# UNSCRIPTED/REALITY TELEVISION AGREEMENT

# COLLECTIVE AGREEMENT BETWEEN

# SAGIA Productions Inc.

- and -

The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (the IATSE)



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#### 1. THE UNION

a. The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (the IATSE) or ("Union") as contemplated by the applicable provincial labour relations legislations.

#### 2. THE COMPANY

a. 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

#### 3. SCOPE AND RECOGNITION

a. This Agreement is an agreement between:

# SAGIA Productions Inc. (referred herein as "the Company") - and The IATSE (the "Union").

- b. This Agreement applies to all Company work related to the production of the Series or Program currently known as \_\_\_\_\_\_, produced:
  - physically in whole or in part in Canada or;
  - physically out of Canada where the production office is located in Canada, except for those productions produced primarily in the province of Quebec or subject to Collective Agreements with affiliated Unions in the United States
- c. The Company recognizes the Union as the sole and exclusive bargaining agent of all of its Employees (including those engaged by the Company as Dependent Contractors, Loan-outs or otherwise), as defined in Schedule 1 of this agreement, engaged in the production of non-scripted media content (e.g. talk shows, reality shows, lifestyle shows, documentaries, docudramas, game and competition shows) produced for distribution in any form including, but not limited to, network television, cable and pay television, OTT and streaming services, referred to hereafter as "Bargaining Unit Work".
- d. The Company recognizes the Union's jurisdiction and job classifications as set out in Article 3 and Schedule 1 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.
- e. All persons who are performing work covered by this Collective Agreement shall be referred to as "Employees" in the text of this Agreement.

- f. 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.
- g. 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.
- h. No Employee shall be transferred to another bargaining unit without his/her consent and the consent of the Union.
- i. 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.
- j. 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.
- k. If there is a change in the Company's name or the title of the production, the Company agrees to notify the Union immediately, in writing.
- I. When a Company assigns, transfers, cedes, sells, or otherwise causes a third party to become the producer of the non-scripted media content, 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.

If, at any time, 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 days before the effective date of sale, assigning, transfer or lease.

#### 4. JURISDICTION AND DIVISIONS OF WORK

- a. The Company will not subcontract bargaining unit work which customarily and historically has been performed by Employees covered by this Agreement unless the Union consents thereto; or the Company lacks the requisite equipment, technology, facilities or personnel to perform the work; or the work of the type being subcontracted has heretofore been subcontracted by a Company engaged in the production of non-scripted media content. When practicable, the Company shall deliver a minimum of one week's advance notice to the Union of its intention to subcontract.
- b. The job classifications contained in Schedule 1 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. Work not customarily performed by an Employee covered by this Agreement and work not included in the job classifications in Schedule 1 of this Agreement 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 agrees to employ sufficient personnel in every department so that each department is able to safely and efficiently complete its work. Each Department will have one Head at the applicable rate.

#### 5. DEAL MEMOS / INDIVIDUAL EMPLOYMENT CONTRACTS

- a. The Company agrees to pay daily and weekly Employees' remuneration at rates not less than the minimum basic hourly rates set out in applicable wage schedules of this Agreement.
- b. 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.

An Employee who obtains an agreement with the Company which provides for rates, terms and conditions in excess of the minimum provisions of this Agreement may sign a contract with the Company which is referred to as an "Individual Employment Contract" or "Deal Memo" as it is sometimes referred to.

- c. Every Deal Memo or Individual Employment Contract must include the following:
  - 1 the position in which the person is to work and the scope of the work
  - 2 whether the Employee is hired on a daily or weekly guaranteed basis
  - 3. what Union Local the Employee is affiliated with, as well as identifying if they are a member or non-member of that Union.
  - 4. the hourly wage rate or if applicable the flat wage rate, including the number of work-hours included in the flat.
  - 5. the start date (and end date where applicable)
  - 6 the wording "subject to signed Union Collective Agreements" must be clearly stated on each Individual Employment Contract.
  - 7. a statement advising that where the person disputes any term of their contract or this collective agreement, such a dispute must be raised and enforced through the Union in accordance with applicable grievance procedures of this agreement.
- d. The Company agrees that, during the term of this Collective Agreement, it will not re-negotiate any agreement with an Employee without first obtaining the consent of the Union.
- e. No later than five (5) days after completion and execution of any Individual Employment Contracts, a copy of such shall be forwarded to the Union.
- f. 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 and provisions under the Collective Agreement.
- g. 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.
- h. The Company will take steps to ensure that personal information contained in the foregoing documents is protected in accordance with applicable privacy legislation.

#### 6. 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 to the Union for its approval along with the following information for consideration in the granting of a work permit:
  - 1. A description of the position to be held by the non-Member.
  - 2. The reasons for the necessity of that individual being permitted.
  - 3. A list of credits or a resume of the requested non-Member.
  - 4. Proof of the Union affiliation and standing of the requested non-Member, if any.
  - 5. A completed Union Work Permit Application signed by the Applicant non-Member. When practicable, the Company agrees to present the Union with such requests a minimum of five (5) business days prior to the commencement of work for the individual.
- b. If it is necessary to employ individuals who are not Members of the Union, and the Company has met the conditions in Section (a) above, and their presence is established to be necessary, the Union shall not unreasonably deny the granting of a work permit 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 cooperation with the Union, if necessary.
  - 2. The rates, conditions and/or terms of this Collective Agreement regarding Union personnel have been met.
  - 3. The Company shall not employ any individual who is not a Member of the Union until the Company has received a copy of the Work Permit endorsed by the Union.
  - 4. The Company shall remit any negotiated permit fees, and/or any permit fees contemplated in the Collective Agreement on a weekly basis, including a complete remittance breakdown.

#### 7. UNION PERSONNEL AND CREW CALLS

- a. The Union agrees to furnish all Employees covered by this Agreement and that said Employees will be competent and will perform such work as is required by the Company under the provisions of this Agreement.
- b. The Union shall maintain a "Roster" of its qualified Members to work in each classification recognized in the Agreement (the Group 1 Members). In order to remain on the Group 1 Members Availability List, a Member must be in good standing with the Union.
- c. The Union shall also maintain a list of available and qualified workers who are not Members of the Union (the Group 2 non-Members).
- d. Upon the request of the Company, the Union shall dispatch Employees to perform work in the job classifications contained in Schedule 1 of this Agreement.

- e. When the Union is unable to supply available and qualified persons in accordance with Section (c) and (d), above, the Company may employ any person under the terms of this Agreement.
- f. The Company shall not unreasonably refuse to accept persons when dispatched by the Union.
- g. Where the Grip, Lighting, Property/Set Decoration departments have each been staffed by a department head, assistant department head and at least one other person, they and others within said departments may assist each other in the performance of the respective duties of said departments.
- h. The Union shall only dispatch drivers possessing a valid driver's license without any restrictions or suspensions, and shall ensure that it dispatches drivers who are properly licensed to operate the vehicle for which the Company has requested a driver. Drivers shall maintain a valid driver's license without any restrictions or suspension during their term of employment; failure to do so shall be cause for termination.
- i. The Company may refuse to employ a driver dispatched by the Union if the driver has exceeded or will exceed the maximum Hours of Service as a result of such employment. Each driver shall track his or her Hours of Service and shall not accept any call if he or she has exceeded or will exceed the maximum Hours of Service as a result of such employment.
- j. An Employee may be laid off in any order as determined by the Company.
- k. Any Employee may be required to perform work in any job classification in the department to which he/she is assigned. This shall not be construed to limit drivers who as part of their duties are expected to assist with the loading and unloading of vehicles.

#### l. Remote Head Techs, Crane and Camera Car Operators and related Technicians:

- 1. All Remote Head, Crane and Camera Car Operators, and Crane and Camera Car Technicians call and wrap times will be at the rental house when transporting equipment.
- 2. All Remote Head, Crane and Camera Car Operators, and Crane and Camera Car Technicians will be scheduled and placed directly by the rental house, in consultation with the Company.

#### m. Unmanned Aerial Vehicle (UAV) Crews:

- 1. Minimum crew and accreditation conditions will be determined by the Union and any government legislation.
- 2. All UAV pilots, UAV camera operators, and UAV Safety Supervisors will be scheduled and placed directly by the company supplying the UAV, in consultation with the Company.

#### 8. WAGES

- a. The Company agrees to pay workers at rates not less than the minimum wage rates set out in Schedule 1 of this Agreement.
- b. If, at the direction of the Company, an Employee works for two (2) hours or more in a classification higher than the classification under which the Employee is called for work, the higher rate shall prevail for the entire workday. The

Employee automatically reverts to their regular classification on the following day unless notified to the contrary.

- c. Upon agreement, a "weekly-hired" Employee and the Company may establish a weekly (5-day) flat wage rate. The flat rate must be equal to or greater than the amount an Employee would have otherwise earned applying the hourly rate and overtime in the Collective Agreement. The flat rate and the number of worked hours covered by the flat rate must be clearly stated in the deal memo. All other terms and conditions of the Collective Agreement apply.
- d. The Company agrees to comply with its obligations under applicable pay equity legislation.

#### 9. ADDITIONAL PAYMENTS, DEDUCTIONS, AND PERFORMANCE BOND

- a. **Vacation**: To all Employees, an amount equal to four percent (4%) of their total weekly wages as vacation pay. Such payments shall be paid weekly with regular remuneration.
- b. **Retirement**: To all Employees, an amount equal to six percent (6%) of their total weekly wages as retirement benefits. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown, except that for non-Member Employees, in lieu of an amount in respect of retirement benefits, the Company shall instead pay six percent (6%) of total weekly wages directly to such non-Member Employees.

From all Employees, except non-Member Employees, an amount equal to six percent (6%) of their total weekly wages as retirement benefits when so directed by the Employee. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.

- c. **Health and Welfare**: To the Trustees of the applicable IATSE Local's Health and Welfare Trust, an amount equal to four percent (4%) of each Employee's total weekly wages plus an additional twelve dollars (\$12.00) per day as Health and Welfare benefits, except that for Employees who are not Members of the Union (non-Member Employees), in lieu of an amount in respect of Health and Welfare benefits, the Company shall instead pay four percent (4%) of that person's total weekly wages plus an additional twelve dollars (\$12.00) per day directly to such non-Member Employees. The Company shall forward these payments directly to the Trustees of the applicable IATSE Local's Health and Welfare Trust on a weekly basis with a complete remittance breakdown.
- d. **IATSE Training Trust**: The Employer shall make contributions to the IATSE Training Trust Fund for each employee in a craft or classification covered by this Agreement in the amount of ten cents (\$0.10) per hour for each hour worked by such employee, up to a maximum of twelve (12) hours per day. Contributions for employees whose rates are subject to individual negotiation shall be made on the basis of twelve (12) hours per day.
- e. **Non-member Fee**: From all non-Member Employees, who are otherwise not paying dues in accordance with Section (f) below, an amount equal to six percent (6%) of their total weekly wages in respect of administration, processing or services provided by the applicable IATSE Local. The Company shall forward this payment directly to the Union on a weekly basis with a complete remittance breakdown.
- f. **Dues**: From all Member Employees covered by this Agreement, the Company shall deduct an amount for dues and contributions to the applicable IATSE Local, as the Local may from time to time direct the Company in writing. The Company shall forward this deduction directly to the applicable IATSE Local Union on a weekly basis with a complete remittance breakdown. The Union will save the Company harmless from any and all claims that may be made against the Company for amounts deducted for dues and contributions.

g. **Season 1 and 2 Reductions:** For the first two seasons of a Series including the Series Pilot, if any, the total fringe rate shall be fourteen percent (14%) plus an additional twelve dollars (\$12.00) per day as Health and Welfare Benefits, and ten (\$0.10) per hour contribution to the IATSE Training Trust.

#### **Fringe Payment Chart:**

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	1 <sup>st</sup> and 2 <sup>nd</sup> Seasons of Reality/Un- scripted Television Series; One-time Programs	3 <sup>rd</sup> and Subsequent Seasons of Reality/Un- scripted Television Series
Vacation Pay	4%	6%
Pension	6%	7%
Health & Welfare %	4%	4%
Health & Welfare/day	\$12.00/day	\$12.00/day
IATSE Training Trust	\$0.10/hour	\$0.10/hour

#### h. Paid Sick Leave:

- 1. An Employee covered by this Agreement who has worked for a Company under this Agreement for at least thirty (30) days within a one (1) year period (such year to be measured, as designated by the Company, as either a calendar year or starting from the Employee's anniversary date) shall accrue paid sick leave under one of the following options:
- (1) The Company may elect to allow eligible Employees to accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Company, up to a maximum of forty-eight (48) hours or six (6) days. Sick leave accrued on an hourly basis may be carried over to the following year of employment, but in no event shall an Employee have more than forty-eight (48) hours or six (6) days of paid sick leave available for use during each year of employment at any time. The Company may limit the use of sick leave accrued on an hourly basis to no more than twenty-four (24) hours or three (3) days during each year of employment. A "year of employment" shall be defined by the Company in advance as either a calendar year or starting from the Employee's anniversary date.
- (i) The Company may elect to provide an eligible Employee with a bank of forty (40) hours or five (5) days of sick leave per year, such year to be measured, as designated by the Company, as either a calendar year or starting from the Employee's anniversary date. Such banked sick leave days may not be carried over to the following year.

The Company shall provide the Employee with advance notice of the option it has elected.

2. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the Employee has been employed by the Company for ninety (90) days (based on days worked or guaranteed). Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. It is understood that an Employee

may be required to produce a medical note to the Company in order to use paid sick leave.

- 3. For Employees employed on an hourly or daily basis, a day of sick leave pay shall be equal to eight (8) hours' pay at the Employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the Employee shall be paid four (4) hours of pay at the Employee's straight time hourly rate. For weekly Employees, a day of sick leave pay shall be equal to one-fifth (1/5th) of the Employee's weekly rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Sick leave payments shall not be subject to any fringe benefit contributions. Replacements for weekly Employees may be hired on a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The Employee shall not be required to find a replacement as a condition of exercising the right to use paid sick leave.
- 4. Any day on which an Employee makes use of paid sick leave shall not be considered a day worked for the purpose of calculating the sixth and/or seventh day of pay.
- 5. Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the Employee or the Employee's "family member."
- 6. Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If an Employee is rehired by the Company within one (1) year of the Employee's separation from employment, the Employee's accrued and unused sick leave shall be reinstated, and the Employee may begin using the accrued sick leave upon rehire if the Employee was previously eligible to use the sick leave or once the Employee becomes eligible as provided above.
- 7. The Company shall include in the Employee's start paperwork the contact information for the designated Company representative whom the Employee may contact to confirm eligibility and the amount of sick leave available. Such start paperwork shall also include information with respect to the year period (*i.e.*, calendar year or the Employee's anniversary date) that the Company selected to measure the thirty (30) day eligibility period and the five (5) days set forth in subparagraphs (A)(1) and (2) above. The Company also shall notify the Union of the name and contact information of the designated Company representative.
- 8. Nothing shall prevent a Company from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any Employee for exercising the right to use paid sick leave.
- 9. The term "Company," for purposes of this Article 9 only, shall refer to the Company itself as well as all other Employers that the Company designates.

- i. **Performance Bond:** In order to secure performance of the Company's payroll obligations under this Agreement, the parties agree as follows:
  - 1. In the event that a Company (i) has filed for bankruptcy protection or had a trustee/receiver appointed to handle its affairs within five (5) years prior to the commencement of principal photography on a given production; (ii) has no prior history with the Union; or (iii) fails to make payroll in a given payroll period, the Union may require such Company to deposit with a payroll company of the Company's choosing an amount equal to two (2) weeks of estimated payroll plus two (2) weeks of estimated pension, health, vacation pay, Benevolent Fund and training contributions (hereinafter referred to as 'Contributions') for covered employees. Such amount shall be used solely for the purpose of satisfying amounts owed to cover employees and/or benefit plan(s), as applicable, under this Agreement.
  - 2. The Company shall provide the Union with written verification of the payroll company's consent to hold the deposit, which must be executed by the payroll company. In the event the Company is unable to furnish this written verification, the Company shall deposit the amounts contemplated in subparagraph (1) above with the Union directly.
  - 3. No later than four (4) weeks after the completion of principal photography for the production, the Union shall advise the Company of any outstanding payroll obligations to the employees employed on the production and/or the respective benefit plan(s). Upon the expiration of such four (4) week period, the Union, or the payroll company with the approval of the Union, shall remit the amounts due for any undisputed items to the employee(s) to whom and/or benefit plan(s) to which such amounts are due and shall remit the balance of the deposit to the Company, less an amount sufficient to pay the disputed payroll items, if any.
  - 4. Any amounts relating to disputed wage claims and/or Contributions shall remain deposited with the payroll company and/or the Union pending the settlement or resolution pursuant to the grievance arbitration process of this Agreement. For purposes of any arbitration hereunder, the arbitrator shall have the power to determine only claims relating to the payment of wages and Contributions thereon.

#### 10. REMUNERATION AND PAYMENT OF WAGES

- a. The Company agrees to pay Employees' remuneration at rates not less than the minimum set out in the applicable wage schedules 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., except that in the case of a Company which elects to pay Employees via direct deposit, payment processed on the fourth (4<sup>th</sup>) work day may be deposited in the Employee's account up until 11:59 p.m. on the fifth (5<sup>th</sup>) work day.

The Company shall affix a copy of the Employee's original time sheet to the paycheque or deliver an electronic copy of the original time sheet to the Employee, showing earnings in detail. Copies of said time sheets shall be provided to the Union upon request.

If, for unforeseen circumstances or in the event of a Holiday or shifted work week, the Company is unable to fulfill its payment obligations pursuant to this Article, the Company will make best efforts to notify the Union of such delay.

- 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 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.

#### 11. HOURS OF WORK AND WORK WEEK

- a. The regular work week shall consist of any five (5) consecutive days out of any seven (7) consecutive days starting on the first of such five (5) days. The sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days shall normally be the days off.
- b. The Company shall not lay off and rehire the same Employee within the same workweek for the sole purpose of avoiding premium pay.
- c. The minimum daily call is eight (8) hours of work (nine (9) hours for Transportation) plus one (1) unpaid meal break. There shall be no split shifts. Notwithstanding the foregoing, a four (4) hour call may be scheduled within the Employee's standard work week only, and is to be paid at one and one-half (1½x) the basic hourly rate. Any additional hours assigned shall be paid at two times (2x) the basic rate calculated to the end of the last hour in which work was performed in the following limited situations for work within the Studio Zone:
  - 1. Production meetings and screening rushes
  - 2. Screen tests
  - 3. Location scouting.
  - 4. For any additional Craftservice provider called in to work to drive a Craftservice truck, when required for compliance with applicable transportation "hours of service" regulations.
- d. The hourly rate of pay for the minimum daily call on an Employee's sixth (6<sup>th</sup>) day worked for the Company within the regular work week shall be one and one-half times (1½x) the basic hourly rate as prescribed in the applicable wage schedules.
  - Once a call has been given, the Company is obligated to pay the minimum daily call for work on the sixth (6<sup>th</sup>) day.
- e. The hourly rate of pay for the minimum daily call on an Employee's seventh (7<sup>th</sup>) day of work within a regular work week shall be two times (2x) the basic hourly rate as prescribed in the applicable wage schedules.
- f. Twice every six (6) weeks during a production or two (2) times between hiatus periods on a series production, the Company may shift the regular work week, without incurring extra costs, by doing either of the following:
  - 1. Shift the regular 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.
  - 2. Shift the work week back by one (1) day, 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, or by back by two (2) days,

provided the fifth (5<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 any of the days off, the rate of pay shall be that of a seventh (7<sup>th</sup>) day of work.

The parties hereby confirm that the foregoing paragraphs governing shifts in the work week allow separate shifts for each individual Department on each unit. For example, the Company may shift the work week for Employees in a particular Department independently of other Employees in the same Department on another unit, or of other Departments. The work weeks may or may not be the same to begin and may or may not be the same once shifted. They may also be shifted at different times.

Employees shall be given seven (7) calendar days' advance notice of the shift. In no event may the Company shift the regular work week to avoid paying for an unworked holiday.

The Union agrees that it will not unreasonably deny a request to waive the seven (7) day notice requirement of the previous paragraph when such circumstance giving rise to such request is beyond the reasonable control of the Company and occurs within the seven (7) day notification period.

The regular work week during pre-production may be different than the regular work week of production. The change in regular 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. If work is performed on that day, the rate of pay shall be that of a seventh (7<sup>th</sup>) day of work.

#### 12. OVERTIME

- a. Work performed in excess of the minimum daily call shall be paid as overtime.
- b. Overtime is to be calculated in one-tenth (.1) hour segments and any part of a one-tenth hour.
- c. When an Employee is employed for two shifts of employment for the same production in the same day, overtime shall be calculated separately on the hours worked in each shift.
- d. Overtime pay for work performed after the eight (8) working hours (nine (9) working hours for Transportation) shall be paid for at the rate of one and one-half times (1½x) the basic hourly rate up to and including the twelfth (12<sup>th</sup>) hour worked.
- e. Overtime pay for work performed after the twelfth (12<sup>th</sup>) hour worked and up to and including the fifteenth (15<sup>th</sup>) hour shall be paid for at the rate of two times (2x) the basic hourly rate.
- f. Overtime pay for work performed during the sixteenth (16<sup>th</sup>) and subsequent hours worked shall be paid for at the rate of three times (3x) the basic hourly rate.
- g. The hourly rate of pay for work performed after the minimum call on an Employee's sixth (6<sup>th</sup>) day worked for the Company within the regular work week shall be two times (2x) the basic hourly rate up to and including the twelfth (12<sup>th</sup>) hour worked.
- h. The hourly rate of pay for work performed after twelve (12) work hours on an Employee's sixth (6<sup>th</sup>) day worked

for the Company within the regular work week, or any work hours after the minimum call on an Employee's seventh (7<sup>th</sup>) day worked for the Company within the regular work week, shall be three times (3x) the basic hourly rate as prescribed in applicable wage schedules.

i. Premium pay shall not be due to an Employee who has been employed by the Company during his or her work week and who is dispatched by the Union to the same production on a different unit or in a different department on the sixth or seventh day of his or her work week.

It is not the intention of the Company to utilize this provision to avoid payment for a sixth or seventh day by name hiring an Employee or by requesting that an Employee be dispatched to replace an Employee on a unit that is scheduled to work six (6) or seven (7) days in a work week.

#### 13. HOLIDAYS

- a. Recognized, paid, Statutory or Proclaimed Holidays are listed for each province in Schedule 2 of this Agreement. The parties agree that National Day for Truth and Reconciliation will be observed as a National Holiday for all Employees in all provinces.
  - In the event that additional Statutory Public Holidays are created while this Agreement is in effect, persons covered by this Agreement will receive statutory holiday pay for those days as well.
- b. When a Statutory Holiday is not worked, all Employees who work the scheduled work day before and the scheduled work day after the Statutory Holiday will get paid the minimum daily call for the Holiday. In the event that any of the above paid Holidays falls 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 of more than ten (10) calendar days.
- c. The minimum hourly rate for work performed on a Statutory or Proclaimed Holiday shall be two and one-half times (2½x) the basic hourly rate for the first eight (8) working hours (nine (9) working hours for Transportation). Work performed after eight (8) working hours (nine (9) working hours for Transportation) shall be paid for at the rate of three times (3x) the basic hourly rate.
- d. When a Statutory or Proclaimed Holiday falls on an Employee's normal day off (*i.e.*, the 6<sup>th</sup> or 7<sup>th</sup> day of the work week), the Union and the Producers shall determine whether the holiday should be observed on the first previous work day or the next regular work day which shall be deemed the Holiday and subject to payment as stated in Section (b), above. A paid statutory holiday shall be considered as a day worked for the purpose of calculating consecutive days.
- 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 or Proclaimed Holiday.
- f. When a holiday other than Christmas Day, Boxing Day, Good Friday, or New Year's Day, falls on the second (2<sup>nd</sup>), third (3<sup>rd</sup>), or fourth (4<sup>th</sup>) work day of the work week, the Company may request a waiver from the Union to allow the first (1<sup>st</sup>) or fifth (5<sup>th</sup>) work day of the work week to be designated and observed as the holiday, so that the actual holiday shall be worked and paid for at straight time. The Union shall automatically grant the waiver when requested by the Company: (i) to accommodate the needs of the production; or (ii) to accommodate the scheduling wishes of the crew, as reflected by the majority of the crew. The Company shall request the waiver from the Union no later than seven (7) calendar days prior to the actual holiday.

#### 14. MEAL BREAKS, MEAL MONIES AND MEAL PENALTIES

- a. All Employees are to receive a sixty (60) minute meal period which shall not be considered work time, to be initiated between the conclusion of the second (2<sup>nd</sup>) hour of work and the conclusion of the sixth (6<sup>th</sup>) hour of work. Successive meal periods shall commence between the conclusion of the fourth (4<sup>th</sup>) hour of work and the conclusion of the sixth (6<sup>th</sup>) hour of work, calculated from the completion of the previous meal period. It is agreed and understood that a substantial snack will be served no later than three (3) hours after general crew call is in effect if a catered meal is not provided for the first meal. In the event that this requirement is not met, the meal period will be initiated by the conclusion of the fifth (5<sup>th</sup>) hour of work.
- b. Should the Company elect to institute a thirty (30) minute first meal period, the Company must provide a hot catered meal of a standard deemed acceptable to the Shop Steward and such meal period shall be calculated from the last Employee through the line. The time allowed to consume such a meal shall be considered as time worked and as such shall not be deducted from the workday.
- c. The second and subsequent meal periods shall not be considered work time and shall commence not earlier than the beginning of the fourth (4<sup>th</sup>) hour, and not later than the end of the sixth (6<sup>th</sup>) hour worked from the conclusion of the previous meal period. For such meal periods, all Employees are to receive an unpaid meal period of no less than thirty (30) minutes nor more than sixty (60) minutes. Should the Company elect to have a thirty (30) minute meal period, the Company must provide a hot catered meal of a standard deemed acceptable to the Shop Steward and such meal period shall be calculated from the last Employee through the line.
- d. In the absence of catering, all Employees shall receive a meal period of sixty (60) minutes. Adequate travel time to and from a restaurant or other eating establishment shall be considered time worked, but shall not incur penalties.
- e. When catering is provided, in order to constitute an adequate meal, there shall be a reasonable selection provided. It is agreed and understood that snacks: (*i.e.*, hot dogs, hamburgers, pizza, etc.) do not constitute a proper meal.
- f. Meal Money: When an Employee is required to work at a location outside the Studio Zone:
  - 1. The Company shall pay each Employee fifteen dollars (\$15.00) for breakfast, twenty dollars (\$20.00) for lunch and thirty-three dollars (\$33.00) for supper, when the Employee is entitled to that meal period.
  - 2. Proper restaurant facilities must be made available and time used to travel to and from such facilities shall not be included in the meal hour, but shall not incur meal penalties. A buffet lunch may be served or a catering service may be employed to serve hot meals on location according to the values stated in this Article and subject to Shop Steward approval.
  - 3. Should the Company provide meals during working hours, such meal money as provided in (1) above shall be deductible.
- g. The meal interval may be extended one-half (1/2) hour without penalty when used for wrapping up. Such extension shall neither be scheduled nor automatic.
- h. Off-Set Employees: Any Employee working off-set shall be responsible for scheduling his/her own meal periods at

five (5) hour intervals and shall not incur meal penalties without prior approval.

- i. **Calculation of Meal Penalty:** If any Employee is unable to commence a meal period by the end of each sixth (6th) hour of work (fifth (5<sup>th</sup>) hour for Off-Set Employees), the Employee shall be paid a meal penalty as per the following scale until such time as the meal period is forthcoming:
  - 1. Except as provided in subparagraph 2. and 3. below, the meal penalty for delayed meals shall be computed as follows:

(i)	First 1/2 (.5) hour meal delay or fraction thereof\$8.50
(ii)	Second and Third 1/2 (.5) hour meal delay or fraction thereof\$15.00
(iii)	Fourth (4 <sup>th</sup> ) and Fifth (5 <sup>th</sup> ) 1/2 (.5) hour meal delay or fraction thereof\$17.50
(iv)	Sixth (6th) and each succeeding 1/2 (.5) hour of meal delay or fraction thereof\$25.00

- 2. **In Studio:** The meal penalty for delayed meals for Employees employed on days when production is shooting in a studio shall be computed as follows:
- 3. Transportation Department 1<sup>st</sup> Meal Penalty: In lieu of the foregoing, for any day on which a Transportation Department Employee is unable to commence a meal period by the end of the sixth hour of work, such Employee shall be paid thirty dollars (\$30.00) payable on their paycheque and their work time shall include one-half (½) hour paid through for the first meal period. If such Employee is not broken for a second meal, meal penalties for such employee shall commence at the conclusion of the Employee's twelfth (12<sup>th</sup>) hour worked inclusive of the half-hour paid through for the first meal period.

A twelve (12) minute grace period may be called prior to the imposition of any meal penalty. The grace period shall not be scheduled nor automatic, nor is it intended for everyday use. Such grace period may not be utilized when the meal period has been extended as set forth in (g) above.

All Meal penalty allowances shall be in addition to the compensation for work time during the delay.

#### 15. REST PERIODS, DAYS OFF AND INVASION PENALTIES

a. **Daily Rest:** All Employees shall have a ten (10) hour rest period (nine (9) hours for Transportation) between the ending of one day's work and the beginning of the next day's work. When Employees are working on daily locations

outside the Studio Zone, there shall be an eleven (11) hour rest period (ten (10) hours for Transportation) between the ending of one day's work and the beginning of the next day's work. In the event that the next day's work takes place in its entirety within the Studio Zone, then a ten and one-half (10½) hour rest period (nine (9) hours for Transportation) shall apply.

b. **Weekend Rest:** The minimum amount of time off on a five (5) day work week shall be fifty-four (54) consecutive hours free from work.

If the first work week is a partial work week, the weekend rest period shall apply as if it were a full work week.

The weekend rest period may be reduced to fifty (50) hours in the following circumstances:

- 1. The fifth day of the work week is no longer than twelve (12) hours worked; and either
  - I. exterior night shooting, as call for in the script, is scheduled for the fifth day of the workweek;
  - II. work on the fifth (5<sup>th</sup>) day of the workweek takes place at a shooting location, access to which is limited to certain hours; or is
  - III. work on the fifth (5<sup>th</sup>) day of the workweek is delayed due to health and safety concerns as a result of weather or a natural hazard the occurs during the course of the Employee's work shift.
- 2. The Company may utilize the foregoing exceptions:
  - I. once on a one-time program 66 minutes or more but less than 85 minutes in length;
  - II. twice on a one-time program 85 minutes or more in length;
  - III. no more than once every six (6) weeks on an episodic series and mini-series.
- c. The minimum amount of time off on a six (6) day work week shall be thirty-four (34) consecutive hours free from work.
- d. When the sixth (6th) day worked occurs on the seventh (7th) day of the regular work week, there shall be a continuous thirty-four (34) hour rest period between the end of the shift on the fifth (5th) day and the commencement of the shift on the seventh (7th) day of the work week.
- e. The minimum amount of time off on a seven (7) day regular work week shall be twelve (12) consecutive hours free from work.
- f. In the event of a Statutory or Proclaimed Holiday, the minimum amount of time off shall include an additional twenty-four (24) hour period.
- g. In the event that an Employee works sixteen (16) hours from their call, the minimum amount of time off shall be

twelve (12) (eleven (11) for Transportation) consecutive hours free from work. This turnaround may not be invaded upon without consultation with the Union office or Shop Steward.

h. The penalty for invasion of an Employee's rest period provisions above shall be payment of additional straight time for all invaded hours only.

#### 16. FALL PROTECTION SYSTEM COMPENSATION

a. When, at the request of a Company, an Employee uses his/her "personal fall protection system" as defined in *Regulation 213/91 Construction Projects* to the *Ontario Health and Safety Act*, the Company shall compensate the Employee at the rate of \$2.00 per day. All such equipment shall, at a minimum, comply with prescribed standards under Ontario, or other provincial law.

#### 17. STUDIO ZONE

- a. Schedule 3 to this Agreement shall set out the "Studio Zones" for each major production area(s) in each province.
- b. When an Employee is working outside the Studio Zone and has a work day of fourteen (14) hours worked from that Employees' call time, then, upon request by the Employee, the Company will, when practicable, make reservations for and pay the cost of single occupancy, when such accommodation is available. Such requests shall be made by the Employee for safety reasons and not solely for convenience.
- c. For locations outside the Studio Zone, calls will begin and end at the edge of the Studio Zone. When Employees are required to work at locations outside the Studio Zone, a meal or meal money shall also be provided if and when meal periods become due. In addition, the Company shall provide shuttle service between its base of operations or an agreed-upon site as determined by the Union and the production manager or the designated Company representative (but within the Studio Zone) and the location.
- d. Employees on assignments outside the Studio Zone where accommodations are provided shall receive a per diem allowance of sixty-eight dollars (\$68.00); fifteen dollars (\$15.00) for breakfast; twenty (\$20.00) for lunch; and thirty-three dollars (\$33.00) for dinner.

In lieu of the foregoing, the Company may provide the Employee breakfast and/or lunch (either inside or outside the Employee's working hours) in lieu of paying the breakfast and/or lunch per diem, respectively.

With respect to the dinner meal, the parties agree that the dinner per diem will be paid to the Employee when the dinner meal is provided outside of the Employee's work hours unless the Employee avails himself/herself of the dinner provided by the Company, in which case the dinner per diem will not be paid to the Employee.

#### 18. TRAVEL, ACCOMMODATIONS AND PARKING

a. When an Employee is required to work on daily locations outside the Studio Zone, the call will originate at the edge of the Studio Zone.

**Travel Time:** Travel time from a location to the edge of the Studio Zone shall be paid at the rate in use and effect during the last hour of work at the location, but the hourly rate for travel time shall not exceed two times (2x) the basic hourly rate, unless a meal penalty is incurred during the travel time. If a meal penalty is incurred, Article 14

shall apply.

- b. Lay Over: When the unit is outside the Studio Zone on distant locations and the Company requires that the Employee lay over away from his/her home base, the Employee shall receive one hundred thirty dollars (\$136.00) per diem on an unworked sixth (6th) day in lieu of any other payment and one hundred thirty dollars (\$136.00) on an unworked seventh (7th) day in lieu of any other payment. If work is performed on the sixth (6th) or seventh (7th) days of the week, or on paid holidays, Articles 11, 12 and 13 shall apply.
- c. **Travel Day:** For any day of the week the Employee is required to travel only to a distant location, the Employee shall receive a four (4) hour minimum call as a travel allowance; if such travel time is over four (4) hours, then the Employee shall receive the actual travel time to the location, but in no event more than a maximum travel allowance of eight (8) hours' pay. If this travel occurs on a Statutory Holiday, the payments under this Article will be in addition to the payment for the holiday payment, Article 13. Travel time on a travel-only day is not work time.
- d. When Employees are travelling to and from a location outside the Studio Zone, first class transportation shall be provided by the Company. When travelling by air, economy class shall be considered adequate.
- e. When transporting Employees by car to location within a two (2) hour driving distance from the edge of the Studio Zone, 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.
- f. When an Employee is required to move from one place of work to another, the Company shall supply proper legal transport there and back. Employees may not ride in the back of trucks or in the freight area of any vehicle. Such time spent shall be considered as time worked, except that an Employee who does not return to the first location shall not be paid for the time it takes to travel back there. In addition, when the Employee is required to work at more than one (1) location, travel back to the first location will be eliminated if such travel can be accomplished in thirty (30) minutes or less.
- g. **Parking:** The Company shall provide secure or supervised parking or reimburse each Employee for parking fees. Parking will be provided within a reasonable distance from the work site.
- h. An Employee refusing in good faith to travel by plane or helicopter will not jeopardize his/her future working opportunities on assignments which do not require travel by plane or helicopter.
- i. When Employees are required to travel overnight by train, the Company must provide at least lower berth accommodations.
- j. When Employees are on location and are required to remain overnight or longer, first class accommodation equal to current A.A.A. (American Automobile Association) or C.A.A. (Canadian Automobile Association) shall be available. The most current list of the Association shall be used. The Company shall pay each Employee sixty-eight dollars (\$68.00) per diem: fifteen dollars (\$15.00) for breakfast, twenty dollars (\$20.00) for lunch, thirty-three dollars (\$33.00) for supper. The sixty-eight dollars (\$68.00) per diem shall be for a twenty-four (24) hour period if and as it becomes due.
- k. The Company further agrees that when meals and/or accommodation of the above-mentioned standards are unavailable at the above-mentioned costs, the Company will pay the overage.

- I. 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.
- m. On locations requiring overnight accommodation, all travel time from the base (hotel or other accommodations) to the shooting site and back shall be considered as time worked.
- n. When Employees 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.

#### 19. INSURANCE

- under the Company's Workplace Safety and Insurance Board (WSIB), WorkSafe B.C. or equivalent provincial insurance coverage (and provide the Union with proof thereof), and recognize all Employees covered by this agreement as "workers" as defined under Ontario's Workplace Safety and Insurance Act, 1997, B.C.'s Workers Compensation Act ("Act") and other provincial legislation.
- b. **Travel:** When Employees are required to travel on a production, each Employee shall be insured by the Company for the duration of the travel, including the return trip, for the sum of one million dollars (\$1,000,000). Employees shall be required to fill out a form specifying a beneficiary, which shall be provided to the Employees prior to their departure. This form shall be filed with the designated representative of the Company and a copy forwarded to the Union office.
- c. Out-of-Canada Medical: 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, all lodging during convalescence away from home, all prescriptions and medicine, all travel for medical purposes and all costs of repatriation. Upon the request of the Employee, the Company will provide proof of coverage.

#### 20. HEALTH & SAFETY AND WORKING CONDITIONS

- a. It is agreed by the Company and the Union that great emphasis shall be placed on the need to provide a safe working environment.
- b. It shall be the responsibility of the Company to provide employment and places of work that are safe and healthful for the workers and to provide and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes that are reasonably adequate to render such employment and places of work safe.
- c. The Company and the Union will promote a workplace culture of safe work and agree to cooperate to ensure compliance with the Ontario Ministry of Labour's *Safety Guidelines for the Film and Television Industry*. <a href="https://www.labour.gov.on.ca/english/hs/pubs/filmguide/">https://www.labour.gov.on.ca/english/hs/pubs/filmguide/</a> or, if there is appropriate provincial guidelines in the province in which work is taking place, those provincial guidelines will apply.
- d. The Company and every Employee shall comply with the applicable Occupational Health and Safety legislation and all rules, regulations and orders pursuant to applicable laws, which for greater certainty, include the

applicable Workplace Safety Insurance legislation and regulations. In this regard, and with out limiting the foregoing, the Company will ensure the following:

- 1. **Joint Health and Safety Committee:** The Company will establish and maintain a Joint Health and Safety Committee.
- 2. Health and Safety Policy: The Company will establish and maintain a health and safety policy.
- e. The Company and the Union agree that 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, including the following, the realization of the responsibility of the individual worker with regard to preventing accidents to themselves or their fellow workers:
  - Safety Training and Awareness: The Company and the Union agree to cooperate to ensure that
    proper occupational health and safety awareness training is provided to all persons covered by
    this Agreement. Prior to commencing work, all persons covered by this Agreement must complete
    the applicable provincial online or other training program for workers and training program for
    supervisors and submit the corresponding proof of completion certificates to the Company.
  - 2. **Use of Safety Equipment:** The Company will provide necessary safety equipment and training on the use of such equipment as required by the appropriate Health and Safety legislation and Regulations.
  - 3. **Identified Safety Concern:** If a person covered by this Agreement identifies a safety concern, the Company will take reasonable steps to address the issue.
  - 4. **Enforcement:** Rigid observance of safety regulations must be adhered to and wilful failure of any Employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no Employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to clear and present danger to life or limb.
- f. The Company will notify the Union in writing within four (4) business days of any occupational injury that requires the Company to issue an Ontario Form 7 or equivalent in any other province and will provide the date and the general circumstances of the occurrence.
- g. Any Employee unable to complete the minimum daily call because of an injury sustained on the job shall be paid the minimum daily call for the day on which the injury occurred.
- h. The Company will ensure that washroom and toilet facilities are provided by the Company at all sites and locations and shall be maintained on a standard at least equal to the standards required by the applicable Occupational Health and Safety legislation.
- i. **Food and Refreshment Periods:** The Company will provide Employees, coffee, suitable beverages, a selection of food items at all times. If these minimums are not readily available to the Employee throughout their working hours, then a fifteen (15) minute refreshment period shall be called at two and one-half (2½) hour intervals throughout the working period. Should the fifteen (15) minute refreshment period be invoked, the Company shall be required to provide coffee, other suitable beverages, and a selection of food items on such an occasion.

For clarity, the aforementioned fifteen (15) minute "refreshment period" shall not be considered a "meal" or "meal period" for the application of Article 14 and 17 of the Agreement.

j. **Costumes, Hair and Makeup:** The Company will provide suitable working accommodations for costume, make-up, hair- dressing and body make-up. The Company will also provide suitable lockable storage space at the studio or on location for all make-up and hair-styling equipment carried by Employees. Suitable working accommodations include, but are not limited to, adequate light, electricity and ventilation, proper chairs of adequate working height and protection from the elements. The Company agrees to abide by the aforementioned provisions to the extent possible and consistent with the shooting site. This provision shall not be subject to grievance or arbitration.

#### 21. A WORKPLACE FREE OF HARASSMENT, SEXUAL HARASSMENT, AND WORKPLACE VIOLENCE

- a. The Company and the Union are committed to fostering a workplace in which every person is treated with dignity and respect. The Company and The Union acknowledge that workplace harassment, workplace sexual harassment, and workplace violence are unacceptable and will not be tolerated.
- b. The Company will keep current and post its Workplace Violence, Harassment and Discrimination Policy with input from persons covered by this Agreement and from the Union.

#### 22. SUSTAINABLE PRACTICES

The Company and the Union mutually embrace the philosophy of financially efficient sustainable practices that benefit the environment. To that end, the bargaining parties affirm their commitment to review existing and/or develop new sustainable practices that can be disseminated to production as a resource in the vital endeavor to reduce the carbon footprint of our workplaces.

#### 23. CANCELLATION OF CALLS AND WEATHER-PERMITTING CALLS

- a. **Cancellation of a Daily Call:** The Company may cancel calls for Employees working on a daily basis up to 8:00 p.m. (20:00 hours) of the day prior to the starting time of the call. In the event that such notice is not given, the Company shall pay the Employee one day's pay at the basic rate.
- b. Weather-Permitting Calls: The Company may issue a "weather-permitting' call for extreme heat, extreme cold, snow, sleet or ice storms to an Employee prior to the Employee's dismissal for the day and to persons not on payroll up to twelve (12) hours before their call time (even if a call had previously been given). The Company shall provide notice to the Union upon the issuance of a "weather-permitting" call. The Company may cancel a "weather-permitting call" up to four (4) hours prior to the Employee's call time. In the event the Employee is notified not to report to work, the Employee shall be paid four (4) hours of pay at straight time, which shall be subject to fringe contributions. With respect to that portion of contributions to the Union for Health and Welfare calculated on a "per day" basis and the contributions to the Union's Benevolent Fund that are calculated on a "per day" basis, the Company shall contribute one-third (1/3) of the "per day" rate. However, if the notification is untimely, the Employee shall be paid for the applicable daily minimum call, which shall be subject to fringe contributions.

The foregoing is in addition to the Company's rights under Article 23(a) above.

The Union agrees that it will not unreasonably deny a request by the Company to issue a "weather-permitting" call under this Article 23(b) for other weather conditions.

#### 24. LAYOFF, DISCIPLINE AND DISCHARGE

- a. Any daily Employee not personally notified of layoff at the end of his/her shift shall be considered as having been called for a minimum daily call the next day. No Employee may be laid off after that person has finished his/her shift and left the studio, the location site, office, or any other place of employment. There shall be no stand-by calls.
- b. Subject to Section (c), all weekly Employees shall be given in writing one (1) week's notice of layoff or one (1) week's severance pay in lieu of such notice or combination thereof. In order for the day of notice to count towards the one (1) week period, such notice shall be given not later than the conclusion of the first meal period of that day. If notice is given later than the conclusion of the first meal period of that day, then the one (1) week period shall commence on the following day. One (1) week shall be considered as five (5) working days. In turn, all weekly Employees shall give the Company one (1) week's notice before resigning.
- c. Employees may be disciplined and/or discharged 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 and the Employee with a copy of written reprimands and/or a written notice of discipline that exceeds a written reprimand in severity, including discharge.

Upon request of an Employee, the Company shall allow a Union representative to be present at any investigatory meeting between the Employee and a representative of the Company which may lead to discipline of the Employee. The foregoing shall not apply if the purpose of the meeting is to advise the Employee of any disciplinary action determined prior to the meeting. The Union representative shall not obstruct the investigatory process.

#### 25. TITLE CREDITS

Subject to Broadcaster approval, practices and production timing (e.g. requirement to shorten credits due to program length and broadcasting schedule) the Company agrees to use reasonable efforts to give a screen credit to persons covered by this Agreement, where appropriate for their job classification and in accordance with standard industry practice. Notwithstanding anything to the contrary, the casual or inadvertent failure by the Company and/or any failure by any third party to comply with the above credit obligations will not be deemed a breach by the Company of the provisions hereof.

#### 26. NO REQUIREMENT TO FURNISH SERVICES OR EQUIPMENT

- a. Unless expressly contemplated at the time of engagement, the Company shall not require a person covered by this Agreement to perform any work as a prior condition to engagement or to furnish equipment, a vehicle, material, or working space. This shall not preclude a person covered by this Agreement from demonstrating ability or equipment.
- b. Unless expressly contemplated at the time of engagement, a person covered by this Agreement shall not be required by the Company to use a personal vehicle or rent a vehicle under their name (or credit card) in the conduct of the Company's business.
- c. Where an Employee covered by this Agreement agrees to furnish equipment, a vehicle, material, or working space the Company will pay the person covered by this Agreement such rental rates as are agreed upon and such agreed upon amounts shall be paid separate and apart from the remuneration otherwise payable to the person.

d. Where the Company and the Employee covered by this Agreement enter into an agreement concerning the rental of the person's own equipment, vehicle, material or working space, the agreement shall be made in writing and shall be enforceable under this Collective Agreement.

#### 27. UNION RIGHTS

- a. **Stewards:** The Company shall recognize up to two (2) Stewards as appointed by the Union at each work location. Any person so appointed shall have the complete co-operation of the Company in the performance of their duties it being understood, however, that Stewards have their regular duties to perform on behalf of the Company and may not leave their regular duties without notifying their immediate supervisor.
- b. **Health and Safety Representatives:** As stated above, the Company shall recognize up to two (2) Health and Safety Representatives per production and per office as appointed by the Union. Any person so appointed shall have the complete cooperation of the Company in the performance of their duties to inspect all working conditions affecting the terms of this Agreement.
- c. **Union Representatives:** Advance notice will be given to the Company so an authorized representative of the Union shall be permitted to visit any production location or site during the hours when workers are working, provided work is not disrupted and the representative complies with the reasonable and generally applied visitor and security rules as established by the Company.
- d. **Screen Credit**: The Company will clearly display the Union emblem in the tail credits of any production on which members of this bargaining unit worked regardless of whether the included Production is a video, broadcast, Internet, or wireless broadband release.
- e. **Information to the Union**: The Company will either provide, or make available for inspection and copy on reasonable request, as set out below, the following to the Union in a timely basis:
  - 1. Employee Deal Memos / Individual Contracts (Provide in accordance with Article 5. e.)
  - 2. Original Time sheets and Payroll timesheet (Provide upon request)
  - 3. Call sheets (Provide when issued to crew)
  - 4. Crew Lists (Provide at start and when updated)
  - 5. Labour Relations and HR Contact information (Provide at start and when updated)

The Company will not unreasonably deny a request by the Union for additional information to facilitate the administration of the Agreement.

#### 28. NO STRIKE OR LOCK OUT

- a. The Company agrees that it will not lock out any persons covered by this Agreement during the term of the Agreement. The Union agrees not to initiate any strike, work stoppage, or slowdown during the term of this Agreement, except in the case of the Company's failure to sign a Collective Agreement, submit a letter of guarantee or post a performance bond.
- b. 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. However, such Employee may be temporarily replaced for the time period in which a picket line is at issue.

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 its 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.

#### 29. SETTLEMENT OF DISPUTES

The Company and the Union agree to work together to resolve disputes concerning applications of the terms of this Agreement as quickly and cost-efficiently as possible.

- a. The Company and the Union agree that any complaint, disagreement or difference of opinion between the two parties and/or the workers 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.
- b. The time period for filing grievances shall be thirty (30) days from the event giving rise to the alleged violation, except for grievances involving fringe payments, which should be filed within sixty (60) days of an alleged underpayment. If a grievance is raised, the following progressive system will apply:
  - 1. The grievance shall be presented in writing to the grieved 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 grievor by the grieved party within five (5) business days following the meeting.
  - 3. 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

All time limits referenced above are mandatory and may only be extended by mutual agreement of the Parties in writing. Accordingly, in Ontario, Section 48 (16) of the *OLRB* does not apply.

- c. In the event that the grievance is not resolved at this point, the matter shall be referred to a single Arbitrator.
- d. The Company and the Union agree to name an agreed-upon Arbitrator, as well as an alternate, who will be seized for the life of the Agreement to hear and decide on any disputes that arise and will have the powers of an arbitrator under the applicable provincial labour legislation (e.g. In Ontario, section 48 of the *Labour Relations Act, 1995*), or, if determined otherwise, under the applicable provincial arbitration legislation (e.g. in Ontario, the *Arbitration Act*).

- e. If the parties cannot agree upon an Arbitrator, either party may request that the Minister of Labour appoint a Arbitrator.
- f. The Arbitrator will also determine, if the Company and the Union cannot agree, on the process for raising concerns, exchanging relevant information and filing grievances.
- g. The costs of Arbitration and/or Mediation to each party shall be borne by each party individually and the fees and costs of the Arbitrator and/or Mediator shall be shared equally between the Company and the Union.

#### 30. JURISDICTION FOR LIMITED PURPOSES

- 1. The Parties agree that Ontario shall be the preferred jurisdiction for resolving all disputes between them except where they jointly agree that another jurisdiction is preferable in the circumstances.
- 2. For the purposes and authority over the termination or renewal of this Agreement, the Parties agree that the *Ontario Labour Relations Act* ("OLRA" shall govern their relationship. Accordingly, either party that wishes to renew this Agreement shall comply with the requirements of the OLRA.

#### 31. TERM AND RENEWAL

The term of the Agreement shall be binding from January 1, 2025 and remain in full force and effect until December 31, 2027. It shall be renewed automatically from year to year thereafter unless, during the last ninety (90) days of the Agreement, either party gives notice in writing of its intention to propose changes to the Agreement.

All of which is agreed at Toronto this 15th day of July , 202 25

For the Company For the International Alliance of Theatrical

Stage Employees

#### SCHEDULE 1: REALITY/UN-SCRIPTED TELEVISION WAGE RATES FOR FIRST TWO SEASONS

	2025	2026	2027
Camera Department			
Director of Photography	\$116.49	\$119.99	\$123.58
Camera Operator	\$78.93	\$81.29	\$83.73
1st Assistant	\$60.34	\$62.15	\$64.02
2nd Assistant	\$42.73	\$44.02	\$45.34
Camera Utility	\$39.54	\$40.73	\$41.95
Publicist	\$102.42	\$105.49	\$108.66
Still Photographer	\$76.82	\$79.13	\$81.50
Digital Engineer	\$97.40	\$100.32	\$103.33
Digital Technician / Data Management Technician	\$57.73	\$59.46	\$61.25
Motion Picture Video Coordinator	\$55.83	\$57.50	\$59.23
24 Frame Operator	\$55.83	\$57.50	\$59.23
Video Assist 1	\$34.83	\$35.87	\$36.95
Video Assist 2	\$22.79	\$23.47	\$24.17
Electronic Camera Person	\$78.86	\$81.23	\$83.67
Electronic Sound Person	\$78.86	\$81.23	\$83.67
Camera Trainee	10% Above A	pplicable Provi Wage	ncial Minimum
Construction Department			
Construction Supervisor	Negotiable	Negotiable	Negotiable
Head Carpenter/On-set Carp	\$41.37	\$42.82	\$44.10
Assistant Head Carp / On-Set Carp	\$39.57	\$40.95	\$42.18
Carpenter	\$38.72	\$40.08	\$41.28

Costume Department			
Costume Designer	Negotiable	Negotiable	Negotiable
Assistant Costume Designer	\$41.37	\$42.82	\$44.10
Costume Supervisor	\$41.37	\$42.82	\$44.10
Costume Set Supervisor	\$41.37	\$42.82	\$44.10
Asst. Costume Set Supervisor	\$38.72	\$40.08	\$41.28
Costume Dresser/Sewer	\$38.72	\$40.08	\$41.28
Costume Assistant	\$34.55	\$35.76	\$36.83
Craft Service Department			
Key Craftserver	\$30.40	\$31.61	\$32.72
Assistant Craftserver	\$29.00	\$30.16	\$31.21
Background Craftserver	\$24.63	\$25.62	\$26.51
Relief Craftserver (Driver HOS compliance)	\$29.00	\$30.16	\$31.21
Lighting Department			
Head Lighting Technician	\$41.37	\$42.82	\$44.10
Second Lighting Technician	\$38.72	\$40.08	\$41.28
Lighting Technician	\$34.55	\$35.76	\$36.83
Generator Operator	\$37.16	\$38.46	\$39.61
Head Rigging Lighting Technician	\$41.37	\$42.82	\$44.10
Second Rigging Lighting Technician	\$38.72	\$40.08	\$41.28
Rigging Lighting Technician	\$34.55	\$35.76	\$36.83
Grip Department			
Key Grip	\$41.37	\$42.82	\$44.10
Assistant Key Grip	\$38.72	\$40.08	\$41.28
Dolly Grip	\$38.72	\$40.08	\$41.28
Grip	\$34.55	\$35.76	\$36.83

Key Rigging Grip	\$41.37	\$42.82	\$44.10
Assistant Rigging Grip	\$38.72	\$40.08	\$41.28
Rigging Grip	\$34.55	\$35.76	\$36.83
Hair Department			
Head of Department	Negotiable	Negotiable	Negotiable
Key Hair Stylist	\$41.37	\$42.82	\$44.10
Hair Stylist	\$41.37	\$42.82	\$44.10
Honeywagon Operators	\$29.11	\$30.56	\$31.63
Make-up Department			
Head of Department	Negotiable	Negotiable	Negotiable
Key Make-up Artist	\$41.37	\$42.82	\$44.10
Make-up Artist	\$41.37	\$42.82	\$44.10
Misc.			
Mould Maker	\$38.72	\$40.08	\$41.28
Labourer	\$28.59	\$29.59	\$30.48
Production Office Coordinators			
Production Coordinators	\$46.54	\$48.17	\$49.85
1st Assistant Production Coordinator	\$34.99	\$36.21	\$37.48
2nd Assistant Production Coordinator	\$23.89	\$24.72	\$25.59
Travel Coordinator	\$34.99	\$36.21	\$37.48
Office Production Assistant	\$17.65	\$18.27	\$18.91
Property Department			
Property Master/Buyer	\$41.37	\$42.82	\$44.10

Assistant Property Master	\$38.72	\$40.08	\$41.28
Props Person	\$34.55	\$35.76	\$36.83
Scenic/Paint Department			
Key Scenic Artist	Negotiable	Negotiable	Negotiable
Scenic Artist	\$41.37	\$42.82	\$44.10
Head Painter/On-Set Painter	\$41.37	\$42.82	\$44.10
Assistant Head Painter	\$39.57	\$40.95	\$42.18
Painter/Sign Writer	\$38.72	\$40.08	\$41.28
Script Department			
Script Supervisor	\$41.37	\$42.82	\$44.10
Script Assistant	\$38.72	\$40.08	\$41.28
Set Decorating Department			
Set Decorator/Buyer	\$41.37	\$42.82	\$44.10
Assistant Set Decorator	\$38.72	\$40.08	\$41.28
On-Set Decorator	\$41.37	\$42.82	\$44.10
Assistant On-Set Decorator	\$38.72	\$40.08	\$41.28
Set Dresser	\$34.55	\$35.76	\$36.83
Key Greens-Person	\$41.37	\$42.82	\$44.10
Assistant Greens-Person	\$38.72	\$40.08	\$41.28
Greens-Person	\$34.55	\$35.76	\$36.83
Sound Department			
Production Sound Mixer	Negotiable	Negotiable	Negotiable
Boom Operator	\$41.86	\$43.33	44.63
Playback Operator	\$38.72	\$40.08	\$41.28
Sound Utility	\$34.55	\$35.76	\$36.83

Special Effects Department			
Coordinator	Negotiable	Negotiable	Negotiable
Head of Special Effects	\$41.37	\$42.82	\$44.10
Assistant Head of Special Effects	\$38.72	\$40.08	\$41.28
Special Effects Technician	\$34.55	\$35.76	\$36.83
Transportation Department			
Coordinator	\$36.67	\$37.95	\$39.09
Transport Captain	\$35.39	\$36.63	\$37.73
Picture Vehicle Captain	\$35.39	\$36.63	\$37.73
Transport Co-Captain	\$34.66	\$35.87	\$36.95
Driver	\$34.22	\$35.42	\$36.48
Tractor Trailer Driver/Bus Driver	\$34.72	35.92	36.98
VFX			
VFX Supervisor	Negotiable	Negotiable	Negotiable
VFX Coordinator	Negotiable	Negotiable	Negotiable
VFX Artist - Technician	\$36.99	\$38.10	\$39.25
VFX Technician	\$34.09	\$35.11	\$36.17
SPECIALIZED EQUIPMENT OPERATORS AND TECHS			
Heads and Cranes			
Stabilized Remote Head Operator	\$83.51	\$86.02	\$88.60
Non-Stabilized Remote Head Operator	\$61.47	\$63.32	\$65.22
Aerial Remote Head Operator	\$104.84	\$107.99	\$111.23
Motion Control Operator (Techno Dolly)	\$104.84	\$107.99	\$111.23
Motion Control Technician	\$69.95	\$72.05	\$74.21
Telescopic Crane Operator (up to 29 feet)	\$69.95	\$72.05	\$74.21

Telescopic Crane Operator (30 to 50 feet)	\$83.81	\$86.33	\$88.92
Crane Technician	\$55.92	\$57.60	\$59.33
Camera Car			
Camera Car Operator	\$118.59	\$122.15	\$125.81
Camera Car Technician	\$65.92	\$67.89	\$69.93
UAV (Drones)			
UAV Pilot	\$121.15	\$124.78	\$128.53
UAV Operator	\$82.95	\$85.44	\$88.00
UAV Safety Supervisor	\$64.38	\$66.31	\$68.30
3D Stereography Categories	Contact Union for Rates		

#### **SCHEDULE 2: HOLIDAY OBSERVANCE**

The Parties agree that the following are the mandated statutory holidays applicable in each province where the Agreement may operate. For clarity, the Canadian province or territory in which the majority of production takes place shall be the applicable jurisdiction for the purpose of determining the statutory holiday honoured, and the percentage of holiday pay that shall be included in an individual's wage rate, where. The parties agree that National Day for Truth and Reconciliation will be observed as a national holiday for all provinces.

Holiday	Observance
New Year's Day	National
Islander Day	PEI
Louis Riel Day	MB
Heritage Day	NS
<u>Family Day</u>	BC, AB, SK, ON, NB
Good Friday	National except QC
Easter Monday	QC
<u>Victoria Day</u>	National except NB, NS, NL
Aboriginal Day	NWT
St. Jean Baptiste Day	QC
<u>Canada Day</u>	National
Civic Holiday	AB, BC, SK, ON, NB, NU
<u>Labour Day</u>	National
National Day for Truth and Reconciliation	National
Thanksgiving	National except NB, NS, NL
Remembrance Day	National except MB, ON, QC, NS
Christmas Day	National
Boxing Day	ON

#### **SCHEDULE 3: STUDIO ZONES**

The Studio Zones, as described in the established IATSE Collective Agreements covering the major film and television jurisdictions of Vancouver, Calgary, Winnipeg, Toronto, Halifax and St. John's, will apply as the "Studio Zone(s)" referenced in this Agreement.

The following schedule sets out the Studio Zones for the purposes of travel time and related matters in each of the following major production centres:

#### Vancouver

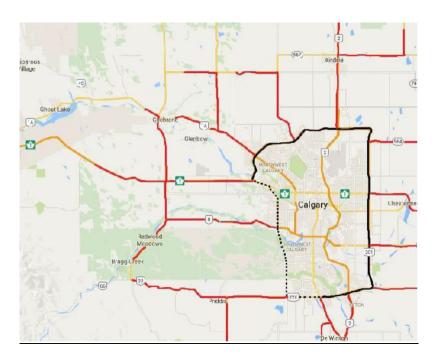
The Vancouver Studio Zone is defined as follows:

- On the West, the shoreline;
- On the North, from the northern municipal boundary of the District of West Vancouver eastward along the northern municipal boundary of the District of North Vancouver to the end of the road at Seymour Dam, then continuing eastward to the eastern shoreline of Coquitlam Lake;
- On the East, 122 degrees/45 minutes longitude southward to a point of intersection with the 5L82 BC Hydro power line, then southeast following that power line to a point intersecting the end of the paved road at the northern boundary of Minnekhada Park, then continuing east to the western shore of the Pitt River, then following the western shore of the Pitt River to a point directly north of 200th Street in Langley, B.C.; and
- On the South, the Canada/U.S. border.

For clarity, along the Studio Zone's eastern boundary, the area encompassing all east-west street addresses below 20000 is within the zone. Golden Ears Bridge, and its approaches, also are within the Studio Zone. The studio located at 20175 100A Avenue, Langley, BC - V1M 3X6 shall be considered within the Studio Zone.

## <u>Calgary</u>

The Calgary Studio Zone is defined as follows:

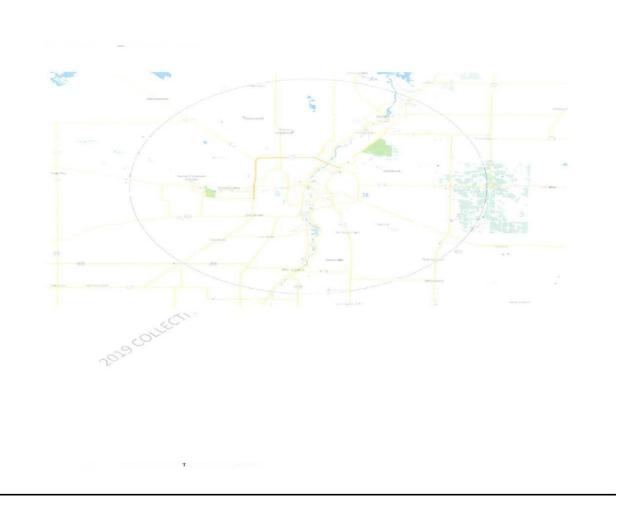


**Location Travel Times:** The following travel times are agreed to by the Union:

Travel Time		
Location	Out Of Zone	Comments
Airdrie		In the Calgary Zone
Albertina Farms		In the Calgary Zone (CONDITIONAL)
Banff Townsite		48 min
Black Diamond		12 min
Bow Valley Ranch		In the Calgary Zone
Brooks		96 min
Canmore		36 min
CL Ranch		In the Calgary Zone (CONDITIONAL)
Drumheller		54 min
Fortress Ski Lodge (parking lot)		54 min
Goodstoney Arena (Morley)		18 min
High River (North or South)	6 N -12 S min	<b>NOT</b> in the Calgary Zone
Kananaskis Lodge		36 min
Lake Louise		84 min
Longview		24 min
Millarville		In the Calgary Zone
Nakoda Lodge site		24 min
"North of 60" set	6 min	<b>NOT</b> in the Calgary Zone
Okotoks		In the Calgary Zone
Turner Valley		12 min

### Winnipeg

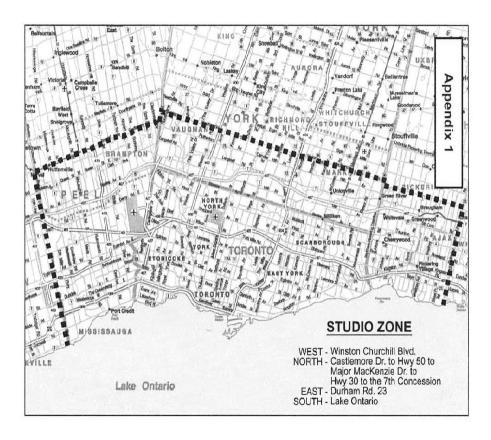
The Winnipeg Studio Zone is defined as the area within a (45) kilometers radius from the Manitoba Legislative Buildings and illustrated below.



#### **Toronto**

The Toronto Studio Zone is defined as follows:

- On the West, Winston Churchill Blvd.
- On the North, Castlemore Dr. to Hwy 50 to Major MacKenzie Dr. to Hwy 30 to 7<sup>th</sup> Concession
- On the East, Durham Rd. 23 (Lakeridge Rd.)
- On the South, Lake Ontario



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#### <u>Halifax</u>

The Halifax Studio Zone is defined as follows:

- Exit 6, Hubbards, on Highway 103 to the South
- Exit 3, Mount Uniacke, on Highway 101 to the West
- Exit 7, Enfield, on Highway 102 to the North
- Exit 20, Porter's Lake, on Highway 107 to the East

The Local shall have the ability to establish Studio Zones in each of the three Atlantic Provinces within its jurisdiction; Nova Scotia, New Brunswick and Prince Edward Island

The Studio Zone is defined as the area within a circle, which has a radius of fifty kilometers (50km) measured from the Employer's production office. The Employer's production office shall be considered as "Home Base".

#### **Newfoundland and Labrador**

The St. John's Studio Zone is defined as follows:

Within 50 kilometers from the Production Office as determined via Google Maps or other equivalent mapping program and;

#### Alternative Studio Zone.

The Local shall have the ability to establish an alternative Studio Zone within its jurisdiction. The alternative Studio Zone is defined as the area within a circle, which has a radius of 30 kilometers, measured from the Company's production office. The Company's production office shall be considered as the Base of Operation.