.44	\$21.55	\$20.69	\$19.86
Construction Buyer	\$22.44	\$21.55	\$20.69	\$19.86
Upholsterer	\$22.44	\$21.55	\$20.69	\$19.86
Construction Labourer	\$20.19	\$19.38	\$18.61	\$17.87

CONTINUITY

Script Supervisor	\$28.06	\$26.93	\$25.85	\$24.81
Script. Asst.	\$25.24	\$24.23	\$23.27	\$22.33

COSTUME

Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Costume Designer/Coordinator	\$28.06	\$26.93	\$25.85	\$24.81
Cutter	\$28.06	\$26.93	\$25.85	\$24.81
Set Supervisor	\$28.06	\$26.93	\$25.85	\$24.81
Costumer	\$21.88	\$21.01	\$20.16	\$19.35
Set Truck Costumer	\$25.24	\$24.23	\$23.27	\$22.33
Performers Costumer	\$26.37	\$25.32	\$24.30	\$23.32
Extras Coordinator	\$26.37	\$25.32	\$24.30	\$23.32
Costume Buyer	\$24.12	\$23.16	\$22.24	\$21.34
Tailor/Milner	\$24.12	\$23.16	\$22.24	\$21.34
Seamstress	\$23.01	\$22.08	\$21.20	\$20.35
First Hand/Senior Stitcher	\$21.88	\$21.01	\$20.16	\$19.35
Sticher	\$20.19	\$19.38	\$18.61	\$17.87
Dresser	\$20.19	\$19.38	\$18.61	\$17.87
Breakdown Artist/Dyer				

DIVERS/UNDERWATER TECHNICIANS

Diver/Underwater Coordinator	\$28.06	\$26.93	\$25.85	\$24.81
Diver/Underwater Assistant	\$23.56	\$22.63	\$21.71	\$20.84

CRAFT SERVICES/FIRST AID

Coordinator w/First Aid	Negotiable	Negotiable	Negotiable	Negotiable
Key First Aid/Craft Service	\$28.06	\$26.93	\$25.85	\$24.81
1st Assistant First Aid/Craft Service	\$24.12	\$23.16	\$22.24	\$21.34
First Aid Attendant	\$22.44	\$21.55	\$20.69	\$19.86
EMT-A	\$21.88	\$21.01	\$20.16	\$19.35
Craft Services Asst.	\$20.76	\$19.93	\$19.13	\$18.36

GREENS

Head Greens Person	\$28.06	\$26.93	\$25.85	\$24.81
Best Boy/Lead	\$24.12	\$23.16	\$22.24	\$21.34
Greensperson	\$20.19	\$19.38	\$18.61	\$17.87
Greens Helper	\$16.83	\$16.16	\$15.52	\$14.89

GRIPS

Key Grip	\$28.06	\$26.93	\$25.85	\$24.81
Dolly Grip	\$26.37	\$25.32	\$24.30	\$23.32
Best Boy Grip	\$25.24	\$24.23	\$23.27	\$22.33
Lead Grip	\$23.56	\$22.63	\$21.71	\$20.84
Grip Crew	\$22.44	\$21.55	\$20.69	\$19.86
Key Rigging Grip	\$26.37	\$25.32	\$24.30	\$23.32
Best Boy Rigging Grip	\$24.12	\$23.16	\$22.24	\$21.34
Rigging Grip	\$22.44	\$21.55	\$20.69	\$19.86

HAIR

Key Hairstylist	\$28.06	\$26.93	\$25.85	\$24.81
1st Assistant Hairstylist	\$24.12	\$23.16	\$22.24	\$21.34
2nd Assistant Hairstylist	\$22.44	\$21.55	\$20.69	\$19.86
SFX/Period/Prosthetic	Negotiable	Negotiable	Negotiable	Negotiable

HIGH RIGGER

\$26.37	\$25.32	\$24.30	\$23.32
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LIGHTING

Gaffer	\$28.06	\$26.93	\$25.85	\$24.81
Best Boy	\$25.24	\$24.23	\$23.27	\$22.33
Lead Lighting	\$23.56	\$22.63	\$21.71	\$20.84
Lighting Crew	\$22.44	\$21.55	\$20.69	\$19.86
Key Rigging Gaffer	\$26.37	\$25.32	\$24.30	\$23.32

Rigging Gaffer	\$24.12	\$23.16	\$22.24	\$21.34
Hi-rigging Lamp Operator	\$24.12	\$23.16	\$22.24	\$21.34
Generator Operator	\$25.24	\$24.23	\$23.27	\$22.33

MAKEUP

Key Makeup Artist	\$28.06	\$26.93	\$25.85	\$24.81
1st Assistant Makeup Artist	\$24.12	\$23.16	\$22.24	\$21.34
2nd Assistant Makeup Artist	\$22.44	\$21.55	\$20.69	\$19.86
Special Skills Makeup	Negotiable	Negotiable	Negotiable	Negotiable
SFX/Period/Prosthetic	Negotiable	Negotiable	Negotiable	Negotiable

PAINT

Paint Coordinator	Negotiable	Negotiable	Negotiable	Negotiable
Key Scenic Artist	\$28.06	\$26.93	\$25.85	\$24.81
Paint Foreman	\$25.81	\$24.77	\$23.78	\$22.83
Lead Painter	\$25.24	\$24.23	\$23.27	\$22.33
Scenic Artist	\$25.24	\$24.23	\$23.27	\$22.33
Sign Painter	\$24.12	\$23.16	\$22.24	\$21.34
On-set Standby Painter	\$24.12	\$23.16	\$22.24	\$21.34
Plasterer	\$24.12	\$23.16	\$22.24	\$21.34
Painter	\$22.44	\$21.55	\$20.69	\$19.86
Painter's Assistant	\$20.76	\$19.93	\$19.13	\$18.36
Wallpaper Hanger	\$24.12	\$23.16	\$22.24	\$21.34

PRODUCTION

Production Coordinator	\$24.12	\$23.16	\$22.24	\$21.34
Asst. Production Coordinator	\$21.88	\$21.01	\$20.16	\$19.35
Production Secretary	\$22.44	\$21.55	\$20.69	\$19.86
Production Asst.	\$20.19	\$19.38	\$18.61	\$17.87

PROJECTION

Dailies Projectionist	Negotiable	Negotiable	Negotiable	Negotiable
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PROPS

Property Master	\$28.06	\$26.93	\$25.85	\$24.81
Assistant Property Master	\$25.24	\$24.23	\$23.27	\$22.33
Props Buyer	\$24.12	\$23.16	\$22.24	\$21.34
Armourer	Negotiable	Negotiable	Negotiable	Negotiable
Firearms Safety Coordinator	\$28.06	\$26.93	\$25.85	\$24.81
Weapons Handler	\$23.19	\$22.27	\$21.37	\$20.52
Props Builder	\$24.12	\$23.16	\$22.24	\$21.34
Props Crew	\$22.44	\$21.55	\$20.69	\$19.86

SET DECORATING

Set Decorator	\$28.06	\$26.93	\$25.85	\$24.81
Assistant Set Decorator	\$25.24	\$24.23	\$23.27	\$22.33
Lead Dresser	\$25.24	\$24.23	\$23.27	\$22.33
Set Buyer	\$24.12	\$23.16	\$22.24	\$21.34
On Set Dresser	\$24.12	\$23.16	\$22.24	\$21.34
Draper/Upholsterer	\$23.01	\$22.08	\$21.20	\$20.35
Set Dresser	\$22.44	\$21.55	\$20.69	\$19.86
Set Decorating Crew				

SOUND

Production Sound Mixer	Negotiable	Negotiable	Negotiable	Negotiable
Boom Operator	\$28.06	\$26.93	\$25.85	\$24.81
Playback Operator/2nd Boom Operator	\$25.24	\$24.23	\$23.27	\$22.33
Sound Assistant/Cableperson	\$22.44	\$21.55	\$20.69	\$19.86

SPECIAL EFFECTS

Special Effects Coordinator	Negotiable	Negotiable	Negotiable	Negotiable
Key Special Effects	Negotiable	Negotiable	Negotiable	Negotiable
1st Assistant Special Effects	\$25.24	\$24.23	\$23.27	\$22.33
2nd Assistant Special Effects	\$22.44	\$21.55	\$20.69	\$19.86
Special Effects Fabricator	\$22.44	\$21.55	\$20.69	\$19.86
3rd. Asst. Special Effects	\$22.44	\$21.55	\$20.69	\$19.86

TRANSPORTATION

Transport Coordinator	Negotiable	Negotiable	Negotiable	Negotiable
Driver Captain	\$25.24	\$24.23	\$23.27	\$22.33
Honeywagon Driver	\$23.52	\$22.63	\$21.81	\$20.93
Driver Class 1A, 1, 2, 3	\$22.44	\$21.55	\$20.69	\$19.86
Picture Vehicle Coordinator	\$24.12	\$23.16	\$22.24	\$21.34
Driver Class 4, 5	\$20.19	\$19.38	\$18.61	\$17.87

VISUAL EFFECTS/CGI

Visual Effects Supervisor	Negotiable	Negotiable	Negotiable	Negotiable
Visual Effects Asst.	Negotiable	Negotiable	Negotiable	Negotiable

WRANGLING

Ramrod	Negotiable	Negotiable	Negotiable	Negotiable
Gang Boss	Negotiable	Negotiable	Negotiable	Negotiable
Wrangler	Negotiable	Negotiable	Negotiable	Negotiable

LABOURER

All Departments	\$16.83	\$16.16	\$15.52	\$14.89
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SCHEDULE B – JOB CLASSIFICATIONS/POSITIONS

ANIMAL WRANGLING

Head Wrangler
Asst. Head Wrangler
Wrangler/ Trainee

ACCOUNTING

Head Accountant
Accountant
1st. / 2nd. Asst. Accountant
Asst. Accountant
Clerk 1
Clerk 2
Trainee

ART DEPARTMENT

Production Designer
Art Director/Head of Dept.
Art Director
Graphic Artist
Assistant Art Director
1st. asst. Art Director
2nd Asst. Art Director
3rd. Asst. Art Director
Story Board Artist
Art Dept. Coordinator
Draftsperson
Computer Graphics Coordinator
Computer Graphics Animator
Computer Graphics Modeller
Art Dept. Asst.

CATERERING

Head Chef
Sous Chef
Assistant Chef/Caterer

CONSTRUCTION

Construction Coordinator
Construction Foreman/Head Carpenter
Construction Department Assistant
Lead /Assistant Head/On Set Carpenter
Journeyman Carpenter
Lead Metal Fabricator
Scenic Metal Fabricator
Metal Fabrication Assistant
Sculptor
Scenic Carpenter
Carpenter
Modeller
Maintenance Person
Construction Buyer
Upholsterer
Labourer

CONTINUITY

Script Supervisor

Script. Asst.
Script Crew
Script Clearance Coordinator

COSTUME

Costume Designer
Assistant Costume Designer/Coordinator
Cutter
Set Supervisor
Costumer
Set Truck Costumer
Performers Costumer
Extras Coordinator
Costume Buyer
Tailor/Milner
Seamstress
First Hand/Senior Stitcher
Sticher
Dresser
Breakdown Artist/Dyer

DIVERS/UNDERWATER TECHNICIANS

Diver/Underwater Coordinator
Diver/Underwater Assistant

CRAFT SERVICES/FIRST AID

Coordinator w/First Aid
Key First Aid/Craft Service
1st Assistant First Aid/Craft Service
First Aid Attendant
EMT-A
Craft Services
Craft Services Asst.

GREENS

Head Greens Person
Best Boy/Lead
Greensperson
Greens Helper

GRIPS

Key Grip
Dolly Grip
Best Boy Grip
Lead Grip
Grip Crew
Key Rigging Grip
Best Boy Rigging Grip
Rigging Grip

HAIR

Key Hairstylist
1st Assistant Hairstylist
2nd Assistant Hairstylist
SFX/Period/Prosthetic

LIGHTING

Gaffer
Best Boy
Lead Lighting
Lighting Crew
Key Rigging Gaffer
Rigging Gaffer
Hi-rigging Lamp Operator
Generator Operator

MAKEUP

Key Makeup Artist
1st Assistant Makeup Artist
2nd Assistant Makeup Artist
Special Skills Makeup
SFX/Period/Prosthetic

PAINT

Paint Coordinator
Key Scenic Artist
Paint Foreman
Lead Painter
Scenic Artist
Sign Painter
On-set Standby Painter
Plasterer
Painter
Painter's Assistant
Wallpaper Hanger

PRODUCTION

Production Coordinator
Asst. Production Coordinator
Production Secretary
Production Asst.

PROJECTION

Dailies Projectionist

PROPS

Property Master
Assistant Property Master
Props Buyer
Armourer
Firearms Safety Coordinator
Weapons Handler
Props Builder
Props Crew

SET DECORATING

Set Decorator
Assistant Set Decorator
Lead Dresser
Set Buyer
On Set Dresser
Draper/Upholsterer

Set Dresser
Set Decorating Crew
Set Dec. Coordinator
Warehouse Supervisor

SOUND

Production Sound Mixer
Boom Operator
Playback Operator/2nd Boom Operator
Sound Assistant/Cableperson
Sound Maintenance

SPECIAL EFFECTS

Special Effects Coordinator
Key Special Effects
1st Assistant Special Effects

2nd Assistant Special Effects

Special Effects Fabricator
3rd. Asst. Special Effects

TRANSPORTATION

Transport Coordinator
Driver Captain
Honeywagon Driver
Driver Class 1A, 1, 2, 3
Picture Vehicle Coordinator
Driver Class 4, 5

VISUAL EEFECTS/CGI

Visual Effects Supervisor
Visual Effects Asst.

WRANGLING

Ramrod
Gang Boss
Wrangler

LABOURER

All Departments

TRAINEE RATE

All Departments

SCHEDULE C- DEAL MEMORANDUM

I. A.T.S.E. Local 295

#3 – 1849 Park Street
Regina, SK
S4N 2G4

PRODUCTION/EMPLOYER INFORMATION

Production Name: _____

Production Company Name: _____

EMPLOYEE INFORMATION

(to be completed by employee/dependent contractor)

Name: _____ S.I.N. _____

Address: _____

Phone: _____ Cell: _____

Email Address: _____

In the event of an emergency, please notify:

Name	Relationship	Phone

Please check one:

Union Member

Non Member

TERMS OF ENGAGEMENT

Expected Start Date: _____

Guaranteed Period of Employment/End Date (if applicable): _____

Employee: Check applicable box

- Or -

Daily Employee

Weekly Employee

Position: _____

Rate of Pay: \$ _____ per Hour / Day / Week
circle one

Screen Credit : _____

In accordance with Agreement (at Producer discretion)

Please check one:

Employee

Dependent Contractor

Init.: _____

If Dependent Contractor please provide the following:

Company Name: _____

Incorporation #: _____ GST #: R _____

Init.: _____

Please initial the following in the appropriate spaces:

GST: I declare that I am a registered vendor for the federal GST Tax, under the above GST #.

-OR-

GST Registrant: I declare that I am not required to register for the federal GST Tax, and hereby opt out from being GST registrant for the **non-duration** of the above-named Film Production. I waive the legal right subsequently to recover GST from this Production in the event that Revenue Canada Excise deems me to be a Registrant for any reason.

TAX: I am required to have source deductions for tax purposes.

My TD1 Form Code is: _____

Init.: _____

-OR-

NON-TAX: I certify that my services are rendered on a contract-by-contract basis, and request that the above-named Production Company remit my contract fees without deducting any Revenue Canada source deductions. If Revenue Canada rules my contract not acceptable and deems me to be an employee subject to normal master-servant relationship (which is subject to statutory deductions), I waive my right to protest against the Production Company.

I guarantee immediate and full payment to the Production Company the amount of any deductions which would otherwise be withheld and any fines or expenses which may result from this request.

My Incorporation Documents are attached: _____

ASSIGNMENT OR PAYMENTS

Please initial the applicable box.

I authorize the Employer to deduct 2.5% from my Total Gross Earnings as working Dues applicable to all IATSE members as per the Collective Agreement and to Remit these monies to IATSE Local 295.

IATSE 295 Member

I authorize the Employer to deduct 2.5% from my Total Gross Earnings as working Dues applicable to all IATSE members as per the Collective Agreement and to Remit these monies to IATSE Local 295.

Other IATSE Member

I authorize the Employer to deduct 5% from my Total Gross Earnings as permit Fees applicable to all non-members per the Collective Agreement and to remit These monies to IATSE Local 295.

Permit (non IATSE)

SPECIAL PROVISIONS

(to be completed by the Employee and the Employer)

Guaranteed Hours/ Other Provisions

Guaranteed Hours:(if any) _____

Pre-Production:_____ Production: _____

Kit Rental: _____ Per Day / Per Week
circle one

Cell Phone: _____ Per Day / Per Week
circle one

Vehicle: _____ Per Day / Per Week
circle one

ADDITIONAL TERMS & CONDITIONS

Nothing contained in this Deal Memorandum shall provide for lesser rates, terms and conditions, nor otherwise violate the Collective Agreement entered into by IATSE Local 295 and the Employer. This contract is null and void, at the option of the Employee, if a Collective Agreement is not entered into between IATSE Local 295 and the Employer prior to the expected start date of the Employee. I have authorized, designated and chosen IATSE Local 295 to negotiate, bargain collectively, present and discuss grievances with my Employer, act as my representative and as my sole and exclusive Collective Bargaining agency, and do hereby confirm the same in all respects. I shall abide by the Constitution, By-laws, Decisions, Rules, Regulations, working rules and Collective Agreement of IATSE Local 295.

Agreed:

Employee/Dependent Contractor Name-please Print

Employer Representative Name-please Print

Employee/Dependent Contractor Signature

Employer Representative Signature

Date

Copies to: 1) IATSE Local 295 2) Employee 3) Employer

**SCHEDULE D – WORK PERMIT APPLICATION
WORK PERMIT APPLICATION IATSE LOCAL 295**

ALL NON-MEMBERS MUST COMPLETE THIS FORM PRIOR TO COMMENCING WORK

I hereby make application for a work permit from IATSE Local 295. I have authorized, designated and chosen IATSE Local 295 to negotiate, bargain collectively, present and discuss grievances with my Employer, act as my representative and as my sole and exclusive Collective Bargaining agency, and do hereby confirm the same in all respects. I shall abide by the Constitution, By-laws, Decisions, Rules, Regulations, working conditions and Collective Agreement of Local 295. I base my application on the following facts that I affirm to be true:

I _____
name

was born on _____
month/day/year

now reside at _____
street address city province/state postal code

Social Insurance / Social Security Number _____

I wish to be employed as _____
position department

By (name of Production Company) _____

On the Production entitled _____

Please check here if you have taken the Set Protocol and Safety Course _____

My Union Affiliations are _____

I agree to pay Working Dues to IATSE Local 295 in accordance with Article Eleven and Article Twelve of the Collective Agreement.

IATSE 295 Working Dues **5%**

Signature of Applicant: _____

Dated: _____

To be completed by the Production Company

Reason for permit request: _____

Please check here if this is a day call position only _____

THIS WORK PERMIT IS NOT VALID UNLESS ENDORSED BY IATSE LOCAL 295

IATSE Local 295 hereby confirms that the person named is permitted to work on the above stated production in the capacity of: _____

IATSE Local 295 authorized agent: _____
Signature Date

SCHEDULE F – TIERS, FRINGES AND DEDUCTIONS

<u>Budget Tiers</u>	<u>Tier A Rates</u>	<u>Tier B Rates</u>	<u>Tier C Rates</u>	<u>Tier D Rates</u>
Feature	Over \$9 million	\$3 mil-\$9mil	\$2 mil-\$3mil	Under \$2 million
TV Movie/MOW	Over \$6 million	\$2.5mil-\$6 mil	\$1.8mil-\$2.5mil	Under \$1.8 million
TV Series 1 Hr	Over \$1.4/episode	\$600k- \$1.4mil/episode	Under \$600k/episode	N/A
TV Series 1/2 Hr	Over \$800K/episode	\$400- \$800K/episode	Under \$400K/episode	N/A
<u>FRINGES</u>				
Vacation Pay		5.77%	5.77%	5.77%
Holiday Pay		5.00%	5.00%	5.00%
Health and Welfare		6.00%	5.00%	4.00%
RRSP		6.00%	5.00%	4.00%
Administration Fee		2.75%	2.75%	2.75%
TOTALS		25.52%	23.52%	21.52%

DEDUCTIONS:

Working Dues:	All Tiers:	All Tiers:
IATSE Local 295 Member	2.50%	2.50%
IATSE Sister Local Member (permitted)	2.50%	2.50%
Non-IATSE / Permittee	5%	5%
		<u>Non-IATSE Member / Permittee</u>
<u>PAYABLE TO:</u>	<u>IATSE Member</u>	
Vacation Pay	on Employee cheque	on Employee cheque
Holiday Pay	on Employee cheque	on Employee cheque
Health and Welfare	IATSE Local 295	IATSE Local 295
RRSP	IATSE Local 295	on Employee cheque
Administration Fee	IATSE Local 295	IATSE Local 295
Working Dues / Permit Fees	IATSE Local 295	IATSE Local 295

SCHEDULE G – UNION DISPATCH SERVICE

The following Union Dispatch Service provisions shall be adhered to for all Daily Calls:

DISPATCH PROVISIONS

All daily calls and dispatch requests must go through the Production Office to:

1. A Local 295 Member, from the Daily Call List, or
2. A Local 295 member directly, or
3. The Union Dispatch Service, if the Employer does not wish to contact members directly, but prefers to place such daily calls through the Union Dispatch Service, or
4. The Union Dispatch Service, when the Daily Call List has been exhausted and a non-member must be dispatched.

Non-members may not be contacted directly for daily calls.

Twelve (12) hours' notice is required when placing a call through the Dispatch Service.

The Daily Call List shall be made available to the Employer every Friday at 5:00 pm

- The **Daily Call List** is composed of names of members who have expressed an interest in being dispatched for daily calls for the upcoming week.
- The Daily Call List shall be in effect from 5:00 p.m. Friday each week.
- The Dispatcher will use the Daily Call List if a Member is not name-requested.
- When the Daily Call List has been exhausted, the Dispatcher may utilize non-members to fill calls, with priority given to non-members who have been name requested.
- The Union Dispatcher shall use his/her discretion when special skills are called for.

LENGTH OF CALLS

- Calls may last for a **maximum of three days**. The length (in days) of a daily call must be stated in advance.
- A daily call may be extended where the Union and the Employer agree such is necessary for continuity purposes.

CALL CHANGE/CANCELLATION, MISC.

- Once a Daily Call has been filled, the Employer shall assume responsibility for any call time change, call cancellation with due notice, and/or notification of location to report to work.

HOURS OF OPERATION AND CONTACT INFORMATION

- The Union Dispatch Service is available from 8:00 am to 10:00 pm every day.
- No calls will be made after hours, as described above.
- Messages may be left after hours for the Dispatcher.
- 12 hours' notice is required on all Dispatch requests.
- All Dispatch requests must go through the dispatcher at:

SCHEDULE H – GUIDELINES REGARDING EXTENDED WORK DAYS

Motion picture productions are budgeted for specific hours of production. There are costs deterrents which encourage the production to be on budget and on time.

When an extended work day is necessary, the need for same should be identified as far in advance as possible so that the appropriate planning may occur.

The following guidelines set forth common sense measures which should be considered when extended work days are necessitated:

1. Sleep deprivation, which may be caused by factors other than an extended work day, should be identified by the employee. The Canadian Automobile Association (CAA) cautions drivers as to the following danger signs:
 - Eyes closing by themselves
 - Difficulty in paying attention
 - Frequent yawning
 - Swerving in lane

CAA warns that drivers experiencing any of the danger signs could fall asleep at any time. CAA recommends three basic solutions: sleep, exercise, and caffeine. CAA urges drivers who are too drowsy to drive safely to pull off the road to a safe area, lock the doors, and take a nap – even twenty minutes will help. Upon waking the driver should get some exercise and consume some caffeine for an extra boost.

2. Any employee who believes that he/she is too tired to drive safely should notify an authorized representative of the Producer before leaving the set. In that event, the Employer will endeavour to find alternative means of transportation or provide a rest area or hotel room. Such request may be made without fear of reprisal and will not affect any future employment opportunities.
3. When the Production Company anticipates an extended work day, the employees should be encouraged to car pool.
4. When an extended work day is necessary, appropriate beverages and easily metabolized foods should be available.

SCHEDULE I – PROVISIONS REGARDING MEALS AND GRACE PERIOD

The following scenarios have been illustrated for the purpose of determining proper recording of time for meals for on-set crew as per Article Nine:

Scenario #1 – 12 hour shoot day, everything is on schedule

If General Crew Call is at 6:00 am . . .

- Pre-Call Meal is taken between 4:00 am and 8:00 am (2 hours before or after General Crew Call)
- First Meal is served by 12:00 noon (within 6 hours of General Crew Call)
- Return to work at 1:00 pm
- Second Meal is served at 7:00 pm (within 6 hours of preceding meal)
 - Normally, wrap is called by this time (7:00 pm) and Grace is extended for ½ hour automatically. No meal penalty would apply unless crew worked past 7:30 pm without a 2nd meal, in which case meal penalty would be retroactive to the end of the 6th hour (7:00 pm).

Scenario #2 – Grace Period

Using Scenario #1, work is in progress at 12:00 noon and the Director decides to continue working into the 1st meal period (scheduled for 12:00 noon, 6 hours past General Crew Call) . . . 12 minutes of Grace Period is extended without meal penalty.

If the work is completed and lunch begins at 12:12 pm:

- Time out for the 1st meal is marked on the time sheet as 12:12 pm
- No meal penalty is incurred
- One hour of lunch commences at 12:12 pm and ends at 1:12 pm

If the work is not completed and lunch begins after 12:12 pm:

- Time out for 1st meal is marked on the time sheet as the actual time lunch commences.
- Meal penalty is incurred retroactive to 12:00 noon @ \$2.50 per six minute increment or any portion of the six minute increment encroached.
- One hour of lunch period commences beginning with the time lunch actually begins and ends one hour later (payment of meal penalty does not reduce the meal period).

Scenario #3 – Making Safe

Using Scenario #1, lunch is called at 12:00 noon . . .

If some Employees must make the work site safe, or secure equipment for safety or security reasons (“make safe”) before leaving for lunch:

- Employees must report to the 1st AD or appropriate Employer Representative prior to lunch being called and inform him/her that “make safe” time is necessary prior to commencing the lunch period, along with an estimate of how much time is needed. Employees must establish clear authorization from the Employer Representative to take additional time to make safe so that such can be recorded on the Daily Production Report, and authorization for payment of such can be verified.
- Once approval has been granted, only those authorized Employees may proceed with making safe, and shall record such time as it actually occurs.

Using this example, with lunch called at noon, the employees take 6 minutes to make safe, and report the exact time on their time sheets (12:06 pm) their lunch period commences. Because the time worked is after the 6th hour, it incurs meal penalty of \$2.50 each six minute increment until lunch commences. Employees shall then commence lunch for one hour from when the work ended, and report back for work at the end of such hour (1:06 pm).

- Because this additional make safe time would mean that these employees are returning to work later than the remainder of the crew, the Employer may offer an early return to work for a buyout of meal penalty on the portion of the meal hour not taken, plus payment for such time at the prevailing rate.

For example, an employee completing “make safe” activities at 12:06 commences lunch hour, and is asked to return to work along with the remainder of the crew at 1:00 pm. Lunch hour would therefore be fifty-four (54) minutes, leaving 6 minutes of lunch period not taken, but paid at the prevailing hourly rate along with meal penalty for those 6 minutes.

SCHEDULE J – UNION RECOGNITION



IATSE Local 295
#3 – 1849 Park Street
Regina, Saskatchewan S4N 2G4
Ph: 306-545-6733 Fx: 306-545-8440
Email: iatse295@sasktel.net

**CERTIFICATION OF
UNION RECOGNITION**

PLEASE PRINT CLEARLY & FILL IN COMPLETELY

I, _____, affirm that I am currently employed on
the production of " _____,"
name of show

produced by _____.
name of production company

Department: _____ Position: _____

I am:

a **Member** in good standing with the IATSE namely: IATSE Local 295 of Regina, Saskatchewan / or
IATSE Local _____

- OR -

a **Permittee** of IATSE Local 295, Regina.

I hereby recognize and appoint IATSE Local 295 of the International Alliance of Theatrical Stage
Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and
Canada to be my only collective bargaining agent for the purpose of negotiating terms and conditions of
employment on the production named above:

Signed this _____ day of _____, 20____ at Regina in the Province of Saskatchewan.

signature

Address: _____

City: _____ Prov.: _____ PCode: _____

Home: (____) _____ Cell: (____) _____

Email: _____

RETURN ORIGINAL TO: I.A.T.S.E. Local 295 IMMEDIATELY UPON SIGNING