



2012

COLLECTIVE AGREEMENT

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

**I.A.T.S.E. Local 411 Production Coordinators
Hereinafter referred to as
“The Union”**

and

**hereinafter referred to as
“The Company”**

for the Production currently entitled

CONTENTS

ARTICLE		PAGE
Article One	Obligations	1
Article Two	Recognition and Scope of Agreement	2
Article Three	Producer Rights	3
Article Four	Jurisdiction and Divisions of Work	3
Article Five	Individual Employment Contracts	4
Article Six	Union Personnel	4
Article Seven	Hours of Work and Work Week	5
Article Eight	Rest Periods and Days Off	6
Article Nine	Overtime Hours	6
Article Ten	Location Boundaries	7
Article Eleven	Meals	7
Article Twelve	Holidays	7
Article Thirteen	Additional Payments and Deductions	8
Article Fourteen	Remuneration and Payment of Wages	9
Article Fifteen	Travel and Accommodation	9
Article Sixteen	Insurance	11
Article Seventeen	Cancellation of Calls	11
Article Eighteen	Discipline, Layoff and Dismissal	11
Article Nineteen	Settlement of Disputes	11
Article Twenty	Health and Safety	12
Article Twenty-one	Employee Indemnification	13
Article Twenty-two	Working Conditions	14
Article Twenty-three	Application for Work Permits	14
Article Twenty-four	Communications	14
Article Twenty-five	Intent of Agreement	15
Article Twenty-six	Productions Made for New Media	15
Article Twenty-seven	Bereavement Leave	16
Article Twenty-eight	Term	17
SCHEDULE A:	JOB DESCRIPTIONS	19
SCHEDULE B:	MINIMUM WEEKLY CONTRACTED RATES	21
SCHEDULE C:	CERTIFIED BUDGET	23
SCHEDULE D:	CORPORATE GUARANTEE	24
SCHEDULE E:	BOUNDARY MAP	28

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) Nothing in this Agreement shall be interpreted or applied so as to reduce the benefits to Employees provided in the Employment Standards Act as it may be amended from time to time.
- c) The Terms of this Agreement shall be interpreted with respect to the following further definitions:
 - 1) "EMPLOYEE" means a person employed by an employer and includes a person engaged as a dependent contractor.
 - 2) "MEMBER" means a person holding membership within the union in any of the classifications as described in Schedule A under this Agreement.
 - 3) "DEPENDENT CONTRACTOR" includes a Corporation (or "Loan Out Company" as that phrase is used and understood in the motion picture industry) controlled by a Member who is an employee of that Corporation and performs work covered by this Agreement.
 - 4) "THE COMPANY" is recognized as "the Employer," exercising the functions of management, supervision, direction and control of all Employees and/or Dependent Contractors including, but not limited to all matters relating to confidential planning, management policy and labour relations.
 - 5) "PRODUCER" means the engager of a member under this agreement.
- d) The parties further recognize the following representations as contained herein:
 - 1) "AUTHORIZED REPRESENTATIVE." The Company recognizes the right of any duly authorized representative of the Union to have access to the place of work of any individual employed by the Company in any categories of the bargaining unit as listed in Schedule A of this Agreement. The Union agrees that such access will not be made to interfere with an Employee's ability to perform their duties.
- e) The Company further recognizes and agrees:
 - 1) That the Production Coordinator is a Department Head and shall receive a screen credit for services rendered (the Employee concerned shall have the right to refuse such Screen Credit if so desired by notifying the Company in writing).
 - 2) The insignia of the International Alliance is copyrighted and is the sole property of the Alliance. The Company 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.

Article Two Recognition and Scope of Agreement

- a) The Company recognizes the Union as the sole and exclusive Bargaining Agent for all Production Coordinators, Assistant Production Coordinators and Production Secretaries and any other classifications that may be contained in Schedule A of this agreement.
- b) The Company recognizes the Union's jurisdiction and job classifications as set out in Article Four and Schedule A of this Agreement and agrees not to directly or indirectly change, delete, alter or amend the jobs, transfer job functions from one classification to another, or establish a new job classification without the written consent of the Union.
- c) The Company will not sign any agreement which purports to appoint any other party as the sole and/or exclusive bargaining agent for any or all Employees covered by this Agreement.
- d) All persons who are performing work covered by this Collective Agreement shall be referred to as "Employees" in the text of this agreement.
- e) The Company agrees not to assign work to an Employee, which would have the effect of excluding that Employee from the protection of Union membership.
- f) No Employee shall be transferred to another bargaining unit without their and the Union's consent.
- g) The Union acknowledges the Company's right to make such rules and regulations as may be deemed necessary for the conduct and management of its operations. The Union agrees that its members shall obey all rules and directions of any authorized representative of the Company insofar as they do not conflict with the terms of this Agreement. The Company shall not discipline or discharge any Employee except for just cause.
- h) It shall not be a violation of this Agreement, and it shall not be cause for dismissal or disciplinary action in the event an Employee refuses to enter upon any property involved in a labour dispute, or refuses to go through or work behind a picket line, including a picket line at the Company's place of business and/or shooting location.
- i) The Company will not take any action against the Union or any Employee in the event that such a picket line is deemed illegal, by a Court, Ontario Labour Relations Board or Canada Labour Relations Board and the Union agrees that if such a picket line is deemed illegal the Union will use it's best efforts to encourage Employees to go to work. However, if such efforts are unsuccessful, the Union cannot be held accountable if sued for loss in arbitration, the Ontario Labour Relations Board or the Courts, unless the action was sanctioned or condoned by the Union.
- j) The Company agrees that it will not lock out any Employees during the term of the 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 Company's failure to sign a Collective Agreement or post a performance bond.
- k) The Company shall maintain the legal status of the Company and shall not permit same to be liquidated, wound down or dissolved until all of the Company's obligations under this Agreement have been fully and finally performed and satisfied.
- l) If there is a change in the Company's name or the title of the production, the Company agrees to notify the Union, in writing, immediately.

- m) Where the Company assigns, transfers, cedes, sells, or otherwise causes a third party to become the producer of the production, the Company and such third party shall be jointly and severally liable for all duties, obligations and payments owing to any Employees and the Union under this Agreement, unless the Union agrees, in writing, that such third party assumes all of the Company's obligations hereunder.
- n) If at any time prior to the completion of principal photography, the Company intends to sell, assign, transfer or lease the entire operation or any part thereof, it shall give notice of the existence of this Agreement to any prospective purchaser, assignee, transferee or lessee, or that part of the operation which is covered by this Agreement. Such notice shall be given to the prospective purchaser, assignee, transferee or lessee, in writing, with a copy to the Union, not later than seven (7) calendar working days before the effective date of sale, assigning, transfer or lease.
- o) The Company shall permit authorized Union representatives access to all working areas of the Company's operations, which are within the jurisdiction of the Union. Such access will not delay or disrupt production.

Article Three Producer Rights

- a) The Union acknowledges that it is the exclusive function and right of the Company to:
 - 1) Operate and manage its business in all respects except where any right to do so has been specifically restricted by the terms of this collective agreement;
 - 2) Maintain order, discipline and efficiency of the operation;
 - 3) Make, from time to time, reasonable rules and regulations to be observed by individuals covered by the terms of this collective agreement, provided that such rules and regulations are not inconsistent with this collective agreement;
 - 4) Schedule production, direct the workforce, hire, layoff, and with just cause, discipline or discharge employees subject to the terms and conditions of the grievance and arbitration procedures set out in Article Nineteen.

Article Four Jurisdiction and Divisions of Work

- a) The Company shall not be allowed to sub-contract any Bargaining Unit Work and no person outside the Bargaining Unit shall perform Bargaining Unit Work. It will not be considered a violation of this Agreement for Members of the Union to refuse to work with other persons working within the jurisdiction of the Union who are not Members or authorized individuals.
- b) The job classifications and descriptions contained in Schedule A shall not be changed or deleted, nor shall the jobs, or any duty of the job, be altered without the agreement of the Union.
- c) No work customarily performed by an Employee covered by this Agreement and no work included in the job classifications and descriptions contained in Schedule A of this Agreement and no Bargaining Unit Work, in general, shall be performed by another Employee of the Company or by a person or corporation who is not an Employee of the Company.

- d) The Company shall not enter into any agreements with any other company, person or organization wherein that other company, person or organization will employ persons to perform Bargaining Unit Work, work defined in this Collective Agreement, or work normally performed by Employees covered by this Agreement, unless consent is granted by the Union. Should a breach of this Agreement be held to have occurred, the Union shall be entitled to claim damages in terms of lost wages and other monies due and payable on behalf of displaced members.

Article Five Individual Employment Contracts

- a) Nothing in this Agreement shall prevent any Employee from negotiating and obtaining from the Company, better rates, conditions, and/or terms of employment than those herein provided, which shall form part of and are enforceable pursuant to this collective agreement.
- b) The Company agrees that, during the term of this Collective Agreement, they will not re-negotiate any agreement with an Employee without first obtaining the consent of the Union.
- c) Immediately upon completion and execution of any Individual Employment Contracts (Deal Memos), a copy of such shall be forwarded by the Company to the Union.
- d) All or part of an Individual Employment Contract may be declared null and void by the Union at any time during the term of the Collective Agreement if, in the opinion of the Union, all or part of the Individual Employment Contract decreases the benefits under the Collective Agreement.
- e) The granting to any Employee of better rates, conditions and/or terms 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 Company agrees to employ as a Head of Department, a Production Coordinator. When additional personnel are required, the position of Assistant Production Coordinator shall be filled prior to hiring any additional personnel. Consecutive hiring shall be followed for all units, for example, Main Unit, 2nd Unit, or VFX unit, as follows: Production Coordinator, Assistant Production Coordinator, and then Production Secretary. Consecutive layoff also shall be followed for all units: Production Secretary, Assistant Production Coordinator, and then Production Coordinator. The Company, in consultation with the Production Coordinator, will determine the necessity of hiring additional department personnel, such as a Travel Coordinator or 2nd Unit Coordinator as dictated by the work level of the production. Such determination shall be based on the production schedule, travel requirements, crew size, number of units, distant filming locations from the production office, and any other factors deemed necessary by the Producer. (If the company does not employ a Travel Coordinator, the duties detailed in the Travel Coordinator job description in Schedule A of this agreement shall fall upon the Production Coordinator).
- b) The Company agrees to employ only Production Coordinator caucus members in good standing with the Union, and for the purposes of this Agreement, written permission from

the Union for the employment of an individual who is not a Production Coordinator caucus 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.

- c) It shall not be a breach of this Agreement for any Employee to refuse to work with a non-union person or person not hired in accordance with Article Six, a) and b).
- d) If, at the direction of the Company, an Employee works for six (6) hours or more in a classification higher than the classification under which the Employee is called for work, the higher rate shall prevail for the period. When an Assistant Production Coordinator works an entire shift in the absence of the Production Coordinator, (including, but not limited to; during a shifted work week, or due to illness), the Assistant Production Coordinator shall automatically be upgraded to the Production Coordinator rate for the entire shift.
- e) Only under extenuating circumstances may a Production Secretary work without the supervision of either a Production Coordinator or an Assistant Production Coordinator.

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 (6th) and seventh (7th) days normally being days off.
- b) The normal working day shall be up to twelve (12) consecutive hours of work, inclusive of meals.
- c) An Employee that is required to work on the sixth (6th) day of the work week shall be paid at a premium which shall be one and one-half (1 1/2) times one-fifth (1/5th) of their weekly contracted rate.
- d) An Employee that is required to work on the seventh (7th) day of the work week shall be paid at a premium which shall be two (2) times one-fifth (1/5th) of their weekly contracted rate.
- e) One time during production, the Company may shift an Employee's work week, without incurring extra costs, by doing either of the following:
 - 1) 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 (7th) 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 (7th) day of work.
 - 2) Shift the work week back by one (1) day, by changing the seventh (7th) day of the regular work week to the first (1) day of the shifted work week, provided that the sixth (6th) 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 (7th) day of work.
 - 3) Employees shall be given seven (7) calendar days' notice of the shift. In no event may the Company shift the work week to avoid paying for an unworked holiday.

- 4) 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 from work. If work is performed on that day, the rate of pay shall be that of a seventh (7th) day of work.
- f) The Company may schedule hiatus periods provided that such hiatus is not longer than twenty-one (21) calendar days and provided that both the Employee 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 Rest Periods and Days Off

- a) The minimum amount of time off between each work day shall be ten (10) consecutive hours free from work.
- b) The minimum amount of time off on a five (5) day work week shall be fifty-four (54) consecutive hours free from work each week.
- c) The minimum amount of time off on a six (6) day work week shall be thirty-four (34) consecutive hours free from work each week.
- d) In the event of a Statutory or Proclaimed Holiday, the minimum amount of time off shall include an additional twenty-four (24) hour period.
- e) All hours of an Employee's rest period which are infringed upon shall be paid at two (2) times one-sixtieth (1/60th) of the weekly contracted rate. Such payment shall be in addition to the weekly contracted rate and be calculated in six- (6) minute increments.

Article Nine Overtime Hours

- a) Work performed in excess of the normal work day shall be paid as overtime. Such payment shall be in addition to the daily contracted rate and is calculated in six- (6) minute increments
- b) Overtime pay for work performed after twelve (12) hours on days one (1) through five (5) shall be paid at two (2) times one-sixtieth (1/60th) of the weekly contracted rate. Such payment shall be in addition to the weekly contracted rate and is calculated in six- (6) minute increments.
- c) In order to discourage excessively long work days, overtime pay for work performed after fourteen (14) hours on days one (1) through five (5) shall be paid at three (3) times one-sixtieth (1/60th) of the weekly contracted rate. Such payment shall be in addition to the weekly contracted rate and is calculated in six- (6) minute increments.
- d) Overtime pay for work performed after twelve (12) hours on days six (6) and seven (7) shall be paid at three (3) times one-sixtieth (1/60th) of the weekly contracted rate. Such payment shall be in addition to the weekly contracted rate and is calculated in six- (6) minute increments.

Article Ten Location Boundaries

- a) The Studio Zone shall be defined as the area within the boundaries of Winston Churchill Boulevard to Bovaird Drive / Castlemore Road to Highway 50 to Major Mackenzie to Highway 30 to the Seventh Concession to Durham Road 23 to Lake Ontario and shall represent the area in which "in town" conditions will apply. See schedule E (page 28).
- b) Work performed at the Toronto International Studios (Kleinberg) shall be considered as being within the boundaries of the Studio Zone.
- c) Travel outside the zone will be as negotiated on a production-by-production basis.
- d) If an Employee is required to move from one place of work to another, the Company shall provide transportation. If the Employee agrees to use their own vehicle for this purpose, they shall receive reimbursement in accordance with Article Fifteen, g).
- e) Employees required to perform work at a location outside of the studio zone shall have their work time begin and end at the boundary of the studio zone. Transportation to and from such locations shall be provided by the Company and shall originate at the production office. If the Employee agrees to use their own vehicle for this purpose, they shall receive reimbursement in accordance with Article Fifteen, g).

Article Eleven Meals

- a) No Employee shall work longer than six (6) consecutive hours without the Company providing a hot meal. If a meal is not provided, then the Company shall compensate the Employee in the amount of seventeen dollars (\$17.00) when the first meal period is due and thirty-three dollars (\$33.00) when the second meal period is due. This standard shall apply throughout prep, shoot and wrap periods.
- b) Meals provided shall provide a reasonable selection. It is agreed and understood that snacks, i.e., hot dogs, hamburgers, pizza etc., do not constitute a proper meal.

Article Twelve Holidays

- a) The following days, as well as any other Federal or Provincial holidays so declared, are recognized as paid Statutory or Proclaimed Holiday days off and as such there shall be no deduction from the weekly contracted rate:

New Years Day	Canada Day	Christmas Day
Family Day	Civic Holiday	Boxing Day
Good Friday	Labour Day	
Victoria Day	Thanksgiving Day	

- b) When a Statutory Holiday is not worked, all Employees that work the scheduled work day before and the scheduled work day after the Statutory Holiday will get paid the minimum daily call or the weekly contracted rate prorated accordingly for the Holiday. In the event that any of the above paid Holidays fall on a scheduled day off, the next work day immediately following shall be deemed the day celebrated. This shall not apply to a Statutory Holiday that occurs within a hiatus period.
- c) If an Employee is required to work on a Statutory or Proclaimed Holiday (including travel) they shall be paid an additional one-fifth (1/5th) of the weekly contracted rate.

- d) When a Statutory or Proclaimed Holiday falls on an Employee'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 above.
- e) It shall not be a violation of this agreement, and it shall not be a cause for dismissal or disciplinary action in the event an Employee refuses, does not wish, or is unable to work, for any reason, on a statutory holiday.
- f) The Company shall have the discretion to schedule a statutory or proclaimed holiday so that it is taken immediately before or immediately following other rest days, provided due notice of a minimum of two (2) weeks, is given to the Union and its members.

Article Thirteen Additional Payments and Deductions

- a) In addition to the remuneration payable under Article Seven, Article Eight, Article Nine, Article Eleven, Article Twelve of this Agreement, the Company shall pay or deduct:
 - 1) Pay to all Employees, an amount equal to seven percent (7%) for Tier 1 and 2 productions, or six percent (6%) for Tier 3, 4, 5 and 6 productions, of the Employee's total weekly wages as vacation pay. Such payments shall be paid weekly with regular remuneration.
 - 2) Pay to all Employees, an amount equal to six percent (6%) of their total weekly wages as retirement benefits. The Company shall forward this premium directly to the Union on a weekly basis with a complete remittance breakdown.
 - 3) Deduct from all Employees, an amount equal to six percent (6%) of their total weekly wages as retirement benefits. The Company shall forward this deduction directly to the Union on a weekly basis with a complete remittance breakdown.
 - 4) Pay to the IATSE Local 411 Health and Welfare Trust, an amount equal to four percent (4%) of each Employee's total weekly wages and three dollars and fifty cents (\$3.50) per day worked in respect of Health and Welfare benefits. The Company shall forward this payment directly to the Trustees on a weekly basis with a complete remittance breakdown.
 - 5) Pay to the Union, an amount equal to two percent (2%) of each Employee's total weekly wages as a Producer's Levy. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.
 - 6) Pay to the Union, two dollars (\$2.00) per day worked in respect of safety and training. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.
 - 7) The Company shall deduct from each Employee's pay cheque an amount for Union dues the amount of which the Company shall be notified in writing by the Union from time to time, which shall be forwarded to the Union no later than the fifteenth (15th) day of the month following the month in which such deductions were made, together with the names of the Employees on whose behalf the deductions were made, the amount of such deductions, and the basis for the calculation of such deductions.
 - 8) The Company shall make all Employer Contributions under the Workers' Compensation Act (Ontario), Canada Pension Plan (Canada), Unemployment Insurance Act (Canada), Employer Health Tax (Ontario) and any similar plan or legislation applicable from time to time.
 - 9) Notwithstanding any provisions in this Agreement or any Individual Employment Contract signed by an Employee, the Company agrees that no Employee shall be

required to start work prior to the signing of a Collective Agreement with the Union, and the posting of a Performance Bond of fifteen thousand dollars (\$15,000), which will be invested in an interest bearing security for the duration of the production.

- b) In the event of the Company's failure to post the appropriate Performance Bond and/or sign the appropriate Collective Agreements, the Union and its Members are under no obligation to provide services to the Company and the Union under no obligation to avert any work stoppages.
- c) The Performance Bond (plus accrued interest) shall not be released before a minimum of two (2) weeks has elapsed after the production has been completed, and not before Separation Certificates (Record of Employment) and Income Tax Receipts (T4 statements) have been issued to all Employees and the Company has satisfied all of the obligations of this Agreement, including the settlement of any outstanding grievances.
- d) Should an Arbitrator find that the Company has breached this Agreement, the Union may deduct from the amount of the Bond any monies that the Arbitrator determines are owing to Employees and/or the Union arising out of a breach of this Agreement.

Article Fourteen Remuneration and Payment of Wages

- a) The Company agrees to pay Employees remuneration at rates not less than the minimums set out in Schedule B of this Agreement.
- b) Payment for work performed and any other payments or considerations shall be paid on the fourth (4th) work day of the following week, at or before four (4) p.m. (1600 hours) for work performed the week ending the seventh (7th) day midnight (2400 hours). The Company shall affix a copy of the Employee'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 Company, a penalty of three percent (3%) per day of the gross wages for that week shall be paid to the Employee and such penalty 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 Employees or to the Union, the Union and its Members are under no obligation to continue to provide services to the Company, and the Union is under no obligation to avert any work stoppage.
- e) If requested by the member while still actively engaged and while the production is still underway the Producer will complete a T2200 form or equivalent for expenses incurred as a result of their engagement. The completed T2200 will be provided no later than the last payday.

Article Fifteen Travel and Accommodation

- a) When the unit is away from the Company's home base on distant locations requiring that the Employee layover away from their home base over the sixth (6th) or seventh (7th) day of the week, the Employee shall receive an additional one-fifth (1/5th) of their weekly contracted rate for each day away in addition to all per diem allowances.
- b) If work is performed on the sixth (6th) or seventh (7th) days of the week, or on paid holidays, Article Seven, Article Eight, Article Nine, and Article Twelve shall apply.
- c) Should the Employee be required to travel to or from a distant location this will be considered a work day and paid as such.

- d) Should the Employee be required only to travel to or from a distant location on a sixth (6th) or seventh (7th) day of the week they shall be paid an additional one-fifth (1/5th) of their weekly contracted rate. If this travel occurs on a Statutory or Proclaimed Holiday, the payments under this Section will be in addition to the payment for the holiday Article Twelve.
- e) When Employees are travelling to and from a location outside the boundaries of the Studio Zone, first-class transportation shall be provided by the Company. Round-trip economy class air travel shall be considered adequate for the purposes of this Agreement only for flights gate-to-gate under five (5) hours inclusive. For flights over five (5) hours gate-to-gate, business air travel shall be provided.
- f) When transporting Employees by car to location within a two (2) hour driving distance from the Company base, the maximum number of passengers per standard sedan and standard nine passenger vehicle shall be five (5) and eight (8) respectively, including the driver. If the driving distance exceeds two (2) hours from base to location, the maximum shall be reduced by one (1) to four (4) and seven (7) respectively, including the driver. The driver shall adhere to the traffic regulations and to speed limits as posted and be the holder of a valid driver's license. It is the Company's responsibility to ascertain that all vehicles and occupants are fully insured by the Company.
- g) In the event that an Employee is required by the Company to use their personal vehicle for transportation, they shall be reimbursed a kilometre allowance equal to the Canadian Automobile Association or American Automobile Association national average as of the first day of the calendar quarter preceding the start of employment. See the CAA website. Such approval for personal vehicle use for production purposes shall be agreed upon in advance.
- h) An Employee refusing in good faith to travel by plane or helicopter will not jeopardize their current and future working opportunities on assignments, which do not require travel by plane or helicopter.
- i) When an Employee is required to travel overnight by train, the Company must provide at least lower berth accommodation.
- j) When Employees are on location and are required to remain overnight or longer, first class accommodation equal to current CAA or AAA shall be available. The most current list of the Association(s) shall be used. The cost of accommodation while on location shall be born by the Company. Should the employee be required to pay for such accommodation, the Company shall reimburse the employee all reasonable costs. Accommodation shall be understood to mean single occupancy except where agreed to by Employee.
- k) The Company shall pay each Employee seventy dollars (\$70.00) per diem; fifteen dollars (\$15.00) for breakfast, seventeen dollars (\$17.00) for lunch, and thirty-three dollars (\$33.00) for supper, and five dollars (\$5.00) for incidentals. The per diem shall be for a twenty-four (24) hour period if and as it becomes due.
- l) The Company further agrees that where meals and/or accommodations of the above standards are unavailable at the above costs, the Company will pay the overage.
- m) Should the Company provide at no cost to the Employee accommodations and meals on location, such allowance and meal monies will be deemed satisfied, excluding incidentals.
- n) The Company further agrees that where meals and/or accommodation of the above standards are unavailable at the above stated costs, the Company will pay the overage.

- o) On distant locations, each Employee shall be notified prior to departure as to what accommodations are available on location. All Employees will be informed at least twenty-four (24) hours prior to departure as to what kind, class, or mode of transportation will be furnished. The return fare is to be paid before departure.
- p) On distant locations, all travel time from the hotel to the workplace and back shall be considered as time worked.
- q) When Employee's are required to work outside of Canada, all expenses that are payable pursuant to this Article, shall be paid in U.S. dollars in the numerical amounts provided herein.

Article Sixteen Insurance

- a) The Company agrees to bring all Employees supplied by the Union under the terms of the Workers' Compensation Act and proof thereof shall be provided to the Union before any Employees commence work.
- b) When Employees are required to travel, the Company shall insure each Employee for the duration of the travel, including the return trip, for the sum of two hundred and fifty thousand dollars (\$250,000). Employees shall be required to fill out a form specifying a beneficiary. This form shall be filed with the designated representative of the Company, and a copy forwarded to the Union office.
- c) When Employees are required to work outside of Canada, the Company agrees to provide Out-of-Canada Medical Coverage which would cover such items as all hospital expenses, all medical expenses other than hospital costs, all lodging during convalescence away from home, all prescriptions and medicine, all travel for medical purposes and all costs of repatriation.

Article Seventeen Cancellation of Calls

- a) The Company may cancel daily calls for Employees up to 6:00pm (1800 hours) prior to the starting time of the call. In the event that such a notice is not given, the Company shall pay the employee one (1) day's pay at the basic rate.

Article Eighteen Discipline, Layoff and Dismissal

- a) All notices of layoff of Employees engaged on a weekly basis shall be given in writing by the sixth (6th) hour of the Employee's work day on the first (1st) day of the work week. Failure by the Company to give such notice of layoff shall entitle the Employee to one (1) additional week's salary in lieu thereof.
- b) Employee's may be disciplined and/or dismissed for just cause. The parties agree that the principles of progressive discipline will be applied in appropriate circumstances. The Company 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 Nineteen 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 an employee's lawful right to refuse work.

- b) It is agreed by both the Company and the Union that any complaint, disagreement or difference of opinion between the two parties and/or the Employee's covered under this Agreement concerning the meaning, interpretation or application of this Agreement or any provision thereof, or arising from any claim of breach of non-performance thereof shall be considered a grievance. If a grievance occurs, the following progressive system will apply:
- 1) The grievance shall be presented in writing to the other party, and within five (5) business days of receiving the grievance, a meeting shall be held between the two parties.
 - 2) A written decision shall be presented to the grieving party within five (5) business days following the meeting. Failure by either party to have a representative attend the meeting within five (5) business days of the presentation of the grievance, and/or failure to render a written decision within five (5) business days following the meeting, shall constitute a granting of the grievance in favour of the other party and such decision shall be final and binding. These time limits shall exclude Saturdays, Sundays and holidays and may be extended only by mutual agreement, in writing.
 - 3) In the event that the grievance is not resolved at this point, the matter shall be referred to a single Arbitrator.
 - 4) If the parties cannot agree upon an Arbitrator to determine the grievance, either party may request the Ontario Minister of Labour, pursuant to the appropriate legislation, to appoint an Arbitrator for such purpose.
 - 5) The Arbitrator shall render a decision to both parties, in writing, within a reasonable time.
 - 6) The legal costs of Arbitration to each party shall be borne by each party individually and the fees and costs of the Arbitrator shall be divided equally between the two parties.
- c) The Company agrees that, if the grievance has been made by the Union, the Company's representative shall not discuss or negotiate with the aggrieved Union member without the consent of the Union.

Article Twenty Health and Safety

- a) The Company shall ensure that no workplace will pose a health hazard to the Employees. If requested by the Union, the Company shall provide information about the type of materials that were used in the workplace prior to work being performed at that site.
- b) The Company agrees that they are responsible to provide a safe and secure work environment for their Employees. As such, no Employee shall be required to work in a production office alone unless the production office is secure and monitored by a recognized alarm system or patrolled by a qualified security guard.
- c) Any Employees unable to complete their minimum daily call because of an injury sustained on the job, shall be paid the minimum daily call.
- d) It is agreed by the parties that great emphasis shall be placed on the need to provide a safe working environment. In that context, it shall be the responsibility of the Company:
 - 1) To provide employment and places of employment which are safe and healthful for the Employee;

- 2) To provide and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes, which are reasonably adequate to render such employment and places of employment safe and healthful;
 - 3) To do every other thing reasonably necessary to protect the life, safety and health of Employees; and
 - 4) To not require or permit any Employee to enter into or be in any employment or places of employment which are not safe and healthful.
- e) The Company and every Employee shall comply with the occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws, which for greater certainty include the Workplace Safety Insurance Act and its regulations.
- f) No representative of the Company nor any Employee shall:
- 1) Remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning furnished for the use in any employment or places of employment;
 - 2) Interfere with the use of any method or process adopted for the protection of any Employee, including his/herself, in such employment or places of employment.
- g) Rigid observance of safety regulations must be adhered to and failure of any Employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no Employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Company and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual Employee with regard to preventing accidents to him/herself or his/her fellow Employees.
- h) Employees shall be covered by the Workers Safety and Insurance Board of Ontario or its equivalent coverage by a private insurance carrier. The Company shall bear the full costs of such coverage and shall provide the Union with confirmation that such insurance is in effect.

Article Twenty-one Employee Indemnification

- a) The Company hereby releases and forever discharges, and agrees to defend, indemnify and save harmless any employee (including persons engaged through a Loan-out Corporation), and in the event of such employee's death, the employee'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 employee's duties performed within the scope of the Employee's engagement for the Company that resulted in contractual liability for such employee or in bodily injury or property damage suffered by any person subject to the following conditions:
- 1) This Article does not apply to grossly negligent conduct by the employee.
 - 2) The employee shall co-operate fully in the defence of the claim or action, including, but not limited to, providing notice to the Company 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-two Working Conditions

- a) In the workplace, coffee, drinking water, suitable refrigerated beverages and a selection of food items will be provided by the Company for the Employees at all times.
- b) Washroom and toilet facilities shall be provided by the Company at all workplaces and shall be maintained on a standard at least equal to the standards required by the Employment Standards Act (ESA) and any other applicable legislation or regulation.
- c) The Company shall provide a clean, healthy, climate controlled work environment with appropriate furniture.

Article Twenty-three Application for Work Permits

- a) In the event that the Company makes a request to employ an individual who is not a member of the Union, the Company shall submit the request in writing along with the following information to the Union for consideration in the granting of a work permit:
 - 1) A description of the position to be held by the permittee;
 - 2) The reasons for the necessity of that individual being permitted;
 - 3) A list of credits or a resume of the requested permittee;
 - 4) A list of available members contacted or interviewed, explaining why they are not suitable for the position.
- b) If it is necessary to employ individuals who are not members of the Union, and their presence is established to be necessary, the Union, in their absolute discretion, may grant to the individual permission to work for a period not exceeding the duration of the production for which the Collective Agreement has been signed and only after the following conditions have been met:
 - 1) These individuals have been approved by the appropriate government agency, in co-operation with the Union if necessary;
 - 2) The rates, conditions, and/or terms of this Collective Agreement regarding Union personnel have been fully met.
- c) The Company shall not employ any individual who is not a member of the Union until the Company has received written permission from the Union.
- d) The Company shall make arrangements with the Union to submit any negotiated permit fees.
- e) The Company agrees to follow all other requirements set forth in the "Permit Application Policy," which can be requested through the Union.

Article Twenty-four Communications

- a) Any communications directed to either party is to be addressed to the addresses shown at the end of this Agreement, and both parties will keep each other informed of any changes in address. Unless the Union is advised in writing of a change of address, any communication of any legal proceedings on the address indicated at the end of this Agreement shall be good and valid service.

Article Twenty-five Intent of Agreement

- a) It is the purpose of this Agreement to set forth conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances in order that there will be no impeding of work, work stoppages or strikes, or other interference's with productions and Company facilities during the life of this Agreement.
- b) It is the further intent of this Agreement to foster a friendly spirit of co-operation between the Company and its Employees and to this end the Agreement is signed in good faith by both parties. This Agreement will be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, receivers, successors and assigns.
- c) In this spirit, the Union will promptly and in good faith consider any requests for variances to this Collective Agreement made by the Company, which are necessary to facilitate the needs of a particular production.

Article Twenty-six Productions Made for New Media

- a) **This confirms the understanding of IATSE Local 411 and the Company concerning the terms and conditions that the Company 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").**
- b) 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.
- c) This Article 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.
- d) 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.
- e) Employees may be employed by a Company 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 Employees 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 Employee were continuing to work on the source production.
- f) In all other situations, terms and conditions of employment are freely negotiable between the Employee and the Company, to the extent permitted by applicable law, except for those provisions identified in Section g) below, and provided that the Company and

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

- g) Terms and conditions of employment on original New Media productions are freely negotiable between the Employee and the Company, to the extent permitted by applicable law, except for those provisions identified in this section, and provided that the Employee and Company cannot negotiate wages and overtime less than the minimums provided by applicable law for Employees not covered by a collective agreement.
- 1) 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 Employer is not required to make retirement benefits and health and welfare contributions on behalf of any Employee who has been issued a work permit, provided that proof of payment to such Employee's applicable IATSE Pension and Health Plan is provided to the Union.
 - 2) The provisions of Article Nineteen, Settlement of Disputes of the Collective Agreement shall apply.
 - 3) 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 Employees, so that a single Employee may be required to perform the functions of multiple job classifications covered hereunder.
 - 4) The provisions of Article Two, Recognition and Scope of Agreement of the Collective Agreement shall apply.
 - 5) The provisions of Article Thirteen, Additional Payments and Deductions, Section a)6) of the Collective Agreement shall apply.
 - 6) Layoff, Termination of Employment and Replacement. The following provisions of the Collective Agreement shall apply to all Employees employed on New Media productions: Article One, Obligations, Section d)1), Union Representatives, and Article Eighteen, Discipline, Layoff and Dismissal.
 - 7) Except as expressly provided in this Article, no other terms and conditions of the Collective Agreement shall be applicable to Employees employed on New Media productions.

Article Twenty-seven 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 un-worked holidays

Article Twenty-eight Term

The Agreement shall come into effect January 1, 2012 and shall expire on December 31, 2012. The Agreement shall be applicable to all productions that open a production office in Ontario. All rates and additional payments of a newly ratified contract will be applicable to all productions, including those that carry over from one year into the next at any stage of production.

SIGNED BY THE UNION

I.A.T.S.E. Local 411
1315 Lawrence Avenue, East
Unit 103
Toronto, Ontario M3A 3R3

President

Business Agent

SIGNED BY THE COMPANY

Company Name

Company Representative

Company Address

Signed this _____ day of _____, 20____.

SCHEDULE A: JOB DESCRIPTIONS

Production Coordinator

The duties of the Production Coordinator include; the setting up and closing down of the Production Office and includes ordering of furniture, equipment, telephone and internet service, and supplies; preparation and distribution of schedules, crew, cast and vendor lists, call sheets, production reports, movements orders and the distribution of scripts; cast change of date bookings and cancellations; the coordination of all travel, accommodation, union work permits, government work visas, medical examinations and immunizations for principal crew and cast, to conform with Company insurance and foreign travel requirements, the preparation and distribution of travel memos, travel movements orders and all other documentation required regarding travel arrangements; the ordering, importing and exporting of equipment, animals, and booking of personnel as directed by the Production Manager; the pick-up and delivery of equipment and personnel, in conjunction with the Transportation Department; the shipment of film and sound tape or similar, to and from the laboratory on distant locations. Supervision of all work of the Production Office staff, including; daily production reports, performer contracts, insurance certificates, and travel arrangements.

Assistant Production Coordinator

The duties of the Assistant Production Coordinator shall include; creating and maintaining the crew, cast, and vendor lists, creating the daily call sheet (in collaboration with the 2nd AD), creating electronic and hard copy distribution lists for all schedules, scripts and other paper work, distribution of all paperwork by email, fax, posting to studio / network document distribution website, or hard copy as required, drafting daily production reports for approval, drafting performer contracts for approval, booking daily labour, issuing insurance certificates, ordering office supplies, supervising the Production Secretary and Production Assistants, photocopying, document scanning, emailing, typing, filing, and related duties in maintaining an organized production office, as delegated by the Production Coordinator.

Production Secretary

The duties shall include the assisting of the Production Coordinator and the Assistant Production Coordinator in; photocopying, document scanning, emailing, typing, filing, answering the telephone, ordering office supplies, maintaining crew, cast, and vendor lists, issuing insurance certificates, distribution of paperwork electronically or by hard copy and related duties in maintaining an organized production office, as delegated by the Production Coordinator and Assistant Production Coordinator.

Travel Coordinator

In the event that such a position is required, the duties of the Travel Coordinator shall include the coordination of all travel, accommodation, union work permits, government work visas, medical examinations and immunizations for principal crew and cast, to conform to Company insurance and foreign travel requirements. The preparation and distribution of travel memos, travel movements orders and all other documentation required for the above listed work, as delegated by the Production Coordinator. The Travel Coordinator may also assist in maintaining an organized production office, as delegated by the Production Coordinator and Assistant Production Coordinator where possible.

Script Coordinator

The duties of the Script Coordinator include: format and proofread the script; input script revisions; check spelling, punctuation and grammar; maintain a database of all drafts of the script(s); produce and distribute script status reports and script delivery schedules; track delivery of scripts and outlines; notify accounting department to facilitate payment of writers and story editors; send scripts and revisions to research company; vet research reports; vet and distribute network/studio standards and practices to facilitate compliance; conduct story-related research as assigned by the writer, producer, director or story editor; act as story department point person liaising with various production departments, producers, writers and network/studio personnel; and in conjunction with the production department, ensure the distribution of the script and script revisions to all cast, crew and network/studio personnel as required.

Art Department Coordinator

Should this position be filled by a Local 411 member; The Art Department Coordinator is engaged by the Producer in consultation with the head of the Art Department. Without limitation, among duties which are assigned to the Art Department Coordinator are the coordination and participation in setting up and closing down the Art Department office, assisting the Art Director, Production Designer and/or Set Designer in clerical aspects of tracking and inputting budget information, obtaining clearances and product placement and the coordination of supplies for the department.

Other Coordinator Positions

Other Coordinator Positions include a Local 411 member hired in a category that includes but is not limited to, Clearances Coordinator, Visual Effects Coordinator, Post Production Coordinator, or a similar administrative position, for example in the Special Effects, Construction, Set Decoration or Transportation departments. Should the show require additional staff, Local 411 work may be further subdivided to other positions, in compliance with Articles 4 and 6.

SCHEDULE B: MINIMUM WEEKLY CONTRACTED RATES

Effective January 1, 2012

Budget Tiers

Tier	Theatrical Motion Pictures (includes Feature Films)	Television Motion Pictures (includes M.O.W. & Direct-to-Video)	Mini Series Per 2-hour Episode	Television Series Per 1-hour Episode (includes Pilots)	Television Series Per 1/2-hour Episode (includes Pilots)	Serial and Strip Programs (1 hour)	Serial and Strip Programs (1/2 hour)	New Media (webisodes/podcasts/interstitials, etc.)
A	\$9,911,266 and over	\$7,426,957 and over	\$5,951,088 and over	\$1,579,743 and over	\$952,174 and over	\$995,454 and over	\$497,727 and over	Refer to Article 26
B	\$9,911,265 - \$5,518,281	\$7,426,956 - \$5,570,217	\$4,328,064 - \$5,951,087	\$1,579,742 - \$1,244,318	\$952,173 - \$692,490	\$995,453 - \$876,016	\$497,726 - \$443,626	Refer to Article 26
C	\$5,518,280 - \$3,375,890	\$5,570,216 - \$3,094,565	\$3,246,048 - \$4,328,063	\$1,244,317 - \$876,432	\$692,489 - \$476,087	\$876,015 - \$627,569	\$443,625 - \$313,784	Refer to Article 26
D	\$3,375,889 - \$2,184,840	\$3,094,564 - \$2,184,840	\$2,184,840 - \$3,246,047	\$876,431 - \$562,648	\$476,086 - \$346,245	\$627,568 - \$248,863	\$313,783 - \$194,762	Refer to Article 26
E	\$2,184,839 - \$2,184,840	\$2,184,839 - \$1,144,440	\$1,144,440 - \$2,184,839	\$562,647 - \$234,090	\$346,244 - \$130,050	\$248,862 - \$197,676	\$194,761 - \$114,444	Refer to Article 26
F	Under \$1,144,440	Under \$1,144,440	Under \$1,144,440	Under \$234,090	Under \$130,050	Under \$197,676	Under \$114,444	Refer to Article 26

Minimum Rates

	Tier A	Tier B	Tier C	Tier D	Tier E	Tier F
Production Coordinator	\$2,218	\$2,139	\$2,078	\$1,990	\$1,852	Negotiable
Assistant Production Coordinator	\$1,636	\$1,577	\$1,533	\$1,488	\$1,377	Negotiable
Production Secretary	\$1,139	\$1,100	\$1,032	\$1,003	\$918	Negotiable
Travel Coordinator	\$1,636	\$1,577	\$1,533	\$1,488	\$1,377	Negotiable
Script Coordinator	As negotiated	As negotiated	As negotiated	As negotiated	As negotiated	As negotiated
Art Department Coordinator	As negotiated	As negotiated	As negotiated	As negotiated	As negotiated	As negotiated

Rates are weekly, based on a 12-hour day.

Rates for Other Coordinators are negotiable. Other Coordinator Positions include a Local 411 member hired in a category that includes but is not limited to, Clearances Coordinator, Visual Effects Coordinator, Post Production Coordinator, or a similar administrative position, for example in the Special Effects, Construction, Set Decoration or Transportation departments. Should the show require additional staff, Local 411 work may be further subdivided to other positions, in compliance with Articles 4 and 6.

All rates listed are minimums.

All rates are listed in Canadian dollars.

SCHEDULE C: CERTIFIED BUDGET

The undersigned _____ is the Completion Guarantor for _____ being produced by _____.

We certify that the budget dated _____ having a total production cost (above and below-the-line, all amortized and episodic expenses) of \$ _____ (Grand Total) is the budget approved by us for this production.

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 the Company Signing Officer

Print name of the Company Signing Officer

SCHEDULE D: CORPORATE GUARANTEE

In favour of

I.A.T.S.E. Local 411 Production Coordinators

Union: I.A.T.S.E Local 411 Production Coordinators

Guarantor: _____

Address for Service: _____

Producer: _____

Production: _____

Date: _____

Reference is made to the Collective Agreement dated _____ as mutually amended or varied from time to time made between Union and Producer regarding Production (the "Collective Agreement") and, in particular, the obligation of Producer to post a performance bond (the "bond") with Union pursuant to the Collective Agreement.

In consideration of the Union waiving the posting of the Bond by Producer (which is of material benefit to Guarantor), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Guarantor, Guarantor covenants and agrees with Union as follows:

1. Guarantee

- h) Guarantor, as a principal debtor and obligor, agrees to indemnify Union for the payment of any of all past, present and future debts and entitlements (collectively, the "Obligations") due or owing to Union or its members from or by Producer in connection with the Production, including, without limitation, all monetary obligations under the Collective Agreement and all reasonable outside costs and expenses actually incurred by the Union to collect any outstanding Obligations or to enforce this Guarantee. This Guarantee shall be a continuing guarantee.
- i) Guarantor acknowledges receipt of the Collective Agreement and consents to and approves of it. Without affecting Guarantor's liability hereunder and without obtaining the consent of or giving notice to Guarantor, Union and Producer may mutually vary or amend any terms and conditions of the Collective Agreement. This Guarantee shall in no way affect the right of Union to pursue, in its sole discretion, a grievance under the Collective Agreement against Producer in lieu or in addition to seeking recourse and remedy against Guarantor.
- j) Guarantor's liability shall not in any way be affected by any act, omission, thing or circumstance, which would or might, but for this provision, constitute a legal or equitable discharge or defence of a surety. Guarantor hereby expressly waives all requirements, if any, of demand, presentment, diligence, protest, notice of dishonour and notice of acceptance and other notices of every kind of nature.

2. Requirements to Pay

- a) If at any time, payment of any amount guaranteed herein is in default for more than seven (7) days, the Union shall be entitled to deliver to Guarantor a formal demand in writing outlining the specific sum involved and particular of the default. Upon receipt of such demand, Guarantor will forthwith pay to Union the sum set out in such notice. If there is any dispute as to the amount owing by Producer, or whether any amount is owing at all, Guarantor will nevertheless pay the sum set out in such notice to a mutually agreed upon third party escrow agent (the "Escrow Agent") in trust, and the Escrow Agent will hold such sum in trust in an interest bearing account. Immediately upon such dispute being resolved, the Escrow Agent will pay the applicable amount to Union (if any) and refund to Guarantor any sums determined to be in excess (if any) of what was owing to Producer, along with accrued interest.
- b) Union shall have the unilateral right to terminate this Agreement and revert back to the requirements of Article Thirteen, a)9) of the Collective Agreement in respect of the Production if the payment of any amount guaranteed herein pertaining to the Production is in default for more than Seven (7) days after Guarantor has been served with the demand provided in paragraph 2(a) above or in the event that Guarantor is unable to satisfy or comply with any of its obligations under this Guarantee as determined by the Union, acting reasonably.
- c) Guarantor shall be released from the guarantee given herein and all obligations resulting there from in respect of the Production of the full payment of all amounts guaranteed herein pertaining to the Production.
- d) The termination of this Agreement by Union pursuant to paragraph 2(b) above shall in no way annul, terminate or otherwise affect the obligations of the Guarantor with respect to any amounts accruing prior to the date of such termination by Union, subject to paragraph 2(c) above.
- e) If Union terminates this Agreement pursuant to paragraph 2(b) above, Producer shall, within forty-eight (48) hours of receipt of written notice of such termination, post security in the form of a cash deposit or letter(s) of credit in accordance with Article Thirteen, a)9) of the Collective Agreement. If there is any dispute as to the amount owing at all, Producer will nevertheless pay the sum set out in such notice to the Escrow Agent in trust, to be held by the Escrow Agent in an interest bearing account. Immediately upon such dispute being resolved, the Escrow Agent will pay the applicable amount to Union (if any) and refund to Producer any refund to Producer any sums to be in excess (if any) of what was owing by Producer, along with accrued interest.

3. Representations and Warranties

- a) Guarantor hereby represents and warrants to Union, which shall survive the execution and delivery of this Guarantee that Producer is a wholly owned subsidiary of Guarantor.

4. General

- a) a. Any demand, notice or other communication to Guarantor in connection with this Guarantee will be deemed to have been made, given and received if delivered to Guarantor or sent by prepaid courier service to the address for service set forth herein, personally served upon a director or officer of Guarantor, at the time such delivery or service

- b) This Guarantee shall be binding on Guarantor and its successors and shall enure to the benefit of Union and its successors and assigns. Guarantor may only assign its rights or obligations hereunder to an assignee who is a company which is a parent of Guarantor, in which event Guarantor will be relieved of all obligations under this Agreement.
- c) In the event that Guarantor consists of more than one person, firm or corporation, the obligation and liability of each such person, firm or corporation pursuant to this Guarantee shall be joint and several. All grammatical changes in gender, tense and number required to give meaning to any provision herein shall be deemed to be made. Subject to the provisions herein, time will in all respects be of the essence of this Guarantee and no extension or variation of this Guarantee or any obligation hereunder will operate as a waiver of this provision.
- d) This Guarantee shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Guarantor hereby irrevocably attorns to the non-exclusive jurisdiction in which any assets of Guarantor may be located from time to time.
- e) This Guarantee may be executed in two or more counterparts, each of which shall constitute an original and binding agreement, and a facsimile copy of photocopy of this Guarantee is as binding as the original hereof.

IN WITNESS WHEREOF Guarantor has executed this Guarantee on the date set out above.

GUARANTOR

Per:

Authorized Signing Officer

Print Name and Title

Date

ACCEPTED AND AGREED TO by Union on the date set out above.

I.A.T.S.E. LOCAL 411

Per:

Authorized Signing Officer

Print Name and Title

Date

SCHEDULE E: BOUNDARY MAP





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
1315 Lawrence Avenue East, Unit 103, Toronto, Ontario M3A 3R3 Tel: (416) 645-8025 Fax: (416) 645-8026 www.iatse411.ca

REPRESENTING PRODUCTION COORDINATORS, CRAFTSERVICE PROVIDERS AND HONEYWAGON OPERATORS IN THE PROVINCE OF ONTARIO