

IATSE Local 210

COLLECTIVE AGREEMENT FOR MOTION PICTURE PRODUCTION

2024 Edition

April 1st, 2024 to March 31st, 2025

Direct contractual inquiries to:
Business Agent
Office Telephone: 780.423.1863
BA Cell Phone: 780.619.7981

10428 – 123 Street
Edmonton, Alberta, Canada, T5N 1N7

iaba210@iatse210.com
www.iatse210.com



IATSE Local 210 & Local 212 Land Acknowledgement

IATSE respectfully acknowledges that we are located on:

Treaty 6 territory in Central Alberta, a traditional gathering place for diverse Indigenous peoples including the Cree, Blackfoot, Metis, Nakota Sioux, Iroquois, Ojibway/Saulteaux/Anishinaabe, Inuit, and many others whose histories, languages, and cultures continue to influence our vibrant community. (Edmonton and Central Alberta)

Treaty 7 Territory in Southern Alberta, the traditional territories of the Blackfoot Nation: Siksika, Piikani: the Tsuut'ina, and the Stoney Nakoka First Nations, including Chiniki, Bearspaw, and Wesley First Nations, as well as, the Metis Nation of Alberta Region III. (Calgary and Southern Alberta)

Treaty 8 territory in Northern Alberta, a traditional meeting ground for many Indigenous peoples. This territory provided a travelling route and home to the Cree Dene, Inuit, as well as the Metis and many others. (Northern Alberta)

We recognize the history of oppression of First Nations, Metis, Inuit, and all Indigenous people in their traditional land across Canada, and we are committed to doing the ongoing and active work of reconciliation.

IATSE also recognizes that we are all Treaty People with Treaty obligations and are committed to living in accordance with the spirit of intent of peace and friendship that is foundational to the treaty relationship.

As a union, we will actively work together in solidarity to end oppression and seek justice for all peoples on this land.

PRE-PRODUCTION COLLECTIVE AGREEMENT

between

I.A.T.S.E. Local 210
"The Union"

-and-

"The Company"

For the Production currently entitled:

The Company and the Union agree to honour the terms and conditions of the attached Agreement during the period of pre-production.

Prior to Principal Photography, the Parties will resolve to sign the attached Agreement or a Letter of Variance enabling said Agreement.

For I.A.T.S.E. Local 210

Signature of Authorized Agent

Title

Date

For the Company

Signature of Authorized Agent

Title

Date

**THE COMPANY MUST FURNISH THE FOLLOWING DOCUMENTATION
TO THE UNION BY THE REQUIRED DATES:**

<u>Location:</u>	<u>Requirements:</u>	<u>Required Date:</u>
1. Page 3	Pre-production Agreement	Prior to Commencement of Pre-production
2. Article 13	Performance Bond.	Upon Initial Engagement of I.A.T.S.E. Members
3. Article 12 (e)	Alberta Workers Compensation Board account number.	Upon Initial Engagement of I.A.T.S.E. Members
4. Article 17 (c)	I.A.T.S.E. Local 210 <u>Deal Memos</u> , (Schedule D) and Individual Employment Contracts for all Employees.	Within 5 DAYS of Engagement or Upgrade
5. Article 16 (a), viii), ix)	Provide proof of basic travel insurance coverage capped at \$10,000,000.00, as well \$10 million air/helicopter travel insurance coverage.	Prior to Principal Photography
6. Production Office	Crew list of all Employees, with Classifications, updated at appropriate intervals.	Prior to Principal Photography
7. Production Office	Proof of basic liability insurance; minimum amount of \$5,000,000.00	Prior to Principal Photography

The Company will provide the Union with a copy of any and all documents that are to be signed by Local 210 Members or Permittees whether they address wages, working conditions, or issues of liability.

IATSE Local 210 will be provided a copy of a Certificate of Insurance (COI), and the Company must notify IATSE Local 210 in the event of any change, lapse or termination of such insurance.

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DEFINITIONS

All Employees means those Employees working under this Collective Agreement.

Additional Unit is any unit that is not under the direct supervision of the Main Unit D.O.P. Additional units are separate from Main Unit along with separate HODs and crew. All **Additional Units** must have access to washroom facilities, proper meals, and craft service adhering to the standard and accessibility as described in ARTICLE TEN (g), (h) and (i). **Additional Units** will be expected to utilize a separate call sheet from Main Unit. Also see ARTICLE FOUR (e) and the definition for **Splinter Unit**.

Call or Call Time means the place (crew parking) and time of commencement of work for an Employee.

Edmonton Zone denotes locations to which crew may report to and paid travel time does not apply.

Courtesy Room means accommodations, accepted by the Employee and provided by the Employer as a courtesy intended to mitigate the need to commute to/from a nearby location, and not as a requirement of this Collective Agreement.

Daily Employee is one who receives their call on a separate daily basis than from the call sheet (i.e. Via Production Office/Union Dispatch or verbally at the end of the previous day). Once an employee hired on a daily basis commences work on their 11th consecutive scheduled day of work they become classified as a weekly employee.

Dependent Contractors are Members who are engaged as a corporate entity and shall be included in the term "Employee".

Distant Location is defined as the preparation, shooting and/or striking of a location 36 minutes or more outside of the established Edmonton Zone. Distant Locations trigger travel, per diem and accommodation requirements as per ARTICLE 16.

Employee refers to crew persons and implies the singular as well as the plural.

Employee's Straight Time Contracted Hourly Rate means Scale Wages plus Over-Scale, if any.

Fractional Work Week: means the Employer shall pay a weekly Employee, whose assignment starts on other than the first day of the work week established for that Employee or ends on other than the last day of the work week established for that Employee, one fifth (1/5) of his/her weekly wages for each day worked during the fractional work week, provided that during the preceding or following work week of his/her assignment the Employee is provided a full work week. The foregoing is intended to apply to both the start and finish of production, any production hiatus, and the individual crew member coming on or off a production. An Employer may, at its discretion, reduce by one fifth (1/5) the weekly guarantee for each day an Employee is absent.

Gimbal operator includes all employees who are requested / required to physically support the operation of the camera, in any configuration, while affixed to a stabilized gimbal device, with or without the assistance of a body mounted system. Examples of Stabilized gimbals include, but are not limited to, MOVI, Ronin, etc.

Gross Wages include straight time, overtime, premiums, penalties, and Vacation Pay, before taxes and other deductions.

Motion Picture is the recording of moving images intended for distribution through, but not limited to, screen-based productions. See also ARTICLE TWO (d).

Nearby Location is defined as the preparation, shooting and/or striking of a location less than 36 minutes outside of the established Edmonton Zone.

Non-Shooting Crew includes all Employees who are neither working on “set” nor within reasonable walking distance of “set”.

Over-Scale means those wages for which an Employee has contracted with the Company over and above the Scale Wages provided in this Agreement.

Permittee is an individual who has been approved by Local 210 for employment and is working towards full membership in The Local.

Private Road is any road not maintained by a level of government, or agency representing any level of government.

Rest Periods will be free of all work-related activity.

Scale Wages means the applicable hourly rate per Schedule (A2).

Splinter Unit is a crew unit that meets the following criteria.

- Splinter units are not separate from the Main Unit.
- The unit is under the supervision of the main unit DOP.
- The formation of a **Splinter Unit** crew shall be established with prior consultation of all main unit Department Heads.
- The splinter unit crew may be made up completely from established main unit crew.
- All appropriate upgrades will be implemented and honoured regardless of the minimum time spent by the splinter unit crew member eligible for the upgrade.

Should the above criteria not be met, the unit in question shall be deemed to be an **Additional Unit**. All **Splinter Units** must have access to washroom facilities, proper meals, and craft service adhering to the standard and accessibility as described in ARTICLE TEN (g), (h) and (i).

Terms to Be Given Common Industry Meaning: Unless otherwise specifically defined herein, the terms used shall be given the common meaning in the motion picture industry. Unless the context requires otherwise, words denoting one gender shall include all genders.

Union is also referred to as, IATSE Local 210 and Local 210, throughout the Collective Agreement.

Weekly Employee is one whose Deal Memo indicates weekly status. Once an employee hired on a daily basis commences work on their 11th consecutive scheduled day of work, they become classified as a weekly employee. An employee can be considered a “weekly” even if they are paid an hourly rate.

Work Permit Employee is an out of jurisdiction person who has been granted permission by I.A.T.S.E. Local 210 to work on a specific production at the request of the Company.

ARTICLE ONE - UNION OBLIGATION

As the Motion Picture and Stage Technicians Union, Local 210 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, then nothing in this Agreement shall be construed so as to interfere with the allegiance Local 210 owes to

the International Alliance by reason of prior obligation, provided that the foregoing shall in no event be construed or implied so as to contravene any applicable Federal, Provincial, or Civic Law.

ARTICLE TWO - SCOPE OF AGREEMENT

- (a) It is the purpose of this Agreement to recognize the common interest between the Company and the Union in promoting the utmost co-operation and friendly spirit between the Company and its Employees; to set forth conditions of employment to be observed by both Parties; and to provide for prompt and equitable adjustment of grievances in order that there will be no impeding of work resulting in stoppages or strikes or any other interference with the production and Company facilities during the term of this Agreement. To this end, both Parties do herein sign this Agreement in good faith.
- (b) This Agreement will be applicable to all Employees hired by the Company in the job classifications covered herein. Such job classifications shall be deemed not to be exercising management functions.
- (c) The term Employee will mean any person or Dependent Contractor employed in a Job Classification(s) as listed in Schedule (A2) herein, subject to the terms of this Agreement. The Company will not hire Members or Permittees as Independent Contractors unless approved by the Union.
- (d) It is mutually understood and agreed by both Parties that the term "Motion Picture" will mean and include motion pictures whether made on or by film, tape, or otherwise, and whether produced by means of motion picture, electronic, and/or other devices or any combination of the foregoing, or any other means, methods, or devices now in use or which may hereafter be adopted.
- (e) In the event that the Company engages a person to perform work outside the limits of Canada and the United States and its territories, in any of the Job Classifications covered by this Agreement, then the Company recognizes that the provisions of this Agreement will apply to such persons.
- (f) The terms and conditions herein are applicable to pre-production, principal photography, and post-production periods unless stated otherwise.
- (g) It is understood, should there be no Pre-production Agreement signed, that all rates and conditions of the full Collective Agreement shall be followed until such time as modifications are signed.

ARTICLE THREE – JURISDICTION

- (a) The Company recognizes I.A.T.S.E. Local 210 as the exclusive and sole Bargaining Agent for all Employees or Dependent Contractors hired by the Company in the job classifications and categories as listed in Schedule (A2), except in cases where job classifications (Accounting, Art) are also represented by another Union and the individual is a Member "in good standing" of that Union; then the Company and the Union recognize the individual's right to choose representation without coercion from the Employer. All applicable dues, fees, and fringes would be remitted to the chosen union.
- (b) The Company or its agents will not contract out, subcontract, or otherwise assign any bargaining unit work to which customarily and historically has been performed by Employees covered by this agreement to another person, business entity, corporation, or association unless the Union consents thereto; except where the Company requires special skills, facilities, or resources unavailable through the Union or the work of the type being subcontracted has heretofore been subcontracted by a producer engaged in the motion picture industry. The Company must first consult with the Union subcontracting any bargaining unit work.

ARTICLE FOUR – HIRING POLICIES

- (a) The Union agrees to furnish all Employees covered by this Agreement to perform work in the job classifications of each Department as listed in Schedule (A2) of 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 Company will select their Head of each Department from the Local 210 Membership. The Department Head will then select an Assistant Head of Department/First Assistant and all additional crew including “day calls” from the Local 210 Membership roster, regardless of seniority. The Company also has the option of submitting crew requests to the Union’s dispatch office to fill calls by classification seniority. In the event that the Union is unable to supply qualified personnel, the Company may request a Work Permit as per Article Five. It is understood that the Department Head and the First Assistant will be hired prior to the remainder of the crew as outlined per Department in Schedule (A2).
- (c) If the Company chooses to hire an individual who is not a Member of Local 210 and does not qualify for a Work Permit as set out in this Agreement, the Company must hire a Counter Match position. In the situation where a permit being granted is contingent on a Counter Match position being hired from the Union, the Member must be employed for at least the same hours.
- (d) An employee required to work in a higher classification will be paid at the higher classification for the actual time worked for a minimum of 2 hours and with no split shifts.
- (e) If additional units are to be hired, the Company must notify the Union in advance to discuss crewing.
- (f) Employees called to work will be paid not less than eight (8) hours at the applicable prevailing rate except as provided for in Article 10 (f) (“French Hours”).
- (g) Unpaid stand-by calls will not be allowed.
- (h) In the event that the Union shall in any specific instance be unable to fill a position as required, the Company and the Union together shall make other arrangements, as they deem advisable. The Union will not, by reason of such failure, be deemed in breach of this Agreement.
- (i) Employment shall be on a daily or weekly basis. An employee hired on a daily basis who works eleven consecutive scheduled days of work will be re-classified as a weekly employee. Employment for a longer term shall be specifically set forth in writing. An Employee may be replaced following completion of their period of employment.

ARTICLE FIVE – WORK PERMITS

- (a) The Individual/Company must apply for a Work Permit in the applicable form attached to this Agreement as SCHEDULE (E), and shall not commence work in the Union’s jurisdiction until the Company has a copy of the Work Permit signed by the individual and endorsed by the Union. The Work Permit request must be submitted at least five (5) days prior to the call and be accompanied by the following information:
 - i) the reason for the necessity of that individual being permitted;
 - ii) a list of credits/credentials and/or a professional resume of the requested Permit;

- iii) proof of the requested Permit's Union affiliation and standing, if applicable.
- (b) After the Company has given reasonable consideration (including the granting of an interview if requested by the Union) to available qualified applicants, the Union may grant to the Company Work Permits for person(s) who satisfy the following criteria:
 - i) persons who hold three (3) screen credits on dramatic productions (including situation comedy) that have employed the proposed Director, Producer, or Director of Photography; or
 - ii) persons who have personally received at least one (1) nomination for an internationally recognized industry award (e.g. Academy Award, Emmy, Golden Globe, Canadian Screen Awards, British Academy Award); or
 - iii) persons who will operate specialty equipment not available in Alberta; or
 - iv) persons for whose position the Union is unable to supply qualified personnel.
- (c) Any I.A.T.S.E. Member working under an I.A.T.S.E. Local 210 Work Permit will be remunerated as a local hire unless better conditions are stated on his/her Deal Memo.
- (d) Work Permits will be granted for a personal Makeup Artist, personal Hair Stylist, and/or personal Dresser, per individual Cast member, and that Cast member's Stunt and/or Photo Doubles. If the Permitted Employee is unavailable to implement these duties, then an I.A.T.S.E. Local 210 Member will be assigned as needed in consultation with the Head of Department.

- ARTICLE SIX - CREW CALLS / CANCELLATIONS

- (a) The Company must use its best efforts to give the Union a minimum of twenty-four (24) hours notice before a call of additional crew requirements outside Local 210 Studio Zone, and a minimum of twelve (12) hours within the Studio Zone.
- (b) The Company agrees that when placing calls for crew requirements beyond Department Head or Assistant Department Head it must be clearly indicated whether the call is for a daily employee or a weekly employee. If the Union is unable to supply a Member for the position, then a Local 210 Permittee may be supplied (as a "daily" only) until such time as the Union notifies the Company that a qualified and capable Member is available. Upon notice from the Union, the Company will release Permittees at the end of their work day and hire qualified Union Members who can perform the work as required except when the daily permit employee has worked the required days to qualify as a weekly employee.
- (c) Any change or cancellation to next day calls will be made BEFORE the Employee leaves the workplace at the end of the work day. The minimum information required to articulate a call to an employee at the end of the work day, is the time and location to report to for the next day's work. Employees who are not working the day prior to the call must have a minimum of ten (10) hours notice prior to travel time or the start time of the call, whichever comes first. Employees will be paid a minimum of eight (8) hours at the applicable rate for all canceled calls without due notice. In the case of individuals hired as weekly employees they will be paid a minimum of eight (8) hours regardless of whether due notice is given.
- (e) The Company may issue a "weather-permitting" call for environmental conditions including but not limited to, wildfire smoke, 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.

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 Union agrees that it will not unreasonably deny a request by the Company to issue a “weather-permitting” call under this article for other weather conditions.

- (f) The Company may declare a Force Majeure due to circumstances considered to be uninsurable acts of God. The Company may cancel subsequent work calls, lay off Employees or otherwise suspend production as the result of an inability to provide work. Employees will be paid at least for the minimum call should the Force Majeure occur during working hours or during/after travel outside of the Studio Zone. Should a Force Majeure last fourteen (14) days or longer, all weekly employees will be formally laid off and receive one week’s pay.
- (g) **For any and all additional days (except 6th & 7th days, and statutory holidays as per ARTICLE 16 (c) iii) not worked while on distant location, the Employee will receive eight (8) hours of straight time pay plus a single \$ per diem.** This would apply to crew members on a distant location regardless of a weekly or daily deal memo.

ARTICLE SEVEN - HOURS OF WORK / WORK WEEK / HIATUS

- (a) Each individual Employee may have a different and distinct work week. The Employee’s work week begins on the first day worked, unless the fractional work week is utilized in order to match the Employee’s schedule with the work unit’s work week. A “work unit” means a first unit, second unit, splinter unit, or any identifiable group of Employees working together within the Employer’s productions.
- (b) The Company will implement a regular five (5) day workweek. If either of the two established days off in the workweek are worked, the established sixth day will be paid at 6th day premiums and the established 7th day will be paid at 7th day premiums for those employees who have worked (ALL OF THE SCHEDULED WORK DAYS) or, 5 consecutive days in that workweek or all of their scheduled days in that workweek. The producer may not schedule work days to avoid premium pay. This practice will reset the workweek to the established regular workweek. It is understood that regardless of the established workweek, any individual who works six, (6) or seven (7) consecutive days will be paid 6th and 7th day premiums on those days worked that are established days off.
- (c) The Employer shall not lay off and rehire the same Employee within the same work week for the sole purpose of avoiding premium pay.
- (d) No Employee shall be entitled to bump another Employee in order to receive premium pay.
- (e) The regular workday will consist of eight (8) hours, and there will not be split shifts.
- (f) **Minimum Call** is not less than eight (8) hours per day except as amended herein. An employee may be called to work for a minimum of not less than 4 hours pay at the employee’s straight time contracted hourly rate exclusively for production meetings, rehearsals and location scouting. 6th and 7th day premiums may apply. Weekly employees shall have the first right of refusal for work performed on 6th and 7th days.
- (g) **Shifted Workweek:** Production will be allowed to shift the workweek with seven (7) days’ notice to the Employee and The Union with the appropriate days off as per the Collective Agreement. Shifting the workweek back will be allowed at the end of the next workweek provided that, once the shift in workweek has been executed, any additional requests for shift in the workweek would not be allowed earlier than six (6) weeks from the date that the workweek had shifted.

-To shift the Work Week forward, add one or two additional days to the preceding Work Week and begin the shifted Work Week on the following day.

-To shift the Work Week back by one day, change the seventh day of the preceding Work Week to the first day of the shifted Work Week, provided that the sixth day of the preceding Work Week is a day off [minimum of thirty-four (34) hour rest period].

-To shift the Work Week back by two days, make the preceding Work Week a prorated four day Work Week, giving the fifth day off [minimum of thirty-four (34) hour rest period] and making the sixth day the first day of the shifted Work Week.

Any Employees who work six or seven days in a Work Week shall be paid 6th or 7th day rates.

(h) **Hiatus:** In the event of a hiatus (a break in production) of fourteen (14) consecutive days or less, the Company and the Employees shall retain an employment relationship such that the Company will retain recall rights and be responsible for all applicable Holiday Pay incurred during said hiatus except as allowed in paragraph i). When applicable, holiday remuneration will be payable pursuant to Article Fourteen of this Agreement. All basic Employee and Company rights and obligations will apply pursuant to the Alberta Employment Standards Code.

i) The three (3) statutory holidays at Christmas are not worked/not paid except where the Christmas break is ten (10) consecutive days or less.

ii) Any hiatus, called after principal photography has begun will require 10 calendar days prior written notice for approval by The Union.

ARTICLE EIGHT – OVERTIME

Calculations are based on the Employee’s negotiated hourly rate. Compensation for overtime, penalties and premiums will be capped at triple time, with the exception of any meal penalties, which will be in addition to the triple time cap.

	Days 1 – 5	Day 6	Day 7
First 8 hours =	straight time	1 ½ time	double time
Next 4 hours =	1½ time	double time	triple time
Next 2 hours =	double time	triple time	triple time
Next 2 hours =	triple time	* triple	* triple time
Thereafter =	* triple	** triple	** triple time

* these periods trigger a 2 hour extension to turnaround

** these periods trigger a 4 hour extension to turnaround

ARTICLE NINE - TURNAROUND (DAILY / WEEKLY REST PERIODS)

(a) There will be a minimum rest period of ten (10) hours between the end of one shift and the beginning of the next call, except for extremely long days as covered in Article Eight (*)(**). Call time notification: The Employer must provide a call time and location to all Employees with a minimum call time and location, with a minimum notification time of daily Turnaround. If such rest period is encroached, the Employee shall be paid for the encroached time at the same rate such Employee was receiving at the end of the Employee’s preceding shift, but in no event less than one and a half times ((1.5x) the Employees straight time contracted hourly rate. In no event shall such rate be in excess of three times(3x) such Employee’s straight time contracted hourly rate.

(b) The minimum amount of rest on a five (5) day work week shall be fifty-four (54) hours.

(c) The minimum amount of rest on a six (6) day work week will be thirty-four (34) consecutive hours.

(d) The minimum amount of rest on a three (3) day break will be seventy-eight (78) consecutive hours.

- (e) Encroachment of an Employee's rest period shall be paid at three (3) times the Employee's negotiated hourly rate. In no circumstance shall the penalty exceed three (3) times the Employee's negotiated hourly rate. All rest periods will be free from Company work. To clarify, the penalty for the encroachment of any rest period applies to the invaded hours only.
- (f) **Shuttles:** In the interests of safety, the Company will be proactive and be prepared to supply shuttles/transportation to Employees who work, or who are expected to work, in excess of fourteen (14) hours per day outside of the Edmonton Zone and who are then required to report back to work with less than ten (10) hours of turnaround. In the event that employees are separated from their private vehicles because of the need to transport them after working in excess of fourteen (14) hours the Company will make suitable arrangements to reunite the employee with their vehicle. See "Sleep Deprivation" fact sheet in Schedule F for additional information.

ARTICLE TEN – MEALS / BREAKS / FRENCH HOURS

- (a) All on-set Employees are to receive a first unpaid meal/rest period of thirty (30) minutes commencing NOT earlier than the beginning of the fifth hour of work, and not later than the end of the sixth hour of work, from the beginning of the individuals' start times, as given by the Company to each Employee. Subsequent meal/rest periods will commence not earlier than the beginning of the fourth hour of work, and not later than the end of the sixth hour of work, after the end of a prior meal/rest period. Thirty (30) minutes maximum will be deducted from Employees' time sheets for each meal/rest period received.
 - i) The meal/rest period will commence when the **LAST** I.A.T.S.E. Local 210 Member/Permit has been served and seated. The meal period will end thirty (30) minutes later. Travel back to the set to continue the day's work will commence after the thirty (30) minute meal/rest period has finished.
 - ii) Adequate time will be allowed for persons to get to a place of eating. Should the time, from calling lunch on set, to arriving at the lunch line, exceed twelve (12) minutes, meal penalty may apply.
 - iii) Any employee asked to jump the queue at the lunch line or any employee who is asked back to work before thirty (30) minutes from the last Employee served and seated has expired will receive a thirty (30) minute paid through lunch. To clarify, a thirty (30) minute paid through lunch stops incurring any further applicable meal penalties related to the 6 hour work period that precedes the commencement of the paid through lunch. To implement a paid through lunch it is assumed that the period for lunch will be: less than thirty (30) minutes, the member must be free from responsibilities of work, and be allowed to sit while they have the meal. If these conditions are not met then it will be assumed that no lunch was served and all meal penalties apply. Implementing a paid through lunch does not trigger a deduction for lunch from daily per Diem. Lunch meetings cannot be made mandatory and attendance at lunch meetings can be refused by an employee.
 - iv) Employees may have individual thirty (30) minute lunch breaks as required for production efficiency with consultation of the department head.
- (b) **Six Hour Penalty:** When the Employee is not able to commence a meal/rest period by the end of the sixth hour of work as specified in Section (a) above, the Employee will be paid a penalty in addition to his/her hourly rate, until such time as the meal period is forthcoming. This penalty will be \$3.00 for each 1/10th (.1) hour increment.
- (c) **Nine Hour Penalty:** If at any time, starting from general crew call, a work period extends past nine (9) hours without a meal/rest period, for a crew member with a two hour pre-call or less, the Company will pay the Employees **triple** the penalty, plus wages from the end of the employee's sixth (6) hour of work (retroactively), until such time as the meal/rest period is forthcoming. Any crew member with more than

a 2 hour pre-call will have the Nine Hour Penalty calculated from the start of their pre-call and NOT from general crew call.

- (d) **Hot Breakfast:** The Company will also provide to all on-set crew, at no cost to the Employees, an unpaid hot Breakfast at least one half-hour before general crew call. This unpaid breakfast does not waive penalties for pre-calls.
- (e) **Extension/Grace Periods:**
The Company's intent to invoke a grace period must be declared to the Shop Steward prior to its commencement. Each six (6) hour work period may be extended without penalty for the following:
- twelve (12) minutes to complete a shot in progress
If work exceeds such extension, then meal penalty shall be calculated and paid retroactively from the end of such six (6) hour period. Extensions are not to be scheduled or abused and may only be applied twice a week.
- (f) **French Hours:** The Company may, with at least eleven (11) hours notice, request "French Hours" from the Union with approval not to be unreasonably withheld. However, the implementation of "French Hours" depends upon prevailing logistical demands such as: weather; limited hours of light or darkness, or location availability. During severe weather, the implementation of French Hours shall be limited to two (2) days consecutively, at the discretion of the Union. "French Hours" are defined as follows:
- i) A guaranteed eleven (11) hour work period, including one sixty (60) minute non-deductible paid through meal period before the work begins and two (2) **mandatory** fifteen (15) minute non-deductible paid through breaks that cannot be combined as one half-hour break, and must be called by the 1st AD before camera wrap. Travel outside of the Zone is considered part of the workday. The eleven (11) hour period for all Local 210 on-set crew will begin when the Local 210 on-set crew member begins his/her day and all work/travel will end eleven hours later.
 - ii) Meal penalty shall not apply unless work continues past eleven (11) hours, in which case meal penalties will be paid commencing at the end of the sixth hour from the beginning of the first work period. Should the **mandatory** two (2) fifteen-minute breaks not be called by the 1st AD then the nine (9) hour meal penalty shall apply from an individual crew member's start time (not crew call).
 - iii) The Company will provide a hot buffet accessible to ALL Employees, commencing two hours after call time and continuing until camera wrap. The food will be brought to set and of good quality as per **ARTICLE 10 (h)**. Food will be brought to crew members who have difficulty leaving set at reasonable intervals, by caterers or members of the FACS department.
 - iv) When French Hours are implemented, it will apply to all Local 210 on-set crew (who are designated on French Hours) and those crew members will all have the same, identical eleven (11) hour work period. However, breaks may be taken at different times on a rotation basis if approved by the Head of Department (HOD) on set. Whether called by the 1st AD or the department head, two (2) fifteen (15) minute breaks are **mandatory** for everyone working on set. If per diem is being paid, lunch may be deducted (\$15.00).
 - v) All employees not on scheduled French Hours shall be accorded the meal standards per **ARTICLE TEN, in particular ARTICLE TEN (h)**.
 - vi) **ARTICLE TEN (c)**, the nine (9) hour penalty, shall not apply on a production day where the Company is operating under French Hours unless the two (2) fifteen (15) mandatory breaks are not called or the hot buffet is not positioned within 150 meters from set or food is not brought to crew members who have difficulty leaving set at regular intervals.
- (g) **Washroom Facilities:** Washroom and toilet facilities shall be provided in sufficient numbers by the Company at all sites and locations and shall be maintained to a standard at least equal to the standards required by the *Occupational Health and Safety Act*. The Union and the Company agree to discuss and address, in good faith, any specific issues that arise under this provision.

- (h) **Proper Meals:** It is the responsibility of the Shop Steward to bring to the attention of the Company any dissatisfaction with the quality of meals, so that the Company will improve the service to the mutual satisfaction of both parties. It is understood and agreed that “snacks” (i.e. soft drinks, hot dogs, pizza, etc.) or “box lunches” do not constitute a proper meal. Proper meals will be hot, with a reasonable selection. All taxes for meals are the responsibility of the Production Company.
- i) The Company will provide appropriate shelter for serving all catered meal/rest periods. The shelter will be sufficiently heated in colder weather. The shelter will have hand washing stations, with soap and hot water, at the entrance or reasonably nearby.
 - ii) The Company will use its best efforts to provide reusable dishes, containers, and cutlery.
- (i) **Craft Service:** All Employees including non-shooting crew will be provided with hot beverages, cold water, juice, pop and other non-intoxicating beverages along with healthy snack food and other food provisions, as decided in consultation between the Production Manager and the Head of FA/CS and the Department Heads. The Company will supply this food and drink at no cost to the Employees. The Head of FA/CS shall be provided with a copy of each individual employees’ allergy and medical information that is collected by the company during the hiring of the crew. This information will be kept confidential within the FA/CS department. The onus is ultimately on the individual crew member to ensure that CS dept has this information.
- (j) **Non-Shooting Crew:** It is agreed that the Company will provide all Non-Shooting crew (whether in a studio, a shop, the production office, or on location) with a one half (1/2) hour paid through lunch/rest period, when no meal is provided. A minimum of five dollars (\$5.00) per day per person will be budgeted and paid for craft service supplies. If this allowance is deemed taxable by production, the daily allowance will be \$7.50. However, should the Shooting Crew be working at the same site as a Non-Shooting Crew, the Non-Shooting Crew will be provided with the same meal/rest period as the Shooting Crew.

It is agreed that in conjunction with the above meal/rest periods, the Non-Shooting Crew will receive one (1) twenty (20) minute coffee break during each six (6) hour work period. Employees will be responsible for scheduling their own meal and coffee breaks in consultation between the Coordinator, supervisor and crew. Craft service will be provided as per paragraph (i).

ARTICLE ELEVEN - WAGES AND DEDUCTIONS

- (a) The Company agrees to pay ALL Employees rates of pay not less than those rates as set out in SCHEDULE (A2). If remuneration is negotiated as a daily or weekly remuneration, said remuneration will be for a maximum of twelve (12) hours per day, unless otherwise agreed to on individual Deal Memos. All penalties and premiums will apply to all crew working daily/weekly fees unless otherwise agreed to on individual Deal Memos provided that the specific penalties and premiums in question combined with the rate do not fall below the minimum standards of pay articulated in the Collective Agreement. At no time can the Company offer or accept terms and conditions lesser than what is provided for in the Collective Agreement. Meal penalties will not apply to off-set crew who schedule their own meal breaks.
- (b) Time will be calculated on the basis of 1/10th of an hour, so that Employees will be paid for 1/10th of an hour period(s) when any 1/10th of an hour period is worked.

(c) If an Employee leaves the workplace of his/her own accord for personal reasons including illness, the Employee will only be paid for actual hours worked. *An Employee hired as a weekly employee is entitled to paid sick leave as follows:*

less than 20 days-----0 paid sick days
20-40 days -----1 paid sick day
41-60 days -----2 paid sick days
61-80 days -----3 paid sick days
81-100 days -----4 paid sick days
100 + days ----- 5 paid sick days

(d) Payment for all work performed will be ready for pick-up from the production office not later than on the Friday of the following work week, regardless of what day of the work week Friday falls and will be no later than 4:00p.m. for the “daily Employees” **OR** delivered to set/worksites no later than “lunch” for “weekly Employees”. The Company will affix a copy of the Employee’s time sheet to the paycheque, showing earnings and deductions in detail, and a copy shall also be provided to the Union. The Company shall also affix a copy of the Employee’s Deal Memo to the very first paycheque received by that Employee...**OR...Payment for all work performed in a workweek may be paid by direct deposit.** Payments will be processed on the fourth (4th) workday of the following week and may be deposited in the Employee’s account up to 11:59 p.m. on the fifth workday. Paystub information shall be made available to Employees by 4:00p.m. on the Friday following the workweek via either secure electronic means or regular mail. Such information will provide the earnings and deductions in detail and a copy shall also be provided to the Union. Paper paycheques and paystubs shall be available to all employees upon request.

- (e) In the event of a late payment by the Company, a penalty of three (3%) percent of gross wages for that week will be paid to an Employee for each week that the payment of wages is deemed to be late. The calculations will begin at the end of the designated payday and will continue-until the outstanding, including penalty, are paid. The penalty can be added to the next pay cheque for wages or paid by separate cheque. In the event of a late payment, the Company will immediately notify the Union and crew and begin immediate discussions with the Union. In addition, employees must make sure their timecards are submitted in a timely manner. If the employee has not received their paycheck on a regular pay day, the employee must notify The Company/Employer of such a missing paycheck immediately, but no later than 2 business days after the paycheck was due. Should the employee not submit a timecard and/or report a missing paycheck, in a timely manner, then in such a circumstance, late penalties shall NOT apply.
- (f) The non-payment of wages and other monies, when due to an Employee or to the Union, will constitute a breach of this Agreement by the Company. The Company will pay all reasonable legal and other costs incurred in the collection of overdue monies as determined by an arbitrator. In the event of non-payment, the Union and its Members are under no obligation to provide services or to avert a work stoppage.
- (g) The Company will cooperate by providing the Union with relevant payroll information if questions arise as to accurate payment of wages. The Company will not alter Employees’ time sheets without a prior explanation to the employee.
- (h) The Company will provide the Union with all of the following information:
 - i) a list of Employees, showing names and job function classifications and rates of pay;
 - ii) hires, discharges, suspensions, resignations, etc.
 - iii) copies of all deal memos within five (5) days of obtaining the employee’s signature.

ARTICLE TWELVE – FRINGE RATES

In addition to the remuneration of wages, the Company will pay:

	High Budget	Tier A	Tier B	Tier C	Tier D
Administration/ Training Fee	3%	2%	1%	1%	.5%
Pension RSP	8%	7%	6%	5%	4%
Health and Welfare	6%	6%	6%	5%	5%
Vacation Pay	4%	4%	4%	4%	4%
TOTAL	21%	19%	17%	15%	13.5%
Holiday Pay	3%	3%	3%	3%	3%
Multi-Year, Term Deal incentive	Tier A Fringes	Tier B Fringes	Tier C Fringes	NA	NA

Fringes are calculated on Gross Wages, which includes Vacation Pay [see Article 14 (g)].

See Schedule (A1) for Budget/Tier breakdown.

Definitions:

- **Permittee** is an individual who has been approved by Local 210 for employment and is working towards full membership in The Local.
- **Work Permit Employee** is an out of jurisdiction person who has been granted permission by I.A.T.S.E. Local 210 to work on a specific production at the request of the Company.
- **Gross Wages** include straight time, overtime, premiums, penalties, and vacation pay.
- **Fringes** include administration fee, pension, and health & welfare.

- (a) Administration & Training Fee: is paid weekly to the Union on behalf of all I.A.T.S.E. Local 210 Members, Work Permits and Permittees with full remittance breakdown. **This fee is subject to GST.**
- (b) RRSP Contributions: are paid to the Union on behalf of all I.A.T.S.E members working under this agreement. It is agreed by the Union that RRSP contributions made by the Company shall be paid into accounts administered by the Canadian Entertainment Industry Retirement Plan (CEIRP) #62724 for IATSE members, and that such contribution shall be made payable from the first day of employment at such rates as are herein agreed.

For all other Employees, the Company shall make a contribution identical to the RRSP calculation, which will be added to the Employee’s weekly remuneration. “Other Employees” would include I.A.T.S.E. Local 210 Permittees and out-of-jurisdiction Work Permit Employees who do not belong to an I.A.T.S.E. Local.

- (c) Vacation Pay: is calculated as a percentage of Total Gross Earnings on straight time, overtime, premiums, and penalties, and is paid to all Employees with their weekly remuneration.
- (d) Holiday Pay: is calculated as a percentage of Total Gross Earnings on straight time, overtime, premiums, and penalties, and is paid to all Employees with their weekly remuneration.

- (e) Health and Welfare Benefits: are paid to the Union on behalf of all Employees. For Members of other I.A.T.S.E. Locals, the Union will forward their H & W contributions to their home Local as per their Deal Memo.
- (f) W.C.B./C.P.P./E.I.: The Company will make all Company Contributions under the Workers' Compensation Act (AB), Canada Pension Plan Act (Canada), Employment Insurance Act (Canada), and any mandatory plan or legislation that may be applicable.
- (h) Employee Working Dues: Three percent (3%) of all Local 210 Members' and Work Permit Employees' gross wages, will be deducted weekly and then paid to the Union. The Company will ensure authorization of this deduction by securing Employee signatures on the Deal Memo form contained herein. The Company will, in any event, be liable for such payments.

ARTICLE THIRTEEN – PERFORMANCE BOND

- (a) Notwithstanding any provisions within 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 Letter of Adherence with the Union, accompanied by the appropriate Performance Bond to guarantee wages and other moneys due and payable. The Bond shall be: an amount equal to three (3) weeks estimated payroll and fringe benefit contributions for all Employees covered by this Collective Agreement. At the sole discretion of the Union this provision may be relaxed or amplified should a risk assessment of the production and its producers warrant such discretion. Payroll company must be identified prior to final negotiations.
- (c) The Bond shall only be released after a minimum of two (2) weeks has elapsed after the production has been completed, and only after Separation Certificates have been issued to all Employees and the Company satisfies all of the obligations of this Agreement, including the settlement of any outstanding grievances and only after it is mutually agreed between the Union and the Company to release the Bond. However, partial Bonds may be returned upon application at any time. The amount to be returned will be predicated on outstanding liability. Should an Arbitrator find that the Company has breached this Agreement, the Union may deduct from the amount of the Bond any moneys that the Arbitrator determines are owing to Employees and/or the Union arising out of a breach of this Agreement.

ARTICLE FOURTEEN – HOLIDAY PAY / VACATION PAY / BEREAVEMENT

- (a) The following days will be recognized as General Holidays and must be observed as such: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. When a Holiday, other than New Year's Day, Good Friday, National Day for Truth and Reconciliation, Remembrance Day, Christmas Day and Boxing Day falls on the second, third or fourth work day of the workweek, the Company may designate the first or fifth work day of the workweek as the day the Holiday is to be observed, and the actual day of the Holiday shall be worked and paid for at straight time. The Company shall file notice of the designated Holiday schedule with the Union prior to the commencement of Principal Photography.
- (b) The rate of pay for work performed on a Holiday shall be the same as the rate of pay for the Sixth day worked in the work week (Article Eight). If a Holiday falls on a Sixth day worked, the rate of pay shall be the same as that of a Seventh day worked (Article Eight). If a Holiday falls on a Seventh day worked, then the rate of pay shall be triple time for the entire day worked.

- (c) Work performed on a General Holiday will be capped at three times (3x) the Employee's negotiated hourly rate.
- (j) Payment for an unworked Holiday shall be compensated pursuant to Article Twelve of this Agreement, whereby a Holiday Pay Fringe payable to all Employees is the means by which unworked Holidays are paid. An Employee engaged on a weekly guarantee will have his/her weekly rate or guarantee reduced by one-fifth (1/5) for each unworked holiday that falls within the Employee's guaranteed work week. The Holiday Pay fringe is set at 2.75%.
- (e) The Holiday Pay Fringe shall apply against a guaranteed period of employment whether worked or not.
- (f) Vacation Pay is calculated on straight time, overtime, premiums, and penalties, and is to be paid at a rate of four percent (4%) to all Employees with their weekly remuneration.
- (g) Employees considered to be "weekly hires" will be granted a minimum of three days Bereavement Leave immediately following the death of a family member, (*i.e.* Employee's spouse; Employee's father or mother or the spouse of the father or mother; Employee's child(ren) and child(ren) of the Employee's spouse; Employee's grandchild(ren); Employee's siblings; the grandfather and grandmother of the Employee; the father and mother of the spouse of the Employee and the spouse of the father or mother; and any relative of the Employee who reside permanently with the Employee or with whom the Employee permanently resides).

"Spouse" will also mean "Common Law Partner" (a person who has been cohabiting with an individual in a conjugal relationship for at least one year immediately before the individual's death).

Any days during the Bereavement leave period that would have been working days for the Employee will be paid the equivalent of eight hours per day at the Employee's negotiated hourly rate.

ARTICLE FIFTEEN – PREMIUMS & PARKING

- (a) Employees who agree to use a private vehicle for production work, as requested by the Company, will be paid a minimum of seventy (\$0.70) cents per kilometer or, alternatively, at the company's election, thirty dollars (\$30) per day plus fuel costs. It is understood that the use of personal vehicles on all nighttime, weekend and off-camera hour shifts outside the Edmonton Zone and all mid-day location moves within the Edmonton Zone will be paid for unless specified otherwise in writing by the Company.
- (b) Qualified Employees, when requested by the Company to drive a one (1) ton production vehicle, will be paid a minimum premium of forty dollars (\$40.00) per day for each day they drive said vehicle. The Company is responsible for all costs associated with production vehicles, including fuel.
- (c) Whenever the Company does not provide transportation, the Employees shall be provided secure or supervised parking within a reasonable distance from the work site and at no cost to the Employees. If such parking area is not provided, the Company will reimburse each Employee for parking fees and the call sheet will provide directions to available parking lots in the area. Parking reimbursements will be either paid from "petty cash" or claimed on Employees' time sheets as a non-taxable expense, with parking receipts attached if applicable.
- (d) The Company is not required to pay for personal vehicle parking costs if instead they provide crew/equipment shuttles from a free parking area to the work site and back at the end of the day. However, all transportation time on the shuttles will be considered as part of the Employee's workday whether inside or outside of the Zone.

- (k) Any IATSE crew member or permit that operates any equipment requiring certification to do so shall, at minimum, receive the appropriate rate as identified in Schedule A2 for the remainder of the workday beginning from the time that operating this equipment begins. Operators must complete a pre-use inspection checklist prior to each use of equipment.
- (f) Anytime a crew member reports to a distant location and production does not offer a shuttle, that employee will be paid mileage as outlined in ARTICLE FIFTEEN (a), calculated from the edge of the zone to the location and from the location back to the edge of the zone on the return trip.

ARTICLE SIXTEEN – TRAVEL / ACCOMMODATION / PER DIEM

a) TRAVEL

- i) The Edmonton Zone and beyond
 - i.i To establish travel time beyond the Edmonton Zone, using Google Maps;
 - Drop a pin onto the location.
 - Drop the next pin onto the nearest exit from the Anthony Henday.
 - Select the “directions” button for exact travel time.
 - If travel time is eighteen (18) minutes or less, the location is “in-Zone” and no paid travel is required.
 - If travel time is greater than eighteen (18) minutes, subtract eighteen (18) minutes of unpaid travel time to determine the paid travel time to location.
 - i.ii - Outside of the Edmonton Zone the reporting location is crew parking, not the shooting location.
 - i.iii - Paid travel time will include any necessary additional time calculated by traveling on private roads.
 - i.iv - Travel on a private road will be calculated at 20 km/hr unless an increase is agreed to by the Union.
 - i.v - The Union will allow a travel time exclusion of 300 meters on a private road to access parking.
 - i.vi - If there is a significant discrepancy between the Google Maps calculation and the physical measurement of the exact distance/speed limit = time traveled, the physical measurement calculation will prevail.

The Edmonton Zone is illustrated in Schedule (G).

- ii) The workday will be defined as the accumulative of time worked [minimum of eight (8) hours], plus actual travel time incurred in commuting to and from locations beyond the Edmonton Zone. As travel time is considered part of the workday, it will be subject to all provisions for remuneration as well as overtime, and turnaround penalties as described herein. Such travel time will not be subject to meal penalties at the beginning of the day if breakfast is served by The Company, or at the end of the day if 2nd meal is served by The Company unless meal penalties have commenced before travel starts, in which case meal penalties continue to accrue until the end of the day. Adverse road and weather conditions will be taken into account when calculating travel time. Employees will not be expected to drive personal vehicles on rough terrain; shuttles will be provided.
- iii) When Employees are required to work at a location beyond the Edmonton Zone, the Company agrees to originate and terminate the call at the Edmonton Zone limit. If any location requires Employees to travel in and out of the Edmonton Zone in order to reach their destination, the Employees’ workday will begin at the moment they first leave the Zone. Each Employee will have

only one departure point at the start of the workday and one destination point at the end of the workday.

- iv) **Travel Days:** Travel days will be a minimum four (4) hour call at straight time unless travel exceeds four hours, in which case the minimum call will be eight hours at straight time. The second consecutive day of travel will be at double time using the same four hour or eight (8) hour minimum call criteria. Per diems will be thirty dollars (\$30) on a four (4) hour call and full per diem on an eight-hour call. Travel day pay on Statutory Holidays will be at two and one-half (2 ½) times the Employee's rate. Individual requests that transportation be provided by the Company will not be unreasonably refused. Travel only days will not be considered workdays. (Note: this provision sets forth minimum travel allowance payments – not minimum call times.)
- v) When providing commercial transportation, Economy Class air travel shall be considered adequate for the purpose of this Agreement except that Business Class air travel will be provided to any Employees traveling to or from destinations outside of North America.
- vi) All transportation provided by the Employer shall be clean and comfortable.
- vii) When Employees are required to move from one place of work to another, the Company will provide legal passenger transport and the time spent will be considered as time worked. Employees are not permitted to ride in the back of open or closed trucks nor ride in the freight areas of other vehicles.
- viii) Employees required to travel with a commercial air carrier must each be insured by the Company for the duration of the flight for not less than Five Hundred Thousand dollars (\$500,000.00).
- ix) Employees required to travel on a non-commercial air carrier such as a small aircraft or helicopter, must each be insured for not less than One Million dollars (\$1,000,000.00). Employees will be permitted to fill out a form specifying the beneficiary of choice prior to departure. The signed forms shall be filed and kept with the designated representative of the Company.
- x) Employees, refusing in good faith to travel by air, will not be discriminated against with respect to future work opportunities or assignments with the Company that do not require travel by air.
- xi) The Company will provide the Union proof of appropriate insurance whenever employees are required to travel by air.
- xii) Travel time will be considered work time. When work occurs on the same day as travel, the travel time will be used to complete the day's guarantee.
- xiii) For Distant Locations, the Employer may designate, after consulting with the Union, an additional Studio Zone(s) for an area within a circle having a radius of up to twenty-five (25) kilometers but not to exceed an average driving time of thirty (30) minutes, centered around an agreed upon central point. In such a case, payment for travel time will be negotiated.

(b) ACCOMMODATION

- i) Overnight accommodation will be required whenever travel time to/from the Edmonton Zone to a Distant Location presents excessive or unsafe driving conditions. A pre-production conference between the Company and the Union shall determine the specific criteria under which overnight accommodations will be required.

- ii) The Company will also be required to provide overnight accommodations whenever an Employee's workday on a Distant Location exceeds a total of fourteen (14) hours inclusive of all travel to/from a distant location. Should the Company not provide overnight accommodations in this instance, then each affected Employee will be entitled to and paid an additional three (3) hours pay based on the prevailing hourly rate at the end of said shift, plus all applicable penalties and fringes. Additionally, the Employee will receive a per diem payment of twenty-five dollars (\$25.00). If total travel time in a single workday is seventy-two (72) minutes or more and a room is not provided, the rest period will be increased by said travel time.
 - iii) **Courtesy Rooms:** If requested by the Employee and offered by the employer, Courtesy Rooms will not instigate penalties or per diem. However, appropriate travel will be paid. However, the appropriate travel time will be paid, calculated from the time taken to reach the edge of the Edmonton Zone, at the prevailing rate for the specific day that the courtesy room was used. Courtesy Rooms are not to be scheduled or abused.
 - iv) Employees required to remain overnight on a Distant Location will be provided with individual, clean, comfortable accommodations by the Company. In cases where there is a lack of proper accommodations, the Company will give serious consideration to transporting individuals to nearby locations that do have proper accommodations, within a thirty (30) minute drive.
- (c) **PER DIEM**
- i) On Distant Locations within any of the Canadian Provinces or Territories, the Employee shall be paid per diem allowance not less than seventy-five dollars (\$75.00) per day; all mountain resort areas eighty dollars (\$80.00) per day; and U.S.A. locations eighty dollars (\$80.00 U.S. funds) per day. Per diem must be paid in full, and received no later than the paycheque for the days that the per diem has been allocated. However, lunch, if provided at the expense of the Company, may be deducted from the per diem allowance in the following manner: Lunch –twenty dollars (\$20.00). There are no partial per diems and lunch is the only meal that is deductible.
 - ii) An Employee on distant location shall receive double \$ per diem on an unworked sixth day in lieu of any other payment, double \$ per diem on an unworked seventh day in lieu of any other payment and double \$ per diem on an unworked Statutory Holiday in lieu of any other payment. **For all additional days not worked while on distant location, the Employee will receive eight (8) hours of straight time pay plus a single \$ per diem.** (With respect to the per diem, fringe payments shall not apply.) This provision would apply to crew members on a distant location regardless of a daily or weekly deal memo.

ARTICLE SEVENTEEN - INDIVIDUAL AGREEMENTS

- (a) Nothing in this Agreement will prevent an individual, hired by the Company, from negotiating with and obtaining from the Company, better conditions and terms of employment than those found herein.
- (b) Nothing in this Agreement will prevent the Company from giving an individual, with or without consultation with the Union, better conditions and terms than herein provided.
- (c) Individuals subject to this Agreement will not be asked to agree to conditions that are less than those provided herein. The Company will provide the Union with a copy of any and all documents that are to be signed by Local 210 Members or Permittees whether they address wages, working conditions, or issues of liability. Such documents will be provided to the Union prior to the application of any signatures. Employees covered by this Agreement will not be required to assume exaggerated or unrealistic types of

liability. The Company will keep all personal Employee information secure in accordance with P.I.P.A. (Personal Information Protection Act). It will not be a condition of employment to provide personal medical information.

- (d) The Company will provide each individual as well as I.A.T.S.E. Local 210 with a copy of their fully signed Deal Memo within a week of the employee's signature. The company will also affix a copy of the Employee's submitted timesheet to the paycheque, showing earnings and deductions in detail, and a copy shall also be provided to the Union. No retroactive changes shall be made by the Company unless agreed to by the individual.
- (e) Granting individuals better terms and/or conditions, other than those provided in this Agreement, will NOT affect the terms and conditions of this Agreement, nor will the granting be considered in any manner as precedent for granting to other individuals or jobs, better terms and/or conditions other than those detailed herein provided.
- (f) The Company will not contract out, or permit a third party to contract out, Bargaining Unit work. No person outside the Bargaining Unit will perform Bargaining Unit work. It will not be considered a violation of this Agreement for Members of the Union to refuse to work with persons working within the jurisdiction of the Union who are not Members or Permittees.
- (g) Department Specific Guidelines are separate from this Collective Agreement. However, Members may refer to them when negotiating their individual Deal Memos. The Department Specific Guidelines cover industry standards and past practice in Local 210's jurisdiction.

ARTICLE EIGHTEEN - LAYOFF

- (a) Layoff is defined as a temporary or permanent severance of employment due to hiatus, shortage of work, or the scheduled end of employment. The Company agrees that in the event of a layoff of an Employee hired on a weekly basis, the Company will give such an Employee one week's written notice or one week's pay in lieu thereof, except in the case of dismissal for just cause. The one week's pay in lieu of written notice will equal what the employee would have earned had they worked the week immediately following their layoff. The Union agrees to require one week's written notice when an Employee wishes to leave the employ of the Company.
- (b) Daily Employees may be laid off due to the lack of work or may leave the employ of the Company upon giving notice at the end of any working day.
- (c) The Company agrees that should a layoff occur, the Employee(s) affected will be decided upon in consultation with the Department Head, Shop Steward, and Union Representative, taking seniority and job qualifications into consideration. An Employee NOT personally notified of the lay-off at the end of the shift, who reports for work at the next regular shift, will be considered as having been called for a minimum call of not less than eight (8) hours. The Union and The Company agree that written notification of layoff, made through a department head or on a call sheet or by verifiable personal email, will also be deemed as adequate personal layoff notification.

ARTICLE NINETEEN - COMPANY RIGHTS, DISMISSAL

- (a) The Company shall have the right to make, and the Union shall cause its Members to conform to, rules and regulations as the Company deems necessary for the conduct and management of its operations, provided

that such rules and regulations do not conflict with the terms of this Agreement, the By-Laws and working rules of the Union, any laws of Canada, a Province and/or Territory thereof, any municipal or similar authority, or a country or other political subdivision thereof, in which work is to be performed hereunder.

- (b) The Company shall have the right to dismiss any Employee hired under this agreement for which the Company can show just cause. In every case of dismissal for just cause the Company will immediately give to the Union and the Employee, in writing, the detail of reasons and circumstances of the dismissal.
- (c) No Employee shall be discharged (as distinguished from laid off) by the Company without just and reasonable cause. If the Union believes the action to be unjustified, the Union may file a grievance. Refusal to comply with an order, directive, or assignment that is unlawful, unsafe, or which is known by the Employee to be in violation of a location permit, shall not result in discipline or discharge. Just and reasonable cause shall mean:
 - i) breach of any reasonable regulation made by the Company governing the duties and functions that are necessary for the conduct and management of the business of the Company, insofar as the regulation does not conflict with the terms of this Agreement, and provided written regulations are made available to each Employee prior to employment;
 - ii) unsatisfactory performance of an Employee's duties;
 - iii) dishonesty, insubordination, or failure to comply with reasonable instructions issued by the Company;
 - iv) Crew members working under the IATSE 210 Collective Agreement agree that being under the influence of an impairing or intoxicating substance that inhibits the ability to work safely, and/or effectively, is prohibited while working under this agreement. In instances where a crew member is suspected of being under the influence, The Company may remove the crew member from the work-site and transport them to a safe place to ensure safety of the crew member and fellow co-workers, as well as to determine whether there is a violation of this prohibition. The Union will be notified immediately by The Company should any member be suspected of being under the influence of an impairing or intoxicating substance.
- (d) The parties agree that the principles of progressive discipline, as recognized by the Alberta Labour Relations Board, will be applied in appropriate circumstances. The Company agrees to have the Shop Steward witness all disciplinary measures and to provide the Union with a copy of all written reprimands.

ARTICLE TWENTY – UNION RIGHTS

- (a) Protection of Employees

The Company will save Employees harmless from all liability and necessary costs, including reasonable attorney's fees, due to any injury, loss or damage suffered by any cast, crew or bystander, as a result of any incident occurring in the performance of their duties within the scope of employment under this Agreement provided:

 - i) ARTICLE TWENTY, clause (a) shall not apply in any instance in which such injury, loss or damage is the result of, or caused by, gross negligence or misconduct of such Employees. For the purpose of this Article, gross negligence is defined as circumstances when it must be plain that the magnitude of the risks involved are such that if more than ordinary care is not taken, a mishap is likely to occur in which loss of life, serious injury or grave damage is almost inevitable.

- ii) immediately upon such Employees, or their representative, being informed of any claim or litigation, they shall notify and deliver to the Company every demand, notice, summons, complaint or other process received by them or their representative and,
 - iii) the Employee shall cooperate fully in the defense of the claim or action, including the attending of hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses.
- (b) The Company agrees to employ only Members who are in good standing with the Union, or Permit workers who have been duly approved in advance by the Union. Failure to abide by these conditions shall be sufficient reason and just cause for immediate dismissal.
- (d) The Company will permit a duly authorized Union Representative access to the workplace of any person employed by the Company in ALL of the Job Classification(s) as described in SCHEDULE (A2) of this Agreement. The Union agrees that such access shall not interfere with the ability of the Employee to perform normal duties. Union representatives will be provided with proper ID when necessary.
- (e) Indemnification: It is expressly understood and agreed that the Employer shall have no recourse of any kind against the Union in respect to training or the issuance of a certificate of training to any Employee under the provisions of any Federal, Provincial, Territorial, or Municipal regulating agency.

ARTICLE TWENTY-ONE – FREEDOM FROM PERSONAL HARASSMENT

IATSE Local 210 and the Producer (the “Parties”) agree that everyone should be able to work without fear of harassment or violence, in a safe and healthy environment. The Parties further agree to work cooperatively with each other so that the principles of this Article are honoured.

- (a) The Producer shall use its best efforts to maintain a working environment that is free from sexual, racial, or personal harassment and violence. To that end, the Producer shall comply with all applicable obligations pursuant to human rights and health and safety legislation.
- (d) For the purposes of this Article, sexual harassment includes without limitation, behavior such as:
 - (i) unwanted sexual attention of a persistent or abusive nature made by a person who knows or ought reasonably to know that such attention is unwanted;
 - (ii) implied or expressed promise of reward for complying with a sexually oriented request;
 - (iii) implied or expressed threat of reprisal, in the form of either actual reprisal or denial of opportunity, for refusal to comply with a sexually oriented request; and
 - (iv) sexually oriented remarks and behavior that may reasonably be perceived to create a negative psychological and/or emotional environment for work.
- (c) For the purposes of this Article, racial harassment includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, where such comment or conduct shows disrespect or causes humiliation to an Employee because of the Employee’s race, colour, creed, ancestry, place of origin, or ethnic origin.
- (d) For the purpose of this Article, personal harassment includes any comment or conduct that is known or ought reasonably to be known to be unwelcome or offensive, which creates an unduly intimidating working environment, which denies individual dignity and respect or which threatens the economic livelihood of that individual.

- (e) When an Employee believes that this Article has been breached in any way, the Employee shall immediately inform the Producer or its designated representative, either directly or with the assistance of the IATSE representative, of the unwelcome or offensive comment or conduct. If so informed, the IATSE representative shall immediately make the complaint known to a representative of the Producer. The Employee may at his or her discretion make his or her disapproval known to the individual whose conduct is in question. The Producer shall take immediate steps to investigate the complaint in as discreet and confidential a manner as possible, and to take appropriate action, up to and including dismissal, against any person found to have violated this Article.
- (f) Because of the sensitive nature of these types of complaints, all Parties shall address and resolve these complaints promptly and in as confidential a manner as possible.
- (g) The Producer will develop a statement on anti-harassment and violence prevention which will be communicated to the cast and crew prior to or on the first day of production. The Producer shall be deemed to have developed such statement where the statement replicates the language of paragraphs (a) to (f) of this Article.
- (h) The Parties agree that an Employee who violates this Article of the Collective Agreement or violates the Producer's statement on anti-harassment and violence prevention by engaging in harassing and/or violent behavior towards any other individual engaged on the Production, or by not respecting the statement, has displayed just cause as described in ARTICLE 19 (b).
- (i) Retaliation or reprisals against any Employee who, in good faith, raises a bona fide complaint pursuant to this Article will not be tolerated.

ARTICLE TWENTY-TWO - GRIEVANCE PROCEDURE

- (a) All Complaints, disagreements, or disputes between the Company and the Union or the Employees covered by this Agreement, which concern the interpretation, application, operation, and/or alleged contravention of this Collective Agreement or any related Deal Memo, shall be considered a Grievance.
- (b) The Grievance Procedure will be as follows:
 - i) When a dispute in the workplace between the Company and an Employee gives rise to a grievance, then the Employee, accompanied by the Union Steward where possible, shall immediately take his/her grievance up with the Production Manager or alternate appointed by the Company.
 - ii) Should a resolution not be reached, then the Employee may file a Notice of Grievance with the Union office within seven (7) calendar days of the occurrence upon which the grievance was based, or, within seven (7) calendar days after the facts underlying the grievance became known by the Employee. Upon receipt, a representative of the Union shall investigate the claims then discuss the matter with a representative of the Company.
 - iii) A representative of the Union may also invoke the Grievance Procedure on behalf of any Employee or Employees as set out in paragraph iv). Should the dispute be regarding payroll issues the above seven (7) day timeline may not be applicable. At this stage the Union and the Company will thoroughly discuss the matter and endeavor to reach an amicable settlement.
 - iv) When it is evident that a settlement is not forthcoming, then a grievance must be reduced to writing. This Grievance Letter must be submitted to the other party within twenty-one (21) calendar days of the filing of notice of grievance by the employee or Union Representative upon which the grievance is based, or, within twenty-one (21) calendar days after the facts underlying the grievance

became known or should have reasonably become known by the Employee, the Company, or the Union. Claims not submitted within this time period shall be deemed waived unless the claim is a payroll issue. For payroll issues the waiver time shall be extended to one hundred and eighty (180) days from when the paycheque or remittance giving rise to the grievance was issued.

- v) Should a resolution not be reached within seven (7) calendar days after receipt of the Grievance Letter, then the grievance will be submitted to a single Arbitrator, whose decision will be final and binding. Prior to arbitration, it may be agreed upon by both parties to seek non-binding mediation, which may (if an agreement is reached) eliminate the need for further proceedings.
 - vi) The Arbitrator will be a person agreed upon by the Company and the Union, and failing such agreement, either party may request the Minister of Labour to appoint an Arbitrator in accordance with the Alberta Labour Relations Code. All costs of Mediation and/or Arbitration will be borne equally by both parties.
 - vii) The Arbitrator and/or Arbitration Board will not be vested with the power to change, add to or otherwise amend any of the conditions of this Agreement.
- (c) The Company agrees that, after a written grievance has been lodged, the Company representatives(s) will not enter into discussions with the aggrieved Employee without prior consent of the Union.
 - (d) The Union and the Company also have the right to file grievances for alleged non-adherence to the collective agreement, and the time limits set out in article 22(b), iv) apply with necessary modifications, as does the exemption of payroll issues from the time limit.

ARTICLE TWENTY-THREE - HEALTH AND SAFETY

- (a) Workplace health and safety is the responsibility of the Employer as per the Alberta Occupational Health and Safety Act. Employees may refuse to perform work that they consider to be unsafe. The employer must review and address all safety concerns arising from employees being asked or required to work alone. At minimum, it is mandatory to hire an IATSE 210 Advanced First Aid attendant and/or an Emergency Medical Responder (EMR) for the duration of the production period, providing appropriate coverage during the prep period including attendance with appropriate input at all production/safety meetings, and any appropriate coverage during wrap period of the project in order to determine, and coordinate, all aspects of hiring the required appropriate medical practitioners.
- (b)
 - i) The employer will meet, at minimum, the requirements of the Alberta Occupational Health & Safety Regulations. The employer will supply the required medical staff and medical equipment to meet, or exceed, the minimum requirements listed in the Alberta Occupational Health & Safety Regulations and Code. All advanced first aid providers must hold a current advanced first aid certificate from an authorized Alberta Occupational Health & Safety approved first aid training agency.
 - ii) Should paramedic services of Advanced Care Paramedic (ACP), Primary Care Paramedic (PCP), be required at any worksite per Occupational Health & Safety Act, Regulations and Code, these individuals must be registered, and in good standing, with the Alberta College of Paramedics and have a current unrestricted practice permit to practice in Alberta. Should the Paramedic employed be a member of the HSAA, the employer must provide proof of good standing with the HSAA to IATSE local 210 within five (5) days of signing the deal memo.

Health Sciences Association of Alberta (HSAA)
18410-100 Avenue, Edmonton, AB, T5S 0K6 1-844-280-4722

iii) In addition to complying with Occupational Health & Safety Act, Regulations and Code, the company must engage Advanced Paramedic services (ACP), when hazardous working conditions, specific to motion picture worksites, are present. These hazardous working conditions can include, but are not limited to: large cast and crew days, stunt work, special effects involving pyrotechnics, difficult terrain limitations and severe weather conditions.

(c) When an Employee is unable to complete a shift because of an incapacitating injury sustained during the normal course of work, the injured Employee will be paid for the entire shift that he/she would have been entitled to had the injury not been sustained. The Employer shall immediately inform the Union when a workplace accident has resulted in an Employee being brought to the hospital. The Employer shall send the Union a copy of any accident or incident.

(d) Unsafe Working Conditions

An employee shall not be required to work in conditions that are in violation of the **Alberta Occupational Health and Safety Act** and any amendments thereto, or any enactments subsequently legislated in Alberta. Employees exercising their right to refuse unsafe work under such legislation will be protected in accordance with the applicable provision. No person shall dismiss or take any other disciplinary action against a worker by reason of that worker acting in compliance with this Act, the regulations, the adopted code or an order given under this Act or the regulation.

It is the Employer's responsibility to provide a clean, healthy work environment. The Union will inform Production of any working conditions that may pose a health or safety risk and the Employer will immediately resolve the issue. If the Union and the Employer cannot agree on a reasonable remedy, then an Occupational Health & Safety officer may be called in to offer recommendations. Worksites must have a healthy standard of cleanliness and sanitation in order to address the concern of working with biohazards including, but not limited to: garbage, mold, medical waste, drug paraphernalia, feces and urine. Specifically, crew will not be asked to work in close proximity to used needles and human and animal waste on urban sets as well as animal waste (avian & rodent) on rural sets. Industrial sites must be inspected and scrutinized for any industrial hazards.

(e) All Mobile Aerial Platform Operators must have current Fall Arrest and Elevated Aerial Work Platform training certificates. Any IATSE crew member or permit that operates an Elevated Aerial Work Platform shall, at minimum, receive the appropriate rate as identified in Schedule A2 for the remainder of the work day beginning from the time that operating this equipment begins.

(f) Inclement Weather and Electrical Equipment Guidelines:

i) When using elevated work platforms, wind speed shall be monitored. The platform must be either be lowered, or operated from ground level, when wind speeds at platform height exceed 40 km/hour or the manufacturer's limit. Considerations shall be given to any platform rigging or attachments as they increase the wind profile and may reduce the manufacture's limit.

ii) **In Accordance with AMPTP Safety Bulletins, if lightning strikes within or approaches a 16 km radius of any worksite (set, circus, prep, etc.), the crew shall take shelter. Aerial platforms must be evacuated. Work may resume only when thirty (30) minutes have elapsed after the last strike within a 16 km radius.**

ARTICLE TWENTY-FOUR – TRAINEES

Employing Trainees is encouraged by the Union. All trainee positions must be negotiated on a case-by-case basis with the Motion Picture Business Agent. Only the Union may place trainees in consultation with the Department Head and the Company.

Under no circumstances will anyone be engaged as a trainee under this agreement without prior consultation with The Union.

ARTICLE TWENTY-FIVE - SCREEN CREDITS

The Company shall give screen credits to all Department Heads and shall use best efforts to give screen credits to all First Assistants as well as crew members who are employed for the run of the show. Best efforts shall also be used to give screen credits to Construction crew members who are employed for at least half of the construction period. Those affected will have the right to refuse such Screen Credit if desired. In addition to the foregoing, the following will also appear with the Screen Credits:

**Filmed on location in the Province of Alberta, Canada
with crew from I.A.T.S.E. Local 210, Edmonton.**

The Company shall give title credit to the I.A.T.S.E. by displaying its official seal in accordance with standard industry practice.

ARTICLE TWENTY-SIX - TECHNOLOGICAL CHANGE

All disputes arising in relation to adjustment to technological change shall be finally and conclusively settled without stoppage of work, in accordance with ARTICLE TWENTY-TWO (22).

(a) Definition of Technological Change:

i) - As used herein, the term “technological change” means the introduction of any new or modified devices or equipment for the purpose of performing any work by the Employees covered by this Collective Agreement, which directly results in a change in the number of Employees employed under this Collective Agreement or which results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof or in requiring substantially different training, qualification or skills therefor.

(b) Notice of Technological Change:

i) – When an Employer specifically intends to implement a technological change it shall give written notice thereof to the Union as soon as possible, but not less than thirty (30) days prior to instituting such change.
ii) – If the Union believes that a technological change has occurred, it shall provide written notice thereof to all Employers as soon as possible, but not more than thirty (30) days after the Union or any employee/Union member knew or should have known of such technological change.

(c) – Technological Change Adjustment – Consultation Committee:

After notice has been given, the Employers and the Union shall meet pursuant to ARTICLE 22 and, in good faith, endeavor to develop a technological change adjustment plan, which may include provisions for the following:

i) – Human resource planning and Employee counselling and retraining.
ii) – Termination of a classification and creation of a new classification with appropriate scale minimum wage.
iii) – Notice of termination and severance pay for those Employees displaced by the technological change during the course of a production.

iv) – A bipartite process for overseeing the implementation of the adjustment plan.

(d) – Amendment to the Collective Agreement:

If, after meeting in accordance with subparagraph (c) of this ARTICLE 26, the parties have agreed to a technological change adjustment plan, it is enforceable as if it were part of the Collective Agreement and the Collective Agreement shall be amended accordingly.

ARTICLE TWENTY-SEVEN - TERM AND AGREEMENT

This Agreement will be in full force and effect from the date of signing until the wrap of the production on/or around the ____ day of _____, 20____. In the event that the production extends beyond this date, then this Agreement will continue in full force and effect until production work is completed or until the last IATSE member/permit has been laid off from the production. In the event that episodes, other than those contemplated in the setting of the original wrap date, are undertaken, the Company and the Union agree to bargain and agree upon new terms and conditions of employment before such production begins.

For I.A.T.S.E. Local 210:

For the Company:

Signature of Authorized Agent

Signature of Authorized Agent

Title

Title

Date

Date

Schedule (A1)

Budget Tier Breakdown/Auditing

The tier structure below shall apply to any eligible production that meets the budget criteria based on production costs. "Production costs" means all production costs inside and outside of Canada, "above" and "below the line", "pre-production," "production" and "post-production." Amounts below are stated in Canadian denominations; exchange rate conversion will apply for proper calculation.

Rates as per Schedule (A2)

Budget Tiers >	High Budget	Tier A Rates	Tier B Rates	Tier C Rates	Tier D Negotiable
Feature	Over \$18.6 Million	\$9.5 Million to \$18.6 Million	\$4 million to \$9.5 Million	Under \$4 Million	Under \$1.63 million
Episodic 1 Hour	Over \$10 Million	\$2 Million to \$10 Million per episode	\$1 Million to \$2 Million per episode	Under \$1 Million per episode	NA
Episodic 1/2 Hr	Over \$5 Million	\$900,000 to \$5 Million per episode	\$600,000 to \$900,000 per episode	Under \$600,000 per episode	NA
** Unit Shoots	High Budget Tier All unit shoots	NA	NA	NA	NA
1st season series	negotiable	negotiable	negotiable	negotiable	negotiable

** In this context "Unit Shoot" refers to any production originating outside the Local's jurisdiction and filming five (5) days or less within IATSE 210's jurisdiction.

Prior to the commencement of pre-production work on a motion picture as defined above and covered by this Agreement, the Employer shall submit to the Union a copy of the budget, the crew list when available, the title of the production, locations, and projected start and completion dates. Representatives of the Union or retained professionals shall have the right to review the budget and the above specified information and make inquiries to the Employer concerning the budget. The Employer agrees to cooperate and provide the additional information to the extent it can reasonably do so. A copy of the budget will not be required nor will the following provisions apply to those Productions paying full Tier A rates and fringes or as agreed to between the Employer and the Union.

The Employer shall provide the Union, upon request, with a report of the actual expenditures of the production (Final Expenditure or Cost Report) and such other relevant materials as the Union may require which show the actual cost of the production. In the event that the production costs (excluding costs reimbursed by insurance) of the motion picture have exceeded the applicable budget Tier by more than ten percent (10%) as determined by the budget established at commencement of principal photography, then the Employees employed on the motion picture and covered by this Agreement shall be paid retroactively for all hours worked or paid for at the wage rates, premiums, overtime, travel pay, and all identifiable labor costs that would be applicable under the provisions of the then current Agreement. For Employees covered by this Agreement, the wage rates shall be paid retroactively with a ten percent (10%) increase. If such overages are caused by fluctuating exchange rates or an Act of God, fire, earthquake, or governmental action, the above-referenced retroactive additional payments shall not be required. Notwithstanding the above-stated provisions, if the actual production costs (excluding costs reimbursed by insurance) of the motion picture exceed the applicable budget Tier with a ten percent (10%) or greater variance

and the Employer provides written notice to the IATSE that the production costs (excluding costs reimbursed by insurance) have exceeded the applicable ceiling in the relevant Tier category established under this Agreement no later than two (2) weeks prior to the completion of all post-production, then the wage rates applicable hereunder shall be automatically adjusted to the rates applicable to productions in the category established under this Agreement that encompasses the production costs of the production. If the Employer fails to provide the above written notice of a ten percent (10%) or greater variance, and/or if the production costs (excluding costs reimbursed by insurance) exceed the applicable Tier limit, with a ten percent (10%) or greater variance, then the labor costs as described in Tier A of this Agreement shall be applicable on a retroactive basis.

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

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

Fringes as per Article Twelve

	Feature	Tier A	Tier B (1st YR Episodic)	Tier C	Tier D
Administration/ Training Fee	3%	2%	1%	1%	.5%
Pension RSP	8%	7%	6%	5%	4%
Health and Welfare	6%	6%	6%	5%	5%
Vacation Pay	4%	4%	4%	4%	4%
TOTAL FRINGE	21%	19%	17%	15%	13.5%
Holiday Pay	3%	3%	3%	3%	3%

Multi-Year, Term Deal incentive	Tier A Fringes	Tier B Fringes	Tier C Fringes	NA	NA
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Schedule (A2)**Minimum Rates /2024**

All weekly remuneration on individual deal memos will be based on not greater than twelve- hour days except Editing Department which will be based on ten-hour days. Weekly rates are listed for Accounting, Editing and some Art Department categories.

See **Schedule (A1)** to determine the applicable budget column.

DEPARTMENTS**ACCOUNTING**

	High Budget	Tier A	Tier B	Tier C
Production Accountant	negotiable	negotiable	negotiable	negotiable
First Assistant Accountant	3,205.89	3,025.37	2,967.56	2,685.29
Second Assistant Accountant	2,115.97	2,040.32	1,962.30	1,783.29
Asset Manager	2,115.97	2,040.32	1,962.30	1,783.29
Accounting Clerk	1,758.97	1,678.05	1,597.40	1,507.88
Accounting Trainee	1,684.49	1,635.87	1,552.24	1,460.95

ART

Production Designer	negotiable	negotiable	negotiable	negotiable
Art Director	4,186.51	3,997.89	3,821.36	3,353.13
1st Assistant Art Director	3,336.21	3,175.56	3,015.78	2,781.67
Graphics Artist/Set Designer/Illustrator/ Storyboard Artist	44.51	43.27	40.91	37.86
2nd Assistant Art Director	41.31	40.08	37.17	34.78
Art Department Coordinator	39.33	37.79	35.25	32.92
Art Department Trainee	24.35	23.58	22.35	21.12

CONSTRUCTION

Construction Coordinator	47.90	45.73	45.73	45.73
Construction Foreman/Head Carp	45.31	43.19	43.19	43.19
Lead Carpenter/Lead Metal Fabricator	43.18	41.20	41.20	41.20
Certified Equipment operator	39.71	37.89	37.89	37.89
Scenic Carpenter/ Buyer/On-Set Standby Carpenter/Scenic Metal Fabricator/Model Maker	40.06	38.17	38.17	38.17
Carpenter/Maintenance Person	37.89	36.25	36.25	36.25
Assistant Carpenter	32.78	31.23	31.23	31.23
Metal Fabricator/Gizmo Builder	36.03	34.35	34.35	34.35
Labourer	31.52	29.56	29.56	29.56

COSTUME	High Budget	Tier A	Tier B	Tier C
Costume Designer	negotiable	negotiable	negotiable	36.21
Asst. Costume Designer	43.89	41.84	39.44	34.89
Set Supervisor/Costume Supervisor/Costume Coordinator	41.80	39.85	37.56	34.49
Cutter/Tailor/Draper/key breakdown	40.49	39.10	37.26	32.92
Truck Costumer/Costume Craftsperson/First Hand/ Performer's Costumer/Senior Stitcher /Buyer/Milliner/Dyer/Painter/ Breakdown Artist/Background Supervisor	39.39	37.79	35.25	29.56
Costumer	34.40	32.82	31.79	30.49
Stitcher	36.49	34.77	32.92	negotiable
Junior Stitcher/Cutter/Costumer *permittee only, and only if Senior Stitcher/Cutter/Costumer is also employed	29.14	27.33	25.20	negotiable

EDITORS (based on 10 hour days) IATSE members from other locals

Supervising Editor/Supervising Sound Editor	4,269.74	4,228.29	4,091.01	3,678.80
Editor	3,876.34	3,838.70	3,724.74	3,348.54
Sound Effects Editor/Music Editor/Dialogue Editor	66.12	65.49	63.06	49.30
Negative Cutter/Conformer	negotiable	negotiable	negotiable	negotiable
First Assistant Editor/ Assistant Dialogue Editor/Asst Sound Effects Editor	2,238.76	2,217.02	2,135.52	1,924.45
Second Assistant Editor	1,947.39	1,928.48	1,859.89	1,674.90

FIRST AID/CRAFT SERVICE

Head of FA/CS	45.31	43.19	40.44	37.04
First Assistant FA/CS	39.71	37.89	35.66	33.18
Craft Service Assistant	36.48	34.77	32.92	30.49

GREENS

Head Greens Person	45.31	43.19	40.44	37.04
Best Person/Lead Person	39.71	37.89	35.66	33.18
Certified Equipment operator	39.71	37.89	35.66	33.18
Greens Person	36.48	34.77	32.92	30.49
Labourer	31.52	29.56	27.85	27.00

GRIPS

Key Grip	45.31	43.19	40.44	37.04
Key Rigging Grip	41.82	39.49	37.44	35.10
Gimbal Operator (i.e. MOVI, Ronin)	58.77	56.14	53.21	49.22
Best Person	40.57	38.68	36.55	34.16
Dolly Operator	40.57	36.68	36.55	34.16
Lead	39.71	37.89	35.66	33.18
Certified Equipment Operator	39.71	37.89	35.66	33.18
Grip Crew	36.48	34.77	32.92	30.49

HAIR

Head of Department/Asst HOD	45.31	43.19	40.44	37.04
Key Hairstylist	39.71	37.89	35.66	33.18
Hairstylist	36.48	34.77	32.92	30.49
Specialty Hairstylist	Negotiable	Negotiable	Negotiable	Negotiable
Special Skills Hairstylist	39.39	37.77	35.25	32.92

HIGH RIGGER

HIGH RIGGER	43.95	42.40	40.44	37.04
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LIGHTING/ELECTRICS

Chief Lighting Technician/Gaffer	45.31	43.19	40.44	37.04
Rigging Gaffer	41.82	39.49	37.44	35.10
Best Person	40.57	38.68	36.55	34.16
Generator Operator	39.71	37.89	35.66	33.18
Lighting Console Operator	39.71	37.89	35.66	33.18
Set Wireman	39.71	37.89	35.66	33.18
Lead	39.71	37.89	35.66	33.18
Certified Equipment Operator	39.71	37.89	35.66	33.18
Lighting Technician/Lamp Operator/Rigging Lamp Operator	36.48	34.77	32.92	30.49
Advanced Lighting Console Operator	negotiable	negotiable	negotiable	negotiable

MAKEUP

Head of Dept./Prosthetic Make-up Effects Artist/ Assistant HOD	45.31	43.19	40.44	37.04
Key Make-up Artist	39.71	37.89	35.66	33.18
Make-up Artist	36.48	34.77	32.92	30.49
Special Skills Make-up Artist	39.39	37.79	35.25	32.92
Special Skills Make-up Artist	negotiable	negotiable	negotiable	negotiable
Animal Make-up Artist	39.39	37.79	35.25	32.92

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PAINTING

Paint Coordinator	47.90	45.73	45.73	45.73
Paint Foreman	45.31	43.19	43.19	43.19
Scenic Artist/Lead Painter/Sign Painter	43.18	41.20	41.20	41.20
Scenic Painter/On-Set Standby Painter Plasterer/Sculptor/Wallpaper Hanger	40.03	38.17	38.17	38.17
Certified Equipment Operator	39.71	37.89	37.89	37.89
Painter	37.89	36.24	36.24	36.24
Labourer	31.52	29.56	29.56	29.56

PARAMEDICS/FIRST RESPONDERS	Negotiable	Negotiable	Negotiable	Negotiable
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PROPS

Property Master	45.31	43.19	40.44	37.04
Assistant Property Master	39.71	37.89	35.66	33.18
Props Buyer/Props Builder	39.72	37.77	35.25	32.92
Armourer	negotiable	negotiable	negotiable	negotiable
Props Assistant	36.48	34.77	32.92	30.08
2nd Props Assistant	30.60	28.70	27.26	26.22
Specialty Props	negotiable	negotiable	negotiable	negotiable

SCRIPT SUPERVISORS	46.61	45.73	44.39	40.50
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SECURITY/WATCHMAN

Security Coordinator	45.31	43.19	40.44	37.04
Security Captain (when necessary)	39.71	37.89	35.66	33.18
Security Watchperson	31.52	29.56	28.08	27.00

SET DECORATING

Set Decorator	45.31	43.19	40.44	37.04
Assistant Set Decorator	39.82	38.00	35.76	33.29
Certified Equipment Operator	39.71	37.89	35.66	33.18
Set Buyer/On-Set Dresser/Lead Dresser/Set Dec Coordinator/Warehouse Supervisor	39.32	37.89	35.66	33.18
Draper/Upholster/ Set Dresser	36.48	34.77	32.92	30.49
Labourer	31.51	29.56	28.08	27.01

SOUND

Mixer (Production & Dubbing)	57.96	55.21	52.19	45.31
Boom Operator	48.63	46.40	43.71	38.61
Sound Assistant/Utility Sound Technician	37.19	35.08	34.09	30.85
Specialty	Negotiable	Negotiable	Negotiable	Negotiable

SPECIAL EFFECTS

Special Effects Coordinator/Supervisor	50.10	47.66	44.86	41.20
First Assistant Special Effects	45.58	43.49	40.50	35.45
Second Assistant Special Effects	40.10	38.66	38.52	33.56
Special Effects Fabricator	40.10	38.66	38.52	33.56
Buyer	40.10	38.66	38.52	33.56
Specialty	negotiable	negotiable	negotiable	negotiable

TUTORS

TUTORS	61.69	61.69	61.69	61.69
Specialty	negotiable	negotiable	negotiable	negotiable

VISUAL EFFECTS/CGI

Visual Effects Supervisor	negotiable	negotiable	negotiable	negotiable
Visual Effects Assistant	negotiable	negotiable	negotiable	negotiable
CGI Supervisor/Animator/Modeler	negotiable	negotiable	negotiable	negotiable

Schedule (E)

Work Permit Form for Non-IATSE member Crew

WORK PERMIT APPLICATION TO I.A.T.S.E. LOCAL 210

I hereby make application for a Work Permit from Local 210 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada. I authorize Local 210 to negotiate, bargain collectively, present and discuss grievances with the Company, as my representative and as my sole and exclusive Collective Bargaining agency. I shall abide by the Constitution, By-Laws, Decisions, Rules, Regulations and Working Conditions of Local 210. I base my application on the following facts that I affirm to be true:

I, _____ was born on _____
Name Day/Month/Year

Main residence: _____
Street Address

_____ City Province/State Postal/Zip code

Social Insurance Number _____ / Social Security Number _____

Email _____ Website _____

I am by occupation a _____ My Union Affiliations are _____

I wish to be employed by _____

On the production entitled _____

I AUTHORIZE THE ABOVE-MENTIONED COMPANY TO DEDUCT FROM MY GROSS WAGES A WORKING ASSESSMENT IN THE AMOUNT OF 4%, AND TO REMIT THAT AMOUNT TO I.A.T.S.E. LOCAL 210.

Signature of Applicant: _____ Dated: _____

I.A.T.S.E. Local 210 hereby confirms that the above named person is permitted to work as follows:

On the production currently entitled _____

Local 210 authorized agent: _____
Signature Title

Approved by: _____
Production Representative Title

Schedule (E2)

Work Permit Form for Out of 210 Jurisdiction-IATSE member Crew

I hereby make application for a Work Permit from Local 210 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada. I authorize Local 210 to negotiate, bargain collectively, present and discuss grievances with the Company, as my representative and as my sole and exclusive Collective Bargaining agent. I shall abide by the Constitution, By-Laws, Decisions, Rules, Regulations and Working Conditions of Local 210. I base my application on the following facts that I affirm to be true:

I, _____ was born on _____
Name Day/Month/Year

Main residence: _____
Street Address

City Province/State Postal/Zip code

Social Insurance Number _____ / Social Security Number _____

Email _____ Website _____

I am by occupation a _____ My Union Affiliations are _____

I wish to be employed by _____

On the production entitled _____

Signature of Applicant: _____ Dated: _____

I.A.T.S.E. Local 210 hereby confirms that the above named person is permitted to work as follows:

On the production currently entitled _____

Local 210 authorized agent: _____
Signature Title

Approved by: _____
Production Representative Title

Schedule (F)

Sleep Deprivation

Guidelines Regarding Extended Work Days

Theatrical and television productions are budgeted for specified hours of production. There are cost deterrents, which encourage the production to be on budget and on time.

When an extended workday is necessary, the need for same should be identified as far in advance as possible so that appropriate planning may occur.

The following guidelines set forth common sense measures, which should be considered when extended workdays are necessitated:

1. Sleep deprivation, which may be caused by factors other than an extended workday, should be identified by the Employee. The Canadian Automobile Association (CAA) cautions drivers as to the following signs:
 - Eyes closing by themselves
 - Difficulty in paying attention
 - Frequent yawning
 - Swerving in lane

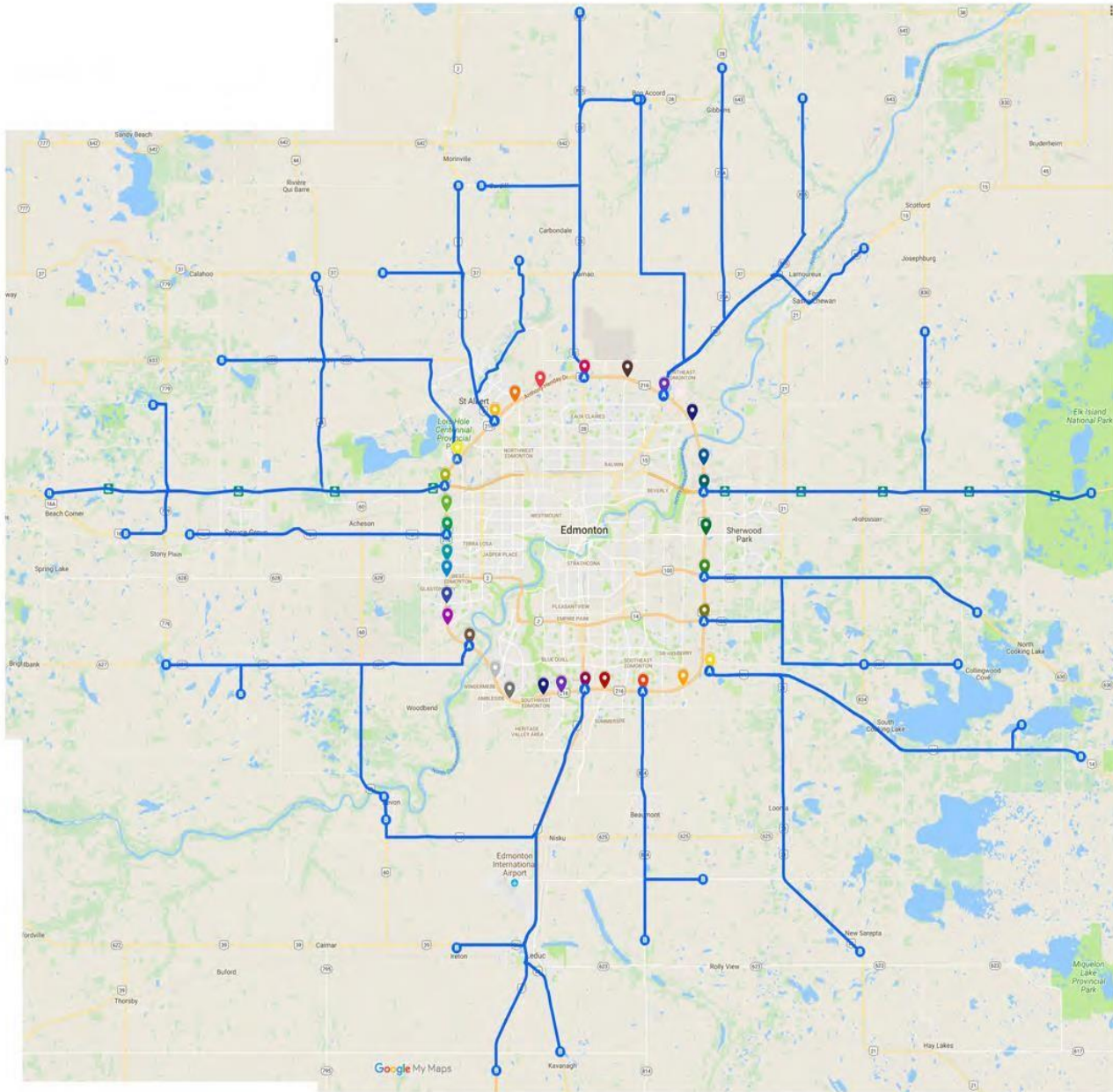
CAA warns that drivers experiencing any of these danger signs could fall asleep at any time. CAA recommends three basic solutions: **sleep, exercise, and caffeine**. CAA urges drivers who are too drowsy to drive safely to pull off the road to a safe area, lock the doors and take a nap – even twenty minutes will help. Upon waking, the driver should get some exercise and consume caffeine for an extra boost.

2. An Employee who believes that he/she is too tired to drive safely should notify an authorized representative of the Producer before leaving the set. In that event, the Producer will endeavor to find alternative means of transportation or provide a rest area or hotel room. Such request may be made without any fear of reprisal and will not affect any future employment opportunities.
3. When the Production Company anticipates an extended workday, the Employees should be encouraged to carpool.
4. When an extended workday is necessary, appropriate beverages and easily metabolized foods should be available.

Schedule (G)

EDMONTON Zone illustration

18 Minutes of travel from the Anthony Henday = In the Zone



Schedule (I)

Free Flow – Edmonton/Calgary

Company Hires: I.A.T.S.E. Local 210 and Local 212 have a free flow agreement that allows Members of each Union to be hired in the other City. Calgary Members may be hired in Edmonton and vice versa, as though they are Members of both Unions, provided that they qualify according to the specific Department requirements of the jurisdiction that they are employed in.

Dispatched Dailies: Calgary (Local 212) Members can be hired through Local 210 Dispatch as Sister Status Members after primary and secondary Edmonton Members have been called first. Edmonton (Local 210) Members can be hired through Local 212 Dispatch as Sister Status Members after primary and secondary Calgary Members have been called first, provided that they qualify according to the specific Department requirements of the jurisdiction that they are employed in.

Schedule (B)

Department Specific Guidelines – 2024

Accounting

The weekly rate is based on a twelve (12) hour day.

Art Department

- i) For productions falling under High Budget, Tier A, or Tier B rates, the Production Designer must hire an Art Director before any other subsequent positions are filled.
- ii) A production must hire at least two Art Department positions prior to hiring a Trainee.
- iii) The hiring of one 2nd Assistant Art Director is permissible only after the hiring of two positions made up of either, 1st Assistant Art Director, Graphic Artist or Set Designer.

First Aid/Craft Service

- i) The Company will provide the Head of FA/CS with a First Assistant for the duration of the FA/CS workday. They must have a valid first aid certificate and a full equipped first aid kit.
- ii) The Company will provide the Head of FA/CS with a Second Assistant for a minimum eight (8) hour call per day when:
 - a) the crew size will exceed fifty (50) people. A Craft Service Assistant will be provided for every increment of fifty (50) people thereafter. (For this paragraph “crew size” means all Employees of the Company including but not limited to I.A.T.S.E.);
 - b) there are any stunts scheduled;
 - c) there are any large special effects scheduled;
 - d) there are more than fifteen (15) Extras scheduled;
 - e) there are any location moves involving the packing up and unloading of equipment and/or supplies for the Department.
- iii) The Head of FA/CS or their designate will be paid a minimum of eight (8) hours at the rate of time-and-one-half (1½x) on the sixth (6th) day of a five (5) day work week, due to the necessity of weekend sanitizing, re-stocking, shopping, and the purchase and preparation of perishable foods for the ensuing week; and a minimum of eight (8) hours at double time (2x) on the seventh (7th) day of a six (6) day work week, due to the necessity of weekend sanitizing, re-stocking, shopping, and the purchase and preparation of perishable foods for the ensuing week.
- iv) Shopping for the FA/CS Department is only to be done by a member of the Department.

- v) Should the Production Company require fresh pastry at the FA/CS call time, a minimum of thirty (30) minutes prior to the FA/CS set call time will be provided for the purchase and delivery of said pastry. Also, should the Production Company require coffee prepared by the FA/CS person, hot and ready for consumption at the FA/CS set call time, an additional thirty (30) minutes will be provided by the Company for this service.
- vi) The Head of FA/CS or their designate will remain on set until the last I.A.T.S.E. Member or Permit has wrapped.
- vii) The Head of FA/CS or their designate will be provided with a **MINIMUM** of thirty (30) minutes additional time for preparation for the next day.
- viii) The set call time for the Head of FA/CS or their designate will be no later than the first I.A.T.S.E. Member or Permit.

Lighting/Electrics

- i) All Single Pin Power Generation and Distribution Systems utilized by IATSE members or permits must be implemented and supervised for the duration of use by the Generator Operator or designee of equivalent or higher qualification.
- ii) The Generator Operator will be provided with a minimum of eighteen (18) minutes prior to the call time of the first IATSE department (excluding the FA/CS department) requiring power in order to conduct safety checks and daily maintenance.
- iii) A Lighting Console Operator is defined as a technician dedicated to operating lighting control consoles that may be analog, touch screen, PC based, or otherwise digital in nature, including but not limited to tablets, smart phones, and laptops.

Paramedic /ACP, PCP

- i) It is agreed the Company will employ an I.A.T.S.E. Local 210 / HSAA Advanced Care Paramedic (ACP) or a Primary Care Paramedic (PCP) when required, as follows;
Paramedics will be required at all times that OH&S regulations require Paramedic Services on a work site. Large cast and crew days, stunt days, special effects involving pyrotechnics, and severe weather conditions will also be considered when determining the need for Paramedic Services.
- ii) The Paramedic will remain on set from crew call to crew wrap. Daily calls will be a minimum of twelve (12) hours.
- iii) The Paramedic, and/or their Assistant, will not displace the Head of FA/CS or their First Assistant.

Personal Costumers, Hair, or Makeup Artists

When a "Personal" Costumer, Hair, or Makeup Artist is hired by the Company, said Artist's duties are restricted to the one specific actor named, and must include his/her Stunt and Photo Doubles. The Artist must follow the Departmental working rules of the I.A.T.S.E. Local 210 Wardrobe, Hair, or Makeup Department while working under its jurisdiction.

Props Department Personnel

- i) Any and every person in the Props Department who is asked to handle or interface with firearms must be in possession of a valid and current Possession and Acquisition License (PAL).
- ii) It is agreed that The Company will direct the supervision of the handling of all firearms exclusively through the Props Department.

Script Supervisors

- i) The Company agrees to remunerate the Script Supervisor for authorized preparation duties and pre-timing duties. Preparation and pre-timing pay shall be paid as work hours and shall be subject to individual negotiations.

- ii) It is agreed that the duties of the Script Supervisor in preparation for production may include: one (1) full script timing; preparation of the day breakdown, chronology, times of day and page count, continuity breakdown; attendance at production meetings; and collaboration with the Director and other H.O.D.s as shall be necessary. Attendance at rehearsals and cast read throughs is not considered to be part of the preparation days that have been negotiated schedule. Timings subsequent to the first full script timing shall be paid at a rate negotiable with the Script Supervisor.
- iii) Daily continuity notes shall be prepared at the prevailing contracted hourly rate. The **MINIMUM** charge for the preparation of daily continuity notes shall be one (1) hour after crew wrap. All overtime, penalties, and turnaround shall apply. Time for additional revisions is in addition to the 1-hour continuity notes.
- iv) The Company agrees to pay an additional flat premium of \$60.00 per day to the Script Supervisor, should the workday include at least one set up utilizing a second camera and an additional \$40.00 per additional camera per day. If there are more than 3 main body cameras OR 4 crash/VFX cameras on any single unit, then an Assistant Script Supervisor is required.
- v) Any additional unit separate from Main Unit, as defined under this Agreement, must hire an additional Script Supervisor.
- vi) Script Supervisors shall not be required to supply equipment such as chairs, computers, digital cameras, fax machines, photo printers, printers, or scanners, pads, digital software, or digital storage, for the implementation of work, without remuneration.

Security

- i) Security Watchperson shall ONLY verbally engage individuals' intent on carrying out acts of theft, trespass, or vandalism, and shall contact the appropriate authorities as soon as possible to intervene. Under NO circumstances shall a Security Watchperson engage in physical confrontation unless they consider themselves to be in imminent danger.
- ii) The Security Department will only be paid the Sixth and Seventh Day Premiums when:
 - Sixth Day Rate – after five (5) consecutive days worked.
 - Seventh Day Rate – after six (6) consecutive days worked.
- iii) Security personnel will be paid thirty (\$30.00) dollars per day for the use of their vehicles.
- iv) Security personnel will receive a paid through thirty (30) minute meal break, once per regular (8-to-12-hour) shift.
- v) Security personnel will have access to washroom facilities on all shifts, at all locations.
- vi) Production will provide a communication device in the form of an easily accessible landline or satellite phone on all shifts at all locations, for emergency purposes.
- vii) For locations where Craft Service has been provided that day for the shooting or construction crew, some Craft Service, including water, other beverages, and snacks, will be left for Security Department personnel.
- viii) It is agreed that, for the duration of the production, ONLY I.A.T.S.E. Security personnel will be used to protect, guard, and secure all locations against intrusion, theft, and the elements during non-working/non-production hours. This will include all locations that have materials, tools, and equipment at that location belonging to crew, rental companies, and/or the Production Company.
- ix) The Company will employ at least two guards simultaneously on each location, if recommended by the Security Coordinator for safety and/or security reasons. The Company will provide both guards with charged walkie-talkies and spare batteries.
- x) Any work required of Security personnel which is over and above normal Security concerns shall be subject to negotiation with the Employee(s) and must be approved in advance by the Union Business Agent. This specifically includes, but is not limited to, the connection, disconnection, loading, unloading, and transport of propane cylinders and tanks; the operation, maintenance, and fueling of power generators; and the servicing of portable toilets.

Sound

- i) The Sound Assistant/Cable Person may work a maximum of two (2) hours per day as a Boom Operator before being upgraded to the higher classification and paid at that rate for the entire day.
- ii) For productions falling under High Budget Feature, Tier A, or Tier B rates, a three-person sound crew will be the minimum requirement, consisting at all times of a qualified Production Mixer, Boom Operator, and Second Boom/Cable Person.
- iii) For productions falling under Tier C or Tier D rates, a three-person sound crew will be required when sound is recorded to multiple sources (i.e. camera, video playback, etc.). With the prior approval of the Union, a Trainee may be hired as an alternative to a qualified Second Boom/Cable Person.

Special Effects (SPFX)

- i) All environmental and mechanical effects are the responsibility of the Special Effects Department. These effects include, but are not limited to; smoke, haze, wind, fire, running water, and snow/snow dressing.
- ii) All shows requiring SPFX will hire, at minimum, a Special Effects Coordinator/Supervisor.
- iii) The relevant Material Safety Data Sheets shall be provided to production by the Special Effects Coordinator/Supervisor. The AD department will ensure that these sheets are on set at all times and the production coordinator will have backup copies at the production office. These sheets must be kept on hand and made available for examination by interested parties, as per OH&S requirements.

Tutors

- i) When a tutor is brought in to meet SAG requirements, that tutor will teach that student only. All non-union specialty subject tutors must be permitted by Local 210. Specialty subject tutors are only to teach that student for which they were hired. All other tutors will be supplied by IATSE Local 210.
- ii) If there is a problem between a tutor and a parent:
 - the parent must address the concerns in person to the tutor
 - if not resolved, the matter will be referred to the ADs or PM and a meeting held
- iii) If a tutor's contract is terminated, they will receive one day's severance.
- iv) Tutors will be notified 24 hours prior to a cancellation.