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No. OF EMPLOYEES	200		
NOMBRE D'EMPLOYÉS	200		

British Columbia and Yukon Council of Film Unions

Paramount Pictures
MASTER AGREEMENT

April 1st 97 - March 31, 2000

11587 (01)

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THIS AGREEMENT is created in the City of Vancouver in the Province of British Columbia as of the ----- effective as such date by and between the negotiating producer entities all of whom are parties of the first part, hereinafter referred to collectively as the "Producers" and individually as a "Producer," and the British Columbia and Yukon Council of Film Unions, party of the second part comprised of three separate and distinct local trade Unions, hereinafter referred to as the "Council."

WHEREAS, the Producers are engaged in the making, taking, processing, editing, producing and distributing of motion and still pictures throughout Canada, the United States, and elsewhere, and they severally are desirous of establishing an opportunity to enter into an agreement with respect to the matters and things hereinafter in this agreement set forth: and

WHEREAS, the parties hereto, with the desire and intention of making their relationship harmonious have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of bilateral rights, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the employers for whom the constituent members of the Council are the bargaining agent and,

WHEREAS the Council has been established under the order of the British Columbia Labour Relations Board as the appropriate bargaining agent for three local trade Unions — whose members are employed in motion picture productions in British Columbia — and each local trade Union that is a member of the Council is severally desirous of entering into an agreement with respect to the matters and things hereafter in this agreement set forth, so that the same may inure to the benefit of the members of the Council's Trade Unions; and

WHEREAS, said three local trade Unions of the Council are named as follows:

Motion Picture Studio Production Technicians, Local 891 of the International Alliance of Theatrical and Stage Employees, Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada ("Local 891"); and

Teamsters Local Union No. 155 ("Local 155") and,

International Photographers Local 669 of the International Alliance of Theatrical and Stage Employees, Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada ("Local 669"); and

WHEREAS, this agreement is the "Master Agreement," which has been negotiated and entered into pursuant to the British Columbia Labour Relations Boards December 15, 1995 decision addressing the appropriateness of a Council as bargaining agent for Local 155, Local 669 and Local 891, among others, after an inquiry into the unique and distinguished film industry in British Columbia. This Master Agreement comprises specific provisions covering the Council's member Unions, and Appendices, which contain provisions unique to each individual Council-member Union. This agreement, including its Appendices, is hereinafter referred to as the "Master Agreement": and,

WHEREAS, now, therefore, in consideration of the mutual covenants, conditions and agreements herein contained, the Council and the Producers (hereinafter referred to as the "Parties") agree to the following:

Article One: **Obligations and Recognition**

- 1.01 **Bargaining Unit:** The Producers recognize the Council as the sole bargaining agent for all persons or loan-out corporations employed or engaged under this blaster Agreement in the classifications listed in the attached Appendices "A," "B," and "C," all of whom are called "Employees" with respect to productions within the exclusive jurisdiction of the Council and as to other productions which an Employer (as defined in Section 1.02 below) elects to produce under this Master Agreement.
- 1.02 **Adherence to Master Agreement:** Any person or corporation now or hereafter engaged in the business of producing motion pictures in British Columbia shall be afforded the opportunity of becoming a party to this Master Agreement. This Master Agreement does not bind the Producers; a Producer is not an "Employer." However, any person or corporation that desires to become a party to this Agreement will provide the Council with an executed Letter of Adherence, which is a statement of agreement to be bound to the terms and conditions of this Master Agreement for a specific production or for a definite period of time within the Term of this Master Agreement along with an acknowledgment of the Council's Prior Obligations set forth in the written notice described in Section 1.03 below. **Any** person or corporation that provides the Council with an executed Letter of Adherence is hereinafter referred to as the "Employer" for the specific production or period of time covered thereby.
- 1.03 **Prior Obligations:** Nothing in this Master Agreement shall be construed to interfere with any obligation the Council's member Unions owe their respective national and international organizations by reason of prior obligation or collective agreement, provided that the foregoing shall in no event be construed or applied as to contravene any applicable Federal or Provincial Law, and provided that the Employer has been given express written notice of any such prior obligation before the execution of a Letter of Adherence.
- 1.04 **Exclusive Jurisdiction and Scope:** The conditions of work and the rates of pay provided herein shall apply only to Employees and Employers engaged in the production of one (1) hour episodic television series, including one (1) hour pilots, for prime-time exhibition on the ABC, CBS and NBC television networks, and High-Budget-Feature Motion Pictures for initial exhibition as theatrical motion pictures. For purposes of this Master Agreement, "High-Budget-Feature Motion Pictures" are morion pictures that have budgets for Council-represented-Employee-Labour costs exceeding four million dollars (\$4,000,000.00). (Negotiating parties reserve their rights to amend or modify this section if the Actors or Directors Guild are added to the Council.)

- 1.05 **Non-Exclusive Jurisdiction and Scope:** Motion pictures not specifically identified in Section 1.04 above are within the jurisdiction of the Council and Scope of this agreement only if an Employer, with the consent of the Council, elects to produce such a motion picture under the terms of this Master Agreement.
- 1.06 **Excludes Labour Relations Code Section 50(2) and Section 50(3):** Pursuant to Labour Relations Code Section 50(4), the operation of Labour Relations Code Section 50(2) and Section 50(3) shall be excluded from this Master Agreement and shall not apply to this Master Agreement.
- 1.07 **Minimum Rates:** The Minimum Rates enumerated in the Appendices to this Master Agreement are basic minimum scales and nothing in this blaster Agreement shall prevent an Employer from paying the Employees a rate higher than these Minimum Rates, but no Employer will be obligated to pay more than the Minimum Rates without bargaining with an individual Employee for a higher rate and reaching an agreement to pay that Employee a higher rate.
- 1.08 **Ernpoyer's Exclusive Rights:** The Council recognizes that the Employer reserves all rights of management except where expressly limited by this Master Agreement.
- 1.09 **Employer Rules and Regulations:** The Employer's reserved rights of management include the right to establish, and thereafter amend rules, provided that such rules are not inconsistent with the provisions of this Agreement. Any written rules established by the Employer shall be posted by the Employer at the work site and a copy of the rules is to be forwarded to the Council.
- 1.10 **Good Standing:** The Employer agrees to employ only members in good standing with the appropriate Council-member Union. **An** Employee's failure to show good standing with the appropriate Council-member Union shall be sufficient just and reasonable cause for discharge. If any Employee fails to show good standing, then the Union will provide written notice of such failure to such Employee`s Employer. The written notice will state the reason why the Employee is not a member in good standing as required pursuant to this section, and that the Employee has been notified of such failure in writing. If the Employee fails to remedy his or her lack of good standing with the Union within three (3) days after the Employer receives such notice, the Employer shall discharge the Employee so long as such discharge is lawful. The Employer shall nor be in default unless it fails to act, if necessary, within said time after receipt of such notice.

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

- (a) the Employee is not in arrears of dues uniformly required by the Council-member Union and the Employee has executed an assignment of wages pursuant to Section 9.07 of this Master Agreement, and has not revoked such assignment; or
- (b) The Employee has a duly signed and sealed Union Work Permit.

- 1.11 **Council Representatives:** Where possible, advance notice will be given to the Employer so an authorized representative of the Council shall be permitted to visit any production location or site during the hours when Employees are working, provided work is not disrupted and the representative complies with the reasonable and generally applied visitor and security rules established by the Employer.
- 1.12 **No Strike; No Lockout:** The Council agrees that, during the term of this Master Agreement, there shall be no strike, work stoppages or disruptive activity by the Council, a Council-member Union or by an Employee, and the Employer agrees that there shall be no lockout of Employees. It shall not be a violation of this Agreement and it shall not be cause for dismissal or disciplinary action in the event an Employee refuses to go through or work behind any picket line related to a labour dispute, including such a picket line at the Employer's place of business, unless such picket line is deemed unlawful.
- 1.13 **Currency:** All references to "dollars" or money rates of any kind in this Master Agreement, including its Appendices, are in Canadian Dollars except as expressly provided otherwise hereunder.
- 1.14 **Applicable Law:** This Master Agreement is made and entered into in The Province of British Columbia and in all respects the laws of British Columbia and/or the laws of competent jurisdiction shall apply.
- 1.15 **Severability:** In the event a portion of this Master Agreement is found illegal by a tribunal of competent jurisdiction, the Parties' agree that the balance of this Master Agreement shall remain in effect. Should any aspect be reversed in law, the issue will be the subject of good-faith negotiations initiated by the Consultation Committee described in Section 1.17.
- 1.16 **Enabling Procedure:** The Council will review each Employer's or prospective Employer's individual request to amend or modify this Master Agreement for a specific production. Within twenty-four (24) hours of receipt of the request, a representative of the Council may request a telephonic meeting with a representative of the party making such request. The representative of the Council and the representative of the party making such request must have authority to conclude an agreement which binds their respective principals to the modifications of this Master Agreement. The Council shall respond to a request for modification within three business days of receipt of the request, unless the party making such request agrees to extend the three business day deadline. Failure to respond to such a request within the said time limits or extensions thereof shall be deemed to be an acceptance of the proposed modification. A copy of any Letter of Understanding will be provided to the Employer, a designated representative thereof and the British Columbia Branch of the CFTP.A.

1.17 **Consultation Committee:** A consultation committee shall be established if a party makes a written request for one after the notice to commence collective bargaining is given or after the collective bargaining begins. Such consultation committee will meet annually during the term of this Master Agreement about issues relating to the workplace that affect the Parties, any Employer or any Employee.

1.18 **Technological Change**

- (a) **Definition of Technological Change:** As used herein, the term "technological change" means the introduction of any new or modified devices or equipment for the purpose of performing any work by Employees covered by this Master Agreement, which directly results in a change in the number of Employees employed under this Master Agreement or which results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof or in requiring substantially different training, qualification or skills therefor.
- (b) **Notice of Technological Change:**
 - (i) When an Employer specifically intends to implement a technological change, it shall give written notice thereof to the Council as soon as possible, but not less than thirty (30) days prior to instituting such change.
 - (ii) If the Council believes a technological change has occurred, it shall provide written notice thereof to all Employers as soon as possible, but not more than thirty (30) days after the Council or any Council-member Union knew or should have known of such technological change.
- (c) **Technological Change Adjustment - Consultation Committee:** After notice has been given, the Employers and the Council shall meet pursuant to Section 1.17 and, in good faith, endeavor to develop a technological change adjustment plan, which may include provisions respecting any of the following:
 - (i) Human resource planning and Employee counseling and retraining;
 - (ii) Termination of a classification and creation of a new classification with appropriate scale minimum wage;
 - (iii) Notice of termination and severance pay for those Employees displaced by the technological change during the course of a production;
 - (iv) A bipartite process for overseeing the implementation of the adjustment plan.
- (d) **Amendment to the Master Agreement:** If, after meeting in accordance with subparagraph (c) of this Section 1.18, the parties have agreed to a technological change adjustment plan, it is enforceable as if it were part of the Master Agreement, and the Master Agreement shall be amended accordingly.

1.19 **Subcontracting:** The Employer will not subcontract bargaining unit work which customarily and historically has been performed by Employees covered by this Master Agreement unless the affected Council-member Union consents thereto: or the Employer lacks the requisite equipment, technology, facilities or personnel to perform the work; or the work of the type being subcontracted has heretofore been subcontracted by a producer engaged in the motion picture and television industry in British Columbia. When practicable, the Employer shall deliver a minimum of one week's advance notice to the Council of its intention to subcontract.

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

Article Two: Jurisdiction

2.01 **Territorial Jurisdiction:** The provisions of this Master Agreement shall apply to the Province of British Columbia and, to the extent permitted by law, any Employee hired in British Columbia that the Employer elects to transport outside the Province.

2.02 **Jurisdictional Disputes:** The Council agrees to co-operate in good faith with the Employer and other unions and guilds in the motion picture industry in resolving jurisdictional disputes. There shall be no work stoppages arising from jurisdictional disputes.

Article Three: Work Permits

3.01 Work Permit Application:

- (a) The Individual/Employer must apply for a Work Permit in the applicable form attached to this agreement and the individual shall not commence work in British Columbia until the Employer has a copy of the Work Permit signed by the individual and endorsed by the applicable Council-member Union.
- (b) The properly filled out Council Union Work Permit Application, signed by the applicant, must be accompanied by the following information prior to the Council's consideration of such a request:
 - 1. The reasons for the necessity of that individual being permitted.
 - 2. A list of credits/credentials/professional awards and achievements and/or a professional resume of the requested permittee.
 - 3. Proof of the requested permittee's union affiliation and standing if applicable.

- (c) All permit requests for Individuals who are not members of the Council-member Union must be submitted with at least five (5) working days notice prior to the call. If there is no response to an application within five working days from the date of submission, the application will be deemed granted.

3.02 Preemptory Permits: For a feature motion picture as defined in §1.04 of this agreement, the Employer will be allowed an aggregate of six (6) permits with a limit of one (1) per department. When known to the Employer, preemptory permits will be declared in advance of requesting other permits.

Notwithstanding the foregoing, this language is not intended to alter the practice of granting work permits to non-Council represented Employees on all feature and television productions covered by this agreement as outlined herein.

3.03 Conditions for Granting Additional Work Permits: If it is mutually agreed to be necessary to employ individuals who are not members of a Council-member Union but who either have exemplary skills in their craft or have had a demonstrated prior working relationship with other key personnel. (For the purposes of this provision "exemplary skills" is defined by having at least one nomination for an internationally recognized Academy Award, Emmy Award, Golden Globe, Genie, Gemini, British Academy Award). "Prior working relationship" means at least one screen credit worked with other key personnel such as the Director, Producer or Director of Photography, or the applicant must have at least three (3) screen credits in the position or classification for which they have requested a Work Permit.) The Council-member Union shall grant such individuals permission to work for a period not exceeding the duration of the production for which the Letter of Adherence has been signed and where the individuals are not displacing any member of the Council member-Unions membership, except as outlined herein:

- (a) The Employer agrees to interview all referred, qualified and available applicants for key work positions as represented by the Council: and
- (b) The Employer hiring any person not represented by the Council for any job classification described in the appendices to this agreement secures a Work Permit from the appropriate Council-member Union and if necessary, secures clearance from Canada Employment and Immigration (CEIC) in cooperation with the appropriate Council-member Union: and
- (c) The rates, conditions, and/or terms of this Master Agreement must be fully met, except when another collective agreement applies which does not diminish the terms of this Agreement.

- 3.04 **Personal Services Employees:** Permits will be granted for a personal Make-up Artist, personal Hair Stylist, and/or personal Dresser, for an individual Cast member. It is agreed that their job responsibility only extends to that individual Cast member.
- 3.05 **Matching Job Classifications:** If the Employer chooses to hire an individual who is not a member of a Council-member Union and does not qualify for a work permit as set out in this agreement, the company must hire a match position. This counterpart position shall be filled at the discretion of the applicable department in concert with the Council Union. In the situation where a permit being granted is contingent on a match position being hired from the Council-member Union, the member must be employed for at least the same hours.
- 3.06 **Distant Location Local-Hire Work Permits:** Any Employer on distant location that is not able to hire sufficient qualified Council represented Employees, who reside within a thirty (30) minute by automobile radius of the headquarters established by the Employer while on distant location, may hire a qualified person who has established residency within said thirty (30) minute radius for at least ninety (90) days. The Employer, in cooperation with the applicable Council-member Union, will determine whether such person is qualified and, if deemed so, the Council-member Union will grant a work permit to that qualified person.
- 3.07 **Union Roster Permittees:** In the event that there may be only one qualified member available from within a specific department, then that department — in concert with the Council Union taking into account the general local membership, members of sister locals and experience roster personnel approved by the department in question — will endeavor to provide additional candidates with screen credits at least equal to that of the available member.
- 3.08 **Revocation of Work Permit:** If, following the issuance of a Union driven Work Permit, a member of the applicable Council Union who is capable in the Union's opinion, of performing the work required becomes available, the union may revoke the work permit. The Employer agrees to discharge any Employee, except Heads of Departments and First Assistants/Best Boy, and Second Assistants who has had his/her work permit revoked and shall hire the Union member who is available. This does not apply to guaranteed work permits as outlined in 3.02, 3.03 and/or 3.04.

Article Four: Hours Worked and Cancellations

4.01 Minimum Daily Call: The minimum daily call — unless otherwise provided in the "Exceptions to Minimum Calls" sections set forth in the Appendices to this Agreement — will be eight hours. There shall be no split shifts. An Employee may be called to work for not less than four (4) hours pay at the Employee's contracted hourly rate, or in the case of flat-rate Employees, for not less than one-half (1/2) the flat-rate Employee's prorated salary for one-half day, for the following:

- (a.) production meetings:
- (b.) sign writing:
- (c.) screening of rushes:
- (d.) screen tests:
- (e.) pre-light and pre-rig
- (f.) pick-up shots, inserts and re-shoots where work is to be performed by a bona-fide second unit.
- (g.) location scouting:

4.02 Minimum Work Week

- (a) Each individual Employee may have a different and distinct work week. The Employee's work week begins on the first day worked, unless the fractional work week is utilized in order to match the Employee's schedule with the work unit's work week. A "work unit" means a first unit, second unit, splinter unit, or any identifiable group of Employees working together within the Employer's productions.
- (b) The regular work week shall consist of any five (5) consecutive days out of any seven (7) consecutive days starting on the first of such five (5) days. The sixth (6th) and seventh (7th) days shall normally be the days off.
- (c) The Employer shall not lay off and rehire the same Employee within the same work week for the sole purpose of avoiding premium pay.
- (d) No Employee shall be entitled to bump another Employee in order to receive premium pay.
- (e) Once every six (6) shooting weeks, or more frequently where agreed by the Employer and Union, the Employer may shift the work week by doing the following:
 - (i) shift the work week forward by adding one or two additional days off from the regular work week and begin the shifted work week on the following day, and
 - (ii) shift the work week back:

(A) by one 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 provided that the thirty-four (34) hour rest period applies:

(B) 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, provided that the thirty-four (34) hour rest period applies.

(iii) The Council and the affected Employees shall be given seven (7) calendar days' notice of such work-week shift.

4.03 Work Performed on the Sixth Day Worked: The minimum hourly rate for work performed on an Employee's sixth (6th) day worked for the Employer (local and distant locations) shall be one and a half (1.5) times the basic hourly rate for the first eight (8) hours. Work performed after eight (8) hours worked shall be paid at the rate of two (2) times the basic 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 (3) times the hourly rate.

4.04 Work Performed on the Seventh Day Worked: The minimum hourly rate for work performed on an Employee's seventh (7th) day worked for the Employer shall be two (2) times the basic hourly rate for the first eight (8) hours. Work performed after eight (8) hours worked shall be paid at the rate of three (3) times the basic hourly rate.

4.05 Calculation of Time: A work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day. For the purposes of computing pay for all hours, time shall be calculated in one-tenth (.1) hour increments so that an Employee shall be paid for a one-tenth (.1) hour period if the Employee works any portion of a one tenth (.1) hour period.

4.06 Overtime: Except as provided above in Sections 4.03 and 4.04, hours worked in excess of eight hours in days one through five (1-5) of an Employees work week shall be calculated as follows:

(a.) Eight to Eleven Hours: Pay for hours worked after eight (8) hours worked shall be paid at the rate of one and a half (1.5) times the basic hourly rate up to and including the eleventh (11th) hour.

(b.) Eleven to Fifteen Hours: Pay for hours worked after eleven (11) hours worked shall be paid at the rate of two (2) times the basic hourly rate up to and including the fifteenth (15th) hour.

(c.) Time in Excess of Fifteen Hours: Pay for hours worked after the fifteenth (15th) hour worked shall be paid at the rate of three (3) times the basic hourly rate.

- 4.07 Fractional Work Week:** The Employer shall pay a weekly Employee whose assignment starts on other than the first day of the work week established for that Employee or ends on other than the last day of the work week established for that Employee one-fifth (1/5) of his/her weekly wages for each day worked during the fractional work week, provided that during the preceding or following work week of his/her assignment the Employee is provided a full work week. The foregoing is intended to apply to both the start and finish of production, any production hiatus, and the individual crew member coming on or off a production. An Employer may, at its discretion, reduce by one-fifth (1/5) the weekly guarantee for each day an Employee is absent.
- 4.08 Over-Scale Employees:** The Employer and the Employee may, by individual negotiations at the time of the Employee's employment, agree that the portion of the Employee's pay which is in excess of the minimum scale rate for such Employee, may be applied to any of the overtime payments, meal penalties, and premium pay for turn-around encroachment. Calculation of all such payments, meal penalties and premium pay for turnaround encroachment must be recorded in the Employee's weekly timesheets.
- 4.09 Force Majeure:** The Employer may declare a Force Majeure, canceling work calls, laying off Employees during a work day, or otherwise suspending production without prospect, 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 Council within 24 hours, or as soon thereafter as practicable, 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.
- 4.10 Cancellation of Call:** The Employer may cancel an Employee's call up to the start of turnaround in effect prior to the starting time of the call and shall not be required to pay the Employee for such canceled call. Between the turnaround in effect and eight (8) hours notice of cancellation prior to the starting time of the call, a minimum of four (4) hours shall be paid to the Employee at the day's prevailing rate. If the notice of cancellation is less than eight (8) hours, the Employee shall be paid for eight (8) hours at the day's prevailing rate.
- 4.11 Change of Call:** Any Employer may postpone an Employee's call with a minimum notification of the number of hours of turnaround in effect.

4.12 **Stand-By Calls:** There shall be no stand-by calls. Hiatus. Holidays or days that would otherwise constitute the sixth or seventh day worked in the Employee's workweek are not considered regular days of work. When an Employee is dismissed on the fifth day worked in the workweek with a call for work on the first day of the following workweek, it shall not be considered a relay or stand-by call. The above also applies to calls spanning a Hiatus or Holiday.

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

4.14 **Occupational First Aid Certificate Holders:** The Laws of British Columbia require an "Attendant" that holds a valid Occupational First Aid ("OFA") Certificate, either Level One, Level Two or Level Three to be present at the work site. Whether the Attendant must possess a Level One, Level Two or Level Three OFA Certificate depends on the amount of travel time to a "Hospital" and the "number of workers per shift." Such Attendant may be an Employee. The OFA 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 OFA Certificate, an Employee who accepts responsibility for First Aid and who possesses an OFA 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:

If the work site requires a Level One OFA Certificate - \$1.00/hour;

If the work site requires a Level Two OFA Certificate - \$1.50/hour;

If the work site requires a Level Three OFA Certificate - \$2.00/hour.

Only the OFA Certificate holder designated by the Employer shall receive the additional amount set forth above. The position of "Attendant" shall not conflict with the Employers requirement to employ a First Aid/Craft Service person.

4.15 **Employees May Be Relieved or Replaced:** Employees may be relieved after eight (8) hours of work and replaced after ten (10) hours of work. The Council or the Negotiating Producers may elect to terminate the application of this replacement provision after one (1) year following the ratification of the Agreement upon sixty (60) days notice to the other party, Such termination shall not apply to any productions commenced prior to the termination of this provision.

Article Five: Travel

5.01 Studio Zones:

- (a.) The Vancouver Studio Zone shall be viewed as a grid, the boundaries of which are:
 - e On the East, 168th in Surrey, B.C.;
 - e On the South, the Canada/U.S. border;
 - On the North, the parallel of latitude which runs through Sunset Beach in West Vancouver; and
 - e On the West, the shoreline.
- (b.) The Victoria Studio Zone shall extend to the area south and east of a line drawn from the mouth of Muir Creek, to the height of land on the Malahat including the Saanich Peninsula.
- (c.) Additional Studio Zones may be established through negotiations on a case by case basis.

5.02 Travel Within Studio Zones: Employees agreeing to use their private vehicles for production use will be paid a minimum of thirty five cents (0.35) per kilometer. **This** section shall not apply if on-production Employees are driving from one location within the Studio Zone to another location within the same Studio Zone during the course of the work day.

5.03 Travel Time Payment:

- (a.) Travel time outside a studio zone shall be paid at the Employees straight time hourly rate to a maximum of one-half (.5) hour per day.
- (b.) On days when no work is to be or has been performed by the Employee, travel shall be compensated with an allowance equivalent to four (4) hours of pay at straight time or straight time pay for time traveled, whichever is greater, but in no event an allowance more than the equivalent of eight (8) hours of pay at straight time. The second consecutive day of travel shall be paid as a day worked at no less than the rate for such traveling Employee's minimum call for that day of the Employee's work week.

5.04 Nearby Location: For locations outside the boundaries of the Studio Zones where the Employee will not be required to be lodged overnight, the Employer shall provide transportation to and from the location from a marshaling point or points within the Studio Zones. If this transportation is provided, Employees shall be obligated to use it. However, the Employer may, at its discretion, grant an Employee's request to be excused from the obligation to use the transportation provided by the Employee, 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, thirty-five cents (0.35) per km for kilometers driven from the nearest Studio Zone limit to the location and then back to the nearest Studio Zone limit.

- 5.05 **Parking:** Whenever the Employer does not provide transportation and Employees use personal vehicles to transport themselves to any type of location, the Employer shall provide parking or reimburse each Employee for parking fees on the same day that the fees are incurred. Parking will be provided within a reasonable distance from the work site.
- 5.06 **Distant Location:** When housed overnight or longer, on location outside a Studio Zone, the Employee shall receive, in addition to the applicable wage scale, all necessary lodging expenses (lodging to be single occupancy equal to the Canadian Automobile Association (C.A.A.) standards where reasonably available) plus approved per diem and transportation expenses, to, from, and while on the job.
- 5.07 **Per Diem Allowance:** On distant locations within any of the Canadian Provinces or Territories, the Employee shall be paid in advance a per diem allowance commensurate with the standard of living in the work area but not less than fifty-five dollars (\$55.00). However, if meals are provided at the expense of the Employer, the per diem allowance may be reduced in the following manner: Breakfast, twelve dollars and fifty cents (\$12.50); Lunch seventeen dollars and fifty cents (\$17.50) and Dinner, twenty-five dollars (\$25.00). The foregoing dollar amounts will be payable in U.S. dollars when in the United States.
- 5.08 **Unworked Sixth or Seventh Days, or Statutory Holidays on Distant Location:** An Employee on distant location shall receive one hundred ten dollars (\$110) per diem on an unworked sixth day in lieu of any other payment and one hundred ten dollars (\$110) on an unworked seventh day in lieu of any other payment. **An** Employee on distant location shall receive a fifty-five dollar (\$55) per diem on an unworked Statutory Holiday in lieu of any other payments. For all additional days not worked while on distant location, the Employee will receive eight (8) hours of straight time pay plus a fifty-five dollar (\$55) per diem. With respect to the foregoing, fringe payments shall not apply.
- 5.09 **Travel Insurance:** Each Employer shall provide its Employees with a minimum of Two Hundred and Fifty Thousand Dollars (\$250,000) of Accidental Death and Dismemberment Insurance when the Employee is required to travel at the request of an Employer if transportation is furnished by that Employer and used by the Employee. The benefits resulting from the policy mentioned above 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.
- 5.10 **Weather Warnings:** Each Employee will be informed prior to departure as to what can be expected in respect to weather conditions at or near the shooting site so that he or she may reasonably provide himself or herself with suitable clothing and/or equipment. However, in extreme cold weather, 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 Six: Meals

6.01 Scheduling Meal Periods: The first meal period shall commence not earlier than the beginning of the second (2nd) hour nor later than the end of the sixth (6th) hour from the beginning of the work day or from the conclusion of the paid-through meal described in §6.02. below. The second and subsequent meal periods shall commence not earlier than the beginning of the fourth (4th) and no later than the sixth (6th) hour from the conclusion of the previous meal period.

6.02 Early Call Employees (Non-Deductible Meal): An Employee required to report prior to the general crew call shall be entitled to a reasonable hot meal, which shall be paid-through as time worked. Such paid-through meal (a.k.a. "Non-Deductible Meal") shall be no less than three-tenths (.3) of an hour in duration. During this paid-through meal period, the Employee will be freed of all activity. Such paid-through meal must be within one (1) hour before general crew call or two (2) hours after general crew call and shall not be considered the first meal. The next meal period shall be no later than six (6) hours from general crew call.

The foregoing paid-through provision does not change the provisions of § AI.19 or §C7.02 regarding nine (9) hours work without a break. Such nine (9) hour period will be calculated from the end of the paid-through meal. For purposes of establishing the beginning of such nine (9) hour period **only**, and not for purposes of establishing whether a paid-through meal was taken, the Employee shall record the time of such paid-through meal on his/her time sheet.

6.03 Meal Periods: For the first (1st) meal period of the work day, all Employees are to receive an unpaid meal period of no less than thirty (30) minutes after the last crew member has been served, or no more than sixty (60) minutes after the first crew member has been served. Said meal period shall be no less than thirty (30) minutes. The second (2nd) meal period shall be paid through as time worked. The "non-deductible meal" described in Section 6.02 above shall not be counted as a meal period.

6.04 Calculation of Meal Penalty: If any Employee is unable to commence a meal period by the end of the sixth (6th) hour of work, the Employee shall be paid a meal penalty as per the following scale until such time as the meal period is forthcoming:

- | | | |
|------|----------------------|---|
| (a.) | First quarter hour: | no penalty, but shall not be scheduled or abused. |
| (b.) | Second quarter hour: | \$7.50 for any portion thereof |
| (c.) | Next 1 hour: | \$2.50 for each one-tenth (.1) hour increment. |
| (d.) | Thereafter: | \$3.00 for each one-tenth (.1) hour increment. |

- 6.05 **Meal Period Extensions:** For wrap, the six (6) hour work period following the end of the last meal period may be extended by the Employer for a maximum of one-half ($\frac{1}{2}$) hour. If work exceeds such extension, then meal penalties shall be calculated and paid from the end of such six (6) hour work period.
- 6.06 **Pacific Northwest Hours:** Each Employer, with ten (10) hours notice, may institute a "Pacific Northwest Hours" system which consists of:
- (a.) An eleven (11) hour period of elapsed time commencing with the general crew call and ending after camera wrap, which includes one (1) hour of paid meal period before work begins; or includes one-half ($\frac{1}{2}$) hour paid meal period before the shift begins and two (2) fifteen (15) minute paid breaks during the rest of such eleven (11) hour period. This eleven (11) hour period shall not be considered a guarantee of eleven (11) hours of work or pay.
 - (b.) Should work continue past the eleventh (11th) hour, such work shall be paid for by the additional payment of the applicable rates of overtime pay.
 - (c.) Any Employer that institutes Pacific Northwest Hours will provide a continuing hot buffet accessible to the Employees.
 - (d.) Meal penalties shall apply if work continues past eleven (11) hours of elapsed time commencing with the general crew call, in which case meal penalties shall be paid commencing at the end of the sixth (6th) hour from the beginning of the general crew call.
- 6.07 **Meal Periods for Employees Working Off-Set and Caterers:** Any Employee working off-set and caterers shall be responsible for scheduling his/her own meal periods at five (5) hour intervals and shall not incur meal penalties. At the discretion of the Employer, any Employee working off-set may be provided with a Meal Allowance to cover the costs of a meal appropriate for the time of day.
- 6.08 **Shelter:** The Employer shall endeavor to provide suitable shelter for serving catered meals.
- 6.09 **Beverages\Environmental Awareness:** The Employer shall provide coffee, tea, ice water and other soft beverages and use its best efforts to make them accessible to all on-set Employees. Further, the Employer shall use its best efforts to supply environmentally compatible containers for all such beverages.
- 6.10 **Absence of Catering and Culinary Selection:** In the absence of catering, all Employees shall receive a meal break of sixty (60) minutes. Adequate travel time to and from a restaurant or other eating establishment shall be considered time worked but shall not incur penalties.
- 6.11 **Proper Meal:** Adequate hot meals with a reasonable selection shall be provided. It is understood and agreed that snacks: i.e. soft drinks, hot dogs, pizza etc. do not constitute a proper meal.

Article Seven: Holidays

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

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

- 7.02 **Payment of a Statutory Holiday Worked:** The minimum hourly rate for work performed on a Statutory Holiday worked for the Employer (local and distant locations) shall be one and a half times (1.5X) the Employee's 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.

- 7.03 **Payment for an Unworked Statutory Holiday:** Payment for an unworked Statutory Holiday shall be compensated pursuant to Article Eight of this Master Agreement. An Employee engaged on a weekly guarantee will have his/her weekly rate or guarantee reduced by one-fifth (1/5) for each unworked holiday that falls within the Employee's guaranteed work week.

- 7.04 **Holidays and the Guaranteed Period of Employment:** Holidays shall apply against a guaranteed period of employment whether worked or not.

Article Eight: Fringe Rates

- 8.01 **Television:** The fringe rate for Pension, Health Administration Fee, Holiday Pay, and Vacation Pay shall be a total of twelve and four hundred ninety-six one thousandths percent (12.496%) on Television productions, except as provided in §8.03 below. The Council may allocate such percentage between the aforementioned fringe categories so long as the statutory requirements for Holiday Pay and Vacation Pay are satisfied. That portion of the fringe rate allocated to the Administration Fee shall be calculated pursuant to §8.04(a) below. The remaining portion of the fringe rate shall be calculated as a percentage of the sum of all monies earned for working straight time, overtime, turnaround, and meal penalties. An Employer is not required to make Pension and Health contributions on behalf of any Employee who has been issued a work permit pursuant to Article Three of this Agreement provided that proof of payment to such Employee's applicable IATSE or Teamsters Pension and Health plan is provided to the Council.

8.02 **High Budget Feature Films:** The fringe rate for Pension, Health, Administration Fee, Holiday Pay, and Vacation Pay shall be a total of sixteen and four hundred ninety-six one thousands percent (16.496%) on High Budget Feature Films. The Council may allocate such percentage between the aforementioned fringe categories so long as the statutory requirements for Holiday Pay and Vacation Pay are satisfied. That portion of the fringe rate allocated to the Administration Fee shall be calculated pursuant to §8.04(a) below. The remaining portion of the fringe rate shall be calculated as a percentage of the sum of all monies earned for working straight time, overtime, turnaround, and meal penalties. An Employer is not required to make Pension and Health contributions on behalf of any Employee who has been issued a work permit pursuant to Article Three of this Agreement provided that proof of payment to such Employee's applicable IATSE or Teamsters Pension and Health plan is provided to the Council.

8.03 **First Year of a Television Series:** With regard to Local #891 and Local #669, Pension and Health for the first (1st) year of a television series shall be calculated at a combined total of ten and four hundred ninety-six one thousands percent (10.496%) calculated as a percentage of the sum of all monies earned for working straight time, overtime, turnaround, and meal penalties. There shall be no Administration Fee payable to Local #891 and Local #669 during the first (1st) year of a television series.

8.04 **Contract Administration Fee:**

- (a) **Calculating the Administration Fee: Feature Motion Pictures and Television Series:** That portion of the fringe rate allocated to the Administration Fee shall be based upon base hourly rate set forth in the Appendices to this Agreement for the applicable classification multiplied by the pay hours worked. (That is, straight time plus overtime at the applicable overtime rate.)
- (b) Each Employer, with the exception of those Employers associated with a member of the Alliance of Motion Picture and Television Producers in Encino, California, will pay to the British Columbia Producers Branch of the Canadian Film and Television Production Association (hereinafter "BC - CFTPA") a "Contract Administration Fee" equal to two percent (2%) of number of hours worked multiplied by the base hourly rate set forth in the Appendices to this Agreement for the applicable classification. If the Employer is associated with a member of the Canadian Film and Television Production Association, the fee will be reduced to one percent (1%) of hours worked multiplied by the base hourly rate set forth in the Appendices to this Agreement for the applicable classification up to a maximum of two thousand dollars (\$2,000) on a television movie, forty-five hundred dollars (\$4,500) on a high budget feature or mini-series, or fifteen hundred dollars (\$1,500) on each episode of a television series payable to the BC - CFTPA. This provision may not be reduced or waived without the express consent of the BC - CFTPA.

Article Nine: Payment of Wages

- 9.01 **Payroll Period:** For the purposes of uniformity, the payroll period shall be from 12:01 a.m. on Sunday of the work week to 12 midnight on Saturday of the work week, except if work beginning on Saturday runs past 12 midnight, work time after 12 midnight shall be credited to Saturday. All times shall be computed in six (6) minute increments. Each Employer will make and remit the appropriate deductions from the individual Employee's pay and shall make contributions to the Canada Pension Plan (C.P.P.) and the Unemployment Insurance Commission (U.I.C.) as required by law. The aforementioned remittances will not be required for Employees who furnish their services through a loan-out company providing direct payments on their behalf. Each Employer shall not make deductions from any such wages unless authorized by statute, court order, arbitration award, or this Master Agreement.
- 9.02 **Pay Day:** Employees paycheques shall be ready no later than four o'clock p.m. (4:00 p.m.) of the fourth (4th) work day following the week worked. The company will affix a copy of the time report to the employees paycheque, showing in detail, earnings including an individual breakdown of all overtime premiums, penalties and fringes. A copy of the Employees time report will be forwarded to the appropriate Council-member Union, accompanied by all applicable remittances, on a weekly basis. If a Saturday, Sunday, or holiday falls on a regular pay day, payment will be made on the preceding work day. The Employer will distribute pay cheques to the Employees during their shifts that day. If, for any reason, this is not feasible in the case of any individual or group of Employees, the Employees involved shall be so notified by the Production Manager before the end of their shifts and advised by the Production Manager as to the time when their pay cheques will be available. In any such case, the pay cheques shall be given to the Production Manager or the person designated by the Production Manager to distribute the cheques.
- 9.03 **Medium of Wage Payment:** 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. The Employee's pay envelope or pay cheque stub shall bear the following information: the Employee's name and classification, the regular and overtime hours worked and the wages earned during the pay period, an itemization and identification of all deductions, and the net amount of the cheque or cash received by the Employee.
- 9.04 **Payroll Service:** In the event an Employer uses a payroll company or other outside person(s), or entity (herein referred to collectively as the "payroll service") to handle or facilitate the payment of wages or other benefits to or on behalf of an Employee or Employees covered by this Master Agreement, the Employer agrees and acknowledges that it is and remains the Employer of such Employee(s) for the purposes of all the provisions of this Master Agreement, and that the Employer remains liable and responsible for compliance with such provisions.

9.05 Termination Pay:

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

9.06 Time-Keeping: Each Employer shall maintain an adequate system of time-keeping to record the times that an Employee reports for and leaves work each- day, and to record the commencement and completion of the Employees meal period. The time records shall be open to inspection by a duly authorized representative of the Council at reasonable times and for reasonable cause upon giving the subject Employer reasonable notice.

9.07 Assignment of Wages: Pursuant to British Columbia Labour Relations Code, SBC 1992. C.82. § 16, the Employer will honor an Employee's written assignment of wages to the Union unless the assignment is declared null and void by the British Columbia Labour Relations 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 Labour Relations Code. The Employer will remit to the appropriate Council-member Union. on a monthly basis, a written statement containing the names of Employees for whom deductions were made and the amount of each deduction along with a copy of any revocation of the assignment. The Employer shall have no financial responsibility for the fees or dues of any Employee and the Union shall hold the Employer harmless for any costs or damages arising from fines. assessments, or membership dues deducted by the Employer.

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9.08 Deal Memorandum: The Employer shall, within five (5) days of signing a Deal Memorandum with any individual Employee or dependent contractor covered by this Agreement. supply the appropriate Council member with copy of same.

Article Ten: Lay Off and Discharge

10.01 Guaranteed Period of Employment:

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

10.02 Lay-off Defined: "Lay-off" means a temporary or permanent severance of employment — other than Discharge — due to a shortage of work, including holiday hiatus or scheduled termination.

10.03 Weekly Employees - Notice of Lay-off and Severance Pay: All weekly Employees shall be given a one (1) week notice, or one (1) week of severance pay in lieu of such notice or a combination thereof. In turn, all weekly Employees shall give the Employer one (1) week notice before resigning and if such Employee fails to do so, the Employer will not be required to re-employ such Employee.

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

10.05 Discharge: No Employee shall be discharged (as distinguished from replacements or layoffs) by an Employer without just and reasonable cause. If the Council or Council-member Union believes the action to be unjustified, the Council or Council-member Union may file a grievance which shall be handled in accordance with Article Eleven. Any party to the grievance under this section may make a written demand for an expedited arbitration pursuant to Section 11.05. The Arbitrator shall have the power to reinstate the Employee with or without full compensation; to award damages in lieu of reinstatement, or to sustain the discharge. Refusal to comply with an order, directive, or assignment that is unlawful, unsafe, or which is known by the Employee to be in violation of a location permit shall not result in discipline or discharge. An Employer will not be required to re-employ an Employee previously discharged by such Employer under this section.

Article Eleven: Grievance and Arbitration

- 11.01 Statement of Policy:** The Council or Council member(s) and the Employer recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time consistent with the provisions of this Article. The Council shall make a careful and thorough investigation of an Employee's complaint before submitting it under the grievance procedure in order to ascertain whether, in its opinion, the complaint is reasonably justified under the terms of this Master Agreement and that there is reasonable ground to believe that the claim is true in fact. No Employee shall be discriminated against for reasonably making a complaint or filing a grievance asserting a violation of this Master Agreement. There shall be no slowdown, disruption or stoppage of work including strikes or lock-outs.
- 11.02 Grievance Defined:** All complaints, discipline, disputes, or questions of the Employer or the Council, as to the interpretation, application, or performance of this Master Agreement (excluding jurisdictional disputes) or any deal memo, including any question about whether a matter is arbitrable, shall be settled between the Employer directly involved and the duly authorized representative of the Council. Any party to the grievance may participate in grievance meetings.
- 11.03 Grievance Procedure:** To be valid, grievances must be filed within thirty (30) calendar days of the occurrence of the event(s) upon which the grievance is based, or, within thirty (30) calendar days after the facts underlying the grievance became known or should have reasonably become known by either the Employee, Employer, or the Council — which ever should have first reasonably gained knowledge of the facts underlying the grievance — but in no case more than one hundred eighty (180) days from the event giving rise to the grievance. A grievance is filed by delivering to the other party a written statement of grievance which shall set forth the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the grievant, and the relief sought. If either the Employer or the Council fail to agree to meet within fourteen (14) calendar days after the receipt of the statement of grievance, or they do meet and fail to resolve the grievance, then either Party may proceed to final and binding arbitration pursuant to Section 11.04.
- 11.04 Arbitration Procedure:** If the grievance procedure fails to resolve the grievance, either party to the grievance may proceed to final and binding arbitration by delivering to the other party a written demand for arbitration which shall set forth the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the claimant, and the relief sought. Such demand must be served not later than thirty (30) days after the filing of the grievance or the grievance will be waived. Within fourteen (14) calendar days following service of the demand for arbitration, or within such additional time as the parties mutually agree upon in writing, the parties will attempt to mutually agree upon an Arbitrator selected from the list of Arbitrators of the BC Arbitrator's Association, or a mutually agreed upon arbitrator. An Arbitrator named on the list of Arbitrators of the BC Arbitrator's Association may at any time, by mutual agreement, be bypassed or removed from

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

11.05 Expedited Arbitration: Expedited Arbitration is available only in cases in which it is specifically permitted under this Master Agreement, or upon the mutual consent of the parties to the arbitration. Within five (5) business days of receipt of a written demand for an expedited arbitration in cases that permit expedited arbitration under this Master Agreement, or within five (5) business days of a written agreement to proceed to an expedited arbitration, an Arbitrator named on the list of Arbitrators of the BC Arbitrator's Association will be selected by the parties. **Any** Arbitrator may, by mutual agreement, be bypassed or removed from consideration and another Arbitrator substituted. The date of the arbitration hearing will be within fourteen (**14**) calendar days from the date the Arbitrator is selected. The Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on the parties, including the grievant, **and** fully enforceable in a Court of competent jurisdiction. The Arbitrator shall present a written decision, unless the parties to the arbitration **mutually** agree that a written decision is not necessary. Arbitration briefs, if any, must be submitted no later than noon on the day after the arbitration hearing. The Arbitrator's written decision shall be issued within five (5) calendar days from the **last** day of the arbitration hearing or the date final arbitration briefs, if **any**, are submitted, whichever is later.

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

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

Article Twelve: Safety

12.01 It is agreed by the parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on each employer (herein referred to as the Producer) to furnish employment and a place of employment which are safe and healthful for the employees therein: to furnish **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 place of employment safe and healthful: to do every other thing reasonably necessary to protect the life, safety and health of employees. Correspondingly, no employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. In addition, every employer and every employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws which are applicable to his/her own actions and conduct: no person (employer or employee) shall remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or place of employment: no person shall interfere with the use of any method or process adopted for the protection of any employee, including his/herself, in such employment or place of employment.

Rigid observance of safety regulations must be adhered to and willful failure of any employee to follow safety rules and regulations can lead to disciplinary action including discharge: however, no employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear **and** present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Producer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employees.

The Negotiating Producers, in cooperation with the Council and Guilds in the BC motion picture industry, will commence development of "Safety in the Workplace" seminars within 60 days of ratification of the Master Agreement.

The Negotiating Producers support the concept of a service-oriented Joint Occupational Health & Safety Association. In the absence of the proposed Joint Occupational Health & Safety Association, it is the Employer's responsibility to copy the Council with all reports generated to/or received from the Workers' Compensation Board of British Columbia (IH&S Reg. 4.02-5(f): this includes WCB Employer Form 7's (Employer's Report of Injury or Occupational Disease), WCB First Aid Report Form 7A's (First Aid Report!), Industrial Health and Safety Committee, Minutes (IH&S Reg. 4.06-2(e)), Inspections Reports, and Accident Investigations (IH&S Reg. 6.04).

Article Thirteen: **Employee Indemnification**

13.01 Employee Indemnification: The Employer will defend, indemnify, and save harmless any Employee (including persons engaged through a loan out company) for liability incurred during the effective dates of the blaster 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 resulted in bodily injury, property damage suffered by any person(s) subject to the following conditions:

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

13.02 Duration of Protection: The protection provided to the Employee by Section 13.01 is also personal to the Employee and may be enforced by any Employee in any appropriate court or statutory forum. The protection provided to the Employee in Section 13.01 does not expire with the expiration of the Letter of Adherence but **will** continue with regard to any claim made against an Employee after the expiration of the Letter of Adherence 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,

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

Article Fourteen: Performance Bonds

14.01 Notwithstanding any provisions in this Agreement or any Individual Employment Contract 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 Council, accompanied by the appropriate Performance Bond to guarantee wages and other moneys due and payable, in the amounts of :

FEATURES :	One Hundred and Fifty Thousand Dollars (\$150,000.00)
SERIES:	One Hundred Thousand Dollars (\$100,000)
PILOTS:	Sixty Thousand Dollars (\$60,000.00)
T.V. MOVIES:	Sixty Thousand Dollars (\$60,000.00)

or an otherwise agreed upon financial instrument.

The Bond shall not be released before a minimum of two (2) weeks has elapsed after the production has been completed and not before Separation Certificates have been issued to all employees **and** the Employer **has** satisfied all of the obligations of this Agreement, including the settlement of any outstanding grievances.

However, partial bonds may be returned upon application at any time. The amount to be returned will be predicated on the outstanding liability.

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 arising out of a breach of this Agreement.



Article Fifteen: Employee Assistance Program

15.01 EAP: The Employer agrees to endorse the concept of the Council-member Union's Employee Assistance Program (EAP) for substance abuse counseling. The parties also agree that such a program is best administered under the aegis of the Council-member Unions and their Good and Welfare entity.

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

As a part of these procedures or as an alternative thereto, such an Employee may be referred to counseling through the EAP. Any Employee who refuses to accept treatment through such a program or who is disciplined again or discharged pursuant to this section by the Employer for unsatisfactory job performance or other misconduct arising out of or resulting from substance abuse shall not be entitled to have the second or subsequent disciplinary action(s) reviewed pursuant to the grievance or arbitration procedure.

Notwithstanding the participation by any Employee in an EAP, the Employer and the Council-member Unions recognize that each Employee is and remains responsible for his/her own satisfactory job performance.

Article Sixteen: Entirety

16.01 **Entirety:** Except for the provisions of applicable legislation and each Employee's deal memo, this Master Agreement, which hereby incorporates by reference the attached Appendices "A," "B" and "C" is the entire understanding between the Parties.

Article Seventeen: Term of Master Agreement

17.01 Term: The term of this Master Agreement shall commence on April 01, 1997 through March 31, 2000. All the provisions hereof shall continue in force until such time as a successor agreement is concluded.

APPENDIX "A" - IATSE LOCAL 891

A1.01 Definitions:

- (a) "Senior Steward" The Employer shall recognize the Senior Steward as an employee of the Union empowered to provide the Employer with Local 891 Employees covered by this Agreement and further recognizes the Senior Steward as liaison between the Shop Steward and the Employer.
- (b) "Shop Steward" The Employer shall recognize Shop Stewards as appointed by the Union or elected by the members at each studio and/or location. Any person so appointed or so elected shall have the complete cooperation of the Employer in the reasonable performance of his duties to inspect all working conditions affecting the terms of the Agreement. As I.A. Local 891's safety representative the Shop Steward shall be recognized as an active member of the Employer's Joint Occupational Safety & Health committee.

A1.02 Screen Credits:

- (a) The Employer further recognizes and agrees the insignia of the International Alliance is copyrighted and is the sole property of the 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, 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 to be clear **and** distinct, and shall appear on a sufficient number of frames
- (b) **All** individual screen credits shall be in accordance with British Columbia film industry custom **and** practice but subject to approval of Broadcasters and Distributors. Upon the request of a Department Head on any production, the Employer shall provide a letter on the Employer's company letterhead that confirms and attests that such Department Head is or was a Department Head on such production.

A1.03 Name Change or Address Change: Should there be a change of name of the Employer and/or the motion picture's **name** or title, the Employer agrees to notify the Union, in writing, immediately. 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.

A1.04 Sole and Exclusive Bargaining Agent: Without limiting the generality of Article Two the Employer recognizes the Union as the sole and exclusive Bargaining Agent for all Employees of the Employer listed below:

ACCOUNTING

Assistant Accountant
Accounting Clerk
Accounting Trainee

ART

Production Designer
Art Director
Assistant Art Director
Draftsperson
Graphics/Illustrator
Art Department Assistant

CONSTRUCTION

Construction Coordinator
Construction Foreman
Lead Carpenter
Scenic Carpenter
Scenic Helper
Lead Metal Fabricator
Scenic Metal Fabricator
Metal Fabricator Helper
Construction Buyer
Maintenance Person
Sculptor
Model Maker
Lead Laborer
Labourer [Construction]

COSTUME

Costume Designer
Asst. Costume Designer/Coordinator
Set Supervisor
Performer's Costumer
Set Costumer
Prep Costumer
Cutter
Costume Breakdown/FX
Dresser
Seamster/Seamstress

EDITORS

Supervising Editor
Supervising Sound Editor
Editor
Sound Effects Editor
Music Editor
First Assistant Editor
Assistant Dialogue Editor
Assistant Sound Effects Editor
Second Assistant Editor
Negative Cutter/Conformer

FIRST AID/CRAFT SERVICE

First Aid/Craft Service
First Aid
Craft Service

GRIPS

Key Grip
Second Grip
Leadman/Setup
Dolly Operator
Rigging Grip
Grip

GREENS

Head Greensperson
Best Person/Lead Person
Greensperson
Greens Helper

HAIR

Hairstylist
Assistant Hairstylist
Second Assistant Hairstylist

LIGHTING/ELECTRICS

Chief Lighting Tech/Gaffer
Assistant Chief Light/Best Boy
Rigging Gaffer
Generator Operator
Lighting Tech/Lamp Oper.
Set Wireman

MAKE-UP

Special Makeup Effects
Key Makeup Artist
First Assistant Makeup Artist
Second Assistant Makeup
Third Assistant Makeup

PAINTING

Paint Coordinator
Lead Painter
Scenic Artist
Sign Painter/Fabricator
Scenic Painter
Wallpaper Hanger
Plasterer
Set Painter
Paint Labourer

PRODUCTION OFFICE

Production Office Coordinator
Assistant Prod. Office Coordinator
2nd Asst. Prod. Office Coordinator

PROPS

Property Master
Assistant Property Master
Props Buyer
Props

PUBLICITY

Senior Unit Publicist
Junior Unit Publicist
Trainee Publicist

SCRIPT SUPERVISORS

Script Supervisor
Assistant to Script Supervisor

SECURITY

Security

SET DECORATING

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

SOUND

Mixer [Production & Dubbing]
Boom Operator
Sound Assistant
Public Address Operator
Playback Operator
Sound Maintenance

SPECIAL EFFECTS

Special Effects Coordinator
First Assistant Special Effects
Special Effects Assistant
Special Effects Labourer

VIDEO

Video Sound Mixer
Video Lighting Director
Video Script Supervisor
Colourist

A1.05 Recognition of Jurisdiction - Job Classifications: The Employer recognizes the job classifications as agreed and shall not directly or indirectly change, delete, alter or amend the jobs; transfer job functions from one classification to another or establish a new job without the written agreement of the Union.

A1.06 Transfer to Another Bargaining Unit: No Employee shall be transferred to another bargaining unit without his/her consent.

A1.07 Electronic Press Packaging: When an Employer that has executed a Letter of Adherence to this Master Agreement hires a video unit on a motion picture set or location for purposes of electronic press packaging, behind the scenes documentaries, and/or entertainment news programming, such video unit shall be covered by this Master Agreement.

A1.08 Department Head: Each department utilized by an Employer in a Production shall have one Department Head who is a member of that specific department unless a work permit is granted via Article Three Permits.

A1.09 Union to Furnish Employees: The Union agrees to furnish Local 891 Employees covered by this Agreement to perform work in the job classifications of the departments as listed in "A1.04" of this Master Agreement, and that said Employees will be competent and will perform such work as is required by the Employer under the provisions of this blaster Agreement.

- (a) The Employer may select their head of each department by name, the department head may in turn select his/her 1st assistant(s) and 2nd assistant(s).
- (b) The Employer shall also have the ability to name request any Employee hired with a weekly guarantee except for positions in the following departments who will be hired pursuant to subparagraph (c) below:
 - (i) Construction
 - (ii) Paint
 - (iii) Grip
 - (iv) Lighting
- (c) Further crew requirements shall be referred by the Union office according to their classification and seniority.

A1.10 Notice of Crew Requirements: The Employer must give the Union reasonable notice of its crew requirements before the call. It is further understood and agreed that, in the event that the Union shall in any specific instance be unable to fill a position as required, the Employer and the Union together shall make other arrangements on that specific occasion as they deem advisable.

In the event that an individual has been hired with less than four (4) dispatch working hours given to Local 891 to dispatch an Employee. Local 891 may replace that individual with an Employee from the Union's dispatch roster at the end of the first shift of the individual's first work day.

- A1.11 Layoff - Determination of Employees Affected:** The Employer further agrees that when any lay-offs occur, the personnel to be affected by such lay-offs shall be decided upon by the Employer in consultation with the Department Head and Senior Shop Steward for the Union, taking seniority and job qualifications into consideration.
- A1.12 Script Supervisors - Preparation and Pretiming:** The Employer agrees to remunerate Script Supervisor for authorized preparation duties and pretiming duties. Preparation and pre-timing pay shall be paid as work hours and shall be subject to individual negotiations.
- A1.13 Script Supervisors - Multi-Camera Setups:** When two or more cameras are utilized simultaneously for 50% or more of the shooting time in a day, the Script Supervisor shall be paid an additional sum of fifty dollars (\$50.00).
- A1.14 FA/CS Premiums:** Where a Production Manager provides prior approval for cleaning, shopping, re-stocking and preparation of first aid/food equipment and supplies on a 6th and/or 7th day worked, the First Aid/Craft Service Technicians who provide the approved services shall be paid a minimum of four (4) hours at the prevailing rate for a 6th and/or 7th day worked, whichever the case may be.
- A1.15 Certified Journeyman Electrical Tradespersons:** Where required by law, individuals holding and using their ticket shall have their hourly rate increased by \$2/hour for a Full Entertainment Ticket (FE) and \$1/hour for a Limited Entertainment (LE) ticket.
- A1.16 Replacement Workers:** An off production employee may be subject to replacement after ten (10) hours of work.
- A1.17 Progressive Discipline & Discharge Applicable to Weekly Employees:** With respect to Employees hired with a weekly guarantee, Local 891 and the Employer agree that the principles of progressive discipline shall be applied in appropriate circumstances. The Employer agrees to provide Local 891 with a copy of a written "Reprimand" and/or written "Notice of Discipline," which exceeds a written Reprimand in severity, and/or a written "Notice of Dismissal."
- A1.18 Probationary Period for Weekly Employees:** Employees hired on the basis of a weekly guarantee are not guaranteed work beyond the guaranteed weekly period. After the expiration of the appropriate probationary period, the Employer may discharge an Employee on the basis of just and reasonable cause, which includes artistic and creative differences and/or unsuitability. Probationary periods shall be as follows:

- (a) Episodic Television: Four (4) weeks.
- (b) Long-form Television or Pilots: Three (3) weeks.
- (c) Feature Films: An amount of time equal to one-half of the scheduled shooting period.

A1.19 Limitation on Meal Breaks: In no case shall any work period exceed nine (9) hours without a meal break. Pacific Northwest hours shall not be construed to violate this provision.

A1.20 Turnaround:

- (a) Daily Turnaround.
 - (i) There shall be a ten (10) hour rest period between the end of one shift and the next call. If such rest period is encroached, the Employee shall be paid a premium for the encroached time at the same rate such Employee was receiving at the end of the Employee's preceding shift, but in no event less than one and one-half times (1.5X) the Employee's straight-time-hourly rate.
 - (ii) With respect to the first (1st) year of a television series: After sixteen (16) hours of work which does not include the first meal period, there shall be an eleven (11) hour rest period between the end of such work period and the next day's call.
 - (iii) With respect to all productions other than the first (1st) year of a television series: When daily turnaround is encroached by two (2) or more hours for two (2) consecutive days, the Employee(s) will receive an eleven (11) hour rest period between the end of such second (2nd) consecutive day and the next day's call.
 - (iv) Daily turnaround encroachment shall be calculated pursuant to subparagraph (e) below.
- (b) Six-Day Turnaround. There shall be a thirty-four (34) hour rest period, which includes the ten (10) hour rest period in subparagraph (a)(i) above, for each Employee who works a six-day-work week. If such rest period is encroached, such Employee shall be paid a premium at a rate equal to two times (2X) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3X) such Employee's hourly base rate. Such premium shall be paid for the time beginning at the *start* of the next call through the end of such encroached thirty-four (34) hour rest period and calculated pursuant to subparagraph (e) below.

- (c) Five-Day Turnaround. There shall be a fifty (50) hour rest period, which includes the ten (10) hour rest period in subparagraph (a)(i) above, for each Employee who works a five-day-work week. If such rest period is encroached, such Employee shall be paid a premium at a rate equal to two times (2X) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3X) such Employee's hourly base rate. Such premium shall be paid for the time beginning at the start of the next call through the end of such encroached fifty (50) hour rest period and calculated pursuant to subparagraph (e) below.
- (d) Statutory Holiday Turnaround. There shall be a twenty-four (24) hour rest period, in addition to the rest periods described in subparagraphs (a)(i), (b) and (c) above, for each Employee during a Statutory Holiday. If such rest period is encroached, such Employee shall be paid a premium at a rate equal to two times (2X) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3X) such Employee's hourly base rate. Such premium shall be paid for the time beginning at the start of the next call through the end of such encroached thirty-four (34) hour rest period, fifty-eight (58) hour rest period or seventy-four (74) hour rest period, whichever ever applies, and calculated pursuant to subparagraph (e) below.
- (e) When turnaround is encroached by one-half (.5) hour or less, there shall be a payment of one-half (.5) hour of encroachment penalty. If the rest period is encroached by more than one-half (.5) hour, the encroachment penalty shall be computed in one-tenth (.1) of an hour increments for the encroached period.
- (f) The Employer may make a sixty-five dollar (\$65.00) per day payment to the Generator Operator in lieu of paying turnaround encroachment premiums to the Generator Operator. Such "buy-out" of turnaround will be increased to seventy dollars (\$70.00) per day on March 29, 1998.

A1.21 Performing Duties in a Higher Classification

- (a) Any Employee may be required to perform **work** in any job classification listed in such Employee's department.
- (b) If at the direction of the Employer, an Employee works for two (2) hours or more in a classification higher than the classification under which the Employee is called for work, the higher rate shall prevail for the entire workday. The Employee reverts to his regular classification on the following day unless notified to the contrary.
- (c) Work time in either a higher or a lower classification shall be credited to fulfill the minimum call of the classification in which the Employee ~~was~~ hired.

A1.22 Security Department: When the Employer requires watch persons (other than licensed Guards) with respect to sets, vehicles, mobile equipment, animals and supplies associated with the same, such work shall be performed by the Employees of the Employer who are bondable members of the Union.

A1.23 Use of Personal Vehicles: Employees who use their vehicles for business purposes must ensure that vehicles to be used are insured for "business purposes" by the Insurance Corporation of British Columbia (ICBC). Such Employees may request and receive a Revenue Canada Form T2200 from the Employer while employed under this agreement.

B.C. Local 891 Rates: From the Date Effective Through March 28, 1998.

Department & Classification	Television Rate	High Budget Feature Film Rare
ACCOUNTING		
Assistant Accountant	\$23.74	\$24.93
Accounting Clerk	\$16.12	\$16.93
Accounting Trainee	\$10.30	\$10.82
ART		
Production Designer	Negotiable	Negotiable
Art Director	\$29.30	\$30.77
Asstant Art Director	\$25.44	\$26.71
Draftsperson	\$20.65	\$21.68
Graphics/Illustrator	\$22.66	\$23.79
Art Department Asstistant	\$10.30	\$10.82
CONSTRUCTION		
Construction Coordinator	\$26.75	\$28.09
Construction Foreman	\$25.65	\$26.93
Lead Carpenter -	\$24.21	\$25.42
Scenic Carpenter	\$22.66	\$23.79
Scenic Helper	\$21.12	\$22.17
Lead Metal Fabricator	\$24.21	\$25.42
Scenic Metal Fabricator	\$22.66	\$23.79
Metal Fabricator Helper	\$18.03	\$18.93
Construction Buyer	\$22.66	\$23.79
Maintenance Person	\$21.12	\$22.17
Sculptor	\$24.21	\$25.42
Model Maker	\$24.21	\$25.42
Lead Laborer	\$18.03	\$18.93
Labourer [Construction]	\$16.53	\$17.36
COSTUME		
Costume Designer	Negotiable	Negotiable
Assistant Costume Designer/Coordinator	\$23.18	\$24.33
Set Supervisor	\$23.18	\$24.33
Performer's Costumer	\$20.65	\$21.68
Set Costumer	\$20.65	\$21.68
Prep Costumer	\$20.65	\$21.68
Cutter	\$20.65	\$21.68
Costume Breakdown/FX	\$20.65	\$21.68
Dresser	\$17.36	\$18.22
Seamster/Seamstress	\$19.47	\$20.44

B.C. Local 891 Rates: From the Date Effective Through March 28, 1998.

Department & Classification	Television Rate	High Budget Feature Film Rate
EDITORS		
Supervising Editor	\$27.96	\$29.36
Supervising Sound Editor	\$27.96	\$29.36
Editor	\$26.21	\$27.52
Sound Effects Editor	\$23.74	\$24.93
Music Editor	\$23.74	\$24.93
First Assistant Editor	\$21.22	\$22.28
Assistant Dialogue Editor	\$21.22	\$22.28
Asstant Sound Effects Editor	\$21.22	\$22.28
Second Assistant Editor	\$19.47	\$20.44
Negative Cutter/Conformer	\$23.18	\$24.33
FIRST AID/CRAFT SERVICE		
First Aid/Craft Service	\$23.74	\$24.93
First Aid	\$19.47	\$20.44
Craft Service	\$18.03	\$18.93
GRIPS		
Key Grip	\$23.74	\$24.93
Second Grip	\$21.22	\$22.28
Leadman/Setup	\$21.22	\$22.28
Dolly Operator	\$21.22	\$22.28
Rigging Grip	\$20.65	\$21.68
Grip	\$19.47	\$20.44
GREENS		
Head Greensperson	\$23.74	\$24.93
Best Person/Lead Person	\$21.22	\$22.28
Greensperson	\$19.47	\$20.44
Greens Helper	\$17.36	\$18.22
HAIR		
Hairstylist	\$23.74	\$24.93
Assistant Hairstylist	\$21.22	\$22.28
Second Assistant Hairstylist	\$19.47	\$20.44
LIGHTING/ELECTRICS		
Chief Lighting Tech/Gaffer	\$23.74	\$24.93
Assistant Chief Light/Best Boy	\$21.22	\$22.28
Rigging Gaffer	\$21.22	\$22.28
Generator Operator	\$21.22	\$22.28
Lighting Tech/Lamp Oper.	\$19.47	\$20.44
Set Wireman	\$20.65	\$21.68

B.C. Local 891 Rates: From the Date Effective Through March 28, 1998.

Department & Classification	Television Rate	High Budget Feature Film Rate
MAKE-UP		
Special Makeup Effects	Negotiable	Negotiable
Key Makeup Artist	\$23.74	\$24.93
First Assistant Makeup Artist	\$21.22	\$22.28
Second Assistant Makeup	\$19.47	\$20.44
Third Assistant Makeup	\$13.18	\$13.84
PAINTING		
Paint Coordinator	\$26.42	\$27.74
Lead Painter	\$24.21	\$25.42
Scenic Artist	\$24.21	\$25.42
Sign Painter/ Fabricator	\$24.21	\$25.42
Scenic Painter	\$22.66	\$23.79
Wallpaper Hanger	\$22.66	\$23.79
Plasterer	\$22.66	\$23.79
Set Painter	\$21.53	\$22.60
Paint Labourer	\$16.53	\$17.36
PRODUCTION OFFICE		
Production Office Coordinator	\$23.74	\$24.93
Assistant Production Office Coordinator	\$21.22	\$22.28
Second Assistant Production Office Coordinat	\$11.85	\$12.44
PROPS		
Property Master	\$23.74	\$24.93
Asst. Property Master	\$23.18	\$24.33
Props Buyer	\$21.12	\$22.17
Props	\$19.47	\$20.44
PUBLICITY		
Senior Unit Publicist	\$24.21	\$25.42
Junior Unit Publicist	\$16.53	\$17.36
Trainee Publicist	\$11.85	\$12.44
SCRIPT SUPERVISORS		
Script Supervisor	\$23.74	\$24.93
Asst. to Script Supervisor	\$13.39	\$14.06
SECURITY		
Security	\$15.55	\$16.33

B.C. Local 891 Rates: From the Date Effective Through March 28, 1998.

Department & Classification	Television Rate	High Budget Feature Film Rate
SET DECORATING		
Set Decorator	\$23.74	\$24.93
Assistant. Set Decorator	\$21.22	\$22.28
Set Buyer	\$20.65	\$21.68
On-set Dresser	\$20.03	\$21.04
Lead Dresser	\$20.03	\$21.04
Set Dresser	\$19.47	\$20.44
Draperer/Upholsterer	\$19.47	\$20.44
Assistant Set Dresser	\$16.12	\$16.93
SOUND		
Mixer [Production & Dubbing]	\$30.90	\$32.45
Boom Operator	\$25.96	\$27.25
Sound Assistant	\$19.47	\$20.44
Public Address Operator	\$19.47	\$20.44
Playback Operator	\$19.47	\$20.44
Sound Maintenance	\$19.47	\$20.44
SPECIAL EFFECTS		
Special Effects Coordinator	\$26.23	\$27.55
First Assistant Special Effects	\$23.74	\$24.93
Special Effects Assistant	\$20.65	\$21.68
Special Effects Labourer	\$16.53	\$17.36
VIDEO		
Video Sound Mixer	\$23.74	\$24.93
Video Lighting Director	\$23.74	\$24.93
Video Script Spervisor	\$23.74	\$24.93
Colourist	\$23.74	\$24.93

B.C. Local 891 Rates: From March 29, 1998 through April 3, 1999.

Department & Classification	Television Rare	High Budget Feature Film Rate
ACCOUNTING		
Assistant Accountant	\$24.45	\$25.68
Accounting Clerk	\$16.60	\$17.44
Accounting Trainee	\$10.61	\$11.14
ART		
Production Designer	Negotiable	Negotiable
Art Director	\$30.18	\$31.69
Assistant Art Director	\$26.20	\$27.51
Draftsperson	\$21.27	\$22.33
Graphics/Illustrator	\$23.34	\$24.50
Art Department Assistant	\$10.61	\$11.14
CONSTRUCTION		
Construction Coordinator	\$27.55	\$28.93
Construction Foreman	\$26.42	\$27.74
Lead Carpenter	\$24.94	\$26.18
Scenic Carpenter	\$23.34	\$24.50
Scenic Helper	\$21.75	\$22.84
Lead Metal Fabricator	\$24.94	\$26.18
Scenic Metal Fabricator	\$23.34	\$24.50
Metal Fabricator Helper	\$18.57	\$19.50
Construction Buyer	\$23.34	\$24.50
Maintenance Person	\$21.75	\$22.84
Sculptor	\$24.94	\$26.18
Model Maker	\$24.94	\$26.18
Lead Laborer	\$18.57	\$19.50
Labourer [Construction]	\$17.03	\$17.88
COSTUME		
Costume Designer	Negotiable	Negotiable
Assistant Costume Designer/Coordinator	\$23.88	\$25.06
Set Supervisor	\$23.88	\$25.06
Performer's Costumer	\$21.27	\$22.33
Set Costumer	\$21.27	\$22.33
Prep Costumer	\$21.27	\$22.33
Cutter	\$21.27	\$22.33
Costume Breakdown/FX	\$21.27	\$22.33
Dresser	\$17.88	\$18.77
Seamster/Seamstress	\$20.05	\$21.05

B.C. Local 891 Rates: From March 29, 1998 through April 3, 1999.

Department & Classification	Television Rate	High Budget Feature Film Rate
EDITORS		
Supervising Editor	\$28.80	\$30.24
Supervising Sound Editor	\$28.80	\$30.24
Editor	\$27.00	\$28.35
Sound Effects Editor	\$24.45	\$25.68
Music Editor	\$24.45	\$25.68
First Assistant Editor	\$21.86	\$22.95
Assistant Dialogue Editor	\$21.86	\$22.95
Asstant Sound Effects Editor	\$21.86	\$22.95
Second Assistant Editor	\$20.05	\$21.05
Negative Cutter/Conformer	\$23.88	\$25.06
FIRST AID/CRAFT SERVICE		
First Aid/Craft Service	\$24.45	\$25.68
First Aid	\$20.05	\$21.05
Craft Service	\$18.57	\$19.50
GRIPS		
Key Grip	\$24.45	\$25.68
Second Grip	\$21.86	\$22.95
Leadman/Setup	\$21.86	\$22.95
Dolly Operator	\$21.86	\$22.95
Rigging Grip	\$21.27	\$22.33
Grip	\$20.05	\$21.05
GREENS		
Head Greensperson	\$24.45	\$25.68
Best Person/Lead Person	\$21.86	\$22.95
Greensperson	\$20.05	\$21.05
Greens Helper	\$17.88	\$18.77
HAIR		
Hairstylist	\$24.45	\$25.68
Assistant Hairstylist	\$21.86	\$22.95
Second Assistant Hairstylist	\$20.05	\$21.05
LIGHTING/ELECTRICS		
Chief Lighting Tech/Gaffer	\$24.45	\$25.68
Assistant Chief Light/Best Boy	\$21.86	\$22.95
Rigging Gaffer	\$21.86	\$22.95
Generator Operator	\$21.86	\$22.95
Lighting Tech/Lamp Oper.	\$20.05	\$21.05
Set Wireman	\$21.27	\$22.33

B.C. Local 891 Rates: From March 29, 1998 through April 3, 1999.

Department & Classification	Television Rate	High Budget Feature Film Rate
MAKE-UP		
Special Makeup Effects	Negotiable	Negotiable
Key Makeup Artist	\$24.45	\$25.68
First Assistant Makeup Artist	\$21.86	\$22.95
Second Assistant Makeup	\$20.05	\$21.05
Third Assistant Makeup	\$13.58	\$14.26
PAINTING		
Paint Coordinator	\$27.21	\$28.57
Lead Painter	\$24.94	\$26.18
Scenic Artist	\$24.94	\$26.18
Sign Painter/ Fabricator	\$24.94	\$26.18
Scenic Painter	\$23.34	\$24.50
Wallpaper Hanger	\$23.34	\$24.50
Plasterer	\$23.34	\$24.50
Set Painter	\$22.18	\$23.28
Paint Labourer	\$17.03	\$17.88
PRODUCTION OFFICE		
Production Office Coordinator	\$24.45	\$25.68
Assistant Production Office Coordinator	\$21.86	\$22.95
Second Assistant Production Office Coordinator	\$12.21	\$12.81
PROPS		
Property Master	\$24.45	\$25.68
Asst. Property Master	\$23.88	\$25.06
Props Buyer	\$21.75	\$22.84
Props	\$20.05	\$21.05
PUBLICITY		
Senior Unit Publicist	\$24.94	\$26.18
Junior Unit Publicist	\$17.03	\$17.88
Trainee Publicist	\$12.21	\$12.81
SCRIPT SUPERVISORS		
Script Supervisor	\$24.45	\$25.68
Asst. to Script Supervisor	\$13.79	\$14.48
SECURITY		
Security	\$16.02	\$16.82

B.C. Local 891 Rates: From March 29, 1998 through April 3, 1999.

Department & Classification	Television Rate	High Budget Feature Film Rate
SET DECORATING		
Set Decorator	\$24.45	\$25.68
.Assistant. Set Decorator	\$21.86	\$22.95
Set Buyer	\$21.27	\$22.33
On-set Dresser	\$20.63	\$21.67
Lead Dresser	\$20.63	\$21.67
Set Dresser	\$20.05	\$21.05
Draperer/Upholsterer	\$20.05	\$21.05
.Assistant Set Dresser	\$16.60	\$17.44
SOUND		
Mixer [Production & Dubbing]	\$31.83	\$33.42
Boom Operator	\$26.74	\$28.07
Sound Assistant	\$20.05	\$21.05
Public Address Operator	\$20.05	\$21.05
Playback Operator	\$20.05	\$21.05
Sound Maintenance	\$20.05	\$21.05
SPECIAL EFFECTS		
Special Effects Coordinator	\$27.02	\$28.38
First Assistant Special Effects	\$24.45	\$25.68
Special Effects Assistant	\$21.27	\$22.33
Special Effects Labourer	\$17.03	\$17.88
VIDEO		
Video Sound Mixer	\$24.45	\$25.68
Video Lighting Director	\$24.45	\$25.68
Video Script Spervisor	\$24.45	\$25.68
Colourist	\$24.45	\$25.68

B.C. Local 891 Rates: From April 4, 1999 through Conclusion.

Department & Classification	Television Rate	High Budget Feature Film Rate
ACCOUNTING		
Assistant Accountant	\$25.18	\$26.45
Accounting Clerk	\$17.10	\$17.96
Accounting Trainee	\$10.93	\$11.47
ART		
Production Designer	Negotiable	Negotiable
Art Director	\$31.09	\$32.64
Asstant An Director	\$26.99	\$28.34
Draftsperson	\$21.91	\$23.00
Graphics/Illustrator	\$24.04	\$25.24
Art Department Assitirant	\$10.93	\$11.47
CONSTRUCTION		
Construction Coordinator	\$28.38	\$29.80
Construction Foreman	\$27.21	\$28.57
Lead Carpenter	\$25.69	\$26.97
Scenic Carpenter	\$24.04	\$25.24
Scenic Helper	\$22.40	\$23.53
Lead Metal Fabricator	\$25.69	\$26.97
Scenic Metal Fabricator	\$24.04	\$25.24
Metal Fabricator Helper	\$19.13	\$20.09
Construction Buyer	\$24.04	\$25.24
Maintenance Person	\$22.40	\$23.53
Sculptor	\$25.69	\$26.97
Model Maker	\$25.69	\$26.97
Lead Laborer	\$19.13	\$20.09
Labourer [Construction]	\$17.54	\$18.42
COSTUME		
Costume Designer	Negotiable	Negotiable
Assistant Costume Designer/Coordinator	\$24.60	\$25.81
Set Supervisor	\$24.60	\$25.81
Performer's Costumer	\$21.91	\$23.00
Set Costumer	\$21.91	\$23.00
Prep Costumer	\$21.91	\$23.00
Cutter	\$21.91	\$23.00
Costume Breakdown/FX	\$21.91	\$23.00
Dresser	\$18.42	\$19.33
Seamster/Seamstress	\$20.65	\$21.68

B.C. Local 891 Rates: From April 4, 1999 through Conclusion.

Department & Classification	Television Rate	High Budget Feature Film Rate
EDITORS		
Supervising Editor	\$29.66	\$31.15
Supervising Sound Editor	\$29.66	\$31.15
Editor	\$27.81	\$29.20
Sound Effects Editor	\$25.18	\$26.45
Music Editor	\$25.18	\$26.45
First Assistant Editor	\$22.52	\$23.64
Assistant Dialogue Editor	\$22.52	\$23.64
Assistant Sound Effects Editor	\$22.52	\$23.64
Second Assistant Editor	\$20.65	\$21.68
Negative Cutter/Conformer	\$24.60	\$25.81
FIRST AID/CRAFT SERVICE		
First Aid/Craft Service	\$25.18	\$26.45
First Aid	\$20.65	\$21.68
Craft Service	\$19.13 BR	\$20.09
GRIPS		
Key Grip	\$25.18	\$26.45
Second Grip	\$22.52	\$23.64
Leadman/Setup	\$22.52	\$23.64
Dolly Operator	\$22.52	\$23.64
Rigging Grip	\$21.91	\$23.00
Grip	\$20.65	\$21.68
GREENS		
Head Greensperson	\$25.18	\$26.45
Best Person/Lead Person	\$22.52	\$23.64
Greensperson	\$20.65	\$21.68
Greens Helper	\$18.42	\$19.33
HAIR		
Hairstylist	\$25.18	\$26.45
Assistant Hairstylist	\$22.52	\$23.64
Second Assistant Hairstylist	\$20.65	\$21.68
LIGHTING/ELECTRICS		
Chief Lighting Tech/Gaffer	\$25.18	\$26.45
Assistant Chief Light/Best Boy	\$22.52	\$23.64
Rigging Gaffer	\$22.52	\$23.64
Generator Operator	\$22.52	\$23.64
Lighting Tech/Lamp Oper.	\$20.65	\$21.68
Set Wireman	\$21.91	\$23.00

B.C. Local 891 Rates: From April 4, 1999 through Conclusion.

Department & Classification	Television Rare	High Budget Feature Film Rate
MAKE-UP		
Special Makeup Effects	Negotiable	Negotiable
Key Makeup Artist	\$25.18	\$26.45
First Assistant Makeup Artist	\$22.52	\$23.64
Second Assistant Makeup	\$20.65	\$21.68
Third Assistant Makeup	\$13.99	\$14.69
PAINTING		
Paint Coordinator	\$28.03	\$29.43
Lead Painter	\$25.69	\$26.97
Scenic Artist	\$25.69	\$26.97
Sign Painter/ Fabricator	\$25.69	\$26.97
Scenic Painter	\$24.04	\$25.24
Wallpaper Hanger	\$24.04	\$25.24
Plasterer	\$24.04	\$25.24
Set Painter	\$22.85	\$23.98
Paint Labourer	\$17.54	\$18.42
PRODUCTION OFFICE		
Production Office Coordinator	\$25.18	\$26.45
Assistant Production Office Coordinator	\$22.52	\$23.64
Second Assistant Production Office Coordinato	\$12.58	\$13.19
PROPS		
Property Master	\$25.18	\$26.45
Asst. Property Master	\$24.60	\$25.81
Props Buyer	\$22.40	\$23.53
Props	\$20.65	\$21.68
PUBLICITY		
Senior Unit Publicist	\$25.69	\$26.97
Junior Unit Publicist	\$17.54	\$18.42
Trainee Publicist	\$12.58	\$13.19
SCRIPT SUPERVISORS		
Script Supervisor	\$25.18	\$26.45
Asst. to Script Supervisor	\$14.20	\$14.91
SECURITY		
Security	\$16.50	\$17.32

B.C. Local 891 Rates: From April 4, 1999 through Conclusion.

Department & Classification	Television Rare	High Budget Feature Film Rate
SET DECORATING		
Set Decorator	\$25.18	\$26.45
Assistant. Set Decorator	\$22.52	\$23.64
Set Buyer	\$21.91	\$23.00
On-set Dresser	\$21.25	\$22.32
Lead Dresser	\$21.25	\$22.32
Set Dresser	\$20.65	\$21.68
Draperer/Upholsterer	\$20.65	\$21.68
Assistant Set Dresser	\$17.10	\$17.96
SOUND		
Mixer [Production & Dubbing]	\$32.78	\$34.42
Boom Operator	\$27.54	\$28.91
Sound Assistant	\$20.65	\$21.68
Public Address Operator	\$20.65	\$21.68
Playback Operator	\$20.65	\$21.68
Sound Maintenance	\$20.65	\$21.68
SPECIAL EFFECTS		
Special Effects Coordinator	\$27.83	\$29.23
First Assistant Special Effects	\$25.18	\$26.45
Special Effects Assistant	\$21.91	\$23.00
Special Effects Labourer	\$17.54	\$18.42
VIDEO		
Video Sound Mixer	\$25.18	\$26.45
Video Lighting Director	\$25.18	\$26.45
Video Script Spervisor	\$25.18	\$26.45
Colourist	\$25.18	\$26.45

APPENDIX "B" - TEAMSTERS LOCAL NO. 155

ARTICLE B1 SCOPE OF AGREEMENT AND RECOGNITION

- B1.01** The Employer recognizes Teamsters Local Union No. 155 as the sole and exclusive Bargaining Agent for all Employees hired within the Territorial Jurisdiction of British Columbia and the Yukon Territory in the job classifications and wage rates listed below and employed by the Employer in the Province of British Columbia and whose services are rendered in connection with the production of motion pictures under the supervision of the Employer's executives managing its productions in British Columbia and who are on the payroll of the Employer all of whom will herein be collectively referred to as "Teamsters." This Agreement shall not be applicable to Independent Contractors of Dogs or Dog Acts, Dog Owners, or Dog Trainers and/or Dog Handlers or to Independent Contractors of Wild Animals or Wild Animal Acts, Wild Animal Owners or Wild Animal Trainers and/or Wild Animal Handlers employed as part of an "act" or "package deal," but such Dog or Wild Animal Trainers or Handlers shall not be paid less than the minimum wage scale rates provided herein for Dog or Wild Animal Trainers or Handlers, respectively, as the case may be. For purposes of this Agreement, the terms Dog Handler or Dog Trainer or Wild Animal Handler or Wild Animal Trainer, as used herein, shall be deemed to refer only to Dog or Wild Animal Handlers and/or Trainers who are subject to this Agreement.
- B1.02** The Employer agrees that all vehicles, including animal drawn vehicles, and all transportation equipment, used in pre-production, production and post-production for any purpose whatsoever must be driven or operated by a Teamster who is subject to this Agreement, save and except: Producers and Associate Producers, Production Managers, Location Managers and Assistants, Art Directors and Assistants, Property Masters and Assistants and Buyers, Craft Service/First Aid, Head Painter and Assistants, Construction Coordinator and Assistants, Special Effects Coordinator, Assistants and Buyers, Greens and Assistants, Set Decorators and Assistants and Buyers, Costume Designers and Assistant and Buyers, Accountants and Assistants, Estimators, Editors and Assistant Editors, Production Assistants, Assistant Directors, and Sound Mixer driving his/her own vehicle that is equipped with sound equipment. However, these categories shall not infringe or do work that is historically performed within the Local No. 155's jurisdiction and within the scope of the Transportation Department. Any violations shall be subject to the Grievance Procedure in Article Eleven of the Master Agreement.
- B1.03** When production of a motion picture commences in British Columbia and subsequently continues production outside of the Province, and Teamsters are employed and taken outside of the Province for said production, all terms of this Agreement shall apply to those Teamsters to the extent permitted by law.

B1.04 Transportation Coordinator. The Employer shall employ a Transportation coordinator to make arrangements with respect to the purchasing, leasing or renting of vehicles which may be required by the Employer. All such arrangements shall be subject to the Employer's approval. The Transportation Coordinator shall be responsible for the supervision of Teamsters employed by the Employer or its agent. (Discipline or dismissal is solely vested with the Employer.)

B1.05 Driver Captain. The Employer shall employ a Driver Captain, who is subject to this Agreement, to make all arrangements and perform all duties assigned by the Transportation Coordinator. The Driver Captain shall be responsible for the direction of Teamster Employees of the Employer as guided by the Transportation Coordinator.

B1.06 Specialized Equipment. When the Employer requires specialized equipment that is not available in the jurisdiction and such equipment must be brought in from another jurisdiction and a condition of rental is that the lessor must supply the driver, the Union agrees that such driver may be used provided he/she is a member in good standing of a Teamsters' Local Union. In that event, he/she may be employed subject to the wages and conditions of his/her own Local Union.

Notwithstanding the above, in the unlikely event that the Employer may require specialized equipment from outside the jurisdiction and a condition of rental is the lessor supply the driver and that driver is not member of a Teamsters Local Union, that driver shall be employed at rates, terms **and** conditions no less than those contained herein.

B1.07 Security: When the Employer requires watch persons (other than licensed Guards) with respect to vehicles, mobile equipment, animals and supplies associated with the same, such work shall be performed by the Employees of the Employer who are bondable members of the Union. Alternatively, the Employer shall obtain the services of a Security Firm having a collective agreement with Local Union No. 155 or equivalent.

B1.08 When the Employer requires the services of a Food Catering Firm with mobile equipment, such work shall be performed by Employees of the Employer who are members of the Union. Alternatively, the Employer shall obtain the services of a Food Catering Firm having a collective agreement with Local Union No. 155 or equivalent.

B1.09 No Employee, except the Transportation Coordinator, shall be required or permitted to make written or verbal agreements with the Employer or its representative which conflicts with this Collective Agreement. Such an Agreement shall not be effective without prior approval of the Union.

B1.10 Dispatch:

- (a) The Employer agrees that the Union shall dispatch members of the Union, subject to the Dispatch and Seniority rules of the Union, set forth below, taking into consideration qualifications and ability to perform the work available, as determined by the Employer and the Department Head. The order of lay-off for Employees dispatched in accordance with subparagraph (c)(i)(B) and (c)(i)(C) below, shall be in reverse order of dispatch, subject to qualifications and ability to perform the work available, as determined by the Employer and the Department Head.

- (b) Notwithstanding any other provision of this blaster Agreement, no person shall be considered to be an Employee with the rights under this Agreement by the sole reason of being eligible to be dispatched from the Union to the Employer. A person will be considered employed by the Employer when he or she is actually dispatched by the Union and the Employer accepts the dispatch assignment. The Employer shall not refuse to accept a dispatched member or delay acceptance of such dispatched member except for just and reasonable cause. Just and reasonable cause for purpose of this provision shall include, but is not limited to:
 - (i) Previous discharge **from** the employ of the Employer:
 - (ii) Previous discharge or suspension greater **than two (2)** weeks by another movie industry Employer that has occurred within the previous four (4) months.
 - (iii) Being subject to discipline for reasons of safety, insubordination or job performance deficiency by the Employer or another movie industry employer at the time the dispatch request is made notwithstanding that an arbitrator may later set aside or modify such discipline.

- (c) (i) Employees shall be dispatched by the Union on the following basis:
 - (A) The Employer shall select the Transportation Coordinator and Captain(s) from among the Union's membership regardless of seniority or length of membership ("name request");
 - (B) Additional drivers shall be dispatched "One-for-One." The Employer has the discretion to select such additional drivers first by either name request or by seniority from the qualified and available drivers on the Drivers' Dispatch List maintained by the Union ("by seniority");

- (C) If the first additional driver is chosen by name request, the next shall be dispatched by seniority, and alternation by seniority and by name request shall continue thereafter.
- (ii) The Transportation Coordinator chosen by the Employer may be a member already working in any classification of a production of the Employer.
- (iii) A job classification must accompany any order for driver.
- (iv) Special Equipment Drivers hired on a daily basis by an Employer may be chosen by name request.
- (v) Caterers, Animal Wranglers and Trainers, and Boat Coordinators may be chosen by name request by the Employer."

ARTICLE B2 SHOP STEWARD

B2.01 The Union shall elect or appoint a Shop Steward to ensure that the provisions of this Agreement are adhered to. The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Employer shall recognize the Shop Steward as the representative of the Employees, and hereby recognizes that the power to elect a Shop Steward on a production or the elimination of the Shop Steward position is solely vested with the Union. The Union shall notify the Employer by telephone and in writing the name of the Shop Steward and all respect due the position shall be accorded to the Steward.

ARTICLE B3 TURNAROUND

B3.01 Turnaround:

- (a) Daily Turnaround.
 - (i) There shall be an eight (8) hour rest period between the end of one shift and the next call. If such rest period is encroached, the Employee shall be paid a premium for the encroached time at the same rate such Employee was receiving at the end of the Employee's preceeding shift, but in no event less than one and one-half times (1.5X) the Employee's straight-time-hourly rate.
 - (ii) After sixteen (16) hours of work, which does not include the first meal period, when the daily turnaround is encroached by two (2) two or more hours for two (2) consecutive days, the Employee(s) will receive an

additional hour of daily turnaround for the next call. This shall not apply to weekend turnaround.

- (iii) Daily turnaround encroachment shall be calculated pursuant to subparagraph (e) below.
- (b) Six-Day Turnaround. There shall be a thirty-two (32) hour rest period, which includes the eight (8) hour rest period in subparagraph (a)(i) above, for each Employee who works a six-day-work week. If such rest period is encroached, such Employee shall be paid a premium at a rate equal to two times (2X) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3X) such Employee's hourly base rate. Such premium shall be paid for the time beginning at the start of the next call through the end of such encroached thirty-two (32) hour rest period **and** calculated pursuant to subparagraph (e) below.
- (c) Five-Day Turnaround. There shall be a forty-eight (**48**) hour rest period, which includes the eight (8) hour rest period in subparagraph (a)(i) above, for each Employee who works a five-day-work week. If such rest period is encroached, such Employee shall be paid a premium at a rate equal to two times (2X) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3X) such Employee's hourly base rate. Such premium shall be paid for the time beginning at the **start** of the next call through the end of such encroached forty-eight (**48**) hour rest period and calculated pursuant to subparagraph (e) below.
- (d) Statutory Holiday Turnaround. There shall be a twenty-four (**24**) hour rest period, in addition to the rest periods described in subparagraphs (a)(i), (b) and (c) above, for each Employee during a Statutory Holiday. If such rest period is encroached, such Employee shall be paid a premium at a rate equal to two times (2X) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3X) such Employee's hourly base rate. Such premium shall be paid for the time beginning at the start of the next call through the end of such encroached thirty-two (32) hour rest period, fifty-six (36) hour rest period or seventy-two (72) hour rest period, which ever applies, and calculated pursuant to subparagraph (e) below.
- (e) When turnaround is encroached by one-half (.5) hour or less, there shall be a payment of one-half (.5) hour of encroachment penalty. If the rest period is encroached by more than one-half (.5) hour, the encroachment penalty shall be computed in one-tenth (.1) of an hour increments for the encroached period.

ARTICLE B4 EXCEPTIONS TO MINIMUM CALLS

B4.01 An Employee may be called to work for not less than four (4) hours pay at the Employee's contracted hourly rate, or in the case of flat-rate Employees, for not less than one-half (1/2) the flat-rate Employee's prorated salary for one-half day, for cast and office drivers on the drivers sixth and seventh days only.

ARTICLE B5 MISCELLANEOUS

B5.01 Performing Duties in a Higher Classification.

- (a) Any Employee may be required to perform work in any job classification listed in the wage scale.
- (b) If at the direction of the Employer, an Employee works for two (2) hours or more in a classification higher than the classification under which the Employee is called for work, the higher rate shall prevail for the entire workday. The Employee reverts to his regular classification on the following day unless notified to the contrary.
- (c) Work time in either a higher or a lower classification shall be credited to fulfill the minimum call of the current classification.

B5.02 Employee vehicles can be used on Employer business only if authorized by the Employer. An Employee shall arrange for adequate insurance coverage before using his motor vehicle on Employer business. It shall not be a violation of this Master Agreement for an Employee to refuse to use his/her motor vehicle on Employer Business. When an Employee uses his/her vehicle in authorized Employee business, an allowance of thirty cents (.35) per kilometer shall be paid.

B5.03 **Second Meal Penalty:** Except as provided in Section 6.07 of the Master Agreement, each Employee whose work schedule extends through the second meal (not counting breakfast) shall receive a meal provided by the Employer or, in lieu thereof, shall be paid fifteen dollars (\$15) as a meal allowance in which case the employee shall be responsible for scheduling his or her meal break, subject to the approval of an authorized designated representative of the Employer. Such second meal break should be taken between the fourth (4th) and sixth (6th) hour following the end of the first meal when practicable. If the Employee notifies such designated representative of the Employer at least one hour prior to commencement of the sixth (6th) hour following the end of the first meal period that the Employee is not able to take the meal break for *bona fide* production or location reasons and the Employee is unable to schedule a meal break for such Employee, the Employee shall receive an additional (\$10) as the meal penalty.

ARTICLE B6 USE OF ANIMALS

B6.01 The Employer shall protect animals and prevent their abuse during production, assuring responsible, decent, and humane treatment of animals.

- (a) If the Employer requires any Employee to work with or near animals which are being used in the motion picture, then the animals shall be reasonably secured or cordoned off when they are not being used or when the animals are being used they shall be under the direct and constant supervision of a qualified trainer/wrangler.
- (b) The Employer shall *not* require any Employee to do anything, or omit to do anything, which constitutes cruelty to animals.
- (c) The Employer will not intentionally torment or **kill** an animal in the production of a motion picture except that the **photography** of animals under the provisions of a legal hunting season will be excluded.

B.C. Local 155 Rates: From the Date Effective Through March 28, 1998.

Classification	<i>Episodic Television Rate</i>	<i>Pilot and Long Form Television Rare</i>	<i>High Budget Feature Film Rate</i>
Transportation Co-ordinator	\$22.87	\$22.15	\$23.53
Driver Captain	\$21.37	\$20.65	\$21.99
B-Train Equipment Driver	\$21.16	\$20.44	\$21.77
Co-Captain	\$20.89	\$20.17	\$21.49
Tractor Trailer (Prod. Van)	\$20.89	\$20.17	\$21.49
Special Equipment Driver*	\$20.89	\$20.17	\$21.49
Camera Car Driver**	\$20.89	\$20.17	\$21.49
Catering Vehicle Operator - Cook	\$20.89	\$20.17	\$21.49
Asst. Catering Vehicle Operator - Cook	\$19.69	\$18.97	\$20.24
Bus Driver (Class #1 and #2)	\$20.47	\$19.75	\$21.06
Set Decorator Driver	\$20.47	\$19.75	\$21.06
Construction Driver	\$20.47	\$19.75	\$21.06
Mini Bus Driver (Class #4)	\$20.20	\$19.48	\$20.78
Truck Driver - Over 1 Ton	\$20.20	\$19.48	\$20.78
Fork Lift Driver	\$20.20	\$19.48	\$20.78
Car Chauffeur and/or Econoline Truck Driver	\$20.04	\$19.32	\$20.62
Stunt and/or Blind Driver***	negotiable	negotiable	negotiable
Auto Service (other than Auto.Mech.)	\$19.66	\$18.94	\$20.23
Automotive Mechanic	\$20.89	\$20.17	\$21.49
Automotive Wrangler	\$21.27	\$20.55	\$21.89
Dispatcher	\$20.25	\$19.53	\$20.84
Head Wrangler	\$20.62	\$19.90	\$21.22
Wrangler	\$20.04	\$19.32	\$20.62
Wrangler (Pick Up)	\$26.38	\$25.66	\$27.15
Wrangler (Braider]	\$22.18	\$21.45	\$22.82
Trainers (Domestic Livestock)	negotiable	negotiable	negotiable
Trainers (Stable)	\$24.73	\$24.01	\$25.45
Wild Animal Trainers	\$24.73	\$24.01	\$25.45
Wild Animal Handlers	\$22.33	\$21.61	\$22.98
Dog Trainer****	\$22.33	\$21.61	\$22.98
Dog Handler"****	\$20.04	\$19.32	\$20.62
Swamper	\$17.11	\$16.39	\$17.60
Boat Co-ordinator*****	\$20.89	\$20.17	\$21.49
Boat Operator*****	\$20.47	\$19.75	\$21.06
Watchman/Security Personnel	\$15.55	\$15.55	\$16.34

B.C. Local 155 Rates: From March 29, 1998 through April 3, 1999.

Classification	Episodic Television Rate	Pilot and Long Form Television Rate	High Budget Feature Film Rate
Transportation Co-ordinator	\$23.56	\$22.81	\$24.24
Driver Captain	\$22.01	\$21.27	\$22.65
B-Train Equipment Driver	\$21.79	\$21.05	\$22.42
Co-Captain	\$21.52	\$20.78	\$22.13
Tractor Trailer (Prod. Van)	\$21.52	\$20.78	\$22.13
Special Equipment Driver*	\$21.52	\$20.78	\$22.13
Camera Car Driver**	\$21.52	\$20.78	\$22.13
Catering Vehicle Operator - Cook	\$21.52	\$20.78	\$22.13
Asst. Catering Vehicle Operator - Cook	\$20.28	\$19.54	\$20.85
Bus Driver (Class#1 and #2)	\$21.08	\$20.34	\$21.69
Set Decorator Driver	\$21.08	\$20.34	\$21.69
Construction Driver	\$21.08	\$20.34	\$21.69
Mini Bus Driver (Class#4)	\$20.81	\$20.06	\$21.40
Truck Driver - Over 1 Ton	\$20.81	\$20.06	\$21.40
Fork Lift Driver	\$20.81	\$20.06	\$21.40
Car Chauffeur and/or Econoline Truck Driver	\$20.64	\$19.90	\$21.24
Stunt and/or Blind Driver***	negotiable	negotiable	negotiable
Auto Service (other than Auto.Mech.)	\$20.25	\$19.51	\$20.84
Automotive Mechanic	\$21.52	\$20.78	\$22.13
Automotive Wrangler	\$21.91	\$21.17	\$22.55
Dispatcher	\$20.86	\$20.12	\$21.47
Head Wrangler	\$21.24	\$20.50	\$21.86
Wrangler	\$20.64	\$19.90	\$21.24
Wrangler (Pick Up)	\$27.17	\$26.43	\$27.96
Wrangler (Braider)	\$22.85	\$22.09	\$23.50
Trainers (Domestic Livestock)	negotiable	negotiable	negotiable
Trainers (Stable)	\$25.47	\$24.73	\$26.21
Wild Animal Trainers	\$25.47	\$24.73	\$26.21
Wild Animal Handlers	\$23.00	\$22.26	\$23.67
Dog Trainer****	\$23.00	\$22.26	\$23.67
Dog Handler****	\$20.64	\$19.90	\$21.24
Swamper	\$17.62	\$16.88	\$18.13
Boat Co-ordinator*****	\$21.52	\$20.78	\$22.13
Boat Operator*****	\$21.08	\$20.34	\$21.69
Watchman/Security Personnel	\$16.02	\$16.02	\$16.83

B.C. Local 155 Rates: From April 4, 1999 through Conclusion.

Classification	<i>Episodic Television Rate</i>	<i>Pilot and Long Form Television Rate</i>	<i>High Budget Feature Film Rate</i>
Transportation Co-ordinator	\$24.27	\$23.49	\$24.97
Driver Captain	\$22.67	\$21.91	\$23.33
B-Train Equipment Driver	\$22.44	\$21.68	\$23.09
Co-Captain	\$22.17	\$21.40	\$22.79
Tractor Trailer (Prod. Van)	\$22.17	\$21.40	\$22.79
Special Equipment Driver"	\$22.17	\$21.40	\$22.79
Camera Car Driver**	\$22.17	\$21.40	\$22.79
Catering Vehicle Operator - Cook	\$22.17	\$21.40	\$22.79
Asst. Catering Vehicle Operator - Cook	\$20.89	\$20.13	\$21.48
Bus Driver (Class #1 and #2)	\$21.71	\$20.95	\$22.34
Set Decorator Driver	\$21.71	\$20.95	\$22.34
Construction Driver	\$21.71	\$20.95	\$22.34
Mini Bus Driver (Class #4)	\$21.43	\$20.66	\$22.04
Truck Driver - Over 1 Ton	\$21.43	\$20.66	\$22.04
Fork Lift Driver	\$21.43	\$20.66	\$22.04
Car Chauffeur and/or Econoline Truck Driver	\$21.26	\$20.50	\$21.88
Stunt and/or Blind Driver***	negotiable	negotiable	negotiable
Auto Service (other than Auto.Mech.)	\$20.86	\$20.10	\$21.47
Automotive Mechanic	\$22.17	\$21.40	\$22.79
Automotive Wrangler	\$22.57	\$21.81	\$23.23
Dispatcher	\$21.49	\$20.72	\$22.11
Head Wrangler	\$21.88	\$21.12	\$22.52
Wrangler	\$21.26	\$20.50	\$21.88
Wrangler (Pick Up)	\$27.99	\$27.22	\$28.80
Wrangler (Braider)	\$23.54	\$22.75	\$24.21
Trainers (Domestic Livestock)	negotiable	negotiable	negotiable
Trainers (Stable)	\$26.23	\$25.47	\$27.00
Wild Animal Trainers	\$26.23	\$25.47	\$27.00
Wild Animal Handlers	\$23.69	\$22.93	\$24.38
Dog Trainer****	\$23.69	\$22.93	\$24.38
Dog Handler****	\$21.26	\$20.50	\$21.88
Swamper	\$18.15	\$17.39	\$18.67
Boat Co-ordinator** * **	\$22.17	\$21.40	\$22.79
Boat Operator*****	\$21.71	\$20.95	\$22.34
Watchman/Security Personnel	\$16.50	\$16.50	\$17.33

* Special Equipment Drivers shall include drivers of:

- (a) Boom trucks and hi-lifts when boom or lift operates from same motor that operates vehicles.
- (b) Heavy duty tractors with accessory equipment such as shovels, excavators, etc.
- (c) Sweepers, water wagons, etc., truckaways, 4-up team (one man).
- (d) The operation of motor driven winch except when used for purpose of loading or unloading the vehicle from which it operates.
- (e) Steam shovels, heavy industrial cranes, i.e., Lorain, Bay Cities, Bulldozer crawler tractors D6 or larger, LeTourneau or similar equipment over 5 yards, self-propelled motor patrol blade 10' or larger, roustabout, 6-up team (one man) \$1.40 per hour additional.
- (f) Hair-make up/wardrobe combination units, Honeywagons combination units, Starwagons combination units 65' or over.
- (g) Camera Truck Crane, "Blue Goose." When a fork lift is used for the same purpose as a "Blue Goose," the "Blue Goose" rate shall apply.
- (h) Pettebone-Mulliken, Coles, Hendys or similar type small cranes, bulldozer crawler tractors smaller than D6, LeTourneau or similar equipment 5 yards and under, self-propelled motor patrol blade under 10', \$.70 per hour additional.
- (i) Drivers shall be paid the Special Equipment rate when hauling four (4) pounds or more of Class A or B explosives other than such materials as have been classified as either special or common fireworks by Transport Canada or the Remedial Services Specialist. (Dangerous Goods Certificate required.)

The Special Equipment rate shall be paid when either special or common fireworks in quantities of more than 500 pounds are to be hauled or when a licensed powder man is required to handle the material.

A powder man is required under the classification of the **risk**.

** Shall include drivers of any motor vehicles used in running shots in tandem to the camera car. Rate does not apply when camera car is merely moved around the studio, such as when it is taken to a location or moving it to the gasoline pump. On distant location the camera car rate shall be applicable on any day it is operated by its driver but not on days when such driver only operates equipment not classified as special equipment.

*** In the event a stunt or "blind" driver has not completed his individual negotiations at the completion of the day's work and further negotiations are necessary, he may be represented by an authorized representative of the Union to complete such negotiations.

**** Company may require party furnishing smaller wild animals or dogs to deliver to the studio. Compensation time of Wild Animal Trainer or Wild Animal Handler or of Dog Trainer or Dog Handler to begin and end at the studio, however, if such Trainer or Handler is not the owner of the smaller wild animals or the dogs, compensation time shall be paid from and to the compound or kennel. If such Trainer or Handler is not the owner of the smaller wild

animals or the dogs but supplies the car used for transporting them. he shall be paid an allowance of \$.35 per km. for such transportation.

***** Boat Coordinators and Boat Operators will be covered under the jurisdiction and terms and conditions of this Agreement. Selection of Boat Coordinators and Operators from the Union will be at the discretion of the Company. Movement of boats from one port to another port will not be covered by the terms of this Agreement.

APPENDIX "C" - IATSE LOCAL 669

ARTICLE C1 **SCREEN CREDITS**

C1.01 Screen Credits

In accordance with the prevailing practice, all photography of productions, regardless of the size or type of recording medium used, must have the label of I.A.T.S.E. on each production, and individual Employees shall receive screen credit as follows:

- (a) Whenever, and **as** long as the practice prevails of giving screen credit to any individual, screen credit shall be given in a prominent place on the finished product to the Director of Photography of the production and the Director of Photography shall be so designated. After the Director of Photography's name, if applicable, the letters "C.S.C." (**A.S.C. OR B.S.C.**) shall appear if so requested.
- (b) The term "prominent place" on Feature production and Television production, other than Episodic Television Series, means no less than a separate card, or its equivalent in a crawl, shared by no more than three names.
- (c) All other Screen Credits shall be negotiated on **an** individual basis

ARTICLE C2 **CAMERA CREW**

C2.01 First Unit Crew

- a) The minimum crew on a First Unit or an Additional Unit (with Principal Actors) shall consist of a Director of Photography, a Camera Operator, a First Camera Assistant, Second Camera Assistant and, on a feature film, a Stills Photographer. (hereinafter referred to respectively as a D.O.P., Operator, First Assistant, Second Assistant and Stills Photographer.)
- b) Any additional cameras, with the exception of locked-off cameras, shall require an Operator and a First Assistant.
- c) If four (**4**) or more cameras, excepting locked-off cameras, are used simultaneously, an additional Second Assistant shall be employed, and if seven (**7**) or more cameras are used simultaneously, another additional Second Assistant shall be employed.
- (d) The photographic staff shall not be below a reasonable number in accordance with the general and usual practices of the Employer.

C2.02 Additional Unit Crew

- (a) An Additional Unit is any unit which is not under the direct supervision of the First Unit D.O.P.
- (b) The minimum crew on an Additional Unit shall consist of a D.O.P. and First Assistant.
- (c) Where the D.O.P. determines that additional Employees are required, he/she will discuss such requirements with the Employer and the Employer will not unreasonably deny the D.O.P.'s request for such additional Employees.

C2.03 Composite Process Photography

The minimum crew for composite process photography and backgrounds including plates with or without doubles, shall consist of a D.O.P. and First Assistant. Additional crew shall be determined by the D.O.P. and the Employer.

C2.04 Production Equipment Tests

The preferred industry practice is to provide assistant camera persons adequate preproduction equipment testing and preparation time. NO assistant camera person will be disciplined or discharged due to the fact that the assistant camera person was not provided with such adequate preparation time.

C2.05 Video Recording and Video Playback Crew

- (a) Any Video Recording or Video Playback Equipment used, shall be operated by a Local 669 Motion Picture Video Coordinator, who shall be assisted by a Motion Picture Video Assistant 1, as needed.
- (b) When up to two (2) simple video recorder/monitor combination units are utilized, a Video Assistant 2 may be employed to operate such equipment.

C2.06 Video Camera-Crew

If the Employer chooses to shoot in Video format, the Employer will use a Local 669 Electronic Director of Photography, Electronic Camera Operator and/or Electronic Camera Assistant as needed.

C2.07 Electronic Press Packaging

When an Employer that has executed a Letter of Adherence to this Master Agreement hires a video unit on a motion picture set or location for purposes of electronic press packaging, behind the scenes documentaries, and/or entertainment news programming, such video unit shall be covered by this Master Agreement.

C2.08 Work Performed in a Higher Classification

The Employer agrees that, except in the case of a short-term emergency, it will not require Employees to perform work in a classification for which a higher remunerations provided hereunder. However, should such an emergency occur, the following conditions shall apply:

- (a) in a medical or other such emergency where an employed Employee is unable to perform his duties, the Employer shall inform Local 669 as soon as practicable and the Employer and Local 669 shall use their best efforts to find a replacement. In the event an Operator is unable to fulfill his job requirements, then the D.O.P. may operate the Camera until a replacement reports for work.
- (b) Where the Employer is unable to give Local 669 sufficient prior notice that additional cameras are being employed, and the engaged Employees agree to man the additional cameras, the Employer shall notify Local 669 as soon as practicable and both the Employer and Local 669 shall use their best efforts to call such personnel as are required to meet the minimum crewing provisions of Section 2.01.
- (c) The upgraded Employee shall be paid at the scale rate for the higher classification for all work performed in the higher classification until the replacement or additional Employee reports for work or until the end of the working day, whichever comes first. All overtime provisions, premiums, penalties and benefits shall apply to the higher rates in effect.
- (d) Under no circumstances shall a Camera Assistant Trainee be upgraded to the classification of Second Assistant.

ARTICLE C3 STILLS PHOTOGRAPHY

C3.01 Stills Photography Crew

- (a) On Feature productions, a Stills Photographer shall be hired for each day of Principal Photography.
- (b) On Television productions a Stills Photographer will be employed under one of the following methods:
 - (i) On Long Form Television (TV Features and Mini- Series and Pilots), a minimum of one (1) day for each three (3) days of Main Unit shooting; or
 - (ii) On Television series, a minimum of 2 days per episode on a cumulative basis; or
 - (iii) As an alternative to (i) or (ii) above, a Stills Photographer may be employed on an "as needed" basis, conditional upon the Stills Photographer receiving a fifty percent (50%) premium on the minimum hourly Stills rate, and all other terms and conditions of this Agreement applicable. The Employer shall inform the Stills Photographer and

Local #669 regarding the method under which the Stills Photographer will be hired on the date of hire.

C3.02 Location, Continuity and Administrative Photography

For the purpose of making location photographs, or photographs for pre-production, production, administrative, or continuity, none of which are to be used for other than continuity or identification; the Employer may designate a person or persons, other than a Stills Photographer, to make such photographs and such person shall not be subject to the terms and conditions of the Master Agreement.

C3.03 Photo Credit for Stills Photographers

The Employer may give photo credit to Stills Photographers on advertising and publicity stills involving their work where such is used for advertising and publicity released by the Employer, but such credit is not mandator), and shall not be subject to grievance procedure.

ARTICLE C4 WAIVER

C4.01 Photography Waiver

- (a) Upon appropriate notification, (which may include written verification of assignment if requested by Local 669). Local 669 shall grant a waiver for a Non-Local 669 Stills Photographer to photograph on a Employer production where the Non-Local 669 Stills Photographer is on a specific bona fide assignment for a Local, Regional, National or International Newspaper, Magazine or News Service; as distinguished from a Photographic Service.
- (b) Local 669 shall grant a waiver for a Non-Local 669 Stills Photographer (who is taking photographs that would normally be taken by a Local 669 Stills Photographer) on a Television production where a Local 669 Stills Photographer is employed on a weekly basis, subject to the following conditions:
 - (i) Provided that not more than one (1) Non-Local 669 Stills Photographer shall be utilized simultaneously on a single production, and is not utilized for more than one-half (1/2) of the production's shooting schedule on a cumulative basis; and.
 - (ii) Provided that the Local 669 Stills Photographer submits still photographs for consideration, performs similar duties, **and** works at least the same number of hours as the Non-Local 669 Stills Photographer, with a minimum of eight (8) hours,
 - (iii) The Local Union may, in circumstances other than those provided above, grant waivers upon request of the Employer.

- (c) Upon appropriate notification. Local 669 shall grant a waiver for an electronic Camera person to shoot news segments. as per current practice. on an Employer's production.

ARTICLE C5 **PROBATION, REPRIMANDS AND SEVERANCE**

C5.01 Layoff

For purposes of Employees covered by this Appendix "C". "Layoff" is defined as a temporary or permanent severance of employment due to a shortage of work, including holiday hiatus or scheduled termination.

C5.02 Probationary Period and Severance

- (a) **A** weekly Employee shall be considered as a probationary Employee for a period of thirty (30) calendar days.
- (b) A probationary Employee who is dismissed on the grounds of unsuitability or the inability to meet the artistic standards set by the Employer shall nevertheless receive a severance payment of (1) week's wages. The Employer shall notify Local 669 in writing of any such dismissal.
- (c) In the event of a severance of employment other than a probationary discharge. an Employee employed on a weekly basis shall be entitled to one (1) week's notice in writing or one (1) weeks severance pay in lieu of such notice or a combination thereof. An Employee employed on a daily basis shall receive verbal notice of severance at the end of the work day. or in lieu of such notice. shall receive one (1) day's wages.
- (d) In the event of discharge for just and reasonable cause. the onus of proof rests upon the Employer.
- (e) For the purposes of this Appendix "C" a weekly Employee shall be an Employee who is on a weekly guarantee. or is employed for the run of the show. **All** other Employees shall be considered daily Employees.

C5.03 Progressive Discipline

With respect to "Weekly" Employees as defined in C5.02(e). Local 669 and the Employer agree that the principles of progressive discipline shall be applied in appropriate circumstances. The Employer agrees to provide Local 669 with a copy of a written "Reprimand" and/or written "Notice of Discipline." which exceeds a written Reprimand in severity. and/or a written "Notice of Dismissal."

C5.04 Severance in Case of Death

In the event of the death of an Employee. the Employer shall pay to the Employee's designated beneficiary. or if no such designation was made by such Employee prior to death. to the union in

trust to be distributed to the Employee's estate. an amount equal to the amount of severance pay such Employee would have received had he or she been dismissed on the date of his or her death.

ARTICLE C6 **SHOP STEWARD**

C6.01 Shop Steward

The Employer shall recognize a Shop Steward as appointed by Local 669 or elected by the Employees on each production unit. The Employer shall be notified of the identity of the Shop Steward. Any person so appointed or so elected shall have the complete cooperation of the Employer in the reasonable performance of his duties to inspect all working conditions governed by this Agreement. Shop Stewards shall not be discriminated against.

ARTICLE C7 **TURNAROUND**

C7.01 Turnaround:

- (a) Daily Turnaround.
 - (i) There shall be a ten (10) hour rest period between the end of one shift and the next call. If such rest period is encroached, the Employee shall be paid a premium for the encroached time at the same rate such Employee ~~was~~ receiving at the end of the Employee's ~~preceeding~~ shift, but in no event less than one **and** one-half times (1.5X) the Employee's straight-time-hourly rate.
 - (ii) With respect to the first (**1st**) year of a television series: After sixteen (16) hours of work, which does not include the first meal period, there shall be an eleven (11) hour rest period between the end of such **work** period and the next day's call.
 - (iii) With respect to all productions other than the first (1st) year of a television series: When daily turnaround is encroached by two (2) or more hours for two (2) consecutive days, the Employee(s) will receive an eleven (11) hour rest period between the end of such second (2nd) consecutive day and the **next** day's call.
 - (iv) Daily turnaround encroachment shall be calculated pursuant to subparagraph (e) below.
- (b) Six-Day Turnaround. There shall be a thirty-four (34) hour rest period, which includes the ten (10) hour rest period in subparagraph (a)(i) above, for each Employee who works a six-day-work week. If such rest period is encroached, such Employee shall be paid a premium at a rate equal to two times (2X) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3X) such Employee's hourly base rate. Such premium shall be paid for the time **beginning** at the start of the next call through

the end of such encroached thirty-four (34) hour rest period and calculated pursuant to subparagraph (e) below.

- (c) Five-Day Turnaround. There shall be a ~~fifty~~ (50) hour rest period, which includes the ten (10) hour rest period in subparagraph (a)(i) above, for each Employee who works a five-day-work week. If such rest period is encroached, such Employee shall be paid a premium at a rate equal to two times (2X) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3X) such Employee's hourly base rate. Such premium shall be paid for the time beginning at the start of the next call through the end of such encroached ~~fifty~~ (50) hour rest period and calculated pursuant to subparagraph (e) below.
- (d) Statutory Holiday Turnaround. There shall be a twenty-four (**24**) hour rest period, in addition to the rest periods described in subparagraphs (a)(i), (b) and (c) above, for each Employee during a Statutory Holiday. If such rest period is encroached, such Employee shall be paid a premium at a rate equal to two times (2X) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3X) such Employee's hourly base rate. Such premium shall be paid for the time beginning at the start of the next call through the end of such encroached thirty-four (34) hour rest period, ~~fifty-eight~~ (58) hour rest period or ~~seventy-four~~ (74) hour rest period, which ever applies, and calculated pursuant to subparagraph (e) below.
- (e) When turnaround is encroached by one-half (.5) hour or less, there shall be a payment of one-half (.5) hour of encroachment penalty. If the rest period is encroached by more than one-half (.5) hour, the encroachment penalty shall be computed in one-tenth (.1) of an hour increments for the encroached period.

C7.02 Maximum Work Period

At no time shall any work period extend past nine (9) hours without a meal break. Pacific Northwest hours shall not be construed to violate this provision.

B.C. Local 669 Rates: From the Date Effective through March 28, 1998.

HIGH BUDGET FEATURE FILM -----

	Daily Employee Hourly	Employee Weekly	Weekly * Hourly Base
D.O.P.	\$66.50	\$4,570.40	\$63.04
Operator	\$44.22	\$3,039.20	\$41.92
First Assistant	\$33.19	\$2,280.85	\$31.46
Second Assistant	\$23.39	\$1,608.05	\$22.18
M.P. Video Coordinator	\$26.01	\$1,787.85	\$24.66
M.P. Video Assistant 1	\$19.55	\$1,343.43	\$18.53
M.P. Video Assistant 2	\$14.67	\$1,007.03	\$13.89
Stills Photographer	\$36.27	\$2,492.55	\$34.38
Electronic Dir. of Photog.	\$48.68	\$3,345.15	\$46.14
Electronic Camera Operator	\$36.50	\$2,509.23	\$34.61
Electronic Camera Assistant	\$24.35	\$1,673.30	\$23.08
Trainee		At least the Provincial Minimum	

TELEVISION -----

	Daily Employee Hourly	Employee Weekly	Weekly* Hourly Base
D.O.P.	\$63.33	\$4,352.90	\$60.04
Operator	\$42.12	\$2,894.20	\$39.92
First Assistant	\$31.61	\$2,172.10	\$29.96
Second Assistant	\$22.28	\$1,531.93	\$21.13
M.P. Video Coordinator	\$24.77	\$1,702.30	\$23.48
M.P. Video Assistant 1	\$18.62	\$1,279.63	\$17.65
M.P. Video Assistant 2	\$13.97	\$960.63	\$13.25
Stills Photographer	\$38.88	\$2,672.35	\$36.86
Electronic Dir. of Photog.	\$46.36	\$3,186.38	\$43.95
Electronic Camera Operator	\$34.76	\$2,388.15	\$32.94
Electronic Camera Assistant	\$23.19	\$1,593.55	\$21.98
Trainee		At least the Provincial Minimum	

* Weekly rates are based upon a 60 hour guaranteed work week.

Long Form Television and Pilots shall have only a 50 hour guaranteed work week.
To calculate the weekly guaranteed rate for Long Form Television or Pilot, multiply the Weekly Hourly Base by 55 pay hours.

B.C. Local 669 Rates: From March 29, 1998 through April 3, 1999.

HIGH BUDGET FEATURE FILM

	Daily	Weekly *	
	Employee Hourly	Employee Weekly	Hourly Base
D.O.P.	\$68.50	\$4,707.43	\$64.93
Operator	\$45.55	\$3,130.55	\$43.18
First Assistant	\$34.19	\$2,349.00	\$32.40
Second Assistant	\$24.09	\$1,656.63	\$22.85
M.P. Video Coordinator	\$26.79	\$1,841.50	\$25.40
M.P. Video Assistant 1	\$20.14	\$1,384.03	\$19.09
M.P. Video Assistant 2	\$15.11	\$1,037.48	\$14.31
Stills Photographer	\$37.36	\$2,567.23	\$35.41
Electronic Dir. of Photog.	\$50.14	\$3,445.20	\$47.52
Electronic Camera Operator	\$37.60	\$2,584.63	\$35.65
Electronic Camera Assistant	\$25.08	\$1,723.33	\$23.77
Trainee		At least the Provincial Minimum	

TELEVISION

	Daily	Weekly*	
	Employee Hourly	Employee Weekly	Hourly Base
D.O.P.	\$65.23	\$4,483.40	\$61.84
Operator	\$43.38	\$2,981.20	\$41.12
First Assistant	\$32.56	\$2,237.35	\$30.86
Second Assistant	\$22.95	\$1,577.60	\$21.76
M.P. Video Coordinator	\$25.51	\$1,753.05	\$24.18
M.P. Video Assistant 1	\$19.18	\$1,318.05	\$18.18
M.P. Video Assistant 2	\$14.39	\$989.63	\$13.65
Stills Photographer	\$40.05	\$2,752.83	\$37.97
Electronic Dir. of Photog.	\$47.75	\$3,282.08	\$45.27
Electronic Camera Operator	\$35.80	\$2,459.93	\$33.93
Electronic Camera Assistant	\$23.89	\$1,641.40	\$22.64
Trainee		At least the Provincial Minimum	

* Weekly rates are based upon a 60 hour guaranteed work week.

Long Form Television and **Pilots** shall have only a 50 hour guaranteed work week. To calculate the **weekly** guaranteed rate for **Long Form** Television or Pilot, multiply the Weekly Hourly **Base** by 55 pay hours.

B.C. Local 669 Rates: From April 4, 1999 through Conclusion.

HIGH BUDGET FEATURE FILM -----

	Daily	Weekly *	
	Employee Hourly	Employee Weekly	Hourly Base
D.O.P.	\$70.56	\$4,848.80	\$66.88
Operator	\$46.92	\$3,224.80	\$44.48
First Assistant	\$35.22	\$2,419.33	\$33.37
Second Assistant	\$24.81	\$1,706.65	\$23.54
M.P. Video Coordinator	\$27.59	\$1,896.60	\$26.16
M.P. Video Assistant 1	\$20.74	\$1,425.35	\$19.66
M.P. Video Assistant 2	\$15.56	\$1,068.65	\$14.74
Still Photographer	\$38.48	\$2,644.08	\$36.47
Electronic Dir. of Photog.	\$51.64	\$3,548.88	\$48.95
Electronic Camera Operator	\$38.73	\$2,662.20	\$36.72
Electronic Camera Assistant	\$25.83	\$1,774.80	\$24.48
Trainee		At least the Provincial Minimum	

TELEVISION -----

	Daily	Weekly*	
	Employee Hourly	Employee Weekly	Hourly Base
D.O.P.	\$67.19	\$4,618.25	\$63.70
Operator	\$44.68	\$3,070.38	\$42.35
First Assistant	\$33.54	\$2,304.78	\$31.79
Second Assistant	\$23.64	\$1,624.73	\$22.41
M.P. Video Coordinator	\$26.28	\$1,805.98	\$24.91
M.P. Video Assistant 1	\$19.76	\$1,357.93	\$18.73
M.P. Video Assistant 2	\$14.82	\$1,019.35	\$14.06
Stills Photographer	\$41.25	\$2,835.48	\$39.11
Electronic Dir. of Photog.	\$49.18	\$3,380.68	\$46.63
Electronic Camera Operator	\$36.87	\$2,533.88	\$34.95
Electronic Camera Assistant	\$24.61	\$1,690.70	\$23.32
Trainee		At least the Provincial Minimum	

* Weekly rates are based upon a 60 hour guaranteed work week.
 Long Form Television and Pilots shall have only a 50 hour guaranteed work week.
 To calculate the weekly guaranteed rate for Long Form Television or Pilot, multiply the
 Weekly Hourly Base by 55 pay hours.

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