



**2010 - 2013  
LOW BUDGET  
THEATRICAL AGREEMENT**

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THIS AGREEMENT is made and entered into between \_\_\_\_\_ (“Employer”) and the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, AFL-CIO, CLC (“IATSE” or “Union”) for itself and on behalf of its affiliated locals and members of the bargaining unit described in Article II.

The Employer is engaged in the production of low budget theatrical productions throughout the United States and Canada for first exhibition in theatrical release. The IATSE represents motion picture technicians and artisans whose services are utilized by the Employer in connection with its productions. It is the intent of the parties hereto that this Agreement establish the wages and working conditions applicable to such motion picture production technicians and artisans.

ARTICLE I - SCOPE AND APPLICATION

A. This Agreement shall be applicable to all low budget theatrical productions (as defined herein), produced in the United States or Canada, subject to the Canadian Supplement hereto, by Employer or by production entities which it controls, for first exhibition in theatrical release. As set forth herein, this Agreement shall be applicable to any feature length motion picture which has production costs budgeted within the low budget tiers reflected below. Production costs (“production costs”) means all production costs, “above” and “below the line” costs, “pre-production,” “production” and “post-production.” The costs of the premium for a completion bond and the contingency fund not to exceed ten percent (10%) of the budget shall not be included as part of the production costs.

B. During the term of this Agreement,<sup>1</sup> the low budget tiers shall be as follows:

	<u>TIER ONE</u>	<u>TIER TWO</u>	<u>TIER THREE</u>
Effective January 1, 2010	Production costs budgeted at no more than 5.0 million	Production costs budgeted over 5.0 million dollars and at not more than 8.5 million	Production costs budgeted over 8.5 million dollars and at not more than 12.0 million

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<sup>1</sup> The applicable tier shall be based on the date on which principal photography commences and computed in US dollars. January 1<sup>st</sup> anniversary date wage rate and benefit contribution increases shall not be deemed “production costs” for films which commence principal photography prior to such anniversary date.

dollars.

dollars (\$5,000,001 to  
\$8,500,000)

dollars (\$8,500,001 to  
\$12,000,000)

C. Prior to the commencement of pre-production work on a motion picture as defined above and covered by this Agreement, the Employer shall submit to the IATSE a copy of the budget, the crew list when available, titles of the production, location, and projected start and completion dates. Representatives of IATSE or retained professionals shall have the right to review the budget and the above specified information and make inquiries to Employer concerning the budget. Employer agrees to cooperate and provide the additional information to the extent it can reasonably do so.

D. Employer shall provide the IATSE, upon request, with a report of the actual expenditures of the production (Final Expenditure Report) and such other relevant materials as the IATSE may require which show the actual cost of the production. In the event that the production costs (excluding costs reimbursed by insurance) of the motion picture have exceeded the applicable budget Tier by more than ten percent (10%) as determined by the budget established at commencement of principal photography, then the employees employed on the motion picture and covered by Appendix A, paragraphs 1(a) and (b) shall be paid retroactively for all hours worked or paid for at the wage rates, premiums, overtime, travel pay, and all identifiable labor costs that would be applicable under the provisions of the then current IATSE-Producer Basic Agreement and IATSE Local Agreements.<sup>2</sup> For employees covered under Appendix A, paragraph 2, the wage rates shall be paid retroactively with a ten percent (10%) increase. If such overages are caused by an act of God, fire, earthquake, or governmental action, the above-referenced retroactive additional payments shall not be required. Notwithstanding the above-stated provisions, if the actual production costs (excluding costs reimbursed by insurance) of the motion picture exceed the applicable budget Tier with a ten percent (10%) or greater variance and the Employer provides written notice to the IATSE that the production costs (excluding costs reimbursed by insurance) have exceeded the applicable ceiling in the relevant low budget category established under this Agreement no later than two (2) weeks prior to the completion of all post-production, then the wage rates applicable hereunder shall be automatically adjusted to the rates applicable to productions in the category established under this Agreement that encompasses the production costs of the production. If Employer fails to provide the above written notice of a ten percent (10%) or greater variance, and/or if the production costs (excluding costs reimbursed by insurance) exceed the applicable Tier Three limit, with a ten percent (10%) or greater variance, then the labor costs as described in the IA Basic Agreement and the Local Agreements shall be applicable on a retroactive basis.

E. All information received or reviewed by representatives of the IATSE or retained professionals shall be confidential and neither the IATSE nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under this Agreement.

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<sup>2</sup> References in Article I, D, to the Basic Agreement and Local Agreements for productions based in Canada shall be deemed to be references to the standard Local IATSE agreement applicable to theatrical motion picture production in the Province where production takes place.

F. The Union shall have the right at any time, whether during pre-production, production, post-production, or after exhibition, to inspect at the Employer's offices all records, documents, and information relating to the budget and the actual costs of the production, including the right to use retained professionals. Notwithstanding the provisions of Article VIII, the Union shall have the right to inspect budget records as set forth above and to assert a grievance and proceed to arbitration on the enforcement and implementation of the provisions of this Article I within twelve (12) months following the initial release or exhibition of a covered film.

## ARTICLE II - RECOGNITION

A. The Employer recognizes the Union as the exclusive collective bargaining representative of all production technicians and artisans employed in classifications traditionally represented by the Union under the IATSE-Producer Basic Agreement including production office coordinators, assistant production office coordinators, production accountants, assistant production accountants and art department coordinators.<sup>3</sup> This Agreement is not applicable to office clerical employees, production assistants, guards or supervisors as defined by the National Labor Relations Act.<sup>4</sup>

B. Productions covered by this Agreement include those produced on film, tape, digitally or otherwise, whether by means of motion picture camera, electronic cameras, or new devices, without regard to their manner of distribution or viewing.

C. Where behind the scene production work is being performed by employees on the payroll of the Employer, their work shall be subject to the appropriate collective bargaining agreement.

## ARTICLE III - UNION SECURITY

A. Employees covered by this Agreement, as a condition of employment, shall become and thereafter remain members in good standing of the Union on and after the thirtieth day of their employment or thirty days following the execution of this Agreement, whichever is later. The foregoing shall be subject to and limited by applicable law and to the extent that any applicable law does not permit the form of union security herein provided, then and in that event, this Agreement shall be deemed to provide for the maximum form of union security permitted by said law. The foregoing shall be deemed satisfied by membership in any local union affiliated with the Union. "Members in good standing" shall be defined, interpreted and implemented by

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<sup>3</sup> Production office coordinators, assistant production office coordinators, production accountants, assistant production accountants, art department coordinators, publicists, and story analysts shall be included on a production basis only.

<sup>4</sup> For theatrical motion pictures whose budgets exceed Tier III limitations, see Article XXIX. For all other projects the Employer intends to produce in Canada, the Employer will notify the IATSE in advance and will discuss its intended production plans for Canada with the appropriate Canadian affiliate(s) of the IATSE, and specifically projects bound to the Canadian Supplement hereto.

the parties in compliance with applicable law including an employee who meets the financial obligations only in accordance with the provisions of the National Labor Relations Act.

B. The Employer shall not object to the payroll company deduction of all appropriate union dues/service fees from all wages earned by the employees covered by this Agreement who have executed the appropriate payroll deduction authorization form.

#### ARTICLE IV - ADMINISTRATION

In order to achieve consistency and continuity in the administration of this Agreement, and its Canadian Supplement, the IATSE shall designate both a U.S. East Coast and West Coast and Canadian representative responsible for the administration of the Agreement. The Employer shall designate a representative responsible for the administration of the Agreement.

#### ARTICLE V - ACCESS

The designated representatives of the Union, including local union representatives authorized by the IATSE, shall be permitted reasonable access to all production sites where persons covered by the Agreement are performing services.

#### ARTICLE VI – PAYROLL COMPANIES – RECORDS AND RESPONSIBILITIES

A. By virtue of this Article VI, the Employer hereby authorizes any payroll service it has engaged to process payroll for a theatrical production subject to this Agreement to provide payroll information on employees covered by this Agreement employed on such production to an authorized representative of the IATSE upon request. The IATSE will notify the Employer of such request to its payroll service.

B. In the event an Employer uses a payroll company or other outside person(s), or entity (herein referred to 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 under this agreement, the employer agrees and acknowledges that it is and remains the Employer of such Employee(s) for the purposes of all provisions of this Agreement, and that the Employer remains liable and responsible for compliance with such provisions.

#### ARTICLE VII - JOB STEWARD

The IATSE may appoint separate stewards for production and off production units. The identity of the designated steward shall be made known to the production manager of each

covered motion picture. It is understood that the steward shall in no way be discriminated against for any cause whatsoever in the performance of their duties as a steward.

#### ARTICLE VIII - NO DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any employee or prospective employee due to race, color, creed, sex, age, physical handicap, union membership, national origin, sexual orientation, or as otherwise provided in applicable state, provincial or federal law.

#### ARTICLE IX -- NO STRIKE - NO LOCKOUT

During the term of this Agreement, there shall be no strikes, picketing, work stoppages or disruptive activity by the Union or by an employee, or lockout by the Employer. Notwithstanding the foregoing, the Union shall not be barred from engaging in such concerted activity if the Employer fails to pay the wages earned by employees covered by this Agreement or to remit benefit contributions, and to promptly remedy such material breaches of this Agreement upon demand by the Union.

#### ARTICLE X - GRIEVANCE PROCEDURE

A. Any dispute between the Union and the Employer concerning the interpretation and/or application of this Agreement which cannot be initially resolved between the Union's designated representative, including local union representatives authorized by the IATSE and the Producer, or thereafter cannot be resolved by the IATSE International President or his designated representative and the Employer's designated representative, may be submitted to arbitration by either party for resolution by a final and binding award. If an arbitrator cannot be mutually selected, then one shall be selected from an arbitration panel obtained from the American Arbitration Association in the United States and in Canada either party may apply to the applicable Minister of Labour to appoint an arbitrator pursuant to the procedures of the applicable Provincial or Federal legislation. The arbitrator and parties shall follow the labor arbitration rules of the American Arbitration Association in the United States and the applicable arbitral jurisprudence in Canada. Any claim not reduced to writing and submitted to the other party within thirty (30) calendar days following the incident giving rise to the claim or within thirty (30) calendar days after the aggrieved party had a reasonable opportunity to become aware of the incident, whichever is later, but in no event more than one (1) year after the incident, shall be deemed to be waived.

B. The Union shall not be required to utilize the provisions of (A) above if the Employer fails to pay the wages earned by employees covered by this Agreement or remit required benefit contributions and fails to promptly remedy such material breaches of this

Agreement on demand by the Union and the Union may pursue any and all remedies available in law or equity.

#### ARTICLE XI - MULTI-EMPLOYER UNIT

Notwithstanding the geographical scope of this Agreement, the employees hired by the Employer to perform services in the County of Los Angeles, or hired by the Employer in the County of Los Angeles to perform services outside the County of Los Angeles shall be deemed to be within the multi-employer bargaining unit established by the Producer - IATSE 2009 Basic Agreement and its successor agreements (“BA”) and specifically subject to the BA’s provisions covering the Industry Experience Roster (Article IX), Health and Pension Plans, including the Individual Account Plan (Articles XII, XIII, XIII A, XIV, XIX, and XXVIII), and the Contract Services Administration Trust Fund (Articles XXV and XXVI); provided, however, the wages, working conditions and other terms and conditions of this Agreement shall be fully applicable to employees covered by this Agreement. Furthermore, the sideletter to the BA covering the exhibition of motion pictures transmitted via new media shall be applicable to motion pictures subject to the this Agreement.

#### ARTICLE XII - PREFERENCE OF EMPLOYMENT

A. In hiring persons within the geographic area covered by Article XI, the Employer will adhere to the provisions of Article IX of the IATSE Basic Agreement and Article 68 of the Local Agreements pertaining to seniority and eligibility for employment; provided, however, that individuals otherwise entitled to preference who are not willing to work for the rates and conditions established by this Agreement shall be deemed “unavailable” and the employer may then hire from any source. Further, the Union, through its affiliated local unions, will initiate procedures to provide the Employer on a timely basis with the names of individuals entitled to preference who will work for the minimum rates and conditions established by this Agreement.

B. Camera department personnel, other than those based in Los Angeles, who are covered by the agreement for thirty (30) days or more in a two (2) year period may, upon application to the Contract Services Administration Trust Fund (“CSATF”), have their names added to the industry experience roster established under the Producer-IATSE Basic Agreement. The employee shall have the burden of establishing his / her eligibility for such industry experience roster placement subject to the then current rules and procedures applicable to such placement.

C. Outside of the geographic area covered by (A) above, the Employer will give first consideration to qualified persons referred by local union affiliates of the IATSE located in the geographic area of a covered production.

### ARTICLE XIII – TITLE CREDITS

Title credits may be given to all department heads and key employees in accordance with standard industry practice. The form in which screen credits are given need not conform to an employee's classification and no presumptions shall flow from the form of such credit. The Employer shall give title credit to the IATSE by displaying its official seal in accordance with standard industry practice.

### ARTICLE XIV - MINIMUM TERMS AND CONDITIONS

The wage scales and working condition provisions of this Agreement shall be minimums and employees shall not be precluded from obtaining "better conditions" as that term is understood in the motion picture industry. Any employee enjoying such better conditions shall not have their wages or working conditions reduced as a consequence of this Agreement.

### ARTICLE XV - ASSISTANCE/INTERCHANGE

Where the grip, property and electric departments have been staffed by a department head, assistant and a Journeyperson, they and others within said departments may assist each other in the performance of the respective duties of said departments.

### ARTICLE XVI - WORK DAY, WEEK AND MINIMUM CALLS

A. The work week shall be any five (5) or six (6) consecutive work days within seven (7) consecutive days. The work week may be shifted two (2) times without incurring additional costs during principal photography. The foregoing applies to both the main unit and any second unit independently and such units' work week weeks need not be identical or simultaneously shifted. Reasonable advance notice shall be given of any work week shift which shall be subject to a minimum thirty-two (32) hour rest period and there must be at least one full work week between shifts.

B. The minimum daily work call during pre-production and production shall be eight (8) hours excluding meals. Work time begins at the time of the set call and ends at the time of set dismissal. The minimum call on a prep day involving a production meeting and on a wrap only day shall be four (4) hours, but if the four (4) hours are exceeded, the minimum call shall be eight (8) hours excluding meals. The minimum call on a travel only day shall be four (4) hours and the maximum shall be eight (8) hours paid as a straight time allowance. On a day when an employee is required to both work and travel, all hours such day shall be considered work hours.

## ARTICLE XVII - OVERTIME

A. The first eight (8) work hours during the first five (5) days of a work week shall be at straight time. Work hours in excess of eight (8) on the first five (5) days of the work week and on a sixth work day shall be paid at time and one-half. Double time shall be paid after fourteen (14) elapsed hours on the first six (6) work days of the work week and for all hours worked on a seventh work day in a work week or on a designated holiday.

B. In order to discourage excessively long work days, work hours beyond fifteen (15) on any day shall be paid at triple time.

C. All time is to be computed in one-tenth (1/10) hourly units and overtime premiums shall not be compounded.

## ARTICLE XVIII - REST PERIODS

There shall be a ten (10) hour rest period from set wrap to set call for both on and off production personnel except as otherwise provided in Article XX. If the full rest period is not provided, then the employee shall be paid on return to work at the applicable base rate or overtime rate, plus an additional hour of straight time, for all invaded hours or portion thereof if at least six (6) hours of rest has been provided, or for all hours worked if less than six (6) hours of rest is provided until a ten (10) hour rest period is provided.

## ARTICLE XIX - MEALS

A. Meal periods shall not be less than one-half (½) hour nor more than one (1) hour in length. Not more than one (1) meal period shall be deducted from work time for an employee during the minimum call. (A second meal period may be deducted from work time for those employees who work in excess of the minimum call.)

B. The employee's first meal period should commence within six (6) hours following the time of the first call for the day; succeeding meal periods shall commence within six (6) hours after the end of the proceeding meal period. An employee's first meal period shall commence no earlier than three (3) hours after such employee reports for work except for persons called in earlier than the regular crew call who are provided with a non-deductible breakfast in which case their first deductible meal period will be due at the same time as the meal is due for the regular crew.

C. The first deductible meal period may be extended by fifteen (15) minutes to complete a set up and a second deductible meal period may be extended by thirty (30) minutes to complete a set up and/or wrap. Extensions of the meal periods are not to be scheduled and, if exceeded, meal penalties shall relate back to the time the meal was otherwise due. Any second meal, excluding a non-deductible breakfast, may be a non-deductible walking meal, provided each employee is given a reasonable opportunity to eat and is dismissed within two (2) hours

from the time the meal was otherwise due. With respect to all non-deductible meals, the employee shall be given a reasonable opportunity to eat.

D. A meal penalty allowance for delayed meals shall be computed as follows:

(1)	First one-half hour meal delay or fraction thereof	-	\$ 7.50
(2)	Second one-half hour meal delay or fraction thereof	-	\$10.00
(3)	Third and each succeeding one-half hour meal delay or fraction thereof	-	\$12.50

Such allowance shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.

#### ARTICLE XX - LOCATIONS / TRAVEL

A. Employees shall report to work at designated local production locations within a circular thirty (30) mile zone, the radius of which is the Employer's production office, unless there are access difficulties, in which case the Employer will make appropriate transportation arrangements.

B. The thirty (30) mile zone in Los Angeles shall be measured from the intersection of Beverly Boulevard and La Cienega and in New York City shall be measured from Columbus Circle.

C. When an employee is required to transport themselves between production locations within the thirty (30) mile production zone, they shall be paid a mileage allowance for such travel at the applicable IRS or CRA rate unless they are being provided with a reasonable car allowance.

D. Employees may be requested to report to a production location outside the thirty (30) mile zone, in which case the employee shall be paid mileage, computed from the perimeter to the distance from the thirty (30) mile zone to the reporting place and return calculated at the current IRS allowable rate in the U.S. and the current CRA allowable reimbursement rate in Canada. Such travel time outside of the thirty (30) mile zone shall be paid as an allowance at the employee's regular hourly rate and such travel time shall not accrue toward the required rest period.

E. Any employee whose primary residence is more than sixty (60) miles from a production location shall be provided with a per diem allowance and either housing or a housing allowance. Employees may be provided coach-class air transportation to and from an overnight location. Housing provided by the Employer shall be single bedroom housing if available. The per diem allowance shall be as follows:

Breakfast	\$ 8.50
Lunch	\$13.00
Dinner	\$29.00

Any meals provided by the Employer may be deducted from the per diem at the above stated rates.

F. Work time for employees on overnight location shall be calculated on a portal-to-portal basis and they shall be provided with transportation to and from the daily production location. Rest periods shall be calculated from time of set dismissal to set call when working inside the zone as set forth above.

G. On any day in which an employee reports to any production location outside the local 30 mile production zone described above and whose work and travel time from the edge of zone exceeds fourteen (14) hours, the Employer will make housing available to such employee upon their request if available in the proximity of the production location.

H. For the sixth and seventh day not worked on distant locations the following shall apply: (1) on Tier One productions as defined in Article I above, the employee shall receive an amount equivalent to an extra one (1) day's per diem and the Employer shall make pension and health contributions for (1) four (4) hours for those employees subject to Article XI hereof or an amount equivalent to one half (1/2) of the daily benefit contribution amount applicable to each individual employee on distant location who is not subject to Article XI hereof; or (2) on Tier Two and Tier Three productions as defined in Article I above, the employee on distant location shall be paid four (4) hours of straight time at the wage rates applicable to such employee plus pension and health contributions for eight (8) hours or at the daily contribution rate, whichever is applicable. The foregoing shall not apply to "on call" employees subject to Article XI and the provisions of the BA establish the basis of benefit contributions for 6<sup>th</sup> and 7<sup>th</sup> days on distant location.

#### ARTICLE XXI - CANCELLATION OF CALLS

In the event of the cancellation of a call for a current employee, if notification is not given by the completion of the previous day's work, then the employee shall be paid an eight (8) hour minimum call, unless the canceled call was for travel only or wrap in which case the employee shall be paid a four (4) hour minimum call. For employees that have a confirmed work call but are not yet on the Employer's payroll, such call may not be cancelled after 9:00 AM the day before the call.

## ARTICLE XXII - HOLIDAYS

The following shall be recognized as holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Holidays are to be celebrated on the day they are officially celebrated, except when recognized on a different day under the Screen Actors Guild Codified Basic Agreement in which case they will be celebrated on the same day. Weekly employees shall be paid for an unworked holiday falling within their regular work week.

## ARTICLE XXIII - BENEFITS

A. Employees who are covered by Article XI hired by the Employer to perform services in the County of Los Angeles, or hired by the Employer in the County of Los Angeles to perform services outside the County of Los Angeles shall have benefit contributions remitted on their behalf to the Motion Picture Industry Pension and Health Plans ("MPIPHP") and Contract Services Administration Trust Fund for every hour worked or guaranteed at the then current rates established by the MPIPHP and Contract Services Administration Trust Fund:<sup>5</sup>

B. For camera department employees, post-production employees and publicists,<sup>6</sup> Local 52-represented employees employed or hired in New York and New Jersey (except that part of New Jersey outside a 65 mile radius of Columbus Circle) or for Local 161 – represented employees employed or hired in New York, New Jersey or Connecticut who are not employed under Article XI, contributions shall be made to the MPIPHP for all hours worked or guaranteed at the then current rates established by the MPIPHP:<sup>7</sup>

C. For employees covered by the MPIPHP as provided in A and B above, the Employer shall make the following percentage contribution to the Individual Account Plan:

Effective January 1, 2010 – six percent (6%)

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<sup>5</sup> The provisions of Article XI shall also be applicable to employees in job classifications within the jurisdiction of any West Coast Studio Local of the IATSE whose contract jurisdiction under the BA is not limited to the County of Los Angeles, provided, however, the Employer shall not be required to make contributions pursuant to Article XI on behalf of such employee if such West Coast Studio Local has agreed that contributions may be made on behalf of such employee pursuant to subparagraph (F) of Article XXIII.

<sup>6</sup> For those individuals who have worked in a Publicist classification outside of Los Angeles and for whom contributions have been made to the MPIPHP for four (4) years or more, contributions shall be made to the MPIPHP at the amounts set forth in Paragraph B. Benefit contributions on behalf of employees working in a Publicist classification lacking four more years of credited service under the MPIPHP hired from or working in New York, New Jersey, Connecticut, Baltimore/Washington, D.C. or Chicago (Cook County) who perform work as a Unit Publicist shall be made at the rates specified in the Basic Agreement. Such contributions shall be based on the provisions for employees employed under the "On-Call" weekly schedules.

<sup>7</sup> The inclusion of camera department employees, post-production employees and publicists hired outside of the County of Los Angeles shall not serve, in and of itself, to trigger any obligations arising under Articles XIX or XXVIII of the Basic Agreement nor the New Media sideletter thereto.

Contributions shall be based on the regular base scale hourly rate of pay for each covered employee's classification for all hours worked or guaranteed.

D. The Health and Defined Benefit contribution payments may be modified to rates set by the Board of Directors of the MPIPHP based on a determination by the actuaries and consultants of the MPIPHP which will be based upon the hourly cost per participant of benefits.

E. Unless otherwise specified, for persons hired within the jurisdiction of the IATSE, benefit contributions shall be made to the appropriate benefit plans referenced in (F) and (G) of this Article XXIII in the following aggregate amounts:

(i) For individuals employed on Tier One productions:

Effective January 1, 2010 \$66.00 per day;

Effective January 1, 2011 \$70.00 per day;

Effective January 1, 2012 \$74.00 per day;

Effective January 1, 2013 \$78.00 per day and

(ii) For individuals employed on Tier Two and Tier Three productions:

Effective January 1, 2010 \$68.00 per day;

Effective January 1, 2011 \$72.00 per day;

Effective January 1, 2012 \$76.00 per day;

Effective January 1, 2013 \$80.00 per day.

F. For persons hired within the geographical jurisdiction of production city locals (as set forth in Appendix A(1)(b) having their own established benefit plans that meet the requirements of 29 U.S.C. section 302, benefit contributions shall be made to such benefit plans in the following aggregate amounts:

(i) For individuals employed on Tier One productions:

(a) For Ultra Low Budget productions:

Effective January 1, 2010 \$73.00 per day;

Effective January 1, 2011 \$77.00 per day;

Effective January 1, 2012 \$81.00 per day

Effective January 1, 2013 \$85.00 per day.

(b) For all other Tier One productions:

Effective January 1, 2010 \$80.00 per day;

Effective January 1, 2011 \$84.00 per day;

Effective January 1, 2012 \$88.00 per day

Effective January 1, 2013 \$92.00 per day.

(ii) For individuals employed on Tier Two productions:

Effective January 1, 2010 \$97.00 per day;

Effective January 1, 2011 \$101.00 per day;

Effective January 1, 2012 \$105.00 per day;

Effective January 1, 2013 \$109.00 per day and

(iii) For individuals employed on Tier Three productions:

Effective January 1, 2010 \$101.00 per day;

Effective January 1, 2011 \$105.00 per day;

Effective January 1, 2012 \$109.00 per day and

Effective January 1, 2013 \$113.00 per day.

G. The Union will notify the Employer of the allocation of all benefit contributions into the benefit plans referenced above, not only the IATSE National Benefit Funds which include the IATSE National Pension Fund, the IATSE National Health and Welfare Fund, and the IATSE Annuity Fund. The Union may, upon ten (10) days written notice to the Employer, modify the allocation formula. The Union will make its best effort to provide such notice prior to the commencement of production.

H. The Employer will execute any documents required to constitute it an appropriate Employer contributor to any of the foregoing benefit plans.

#### ARTICLE XXIV - BEREAVEMENT LEAVE

In the event of the death of a parent, grandparent, grandchild, sibling, spouse, or child of an eligible employee, such employee shall be allowed up to three paid days off and his/her job shall be available upon return from bereavement leave. Employees who work fifty percent (50%) or more of the total work days of their department shall be deemed eligible for bereavement leave pay. Payment for bereavement leave may be deferred until the Employer can determine the employee's eligibility. Bereavement pay shall be calculated on the same basis as unworked holidays.

#### ARTICLE XXV - VOLUNTARY POLITICAL CONTRIBUTIONS

The Employer agrees to deduct from each employee's gross wages at each payroll period such voluntary contributions to the IATSE Political Action Committee ("IATSE PAC") as the employee has authorized in writing to be deducted. At least once a month, the Employer will issue a single check for deductions payable to the IATSE PAC and remit same directly to the IATSE PAC. Along with the check, the Employer will provide the PAC with the following information: (1) the name of each employee for whom a deduction has been made, (2) the employee's social security number, and (3) the amount of the deduction. Employees who wish to cancel or modify their deduction will sign a card supplied by the Union for such purpose. The Union will be responsible for obtaining any refund from the IATSE PAC. The Union will reimburse the Employer annually for all actual costs incurred in administering this deduction and will indemnify and hold harmless the Employer from any and all liability arising from deductions provided for in this section. Administration of the foregoing may be assigned to the Employer's payroll service. This Article shall not be operative in Canada unless and until the IATSE establishes a PAC in compliance with Canadian law.

## ARTICLE XXVI - 401(K) PLANS

If an employee covered by this Agreement is eligible to participate in an IRS Qualified 401(k) Plan sponsored by the IATSE or an IATSE Local Union, the Employer will honor the written authorization of such employee to deduct from the employee's gross wages the specified eligible amount to be remitted to such 401(k) Plan. Either the Local Union sponsoring such 401(k) Plan or the Plan Administrator shall confirm in writing that employees are eligible to participate and shall provide any other information relevant to the proper administration of authorized employee contributions to the Employer or its designated payroll service who may be assigned administrative responsibility for this provision.

## ARTICLE XXVII – PAYROLL DEPOSIT

A. In situations where the Union has reason to be concerned over the financial viability of a new signatory Employer to this Agreement, other than a signatory to its predecessor, or where a signatory to this Agreement or its predecessor has not met its financial obligations, in order to secure performance, the following shall be applicable:

- (1) The Union may require the Employer to deposit with the Union (or payroll service approved by the Union) an amount equal to two weeks estimated payroll and fringe benefit contributions for covered employees. Such amount shall be reduced by consent of the Union upon completion of principal photography to an amount appropriate for post production and released upon completion of post production and verification by the Union that all contractual obligations have been met by the Employer.
- (2) Deposited amounts may only be drawn upon for the sole purpose of satisfying amounts owed to covered employees under this Agreement.
- (3) In the event a payroll service is to be utilized to hold and/or guarantee the deposit, the Employer shall provide the Union with written verification of the payroll service's consent to do so which must be executed by the payroll service.
- (4) Failure to make the required deposit as set forth herein shall be deemed a material breach of this Agreement.

## ARTICLE XXVIII - WAGE RATES/PAYMENTS

A. The applicable minimum wage rates for positions covered by this Agreement are set forth in Appendices A, B, C, and D attached. Specifically, as set forth in Appendices A, B, C, and D attached, there shall be various minimum rates of compensation applicable to productions

having production costs within the budget Tiers specified in Article I hereof.<sup>8</sup> There are no guarantees of employment beyond one (1) day for daily employees and one (1) week for weekly employees. If the last work week of a weekly employee is a partial work week, it may be prorated only if the employee has been employed for the previous two consecutive work weeks.

B. If an employee works continuously for two (2) or more hours in a higher classification with appropriate authorization, the rate of the higher classification shall be applicable for the entire day.

C. Wages must be paid to employees no later than the Friday following the end of each production work week.

#### ARTICLE XXIX – BEYOND TIER THREE

A. For all productions with production costs in excess of the Tier Three budget limits, as defined in Article I, in the United States the wages, benefits and terms and conditions of the following agreements, as applicable, shall apply to such productions: the current Producer - IATSE Basic Agreement, the “Majors” Agreements of the New York Production Locals, and/or Theatrical and Television Motion Picture Area Standards Agreement. The Employer will execute any documents required to implement this Agreement.

B. For all productions with production costs in excess of the Tier Three budget limits in Canada, the established theatrical motion picture agreements of the respective Canadian locals of the IATSE which cover theatrical motion pictures with budgets exceeding such limits shall be applicable to such productions.

#### ARTICLE XXX -TERM AND EFFECTIVE DATE

This Agreement shall be effective as of January 1, 2010 and shall remain in full force and effect through December 31, 2013.

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<sup>8</sup> With respect to an “Ultra Low Budget Film”, one with at least fifteen days of scheduled principal photography whose production costs do not exceed one million eight hundred and fifty thousand dollars (\$1,850,000) as budgeted, the wage rates for covered employees shall be as negotiated with such an employee provided however they shall be at rates not less than the applicable statutory minimum wage and overtime shall be computed and paid in compliance with applicable law. Evidence of a pattern or practice of wage payments not meeting the foregoing standards shall entitle all covered employees on the film to an adjustment to the then current Tier Two minimum wage rates and working conditions retroactive to each covered employees’ first day of employment.

THE INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYES, MOVING  
PICTURE TECHNICIANS, ARTISTS AND  
ALLIED CRAFTS OF THE UNITED STATES  
AND CANADA, AFL-CIO CLC

\_\_\_\_\_

BY \_\_\_\_\_  
ITS \_\_\_\_\_  
DATED \_\_\_\_\_

BY \_\_\_\_\_  
ITS \_\_\_\_\_  
DATED \_\_\_\_\_

## APPENDIX A

### MINIMUM WAGE RATE SCHEDULE

#### 1. Production Cities

- a. For all persons hired to work on a production (without respect to where hired or employed) with production costs budgeted within Tier One, the minimum wage rates of Appendix B shall apply.
- b. For persons hired in the Production Cities to perform services in said cities or hired in said cities to perform services outside of said cities, and for persons hired outside of said cities to perform services in the Production Cities, hereafter identified, the applicable minimum wage rates of Appendix C shall apply on productions with production costs budgeted within Tier Two or Tier Three.

The Production Cities are:

Chicago, Illinois  
Cleveland, Ohio  
Detroit, Michigan  
Orlando, Florida  
San Francisco, California  
St. Louis, Missouri  
New York, New York  
Washington, D.C.

- c. For persons hired under Article XI to work on a production with production costs budgeted within Tier Two or Tier Three, the applicable minimum wage rates of Appendix C shall apply.
- d. Dolly grips hired on a weekly basis may be paid the same rate as a Best Boy Grip employed on a weekly basis.
- e. Swing Gang members hired on a weekly basis shall be paid the same rate as a Craft Service person employed on a weekly basis.

#### 2. All Other Production Locations

For persons hired at all other locations to perform services outside of the Production Cities to work on a production with production costs budgeted within Tier Two or Tier Three, the minimum applicable wage rates set forth in Appendix D shall apply.



Effective 01/01/10

Key \$21.56 Hour  
2nd \$19.47 Hour  
3rd \$17.39 Hour

Effective 01/01/11

Key \$21.99 Hour  
2nd \$19.86 Hour  
3rd \$17.74 Hour

Effective 01/01/12

Key \$22.43 Hour  
2nd \$20.26 Hour  
3rd \$18.09 Hour

Effective 01/01/13

Key \$23.11 Hour  
2nd \$20.87 Hour  
3rd \$18.64 Hour

APPENDIX C(1)

WAGE SCALE  
LOS ANGELES AND PRODUCTION CITIES  
TIER TWO PRODUCTIONS

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Director of Photography	STN	STN	STN	STN
Camera Operator	\$40.91	\$41.73	\$42.57	\$43.84
Digital Imaging Technician	\$40.91	\$41.73	\$42.57	\$43.84
1st Asst. Camera	\$35.51	\$36.22	\$36.94	\$38.05
2nd Asst. Camera	\$27.20	\$27.75	\$28.30	\$29.15
Still Photographer	\$40.91	\$41.73	\$42.57	\$43.84
Film Loader	\$23.25	\$23.71	\$24.18	\$24.91
Camera Utility	\$28.37	\$28.93	\$29.51	\$30.40
Digital Utility	\$24.49	\$24.98	\$25.48	\$26.24
Key Grip	\$28.37	\$28.93	\$29.51	\$30.40
Best Boy Grip	\$25.64	\$26.16	\$26.68	\$27.48
Company Grip	\$24.49	\$24.98	\$25.48	\$26.24
Dolly Grip	\$26.57	\$27.10	\$27.64	\$28.47
Chief Lighting Technician	\$28.37	\$28.93	\$29.51	\$30.40
Best Boy Electric	\$25.64	\$26.16	\$26.68	\$27.48
Lighting Technician	\$24.49	\$24.98	\$25.48	\$26.24
Rigging Gaffer	\$26.60	\$27.13	\$27.68	\$28.51
Art Director (Weekly on Call)	\$2,229.64	\$2,274.23	\$2,319.72	\$2,389.31
Lead Person	\$24.40	\$24.89	\$25.38	\$26.15
Swing Gang	\$23.39	\$23.86	\$24.33	\$25.06
Production Painter	\$31.18	\$31.81	\$32.44	\$33.41
Set Painter	\$27.14	\$27.69	\$28.24	\$29.09
Set Designer	\$30.16	\$30.76	\$31.38	\$32.32
Scenic Artist	STN	STN	STN	STN
Construction Coordinator	STN	STN	STN	STN
Propmaker Foreman	\$28.76	\$29.34	\$29.93	\$30.82
Propmaker	\$25.05	\$25.55	\$26.06	\$26.85
Special Effects Foreman	STN	STN	STN	STN
Asst. Special Effects	STN	STN	STN	STN
Set Decorator	STN	STN	STN	STN
Prop Master	\$28.37	\$28.93	\$29.51	\$30.40
Asst. Prop Master	\$25.05	\$25.55	\$26.06	\$26.85

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Marine Coordinator	\$25.05	\$25.55	\$26.06	\$26.85
Boat Handler	\$24.40	\$24.89	\$25.39	\$26.15
On Set Picture Cars & Boats	\$24.40	\$24.89	\$25.39	\$26.15
Key Greens	\$25.64	\$26.16	\$26.68	\$27.48
Costume Designer	STN	STN	STN	STN
Key Costumer	\$28.37	\$28.93	\$29.51	\$30.40
First Set Costumer	\$25.64	\$26.16	\$26.68	\$27.48
Costumer	\$24.49	\$24.98	\$25.48	\$26.24
Key Makeup Artist	\$32.61	\$33.26	\$33.93	\$34.94
Asst. Makeup Artist	\$27.72	\$28.28	\$28.84	\$29.71
Key Hair Stylist	\$28.37	\$28.93	\$29.51	\$30.40
Asst. Hair Stylist	\$25.22	\$25.73	\$26.24	\$27.03
Sound Mixer	\$45.69	\$46.60	\$47.53	\$48.96
Boom Operator	\$30.80	\$31.42	\$32.05	\$33.01
Utility Sound Technician	\$29.49	\$30.08	\$30.68	\$31.60
Video Assist (Record)	\$28.37	\$28.93	\$29.51	\$30.40
Script Supervisor	\$28.59	\$29.16	\$29.75	\$30.64
First Aid/Medic	\$25.64	\$26.16	\$26.68	\$27.48
Craft Services	\$25.64	\$26.16	\$26.68	\$27.48
Craft Utility	\$24.49	\$24.98	\$25.48	\$26.24
Editor (Weekly on Call)	\$2,702.58	\$2,756.63	\$2,811.77	\$2,896.12
Sound Editor (48.6 hr/week)	\$1,947.16	\$1,986.10	\$2,025.82	\$2,086.60
Music Editor (48.6 hr/week)	\$1,947.16	\$1,986.10	\$2,025.82	\$2,086.60
Asst. Editor (45 hr/week)	\$1,570.07	\$1,601.47	\$1,633.50	\$1,682.50
Apprentice Editor (40 hr/week)	\$816.55	\$832.88	\$849.54	\$875.03
Location Mgr. (On Call) <sup>10</sup>	STN	STN	STN	STN
Asst. Loc. Mgr. (On Call) <sup>10</sup>	STN	STN	STN	STN
Production Office Coordinator <sup>11</sup>	STN	STN	STN	STN
Asst Prod. Off Coordinator <sup>11</sup>	STN	STN	STN	STN
Art Dept. Coordinator <sup>11</sup>	STN	STN	STN	STN
Production Accountant <sup>11</sup>	STN	STN	STN	STN
Asst Prod. Accountant <sup>11</sup>	STN	STN	STN	STN
All Others	STN	STN	STN	STN

<sup>10</sup> Location scouts are not covered by this Agreement unless promoted to an Assistant Location Manager or Location Manager in which case they shall be covered from their date of hire on the production. Footnote 9 shall not be applicable to this classification.

<sup>11</sup> Not less than the applicable Tier I hourly rates.

APPENDIX C(2)

WAGE SCALE  
LOS ANGELES AND PRODUCTION CITIES  
TIER THREE PRODUCTIONS

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Director of Photography	STN	STN	STN	STN
Camera Operator	\$43.07	\$43.94	\$44.81	\$46.16
Digital Imaging Technician	\$43.07	\$43.94	\$44.81	\$46.16
1st Asst. Camera	\$37.37	\$38.12	\$38.88	\$40.05
2nd Asst. Camera	\$28.63	\$29.20	\$29.79	\$30.68
Still Photographer	\$43.07	\$43.94	\$44.81	\$46.16
Film Loader	\$24.47	\$24.96	\$25.46	\$26.22
Camera Utility	\$29.86	\$30.45	\$31.06	\$31.99
Digital Utility	\$25.80	\$26.31	\$26.84	\$27.64
Key Grip	\$29.86	\$30.45	\$31.06	\$31.99
Best Boy Grip	\$27.01	\$27.55	\$28.10	\$28.94
Company Grip	\$25.80	\$26.31	\$26.84	\$27.64
Dolly Grip	\$27.98	\$28.54	\$29.11	\$29.98
Chief Lighting Technician	\$29.86	\$30.45	\$31.06	\$31.99
Best Boy Electric	\$27.01	\$27.55	\$28.10	\$28.94
Lighting Technician	\$25.80	\$26.31	\$26.84	\$27.64
Rigging Gaffer	\$28.00	\$28.56	\$29.13	\$30.00
Art Director (Weekly on Call)	\$2,388.91	\$2,436.69	\$2,485.42	\$2,559.99
Lead Person	\$25.81	\$26.32	\$26.85	\$27.65
Swing Gang	\$24.62	\$25.12	\$25.62	\$26.39
Production Painter	\$32.83	\$33.49	\$34.16	\$35.19
Set Painter	\$28.57	\$29.14	\$29.72	\$30.62
Set Designer	\$31.73	\$32.37	\$33.01	\$34.00
Scenic Artist	STN	STN	STN	STN
Construction Coordinator	STN	STN	STN	STN
Propmaker Foreman	\$30.29	\$30.90	\$31.52	\$32.46
Propmaker	\$26.37	\$26.89	\$27.43	\$28.26
Special Effects Foreman	STN	STN	STN	STN
Asst. Special Effects	STN	STN	STN	STN
Set Decorator	STN	STN	STN	STN
Prop Master	\$29.86	\$30.45	\$31.06	\$31.99
Asst. Prop Master	\$26.37	\$26.89	\$27.43	\$28.26

HOURLY WAGES

CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Marine Coordinator	\$26.37	\$26.90	\$27.44	\$28.26
Boat Handler	\$25.81	\$26.33	\$26.85	\$27.66
On Set Picture Cars & Boats	\$25.81	\$26.33	\$26.85	\$27.66
Key Greens	\$27.01	\$27.55	\$28.10	\$28.94
Costume Designer	STN	STN	STN	STN
Key Costumer	\$29.86	\$30.45	\$31.06	\$31.99
First Set Costumer	\$27.01	\$27.55	\$28.10	\$28.94
Costumer	\$25.80	\$26.31	\$26.84	\$27.64
Key Makeup Artist	\$34.34	\$35.03	\$35.73	\$36.80
Asst. Makeup Artist	\$29.18	\$29.77	\$30.36	\$31.27
Key Hair Stylist	\$29.86	\$30.45	\$31.06	\$31.99
Asst. Hair Stylist	\$26.56	\$27.09	\$27.63	\$28.46
Sound Mixer	\$48.06	\$49.02	\$50.00	\$51.50
Boom Operator	\$32.43	\$33.07	\$33.74	\$34.75
Utility Sound Technician	\$31.01	\$31.63	\$32.26	\$33.23
Video Assist (Record)	\$29.86	\$30.45	\$31.06	\$31.99
Script Supervisor	\$30.08	\$30.68	\$31.30	\$32.23
First Aid/Medic	\$27.01	\$27.55	\$28.10	\$28.94
Craft Services	\$27.01	\$27.55	\$28.10	\$28.94
Craft Utility	\$25.80	\$26.31	\$26.84	\$27.64
Editor (Weekly on Call)	\$2,844.82	\$2,901.72	\$2,959.75	\$3,048.54
Sound Editor (48.6 hr/week)	\$1,999.22	\$2,039.20	\$2,079.99	\$2,142.39
Music Editor (48.6 hr/week)	\$1,999.22	\$2,039.20	\$2,079.99	\$2,142.39
Asst. Editor (45 hr/week)	\$1,653.12	\$1,686.19	\$1,719.91	\$1,771.51
Apprentice Editor (40 hr/week)	\$859.53	\$876.72	\$894.26	\$921.09
Location Manager (On Call) <sup>10</sup>	STN	STN	STN	STN
Asst. Lc. Man. (On Call) <sup>10</sup>	STN	STN	STN	STN
Production Office Coordinator <sup>11</sup>	STN	STN	STN	STN
Asst Prod. Off Coord. <sup>11</sup>	STN	STN	STN	STN
Art Dept Coordinator <sup>11</sup>	STN	STN	STN	STN
Production Accountant <sup>11</sup>	STN	STN	STN	STN
Asst Prod. Accountant <sup>11</sup>	STN	STN	STN	STN
All Others	STN	STN	STN	STN

<sup>10</sup> Location scouts are not covered by this Agreement unless promoted to an Assistant Location Manager or Location Manager in which case they shall be covered from their date of hire on the production. Footnote 9 shall not be applicable to this classification.

<sup>11</sup> Not less than the applicable Tier I hourly rates.

APPENDIX D(1)

WAGE SCALE  
NON-PRODUCTION CITIES  
TIER TWO PRODUCTIONS

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Director of Photography	STN	STN	STN	STN
Camera Operator	\$38.87	\$39.65	\$40.44	\$41.66
Digital Imaging Technician	\$38.87	\$39.65	\$40.44	\$41.66
1st Asst. Camera	\$33.73	\$34.41	\$35.09	\$36.15
2nd Asst. Camera	\$25.85	\$26.36	\$26.89	\$27.70
Still Photographer	\$38.87	\$39.65	\$40.44	\$41.66
Film Loader	\$22.09	\$22.54	\$22.99	\$23.68
Camera Utility	\$26.95	\$27.49	\$28.04	\$28.88
Digital Utility	\$23.27	\$23.73	\$24.21	\$24.93
Key Grip	\$26.95	\$27.49	\$28.04	\$28.88
Best Boy Grip	\$24.39	\$24.88	\$25.37	\$26.13
Company Grip	\$23.27	\$23.73	\$24.21	\$24.93
Dolly Grip	\$25.23	\$25.74	\$26.25	\$27.04
Chief Lighting Technician	\$26.95	\$27.49	\$28.04	\$28.88
Best Boy Electric	\$24.39	\$24.88	\$25.37	\$26.13
Lighting Technician	\$23.27	\$23.73	\$24.21	\$24.93
Rigging Gaffer	\$25.27	\$25.77	\$26.29	\$27.07
Art Director (Weekly on Call)	\$2,118.16	\$2,160.53	\$2,203.74	\$2,269.85
Lead Person	\$23.28	\$23.74	\$24.22	\$24.94
Swing Gang	\$22.23	\$22.67	\$23.12	\$23.82
Production Painter	\$29.62	\$30.21	\$30.82	\$31.74
Set Painter	\$25.77	\$26.28	\$26.81	\$27.61
Set Designer	\$28.64	\$29.21	\$29.80	\$30.69
Scenic Artist	STN	STN	STN	STN
Construction Coordinator	STN	STN	STN	STN
Propmaker Foreman	\$27.34	\$27.88	\$28.44	\$29.29
Propmaker	\$23.80	\$24.27	\$24.76	\$25.50
Special Effects Foreman	STN	STN	STN	STN
Asst. Special Effects	STN	STN	STN	STN
Set Decorator	STN	STN	STN	STN
Prop Master	\$26.95	\$27.49	\$28.04	\$28.88
Asst. Prop Master	\$23.80	\$24.27	\$24.76	\$25.50

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Marine Coordinator	\$23.80	\$24.28	\$24.76	\$25.50
Boat Handler	\$23.28	\$23.75	\$24.22	\$24.95
On Set Picture Cars & Boats	\$23.28	\$23.75	\$24.22	\$24.95
Key Greens	\$24.39	\$24.88	\$25.37	\$26.13
Costume Designer	STN	STN	STN	STN
Key Costumer	\$26.95	\$27.49	\$28.04	\$28.88
First Set Costumer	\$24.39	\$24.88	\$25.37	\$26.13
Costumer	\$23.27	\$23.73	\$24.21	\$24.93
Key Makeup Artist	\$30.99	\$31.61	\$32.24	\$33.21
Asst. Makeup Artist	\$26.34	\$26.86	\$27.40	\$28.22
Key Hair Stylist	\$26.95	\$27.49	\$28.04	\$28.88
Asst. Hair Stylist	\$23.96	\$24.44	\$24.93	\$25.68
Sound Mixer	\$43.40	\$44.27	\$45.15	\$46.51
Boom Operator	\$29.27	\$29.86	\$30.46	\$31.37
Utility Sound Technician	\$28.00	\$28.56	\$29.13	\$30.00
Video Assist (Record)	\$26.95	\$27.49	\$28.04	\$28.88
Script Supervisor	\$27.16	\$27.71	\$28.26	\$29.11
First Aid/Medic	\$24.39	\$24.88	\$25.37	\$26.13
Craft Services	\$24.39	\$24.88	\$25.37	\$26.13
Craft Utility	\$23.27	\$23.73	\$24.21	\$24.93
Editor (Weekly on Call)	\$2,567.46	\$2,618.81	\$2,671.19	\$2,751.32
Sound Editor (48.6 hr/week)	\$1,874.28	\$1,911.77	\$1,950.00	\$2,008.50
Music Editor (48.6 hr/week)	\$1,874.28	\$1,911.77	\$1,950.00	\$2,008.50
Asst. Editor (45 hr/week)	\$1,491.58	\$1,521.41	\$1,551.84	\$1,598.39
Apprentice Editor (40 hr/week)	\$775.72	\$791.23	\$807.06	\$831.27
Location Manager (On Call) <sup>10</sup>	STN	STN	STN	STN
Asst. Lc. Man. (On Call) <sup>10</sup>	STN	STN	STN	STN
Production Office Coordinator <sup>11</sup>	STN	STN	STN	STN
Asst Prod. Off Coord. <sup>11</sup>	STN	STN	STN	STN
Art Dept Coordinator <sup>11</sup>	STN	STN	STN	STN
Production Accountant <sup>11</sup>	STN	STN	STN	STN
Asst Prod. Accountant <sup>11</sup>	STN	STN	STN	STN
All Others	STN	STN	STN	STN

<sup>10</sup> Location scouts are not covered by this Agreement unless promoted to an Assistant Location Manager or Location Manager in which case they shall be covered from their date of hire on the production. Footnote 9 shall not be applicable to this classification.

<sup>11</sup> Not less than the applicable Tier I hourly rates.

APPENDIX D(2)

WAGE SCALE  
NON-PRODUCTION CITIES  
TIER THREE PRODUCTIONS

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Director of Photography	STN	STN	STN	STN
Camera Operator	\$40.91	\$41.73	\$42.57	\$43.84
Digital Imaging Technician	\$40.91	\$41.73	\$42.57	\$43.84
1st Asst. Camera	\$35.51	\$36.22	\$36.94	\$38.05
2nd Asst. Camera	\$27.20	\$27.75	\$28.30	\$29.15
Still Photographer	\$40.91	\$41.73	\$42.57	\$43.84
Film Loader	\$23.25	\$23.71	\$24.18	\$24.91
Camera Utility	\$28.37	\$28.93	\$29.51	\$30.40
Digital Utility	\$24.49	\$24.98	\$25.48	\$26.24
Key Grip	\$28.37	\$28.93	\$29.51	\$30.40
Best Boy Grip	\$25.64	\$26.16	\$26.68	\$27.48
Company Grip	\$24.49	\$24.98	\$25.48	\$26.24
Dolly Grip	\$26.56	\$27.09	\$27.63	\$28.46
Chief Lighting Technician	\$28.37	\$28.93	\$29.51	\$30.40
Best Boy Electric	\$25.64	\$26.16	\$26.68	\$27.48
Lighting Technician	\$24.49	\$24.98	\$25.48	\$26.24
Rigging Gaffer	\$26.60	\$27.13	\$27.68	\$28.51
Art Director (Weekly on Call)	\$2,229.64	\$2,274.23	\$2,319.72	\$2,389.31
Lead Person	\$24.51	\$25.00	\$25.50	\$26.27
Swing Gang	\$23.39	\$23.86	\$24.33	\$25.06
Production Painter	\$31.18	\$31.81	\$32.44	\$33.41
Set Painter	\$27.14	\$27.69	\$28.24	\$29.09
Set Designer	\$30.16	\$30.76	\$31.38	\$32.32
Scenic Artist	STN	STN	STN	STN
Construction Coordinator	STN	STN	STN	STN
Propmaker Foreman	\$28.76	\$29.34	\$29.93	\$30.82
Propmaker	\$25.05	\$25.55	\$26.06	\$26.85
Special Effects Foreman	STN	STN	STN	STN
Asst. Special Effects	STN	STN	STN	STN
Set Decorator	STN	STN	STN	STN
Prop Master	\$28.37	\$28.93	\$29.51	\$30.40
Asst. Prop Master	\$25.05	\$25.55	\$26.06	\$26.85

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Marine Coordinator	\$25.05	\$25.55	\$26.06	\$26.85
Boat Handler	\$24.51	\$25.00	\$25.50	\$26.27
On Set Picture Cars & Boats	\$24.51	\$25.00	\$25.50	\$26.27
Key Greens	\$25.64	\$26.16	\$26.68	\$27.48
Costume Designer	STN	STN	STN	STN
Key Costumer	\$28.37	\$28.93	\$29.51	\$30.40
First Set Costumer	\$25.64	\$26.16	\$26.68	\$27.48
Costumer	\$24.49	\$24.98	\$25.48	\$26.24
Key Makeup Artist	\$32.61	\$33.26	\$33.93	\$34.94
Asst. Makeup Artist	\$27.72	\$28.28	\$28.84	\$29.71
Key Hair Stylist	\$28.37	\$28.93	\$29.51	\$30.40
Asst. Hair Stylist	\$25.22	\$25.73	\$26.24	\$27.03
Sound Mixer	\$45.69	\$46.60	\$47.53	\$48.96
Boom Operator	\$30.80	\$31.42	\$32.05	\$33.01
Utility Sound Technician	\$29.49	\$30.08	\$30.68	\$31.60
Video Assist (Record)	\$28.37	\$28.93	\$29.51	\$30.40
Script Supervisor	\$28.59	\$29.16	\$29.75	\$30.64
First Aid/Medic	\$25.64	\$26.16	\$26.68	\$27.48
Craft Services	\$25.64	\$26.16	\$26.68	\$27.48
Craft Utility	\$24.49	\$24.98	\$25.48	\$26.24
Editor (Weekly on Call)	\$2,689.53	\$2,743.32	\$2,798.18	\$2,882.13
Sound Editor (48.6 hr/week)	\$1,947.16	\$1,986.10	\$2,025.82	\$2,086.60
Music Editor (48.6 hr/week)	\$1,947.16	\$1,986.10	\$2,025.82	\$2,086.60
Asst. Editor (45 hr/week)	\$1,570.07	\$1,601.47	\$1,633.50	\$1,682.50
Apprentice Editor (40 hr/week)	\$816.55	\$832.88	\$849.54	\$875.03
Location Mgr. (On Call) <sup>10</sup>	STN	STN	STN	STN
Asst. Loc. Man. (On Call) <sup>10</sup>	STN	STN	STN	STN
Production Office Coordinator <sup>11</sup>	STN	STN	STN	STN
Asst Prod. Off Coord. <sup>11</sup>	STN	STN	STN	STN
Art Dept Coordinator <sup>11</sup>	STN	STN	STN	STN
Production Accountant <sup>11</sup>	STN	STN	STN	STN
Asst Prod. Accountant <sup>11</sup>	STN	STN	STN	STN
All Others	STN	STN	STN	STN

<sup>10</sup> Location scouts are not covered by this Agreement unless promoted to an Assistant Location Manager or Location Manager in which case they shall be covered from their date of hire on the production. Footnote 9 shall not be applicable to this classification.

<sup>11</sup> Not less than the applicable Tier I hourly rates.

CANADIAN SUPPLEMENT  
TO  
2010 – 2013  
LOW BUDGET THEATRICAL AGREEMENT

The provisions of the 2010 – 2013 Low Budget Theatrical Agreement shall be applicable to productions in Canada except as expressly modified hereafter in this Canadian Supplement.

1. The Employer recognizes the IATSE and its affiliated locals as the collective bargaining representatives under all applicable legislation in Canada for the Employer’s employees for each such local in the bargaining unit listed in Article II, including the Province of Quebec subject to the law resolving the jurisdictional issues between the IATSE and AQTIS.

2. Article XVII(A) shall be revised to provide for the payment of double time after twelve (12) work hours on the first five (5) days of the work week, after eight (8) work hours on the sixth (6<sup>th</sup>) consecutive day of a work week and for all hours worked on a seventh (7<sup>th</sup>) day of the work week. Triple time shall be paid for all work hours beyond twelve (12) on a designated holiday.

3. Article XXII shall be revised to provide for the Canadian holidays reflected below:

Province / Area	Affected Locals*	Holidays
Atlantic Canada	849 667	New Years Day, Good Friday, Victoria Day, Canada Day (Memorial Day in NL), New Brunswick Day (in NB only), Labour Day, Thanksgiving Day, Remembrance Day (in NS only), Christmas Day, Boxing Day
Quebec	667 514	New Years Day, Good Friday <u>OR</u> Easter Monday, Journée Nationale des Patriotes, Québec Fête Nationale, Canada Day, Labour Day, Thanksgiving Day, Christmas Day
Ontario	873 667 411	New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.
Manitoba	856 669	New Years Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.
Saskatchewan	669 300 295	New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

Alberta	669 212 210	New Years Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (aka Heritage Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.
British Columbia	891 669	New Years Day, Good Friday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day.

\* Listed as a guide, as they are the most commonly affected Locals. There may be instances when other Locals are affected that are outside the geographic jurisdiction of a motion picture Local (i.e. stage / mixed).

New Years Day – January 1<sup>st</sup>  
Family Day / Louis Riel Day (Manitoba) – 3<sup>rd</sup> Monday in February  
Good Friday – the Friday preceding Easter  
Easter Monday – the Monday following Easter  
Victoria Day / Journee Nationale Des Patriotes – Monday preceding May 25<sup>th</sup>  
Québec Fête Nationale – June 24<sup>th</sup>  
Canada Day / Memorial Day (NL) – July 1<sup>st</sup>  
Civic Holiday / BC Day / New Brunswick Day /  
Saskatchewan Day – 1<sup>st</sup> Monday in August  
Labour Day – 1<sup>st</sup> Monday in September  
Thanksgiving Day – 2<sup>nd</sup> Monday in October  
Remembrance Day – November 11<sup>th</sup>  
Christmas Day – December 25<sup>th</sup>  
Boxing Day – December 26<sup>th</sup>

4. Article XVI(A) shall be revised to provide that the rest period following a five (5) day work week shall be fifty-two (52) hours and following a six (6) day work week shall be thirty-two (32) hours.

5. The Agreement will be applicable to transportation department employees where the IATSE is recognized as their collective bargaining representative by established collective bargaining agreements, governmental agency decision or upon agreement of the parties.

6. The Agreement will be applicable to security department employees in the Provinces of Alberta, Saskatchewan, Manitoba and Quebec, subject to paragraph 1 above, and where the IATSE is recognized as their collective bargaining representative by established employer collective bargaining agreements or governmental agency decision.

7. References in Article XX(A) and (C) to the “thirty (30) mile zone” shall be inoperative and the following shall control:

Each Local’s prevailing travel and studio zone provisions shall apply.  
This shall be established by granting the producer the most favorable

travel and zone provisions contained in any of the three most recent executed agreements in the respective jurisdiction.

8. Article XXIII shall be replaced by the following Benefit Contributions and Administration Fees schedule based on the gross wages paid:

	<u>TIER 1 FILMS</u>	<u>TIER 2 FILMS</u>	<u>TIER 3 FILMS</u>
Administration Fees *	1%	2%	2%
Pension RSP	4%	4%	5%
Health & Welfare **	3% **	4% **	4% **
Vacation Pay	4%	5%	6%
Total **	<u>12% **</u>	<u>15% **</u>	<u>17% **</u>

- \* Locals which do not accept administration fees will add the appropriate percentage to either the Pension RSP, Health & Welfare or Vacation Pay.
- \*\* Health & Welfare (Total): In addition to the percentage contributions specified above, the following Health & Welfare contributions shall be paid per employee for each day worked by employees covered by the Canadian Supplement:

Effective January 1, 2010: Four dollars (\$4.00) per day through December 31, 2010;

Effective January 1, 2011: Eight dollars (\$8.00) per day through December 31, 2011;

Effective January 1, 2012: Twelve dollars (\$12.00) per day through December 31, 2012;

Effective January 1, 2013: Sixteen dollars (\$16.00) per day through December 31, 2013;

9. Appendices A, B, C, D shall not be applicable to employees hired in Canada. The minimum wage rate schedules applicable to employees hired in Canada, expressed in Canadian dollars, are as follows:

- a. For Tier 1 motion pictures, the “All of Canada – Tier 1” rates;

Canada –

- b. For Tier 2 and Tier 3 motion pictures excluding the production cities of Montreal, Toronto and Vancouver, the “Remainder of Canada – Tier 2 and Tier 3” rates; and
- c. For Tier 2 and Tier 3 motion pictures in Montreal, Toronto and Vancouver, the “Canadian Production Cities – Tier 2 and Tier 3” rates.

10. The wages, vacation and other payments payable to employees (“unpaid wages”) subject to this Canadian Supplement shall be deemed jointly owed to such employees and the Local Union representing such employees. Such Union has the right to initiate proceedings to collect unpaid wages and the Employer agrees to not challenge the standing or capacity of the Local Union to bring such action.

11. For all provisions of the Low Budget Theatrical Agreement incorporated into (and not specifically amended by) this Canadian Supplement, any reference to any federal or state law, regulation, court, tribunal, government or professional agency or body in the United States, shall be deemed to mean the analogous applicable Canadian equivalent.

CANADA

WAGE SCALE – TIER ONE PRODUCTIONS  
ALL COVERED EMPLOYEES

HOURLY WAGES	
Director of Photography	STN
Camera Operator	STN
Digital Imaging Technician	STN
1st Asst. Camera	STN
2nd Asst. Camera	STN
Still Photographer	STN
Film Loader	3rd
Camera Utility	Key
Digital Utility	2nd
Key Grip	Key
Best Boy Grip	2nd
Company Grip	3rd
Dolly Grip	2nd
Chief Lighting Technician	Key
Best Boy Electric	2nd
Lighting Technician	3rd
Rigging Gaffer	Key
Art Director	STN
Lead Person	2nd
Swing Gang	3rd
Production Painter	2nd
Set Painter	3rd
Set Designer	Key
Scenic Artist	STN
Construction Coordinator	STN
Propmaker Foreman	Key
Propmaker	3rd
Gang Boss	2nd
Special Effects Foreman	STN
Asst. Special Effects	STN
Accountant	Key
Assistant Accountant	2nd
Accounting Clerk	STN
Head Chef	Key
Sous Chef	2nd
Assistant Chef / Caterer	See Chart Below
Extras Casting Director	STN
Extras Casting Assistant	STN
Extras Casting Crew	See Chart Below
Security Coordinator	See Chart Below
Security Captain	See Chart Below
Watchperson	See Chart Below
Assistant Location Manager	STN

HOURLY WAGES	
Set Decorator	STN
Prop Master	Key
Asst. Prop Master	2nd
Key Greens	2nd
Costume Designer	STN
Key Costumer	Key
First Set Costumer	2nd
Costumer	3rd
Key Makeup Artist	Key
Asst. Makeup Artist	2nd
Key Hair Stylist	Key
Asst. Hair Stylist	2nd
Sound Mixer	STN
Boom Operator	2nd
Utility Sound Technician	3rd
Video Assist (Record)	Key
Script Supervisor	Key
First Aid/ Craft Services	2nd
Craft Services only (Toronto/Atlantic Canada)	See Chart Below
Craft Utility	3rd
Editor	STN
Sound Editor	STN
Music Editor	STN
Asst. Editor	Key
Apprentice Editor	3rd
Prod. Coordinator	Key
Asst. Prod. Coordinator	See Chart Below
Art Dept. Coordinator	2nd
Story Analyst	Key
Key Animal Wrangler	STN
Wrangler Captain	Key
Head Trainer/Wrangler	2nd
Trainer / Wrangler	3rd
Transportation Coordinator	See Chart Below
Transport Captain	See Chart Below
Head Driver	See Chart Below
Driver	See Chart Below
Honeywagon Driver	See Chart Below
Unit Manager	Key
Assistant Unit Manager	STN
Projectionist (Dailies)	STN
Diving Coordinator	STN
Diving Supervisor	2nd

Location Scout	STN
Production Designer	STN

Diver	3rd
All Others *	STN

CANADA (except Toronto,  
Vancouver, Montreal)  
Effective 01/01/10

Key \$23.59  
2nd \$21.37  
3rd \$19.48

Effective 01/01/11

Key \$24.06  
2nd \$21.80  
3rd \$19.87

Effective 01/01/12

Key \$24.55  
2nd \$22.23  
3rd \$20.27

Effective 01/01/13

Key \$25.28  
2nd \$22.90  
3rd \$20.88

Production Cities: Toronto,  
Vancouver, Montreal)  
Effective 01/01/10

Key \$25.76  
2nd \$23.53  
3rd \$21.64

Effective 01/01/11

Key \$26.27  
2nd \$24.00  
3rd \$22.08

Effective 01/01/12

Key \$26.80  
2nd \$24.48  
3rd \$22.52

Effective 01/01/13

Key \$27.60  
2nd \$25.22  
3rd \$23.19

<u>CLASSIFICATION</u>	<u>Eff.</u> <u>01/01/10</u>	<u>Eff.</u> <u>01/01/11</u>	<u>Eff.</u> <u>01/01/12</u>	<u>Eff.</u> <u>01/01/13</u>
Assistant Chef/Caterer	\$15.30	\$15.61	\$15.92	\$16.40
Extras Casting Crew	\$10.20	\$10.40	\$10.61	\$10.93
Security Coordinator	\$19.38	\$19.77	\$20.16	\$20.77
Security Captain	\$15.30	\$15.61	\$15.92	\$16.40
Watchperson	\$13.26	\$13.53	\$13.80	\$14.21
Craft Service only (Toronto/Atlantic Canada)	\$15.30	\$15.61	\$15.92	\$16.40
Asst. Production Coordinator	\$17.34	\$17.69	\$18.04	\$18.58
Transportation Coordinator	\$20.40	\$20.81	\$21.22	\$21.86
Transport Captain	\$19.38	\$19.77	\$20.16	\$20.77
Head Driver	\$18.36	\$18.73	\$19.10	\$19.67
Driver	\$17.34	\$17.69	\$18.04	\$18.58
Honeywagon Operator	\$17.34	\$17.69	\$18.04	\$18.58

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\* Including Marine Coordinator, Boat Handlers and Picture Car Handlers.

All of Canada – Tier 1

CANADA  
(EXCLUDING MONTREAL, TORONTO, VANCOUVER)

WAGE SCALE  
TIER TWO PRODUCTIONS

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Director of Photography	STN	STN	STN	STN
Camera Operator	\$49.35	\$50.33	\$51.34	\$52.88
Digital Imaging Technician	STN	STN	STN	STN
1st Asst. Camera	\$38.04	\$38.80	\$39.57	\$40.76
2nd Asst. Camera	\$27.75	\$28.31	\$28.88	\$29.74
Still Photographer	\$41.12	\$41.94	\$42.78	\$44.06
Film Loader	\$25.70	\$26.22	\$26.74	\$27.54
Camera Utility	\$28.78	\$29.36	\$29.95	\$30.85
Digital Utility	\$25.70	\$26.22	\$26.74	\$27.54
Key Grip	\$27.05	\$27.59	\$28.14	\$28.99
Best Boy Grip	\$23.81	\$24.28	\$24.77	\$25.51
Company Grip	\$21.10	\$21.53	\$21.96	\$22.62
Dolly Grip	\$23.81	\$24.28	\$24.77	\$25.51
Chief Lighting Technician	\$27.15	\$27.70	\$28.25	\$29.10
Best Boy Electric	\$23.81	\$24.28	\$24.77	\$25.51
Lighting Technician	\$21.10	\$21.53	\$21.96	\$22.62
Rigging Gaffer	\$25.43	\$25.94	\$26.46	\$27.25
Production Designer	STN	STN	STN	STN
Art Director	STN	STN	STN	STN
Lead Person	\$23.81	\$24.28	\$24.77	\$25.51
Swing Gang	\$21.10	\$21.53	\$21.96	\$22.62
Production Painter	STN	STN	STN	STN
Set Painter	\$21.64	\$22.08	\$22.52	\$23.19
Set Designer	\$27.05	\$27.59	\$28.14	\$28.99
Scenic Artist	\$23.81	\$24.28	\$24.77	\$25.51
Construction Coordinator	STN	STN	STN	STN
Propmaker Foreman	\$28.13	\$28.69	\$29.27	\$30.15
Propmaker	\$21.64	\$22.08	\$22.52	\$23.19
Special Effects Foreman	STN	STN	STN	STN
Asst. Special Effects	\$24.35	\$24.83	\$25.33	\$26.09
Set Decorator	STN	STN	STN	STN
Prop Master	\$27.05	\$27.59	\$28.14	\$28.99
Asst. Prop Master	\$23.81	\$24.28	\$24.77	\$25.51

Remainder of Canada – Tier 2

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Key Greens	\$27.05	\$27.59	\$28.14	\$28.99
Costume Designer	STN	STN	STN	STN
Key Costumer	STN	STN	STN	STN
First Set Costumer	\$25.70	\$26.22	\$26.74	\$27.54
Costumer	\$21.10	\$21.53	\$21.96	\$22.62
Key Makeup Artist	\$27.05	\$27.59	\$28.14	\$28.99
Asst. Makeup Artist	\$23.27	\$23.73	\$24.21	\$24.93
2 <sup>nd</sup> Asst. Makeup Artist	\$21.10	\$21.53	\$21.96	\$22.62
Key Hair Stylist	\$27.05	\$27.59	\$28.14	\$28.99
Asst. Hair Stylist	\$23.27	\$23.73	\$24.21	\$24.93
2 <sup>nd</sup> Asst. Hair Stylist	\$21.10	\$21.53	\$21.96	\$22.62
Sound Mixer	STN	STN	STN	STN
Boom Operator	\$25.70	\$26.22	\$26.74	\$27.54
Utility Sound Technician	\$21.64	\$22.08	\$22.52	\$23.19
Video Assist (Record)	\$24.89	\$25.39	\$25.89	\$26.67
Script Supervisor	\$27.05	\$27.59	\$28.14	\$28.99
First Aid/Craft Services	\$27.05	\$27.59	\$28.14	\$28.99
Craft Services/Atlantic Canada	\$17.31	\$17.66	\$18.01	\$18.55
Craft Utility	\$21.10	\$21.53	\$21.96	\$22.62
Editor	STN	STN	STN	STN
Sound Editor	STN	STN	STN	STN
Music Editor	STN	STN	STN	STN
Asst. Editor	STN	STN	STN	STN
Apprentice Editor	STN	STN	STN	STN
Head Chef	\$27.05	\$27.59	\$28.14	\$28.99
Sous Chef	\$23.27	\$23.73	\$24.21	\$24.93
Assistant Chef / Caterer	\$17.31	\$17.66	\$18.01	\$18.55
Extras Casting Director	STN	STN	STN	STN
Extras Casting Assistant	STN	STN	STN	STN
Extras Casting Crew	\$11.90	\$12.14	\$12.38	\$12.76
Security Coordinator	\$22.73	\$23.18	\$23.64	\$24.35
Security Captain	\$18.94	\$19.32	\$19.71	\$20.30
Watchperson	\$16.23	\$16.55	\$16.88	\$17.39
Key Animal Wrangler	STN	STN	STN	STN
Wrangler Captain	\$24.35	\$24.83	\$25.33	\$26.09
Head Trainer / Wrangler	\$22.73	\$23.18	\$23.64	\$24.35
Trainer / Wrangler	\$21.64	\$22.08	\$22.52	\$23.19
Diving Coordinator	STN	STN	STN	STN

Remainder of Canada – Tier 2

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Diving Supervisor	\$22.73	\$23.18	\$23.64	\$24.35
Diver	\$20.56	\$20.97	\$21.39	\$22.04
Transportation Coordinator	\$24.89	\$25.39	\$25.89	\$26.67
Transport Captain	\$22.73	\$23.18	\$23.64	\$24.35
Head Driver	\$20.56	\$20.97	\$21.39	\$22.04
Driver	\$18.94	\$19.32	\$19.71	\$20.30
Honeywagon Operator	\$18.94	\$19.32	\$19.71	\$20.30
Accountant	\$31.93	\$32.56	\$33.22	\$34.21
Assistant Accountant	\$21.10	\$21.53	\$21.96	\$22.62
Accounting Clerk	\$16.77	\$17.10	\$17.45	\$17.97
All Others *	STN	STN	STN	STN

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\* Including Marine Coordinator, Boat Handlers and Picture Car Handlers.

Remainder of Canada – Tier 2

CANADA  
(EXCLUDING MONTREAL, TORONTO, VANCOUVER)

WAGE SCALE  
TIER THREE PRODUCTIONS

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Director of Photography	STN	STN	STN	STN
Camera Operator	\$51.94	\$52.98	\$54.04	\$55.66
Digital Imaging Technician	STN	STN	STN	STN
1st Asst. Camera	\$40.04	\$40.84	\$41.65	\$42.90
2nd Asst. Camera	\$29.21	\$29.80	\$30.39	\$31.30
Still Photographer	\$43.29	\$44.15	\$45.04	\$46.39
Film Loader	\$27.05	\$27.59	\$28.14	\$28.99
Camera Utility	\$30.30	\$30.91	\$31.53	\$32.47
Digital Utility	\$27.05	\$27.59	\$28.14	\$28.99
Key Grip	\$29.21	\$29.80	\$30.39	\$31.30
Best Boy Grip	\$25.97	\$26.49	\$27.02	\$27.83
Company Grip	\$23.27	\$23.73	\$24.21	\$24.93
Dolly Grip	\$25.97	\$26.49	\$27.02	\$27.83
Chief Lighting Technician	\$29.21	\$29.80	\$30.39	\$31.30
Best Boy Electric	\$25.97	\$26.49	\$27.02	\$27.83
Lighting Technician	\$23.27	\$23.73	\$24.21	\$24.93
Rigging Gaffer	\$27.59	\$28.14	\$28.71	\$29.57
Production Designer	STN	STN	STN	STN
Art Director	STN	STN	STN	STN
Lead Person	\$25.97	\$26.49	\$27.02	\$27.83
Swing Gang	\$23.27	\$23.73	\$24.21	\$24.93
Production Painter	STN	STN	STN	STN
Set Painter	\$23.81	\$24.28	\$24.77	\$25.51
Set Designer	\$29.21	\$29.80	\$30.39	\$31.30
Scenic Artist	\$25.97	\$26.49	\$27.02	\$27.83
Construction Coordinator	STN	STN	STN	STN
Propmaker Foreman	\$30.30	\$30.91	\$31.53	\$32.47
Propmaker	\$23.81	\$24.28	\$24.77	\$25.51
Special Effects Foreman	STN	STN	STN	STN
Asst. Special Effects	\$26.51	\$27.04	\$27.58	\$28.41
Set Decorator	STN	STN	STN	STN
Prop Master	\$29.21	\$29.80	\$30.39	\$31.30
Asst. Prop Master	\$25.97	\$26.49	\$27.02	\$27.83

Remainder of Canada – Tier 3

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Key Greens	\$29.21	\$29.80	\$30.39	\$31.30
Costume Designer	STN	STN	STN	STN
Key Costumer	STN	STN	STN	STN
First Set Costumer	\$27.87	\$28.42	\$28.99	\$29.86
Costumer	\$23.27	\$23.73	\$24.21	\$24.93
Key Makeup Artist	\$29.21	\$29.80	\$30.39	\$31.30
Asst. Makeup Artist	\$25.43	\$25.94	\$26.46	\$27.25
2 <sup>nd</sup> Asst. Makeup Artist	\$23.27	\$23.73	\$24.21	\$24.93
Key Hair Stylist	\$29.21	\$29.80	\$30.39	\$31.30
Asst. Hair Stylist	\$25.43	\$25.94	\$26.46	\$27.25
2 <sup>nd</sup> Asst. Hair Stylist	\$23.27	\$23.73	\$24.21	\$24.93
Sound Mixer	STN	STN	STN	STN
Boom Operator	\$27.87	\$28.42	\$28.99	\$29.86
Utility Sound Technician	\$23.81	\$24.28	\$24.77	\$25.51
Video Assist (Record)	\$24.89	\$25.39	\$25.89	\$26.67
Script Supervisor	\$29.21	\$29.80	\$30.39	\$31.30
First Aid/Craft Services	\$29.21	\$29.80	\$30.39	\$31.30
Craft Services/Atlantic Canada	\$19.48	\$19.87	\$20.27	\$20.88
Craft Utility	\$23.27	\$23.73	\$24.21	\$24.93
Editor	STN	STN	STN	STN
Sound Editor	STN	STN	STN	STN
Music Editor	STN	STN	STN	STN
Asst. Editor	STN	STN	STN	STN
Apprentice Editor	STN	STN	STN	STN
Head Chef	\$29.21	\$29.80	\$30.39	\$31.30
Sous Chef	\$25.43	\$25.94	\$26.46	\$27.25
Assistant Chef / Caterer	\$19.48	\$19.87	\$20.27	\$20.88
Extras Casting Director	STN	STN	STN	STN
Extras Casting Assistant	STN	STN	STN	STN
Extras Casting Crew	\$12.98	\$13.24	\$13.51	\$13.91
Security Coordinator	\$23.81	\$24.28	\$24.77	\$25.51
Security Captain	\$20.56	\$20.97	\$21.39	\$22.04
Watchperson	\$17.31	\$17.66	\$18.01	\$18.55
Key Animal Wrangler	STN	STN	STN	STN
Wrangler Captain	\$25.43	\$25.94	\$26.46	\$27.25
Head Trainer / Wrangler	\$23.81	\$24.28	\$24.77	\$25.51
Trainer / Wrangler	\$22.73	\$23.18	\$23.64	\$24.35
Diving Coordinator	STN	STN	STN	STN

Remainder of Canada – Tier 3

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Diving Supervisor	\$23.81	\$24.28	\$24.77	\$25.51
Diver	\$21.64	\$22.08	\$22.52	\$23.19
Transportation Coordinator	\$27.05	\$27.59	\$28.14	\$28.99
Transport Captain	\$24.89	\$25.39	\$25.89	\$26.67
Head Driver	\$22.73	\$23.18	\$23.64	\$24.35
Driver	\$20.56	\$20.97	\$21.39	\$22.04
Honeywagon Operator	\$20.56	\$20.97	\$21.39	\$22.04
Accountant	\$33.81	\$34.49	\$35.18	\$36.23
Assistant Accountant	\$22.45	\$22.90	\$23.36	\$24.06
Accounting Clerk	\$17.58	\$17.94	\$18.30	\$18.84
All Others *	STN	STN	STN	STN

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\* Including Marine Coordinator, Boat Handlers and Picture Car Handlers.

Remainder of Canada – Tier 3

MONTREAL, TORONTO, VANCOUVER

WAGE SCALE  
TIER TWO PRODUCTIONS

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Director of Photography	STN	STN	STN	STN
Camera Operator	\$49.35	\$50.33	\$51.34	\$52.88
Digital Imaging Technician	STN	STN	STN	STN
1st Asst. Camera	\$38.04	\$38.80	\$39.57	\$40.76
2nd Asst. Camera	\$27.75	\$28.31	\$28.88	\$29.74
Still Photographer	\$41.12	\$41.94	\$42.78	\$44.06
Film Loader	\$25.70	\$26.22	\$26.74	\$27.54
Camera Utility	\$28.78	\$29.36	\$29.95	\$30.85
Digital Utility	\$25.70	\$26.22	\$26.74	\$27.54
Key Grip	\$28.13	\$28.69	\$29.27	\$30.15
Best Boy Grip	\$24.89	\$25.39	\$25.89	\$26.67
Company Grip	\$22.73	\$23.18	\$23.64	\$24.35
Dolly Grip	\$24.89	\$25.39	\$25.89	\$26.67
Chief Lighting Technician	\$28.13	\$28.69	\$29.27	\$30.15
Best Boy Electric	\$24.89	\$25.39	\$25.89	\$26.67
Lighting Technician	\$22.73	\$23.18	\$23.64	\$24.35
Rigging Gaffer	\$27.05	\$27.59	\$28.14	\$28.99
Production Designer	STN	STN	STN	STN
Art Director	STN	STN	STN	STN
Lead Person	\$25.97	\$26.49	\$27.02	\$27.83
Swing Gang	\$23.27	\$23.73	\$24.21	\$24.93
Production Painter	\$28.67	\$29.25	\$29.83	\$30.73
Set Painter	\$27.05	\$27.59	\$28.14	\$28.99
Set Designer	\$27.05	\$27.59	\$28.14	\$28.99
Scenic Artist	\$27.05	\$27.59	\$28.14	\$28.99
Construction Coordinator	STN	STN	STN	STN
Propmaker Foreman	\$29.21	\$29.80	\$30.39	\$31.30
Propmaker	\$25.97	\$26.49	\$27.02	\$27.83
Special Effects Foreman	STN	STN	STN	STN
Asst. Special Effects	STN	STN	STN	STN
Set Decorator	STN	STN	STN	STN
Prop Master	\$28.13	\$28.69	\$29.27	\$30.15
Asst. Prop Master	\$27.05	\$27.59	\$28.14	\$28.99

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Key Greens	\$28.13	\$28.69	\$29.27	\$30.15
Costume Designer	STN	STN	STN	STN
Key Costumer	\$29.21	\$29.80	\$30.39	\$31.30
First Set Costumer	\$28.13	\$28.69	\$29.27	\$30.15
Costumer	\$23.81	\$24.28	\$24.77	\$25.51
Key Makeup Artist	\$28.13	\$28.69	\$29.27	\$30.15
Asst. Makeup Artist	\$25.97	\$26.49	\$27.02	\$27.83
2 <sup>nd</sup> Asst. Makeup Artist	\$23.81	\$24.28	\$24.77	\$25.51
Key Hair Stylist	\$28.13	\$28.69	\$29.27	\$30.15
Asst. Hair Stylist	\$25.97	\$26.49	\$27.02	\$27.83
2 <sup>nd</sup> Asst. Hair Stylist	\$23.81	\$24.28	\$24.77	\$25.51
Sound Mixer	STN	STN	STN	STN
Boom Operator	\$27.05	\$27.59	\$28.14	\$28.99
Utility Sound Technician	\$23.81	\$24.28	\$24.77	\$25.51
Video Assist (Record)	\$24.89	\$25.39	\$25.89	\$26.67
Script Supervisor	\$28.13	\$28.69	\$29.27	\$30.15
First Aid/ Craft Services combined	\$27.05	\$27.59	\$28.14	\$28.99
Craft Services only (Toronto)	\$17.31	\$17.66	\$18.01	\$18.55
Craft Utility	\$23.81	\$24.28	\$24.77	\$25.51
Editor	\$32.47	\$33.12	\$33.78	\$34.79
Sound Editor	\$32.47	\$33.12	\$33.78	\$34.79
Music Editor	\$32.47	\$33.12	\$33.78	\$34.79
Asst. Editor	\$24.35	\$24.83	\$25.33	\$26.09
Apprentice Editor	\$19.48	\$19.87	\$20.27	\$20.88
Accountant	STN	STN	STN	STN
Assistant Accountant	\$24.89	\$25.39	\$25.89	\$26.67
Accounting Clerk	\$18.40	\$18.77	\$19.14	\$19.72
Security Coordinator	\$21.64	\$22.08	\$22.52	\$23.19
Security Captain	\$18.40	\$18.77	\$19.14	\$19.72
Watchperson	\$16.23	\$16.55	\$16.88	\$17.39
Transportation Coordinator	\$22.73	\$23.18	\$23.64	\$24.35
Transport Captain	\$21.10	\$21.53	\$21.96	\$22.62
Head Driver	\$20.02	\$20.42	\$20.83	\$21.46
Driver	\$19.48	\$19.87	\$20.27	\$20.88
Honeywagon Operator	\$19.48	\$19.87	\$20.27	\$20.88
Unit Manager	\$28.13	\$28.69	\$29.27	\$30.15
Assistant Unit Manager	\$19.48	\$19.87	\$20.27	\$20.88

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Assistant Location Manager	\$19.48	\$19.87	\$20.27	\$20.88
Location Scout	\$16.23	\$16.55	\$16.88	\$17.39
Production Coordinator	\$27.05	\$27.59	\$28.14	\$28.99
Asst. Prod. Coordinator	\$19.48	\$19.87	\$20.27	\$20.88
All Others *	STN	STN	STN	STN

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\* Including Marine Coordinator, Boat Handlers and Picture Car Handlers.

MONTREAL, TORONTO & VANCOUVER

WAGE SCALE  
TIER THREE PRODUCTIONS

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Director of Photography	STN	STN	STN	STN
Camera Operator	\$51.94	\$52.98	\$54.04	\$55.66
Digital Imaging Technician	STN	STN	STN	STN
1st Asst. Camera	\$40.04	\$40.84	\$41.65	\$42.90
2nd Asst. Camera	\$29.21	\$29.80	\$30.39	\$31.30
Still Photographer	\$43.29	\$44.15	\$45.04	\$46.39
Film Loader	\$27.05	\$27.59	\$28.14	\$28.99
Camera Utility	\$30.30	\$30.91	\$31.53	\$32.47
Digital Utility	\$27.05	\$27.59	\$28.14	\$28.99
Key Grip	\$30.30	\$30.91	\$31.53	\$32.47
Best Boy Grip	\$28.13	\$28.69	\$29.27	\$30.15
Company Grip	\$24.89	\$25.39	\$25.89	\$26.67
Dolly Grip	\$28.13	\$28.69	\$29.27	\$30.15
Chief Lighting Technician	\$30.30	\$30.91	\$31.53	\$32.47
Best Boy Electric	\$28.13	\$28.69	\$29.27	\$30.15
Lighting Technician	\$24.89	\$25.39	\$25.89	\$26.67
Rigging Gaffer	\$29.21	\$29.80	\$30.39	\$31.30
Production Designer	STN	STN	STN	STN
Art Director	STN	STN	STN	STN
Lead Person	\$28.13	\$28.69	\$29.27	\$30.15
Swing Gang	\$24.89	\$25.39	\$25.89	\$26.67
Production Painter	\$31.39	\$32.01	\$32.65	\$33.63
Set Painter	\$28.67	\$29.25	\$29.83	\$30.73
Set Designer	\$28.13	\$28.69	\$29.27	\$30.15
Scenic Artist	\$30.30	\$30.91	\$31.53	\$32.47
Construction Coordinator	STN	STN	STN	STN
Propmaker Foreman	\$31.39	\$32.01	\$32.65	\$33.63
Propmaker	\$28.13	\$28.69	\$29.27	\$30.15
Special Effects Foreman	STN	STN	STN	STN
Asst. Special Effects	\$31.39	\$32.01	\$32.65	\$33.63
Set Decorator	STN	STN	STN	STN
Prop Master	\$31.39	\$32.01	\$32.65	\$33.63
Asst. Prop Master	\$29.21	\$29.80	\$30.39	\$31.30
Key Greens	\$30.30	\$30.91	\$31.53	\$32.47

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Costume Designer	STN	STN	STN	STN
Key Costumer	\$30.30	\$30.91	\$31.53	\$32.47
First Set Costumer	\$28.67	\$29.25	\$29.83	\$30.73
Costumer	\$27.05	\$27.59	\$28.14	\$28.99
Key Makeup Artist	\$30.30	\$30.91	\$31.53	\$32.47
Asst. Makeup Artist	\$28.13	\$28.69	\$29.27	\$30.15
Asst. Makeup Artist	\$24.89	\$25.39	\$25.89	\$26.67
Key Hair Stylist	\$30.30	\$30.91	\$31.53	\$32.47
Asst. Hair Stylist	\$28.13	\$28.69	\$29.27	\$30.15
Sound Mixer	STN	STN	STN	STN
Boom Operator	\$30.30	\$30.91	\$31.53	\$32.47
Utility Sound Technician	\$25.97	\$26.49	\$27.02	\$27.83
Video Assist (Record)	\$24.89	\$25.39	\$25.89	\$26.67
Script Supervisor	\$30.30	\$30.91	\$31.53	\$32.47
First Aid/Craft Services combined	\$29.21	\$29.80	\$30.39	\$31.30
Craft Services only (Toronto)	\$19.48	\$19.87	\$20.27	\$20.88
Craft Utility	\$24.89	\$25.39	\$25.89	\$26.67
Editor	\$35.17	\$35.87	\$36.59	\$37.69
Sound Editor	\$35.17	\$35.87	\$36.59	\$37.69
Music Editor	\$35.17	\$35.87	\$36.59	\$37.69
Asst. Editor	\$27.05	\$27.59	\$28.14	\$28.99
Apprentice Editor	\$21.64	\$22.08	\$22.52	\$23.19
Accountant	STN	STN	STN	STN
Assistant Accountant	\$28.13	\$28.69	\$29.27	\$30.15
Accounting Clerk	\$20.56	\$20.97	\$21.39	\$22.04
Security Coordinator	\$22.73	\$23.18	\$23.64	\$24.35
Security Captain	\$19.48	\$19.87	\$20.27	\$20.88
Watchperson	\$17.31	\$17.66	\$18.01	\$18.55
Transportation Coordinator	\$24.89	\$25.39	\$25.89	\$26.67
Transport Captain	\$22.73	\$23.18	\$23.64	\$24.35
Head Driver	\$22.19	\$22.63	\$23.08	\$23.77
Driver	\$21.64	\$22.08	\$22.52	\$23.19
Honeywagon Operator	\$21.64	\$22.08	\$22.52	\$23.19
Unit Manager	\$30.30	\$30.91	\$31.53	\$32.47
Assistant Unit Manager	\$21.64	\$22.08	\$22.52	\$23.19
Assistant Location Manager	\$21.64	\$22.08	\$22.52	\$23.19
Location Scout	\$18.40	\$18.77	\$19.14	\$19.72
Production Coordinator	\$29.21	\$29.80	\$30.39	\$31.30

HOURLY WAGES				
CLASSIFICATION	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12	EFFECTIVE 01/01/13
Asst. Prod. Coordinator	\$20.56	\$20.97	\$21.39	\$22.04
All Others *	STN	STN	STN	STN

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\* Including Marine Coordinator, Boat Handlers and Picture Car Handlers.

January 1, 2010

Matthew Loeb, President  
International Alliance of Theatrical Stage Employes  
1430 Broadway, 20th Floor  
New York, NY 10018

Re: Published Sideletter One to 2010-2013 Low Budget Theatrical Agreement

The following is intended to memorialize agreements and understandings reached between the parties to the above-referenced Agreement during the course of negotiations.

#### BASE CAMP POWER & GENERATORS

The parties confirmed that the installation, connection and striking of temporary electric power sources emanating from a location base camp is work within the jurisdiction of the IATSE.

The operation of generators is within the jurisdiction of the IATSE except where another labor organization has established jurisdiction with motion picture producers covering such work. The foregoing is not a staffing requirement.

#### ADDITIONAL CLASSIFICATIONS

The specific inclusion of the publicist, marine coordinator and boat handler classifications shall not be deemed to preclude continuation of the past practice of industry employers in securing such services from third party suppliers and subcontractors, provided however, individuals directly employed to render such services shall be appropriately classified and subject to the Agreement.

#### PROMOTIONAL RIGHTS

The parties confirmed that the rights derived from the services of employees performing their regular duties covered by the Agreement include the right to exploit the proceeds of their

Matthew Loeb  
January 1, 2010  
Page 2

services and their likeness, image or voice in the promotion, marketing or exploitation of the motion picture. The foregoing does not apply when the likeness, image, or voice appear in the motion picture itself.

WORK WEEK SHIFTS

The IATSE will continue its past practice of considering timely requested waivers to permit additional workweek shifts related to a scheduled holiday hiatus and/or travel to or from an overnight production location.

Each party to the 2010-2013 Low Budget Theatrical Agreement hereby confirms its concurrence with the foregoing by its execution of this Sideletter at the place provided below.

Sincerely,

BY: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:  
INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYES

BY: \_\_\_\_\_

January 1, 2010

Matthew Loeb, President  
International Alliance of Theatrical Stage Employes  
1430 Broadway, 20th Floor  
New York, NY 10018

Re: Published Sideletter Two to the  
2010-2013 Low Budget Theatrical Agreement

The following is intended to memorialize the agreement and understanding reached between the parties to the above Agreement during the course of its negotiation.

A Director of Photography (“DP”) and the Producer of the film may request that the DP be permitted to also function as a Camera Operator. Such request must be made in writing during the film’s pre-production and directed to the IATSE with a copy to the appropriate Camera Local. The IATSE shall have the authority to grant such request based upon special needs or extraordinary circumstances.

The agreement of the DP to operate the camera shall not be a condition of the DP’s employment and the DP and Producer shall confirm same in their request.

Each party to the 2010 – 2013 Low Budget Theatrical Agreement hereby confirms its agreement with the foregoing by its execution of this Sideletter at the place provided below.

Sincerely,

BY: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:  
INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYES

BY: \_\_\_\_\_

January 1, 2010

Matthew Loeb, President  
International Alliance of Theatrical Stage Employees  
1430 Broadway, 20th Floor  
New York, NY 10018

Re: Published Sideletter Three to the  
2010-2013 Low Budget Theatrical Agreement

During the course of negotiations for the 2010-2013 Low Budget Theatrical Agreement the parties agreed to include the classifications of Location Managers and Assistant Locations Managers as covered classifications in recognition that the IATSE represents such employees in numerous geographical locations covered by the Agreement. The parties further agreed that such recognition did not extend to geographical areas where another labor organization had established jurisdiction in such areas reflected in agreements with other employers, including but not limited to New York, Los Angeles, Canada, Georgia, New Mexico and Michigan, and did not preclude the employment of Location Managers and Assistant Location managers under such agreements to work in geographical areas where such person, if hired locally, would be subject to the 2010-2013 Low Budget Theatrical Agreement.

Each party to the 2010-2013 Low Budget Theatrical Agreement hereby confirms its concurrence with the foregoing by its execution of the Sideletter at the place provided below.

Sincerely,

BY: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:  
INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES

BY: \_\_\_\_\_

January 1, 2010

Matthew Loeb, President  
International Alliance of Theatrical Stage Employees  
1430 Broadway, 20th Floor  
New York, NY 10018

Re: Published Sideletter Four to the  
2010-2013 Low Budget Theatrical Agreement

The following is intended to memorialize the agreement and understanding reached between the parties to the above Agreement during the course of its negotiation.

The language in Article IX (No Strike, No Lockout) and Article X (Grievance Procedure) which relieves the Union of limitations on its ability to engage in concerted activity and only utilize the grievance procedure in the event an Employer fails to pay wages earned by employees covered by the Agreement or remit required benefit contributions and fails to promptly remedy such material breaches of the Agreement upon demand by the Union is intended to apply when there is a failure to pay the entire IATSE represented crew or a substantial portion thereof or the failure to remit benefit contributions on behalf of the entire IATSE represented crew or a substantial portion thereof and not if such failure is limited to a few employees and is attributable to error, confusion, inadvertence or dispute.

Each party to the 2010 – 2013 Low Budget Theatrical Agreement hereby confirms its agreement with the foregoing by its execution of this Sideletter at the place provided below.

Sincerely,

BY: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:  
INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES

BY: \_\_\_\_\_

IATSE 2010 - 2013  
LOW-BUDGET THEATRICAL AGREEMENT

AGREEMENT OF CONSENT

IT IS AGREED between the undersigned Producer and the International Alliance of Theatrical Stage Employes, Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories and Canada ("IATSE"), as follows:

1. The Producer agrees to be bound to the IATSE 2010-2013 Low Budget Theatrical Agreement ("Agreement"), effective as of the dated shown below.
  
2. This Agreement shall remain in full force and effect until December 31, 2013 This Agreement of Consent shall continue thereafter unless either party shall give written notice to the other of a desire to cancel this Agreement of Consent at least sixty (60) days prior to the termination date of this Agreement, provided, however, that in the event that a successor agreement to the IATSE 2010 -2013 Low Budget Theatrical Agreement or future successor agreements are negotiated thereafter, then the Producer agrees herein to be bound for the new term of such successor agreement. The Producer agrees to be bound by each subsequent successor agreement unless either party provides not less than sixty (60) days written notice of its intent to cancel said agreement prior to its expiration date.

Effective Date: \_\_\_\_\_

ACCEPTED AND AGREED:

\_\_\_\_\_  
IATSE

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date