

**COLLECTIVE AGREEMENT BETWEEN**



International Alliance of Theatrical Stage Employees, Moving Picture Technicians,  
Artists and Allied Crafts of the United States, its Territories and Canada  
Affiliated with the AFL-CIO and CLC



**CFTPA**

*Representing television, film  
and interactive production in Canada*

**ACPFT**

*Porte-parole de l'industrie de la production  
cinématographique, télévisuelle et interactive au Canada*

**January 1, 2010 – December 31, 2012**

**CRAFTSERVICE PROVIDERS  
AND  
HONEYWAGON OPERATORS**

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**LOCAL 411**

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

**HEREINAFTER REFERRED TO AS “THE UNION”  
(on behalf of Craftservice Providers and Honeywagon Operators)**

**-- AND --**

**THE CANADIAN FILM AND TELEVISION PRODUCTION ASSOCIATION  
(CFTPA)**

**HEREINAFTER REFERRED TO AS “THE ASSOCIATION”  
(on its own behalf and behalf of its members)**

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(Production Company)

For the Production currently entitled

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## ARTICLE ONE

### Obligations

- (a) As the Union is a Local of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, nothing in this Agreement shall be construed to interfere with any obligation the Union owes to such International Alliance by reason of prior obligation.
- (b) The terms of this Agreement shall be interpreted with respect to the following further definitions:

**“ASSOCIATION”** means the Canadian Film and Television Production Association (CFTPA) or its successor.

**“CRAFTSERVICE PROVIDER”** means a person engaged by a Producer, and may include a corporation or “loan out company” (as the phrase is used and understood in the motion picture industry) controlled by a Craftservice Provider who is an employee of that corporation, to perform work covered by this Agreement.

**“HONEYWAGON”** is any vehicle containing multiple compartments or units, used either as dressing room(s) or office(s) (whether occupied or not) together with crew washroom facilities (whether contained in the compartments or units, or generally accessible).

**“HONEYWAGON OPERATOR”** means a person engaged by a Producer, and may include a corporation or “loan out company” (as the phrase is used and understood in the motion picture industry) controlled by a Honeywagon Operator who is also an employee of that corporation to perform work covered by this Agreement.

**“MEMBER”** means a Craftservice Provider or a Honeywagon Operator engaged by a signatory Producer under this Agreement.

**“PRODUCER”** means the engager of a Craftservice Provider or a Honeywagon Operator under this Agreement.

- (c) Authorized Representative

The Producer recognizes the right of any duly authorized representative of the Union to have access to the place of work of any individual engaged by the Producer in any category of the bargaining unit as listed in Schedule "A" or "B" of this Agreement. The Union agrees that such access will not be made to interfere with a Member's ability to perform their duties. Prior to arriving at any place of work, the authorized representative shall advise the Producer.

- (d) The Producer further recognizes and agrees that the insignia of the International Alliance is copyrighted and is the sole property of the Alliance. The Producer hereby agrees to display the insignia as herein authorized, unless the Union advises otherwise, on any and all motion picture films or substitutes thereof such as tapes, wires, etc., recorded by any method and produced under the terms and conditions of the Agreement which carry screen or air credit title or titles. Said

insignia is to be clear and distinct, and shall appear on a sufficient number of frames. Displaying the insignia of the International Alliance complies with the requirements of this article.

## **ARTICLE TWO**

### Recognition and Scope of Agreement

- (a) The Association and the Producer recognize the Union as the sole and exclusive bargaining agent for all Craftservice Providers and Honeywagon Operators and any other classification as contained in Schedule "A" and Schedule "B" of this Agreement.
- (b) The Association and the Producer recognize the Union's jurisdiction and the job classifications set out in Schedule "A" and Schedule "B" of this Agreement and agrees not to directly or indirectly change, delete, alter or amend the job, transfer the job function, or establish a new job classification without the written consent of the Union.
- (c) The Union recognizes the Association as the sole and exclusive bargaining agent and representative of its members and/or those listed in Schedule "G" with respect to the work covered by this Agreement.
- (d) The Association and the Union recognize that any Producer who subsequently wishes to become bound to this Agreement must sign the Bargaining Authorization and Voluntary Recognition Agreement contained in Schedule "D". A copy of each Bargaining Authorization and Voluntary Recognition Agreement shall be forwarded to the CFTPA upon execution by the Union.

It is agreed that by signing this Bargaining Authorization and Voluntary Recognition Agreement the Producer is only obligated to engage those Craftservice Providers and/or Honeywagon Operators as are required by production. For greater clarity, a production that requires neither Craftservice Providers nor Honeywagon Operators shall not be obligated to engage same.

- (e) Except by prior agreement with the Association, the Union shall not enter into any Agreement for the work covered by this Agreement with any Producer at rates or terms in whole or in part which are as favourable or more favourable to such Producer than those set forth in this Agreement.
- (f) No Member shall be transferred to another bargaining unit without the Member and the Union's consent.
- (g) It shall not be a violation of this Agreement, and it shall not be cause for dismissal or disciplinary action in the event that a Member refuses to enter upon any property involved in a labour dispute, or refuses to go through or work behind a picket line, including a picket line at the Producer's place of business and/or shooting location.

- (h) The Producer agrees that it will not lock out any Member during the term of this Agreement. The Union agrees not to initiate any strike, work stoppage or slow down, during the term of this Agreement, except in the case of the Producer's failure to sign a Bargaining Authorization and Voluntary Recognition Agreement or post security against wages in accordance with Article 12 (a) or (b).
- (i) The Producer shall maintain the legal status of the Producer and shall not permit same to be liquidated, wound down or dissolved until all of the Producer's obligations under this Agreement have been fully and finally performed and satisfied.
- (j) If there is a change in the Producer's name, the Producer and/or the Association agrees to notify the Union, in writing, immediately.

### **ARTICLE THREE**

#### **Producer Rights**

The Union acknowledges that it is the exclusive function and right of the Producer to:

- i) Operate and manage its business in all respects except where any right to do so has been specifically restricted by the terms of this Agreement;
- ii) Maintain order, discipline and efficiency of the operation;
- iii) Make, from time to time, reasonable rules and regulations to be observed by Members covered by the terms of this Agreement, provided that such rules and regulations are not inconsistent with this Agreement;
- iv) Schedule production, direct the workforce, engage, layoff, and with just cause, discipline or discharge a Member subject to the terms and conditions of the grievance and arbitration procedures set out in Article 18.

### **ARTICLE FOUR**

#### **Jurisdiction and Division of Work**

- (a) (i) The Association and the Producer agree that the Producer shall not contract or sub-contract any bargaining unit work except to anyone or any entity bound to this Agreement. No person outside the bargaining unit shall perform bargaining unit work.
- (ii) Nothing in this Agreement will preclude the owner of the Craftservice company or Honeywagon company from performing bargaining unit work.
- (b) It will not be considered a violation of this Agreement for Members to refuse to work with other persons working within the jurisdiction of the Union who are not

Members or authorized individuals. The Union recognizes that Members of the bargaining unit are required and shall not refuse to perform their duties in accordance with this Agreement wherever signed and regardless of other Union agreements in effect.

## **ARTICLE FIVE**

### **Individual Contracts of Engagement**

- (a) This Agreement stipulates the minimum rates, terms and conditions and no individual contract of engagement shall be at lesser rates, terms and conditions. Nothing in this Agreement shall prevent any Member from negotiating and obtaining from the Producer, better rates, conditions, and/or terms of engagement than those provided herein, which shall form part of and are enforceable pursuant to this Agreement.
- (b) Immediately upon completion and execution of an individual contract of engagement, a copy of such shall be forwarded by the Producer to the Union.
- (c) The wording "subject to a signed I.A.T.S.E. Local 411 Collective Agreement" must be clearly stated on each individual contract of engagement.
- (d) The granting to any Member of better rates, conditions and/or terms than those provided herein, shall not be construed in any manner as a precedent for granting similar rates, conditions and/or terms to other individuals.

## **ARTICLE SIX**

### **Union Personnel**

- (a) The Association and Producer agree that the Producer shall engage only qualified and appropriately accredited Members in good standing with the Union, and for the purposes of this Agreement, written permission from the Union for the engagement of an individual who is not a member of the Union shall also constitute good standing with the Union. Failure to show good standing with the Union shall be sufficient reason and just cause for dismissal.
- (b) It shall not be a breach of this Agreement for any Member to refuse to work with a non-union person or person not engaged in accordance with Article 6 of this Agreement.
- (c) Notwithstanding any provisions in this Agreement or any individual engagement contract signed by a Member, the Producer agrees that no Member shall be required to start work prior to the Producer becoming signatory to this Agreement, and the posting of a security against wages, as outlined in Article 12.

- (d) Before any Member is engaged under this Agreement, the Producer shall provide the Union with a copy of a completed and signed Schedule "E" confirming the budget tier for the applicable production.
- (e) The Union shall provide the Producer with a list of qualified Craftservice Providers and Honeywagon Operators.
- (f) Each Member engaged by the Producer shall provide, upon request by the Producer, a copy of their valid driver's license, driver's abstract, Food Handler's Certificate (in the case of Craftservice Providers) and any other applicable license prior to the commencement of work. A copy of each of the above items shall also be provided to the Union on an annual basis.
- (g) Any Member engaged will provide any required information and sign any required documents with respect to any governmental agency (e.g. WSIB, EIC, CCRA, etc.) within twenty-four (24) hours of being engaged and as requested by the Producer.
- (h) The Producer shall deduct from each Member's pay cheque an amount for Union dues (the amount of which the Producer shall be notified in writing by the Union from time to time), which shall be forwarded to the Union no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which such deductions were made, together with the names of the Members on whose behalf the deductions were made, the amount of such deductions, and the basis for the calculation of such deductions.

## **ARTICLE SEVEN**

### Hours of Work and Work Week

- (a) The normal week shall consist of seven (7) days, the first five (5) being work days, the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days normally being days off.
- (b) Shifting the Work Week

Once every four (4) weeks, or more frequently when agreed by the Union and the Producer, the Producer may shift a Member's work week, without incurring extra costs, by doing either of the following:

- (i) shift the work week forward by one (1) or two (2) days by adding one (1) or two (2) days off consecutive with the seventh (7<sup>th</sup>) day off of the regular work week, provided that each additional day off shall include an additional twenty-four (24) hour rest period. If work is performed on any of the additional days off, the rate of pay shall be that of a seventh (7<sup>th</sup>) day of work.
- (ii) shift the work week back by one (1) day, by changing the seventh (7<sup>th</sup>) day of the regular work week to the first (1) day of the shifted work week, provided that the sixth (6<sup>th</sup>) day of the regular work

week is a day off and provided that a thirty-four (34) hour rest period applies. If work is performed on the day off, the rate of pay shall be that of a seventh (7<sup>th</sup>) day of work.

Members shall be given three (3) calendar days' notice of the shift. In no event may the Producer shift the work week to avoid paying for an unworked holiday.

The work week during pre-production may be different than the work week of production. The change in work week from pre-production to production shall not be considered a shift. However, it is agreed and understood that there shall be a minimum of one (1) day off between pre-production and production. The rest period for this day off shall be thirty-four (34) consecutive hours free from work. If work is performed on that day, the rate of pay shall be that of a seventh (7<sup>th</sup>) day of work.

(c) Hiatus Periods

The Producer may schedule hiatus periods provided that such hiatus is not longer than twenty-one (21) calendar days and provided that both the Member and the Union have received written notice not less than fourteen (14) calendar days prior to the commencement of such a hiatus period.

## ARTICLE EIGHT

### Overtime Hours and Other Non-Regular Hour Premiums

- (a) Work performed in excess of the normal work day shall be paid as overtime as set out in Schedule "A" and "B".
- (b) A Member who is required to work on his/her sixth (6<sup>th</sup>) consecutive day of the work week shall be paid at a premium, which shall be one and one-half (1½) times one-fifth (1/5<sup>th</sup>) of the weekly rate, as set out in Schedule "A" and "B".
- (c) A Member who is required to work on his/her seventh (7<sup>th</sup>) consecutive day of the work week shall be paid at a premium, which shall be two (2) times one-fifth (1/5<sup>th</sup>) of the weekly rate, as set out in Schedule "A" and "B".
- (d) Encroachment of a Member's rest period/turnaround, as defined in Schedule "A" and "B", shall be paid at the rate of two (2) times the daily pro-rated hourly rate.
- (e) The Producer shall only be obligated to pay premium pay where the Producer or its duly authorized representative grants prior approval for the performance of the work which attracts the premium pay.
- (f) In no case shall payments made to a Member exceed three (3) times the applicable pro-rated basic hourly rate.
- (g) All premium payments shall be calculated in six (6) minute increments.

## ARTICLE NINE

### Location Boundaries

The studio zone, with respect to Members working under this Agreement, shall be the same as applicable to technicians, who represent such positions as gaffers, grips, etc., and who are engaged on the production.

## ARTICLE TEN

### Holidays

- (a) The following days are recognized as paid Statutory Holiday days off and, as such, there shall be no deduction from the weekly rate:
- |               |                  |               |
|---------------|------------------|---------------|
| New Years Day | Family Day       | Good Friday   |
| Victoria Day  | Canada Day       | Civic Holiday |
| Labour Day    | Thanksgiving Day | Christmas Day |
| Boxing Day    |                  |               |
- (b) Any Member who is required to work on a Statutory Holiday (including travel) or a day scheduled as such pursuant to Article 10(e) shall be paid an additional one-fifth (1/5<sup>th</sup>) of the weekly rate and shall be limited to those weekly Craftservice Providers and/or Honeywagon Operators who work the regularly scheduled day before and the regularly scheduled day after the Holiday.
- (c) When a Statutory or Proclaimed Holiday falls on a Member's normal day off, generally free from work, the next regular work day shall be deemed to be the Holiday and subject to payment for work as stated in Article 10(b) above.
- (d) It shall not be a violation of this Agreement, and it shall not be a cause for dismissal or disciplinary action in the event a Member refuses, does not wish, or is unable to work, for any reason, on a Statutory Holiday.
- (e) The Producer shall have the discretion to schedule a Statutory Holiday so that it is taken immediately before or immediately following other rest days.
- (f) Holidays falling during a hiatus period shall not be compensated by the Producer however the Producer shall not schedule a hiatus of less than one (1) week for the specific purposes of avoiding the Holiday.
- (g) A Member engaged on a daily basis shall not be compensated for Holidays not worked.

## ARTICLE ELEVEN

### Remittances and Deductions

In addition to the remuneration payable under this Agreement, the Producer shall:

- (a) Pay to each Member an amount equal to four percent (4%) of their total wages as vacation pay. Such payments shall be paid weekly with regular remuneration.
- (b) Pay on behalf of each Member an amount equal to two and one-half percent (2½%) of their total wages as retirement benefits. The Producer shall forward this payment directly to the Union on a monthly basis with a complete remittance breakdown.
- (c) Deduct from each Member an amount equal to two and one-half percent (2½%) of their total wages as retirement benefits. The Producer shall forward this deduction directly to the Union on a monthly basis with a complete remittance breakdown.
- (d) Pay to the Trustees of the IATSE Local 411 Health and Welfare Trust an amount, based on the tier level of the production as set out in the summary chart below, of each Member's total wages, as health and welfare benefits. The Producer shall forward this payment directly to the Trustees on a monthly basis with a complete remittance breakdown.
- (e) Pay to the Association, an amount not to exceed one and a half percent (1.5%) of each Member's total wages to a maximum of one thousand dollars (\$1,000) per feature, MOW or pilot and two thousand five hundred dollars (\$2,500) per mini-series production or per cycle of a series, plus GST, as an Association levy. The Producer shall forward this payment directly to the Association prior to the completion of the production.
- (f) The Producer shall make all contributions and withholdings as required by law.

Summary of remittances pursuant to Article 11 (a), (b) and (d):

<b>Tier</b>	<b>Vacation Pay</b>	<b>Health and Welfare</b>	<b>Retirement</b>	<b>Total</b>
<b>A</b>	4%	6%	2.5%	12.5%
<b>B</b>	4%	5.5%	2.5%	12%
<b>C</b>	4%	5%	2.5%	11.5%
<b>D</b>	4%	5%	2.5%	11.5%
<b>E</b>	4%	4.5%	2.5%	11%
<b>F</b>	4%	4.5%	2.5%	11%

## **ARTICLE TWELVE**

### **Security for Wages**

- (a) As security against wages, the Producer shall provide the Union with an amount not more than the equivalent of two (2) weeks' payroll for Members engaged within the categories listed in Schedule "A" and "B" herein. The Union shall hold such monies in an interest-bearing security or account for the duration of the production. Such guarantee shall remain in place until the Producer has fulfilled all financial liabilities to the Union and its members. The Union shall return such guarantee or any unclaimed portion thereof (including accrued interest), within two (2) weeks of the Producer satisfying all of the obligations of this Agreement, including the settlement of any outstanding grievances.

Should an arbitrator find that the Producer has breached this Agreement the Union may apply the amount of the above guarantee (including accrued interest) towards any monies that the arbitrator determines are owing to a Member and/or the Union.

- (b) Notwithstanding (a) above, as security against wages, Producers listed in Schedule "H" may provide the Union with a corporate letter of guarantee in the form provided in Schedule "F" on a production by production basis. Upon thirty (30) days' notice to a specific Producer and the Association, with reason given, the Union may at its sole discretion, remove such Producer from Schedule "H". Throughout the life of this agreement the Union and the Association may agree to add Producers to Schedule "H".

## **ARTICLE THIRTEEN**

### **Remuneration and Payment of Wages**

- (a) The Producer agrees to pay each Member remuneration at rates not less than the minimums set out in Schedule "A" and "B" of this Agreement.
- (b) Payment for work performed and any other payments or considerations shall be paid on the fourth (4<sup>th</sup>) work day of the following week, at or before 4:00 p.m. (16:00 hours) for work performed the week ending the seventh (7<sup>th</sup>) day midnight (24:00 hours). The Producer shall affix a copy of the Member's time sheet to the pay cheque, showing earnings in detail. Copies of said time sheets shall be provided to the Union upon request.
- (c) In the event of late payment by the Producer of more than seven (7) days, an additional payment of one percent (1%) per day of the gross wages for that week shall be paid to the Member and such payment shall be added to the next week's wages or, if none, by a separate cheque.
- (d) In the event of non-payment of wages of more than seven (7) days or other monies due to the Member or the Union, the Union and its Members are under no

obligation to continue to provide services to the Producer and the Union is under no obligation to avert any work stoppage.

## **ARTICLE FOURTEEN**

### Travel and Accommodation

- (a) Travel and accommodation will be provided to a Member engaged under this Agreement in the same manner as applicable to technicians, who represent such positions as gaffers, grips and etc., and who are engaged on the production.
- (b) Per diem meal allowances shall be paid in the same manner as applicable to technicians who represent such positions as gaffers, grips, etc. and who are engaged on the production.
- (c) When overnight accommodations are arranged, personal health issues shall be reasonably accommodated.
- (d) Should the Producer enter into a variance with the applicable technicians union on terms and conditions effecting travel and accommodation, the Union shall be provided with notice, in writing, by the Producer, upon finalizing such agreement.

## **ARTICLE FIFTEEN**

### Insurance

- (a) The Producer agrees to bring all Members supplied by the Union under the terms of the Workplace Safety Insurance Board and proof thereof shall be provided to the Union before any Member commences work.
- (b) When a Member is required to travel to a distant location, each Member shall be insured by the Producer for the duration of the travel, including the return trip, for the sum of one hundred thousand dollars (\$100,000).

## **ARTICLE SIXTEEN**

### Cancellation of Calls

The Producer may cancel calls for a Member up to 6:00 p.m. (18:00 hours) prior to the starting time of the call. In the event that such a notice is not given, the Producer shall pay the Member one (1) day's pay at the basic rate.

## **ARTICLE SEVENTEEN**

### Discipline, Lay-off and Dismissal

- (a) Any notice of lay-off of a Member engaged on a weekly basis shall be given in writing not later than noon (12:00 hours) on the first (1<sup>st</sup>) day of the work week, and failure by the Producer to give such notice of discharge shall entitle the Member to one (1) additional week's salary in lieu thereof. In turn, a Member engaged on a weekly basis shall give the Producer one (1) week's notice of resignation.
- (b) There shall be a three (3) day probationary period for each Member, during which the Producer, in its sole discretion, may lay-off the Member without further payments or obligations.
- (c) A Member may be disciplined and/or dismissed only for just cause. The parties agree that the principles of progressive discipline will be applied in appropriate circumstances. The Producer agrees to provide the Union with a copy of written reprimands and/or a written notice of discipline which exceeds a written reprimand in severity, including dismissal.

## **ARTICLE EIGHTEEN**

### Settlement of Disputes

- (a) The Union acknowledges the principle of "work now and grieve later" and as such, the existence of a grievance or dispute will not disrupt production, subject to a Member's lawful right to refuse work.
- (b) In the event that any grievance or dispute should arise between the Association and the Union, or between the Producer and the Union or between the Producer and any Member under this Agreement, concerning the interpretation or violation of this Agreement, it shall be considered a grievance and shall be settled in accordance with the following procedures. The grieving party shall have thirty (30) days from the date on which the party becomes aware, or ought to have become aware, of the act or omission giving rise to the dispute to initiate a grievance. In order to be deemed a grievance, the dispute must be in submitted in writing to the other parties within the allotted thirty (30) day time period.
- (c) The grievance shall be discussed by the Producer, or the Producer's duly authorized representative, the Association and a representative of the Union within five (5) working days after the grievance has been brought to the attention of the Producer. When any Member is called upon to attend a meeting endeavouring to settle such dispute or disagreement, it is understood that during this period the Member will not suffer the loss of his/her normal wage.
- (d) In the event that the representative of the Producer and/or the Association and the Union cannot reach an agreement, the dispute may, by written notice of

any party to the other party, be submitted to final and binding arbitration. Such notice must be made within ten (10) days (or in the case of payroll disputes within ninety (90) days) of the meeting provided for in Step 1, or the matter shall be considered resolved. The parties, who shall include the Association, the Producer and the Union, shall within ten (10) days of the sending of the notice requesting arbitration select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within these ten (10) days, the Ontario Minister of Labour shall be requested to appoint the arbitrator.

The cost and / or expenses of the arbitrator shall be borne equally by the Producer or Association and the Union, except that no party shall be obligated to pay the cost of a stenographic transcript without express consent of the other party.

The final written decision or award of the arbitrator shall be made as soon as practicable after submission of the grievance or dispute to him/her. The parties agree that such final decision or award shall be binding on each of the parties to this Agreement, and they will comply within five (5) days of the arbitration award subject to such decisions, rules or regulations as any Provincial Agency having jurisdiction may impose.

In no event shall the arbitrator modify or amend any provision of this Agreement. In determining any grievance arising out of discharge or other discipline, the arbitrator may dispose of the claim by affirming the Producer's actions and dismissing the grievance or by setting aside the disciplinary action involved with or without compensation and such other manner as may in the opinion of the arbitrator be justified.

- (e) If either the Union or Association considers that this Agreement is being misunderstood, misinterpreted or violated in any respect by the other party, the matter will be put in the form of a policy grievance and discussed between representatives of the Association and the Union. If not satisfactorily settled within thirty (30) days of the matter first coming to the attention of the aggrieved party, either party may refer the matter to arbitration as a policy grievance in accordance with Article 18 (d). A matter not referred to arbitration in this time shall be considered resolved.
- (f) Any time limits prescribed in Article 18 may be extended by mutual agreement of the parties to the grievance.

## **ARTICLE NINETEEN**

### Health and Safety

- (a) The Producer, the Member and the Union shall comply with all obligations under the *Occupational Health and Safety Act*.

- (b) Washroom and toilet facilities shall be provided by the Producer at all workplaces and shall be maintained on a standard at least equal to the standards required by any applicable legislation or regulation.
- (c) Any Member unable to complete their minimum daily call because of an injury sustained on the job, shall be paid the minimum daily call.

## **ARTICLE TWENTY**

### Employee Indemnification

The Producer hereby releases and forever discharges, and agrees to defend, indemnify and save harmless any Member (including persons engaged through a loan-out company), and in the event of such Member's death, the Member's heirs and executors, against any and all losses, claims, damages, actions, causes of action, liabilities and necessary costs, including legal fees, incurred during the effective dates of this Agreement and in the course of performance of the Member's duties performed within the scope of the Member's engagement for the Producer that resulted in contractual liability for such Member or in bodily injury or property damage suffered by any person subject to the following conditions:

- (a) This Article does not apply to grossly negligent conduct by the Member.
- (b) The Member shall co-operate fully in the defense of the claim or action, including, but not limited to, providing notice to the Producer within five (5) business days upon becoming aware of any claim or litigation, attending hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

## **ARTICLE TWENTY – ONE**

### Communications

Communications directed to any party are to be addressed to the addresses shown at the end of this Agreement and the parties will keep each other informed of any changes in address. Unless the Union is advised in writing of a change of address, any communication of any legal proceedings on the address indicated at the end of this Agreement or on the Bargaining Authorization and Voluntary Recognition Agreement shall be good and valid service.

## **ARTICLE TWENTY- TWO**

### Intent of Agreement

It is the purpose of this Agreement to set forth conditions of engagement to be observed between the parties and to provide a procedure for prompt and equitable adjustment of

grievances in order that there will be no impeding of work, work stoppages or strikes, or other interference with productions and company facilities during the life of this Agreement.

It is the further intent of this Agreement to facilitate harmonious relations between the Union, Member, the Producer and the Association and to this end the Agreement is signed in good faith by the parties. This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, receivers, successors and assigns.

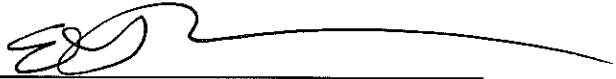
### ARTICLE TWENTY- THREE

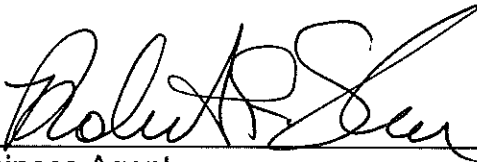
#### Term

The Agreement shall come into effect January 1, 2010 and shall expire on December 31, 2012, and it shall be automatically renewed from year to year thereafter unless written notice of intention to bargain or amend is given to the other party, within ninety (90) days of the expiry date of the Agreement (or its anniversary).

#### SIGNED BY THE UNION


Local 411 of the International Alliance of  
Theatrical Stage Employees,  
Moving Picture Technicians,  
Artists and Allied Crafts  
of the United States, its Territories  
and Canada (I.A.T.S.E. Local 411)  
1315 Lawrence Avenue East  
Suite 103  
Toronto, Ontario  
M3A 3R3

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Business Agent

#### SIGNED BY THE ASSOCIATION

Canadian Film and Television  
Production Association (CFTPA)  
160 John Street, 5<sup>th</sup> floor  
Toronto, Ontario  
M5V 2E5

  
\_\_\_\_\_  
National Executive Vice President and  
Counsel

# LETTER OF AGREEMENT

**BETWEEN:**

**LOCAL 411**  
**OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING**  
**PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS**  
**OF THE UNITED STATES, ITS TERRITORIES AND CANADA**  
(hereinafter referred to as "the Union")

-- AND --

**CANADIAN FILM AND TELEVISION PRODUCTION ASSOCIATION**  
(hereinafter referred to as "CFTPA")

The parties confirm the following understanding with respect to Article A2.04 of the 2010-2012 IATSE Local 411 / CFTPA Collective Agreement:

- 1) All daily calls will be dispatched in the following manner: the first daily Craftservice Provider engaged shall be name selected by the Producer; should a second daily Craftservice Provider be required, they shall be dispatched by the Union on the rotating surname basis; should a third daily Craftservice Provider be required, they shall be name selected by the Producer. This pattern shall continue until all daily Craftservice Providers required by production are engaged.

With respect to the rotating surname basis, the Union will dispatch qualified and available Craftservice Providers by going through the list of Craftservice Providers who make themselves available to the Union each day in advance of work. Consistent with the pattern noted above, the call stewards will place the day's daily calls by starting with the surname that alphabetically follows the last daily call placed in this manner on the previous day. This process will continually cycle through the list alphabetically. Should a Craftservice member not be available or eligible for engagement the call steward system will carry on to the next name on the list.

- 2) At the request of either party, the Union and the CFTPA will meet to review the call steward system.
- 3) No changes or modifications will be made to the call steward system without prior notice and approval of the CFTPA.
- 4) The Union will maintain a fair and equitable dispatch of Craftservice Providers to all Producers, regardless of technical union affiliation.
- 5) In no way will the call system follow a seniority based system, as defined in the film and television industry, nor will seniority in any way be a factor in the call steward system.

**IN WITNESS WHEREOF** the Parties have entered into this agreement on this 14 day of December, 2009.

IATSE Local 411

  
Business Agent

CFTPA

  
National Executive Vice-President  
& Counsel

## **SCHEDULE “A”**

The terms and conditions outlined in this Schedule “A” are applicable only to Craftservice Providers engaged by the Producer under this Agreement. These terms and conditions may be in addition to terms and conditions outlined in the main body of this Agreement. If there is a conflict between a term or condition in this Schedule “A” and a term or condition in the main body of the Agreement, then the term or condition in the Schedule shall prevail.

### **Article A1 JOB DESCRIPTION**

As directed by the Producer, or the Producer’s duly authorized representative, the Craftservice Provider shall maintain the Craftservice truck, as well as set up and maintain a Craftservice station on or near the shooting set. From the craft truck and on-set station, the Craftservice Provider will provide the shooting crew and cast with items as approved by the Producer or their duly authorized representative. The Craftservice Provider will provide to cast or crew members, in a timely manner, appropriate items in accordance with other applicable union contracts. The Craftservice Provider is responsible for ensuring that approved stock items are available and replenished as required and shall shop or direct the purchase of approved stock items under the direction of the Producer or their duly authorized representative. The Craftservice Provider shall report significant stock discrepancies to the Producer immediately. When required, the Craftservice Provider shall operate and drive the Craftservice truck as directed by the Producer. The Craftservice Provider will maintain both truck, and station in a sanitary manner, meeting or surpassing any Federal, Provincial or Municipal standards. Each Craftservice Provider engaged must possess a valid and current Food Handler’s Certificate from an accredited Safe Food Handling Program and any relevant licenses and/or certificates that may be required by laws established at the location(s) the production is operating.

### **Article A2 CRAFTSERVICE PROVIDER PERSONNEL**

- A2.01 The number of Craftservice Providers engaged on a production shall be determined by the Producer in consultation with the weekly Craftservice Provider(s) engaged by the production. Such determination shall be based on the production schedule, crew size, shooting location, movement of the craft truck and any other factors deemed necessary by the Producer.
- A2.02 In those circumstances where there are three (3) or more Craftservice Providers engaged on a production, the first (1<sup>st</sup>) weekly Craftservice Provider engaged shall be appointed, by the Producer or the Producer’s duly authorized representative, as the Key.
- A2.03 In the event that the Producer is unable to find an acceptable Craftservice Provider who is a member of the Union to fill any position, as determined in its

sole discretion, the Producer shall make such other arrangements provided the Producer informs the Union of its actions and makes all contributions, deductions and payments as required under this Collective Agreement for such Craftservice Provider.

A2.04 If a Craftservice Provider is required for a daily call, the Producer shall call the Union office to furnish such Craftservice Provider via the Local 411 call steward service. Only when the Union is unable to furnish such Craftservice Provider may the Producer make other arrangements for engaging an individual and only if the Producer:

- (i) Informs the Union of its actions in writing no less than twenty-four (24) hours after any such individual commences work;
- (ii) Makes all contributions, deductions and payments required under this Collective Agreement for such individual, effective from their date of engagement;

A2.05 In any event, any Craftservice Provider engaged under this Agreement, who is not already a Union member, must become a Union member within fifteen (15) days, of such engagement. The Union shall accept such individual as a member.

A2.06 The Union and its Craftservice Provider members agree to regularly update the availability list of those Craftservice Providers who are available and qualified to accept an engagement. A Craftservice Provider who fails to notify the Union of any change in their availability status will be subjected to discipline pursuant to the Local's constitution and bylaws. The Union agrees to actively ensure that the availability list remains up to date.

A2.07 If a daily Craftservice Provider is engaged for five (5) days on the same production, such Craftservice Provider shall be retroactively deemed to be a weekly Craftservice Provider and paid accordingly except where such daily Craftservice Provider is primarily engaged to service background performers.

A2.08 A daily Craftservice Provider not engaged primarily to service background performers shall be paid one-fifth (1/5<sup>th</sup>) of the applicable weekly rate per day.

A2.09 A daily Craftservice Provider engaged primarily to service background performers shall be paid at the rate set out in Article A5.

A2.10 A daily Craftservice Provider working as a replacement for a weekly Craftservice Provider shall be paid at the same rate as the Craftservice Provider being replaced.

A2.11 A production may not call in a replacement Craftservice Provider in order to avoid a Craftservice Provider being deemed a weekly Craftservice Provider.

**Article A3**  
**CRAFTSERVICE PROVIDER HOURS OF WORK**

A3.01 The normal working day shall be up to fourteen (14) consecutive hours of work inclusive of meal breaks. The Craftservice Provider shall be paid for all time worked from the time they report as and wherever directed, until they are released from work. For greater clarity, a Craftservice Provider who is requested by the Producer to pick up and drive a vehicle to a location shall be paid from the time they pick up the vehicle to the time they return the vehicle.

A3.02 Overtime

Work during the fifteenth (15<sup>th</sup>) and sixteenth (16<sup>th</sup>) hour shall be paid at one and a half (1½) times the applicable pro-rated daily rate (i.e. contracted daily rate / 14 hours x 1.5). Work after the sixteenth (16<sup>th</sup>) hour shall be paid at two (2) times the applicable pro-rated daily rate (i.e. contracted daily rate / 14 hours x 2).

A3.03 Turnaround

The Craftservice Provider shall be given at least eight (8) hours off between the conclusion of one (1) shift and the commencement of their next shift ("turnaround"). Also, a Craftservice Provider shall be given at least forty-eight (48) hours off as weekend turnaround, based on a five (5) day work week.

A3.04 (i) Regulatory Compliance

Before a Craftservice Provider is directed to move or drive a Craftservice or production vehicle and after the Craftservice Provider has been on duty in excess of the time permitted under the *Ontario Highway Traffic Act* regulations, an additional Craftservice Provider shall be called, via the Local 411 call steward system, for a six (6) hour call. Such Craftservice Provider shall be paid one half (½) of one fifth (1/5<sup>th</sup>) the applicable weekly rate per day if required to work six (6) hours or less. In the event the Craftservice Provider is required to work more than six (6) hours, the Craftservice Provider will be paid one fifth (1/5<sup>th</sup>) the applicable Craftservice Provider weekly rate per day. This Craftservice Provider shall have access to any transportation already provided to and from the location.

(ii) Additional Duties

In a manner consistent with past practice, the Producer may elect to call, via the Local 411 Call Steward system, a Craftservice Provider for a six (6) hour call for increased numbers of background performers. When called to work in the case of background performers, the Craftservice Provider may be called to start work in advance of the majority of background performers' call time and the Craftservice Provider may be dismissed at wrap of the majority of background performers. Such Craftservice Provider shall be paid one half (½) of one fifth (1/5<sup>th</sup>) the applicable weekly rate per day if required to work six (6) hours or less. If the event the Craftservice Provider is required to work more than six (6) hours, the Craftservice Provider will be paid one fifth (1/5<sup>th</sup>) the applicable Craftservice Provider weekly rate per day.

With respect to either Article A3.04 (i) or (ii) above, it is not the intent of the parties to regularly schedule a six (6) hour call. Additionally, these Craftservice Providers may perform duties which are incidental to the purpose of their original call.

A3.05 Where more than one (1) Craftservice Provider is engaged, provided that at least one (1) of the Craftservice Providers who worked the previous five (5) days works the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day, the Producer in consultation with the Craftservice Provider shall determine which Craftservice Provider, if any at all, works the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day.

A3.06 Where a Craftservice Provider is required to prepare a “second meal” (also known as a “second substantial”, a “walking wrap” or a “courtesy meal”) during their shift, they will be paid an additional twenty-five dollars (\$25.00).

A3.07 Where a Craftservice Provider is required, by the Producer, or the Producer’s duly authorized representative, to perform weekend cleaning, restocking, shopping, and the purchase-preparation of perishable foods for the ensuing week shall be paid at a minimum of four (4) hours the rate of one and one-half (1½) times on the sixth (6<sup>th</sup>) day of a five (5) day work week and at a minimum of four (4) hours at double time (2x) on the seventh (7<sup>th</sup>) day of a six (6) day work week. Any hours actually worked in excess of the four (4) hour minimum shall be paid at the applicable premium for either the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day, as the case may be. For greater clarity, work performed under this article, A3.07, does not trigger encroachment on those weekend turnaround periods identified in article A3.03 above.

#### **Article A4** **CRAFTSERVICE PROVIDER MEALS**

A4.01 (a) A Craftservice Provider is to receive a sixty (60) minute meal period, which shall be taken together, where possible, with the shooting crew or transportation and is included in the paid consecutive hours of work as provided for in Article A3.01. In no event shall the meal period be less than thirty (30) minutes.

(b) Second and subsequent meal periods shall be no less than thirty (30) and no more than sixty (60) minutes in duration, taken together, where possible, with the shooting crew or transportation.

**Article A5**  
**CRAFTSERVICE PROVIDER MINIMUM RATES**

Minimum Rates January 1, 2010 – December 31, 2010

<b>Tier</b>	<b>Weekly Rate</b>	<b>Daily Rate (1/5<sup>th</sup> weekly rate) per Article A2.08</b>	<b>Daily Rate as per Article A2.09</b>	<b>Half Day Rate, per Article A3.04 (i) and (ii)</b>
A	1369.28	273.85	212.24	136.93
B	1307.04	261.41	212.24	130.70
C	1257.24	251.45	191.02	125.72
D	1202.58	240.52	185.71	120.23
E	1093.26	218.65	180.41	109.33
F	Negotiable	Negotiable	Negotiable	Negotiable

Minimum Rates January 1, 2011 – December 31, 2011

<b>Tier</b>	<b>Weekly Rate</b>	<b>Daily Rate (1/5<sup>th</sup> weekly rate) per Article A2.08</b>	<b>Daily Rate as per Article A2.09</b>	<b>Half Day Rate, per Article A3.04 (i) and (ii)</b>
A	1396.66	279.33	216.48	139.67
B	1333.18	266.64	216.48	133.32
C	1282.38	256.48	194.84	128.24
D	1226.63	245.33	189.42	122.67
E	1115.13	223.03	184.02	111.52
F	Negotiable	Negotiable	Negotiable	Negotiable

Minimum Rates January 1, 2012 – December 31, 2012

<b>Tier</b>	<b>Weekly Rate</b>	<b>Daily Rate (1/5<sup>th</sup> weekly rate) per Article A2.08</b>	<b>Daily Rate as per Article A2.09</b>	<b>Half Day Rate, per Article A3.04 (i) and (ii)</b>
A	1424.59	284.92	220.81	142.46
B	1359.84	271.97	220.81	135.99
C	1308.03	261.61	198.74	130.81
D	1251.16	250.23	193.21	125.12
E	1137.43	227.49	187.70	113.75
F	Negotiable	Negotiable	Negotiable	Negotiable

## **SCHEDULE “B”**

The terms and conditions outlined in this Schedule “B” are applicable only to Honeywagon Operators engaged by the Producer under this Agreement. These terms and conditions may be in addition to terms and conditions outlined in the main body of this Agreement. If there is a conflict between a term or condition in this Schedule “B” and a term or condition in the main body of the Agreement, then the term or condition in the Schedule shall prevail.

### **Article B1 JOB DESCRIPTION**

As directed by the Producer or the Producer’s duly authorized representative, the Honeywagon Operator is solely responsible for the daily operation of the Honeywagon vehicle during the course of production. The Honeywagon Operator’s responsibilities shall include, but not be limited to: driving the vehicle to and from all locations or work sites; cleaning the vehicle inside and liaising with the transport department for any external cleaning; observing all regulated safety requirements pertaining to the vehicle; maintenance and ensuring the proper servicing of the vehicle as required or as directed; complete vehicle inspection prior to and after location moves; any seasonal weather maintenance or care and liaising with the production for additional duties or scheduling; and any other duties with respect to the Honeywagon that may be assigned from time to time by the Producer or the Producer’s duly authorized representative.

The Honeywagon Operator shall be responsible for the cleaning and maintenance of all dressing rooms, offices and washroom facilities on the Honeywagon vehicle. The Honeywagon Operator will also ensure all facilities have adequate supplies and if running low on supplies will notify the Producer or the Producer’s duly authorized representative to have supplies purchased or seek permission to leave set to purchase required items.

The maintenance and servicing of the vehicle shall include but not be limited to: checking all heating and air conditioning systems for functionality, ensuring all water, propane, gas, tire air are at acceptable or above levels, that all systems are working in the appropriate manner. The Honeywagon Operator will liaise with the Producer or the Producer’s duly authorized representative regarding any maintenance or servicing that is required that may interfere with the running of the vehicle during production.

Seasonal requirements refer to any weather related maintenance on the vehicle i.e. to clear snow or ice from the vehicle, steps, ensuring heat/air work as required and follow the appropriate safety guidelines.

The Honeywagon Operator shall observe all Ministry of Labour and Ministry of Transportation guidelines pertaining to safety requirements and operation of the vehicle. The Honeywagon Operator will maintain all relevant logs and trucking checklists regarding the vehicle as required. Each Honeywagon Operator engaged must possess a valid and current driver’s license applicable to the honeywagon and any relevant

licenses and/or certificates that may be required by laws established at the location(s) the production is operating.

**Article B2**  
HONEYWAGON OPERATOR PERSONNEL

B2.01 The Association and Producer agree that the Producer shall engage only qualified union members as Honeywagon Operators subject to Article B2.04. In the event additional Honeywagons are required, the applicable number of Honeywagon Operators will be engaged to be responsible for each of the additional vehicles.

B2.02 There must be a Honeywagon Operator present for each Honeywagon while in operation.

On existing studio lots and/or locations which are fixed for two (2) or more days, one (1) Honeywagon Operator may be responsible for adjacent Honeywagons. In these circumstances the Honeywagon Operator shall receive remuneration, based on the applicable daily rate, of one and a half (1½) at Tiers A and B, one and a quarter (1¼) at Tiers C and D and straight time at Tiers E and F for being responsible for both Honeywagons.

In cases where a Honeywagon remains stationary for more than five (5) days, subsequent days shall be paid at straight time.

In cases where two (2) Honeywagons remain stationary for the entire shoot and advance notice is provided to the Honeywagon Operator the payment to the Honeywagon Operator shall be straight time commencing from the first day in studio or on location.

At no time, shall a Honeywagon that is in use be left unattended.

B2.03 Subject to Article B2.01, the Honeywagon Operator shall be selected by the Producer or the Producer's duly authorized representative.

B2.04 Nothing in this Agreement precludes an owner of the Honeywagon from performing bargaining unit work, provided that the owner is a member of the Union and the Agreement is applied to such owner while performing bargaining unit work.

**Article B3**  
HONEYWAGON OPERATOR HOURS OF WORK

B3.01 The normal working day shall be up to fourteen (14) consecutive hours of work inclusive of meal breaks. Honeywagon Operators shall be paid for all time worked from the time they report as and wherever directed until they are released from work. There will be no splitting of shifts. The working day shall begin eighteen (18) minutes prior to the Transportation Department's hot and ready

time (as it is understood within the industry) and shall be concluded after the Assistant Director's office is closed, when said office is located in the Honeywagon.

**B3.02** A Honeywagon Operator may be brought in for a six (6) hour call, paid at half the straight time daily rate, to pick-up/drop-off the Honeywagon to/from the production office and load/unload the Honeywagon with items including but not limited to: office materials, walkie-talkies, fax machines or other electronic devices, cable etc. and clean the Honeywagon and shall exclude movement to the shooting location. Such six (6) hour calls shall not constitute a day of work for the purpose of calculating sixth (6th) or seventh (7th) day premiums.

Where a Honeywagon Operator is required to move a Honeywagon, which is not participating in a shooting unit's day, to a shooting location, or works in excess of the six (6) hour call referenced above, the call shall revert to a ten (10) hour call paid at seventy percent (70%) of the applicable daily rate. If a Honeywagon Operator works in excess of ten (10) hours the call shall revert to a fourteen (14) hour call as per Article B3.01 above.

Such calls mentioned in this Article B3.02, shall be available on an unlimited basis to television series, MOWs and mini-series which do not have a Honeywagon in use on a full time basis. Good faith consideration will be given by the Union to extend these provisions to feature films as well.

**B3.03 Overtime**

Regardless of when worked, overtime shall be paid at the rate as set out in Article B5.

**B3.04 Turnaround**

Honeywagon Operators shall be given at least eight (8) hours off between the conclusion of one shift and the commencement of the next shift ("turnaround"). Also, Honeywagon Operators shall be given at least forty-eight (48) hours off as weekend turnaround, based on a five (5) day work week.

Where the Honeywagon Operator works six (6) consecutive days in a work week, there shall be a continuous twenty-eight (28) hour rest period which includes the eight (8) hour turnaround above ("weekend turnaround").

**B3.05 (i) Regulatory Compliance**

Before an Honeywagon Operator is directed to move or drive the Honeywagon after the Honeywagon Operator has been on duty in excess of the time permitted under any regulations under the Highway Traffic Act, another Honeywagon Operator ("the Relief Honeywagon Operator") shall be called to move the Honeywagon. The Relief Honeywagon Operator shall be paid at the rate set out in Article B5, if required to work seven (7) hours or less and will take control of the Honeywagon once it is prepared to be moved. Should the Relief Honeywagon Operator be required to work more than seven (7) hours, the Relief Honeywagon

Operator will be paid the applicable daily rate. Relief Honeywagon Operators shall have access to any transportation already provided to and from the location.

(ii) In accordance with Article B2, all Relief Honeywagon Operators shall be members in good standing of the Union. In the event a Relief Honeywagon Operator, who is a member of the Union is not available, the production may assign the unit move to whomever it wishes.

B3.06 Where a Honeywagon Operator is required by the Producer, or the Producer's duly authorized representative, to perform any services on the Honeywagon(s) on scheduled days off shall be paid at the applicable rate set out in Article B5 or at a minimum of four (4) hours the rate of one and one-half (1½) times on the sixth (6<sup>th</sup>) day of a five day work week and at a minimum of four (4) hours at double time (2x) on the seventh (7<sup>th</sup>) day of a five (5) day work week. Any hours actually worked in excess of the four (4) hour minimum shall be paid at the applicable premium for either the sixth (6) or seventh (7) day, as the case may be.

#### **Article B4** **HONEYWAGON OPERATOR MEALS**

B4.01 (a) All Honeywagon Operators are to receive a sixty (60) minute meal period, subject to the same penalties as the technicians engaged on the production.

(b) Second and subsequent meal periods shall be no less than thirty (30) minutes and no more than sixty (60) minutes in duration.

(c) In any event, a Honeywagon Operator is entitled to a meal break after six (6) hours. If the first meal is not available, the Honeywagon Operators shall be reimbursed in the amount of seventeen dollars and fifty cents (\$17.50).

**Article B5**  
**HONEYWAGON OPERATOR MINIMUM RATES**

Minimum Rates January 1, 2010 – December 31, 2010

<b>Tier</b>	<b>Weekly Rate</b>	<b>Daily Rate (1/5<sup>th</sup> weekly rate)</b>	<b>6 Hour Call Rate per Article B3.02</b>	<b>10 Hour Call Rate per Article B3.02</b>	<b>Regulatory Compliance Rate per Article B3.04</b>	<b>Overtime Rate</b>
A	1,393.64	278.73	139.36	195.11	164.49	\$54.00
B	1,339.78	267.96	133.98	187.57	164.49	\$54.00
C	1,312.98	262.60	131.30	183.82	164.49	\$54.00
D	1,273.45	254.69	127.34	178.28	164.49	\$54.00
E	1,246.92	249.38	124.69	174.57	164.49	\$54.00
F	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

Minimum Rates January 1, 2011 – December 31, 2011

<b>Tier</b>	<b>Weekly Rate</b>	<b>Daily Rate (1/5<sup>th</sup> weekly rate)</b>	<b>6 Hour Call Rate per Article B3.02</b>	<b>10 Hour Call Rate per Article B3.02</b>	<b>Regulatory Compliance Rate per Article B3.04</b>	<b>Overtime Rate</b>
A	1,421.51	284.30	142.15	199.01	167.78	\$55.00
B	1,366.58	273.32	136.66	191.32	167.78	\$55.00
C	1,339.24	267.85	133.92	187.50	167.78	\$55.00
D	1,298.92	259.78	129.89	181.87	167.78	\$55.00
E	1,271.86	254.37	127.19	178.06	167.78	\$55.00
F	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

Minimum Rates January 1, 2012 – December 31, 2012

<b>Tier</b>	<b>Weekly Rate</b>	<b>Daily Rate (1/5<sup>th</sup> weekly rate)</b>	<b>6 Hour Call Rate per Article B3.02</b>	<b>10 Hour Call Rate per Article B3.02</b>	<b>Regulatory Compliance Rate per Article B3.04</b>	<b>Overtime Rate</b>
A	1,449.94	289.99	144.99	202.99	171.14	\$56.00
B	1,393.07	278.61	139.30	195.03	171.14	\$56.00
C	1,366.02	273.20	136.60	191.24	171.14	\$56.00
D	1,324.90	264.98	132.49	185.49	171.14	\$56.00
E	1,297.30	259.46	129.73	181.62	171.14	\$56.00
F	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

## SCHEDULE "C" BUDGET TIERS

### Theatrical Motion Pictures

Tier	January 1, 2010 – December 31, 2010	January 1, 2011 – December 31, 2011	January 1, 2012 – December 31, 2012
A	\$9,716,928 and over	\$9,911,266 and over	\$10,109,492 and over
B	\$5,410,080 - \$9,716,927	\$5,518,281 - 9,911,265	\$5,628,647 - \$10,109,491
C	\$3,309,696 - \$5,410,079	\$3,375,890 - \$5,518,280	\$3,443,407 - \$5,628,646
D	\$2,142,000 - \$3,309,697	\$2,184,840 - \$3,375,889	\$2,228,526 - \$3,443,406
E	\$1,122,000 - \$2,141,999	\$1,144,440 - \$2,184,839	\$1,167,328 - \$2,228,525
F	Under \$1,122,000	Under \$1,144,440	Under \$1,167,328

### Television Motion Pictures

Tier	January 1, 2010 – December 31, 2010	January 1, 2011 – December 31, 2011	January 1, 2012 – December 31, 2012
A	\$7,281,331 and over	\$7,426,957 and over	\$7,575,496 and over
B	\$5,460,998 - \$7,281,330	\$5,570,217 - \$7,426,956	\$5,681,622 - \$7,575,495
C	\$3,033,888 - \$5,460,997	\$3,094,565 - \$5,570,216	\$3,156,457 - \$5,681,621
D	\$2,142,000 - \$3,033,887	\$2,184,840 - \$3,094,564	\$2,228,526 - \$3,156,456
E	\$1,122,000 - \$2,141,999	\$1,144,440 - \$2,184,839	\$1,167,328 - \$2,228,525
F	Under \$1,122,000	Under \$1,144,440	Under \$1,167,328

### Mini-Series (per 2 hours of broadcast time)

Tier	January 1, 2010 – December 31, 2010	January 1, 2011 – December 31, 2011	January 1, 2012 – December 31, 2012
A	\$5,834,400 and over	\$5,951,088 and over	\$6,070,109 and over
B	\$4,243,200 - \$5,834,399	\$4,328,064 - \$5,951,087	\$4,414,625 - \$6,070,108
C	\$3,182,400 - \$4,243,199	\$3,246,048 - \$4,328,063	\$3,310,968 - \$4,414,624
D	\$2,142,000 - \$3,182,399	\$2,184,840 - \$3,246,047	\$2,228,526 - \$3,310,967
E	\$1,122,000 - \$2,141,999	\$1,144,440 - \$2,184,839	\$1,167,328 - \$2,228,525
F	Under \$1,122,000	Under \$1,144,440	Under \$1,167,328

### Television Series (1 hour)

Tier	January 1, 2010 – December 31, 2010	January 1, 2011 – December 31, 2011	January 1, 2012 – December 31, 2012
A	\$1,548,768 and over	\$1,579,743 and over	\$1,611,338 and over
B	\$1,219,920 - \$1,548,767	\$1,244,318 - \$1,579,742	\$1,269,204 - \$1,611,337
C	\$859,248 - \$1,219,919	\$876,432 - \$1,244,317	\$893,961 - \$1,269,203
D	\$551,616 - \$859,247	\$562,648 - \$876,431	\$573,901 - \$893,960
E	\$229,500 - \$551,615	\$234,090 - \$562,647	\$238,771 - \$573,901
F	Under \$229,500	Under \$234,090	Under \$238,771

### Television Series (1/2 hour)

Tier	January 1, 2010 – December 31, 2010	January 1, 2011 – December 31, 2011	January 1, 2012 – December 31, 2012
A	\$933,504 and over	\$952,174 and over	\$971,217 and over
B	\$678,912 - \$933,503	\$692,490 - \$952,173	\$706,340 - \$971,216
C	\$466,752 - \$678,911	\$476,087 - \$692,489	\$485,608 - \$706,339
D	\$339,456 - \$466,751	\$346,245 - \$476,086	\$353,170 - \$485,607
E	\$127,500 - \$339,455	\$130,050 - \$346,244	\$132,651 - \$353,169
F	Under \$127,500	Under \$130,050	Under \$132,651

**Serial and Strip Programs (1 hour)**

Tier	January 1, 2010 – December 31, 2010	January 1, 2011 – December 31, 2011	January 1, 2012 – December 31, 2012
A	\$975,936 and over	\$995,454 and over	\$1,015,363 and over
B	\$858,840 - \$975,935	\$876,016 - \$995,453	\$893,537 - \$1,015,362
C	\$615,264 - \$858,839	\$627,569 - \$876,015	\$640,120 - \$893,536
D	\$243,984 - \$615,265	\$248,863 - \$627,568	\$253,840 - \$640,119
E	\$193,800 - \$243,983	\$197,676 - \$248,862	\$201,629 - \$253,839
F	Under \$193,800	Under \$197,676	Under \$201,629

**Serial and Strip Programs (1/2 hour)**

Tier	January 1, 2010 – December 31, 2010	January 1, 2011 – December 31, 2011	January 1, 2012 – December 31, 2012
A	\$487,968 and over	\$497,727 and over	\$507,681 and over
B	\$434,928 - \$487,967	\$443,626 - \$497,726	\$452,499 - \$507,680
C	\$307,632 - \$434,927	\$313,784 - \$443,625	\$320,060 - \$452,498
D	\$190,944 - \$307,631	\$194,762 - \$313,783	\$198,658 - \$320,059
E	\$112,200 - \$190,943	\$114,444 - \$194,761	\$116,732 - \$198,657
F	Under \$112,200	Under \$114,444	Under \$116,732

**New Media (webisodes/podcasts/interstitials, etc.)**

Tier	January 1, 2010 – December 31, 2010	January 1, 2011 – December 31, 2011	January 1, 2012 – December 31, 2012
A	Refer to Side Letter No. 1	Refer to Side Letter No. 1	Refer to Side Letter No. 1
B			
C			
D			
E			
F			

**SCHEDULE “D”**  
**BARGAINING AUTHORIZATION &**  
**VOLUNTARY RECOGNITION AGREEMENT**

*Prior to contracting a Craftservice Provider or a Honeywagon Operator, a Producer who agrees to become a party to this Collective Agreement shall sign a Bargaining Authorization and Voluntary Recognition Agreement as follows on the Producer’s letterhead and forward it to the Union. This Bargaining Authorization and Voluntary Recognition Agreement shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of the Collective Agreement where such Producer is involved in the production of a Motion Picture during the life of the Collective Agreement.*

*It is agreed that by signing this Bargaining Authorization and Voluntary Recognition Agreement the Producer is only obligated to engage those Craftservice Providers and/or Honeywagon Operators as are required by production. For greater clarity, a production that requires neither Craftservice Providers nor Honeywagon Operators shall not be obligated to engage same.*

I, \_\_\_\_\_ (*Insert name of individual*) on behalf of the Producer hereby acknowledge receipt of the Collective Agreement (“the Agreement”) covering Union members engaged as a Craftservice Providers and Honeywagon Operators in theatrical films, and television programs and other Production between the Canadian Film and Television Production Association (the “CFTPA”) and Local 411 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts (the “Union”) and state that I am authorized to execute this Agreement on behalf of \_\_\_\_\_, (the “Producer”) with respect to a Production currently titled \_\_\_\_\_.

The Producer hereby acknowledges that, by executing this Bargaining Authorization and Voluntary Recognition Agreement, it is becoming signatory to the Collective Agreement. The Producer agrees to abide by and conform to all the terms and conditions contained therein.

The Producer recognizes that the Union is the exclusive bargaining agent of Craftservice Providers and Honeywagon Operators and recognizes the CFTPA as the Producer’s sole and exclusive bargaining agent.

Please check one of the following:

1) For CFTPA Members:

\_\_\_\_\_ The Producer hereby certifies that it is a member in good standing of the CFTPA:

Membership No. \_\_\_\_\_

By signing this document, the Producer appoints the CFTPA as its exclusive bargaining agent, authorized to bargain on its behalf, and agrees that it shall be bound by the terms

and conditions of the Agreement, which is the result of collective bargaining between, and which has been ratified by, the CFTPA and the Union.

OR:

2) \_\_\_ The Producer hereby certifies that it is not a member in good standing of the CFTPA.

When executed by a Producer the terms of this agreement form a contract to which the Union, the Producer and the CFTPA are all parties and each party agrees to abide by its rights and obligations created under this contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
*(Name of Signatory Producer)*

\_\_\_\_\_  
*(Address of Signatory Producer)*

\_\_\_\_\_  
*(Phone and fax number of Signatory Producer)*

\_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Print or type name of Authorized Signatory)*

Receipt of the above Bargaining Authorization and Voluntary Recognition Agreement is hereby confirmed by the Union.

\_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Print or type name of Authorized Signatory)*

\_\_\_\_\_  
*(Date)*

A copy of this Bargaining Authorization and Voluntary Recognition Agreement shall be forwarded to the CFTPA.

**SCHEDULE "E"**  
**CERTIFIED BUDGET**

The undersigned \_\_\_\_\_  
*(insert name of Completion Guarantor)*

is the Completion Guarantor for \_\_\_\_\_  
*(insert name of production)*

being produced by \_\_\_\_\_  
*(insert name of production company).*

We certify that the budget dated \_\_\_\_\_ having a total production cost  
*(above and below-the-line, all amortized and episodic expenses)* of

\_\_\_\_\_ is the budget approved by us for this production.  
*(insert grand total)*

For series, indicate # of episodes \_\_\_\_\_

For co-productions, please complete the following:

The production titled \_\_\_\_\_

is a co-production. Yes \_\_\_\_\_ No \_\_\_\_\_.

This budget figure represents the total production cost, total herein defined as costs incurred by all Producers. Yes \_\_\_\_\_ No \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
*(Signature of signing officer)*

\_\_\_\_\_  
*(Print or type name)*

**SCHEDULE "F"**  
**CORPORATE GUARANTEE**

**RE:** \_\_\_\_\_

This letter is to set out the terms of an agreement reached between \_\_\_\_\_ "the Company" and IATSE Local 411 ("Union"). This agreement applies to the production presently entitled "\*" (the "Production") to be produced by \*, ("Producer").

In consideration of the Union waiving the posting of a performance bond by Producer for the Production, "the Company" guarantees payment to the Union of all present and future debts, liabilities, and obligations due or owing to the Union from or by Producer in connection with the Production that would normally be covered by the posting of a performance bond pursuant to the collective agreement signed between Producer and the Union and the amendments thereto.

It is agreed that this is a continuing guarantee and will cover and secure any ultimate balance owing to the Union in connection with the Production, which would normally be covered by the posting of a performance bond, but the Union is not obliged to exhaust its recourse against Producer before being entitled to payment by the Company of all and every debt, liability, and obligation of Producer guaranteed herein.

If, at any time, the Union advises the Company that, in its view, in producing the Production, the Producer has acted in breach of the collective agreement between Producer and the Union and/or has not met its obligation to pay the Members engaged with respect to the Production as required on a weekly basis, "the Company" shall be required to immediately post a performance bond equal to two weeks' minimum scale remuneration for each member or permittee engaged by Producer to be held in trust by the Union for the protection of its members.

This agreement forms an amendment to the collective agreement and the amendments thereto signed between the Union and Producer for the production.

This contract between the Company and the Union will be construed in accordance with the laws of the Province of Ontario and this contract shall be deemed to have been made in Ontario.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_("the Company")                      IATSE Local 411

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Signing Officer

Signing Officer

**SCHEDULE “G”**  
**LIST OF ADHERED PRODUCERS**  
 (see Article 2 (c))

	D (cont'd)
2076056 Ontario Inc.	Dogpatch Productions Ltd.
2086411 Ontario Ltd.	Doomstown Productions Inc.
7016531 Canada Inc.	Dotcom Films Inc.
	Double Agent Productions Inc.
A	Dozen Canada Productions Ltd.
Abroad Production Inc.	
Accent Five Productions Inc.	E
Accidental Productions (API) Inc.	Eleventh Hour Prod. Inc.
Alice Productions (Muse) Inc.	Engagement Productions Ltd.
AP 13 Productions Inc.	Epitome Pictures Inc.
	Evel Films Inc.
B	
Backup Canada Productions Ltd.	F
Best Years 2 Productions Inc.	Film Tryst Inc.
Billable Hours Productions Limited	Flashpoint Season I Productions Inc.
Blank of the Dead Productions	Four Brothers Films Inc.
Block 16 Productions Inc.	Four Minute Productions Inc.
Bookey's Mark Inc.	Fringe Element Films Inc.
Border Season Two Inc.	Front St. Films
Boy Girl Productions Canada Limited	Fugitive Pieces Productions Inc.
Brass Productions Inc./990 Multi Media Entertainment Company Inc.	
Broomsticks Productions Ltd.	G
	Gabriel Simon Production Services Limited
C	GEP Productions Inc.
Camille Productions Inc.	Ghostly Productions Ltd.
Cent Productions Inc.	Gigi II Productions Inc.
Charlie Bartlett Productions Inc.	Go Girl Television Prods. Inc.
Chart Topping Productions Inc.	
Cliffwood Productions Ltd.	H
Colder Than Jersey Productions Inc.	Hannah Rachel Production Services Limited
C/P Voices Prod's Inc.	High Calibre Productions Inc.
C/P Wide Awake Productions Inc.	HM1 Productions Inc.
CTR Productions Ltd.	
	I
D	Idaho Productions Ltd.
Darcy Productions Limited	Intermittent Productions Ltd.
Darcy II Productions Limited	IYD Productions Inc.
Decode/Buzz Productions 3 Inc.	
Dirty Road Productions Inc.	

J	R (cont'd)
Jump Roping Productions Ltd.	Richmond St. Films Inc.
	Richmond Street Films II Inc.
K	Rocan Productions Ltd.
Kevin Hill Productions Ltd.	Rockingham Productions Ltd.
Kevin Hill Productions Ltd. Yr. 1	
Kickass Productions Inc.	S
Kinky Hair Productions Inc.	Sam Films Inc.
	Saw III Productions Canada, Inc.
L	Scott Pilgrim Productions Inc.
Lars Productions Inc.	Screen Door (MVP) Productions Inc.
Life With Derek III Inc.	Session I Productions Limited
Little Mosque Productions II Ontario Inc.	Seymour & From Productions Inc.
Little Mosque Productions III Ontario Inc.	Seymour & From Productions 2 Inc.
Love Bugs Productions Canada Inc.	Shaftesbury Aaron Stone Inc.
	Shades of Black Prods. Inc.
M	Shaftesbury Dark Oracle II Inc.
Mackerel Pie Pictures	Shaftesbury Good Times Inc.
Magical Garden (Whizbang) Productions Inc.	Shaftesbury HFTH Inc.
Mayday Productions Inc.	Shaftesbury Jane Show I Inc.
Millions Productions (Muse) Inc.	Shaftesbury Lifetime 2007 Inc.
Missing Productions III Corp.	Shaftesbury Listeners Inc.
Molly Films Inc.	Shaftesbury Listener I Inc.
MVL Incredible Productions Canada, Inc.	Shaftesbury Murdoch I Inc.
	Shaftesbury Murdoch II Inc.
N	Shaftesbury Mysteries VIII Inc.
NR3 Productions Inc.	Shaftesbury Plato Inc.
Not Ready Productions Inc.	Shaftesbury Regenesi I Inc.
Nylon Productions Ltd.	Shaftesbury Regenesi II Inc.
	Shaftesbury Regenesi III Inc.
O	Shaftesbury Services Inc.
Our Fathers Productions Limited	Sienna Films Productions VII Inc.
	Sienna Films Productions VIII Inc.
P	Silent Hill DCP Inc.
P2 Productions Canada Inc.	Skinwalkers DCP Inc.
Pacifier Productions Ltd.	SLU Productions Inc.
Perfect Strangers Productions Inc.	Spotted Cow Productions Inc.
Playing House Productions Inc.	Stopher Productions Ltd.
Princessa Productions Ltd.	Stupid Zebra Productions Inc.
	Sullivan Entertainment
R	Summer Camp Productions Ltd.
R-Caro Productions Ltd.	
Rag-TV Inc.	T
Rag-TV 2 Inc.	Talk to Me Prods Inc.
Revolution Erie Productions Ltd.	TCAN Productions Ltd.
Revolution Leaf Productions Ltd.	TJ Films Productions Inc.

T (cont'd)	
The Call Productions Inc.	
The Poet Inc.	
U	
UHP Productions Ltd.	
Ultra Productions Inc.	
V	
Victor Movie Prod. Inc.	
Victoria Day Films Inc.	
W	
WBK Productions Inc.	
Whizbang Films	
Y	
Yellow Card Productions Inc.	
Z	
ZOS Productions Inc.	

**SCHEDULE “H”**  
**LIST OF APPROVED PRODUCERS**

(see Article 12 (b))

DHX Media Ltd.

Don Carmody Productions Inc.

Dufferin Gate

E1 Entertainment - Television

Epitome Pictures Inc.

Lions Gate Entertainment Corp.

Muse Entertainment Enterprises Inc.

Pink Sky Entertainment

Prospero Pictures

QVF Inc.

Rhombus Media

S & S Productions Inc.

Screen Door Inc.

Serendipity Point Films

Shaftesbury Films

Temple Street Productions

The Nightingale Company

White Pine Pictures

Whizbang Films Inc.

## **SIDE LETTER No.1**

### **PRODUCTIONS MADE FOR NEW MEDIA**

This confirms the understanding of IATSE Local 411 and the Producer concerning the terms and conditions which the Producer may elect to apply to the production of entertainment motion pictures of the type that have traditionally been covered under the Collective Agreement which are made for the Internet, mobile devices, or any other new media platform in existence as of January 1, 2010 (hereinafter collectively referred to as “New Media”).

The parties mutually recognize that the economics of New Media production are presently uncertain and that greater flexibility in terms and conditions of employment is therefore mutually beneficial. If one or more business models develop such that New Media production becomes an economically viable medium, then the parties mutually recognize that future agreements should reflect that fact.

This Sideletter applies to the production of certain types of programs intended for initial use in New Media and does not cover work involved in the selection of content for, design or management of any website or any other New Media platform on which productions made for New Media appear.

#### **A. Terms and Conditions of Employment on Derivative New Media Productions**

A “Derivative New Media Production” (hereinafter collectively referred to as “Derivative Production”) is a production for New Media based on an existing dramatic television motion picture covered by the Collective Agreement that was produced for “traditional” media – e.g., a free television, basic cable or pay television motion picture (‘the source production’) – and is otherwise included among the types of motion pictures traditionally covered by the Collective Agreement.

Members may be engaged by a Producer and assigned to a Derivative Production as part of their regular workday on the source production. The work for the Derivative Production shall be considered part of the workday for the Members on the source production and shall trigger overtime if work on the Derivative Production extends the workday on the source production past the point at which overtime would normally be triggered on the source production. All other terms and conditions, including fringe benefits, shall continue as if the Member were continuing to work on the source production.

In all other situations, terms and conditions of employment are freely negotiable between the Member and the Producer, to the extent permitted by applicable law, except for those provisions identified in Paragraph C. below, and provided that the Producer and Member cannot negotiate wages and overtime less than the minimums provided by applicable law for Members not covered by a collective agreement.

#### **B. Terms and Conditions of Employment on Original New Media Productions**

Terms and conditions of employment on Original New Media Productions are freely negotiable between the Member and the Producer, to the extent permitted by applicable law, except for those provisions identified in Paragraph C. below, and provided that the

Member and Producer cannot negotiate wages and overtime less than the minimums provided by applicable law for Members not covered by a collective agreement.

### **C. Other Provisions**

#### **(1) Fringe Rates**

The aggregate fringe rate payable for retirement benefits, health and welfare, and vacation pay on covered New Media Productions shall be ten percent (10%) of straight time earnings only. The Union shall allocate the percentage among the aforementioned fringe categories. The Producer is not required to make retirement benefits, health and welfare, and vacation pay contributions on behalf of any Member who has been issued a work permit, provided that proof of payment to such Member's applicable IATSE retirement benefits and health and welfare is provided to the Union. The CFTPA administration fee as per Article 11 (e) shall also apply.

#### **(2) Grievance and Arbitration**

The provisions of Article Eighteen of the Collective Agreement, "Settlement of Disputes" shall apply.

#### **(3) Staffing**

It is expressly understood and agreed that there shall be no staffing requirements on New Media Productions and that there will be full interchange of job functions among Members, so that a single Member may be required to perform the functions of multiple job classifications covered hereunder.

#### **(4) No Strike, No Lockout**

The provisions of Article Two, Recognition and Scope of Agreement, of the Collective Agreement shall apply.

#### **(5) Dues**

The provisions of Article Six, (h), Union Personnel, of the Collective Agreement shall apply.

#### **(6) Layoff, Termination of Employment and Replacement**

The following provisions of the Collective Agreement shall apply to all Members engaged on New Media Productions: Article One paragraph (c) "Authorized Representative" and Article Seventeen, Discipline, Layoff and Dismissal.

#### **(7) No Other Terms Applicable**

Except as expressly provided in this Sideletter, no other terms and conditions of the Collective Agreement shall be applicable to Members engaged on New Media Productions.

### **D. Sunset Clause**

The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of New Media Productions are in the process of exploration, experimentation and innovation. Therefore, the provisions of this Article shall expire on the termination date of the Collective Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of New Media Productions.

The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.