

# I.A.T.S.E. Local 856



## COLLECTIVE AGREEMENT FOR MOTION PICTURE & TELEVISION PRODUCTION

**2022 Edition (April 1, 2022)**

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Revised: September 2, 2022

We live, work and play on original lands of the Anishinaabe,  
Cree, Oji-Cree, Dakota, and Dene peoples,  
and on the homeland of the Red River Métis.  
We acknowledge the harms and mistakes of the past,  
and we dedicate ourselves to move forward in partnership  
with Indigenous communities in a spirit of reconciliation and collaboration.  
*We also acknowledge that our water is sourced from Shoal Lake 40 First Nation.*

**Land Acknowledgement: Written by Elder Theodore Fontaine (for MAPC)**

We acknowledge that we are on First Nation Land, Turtle Island, inhabited by First Nations from time immemorial.

For thousands of years, First Nations People – The Anishinaabe, Cree, Dene, Dakota, and Oji-Cree Nations - walked and lived on this land and knew it to be the centre of their lives and spirituality.

The Ojibwa call this land Manitou Ahbee, the place where the Creator resides.

We acknowledge this land became the Homeland of the Metis People.

We also acknowledge that we are now all bound together by Treaty 1.

**COLLECTIVE AGREEMENT**

between

**THE MOTION PICTURE TECHNICIANS**

**LOCAL 856**

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

hereinafter referred to as the

**"UNION"**

and the **EMPLOYER**

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hereinafter referred to as the

**"EMPLOYER"**

**THIS AGREEMENT MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_**

**TWO THOUSAND AND \_\_\_\_\_ SHALL BE IN FORCE UNTIL THE LATER OF ONE YEAR OR THE**

**FINAL COMPLETION OF THE PRODUCTION CURRENTLY ENTITLED:**

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hereinafter referred to as the

**"PRODUCTION"**



LIST OF DOCUMENTATION REQUIRED DURING PREP .....	1
LETTER OF ADHERENCE.....	2
ARTICLE ONE – OBLIGATIONS AND RECOGNITION .....	3
1.01 Purpose of the Agreement .....	3
1.02 Jurisdiction and Scope of Bargaining Unit .....	3
1.03 Job Classifications .....	3
1.04 Work Performed Outside of Manitoba .....	3
1.05 Prior Obligations .....	3
1.06 Motion Picture Defined .....	3
1.07 Employer’s Exclusive Rights.....	3
1.08 Employer’s Rules and Regulations .....	3
1.09 Good Standing.....	3
1.10 Union/Crew Representatives .....	4
1.11 No Strike; No Lockout.....	4
1.12 Minimum Rates.....	4
1.13 Individual Agreements .....	4
1.14 Subcontracting/Contracting Out.....	4
1.15 Discrimination.....	4
1.16 Name Change or Address Change.....	4
1.17 Currency.....	4
1.18 Employer's Obligation .....	5
1.19 New Hire Reporting .....	5
ARTICLE TWO – PERFORMANCE BOND .....	5
2.01 Amount.....	5
2.02 Release .....	5
2.03 Deduction from Bond .....	5
ARTICLE THREE – CREWING .....	5
3.01 Departmental Crewing .....	5
3.02 Daily or Weekly Employee.....	5
3.03 Member Name Hire.....	5
3.04 Non-Member Name Hire (Weekly) .....	6
3.05 Non-Member Name Request (Daily).....	6
3.06 Union Dispatch Service.....	6
ARTICLE FOUR – WORK PERMITS .....	6
4.01 Work Permit Application .....	6
4.02 Guaranteed Permits .....	6
4.03 Additional Work Permits .....	6
4.04 Counterpart Position .....	6
4.05 Local Hire Status.....	7
ARTICLE FIVE – HOURS OF WORK, WORK WEEK, CALL CHANGES AND CANCELLATIONS .....	7
5.01 Minimum Daily Call .....	7
5.02 Minimum Work Week/Work Unit .....	8
5.03 Work Week Shift .....	8
5.04 Work Performed in a Higher Classification .....	8
5.05 Stand-By Calls .....	8
5.06 Call Cancellation.....	8
5.07 Change of Call and Notification .....	9
ARTICLE SIX – OVERTIME .....	9
6.01 Regular Work Day .....	9
6.02 Sixth Day .....	9
6.03 Seventh Day .....	9
ARTICLE SEVEN – TURNAROUND / REST PERIOD .....	10
7.01 Daily Turnaround (Regular Work Day) .....	10
7.02 Five-Day (Weekend) Turnaround.....	10
7.03 Sixth-Day Turnaround – Day Six Worked .....	10
7.04 Sixth-Day Turnaround – Day Seven Worked .....	10
7.05 Seventh-Day Turnaround – Day Seven Worked .....	11

7.06 Holiday Turnaround .....	11
ARTICLE EIGHT – PREMIUMS.....	11
8.01 Use of a Personal Vehicle .....	11
8.02 Use of a Production Vehicle.....	11
8.03 Script Supervisors.....	11
8.04 First Aid Certificate Requirement .....	11
ARTICLE NINE – MEALS .....	12
9.01 Scheduling Meal Periods .....	12
9.02 Pre-Call Meal.....	12
9.03 Meal Periods .....	12
9.04 Reduced Meal Period/Early Return Buyout Option.....	12
9.05 Calculation of Meal Penalty.....	12
9.06 Grace .....	13
9.07 Meal Period Extensions .....	13
9.08 Limitation on Meal Breaks.....	13
9.09 Absence of Catering and Culinary Selection .....	13
9.10 Proper Meal .....	13
9.11 Meal Periods for Employees Working Off-Set .....	13
9.12 Meal Periods for Caterers.....	13
9.13 Meal Periods for Transportation, Security and Picture Vehicles.....	14
9.14 Unit Move Drivers .....	14
9.15 Shelter and Washroom Facilities .....	14
9.16 Craft Service/Environmental Awareness .....	15
ARTICLE TEN – HOLIDAYS & HOLIDAY PAY .....	14
10.01 Holidays .....	14
10.02 Payment for a Holiday Worked.....	14
10.03 Payment for an Unworked Holiday.....	14
10.04 Holidays and the Guaranteed Period of Employment .....	15
ARTICLE ELEVEN – FRINGE RATES AND DEDUCTIONS .....	15
11.01 Gross Earnings.....	15
11.02 Total Gross Earnings .....	15
11.03 Fringes .....	15
11.04 Deductions .....	15
11.05 Percentage and Disbursement.....	15
ARTICLE TWELVE – PAYMENT OF WAGES.....	15
12.01 Calculation of Time.....	15
12.02 Payroll Period.....	15
12.03 Medium of Wage Payment and Pay Day .....	15
12.04 Reporting .....	16
12.05 Payroll Service.....	16
12.06 Termination Pay .....	16
12.07 Time Keeping .....	16
12.08 Assignment of Payments .....	17
12.09 Deal Memorandum, Employee Lists, Reports .....	17
12.10 Worker’s Compensation Board Coverage .....	17
ARTICLE THIRTEEN – STUDIO ZONE, TRAVEL AND ACCOMMODATION .....	17
13.01 Studio Zone .....	17
13.02 Nearby Location .....	17
13.03 Distant Location .....	17
13.04 Accommodation While on Distant Location .....	18
13.05 Travel While on Distant Location .....	18
13.06 Per Diem Allowance .....	18
13.07 Unworked Sixth or Seventh Days, or Holidays on Distant Location .....	18
13.08 Travel Insurance.....	18
13.09 Weather Warnings .....	18
13.10 Winter Travel .....	18
ARTICLE FOURTEEN – LAY OFF, PROBATIONARY PERIOD, DISCHARGE, HIATUS, FORCE MAJEURE .....	19

14.01	Lay-Off Defined .....	19
14.02	Weekly Employees – Lay-Off, Notice and Severance Pay .....	19
14.03	Daily Employees – Notice of Lay-Off .....	19
14.04	Lay-Off – Determination of Employees Affected .....	19
14.05	Guaranteed Period of Employment .....	19
14.06	Discharge During the Probationary Period .....	19
14.07	Discharge After the Probationary Period .....	19
14.08	Progressive Discipline & Discharge Applicable to Weekly Employees.....	20
14.09	Force Majeure .....	20
14.10	Haitus.....	20
ARTICLE FIFTEEN – SAFETY AND HEALTH .....		20
15.01	Preamble.....	20
15.02	Workplace Safety and Health .....	21
15.03	Prohibited Actions.....	21
15.04	Responsibility.....	21
15.05	Reporting .....	21
15.06	First Aid/Craft Services .....	21
15.07	Work Site Inspection .....	22
15.08	Communication.....	23
ARTICLE SIXTEEN – INDEMNIFICATION.....		23
16.01	Indemnification.....	23
16.02	Duration of Protection.....	23
16.03	Union Indemnification.....	23
ARTICLE SEVENTEEN – GRIEVANCE AND ARBITRATION .....		23
ARTICLE EIGHTEEN – SCREEN CREDITS .....		24
ARTICLE NINETEEN – TERMS AND AGREEMENT .....		26
19.01	Entirety .....	26
19.02	Term .....	26
SCHEDULE A – RATES .....		27-30
SCHEDULE B – JOB CLASSIFICATIONS/POSITIONS.....		31-32
SCHEDULE C – DEAL MEMORANDUM .....		33
SCHEDULE D – WORK PERMIT APPLICATION .....		34
SCHEDULE E – STUDIO ZONE .....		35
SCHEDULE F – TIERS, FRINGES AND DEDUCTIONS .....		36
SCHEDULE G – UNION DISPATCH SERVICE.....		37
SCHEDULE H – GUIDELINES REGARDING EXTENDED WORK DAYS.....		38
SCHEDULE I – PROVISIONS REGARDING MEALS AND GRACE PERIOD.....		38
SCHEDULE J – SAFETY HAZARD REPORT FORM .....		40
SCHEDULE K – WINTER TRAVEL.....		41
SCHEDULE L - WORKPLACE HEALTH AND SAFETY NUMBER OF TOILET FACILITIES AND WASHBASINS.....		41
APPENDIX 1 - RENEWAL AND REVISION OF THE COLLECTIVE AGREEMENT / INTEREST ARBITRATION.....		42

## LIST OF DOCUMENTATION REQUIRED DURING PREP

THE EMPLOYER MUST FURNISH THE FOLLOWING DOCUMENTATION  
TO THE UNION BY THE REQUIRED DUE DATES:

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<u>Requirements:</u>	<u>Location:</u>	<u>Due Date:</u>
1. Signed Letter of Adherence	Page 2	Prior to Commencement of Pre-production
2. Performance Bond	ARTICLE TWO	Upon Commencement of Pre-production
3. Work Permit Application forms for all Employees including Dependent Contractors and Sub-Contractors who are not members of Local 856	Article FOUR, Schedule D	Prior to hiring
4. Deal Memorandum (Schedule C) and Individual Agreements for all Employees, Dependent Contractors and Sub-Contractors	Article TWELVE, Schedule C	Within three (3) days of signing by Employee and within three (3) days of hiring
5. Copy of Employer policies to be posted at the Work site and forwarded to the Union office, and attached to all Deal Memorandums	ARTICLE ONE	As soon as available, and upon revision
6. Crew list of all Employees, Dependent Contractors and Sub-Contractors with Classifications, production schedule daily call sheet and daily production report	ARTICLE TWELVE	As soon as available and upon revision

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## LETTER OF ADHERENCE

Between:

I.A.T.S.E. Local 856  
(The "Union")  
332 Bannatyne Ave. Suite 500  
Winnipeg, MB R3A 0W5

- and -

\_\_\_\_\_  
The "Employer"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the production currently entitled:

\_\_\_\_\_  
The "Production"

WHEREAS the Union and the Employer jointly desire to enter into a collective agreement covering certain Employees of the Employer; and

WHEREAS the Employer or the Union may wish during the term of the agreement to negotiate variances to the terms of the said collective agreement,

NOW THEREFORE the Employer and the Union hereby agree that:

1.01 The collective agreement attached hereto as Appendix 'A' (the "Agreement") constitutes a binding collective agreement between the Employer and the Union, subject to ratification were necessary and in accordance with *The Labour Relations Act* (the "Act"), and this **Letter of Adherence** forms part of the Agreement.

1.02 The Union and the Employer agree to enter into negotiations in good faith respecting possible variances to the Agreement.

1.03 The Employer and the Union hereby agree variances can be made to this Agreement pursuant to Manitoba Labour Law such that not every variance requires ratification.

1.04 Any variances agreed upon between the Employer and the Union (and ratified as set out in 1.03 above) will be effective upon the date agreed-upon to be the effective date. Should either party to this Agreement desire to renew, revise or terminate this Agreement, then not less than sixty (60) days nor more than ninety (90) days prior to the expiry date of this Agreement such party shall give written notice to the other party of such intent in accordance with Appendix 1.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
On behalf of the Employer

**THE COLLECTIVE AGREEMENT**

**ARTICLE ONE – OBLIGATIONS AND RECOGNITION**

**1.01 Purpose of the Agreement:** It is the purpose of this Agreement to recognize the common interest between the Employer and the Union in promoting the utmost co-operation and friendly spirit between the Employer and its Employees; to set forth terms and conditions of employment to be observed by both Parties; and to provide for prompt and equitable adjustment of grievances. To this end, both the Employer and the Union sign this Agreement in good faith.

**1.02 Jurisdiction and Scope of Bargaining Unit:** The Employer recognizes the Union as the sole and exclusive bargaining agent for a bargaining unit described as all Employees of the Employer, including dependent contractors, engaged in motion picture production in the classifications set out in **Schedule B**, or performing any of the functions or similar functions of any of the classifications set out in Schedule B. This Collective Agreement applies to all those employees of the Employer. The Local's Heads of Departments shall be responsible for the building, striking, inspection, handling, placing and producing of sets, electrical equipment, properties, wardrobe, and the buying, renting or otherwise acquiring said properties, wardrobe or equipment as it applies to their area of duties and the Company agrees to employ sufficient personnel in every department so that each department is able to safely and efficiently complete its work. Each Department will have one Head at the applicable rate. It is agreed that the construction of flats falls under the jurisdiction of Local 856

**1.03 Job Classifications:** The Employer recognizes the job classifications set out herein and shall not directly or indirectly change, delete, alter or amend the classifications, transfer job functions from one classification to another, or establish a new classification, without written permission from the Union. If with the Union's agreement the Employer creates a new classification, whether included in the bargaining unit described in Section 1.02 or not, it will meet with the Union in an attempt to agree on a rate of pay; failing such agreement, the dispute will be considered a grievance and be resolved in accordance with the provisions of Article Seventeen.

**1.04 Work Performed Outside of Manitoba:** In the event that any Employee covered by this agreement is assigned to work outside of Manitoba, the Employer agrees that the provisions of this Agreement shall apply to such individuals.

**1.05 Prior Obligations:** The Motion Picture Technicians Union, Local 856 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 (the "International Alliance"). Nothing in this Agreement shall be construed to interfere with any obligation Local 856 owes to the International Alliance by reason of prior obligation.

**1.06 "Motion Picture" Defined:** It is mutually understood and agreed by both the Employer and the Union that the term "Motion Picture", as used in this Agreement, means and includes motion pictures whether made on or by film, tape, digital format or otherwise, or used for the purpose of Electronic Press Packaging, 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.

**1.07 Employer's Exclusive Rights:** The Union recognizes that the Employer reserves all rights of management except where expressly limited by this Agreement.

**1.08 Employer's Rules and Regulations:** The Employer's reserved rights of management include the right to establish, and thereafter amend reasonable rules and regulations as the Employer deems necessary for the conduct and management of its operations, provided that such rules are not inconsistent with or contrary to the provisions of this Agreement. Any written rules established by the Employer and to be considered enforceable shall be posted by the Employer at all work sites and a copy of the rules is to be forwarded to the Union and attached to all Deal Memorandums or attached to each Employee's first pay cheque, after such rules become available.

**1.09 Good Standing:** The Employer agrees to employ only members in good standing with the Union, as defined by the Union's Constitution and by-laws. An Employee's failure to show good standing with the Union shall be sufficient just cause for discharge. If an Employee fails to show good standing to the Union, then the Union will provide written notice of such

failure to both the Employer and the Employee. The written notice will state the reason why the Employee is not a member in good standing as required by this Section. If the Employee fails to remedy his or her lack of good standing with the Union within three (3) days after issuance of such notice, the Employer shall discharge the Employee so long as such discharge is lawful. The Employer shall not be in default unless it fails to act within said time after receipt of such notice.

**1.10 Union/Crew Representatives:** Authorized representatives of the Union shall be permitted to visit any production location or site during the hours when Employees are working, provided work is not disrupted and the representative complies with the reasonable and generally applied visitor, security and safety rules and regulations established by the Employer. The Employer shall recognize at least one on-set and one off-set Crew Representative at each production location or site, as appointed by the Union. Any person so appointed shall have the complete cooperation of the Employer in the performance of his/her duties. Crew Representatives shall have no authority to alter, amend, violate, or otherwise change or interpret any part of this Agreement.

**1.11 No Strike; No Lockout:** The Union agrees that, during the term of this Agreement, there shall be no strike or work stoppages and the Employer agrees that there shall be no lockout of Employees. It shall not be a violation of this Agreement and it shall not be cause for dismissal or disciplinary action in the event an Employee refuses to go through or work behind any picket line related to a labour dispute, including such picket line at the Employer's place of business, unless such picket line is deemed unlawful.

It is agreed and understood that in lieu of strike or lock, either party to this Agreement can avail itself to the Interest Arbitration provisions as set in Appendix 1 to this Agreement.

**1.12 Minimum Rates:** The Minimum Rates set out in **Schedule A** are basic minimum hourly rates. Nothing in this Agreement shall prevent an Employer from paying Employees a rate higher than these minimum rates. No Employer will be obligated to pay more than the minimum rates without first bargaining and reaching an agreement with an individual employee to pay a higher rate.

**1.13 Individual Agreements:** The Employer shall notify the Union, within three (3) days, of any and all individual agreements (including personal service contracts) signed by the Employer and Employees and verify that all such agreements at least conform to the terms, conditions and minimum rates of this Agreement. The Employer shall provide a copy of such agreements and a copy of a signed Deal Memorandum to the Employee immediately and to the Union within three (3) days of signing.

**1.14 Subcontracting/Contracting Out:** No person outside the bargaining unit, whether employed by the Employer or not, shall perform bargaining unit work without the express consent of the Union. The Employer may not subcontract, contract out, or otherwise assign any bargaining unit work to any person, business entity, corporation or association except where the Employer requires special skills, facilities or resources unavailable through the Union, and the Union consents thereto and then endorses a completed work permit. It will not be considered a violation of this Agreement for Employees to refuse to work with persons performing bargaining unit work who are not Union members or do not have a work permit endorsed by the Union.

**1.15 Discrimination:** The Employer agrees it shall not discriminate against or engage in any harassment of any applicant for employment or Employee for reasons based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or on any other basis prohibited by applicable federal, provincial or territorial law or on any basis set out in *The Human Rights Code* of Manitoba.

**1.16 Name Change or Address Change:** Should there be a change of name of the Employer and/or the title or name of the motion picture, the Employer agrees to notify the Union immediately in writing. Any notices directed to either party are to be addressed to the addresses shown on the Letter of Adherence and both parties will keep each other informed of any changes in address.

**1.17 Currency:** All references to dollar amounts or monetary rates of any kind in this Agreement are in Canadian Dollars except as expressly provided otherwise hereunder.

### **1.18 Employer's Obligations**

The Employer shall pay all contributions, premiums or assessments for every person covered by the IATSE 856 Collective Agreement as required by the Canada Pension Plan, The Employment Insurance Act, and any legislation relating to health tax, and any similar legislation enacted. With respect to worker's compensation, or similar programs, the Employer shall pay the premiums required pursuant to the applicable legislation. For the purposes of this agreement all members will be considered employees of the production company, unless otherwise agreed to by IATSE 856.

### **1.19 New Hire Reporting**

New Hire Reporting is a service provided by payroll companies to provide employers with a report of all employees hired, as they are hired. The obligation, per the Collective Agreement, to report new hires to the Local, is the producer's, and not the payroll company's."

## **ARTICLE TWO – PERFORMANCE BOND**

**2.01 Amount:** Notwithstanding any provisions in this Agreement or any Deal Memorandum or Individual Agreement signed by an Employee, the Employer agrees that no Employee shall be required to start work prior to the signing of a Letter of Adherence with the Union, accompanied by a Performance Bond to guarantee wages and other moneys due and payable to the Employees and the Union, in the amount of one hundred fifty thousand dollars (\$150,000) plus a letter of guarantee from a source agreed to by the Union, or an otherwise agreed upon financial instrument.

**2.02 Release:** The Bond shall not be released before a minimum of two (2) weeks have elapsed after the production has been completed and the last Employee has ceased working and been paid, and not before Records of Employment have been issued to all Employees and the Employer has notified the Union in writing of arrangements made to distribute T4 statements, and the Employer has satisfied all of the obligations of this Agreement, including the settlement of any outstanding grievances. Partial bonds may be returned upon application at any time. The amount to be returned will be predicated on the outstanding liability to the Employees and Union.

**2.03 Deduction from Bond:** Should an Arbitrator find that the Employer 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.

## **ARTICLE THREE – CREWING**

**3.01 Departmental Crewing:** For each Department, the Employer shall select a Department Head (or Key) from the Union's membership roster who will remain employed until the Department has wrapped. The Employer, in consultation with the Department Head (or Key), shall attempt to hire qualified crew from within the Department before moving on to the Union's membership roster.

- (a) Transport Coordinator cannot do regularly scheduled pickups. Transport Captain can do required pickups on Tier 6 only, but not on Tiers 1,2,3,4,5.
- (b) Security Captain is mandatory for all tiers.
- (c) Order of hire will be followed unless otherwise stated in this agreement.
- (d) Security Coordinator cannot perform the duties of a Security Watchperson except to provide relief for lunchbreaks, or in the case of an unforeseen emergency.
- (e) Unit move drivers are required to move the trucks associated with the unit and do the appropriate cabling, but are not there to do other tasks outside their job such as maintenance or filling of generators

**3.02 Daily or Weekly Employee:** Any Employee who is hired as a Weekly Employee, and any Employee who has worked two full work weeks, as defined in Section 5.02, shall be a Weekly Employee. The Employer agrees to clearly communicate whether the position is Daily or Weekly when hiring crew and both shall indicate such on the Employee's Deal Memorandum.

**3.03 Member Name Hire:** After satisfying the terms laid out in Article 3.01, any member may be hired for any position, whether daily or weekly.

**3.04 Non-Member Name Hire (Weekly):** After satisfying the terms set out in Article Four, non-members may be name-hired for weekly positions.

**3.05 Non-Member Name-Request (Daily):** After satisfying the terms set out in Section 4.03 (a), non-members may be name-requested for Daily positions as follows: Hiring of the individual must be authorized and dispatched through the Union Dispatch Service, following which a work permit application must be sent to the Union for endorsement within three (3) days.

**3.06 Union Dispatch Service:** The Union Dispatch Service, as outlined in **Schedule G**, shall be adhered to when hiring any Employee for a Daily Call.

## **ARTICLE FOUR – WORK PERMITS**

### **4.01 Work Permit Application:**

- (a) An Employer who intends to hire any individual who is not a member of the Union shall first apply for and secure an endorsed Work Permit from the Union.
- (b) The completed Work Permit Application (**Schedule D**) must be accompanied by a letter outlining the reasons for the work permit request, a resume, and proof of the requested individual's union affiliation and standing if applicable.
- (c) All Work Permit requests must be submitted within reasonable notice prior to the call.
- (d) The Employer will not employ a non-member under a Work Permit until the Union endorses the work permit, and the Employer has obtained an endorsed Deal Memorandum (**Schedule C**) which includes an assignment of payments for the purposes of deducting and remitting "Permit Fees" or "Working Dues" to the Union. The Employer will assume responsibility for remitting such required payments to the Union.

**4.02 Guaranteed Permits:** For productions with a total budget of more than five million dollars (\$5,000,000), the Employer will be allowed four (4) guaranteed work permits with a limit of one (1) per department. Guaranteed permits will be declared in advance of requesting additional work permits (Section 4.03).

### **4.03 Additional Work Permits:**

- (a) If the Union has no more than one available member listed on the Union's membership roster in the requested position, then the Employer and Union together shall attempt to make mutually acceptable arrangements. The Union reserves the right to propose alternate or additional candidates for the position that the Employer shall reasonably consider before the Union considers such work permit requests.
- (b) Personal Services Employees: Work permits will be granted for a Personal Makeup Artist, Personal Hair Stylist, and/or Personal Dresser for an individual Cast member and that Cast member's Stunt and/or Photo Double. Personal Services Employees shall not perform any other departmental duties or take the place of a Department Head (or Key) or any other position within the department.
- (c) All other requests shall be considered on an individual basis.
- (d) Work Permits granted under Section 4.03 are in addition to and separate from permits granted under Section 4.02. Furthermore, all work permits granted under Section 4.02 and Section 4.03 will not result in the hiring of a counterpart position (Section 4.04).
- (e) The Union shall not, by reason of failure to fill a position, be deemed in breach of this Agreement.

**4.04 Counterpart Position:** If the Employer chooses to hire an individual who does not otherwise qualify for a work permit as set out in this Agreement, the Union will grant a work permit providing the Employer hires a counterpart position.

A counterpart position must be filled at the discretion of the Union and must be employed for at least the same work hours as the permitted employee.

**4.05 Local Hire Status:** All Employees shall be considered to have a local address ("local hire") within the Studio Zone defined in Article Thirteen. An Employee with an address outside of the Studio Zone may negotiate individually for better terms relating to Travel, Per Diem, Accommodations, etc.

## **ARTICLE FIVE – HOURS OF WORK, WORK WEEK, CALL CHANGES AND CANCELLATIONS**

### **5.01 Minimum Daily Call:**

- (a) The minimum daily call will be eight (8) hours.
- (b) There shall be no split shifts.
- (c) An Employee assigned by the Employer to drive a production vehicle shall be considered to have commenced work the earlier of the Employee's call time or when the Employee begins driving, and to have ended work the later of the Employee's wrap time or when the Employee finishes driving.
- (d) The Employer shall not lay off and rehire the same Employee or replace an Employee within a work week for the sole purpose of avoiding premium pay, or becoming a full time crew member, with the exception of Security Crew who may be replaced after twelve (12) hours worked within a work day.
- (e) An Employee called to work for any one of the following shall be paid for four (4) hours (or  $\frac{1}{2}$  the Employee's daily flat rate of pay), unless the employee works more than four (4) hours, in which case the call shall be an eight (8) hour minimum call at the prevailing rate of pay, for the following:
  - (a) production meetings;
  - (b) screening of rushes;
  - (c) screen tests;
  - (d) pre-light and pre-rig; de-light and de-rig;
  - (e) pick-up shots, inserts and re-shoots where work is performed by a second unit;
  - (f) location scouting;
  - (g) greens pre-placement for locations with restricted access and greens maintenance;
  - (h) Catering and First Aid/Craft Services shopping, cleaning and stocking;
  - (i) daily Extras Casting Crew
  - (j) daily Picture Vehicles Assistants and Picture Vehicle Drivers;
  - (k) daily Set Dec Crew and Set Dressers;
  - (l) daily Special Effects with approval of the Department Head (or Key);
  - (m) daily Security Crew with approval of the Department Head (or Key);
  - (n) daily Seamster/Seamstress;
  - (o) daily Draper/Upholsterer.
- (f) An Employee called to work for any one of the following shall be paid for six (6) hours (or  $\frac{3}{4}$  of the Employee's daily flat rate of pay), unless the employee works more than six (6) hours, in which case the call shall be an eight (8) hour minimum call at the prevailing rate of pay, for the following:
  - (a) Any transportation department employee performing Unit Move and related work;
  - (b) Any daily driver
- (g) Weekly crew working on set shall commence their day no later than general crew call unless otherwise agreed upon by the department head and production manager.
- (h) Any employee working on a scheduled day off prior to the first shoot day regardless of days worked will be considered a premium day.

- (i) Any employee working on the one day off during a work week shift should be compensated at 7<sup>th</sup> day rates.

#### **5.02 Minimum Work Week/Work Unit:**

- (a) A "work unit" is a first, second or splinter unit, or any identifiable group of Employees working together. Each Employee must belong to a specific work unit.
- (b) Each work unit may have a different and distinct work week which shall remain consistent throughout the production unless a work week shift is implemented as defined in Section 5.03.
- (c) The regular "work week" for a "work unit" shall consist of a seven (7) day period during which five (5) consecutive days are worked, starting on the first of such seven (7) days. All the employees working off set the regular work week shall consist of any five (5) work days out of seven (7) days starting on the first of such Five (5) days. The sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days shall normally be the days off.
- (d) An Employee who works a partial work week, including a work week shortened by a stat holiday, shall be eligible for premium pay and turnaround rest period for work performed on the Sixth and/or Seventh day of that work week if the Employee works all or part of the subsequent work week and works more than five (5) days within a seven (7) day period.

#### **5.03 Work Week Shift:** Once every six (6) shooting weeks, or more frequently where agreed by the Employer and Union, the Employer may shift the work week by doing the following:

- a) shift the work week forward by adding one or two additional days off to the regular work week and begin the shifted work week on the following day, and
- b) shift the work week back:
  - (a) by one day, by changing the seventh day of the regular work week to the first day of the shifted work week, provided that the sixth day of the regular work week is a day off and providing the Sixth day turnaround rest period applies to the day off (day 6);
  - (b) by two days, by making the preceding work week a prorated four-day work week, giving the fifth day off, and making the sixth day the first day of the shifted work week, providing the Sixth day turnaround rest period applies to the day off (day five).
- c) The Union and the affected Employees shall be given seven (7) calendar days' notice of such work week shift.
- d) But a work week shift may not be used to avoid premium pay on a stat holiday.

#### **5.04 Work Performed in a Higher Classification:**

- a) If, at the direction of the Employer, an Employee works for two (2) or more hours in a classification higher than the classification under which the Employee is called for work, the higher rate shall prevail for the entire workday. The Employee will revert to his/her regular classification and rate of pay on the following day unless notified to the contrary.
- b) Work time in either a higher or a lower classification shall be credited to fulfil the minimum call of the classification in which the Employee was hired.

#### **5.05 Stand-By Calls:** There shall be no stand-by calls.

#### **5.06 Call Cancellation:**

- (a) A call may be cancelled for daily crew up to the start of daily turnaround in effect prior to the starting time of the call without payment for such cancelled call.

- (b) Between the turnaround in effect and eight (8) hours of notice of cancellation prior to the beginning of the call, a minimum of four (4) hours shall be paid to the Employee at the day's prevailing rate.
- (c) If the notice of cancellation is less than eight (8) hours prior to the beginning of the call, the Employee shall be paid for eight (8) hours at the day's prevailing rate.
- (d) A call may be cancelled for daily crew because of adverse weather conditions up to 10 hours, or daily turnaround in effect, prior to the beginning of the call without payment for such cancelled call.
- (e) 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.
- (f) If an Employee is unable to complete a shift because of an incapacitating injury sustained during the course of work, the injured Employee shall be paid for the entire work day at the prevailing rate, and not less than eight (8) hours at the prevailing rate.

**5.07 Change of Call and Notification:** The Employer may postpone an Employee's call with a minimum notification of the number of hours of daily turnaround in effect.

## ARTICLE SIX – OVERTIME

The "Guidelines Regarding Extended Work Days" set out in **Schedule H** are part of this Agreement and shall be made available to all Employees.

**6.01 Regular Work Day:** For work performed in the first five days worked in the Work Week as defined in Section 5.02:

- (a) First Eight Hours: The minimum hourly rate shall be the Employee's straight time contracted hourly rate for the first eight (8) hours.
- (b) Eight to Twelve Hours: Pay for hours worked after eight (8) hours shall be paid at the rate of one and a half (1.5) times the Employee's straight time contracted hourly rate up to and including the twelfth (12<sup>th</sup>) hour.
- (c) Twelve to Fifteen Hours: Pay for hours worked after twelve (12) hours shall be paid at the rate of two (2) times the Employee's straight time contracted hourly rate up to and including the fifteenth (15<sup>th</sup>) hour.
- (d) Time in Excess of Fifteen Hours: Pay for hours worked after fifteen (15) hours shall be paid at the rate of three (3) times the Employee's straight time contracted hourly rate,

**6.02 Sixth Day:** For work performed on the Sixth Day worked in the Work Week as defined in Section 5.02:

- (a) First Eight Hours: The minimum hourly rate shall be one and a half (1.5) times the Employee's straight time contracted hourly rate for the first eight (8) hours.
- (b) Eight to Twelve Hours: Pay for hours worked after eight (8) hours shall be paid at the rate of two (2) times the Employee's straight time contracted hourly rate up to and including the twelfth (12<sup>th</sup>) hour.
- (c) Time in Excess of Twelve Hours: Pay for hours worked after twelve (12) hours shall be paid at the rate of three (3) times the Employee's straight time contracted hourly rate.

**6.03 Seventh Day:** For work Performed on the Seventh Day worked in the Work Week as Defined in Section 5.02:

- (a) First Eight Hours: The minimum hourly rate shall be two (2) times the Employee's straight time contracted hourly rate for the first eight (8) hours.



- (b) Time in Excess of Eight Hours: Pay for hours worked after eight (8) hours shall be paid at the rate of three (3) times the Employee's straight time contracted hourly rate.

## **ARTICLE SEVEN – TURNAROUND / REST PERIOD**

- (a) At no time shall the rate of pay for encroached time as described in this Article exceed three (3) times and Employee's straight time contracted hourly rate.
- (b) After sixteen (16) hours worked in any work day, there shall be an additional hour of rest period for each affected Employee between the end of the work period and the next call for all Sections described below.
- (c) If an Employee's workday commences in a "Nearby Distant Location", as defined in Section 13.02, an additional hour of rest period shall apply.
- (d) There shall be no reduction of turnaround allowed on a weekend of less than two days.
- (e) The following turnaround rest periods shall apply to the corresponding day of the Work Week as defined in Article Five:

### **7.01 Daily Turnaround (Regular Work Day):**

- (a) There shall be a ten (10) hour rest period between the end of one shift and the beginning of the next.
- (b) If such rest period is encroached, the Employee shall be paid for the encroached time at the same rate the Employee was receiving at the end of the preceding shift, but in no event less than one and one-half (1.5) times the Employee's straight time contracted hourly rate.

### **7.02 Five-Day (Weekend) Turnaround:**

- (a) There shall be a fifty-four (54) hour rest period for each Employee who works a five-day-work week.
- (b) If such rest period is encroached, the Employee shall be paid for the encroached time at a rate equal to two (2) times the rate the Employee was receiving at the end of the preceding shift.

### **7.03 Sixth-Day Turnaround – Day Six Worked:**

- (a) There shall be a thirty-four (34) hour rest period for each Employee who works six (6) consecutive days in a work week.
- (b) If such rest period is encroached, the Employee shall be paid for the encroached time at a rate equal to two (2) times the rate the Employee was receiving at the end of the preceding shift.

### **7.04 Sixth-Day Turnaround – Day Seven Worked:**

- (a) Where the sixth day worked occurs on the seventh day of the work week, there shall be a continuous thirty-four (34) hour rest period between the end of the shift on the fifth day and the commencement of the shift on the seventh day of the work week.
- (b) There shall be an eleven (11) hour rest period between the end of one shift and the beginning of the next for Employees who work a sixth day on the seventh day of the work week.
- (c) If such rest period is encroached the Employee shall be paid for the encroached time at a rate equal to two (2) times the rate the Employee was receiving at the end of the preceding shift.

#### **7.05 Seventh Day Turnaround – Day Seven Worked:**

- (a) There shall be an eleven (11) hour rest period between the end of one shift and the beginning of the next for Employees who work seven (7) consecutive days within a seven-day work week.
- (b) If such rest period is encroached, the Employee shall be paid for the encroached time at a rate equal to two (2) times the rate the Employee was receiving at the end of the preceding shift.

#### **7.06 Stat Holiday/Proclaimed Holiday Turnaround:**

- (a) There shall be a twenty-four (24) hour rest period, in addition to the rest periods described above, for each Employee for an unworked Holiday.
- (b) If such rest period is encroached, the Employee shall be paid for the encroached time at a rate equal to two (2) times the rate the Employee was receiving at the end of the preceding shift.

### **ARTICLE EIGHT – PREMIUMS**

#### **8.01 Use of a Personal Vehicle:**

- (a) Employees who use their vehicles for business purposes may request and receive a Revenue Canada Form T2200 from the Employer while employed under this Agreement.
- (b) The Employee is required to have the correct insurance for their vehicle, and upon request must provide a copy of it to production.
- (c) Employees agreeing to use their vehicles for production use will be paid a minimum of:
  - (a) CRA rate per kilometre,
  - (b) Thirty-five dollars (\$35.00) per day worked plus cost of fuel.
- (d) Security crew, who, are required to use their personal vehicle as a shelter, work station, or to perform their job functions, shall be paid forty dollars (\$40.00) per day worked plus cost of fuel of fifteen dollars (\$15.00) per day.

**8.02 Operation of a Production Vehicle/or Equipment:** Non-Transportation Department Employees who are designated to drive a production vehicle over one ton, including cube vans between locations, shall be paid a premium of thirty-five dollars (\$35.00) per day. The Generator Operator shall be excluded from this premium if the Generator Operator is required by the equipment provider to drive such vehicle. For a designated Operator of a fork lift or lift operators such as condor, scissor, aerial lifts or telehandlers to receive a premium of twenty-five dollars (\$25.00) per day.

#### **8.03 Script Supervisors:**

- (a) Preparation and Pre-timing: The Employer agrees to pay the Script Supervisor for authorized preparation duties and pre-timing duties. Preparation and pre-timing shall be paid as work hours, the number of which shall be subject to individual negotiations.
- (b) Multi-Camera Set-ups: When more than one camera is utilized simultaneously the Script Supervisor shall be paid an additional sum of fifty dollars (\$50.00) per each additional camera on a day when second camera is used.

#### **8.04 First Aid Certificate Requirement:**

- (a) Regulation MR 140/98 under the Manitoba Workplace Safety and Health Act requires an "Attendant" that holds a valid Emergency First Aid ("EFA") Certificate, either Level One, Level Two or Level Three to be present at the work site. Whether the Attendant must possess a Level One, Level Two or Level Three EFA Certificate depends on the amount of travel time to a Hospital and the number of workers per shift. The EFA Certificate holder shall be determined by the date of hire. If there is not a First Aid or First Aid/Craft Service Employee assigned to a work site

that requires an "Attendant" with the requisite EFA Certificate, an Employee who accepts responsibility for First Aid and who possesses an EFA Certificate of a Level that is equal to or greater than the level required at the subject work site will be paid the following premium:

- (a) If the work site requires a Level One EFA Certificate - \$1.00/hour;
- (b) If the work site requires a Level Two EFA Certificate - \$1.50/hour;
- (c) If the work site requires a Level Three EFA Certificate - \$2.00/hour.

(b) Only the EFA Certificate holder designated by the Employer shall receive the additional amount set forth above. The position of "Attendant" shall not conflict with the Employer's requirement to employ a First Aid/Craft Service person.

## ARTICLE NINE – MEALS

The "Provisions Regarding Meals and Grace Period" set out in **Schedule I** are part of this Agreement and shall be made available to all Employees.

**9.01 Scheduling Meal Periods:** The first meal period shall commence within six (6) hours of general crew call; subsequent meal periods shall commence within six (6) hours of the preceding meal period. Meal Periods may be staggered on an individual Employee basis.

**9.02 Pre-Call Meal:** An Employee required to report to work prior to the general crew call shall be provided a reasonable hot meal, which shall be paid-through as time worked. During this paid-through meal the Employee will be freed of all activity for no less than eighteen (18) minutes. Such paid-through meal must be taken within one (1) hour before or after general crew call and shall not be considered the first meal, nor shall it be considered a meal period. The next meal shall commence as defined in Section 9.01.

### 9.03 Meal Periods:

- a) For the first meal period of the work day, all Employees are to receive an unpaid meal period. For the second and subsequent meal periods, Employees shall be paid through as time worked. All meal periods shall be one (1) hour in length and recorded as such on each Employee's time sheet – notwithstanding, meal periods shall end no less than forty-five (45) minutes after the last crew member has been served. The entire meal period shall be freed of all work activity.
- b) A half ( $\frac{1}{2}$ ) hour lunch may be scheduled on an exterior shoot day, providing that the exterior temperature is greater than minus five (-5) degrees Celsius and less than plus forty (+40) degrees Celsius.

**9.04 Reduced Meal Period/Early Return Buyout Option:** For the first meal period, the Employer may institute a reduced thirty (30) minute meal period for each Employee providing such meal is paid through as time worked. For the second and subsequent meal periods, at the discretion of the Crew Representative, the one (1) hour meal period may be reduced by a maximum of thirty (30) minutes providing an "early return buyout" premium is paid to each employee. The early return buyout premium shall be \$2.50 for each 1/10<sup>th</sup> hour (6 minute) increment or any portion thereof.

**9.05 Calculation of Meal Penalty:** If an Employee is unable to commence a meal period by the end of the sixth (6<sup>th</sup>) hour of work, the Employee shall be paid a meal penalty as per the following scale until such time as the meal period is forthcoming:

- |                                 |   |
|---------------------------------|---|
| (a) First 2/10 (.2) of an hour: | \$5.00 for any portion thereof.           |
| (b) Next 3/10 (.3) of an hour:  | \$7.50 for any portion thereof.           |
| (c) Next one (1) hour:          | \$2.50 for each 1/10 (.1) hour increment. |
| (d) Thereafter:                 | \$3.00 for each 1/10 (.1) hour increment. |

The first 2/10 (.2) of an hour grace period shall not be scheduled nor automatic, nor is it intended for everyday use. Such grace period may not be utilized when the meal period has been extended as permitted by Article 9.06.

#### **9.06 Grace Period:**

- (a) If commencement of a meal period, as defined in Section 9.01, is delayed beyond the 6<sup>th</sup> hour for the purpose of completing a take or a shot in progress, the first twelve (12) minutes of the hour, calculated in six (6) minute increments, may be taken as a Grace Period providing it is not scheduled, automatic nor abused. Grace period may not be taken more than twice in one work week without the consent of the Crew Representative.
- (b) Grace period which meets the above conditions shall be paid as time worked at the prevailing rate, but shall not incur meal penalty premium.
- (c) If work exceeds such extension, then meal penalty shall be calculated and paid retroactively from the end of such six (6) hour work period.
- (d) Grace period shall not decrease the amount of time allotted for a meal period.
- (e) If Grace is used three times or more in one week, on the third time, and any additional times, the first 0.2 of an hour will be five dollars (\$5.00) for any portion thereof.
- (f) Grace can only be used during the mid-day meal.

**9.07 Meal Period Extensions:** For wrap, the six (6) hour work period following the end of the last meal period may be extended for a maximum of one half (.5) hour. If work exceeds such extension, then meal penalties shall be calculated and paid retroactively from the end of such six (6) hour work period.

**9.08 Limitation on Meal Breaks:** In no case shall any work period exceed nine (9) hours without a meal break. When a production breeches (9) hours from general crew call or return from lunch, a punishment of 3X meal penalty will be paid retro-active to the 6-hour mark. In no case shall any Employee be given less than thirty (30) minutes for any meal period.

**9.09 Absence of Catering and Culinary Selection:** In the absence of catering or culinary selection, all Employees shall receive a meal break of sixty (60) minutes and an adequate meal allowance. Adequate travel time to and from a restaurant or other eating establishment shall be considered time worked but shall not incur penalties.

**9.10 Proper Meal:** Adequate hot meals with a reasonable selection shall be provided. This includes a reasonable protein replacement for a complete vegetarian meal. It is understood and agreed that snacks (i.e. soft drinks, hot dogs, pizza etc.) do not constitute a proper meal.

#### **9.11 Meal Periods for Employees Working Off-Set during Principal Photography:**

- (a) Off-set Crew are entitled to time off for meals every five (5) hours and shall not incur meal penalties. At the discretion of the Employer in consultation with the Department Head (or Key), the Employer may institute either of the following meal periods:
  - (a) One (1) hour of unpaid time off to consume meals, plus reasonable and adequate travel time to and from place of eating paid as time worked, or,
  - (b) One half (1/2) hour of paid time off to consume meals with no paid travel time.
- (b) An Employee working off-set shall be provided with a meal allowance to cover the cost of a meal.
- (c) Off-set crew shall be provided with the same meal and meal period as the on-set crew when both are working at the same location.

**9.12 Meal Periods for Caterers:** Caterers shall be responsible for scheduling their own meal periods at five (5) hour intervals and shall not incur meal penalties. At the discretion of the Employer, any such Employee may be provided with a meal allowance to cover the cost of a meal.

**9.13 Meal Periods During Principle Photography for Transportation, Off-Set Set Decorating, Background Casting Department, Security, and Picture Vehicles:** Transportation, Off-Set Set Decorating, Background Casting Department, Security and Picture Vehicles crew shall be responsible for scheduling their own meal periods at six (6) hour intervals in consultation with the appropriate Department Head (or Key), and shall not incur meal penalties. Security Department Head is to schedule appropriate lunch breaks. Crew shall be paid through for meal periods as time worked. Crew shall be given a meal allowance of \$25.00 for the Transportation, Off-Set Set Decorating, Background & Picture Vehicles Departments, and \$35.00 for the Security Departments when offset, for the relevant Pre-Call Meal, first meal and subsequent meal periods when work duties conflict with the availability of a catered meal, or when work duties are such that adequate time to consume such meal is not practical.

- (a) A meal penalty of \$25.00 for Transport and Picture Vehicles if lunch is not available at six hours, due to forced meal penalty.
- (b) Transport will receive 18 minutes to consume their lunch

**9.14 Unit Move Drivers:** Unit Move Drivers will be paid meal penalty as per Article 9.05 if working greater than 6 hours without a meal break.

**9.15 Shelter and Washroom Facilities:**

- (a) Shelter: The Employer will provide suitable shelter for serving and consuming catered meals.
- (b) Washroom Facilities: The Employer will provide adequate, sanitary washroom facilities in accordance with the guidelines laid out by the Manitoba Workplace Safety and Health Acts & Regulations (see table in Schedule M) on all pre-production, production, and post-production work sites. These facilities must be provided within two hundred (200) meters of the camera truck for a shooting crew and within two hundred (200) meters of the work trucks for non-shooting crew. The facilities shall have lighting and heating. The Employer will ensure that such washrooms are equipped with hand washing facilities and are stocked with a sufficient supply of soap, toilet paper, and individual clean towels. Where the washrooms lack hand washing facilities, the Employer will place adequate hand washing stations within immediate proximity to the washrooms.

**9.16 Craft Services/Environmental Awareness:** The Employer shall provide craft service of hot beverages, cold water, tea, other soft beverages and reasonable snacks for all Employees throughout the work day. If such service is not provided or is deemed inadequate by the Crew Representative, a coffee break of fifteen (15) minutes in duration shall be taken every two and one-half (2.5) hours. Further, the Employer shall use its best efforts to supply environmentally compatible containers for all such beverages.

**ARTICLE TEN – STATUTORY AND PROCLAIMED HOLIDAYS & HOLIDAY PAY**

**10.01 Holidays:** The following days shall be recognized as Statutory and Proclaimed Holidays and must be observed as such: New Year's Day, Louis Riel Day, Good Friday, Victoria Day, July 1, Civic Holiday, National Day of Truth and Reconciliation, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. The days of Christmas Eve day and New Year's Eve day shall not be considered holidays. However, any Employee working after four o'clock p.m. (4:00 p.m.) on either day shall be paid three (3) times the Employee's straight time contracted hourly rate thereafter.

**10.02 Payment for a Holiday Worked:** 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 (Section 6.02). If a Holiday falls on a Sixth day worked, the rate of pay shall be the same as that of a Seventh day worked (Section 6.03). If a Holiday falls on a Seventh day worked then the rate of pay shall be triple time for the entire day worked.

**10.03 Payment for an Unworked Holiday:** Payment for an unworked Holiday shall be compensated pursuant to Article Eleven 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.

**10.04 Holidays and the Guaranteed Period of Employment:** Holidays shall apply against a guaranteed period of employment whether worked or not.

## **ARTICLE ELEVEN – FRINGE RATES AND DEDUCTIONS**

**11.01 Gross Earnings:** “Gross Earnings” for each Employee shall be the sum of all monies earned for working straight time, overtime, turnaround, and earned as premiums and penalties.

**11.02 Total Gross Earnings:** “Total Gross Earnings” for each Employee shall be the sum of Gross Earnings as defined above, plus Vacation Pay.

**11.03 Fringes:** In addition to any remuneration referred to in this Agreement, the Employer shall pay the following Fringes, as per Schedule of this Agreement, on a weekly basis:

- (a) Vacation Pay, calculated as a percentage of Gross Earnings;
- (b) RSP, calculated as a percentage of Total Gross Earnings;
- (c) Health and Welfare, calculated as a percentage of Total Gross Earnings;
- (d) Administration Fee, calculated as a percentage of Total Gross Earnings, plus applicable GST;
- (e) Holiday Pay, calculated as a percentage of Total Gross Earnings;
- (f) Training, calculated as a percentage of Total Gross Earnings, plus applicable GST.

**11.04 Deductions:** All Employees are subject to a deduction of Working Dues or Permit Fees. The Employer shall ensure payment of and ensure authorization for the deduction of the following by securing each Employee’s signature on a Deal Memorandum, and in addition for non-members a Work Permit, and remit such deductions to the Union on a weekly basis. The Employer shall, in any event, be liable for remitting the following deductions:

- (a) Working Dues for IATSE Members, calculated as a percentage of Total Gross Earnings;
- (b) Permit Fees for non-members of IATSE, calculated as a percentage of Total Gross Earnings.

**11.05 Percentage and Disbursement:** The percentage of each Fringe (“Fringe Rate”) and Deduction and the disbursement of such shall be calculated and paid as set out in **Schedule F**.

## **ARTICLE TWELVE – PAYMENT OF WAGES**

**12.01 Calculation of Time:** For the purposes of computing pay for all hours, premiums and penalties, time shall be calculated in one-tenth (.1) hour increments so that an Employee shall be paid for a one-tenth (.1) hour period if the Employee works or incurs premium or penalty for any portion of a one-tenth (.1) hour period.

**12.02 Payroll Period:** For the purposes of uniformity, the payroll period shall be from 12:01 a.m. on Sunday of the work week to 12 midnight on Saturday of the work week. A work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day.

**12.03 Medium of Wage Payment, Pay Day, and Penalties:**

- (a) All wage payments shall be made by cheque, or cash evidenced by a written voucher receipted by the person to whom such cash is paid.
- (b) Employees’ pay cheques shall be ready no later than four o’clock p.m. (4:00 p.m.) or lunch on set of the fourth (4th) work day following the week worked. If a payday falls on a Saturday, Sunday, or holiday, payment will be made on

the preceding work day. The Employer will distribute pay cheques to the Employees during their shifts that day. If, for any reason, this is not feasible, the Union and Employees involved shall be so notified by the Production Manager before the end of their shifts and advised as to the time when their pay cheques will be available. As directed by the Employee, a cheque and/or separation documents mailed to the address of the Employee, or to the Union office, within the time required, is payment hereunder.

- (c) Electronic Funds Transfer will be considered upon request, provided that pay stubs are emailed to members.
- (d) In the event of a late payment by the Company, a penalty of five (5%) percent of gross wages for that week will be paid to Employees for each day that the payment of wages is deemed to be late. Gross wages are defined as the sum of all monies earned for working straight time, overtime, turnaround, premiums and penalties plus all fringes that were to be paid to the Employee for that pay period. The calculations will begin at 4:01 p.m. and will be compounded daily 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.
- (e) In the event that a Variance has been accepted to extend payday to another day, the penalty calculations shall begin at 1 minute past the designated time outlined in the Variance.
- (f) Article 12.03 (c) and (d) shall not apply in the following circumstances:
  - (a) Where the Employer has filed with the Union a bona fide dispute relating to the monies payable;
  - (b) Where normal methods of payment are interrupted; or
  - (c) Where the Member has not submitted his or her time sheet by the end of the work week.

It being understood and agreed by the parties that nothing is to vitiate the Employer's obligations under Part 3 of *The Employment Standards Code*.

#### **12.04 Reporting:**

- (a) The Employer will include in the copy of the time report attached to the Employees pay cheque the following: Employee's name and address; job classification; pay period ending date; dates worked; hours worked; wage and overtime rates; itemization and identification of all allowances, penalties, premiums and fringes paid and deductions made; and gross and net amounts of the Employee's cheque for the pay period and year to date totals for gross wages, deductions, allowances, premiums, penalties and fringes. A copy of the handwritten timesheet will be provided within 24 hours if requested by the IATSE 856 office.
- (b) A copy of the above will be forwarded to the Union accompanied by all applicable remittances on a weekly basis. An electronic copy of same, format of which shall be established by the Union and the Payroll Service, shall also be sent to the Union weekly along with the corresponding payments and remittance breakdown.

**12.05 Payroll Service:** In the event the Employer uses a payroll service or other outside person(s) or entity to process or facilitate the payment of wages or other benefits to an Employee or Employees covered by this Agreement, the Employer agrees and acknowledges that the Employer remains the Employer of such Employees for the purposes of all the provisions of this Agreement, and that the Employer remains liable and responsible for compliance with such provisions.

**12.06 Termination Pay:** If the Record of Employment and pay cheque are not given to the Employee at the time of termination, they shall be sent to the Employee within five (5) working days of termination.

**12.07 Time Keeping:** The Employer shall maintain an adequate system of time keeping, recording the times that an Employee reports for and leaves work each day, and to record the commencement and completion of the Employee's meal period(s). Time records and payroll records shall be open to inspection by an authorized representative of the Union at reasonable times and for reasonable cause upon giving the Employer reasonable notice.

## **12.08 Deal Memorandum, Employee Lists, Daily Call Sheets and Reports:**

- (a) Deal Memorandum: The Employer agrees to ensure every Employee or dependent contractor signs a completed DEAL MEMORANDUM (**Schedule C**) prior to commencement of employment. The Employer shall immediately supply the Employee with copy of same, and, within three (3) day's supply the Union with copy of same.
  - (i) The Employer must provide the Employee with a paper copy of the Employer's Deal Memorandum (Schedule C) upon request or be prepared to provide assistance in filling it out digitally.
- (b) Employee Lists: The Employer agrees to provide the Union with a detailed LIST OF ALL EMPLOYEES reflecting the position each Employee is engaged in, each Employee's current address and current contact information as soon as available, and upon revision.
- (c) Daily Call Sheets and Reports: The Employer agrees to provide the Union with a PRODUCTION SCHEDULE, DAILY CALL SHEET and a DAILY PRODUCTION REPORT as soon as available, and upon revision.

**12.09 Worker's Compensation Board Coverage:** The Employer shall make payments per *The Worker's Compensation Act* for all workers covered under this Agreement, and shall provide proof to the Union upon request that all workers under this Agreement are adequately insured for work-related accidents through such WCB coverage.

## **ARTICLE THIRTEEN – STUDIO ZONE, TRAVEL AND ACCOMMODATION**

### **13.01 Studio Zone:**

- (a) The "Studio Zone" shall be forty-five (45) kilometres from the Manitoba Legislative Buildings and illustrated in **Schedule E**.

**13.02 Nearby Location:** For work sites outside of the Studio Zone where Employees will not be required to be lodged overnight:

- (a) Travel Time shall be calculated as time spent commuting to and from locations beyond the Studio Zone, calculated from the edge of the Studio Zone.
- (b) The Employer shall provide quality transportation to and from the work site from a marshalling point(s) within the Studio Zone, which Employees shall be obligated to use. The employer will provide safe and secure, or supervised parking. However, the Employer may, at its discretion, grant an Employee's request to be excused from the obligation to use the transportation provided, in which case the Employee's travel shall be at the Employee's own expense. As an alternative, the Employer may pay each Employee using their own vehicle the mileage rate set out in Article Eight for kilometres driven from the nearest Studio Zone limit to the work site and back to the nearest Studio Zone limit.
- (c) Travel time shall not be counted as part of the workday for meal penalty calculations if such travel is for the return trip to the Studio Zone at the end of a workday.
- (d) The Employer shall be required to provide overnight accommodations whenever an Employee's work day on a location outside of the Studio Zone including nearby locations exceeds fourteen (14) hours. The work day, for this purpose, shall include time spent commuting to and from locations beyond the Studio Zone, calculated from the edge of the Studio Zone. Should the Employer not provide overnight accommodations in this instance, then each affected Employee shall be paid an additional three (3) hours pay at the prevailing hourly rate, plus all applicable penalties and fringes, plus a per diem payment of twenty-five dollars (\$25.00).

**13.03 Distant Location:** For work sites outside of the Studio Zone where Employees will be required to be lodged overnight or longer:

- (a) On days of travel when no work is to be or has been performed by the Employee, travel shall be compensated with an allowance equivalent to four (4) hours at the Employee's straight time contracted hourly rate or at the Employee's straight time contracted hourly rate for time travelled, whichever is greater.



**13.04 Accommodation While on Distant Location:** When housed overnight or longer on a location outside of the Studio Zone, the Employee shall receive all necessary lodging expenses (lodging to be single occupancy equal to the Canadian Automobile Association (CAA) quality standards where reasonably available) plus per diem and approved transportation expenses, to, from, and while on the job.

**13.05 Travel While on Distant Location:**

- (a) Portal to Portal: While an Employee is staying in accommodations provided by the Employer outside of the Studio Zone, time spent travelling to and from the work site from such accommodations shall be compensated as follows:
- (a) No compensation for the first twelve (12) minutes (.2 hour) each way;
  - (b) At the prevailing rate of pay for the remainder of time spent travelling in the same work day;
  - (c) Such travel time shall not be counted as part of the work day for meal penalty calculations if the travel is for the return trip to the place of accommodations at the end of a work day.

**13.06 Per Diem Allowance:** On distant locations within Canada where an Employee is required to be housed overnight, the Employee shall be paid weekly, in advance, and in cash or by electronic funds transfer, a per diem allowance of not less than seventy dollars (\$70.00) per day. However, if meals are provided by the Employer during the work day, the per diem allowance may be reduced in the following manner: Breakfast, twelve dollars and fifty cents (\$12.50) Lunch, seventeen dollars and fifty cents (\$17.50) and Dinner, twenty-seven dollars and fifty cents (\$27.50) The remaining twelve dollars and fifty cent (\$12.50) amount (allotted for incidentals) shall not be deductible. The foregoing dollar amounts will be payable in U.S. dollars when in the United States. Fringes and deductions shall not apply to Per Diem.

**13.07 Unworked Sixth or Seventh Days, or Holidays on Distant Location:** An Employee on distant location within Canada shall receive one hundred forty dollars (\$140.00) per diem on an unworked Sixth day, unworked Seventh day or unworked 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 seventy dollar (\$70.00) per diem.

**13.08 Travel Insurance:** The Employer shall provide Employees with a minimum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) of Accidental Death and Dismemberment Insurance when the Employee is required to travel at the request of an Employer if transportation is furnished by the Employer and used by the Employee. The benefits resulting from the policy shall be payable to the Employee or, in the event of death, to the beneficiary designated by such Employee. If no designation has been made, then such indemnity shall be paid to the estate of the deceased. The Employer shall provide proof to the Union that appropriate insurance is in force upon request prior to the travel day.

**13.09 Weather Warnings:** Each Employee will be informed prior to departure as to what can reasonably be expected with respect to weather conditions at or near the shooting site so that suitable clothing and/or equipment can be arranged. However, in extreme cold weather beyond what can be reasonably expected in a Manitoba winter, such as the extreme cold experienced in an Arctic winter for example, the Employer shall make available to the Employees suitable clothing and gear to cope with such conditions.

**13.10 Winter Travel:** When work takes place during winter months outside of the City of Winnipeg Perimeter Highway, the employer and employees must be aware of the dangers of driving in adverse blizzard conditions.

- (a) Any weather advisories or road closures issued by Environment Canada, Manitoba Highways, local police or RCMP must be followed by all crewmembers. Driving during dangerous highway conditions shall be considered dangerous work and employees may refuse that work with no penalty.
- (b) In situations where the highway conditions worsen to where it is dangerous for the return at the end of the workday, all travel back to the Perimeter Highway must take place and be completed during daylight hours. If conditions are such the daylight travel is not possible, the employer shall provide overnight accommodation for the employees affected.

## ARTICLE FOURTEEN – LAY OFF, PROBATIONARY PERIOD, DISCHARGE, HIATUS, FORCE MAJEURE

**14.01 Lay-Off Defined:** "Lay-Off" means a temporary or permanent severance of employment — other than Discharge — due to a shortage of work, including Hiatus or scheduled termination. It is understood that a lay-off automatically occurs at the end of a defined call as follows:

- (a) An end date is specified on an Employee's Deal Memorandum;
- (b) At the end of the shift of a Daily Call;
- (c) At the end of a period of employment of which the length has been defined in advance;
- (d) At the wrap of production, unless an Employee is specifically requested to remain employed beyond such date.

**14.02 Weekly Employees – Lay-Off, Notice and Severance Pay:** All weekly Employees shall be given one (1) work week's notice or one (1) work week of severance pay in lieu of such notice or a combination thereof. Such notice may be in the form of a written general notice attached to a call sheet for Employees who receive such call sheets. Where an automatic lay-off occurs, as defined in Section 14.01, such notice shall not be mandatory. In turn, all weekly Employees shall give the Employer one (1) work weeks' notice before resigning and if such Employee fails to do so, the Employer will not be required to re-employ such Employee.

**14.03 Daily Employees – Notice of Lay-Off:** Daily Employees will be notified prior to the end of their shift if they are required to return to work the next day, and are otherwise considered laid off at the end of such shift. A daily Employee who subsequently becomes a weekly Employee, by virtue of a call extended beyond one work week, shall be given the same lay-off notice as a weekly Employee, except where such Employee has been given a defined call extension and it is reasonable that such Employee's call has not been extended for the sole purpose of avoiding weekly Employee status.

**14.04 Lay-Off – Determination of Employees Affected:** When any lay-offs occur, the personnel to be affected by such lay-offs shall be decided upon by the Employer, taking job qualifications into consideration.

**14.05 Guaranteed Period of Employment:**

- (a) A Daily Employee is not guaranteed more than one (1) day of work and a Weekly Employee is not guaranteed more than one (1) week of work unless otherwise specifically set forth in writing on a Deal Memorandum (Schedule C – "guaranteed period of employment").
- (b) The obligation of an Employer upon entering into a Deal Memorandum for the employment of any Employee to furnish services during guaranteed periods of employment shall be wholly satisfied by the payment of the contracted wages and benefits for the applicable guaranteed period.

**14.06 Discharge During the Probationary Period:** The Probationary Period shall be 5 calendar days in length from the Employee's first day worked. During the probationary period, the Employer may discharge an Employee on the basis of unsuitability without payment of severance. If such Employee has a guaranteed period of employment beyond one work week and is discharged during the probationary period prior to completion of such guaranteed period, the Employee will be paid the remainder of the guaranteed period of employment.

**14.07 Discharge After the Probationary Period:** No Employee shall be terminated following the Probationary Period except under the following circumstances:

- (a) If any Employee is terminated before the completion of the guaranteed period of employment, the Employer shall pay the Employee all remaining unpaid wages as provided in the Employee's Deal Memorandum except where:
  - (a) the Employer has discharged the Employee for just cause;
  - (b) the Employer has terminated the Employee in accordance with the Force Majeure provisions of this Agreement.
- (b) If a weekly Employee is terminated, the Employer shall pay the Employee one work week of wages except where:
  - (a) the Employer has discharged the Employee for just cause;

- (b) the Employer has terminated the Employee in accordance with the Force Majeure provisions of this Agreement.
- (c) If a daily Employee is terminated, the Employer shall pay the Employee for the greater of the wages due for a minimum call or the wages due for actual hours worked, except where:
  - (a) the Employer has discharged the Employee for just cause;
  - (b) the Employer has terminated the Employee in accordance with the Force Majeure provisions of this Agreement.
- (d) An Employer will not be required to re-employ:
  - (a) an Employee previously discharged for just cause under this Section
  - (b) an Employee who fails to report to work ("no show")
  - (c) an Employee who quits

**14.08 Progressive Discipline & Discharge Applicable to Weekly Employees:** With respect to weekly Employees, the principles of progressive discipline (verbal warning, written warning, suspension, dismissal) shall be applied. An Employee has the right to request Union presence at a disciplinary meeting. The Employer must notify the Union in writing immediately of any discipline beyond verbal and provide the Union with a copy of a written "Reprimand" and/or written "Notice of Discipline" which exceeds a verbal Reprimand in severity, and/or a written "Notice of Dismissal."

**14.09 Force Majeure:** The Employer may declare a Force Majeure, cancelling work calls, laying off Employees during a work day, or otherwise suspending production without prospective obligations to Employees, as the result of an inability to provide work because of an unforeseen circumstance beyond its reasonable control. Force Majeure includes, but is not limited to: riot, war, fire, earthquake, hurricane, flood, injury, illness, labour dispute, strike, or the failure or inability of a key cast member to perform or the director to undertake his/her duties, or governmental regulation or order in a national emergency. In such unforeseen circumstance, the Employer shall furnish a statement in writing to the Union within twenty-four (24) hours, or as soon thereafter as practical, as to the reason for the Force Majeure. Employees will be paid at least for the minimum call should the Force Majeure occur during working hours.

**14.10 Hiatus:** Periods of Hiatus shall be governed as follows. With no less than seven (7) working days notice by the Employer, once every six (6) shooting weeks, and in the case of episodic television, once between hiatus periods (i.e., between the commencement or resumption of production and a cessation of principal photography for the series for at least one week,) or more frequently where agreed by the Employer and Union.

## ARTICLE FIFTEEN – SAFETY AND HEALTH

**15.01 Preamble:** It is agreed by the parties that great emphasis shall be placed on the need to provide a safe working environment. In that context, it shall be the responsibility of each Employer:

- (a) to provide employment and places of employment which are safe, healthful and free from harassment or bullying for the Employees;
- (b) to provide and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and places of employment safe and healthful;
- (c) to do every other thing reasonably necessary to protect the life, safety and health (both mental and physical) of Employees;
- (d) to not require or permit any Employee to enter into or be in any employment or places of employment which are not safe, healthful and free from harassment or bullying.

**15.02 Workplace Safety and Health:** Every Employer shall comply with Workplace Safety and Health standards and all rules, regulations and orders pursuant to applicable laws, which for greater certainty include *The Workplace Safety and Health Act* and its Regulations. It is agreed and understood that the Employer is obligated to provide to the Union and to each and every of its employees, no matter what time a shift is scheduled to begin, with any and all appropriate and necessary Safety and Health policies. It is, further understood, that while employees are entitled raise concerns with the Union and to request copies of policies in its possession, to the Union is not the Employer for the purposes of this Article.

**15.03 Prohibited Actions:** No Employer or Employee shall:

- (a) remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or places of employment;
- (b) interfere with the use of any method or process adopted for the protection of any Employee, including his/herself, in such employment or places of employment.

**15.04 Responsibility:** Rigid observance of safety regulations must be adhered to and wilful failure of any Employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no Employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb. In such situation, the Employee shall be given an opportunity to discuss such concerns with a Department Head (or Key) before refusing any work. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Employer agrees to promote in every way possible the realization of safe work practices for every Employee with regard to preventing accidents to him/herself or his/her fellow Employees.

**15.05 Reporting:** The Employer shall immediately inform the Union when a workplace accident has resulted in an Employee being brought to hospital. The Employer shall send to the Union, upon occurrence, a copy of any accident and incident reports, along with any documentation to or from WCB involving the accident or incident.

**15.06 First Aid/Craft Services:**

- (a) The Employer and the First Aid/Craft Services Key shall have a pre-production meeting to determine the appropriate crewing level in such Department, taking into consideration the following:
  - (a) The number of people accessing First Aid/Craft Services;
  - (b) The number of Extras;
  - (c) Any large stunts or special effects;
  - (d) The placement of the Craft Services Truck and station in relation to the work site;
  - (e) The Emergency First Aid Certificate requirements.

(b) FACS crew required for crew size:

TABLE 1		
	Close Workplace	
Number of Workers per shift	Low Hazard work	Other work
1 to 10	-	-
11 to 40	1 Basic	1 Intermediate
41 to 100	1 Basic	2 Intermediate
101 to 199	2 Basic	2 Intermediate
200 or more	3 Basic	3 Intermediate

TABLE 2		
	Distant Workplace	
Number of Workers per shift	Low Hazard work	Other work
1 to 10	-	1 Basic
11 to 40	1 Basic	1 Intermediate
41 to 100	1 Basic	2 Advanced
101 to 199	2 Basic	2 Advanced
200 or more	3 Basic	3 Advanced

TABLE 3		
	Isolated Workplace	
Number of Workers per shift	Low Hazard work	Other work
1 to 10	1 Basic	1 Intermediate
11 to 40	1 Basic	Advanced
41 to 100	2 Basic	2 Advanced
101 to 199	2 Basic	Advanced
200 or more	3 Basic	4 Advanced

(c) The Employer may wish to employ a Paramedic for certain of the above situations. Such Paramedic will not displace the First Aid/Craft Service Key or Technician. Medic as per Manitoba Work, Safety & Health regulations **section 5.9**  
***Appropriate First Aid for Occupational Hazard***

(d) The First Aid/Craft Services Department will have means of two-way monitored radio communication (walkies) for the purposes of First Aid.

(e) The FACS shall be stationed no more than 5 Minutes by foot of the shooting set to ensure immediate response to first aid calls. If the FACS station is more than 5 Minutes away by foot then an additional First responder must be stationed on the shooting set.

(f) The FACS and First Responder shall be equipped with the appropriate First Aid Kit including an Automatic Defibrillator Device (A.E.D)

(g) An appropriately stocked First Aid Kit shall be on the shooting set at all times.

(h) A representative of the First Aid/Craft Service Department shall remain on duty for First Aid purposes during all pre-call and wrap of all cable, lighting, grip and scaffolding equipment. Speciality Departments may prep and wrap on their own provided an Employee who possesses the appropriate EFA Certificate has been appointed and safety equipment is available.

**15.07 Work Site Inspection:** Upon request by the Union, the Employer shall undertake a work site safety inspection by a professional inspector, at the Employer's expense. A Union representative will be present at the time of the inspection, and/or time a verbal report is given by such inspector. Results of that inspection shall be distributed electronically to the union office, show Department heads and posted at the applicable work locations. The Union agrees to only request such an inspection when warranted concern has been raised by anyone covered by our bargaining unit.

**15.08 Communication:** All crews on all work sites shall have access to communication in the form of a cellular phone, land line, or two-way monitored radio communication ("walkies") for emergency and First Aid purposes. For the Security Department, Production must either supply a cell phone or pay five dollars (\$5.00) per day as cell phone rental.

## **ARTICLE SIXTEEN – INDEMNIFICATION**

**16.01 Indemnification:** The Employer will defend, indemnify, and save harmless any Employee for liability incurred during the effective dates of the Agreement and in the course of performance of the Employee's assigned duties and performed within the scope of his or her employment for the Employer that result in bodily injury, and/or property damage suffered by any individual(s) subject to the following conditions:

- (a) This shall not apply in any instance in which such injury, loss or damage is the result of or caused, in whole or in part, by the gross negligence or wilful misconduct of the Employee. For the purpose of the Article, gross negligence is defined as circumstances when it must be plain 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.
- (b) The Employee shall cooperate fully in the defense of the claim or action, including, but not limited to, providing notice to the Employer immediately upon becoming aware of any claim or litigation, attending of hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

**16.02 Duration of Protection:** The protection provided to the Employee by Section 16.01 is also personal to the Employee and may be enforced by any Employee in any appropriate court or statutory forum. The protection provided to the Employee in Section 16.01 does not expire with the expiration of the Agreement but will continue with regard to any claim made against an Employee after the expiration of the Agreement for liability that was incurred in the course of performance of the Employee's assigned duties performed within the scope of his or her employment for the Employer.

**16.03 Union 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. The Union does not warrant the qualifications of any Employee, nor the dispatch or placement for employment of any Employee.

## **ARTICLE SEVENTEEN – GRIEVANCE AND ARBITRATION**

- (a) The non-payment of wages and other monies, when due to an Employee or to the Union, shall constitute a breach of this Agreement by the Employer. The Employer shall pay all legal and other costs incurred in the collection of overdue monies. In the event of non-payment, the Union and its Members are under no obligation to provide services or to avert a work stoppage.
- (b) All Complaints, disagreements or disputes between the Employer 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 Memorandum, shall be considered a Grievance.
- (c) **The Grievance Procedure shall be as follows:**
  - i. When a dispute arises in the workplace, Union and the Employer will first try to resolve that dispute through discussion. If that matter cannot be resolved in that manner, and the matter gives rise to a grievance, the Employee may then be accompanied by a Union representative, and the grievance shall immediately be taken up with the Production Manager or alternate appointee by the Employer.
  - ii. Should a resolution not be reached, then the Employee may file a Notice of Grievance with the Union office within fourteen (14) calendar days of the occurrence upon which the grievance was based, or, within fourteen (14) 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 Employer. A representative of the Union may also invoke the Grievance Procedure on behalf of any Employee

or group of Employees, or on its own behalf as a policy grievance. At this stage, the Union and the Employer shall thoroughly discuss the matter and endeavour to reach an amicable settlement.

- iii. If the grievance is not settled, then a grievance must be reduced to writing. This Grievance Letter must be submitted to the other party within thirty (30) calendar days of the occurrence of the event(s) upon which the grievance is based, or, within thirty (30) calendar days after the facts underlying the grievance became known or should have reasonably become known by the Employee, the Employer or the Union. Claims not submitted within this time period shall be deemed waived unless there are reasonable extenuating circumstances, or unless the time period is extended by mutual consent of the parties in writing.

Should a resolution not be reached within fourteen (14) calendar days after receipt of the Grievance Letter, then the grievance may be submitted to arbitration by either the Employer or the Union. If negotiations in regard to the matters outlined in this Article shall fail, any dispute between the Union and the Employer regarding wages and working conditions as therein set forth shall be settled by reference to a sole arbitrator, as agreed by mutual consent. In the event the parties cannot agree on a single arbitrator within twenty (20) working days, either or both parties are free to seek assistance from the Manitoba Labour Board, pursuant to s. 114 of *The Labour Relations Act*.

The single arbitrator appointed pursuant to this Article, shall meet and hear evidence from the Union and the Employer, and shall issue an award within ninety (90) calendar days after completion of hearing the evidence, unless the parties hereto agree to extend or abridge the time for issuance of the award. An award issued by and arbitrator shall be deemed to be final and binding on all parties to the arbitration.

An arbitrator shall have the authority to determine whether any matter referred to it is arbitrable.

The Employer and the Union agree that each shall bear their own legal costs and an equal share of the fees and expenses of the arbitrator.

Should any law now existing or hereafter enacted or any proclamation, regulation or edict invalidate any portion of this Agreement. The entire Agreement shall not be invalidated thereby and either party hereto may reopen negotiations on the invalidated portion by giving notice to the other party.

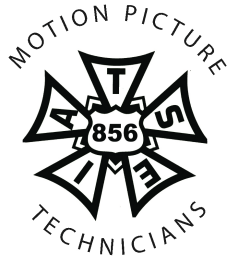
- iv. The Arbitrator shall be a person agreed upon by the Employer and the Union, and failing such agreement, either party may request the Manitoba Labour Board to appoint an Arbitrator in accordance with *The Labour Relations Act*. All costs of Mediation and/or Arbitration shall be borne equally by both parties.
- v. The Arbitrator shall not be vested with the power to change, add to or otherwise amend any of the terms or conditions of this Agreement.

- (d) The Employer agrees that, after a written grievance has been lodged, the Employer or its representatives(s) shall not enter into discussions concerning the grievance with the aggrieved Employee without prior consent of the Union.

## **ARTICLE EIGHTEEN – SCREEN CREDITS**

- a) The Employer recognizes and agrees the insignia of the International Alliance is copyrighted and is the sole property of the International Alliance. The Employer hereby agrees to display the insignia as herein authorized, unless the Union advises otherwise, on any and all motion picture films or substitutes thereof, such as tapes or disks, recorded by any method and produced under the terms and conditions of the Agreement which carry screen or air credit title or titles. Said insignia is to be clear and distinct, and shall appear on a sufficient number of frames so as to be recognizable.
- b) All individual screen credits shall be in accordance with industry custom and practice but subject to approval of Broadcasters and Distributors. Upon the request of any Employee on any production, the Employer shall provide a letter on the Employer's letterhead that confirms and attests that such Employee is or was an Employee on such production.

c) In addition to the foregoing, the following shall also appear with the Screen Credits:



**Filmed on location in the Province of Manitoba, Canada  
with crew from I.A.T.S.E. Local 856**

d) The Employer will provide I.A.T.S.E. with two (2) DVD copies of the Motion Picture covered under this Agreement when such copies become available.

2022 COLLECTIVE AGREEMENT EFFECTIVE APRIL 1/22 TO MARCH 31/23



**ARTICLE NINETEEN – TERMS AND AGREEMENT**

**19.01 Entirety:** Except for the provisions of applicable legislation and each Employee's Deal Memorandum, and any amendments agreed to by both Parties, this Agreement, which hereby incorporates by reference the attached Appendix "A" and attached Schedules "A," "B," "C," "D," "E," "F," "G," "H," "I" and "J" the "List of Required Documents", and Appendix 1, is the entire understanding between the Parties.

**19.02 Term:** This Agreement shall be in full force and effect the later of one year from the date of signing or the wrap of the production currently scheduled to wrap on or around the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

**FOR THE UNION  
IATSE LOCAL 856:**

**FOR THE EMPLOYER:**

\_\_\_\_\_

Monique Perro  
Business Agent

\_\_\_\_\_

Employer Representative

\_\_\_\_\_

Nicolas Phillips  
President

2022 COLLECTIVE AGREEMENT EFFECTIVE APRIL 1/22 TO MARCH 31/23

**SCHEDULE A – Minimum Rates**

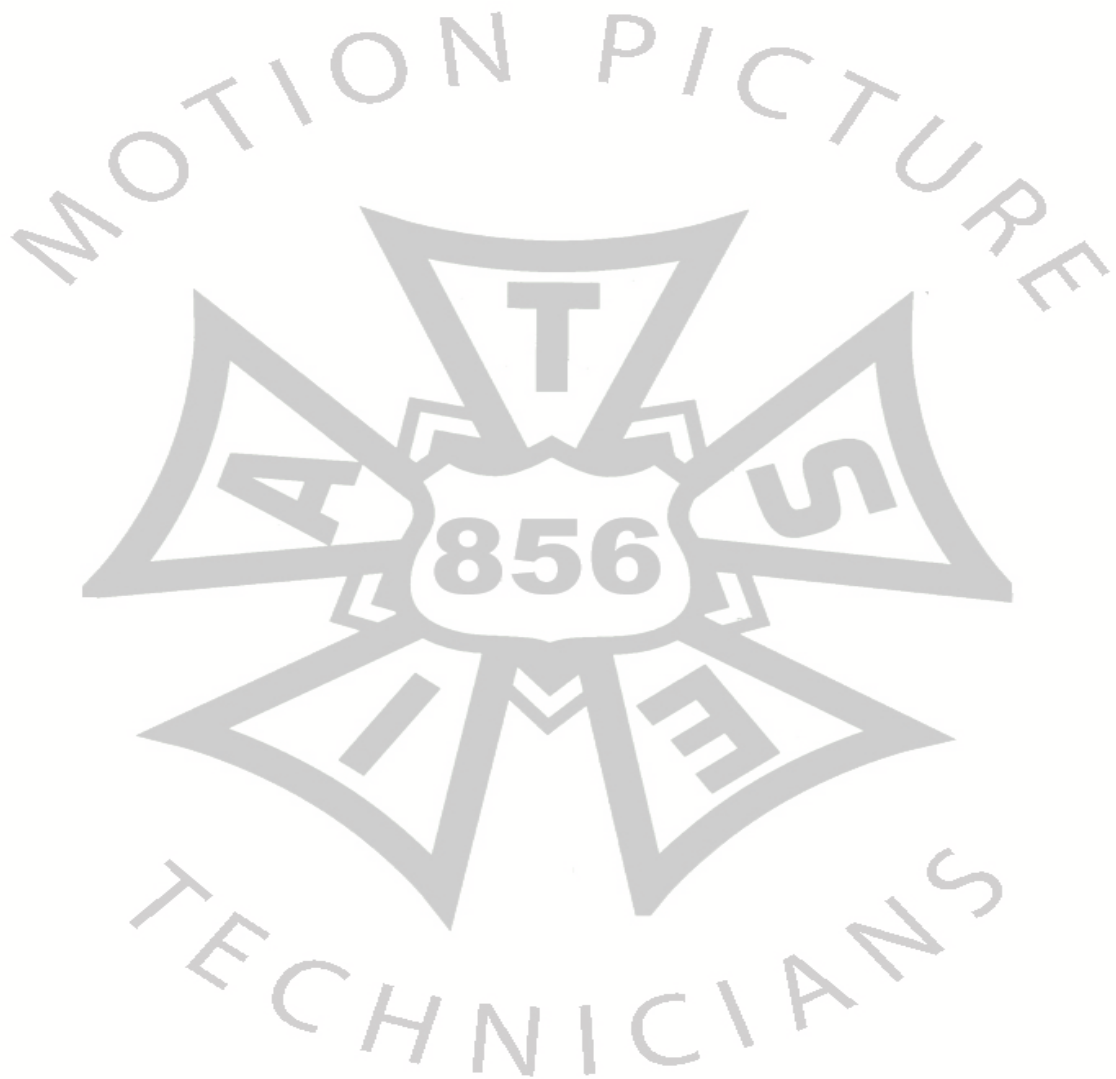
Rates for April 1, 2022 to March 31, 2023

<b>Schedule A - 2022 MINIMUM RATES</b>		Rates Listed as Negotiable shall be no less than the Classification listed immediately below				
<b>CATEGORY</b>	<b>TIER 1</b>	<b>TIER 2</b>	<b>TIER 3</b>	<b>TIER 4</b>	<b>TIER 5</b>	<b>TIER 6</b>
<b>ANIMAL WRANGLING</b>						
Animal Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Trainer/ Handler/ Wrangler/Assistant Head Wrangler/ Trainer	32.86	31.54	30.28	29.06	27.90	26.78
Wrangler ( Large animal)	31.40	30.15	28.93	27.79	26.67	25.59
Handler ( Small animal)	30.31	29.11	27.94	26.82	25.77	24.73
<b>ART</b>						
Production Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Art Director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Set Designer/Graphics/ Illustrator	38.81	36.59	35.10	33.70	32.34	31.05
Assistant Art Director/ Art Department Coordinator/ Model Maker/ Story Board Artist/Assistant Graphic Designer	33.94	31.61	30.35	29.13	27.97	26.84
Clearances/Draftsperson	28.89	27.21	26.13	25.07	24.06	23.11
Art Department Assistant/ Leatherworker	28.45	27.35	26.25	25.18	24.16	23.24
<b>CATERING</b>						
Head Chef	38.53	36.33	34.86	33.45	32.12	30.83
Sous Chef	33.69	31.38	30.12	28.92	27.77	26.64
Assistant Chef/ Caterer	31.04	29.42	28.22	27.10	26.01	25.00
<b>CONSTRUCTION</b>						
Construction Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Construction Foreperson/ Head Carpenter	38.53	36.33	34.86	33.45	32.12	30.83
Lead Metal Fabricator	36.82	35.34	33.94	32.58	31.28	30.03
Lead/ Assistant Head/ On Set Carpenter/Welder	35.25	33.84	32.49	31.17	29.92	28.73
Scenic Carpenter/ Sculptor	34.46	33.09	31.78	30.50	29.27	28.12
Scenic Metal Fabricator/ Construction Department Assistant	32.93	31.61	30.35	29.13	27.97	26.84
Carpenter	30.63	29.42	28.22	27.10	26.01	25.00
Metal Fabrication Assistant	28.34	27.21	26.13	25.07	24.06	23.11
Carpenter's Assistant	27.56	26.49	25.43	24.39	23.40	22.51
Labourer	23.99	23.04	22.11	21.23	20.35	19.54
<b>CONTINUITY</b>						
Script Supervisor	38.53	36.33	34.86	33.45	32.12	30.83
Script Assistant	19.21	18.41	17.69	18.10	16.62	16.35
<b>COSTUME</b>						
Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Costume Designer/ Supervisor/ Set Supervisor/ Key Breakdown Artist	38.53	36.34	34.86	33.45	32.12	30.83
Background Costume Coordinator/ Cutter/ Breakdown Artist/ Dyer/ Costume Illustrator	36.01	34.57	33.18	31.85	30.58	29.37
Truck Costumer	34.46	33.09	31.78	30.50	29.27	28.12
Costume Buyer/ Costume Assistant/ Costume Expense Tracker	32.93	31.61	30.35	29.13	27.97	26.84
Seamster/Seamstress/ Personal Dresser	31.40	30.15	28.93	27.79	26.67	25.59
Costumer	30.31	28.68	27.53	26.42	25.39	24.35

<b><u>CATEGORY</u></b>	<b>TIER 1</b>	<b>TIER 2</b>	<b>TIER 3</b>	<b>TIER 4</b>	<b>TIER 5</b>	<b>TIER 6</b>
<b>DIVER/ UNDERWATER TECHNICIANS</b>						
Diver/ Underwater Coordinator	38.53	36.33	34.86	33.45	32.12	30.83
Diver/ Underwater Assistant	32.11	30.82	29.58	28.41	27.27	26.17
<b>BACKGROUND CASTING</b>						
Background Casting Director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Background Casting Assistant	32.68	31.38	30.12	28.92	27.77	26.64
Background Casting Crew	19.26	18.46	17.73	17.05	16.67	16.39
<b>FIRST AID/CRAFT SERVICE</b>						
Key First Aid/Craft Service	38.53	36.33	34.86	33.45	32.12	30.83
1st Assistant First Aid/Craft Service	33.69	31.38	30.12	28.92	27.77	26.64
2nd Assistant First Aid/Craft Service	31.04	29.42	28.22	27.10	26.01	25.00
Craft Service Shopper Crew	19.26	18.46	17.73	17.05	16.68	16.39
Medic - emergency responder/primary paramedic	Manitoba Standard	Manitoba Standard	Manitoba Standard	Manitoba Standard	Manitoba Standard	Manitoba Standard
<b>GREENS</b>						
Head Greens Person	38.53	36.33	34.86	33.45	32.12	30.83
Lead Greens	34.21	32.85	31.55	30.28	29.06	27.91
Greens Best	33.69	31.38	30.12	28.92	27.77	26.64
On-Set Greens Person	32.93	31.61	30.35	29.13	27.97	26.84
Green Assistant	30.63	29.42	28.22	27.10	26.01	25.00
Green Crew	23.11	22.18	21.28	20.41	19.60	18.86
<b>GRIPS</b>						
Key Grip	38.53	36.33	34.86	33.45	32.12	30.83
Crane Operator/Tech	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
A Dolly Grip	37.53	34.57	33.18	31.85	30.58	29.37
Key Rigging Grip	36.66	34.40	33.02	31.71	30.44	29.22
Grip Best	35.32	33.95	32.65	31.38	30.16	29.02
Rigging Grip Best	34.29	32.92	31.62	30.35	29.13	27.99
Lead Grip/B Dolly Grip	32.51	30.89	29.64	28.48	27.34	26.23
Grip Crew/ Rigging Grip	31.04	29.42	28.22	27.10	26.01	25.00
<b>HAIR</b>						
Department Head/Key Hairstylist/ Key Wigs	38.53	36.41	34.86	33.45	32.12	30.83
1st Assistant Hairstylist	33.69	31.38	30.12	28.92	27.77	26.64
Wigs Assistant	32.93	31.61	30.35	29.13	27.97	26.84
2nd Assistant Hairstylist	31.04	29.42	28.22	27.10	26.01	25.00
<b>LIGHTING</b>						
Gaffer/ Lighting Designer/ Director	38.53	36.33	34.86	33.45	32.12	30.83
Key Rigging Gaffer	36.55	34.33	32.94	31.63	30.36	29.15
Lighting Best	35.32	33.95	32.65	31.38	30.16	29.02
Rigger Gaffer Best/ Practical Set Rigger/ Console Operator/ Lighting Board Operator/ Generator Operator/ Power Management Technician/ Set Wireman	34.29	32.92	31.62	30.35	29.13	27.99
Lead Lighting	32.51	30.89	29.64	28.48	27.34	26.23
Lighting Crew/ Rigger	31.04	29.42	28.22	27.10	26.01	25.00

<b><u>CATEGORY</u></b>	<b>TIER 1</b>	<b>TIER 2</b>	<b>TIER 3</b>	<b>TIER 4</b>	<b>TIER 5</b>	<b>TIER 6</b>
<b>MAKEUP</b>						
Department Head/ Special Effects Makeup Artist	38.53	36.33	34.86	33.45	32.12	30.83
Key Makeup Artist	33.69	31.38	30.12	28.92	27.77	26.64
2nd Assistant Makeup Artist	31.04	29.42	28.22	27.10	26.01	25.00
<b>PAINT</b>						
Key Scenic Artist	38.53	36.33	34.86	33.45	32.12	30.83
Paint Foreperson	36.20	34.76	33.33	32.01	30.75	29.52
On Set Painter/ Scenic Artist/ Scenic Painter	34.46	33.09	31.78	30.50	29.27	28.12
Sign Painter/ Plasterer	32.93	31.61	30.35	29.13	27.97	26.84
Painter	30.63	29.42	28.22	27.10	26.01	25.00
Painter's Assistant	27.47	26.33	25.27	24.25	23.28	22.39
<b>PICTURE VEHICLES</b>						
Picture Vehicles Coordinator	38.53	36.33	34.86	33.45	32.12	30.83
Picture Vehicles Assistant	34.21	32.85	31.55	30.28	29.06	27.91
Driver	27.56	26.49	25.43	24.39	23.40	22.51
Special Equipment Driver	28.65	27.58	26.52	25.48	24.49	23.60
<b>PROPS</b>						
Property Master/ Firearms Safety Coordinator	38.53	36.33	34.86	33.45	32.12	30.83
Assistant Property Master	34.21	32.85	31.55	30.28	29.06	27.91
Props Buyer/ Props Builder	33.94	31.61	30.35	29.13	27.97	26.84
Weapons Handler	31.67	30.40	29.20	28.01	26.90	25.82
Props Crew	30.63	29.42	28.22	27.10	26.01	25.00
<b>SECURITY</b>						
Security Coordinator	38.53	36.33	34.86	33.45	32.12	30.83
Security Captain	27.36	26.28	25.24	24.22	23.24	22.34
Security Crew/ Watchperson	24.67	23.71	22.71	21.83	20.96	20.15
<b>SET DECORATING</b>						
Set Decorator	38.53	36.33	34.86	33.45	32.12	30.83
Assistant Set Decorator/ Lead Dresser	34.21	32.85	31.55	30.28	29.06	27.91
On Set Dresser/ Set Buyer/ Gang Boss	32.93	31.61	30.35	29.13	27.97	26.84
Draper/ Upholsterer/ Set Dec Coordinator	31.40	30.15	28.93	27.79	26.67	25.59
Set Dresser/ Assistant On-Set Dresser	30.63	29.42	28.22	27.10	26.01	25.00
Set Decorating Crew	27.56	26.49	25.43	24.39	23.40	22.51
<b>SOUND</b>						
Production Sound Mixer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Boom Operator	38.53	36.33	34.86	33.45	32.12	30.83
Playback Operator/ 2nd Boom Operator	34.46	33.09	31.78	30.50	29.27	28.12
Utility Sound Technician	30.63	29.42	28.22	27.10	26.01	25.00
<b>SPECIAL EFFECTS</b>						
Special Effects Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Stunt Rigger	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
SPFX Foreperson	37.37	34.40	33.02	31.71	30.44	29.22
SPFX Lead Metal Fabricator	36.82	35.34	33.94	32.58	31.28	30.03
1st Assistant Special Effects	35.39	33.09	31.78	30.50	29.27	28.12
2nd Assistant Special Effects	31.04	29.42	28.22	27.10	26.01	25.00
SPFX Labourer	27.56	26.49	25.43	24.39	23.40	22.51

<b><u>CATEGORY</u></b>	<b>TIER 1</b>	<b>TIER 2</b>	<b>TIER 3</b>	<b>TIER 4</b>	<b>TIER 5</b>	<b>TIER 6</b>
<b>TRANSPORTATION</b>						
Transport Coordinator	38.53	36.33	34.86	33.45	32.12	30.83
Driver Captain/Process Car Driver	34.21	32.85	31.55	30.28	29.06	27.91
Head Driver/Process Car Assistant	30.31	N/A	N/A	N/A	N/A	N/A
Honeywagon Driver/Mechanic/ Cast Driver	29.11	27.94	26.81	25.77	24.72	23.72
Maintenance/ Driver/ Unit Move Driver- Class 1	27.56	26.49	25.43	24.39	23.40	22.51
Unit Move Driver	25.41	24.39	23.38	22.52	21.56	20.69
<b>IATSE TRAINEE</b>	17.51	17.28	17.17	16.97	16.45	16.18



## **SCHEDULE B – JOB CLASSIFICATIONS/ POSITIONS**

### **ANIMAL WRANGLING**

Animal Coordinator  
Head Trainer/ Handler/ Wrangler  
Assistant Head Wrangler  
Trainer  
Wrangler (Large Animal)  
Handler (Small Animal)

### **ART**

Production Designer  
Art Director  
Set Designer  
Assistant Art Director  
Graphics/ Illustrator  
Art Department Coordinator  
Assistant Graphic Designer  
Model Maker  
Story Board Artist  
Clearances  
Draftperson  
Art Department Assistant  
Leatherworker

### **CATERING**

Head Chef  
Sous Chef  
Assistant Chef

### **CONSTRUCTION**

Construction Coordinator  
Construction Foreperson / Head  
Carpenter  
Construction Department Assistant  
Lead/ Assistant Head Carpenter  
On-Set Carpenter  
Welder  
Lead Metal Fabricator  
Scenic Metal Fabricator  
Metal Fabricator Assistant  
Sculptor  
Scenic Carpenter  
Carpenter  
Carpenter's Assistant  
Labourer

### **CONTINUITY**

Script Supervisor  
Script Assistant

### **COSTUME**

Costume Designer  
Assistant Costume Designer  
Costume Supervisor  
Key Breakdown Artist  
Costume Set Supervisor  
Background Costume Coordinator  
Cutter  
Costume illustrator  
Breakdown Artist/ Dyer  
Truck Costumer  
Costume Buyer  
Costume Expense Tracker  
Costume Assistant  
Seamster/ Seamstress  
Personal Dresser  
Costumer

### **DIVERS/ UNDERWATER TECHNICIANS**

Diver/ Underwater Coordinator  
Diver/ Underwater Assistant

### **BACKGROUND CASTING**

Background Casting Director  
Background Casting Assistant  
Background Casting Crew

### **FIRST AID/ CRAFT SERVICE**

Key First Aid/ Craft Service  
1st Assistant First Aid/ Craft Service  
2nd Assistant First Aid/ Craft Service

### **GREENS**

Head Green Person  
Lead Greens  
Greens Best  
On-Set Greens Person  
Greens Assistant  
Greens Crew

### **GRIPS**

Key Grip  
Dolly Grip  
Grip Best  
Lead Grip  
Grip Crew  
Crane Operator  
B Dolly  
Key Rigging Grip  
Rigging Grip Best  
Rigging Grip  
Camera Car Operator  
Camera Car Assistant

### **HAIR**

Head of Department Stylist  
Key Hair  
1st Assistant Stylist  
2nd Assistant Stylist  
Key Wigs  
Wigs Assistant

### **LIGHTING**

Gaffer  
Lighting Best  
Lead Lighting  
Lighting Crew  
Key Rigging Gaffer  
Rigging Gaffer Best  
Rigging Lighting Crew  
Lighting Designer/ Director  
Set Wireman  
Lighting Board Operator  
Console Operator  
Generator Operator  
Power Management Tech  
Balloon Tech

### **MAKEUP**

SPFX Makeup Artist  
HOD - Makeup Artist  
Key Makeup  
2nd Assistant Makeup Artist  
2nd Assistant Makeup Artist

**PROPS**

Property Master  
Assisant Property Master  
Props Buyer  
Props Builder  
Firearms Safety Coordinitor  
Weapons Handler  
Props Crew

**PAINT**

Key Scenic Artist  
Paint Foreperson  
On-Set Painter  
Scenic Artist/ Painter  
Sign Painter  
Plasterer  
Painter  
Painter's Assistant

**PICTURE VEHICLES**

Picture Vehicle Coordinator  
Picture Vehicle Assistant  
Picture Vehicle Driver  
Special Equipment Driver

**SECURITY**

Security Coordinator  
Security Captain  
Security Crew/ Watchperson

**SET DECORATING**

Set Decorator  
Assistant Set Decorator  
Lead Dresser  
Set Buyer  
On- Set Dresser  
Gang Boss  
Draper/ Upholsterer  
Set Dec Coordinator  
Set Dresser  
Assistant On-Set Dresser  
Set Decorating Crew

**SOUND**

Production Sound Mixer  
Boom Operator  
Playback Operator  
2nd Boom Operator  
Utility Sound Technician

**SPECIAL EFFECTS**

Special Effects Coordinator  
Stunt Rigger  
SPFX Foreperson  
SPFX Lead Metal Fabricator  
1st Assistant SPFX  
2nd Assistant SPFX  
SPFX Labourer

**TRANSPORTATION**

Transport Coordinator  
Transport Captain  
Head Driver  
Honeywagon Driver  
Mechanic  
Cast Driver  
Crew Driver  
Unit Move Driver- Class 1  
Maintenance  
Unit Move Driver  
Process Car Driver  
Process Car Assistant

**TRAINEE**

TECHNICIANS



**SCHEDULE C – DEAL MEMORANDUM****IATSE Local 856**

332 Bannatyne Ave. Suite 500  
 Winnipeg, MB R3A 0W5  
 (204) 953-1100 (phone) • (204) 953-1109 (fax)  
 info@iatse856.com • www.iatse856.com

**PRODUCTION/EMPLOYER INFORMATION:**

Production Name: \_\_\_\_\_

Production Co. Name: \_\_\_\_\_

**TERMS OF ENGAGEMENT:**

Expected Start Date: \_\_\_\_\_

Guaranteed Period of Employment/End Date (if applicable): \_\_\_\_\_

Employee: Initial applicable box:

☐ Employee
**Daily Employee****OR**
☐ Employee
**Weekly Employee**

Position: \_\_\_\_\_

Rate of Pay: \_\_\_\_\_ per Hour / Day (circle one)

**EMPLOYEE INFORMATION:** (to be completed by the Employee/dependent contractor)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

S.I.N.: \_\_\_\_\_

Email address.: \_\_\_\_\_

**Please check one:**
☐ Employee

☐ Dependent Contractor:

Company Name: \_\_\_\_\_

Incorporation #: \_\_\_\_\_

GST #: **R** \_\_\_\_\_**In the event of an emergency, please notify:**

Name	Relation	telephone number

**ASSIGNMENT OF PAYMENTS: Initial the applicable box:****IATSE MEMBER:**
☐

I authorize the Employer to deduct 2% from my Total Gross Earnings as working dues applicable to all IATSE members as per Article Eleven and Article Twelve of the Collective Agreement and to remit these monies to IATSE Local 856.

**PERMIT: (NON IATSE)**
☐

I authorize the Employer to deduct 7% from my Total Gross Earnings as permit fees applicable to all non-members per Article Eleven and Article Twelve of the Collective Agreement and to remit these monies to IATSE Local 856.

**SPECIAL PROVISIONS:** (to be completed by the Employee and Employer)**Guaranteed Hours / Other Provisions**

Guaranteed Hours: (if any) \_\_\_\_\_

Pre-Production: \_\_\_\_\_

Production: \_\_\_\_\_

Kit Rental: \_\_\_\_\_ Per Day / \_\_\_\_\_ Per Week

Cell Phone: \_\_\_\_\_

Other: \_\_\_\_\_

Screen Credit: \_\_\_\_\_

Vehicle: \_\_\_\_\_

Nothing contained in this Deal Memorandum shall provide for lesser rates, terms and conditions, nor otherwise violate the Collective Agreement entered into by IATSE Local 856 and the Employer. This contract is null and void, at the option of the Employee, if a Collective Agreement is not entered into between IATSE Local 856 and the Employer prior to the expected start date of the Employee. I have authorized, designated and chosen IATSE Local 856 to negotiate, bargain collectively, present and discuss grievances with my Employer, act as my representative and as my sole and exclusive Collective Bargaining agency, and do hereby confirm the same in all respects. I shall abide by the Constitution, By-laws, Decisions, Rules, Regulations, working rules and Collective Agreement of IATSE Local 856.

Agreed: \_\_\_\_\_

Employee/Dependent Contractor Signature Date

Employer Representative Signature

Date

Copies to: 1) IATSE Local 856 2) Employee 3) Employer



## SCHEDULE D – WORK PERMIT APPLICATION



### WORK PERMIT APPLICATION IATSE LOCAL 856

**ALL NON-MEMBERS MUST COMPLETE THIS FORM PRIOR TO COMMENCING  
WORK**

I hereby make application for a work permit from IATSE Local 856. In making this application, I hereby authorize, designate and chose IATSE Local 856 to negotiate, bargain collectively, present and discuss grievances with my employer, \_\_\_\_\_ (hereinafter referred to as the "Employer") and to act as my representative and as my sole and exclusive collective bargaining agent, and do hereby confirm the same in all respects.

I acknowledge and agree that there is a collective agreement in effect between IATSE Local 856 and the Employer (hereinafter referred to as the "IATSE Local 856 Collective Agreement") and that the work I shall be performing for the Employer, \_\_\_\_\_, is bargaining unit work covered by the IATSE Local 856 Collective Agreement. I hereby voluntarily accept and ratify the IATSE Local 856 Collective Agreement. I confirm that I shall abide by the Constitution, By-laws, Decisions, Rules, Regulations and working conditions of IATSE Local 856 as well as the IATSE Local 856 Collective Agreement while in the employ of the Employer.

I base my application on the following facts that I affirm to be true:

I \_\_\_\_\_ was born on \_\_\_\_\_  
name month/day/year

now reside at \_\_\_\_\_  
street address city province/state postal/zip code

Social Insurance / Social Security Number \_\_\_\_\_

Job Position/Classification \_\_\_\_\_

Name of Production \_\_\_\_\_

My Union affiliations are \_\_\_\_\_

**I agree to pay Working Dues to IATSE Local 856 in accordance  
with the Collective Agreement and Constitution:**

IATSE 856 to Complete

Working Dues %

Signature of Applicant: \_\_\_\_\_ Dated: \_\_\_\_\_

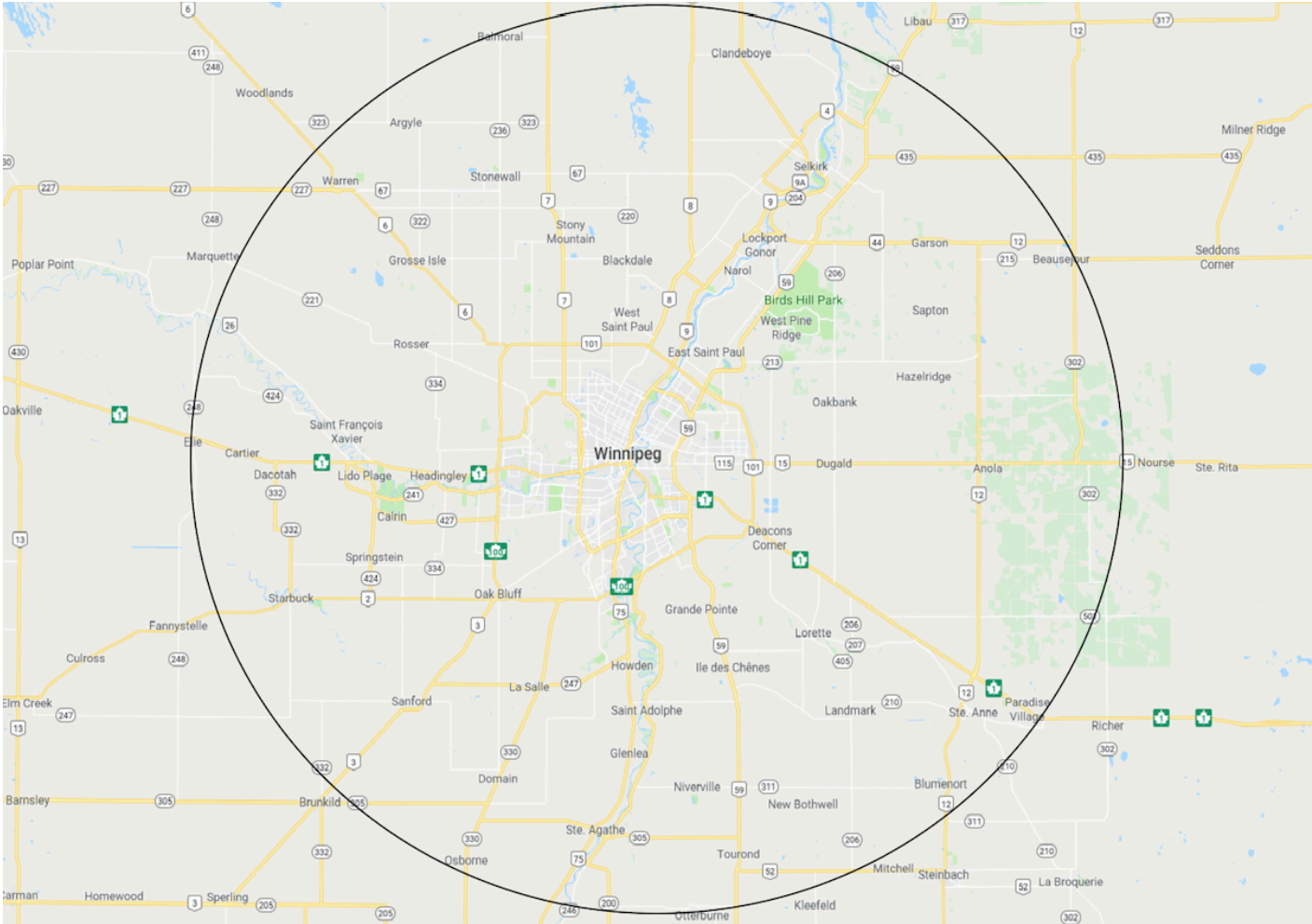
**THIS WORK PERMIT IS NOT VALID UNTIL ENDORSED BY IATSE LOCAL 856**

IATSE Local 856 hereby confirms that the above-named person is permitted to work in the following capacity:

On the production currently entitled: \_\_\_\_\_

Signature of IATSE Local 856 authorized agent: \_\_\_\_\_

SCHEDULE E – STUDIO ZONE



## SCHEDULE F – TIERS, FRINGES AND DEDUCTIONS

* BUDGET:						
TYPE OF PRODUCTION:	TIER 1	*TIER 2	*TIER 3	*TIER 4	*TIER 5	*TIER 6
Feature	Over \$15 Million	Over \$5 Million	Under \$5 Million	Under \$4 Million	Under \$3 Million	Under \$2 Million
MOW/Mini-Series (per episode)		Over \$5 Million	Under \$5 Million	Under \$4 Million	Under \$3 Million	Under \$2 Million
1 <sup>st</sup> & 2 <sup>nd</sup> Year Series - 1 Hour (per episode)			Over \$800,000	Under \$800,000	Under \$700,000	Under \$600,000
1 Hour Series (per episode)		Over \$800,000	Under \$800,000	Under \$700,000	Under \$600,000	Under \$400,000
1 <sup>st</sup> & 2 <sup>nd</sup> Year Series - 1/2 Hour (per episode)				Over \$500,000	Under \$500,000	Under \$400,000
1/2 Hour Series (per episode)		Over \$600,000	Under \$600,000	Under \$500,000	Under \$400,000	Under \$300,000
Pilot					Over \$2 Million	Under \$2 Million
<b>FRINGE RATES:</b>						
Vacation Pay	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Holiday Pay	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%
Health and Welfare	6.0%	5.0%	4.0%	4.0%	4.0%	3.0%
RSP	6.0%	5.0%	4.0%	3.0%	3.0%	3.0%
Administration Fee	3.75%	3.75%	3.75%	2.75%	2.75%	1.75%
Training Fund	.50%	.50%	.50%	.50%	.50%	.50%
	24.0%	22.0%	20.0%	18.0%	18.0%	16.0%
<p>* In order to qualify for rates and fringes other than those listed under Tier 1, the Employer must provide to the Union a budget** approved in writing by the guarantor</p> <p>** "Budget" means the cost of the premium for a completion bond and the contingency fund not to exceed ten percent (10%) of the budget shall not be included in the production costs.</p>						

### DEDUCTIONS:

#### Working Dues:

IATSE Local 856 Member  
IATSE Member (Permitted)  
Non-IATSE / Permittee  
IATSE Trainee

#### All Tiers:

2%  
2%  
7%  
Waived

#### All Tiers:

2%  
2%  
7%  
Waived

#### PAYABLE TO:

**IATSE Local 856 Member**  
Vacation Pay on Employee cheque  
Holiday Pay on Employee cheque  
Health and Welfare IATSE Local 856  
RSP IATSE Local 856  
Administration Fee + GST IATSE Local 856  
Working Dues/Permit Fees IATSE Local 856

#### IATSE Member (Permitted)

on Employee cheque  
on Employee cheque  
IATSE Local 856  
IATSE Local 856  
IATSE Local 856  
IATSE Local 856

#### Non-IATSE / Permittee

on Employee cheque  
on Employee cheque  
IATSE Local 856  
on Employee cheque  
IATSE Local 856  
IATSE Local 856

## **SCHEDULE G – UNION DISPATCH SERVICE**

The Union operates a dispatch system based on qualified members first. A member needs to let dispatch know that they are available to be on the dispatch list. Failure by a Member to add themselves to the Dispatch list does not exclude them from receiving a call for work.

### **HOURS OF OPERATION AND CONTACT INFORMATION**

- The Union Dispatch Service is available from 9:00 am to 17:00 pm Monday to Friday.
- Messages may be left after hours for the Dispatcher.
- A Minimum of 12 hour's notice is required on all Dispatch requests along with all relevant information.
- All Dispatch requests must go through the Dispatcher at: **204-953-1100 ext. 3**

### **Here is how it works:**

A Production may hire any member in accordance with the hiring procedures laid out in this Agreement. While Crewing is usually left up to the Heads of Department, a Production may also choose to go through the Union Dispatch System. If a Member or a Permit wishes to add themselves to the availability list, this can be done on the secure website within your member availability page on your profile or by phoning the union office @ 204-953-1100 and speaking to either the Receptionist or the Dispatcher to have your name and information added to the list.

**The following Union Dispatch Service provisions shall be adhered to for all Day Calls:**

### **DISPATCH PROVISIONS**

**For all day calls and dispatch requests the Production or Supervisor/Head of Department may:**

1. Call a Local 856 member directly, or
2. The Union Dispatch Service, if the Employer does not wish to contact members directly, but prefers to place such day calls through the Union Dispatch Service, or
3. The Union Dispatch Service, when the Membership list in accordance with the provisions set out in this agreement have been exhausted and a Permit or non-member must be dispatched.

**Permits or Non-members may not be contacted directly for daily calls.**

**The allowed time for individuals to respond to the call is as follows:**

Calls placed more than 72 hours in advance of the call: A member/permit has 6-12 hours, depending on call volumes to respond or they relinquish their right to the call.

Calls placed 24 to 72 hours in advance of the call time: A member/permit has 4 hours, depending on call volumes, to respond or they relinquish their right to the call.

Calls placed less than 24 hours in advance: The first available member/permit reached in person shall be offered the call.

It is essential for people to respond to the calls as quickly as possible whether or not they want the job. This frees up Dispatch to proceed down the membership list to fill the positions in a timely manner. In the event that there are no members to fill the position, the Dispatch person will proceed to the permit list. A Department Head may request any permit over another permit. If none are specified, the Dispatcher will call the permits in a rotational order, trying to make sure everyone gets a chance to work

**A Minimum of Twelve (12) hours-notice is required when placing a call through the Dispatch Service with all the relevant information such as call time and call location.**

#### **CALL CHANGE/CANCELLATION, MISC.**

- Once a Day Call has been filled, the Employer or Supervisor/ Head of Department shall assume responsibility for any call time change, call cancellation with due notice, and/or notification of location to report to work.

#### **LENGTH OF DAY CALLS**

- Calls may last for a **maximum of 3 (three) days**. The length (in days) of a day call must be stated in advance.
- A day call may be extended where the Union and the Employer agree such is necessary for continuity purposes.

#### **SCHEDULE H – GUIDELINES REGARDING EXTENDED WORK DAYS**

**Motion picture productions are budgeted for specific hours of production. There are cost deterrents, which encourage the production to be on budget and on time.**

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

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

1. Sleep deprivation, which may be caused by factors other than an extended work day, should be identified by the employee. The Canadian Automobile Association (CAA) cautions drivers as to the following danger signs:

- Eyes closing by themselves
- Difficulty in paying attention
- Frequent yawning
- Swerving in lane

CAA warns that drivers experiencing any of the 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 some caffeine for an extra boost.

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

#### **SCHEDULE I – PROVISIONS REGARDING MEALS AND GRACE PERIOD**

The following scenarios have been illustrated for the purpose of determining proper recording of time for meals for on-set crew as per Article Nine:

##### **Scenario #1 – 12-hour shoot day, everything is on schedule**

If General Crew Call is at 6:00 am . . .

- Pre-Call Meal is taken between 5:00 am and 7:00 am (1 hour before or after General Crew Call)
- First Meal is served by 12:00 noon (within 6 hours of General Crew Call)
- Return to work at 1:00 pm
- Second Meal is served at 7:00 pm (within 6 hours of preceding meal)

- Normally, wrap is called by this time (7:00 pm) and Grace is extended for ½ hour automatically. No meal penalty would apply unless crew worked past 7:30 pm without a 2<sup>nd</sup> meal, in which case meal penalty would be retroactive to the end of the 6<sup>th</sup> hour (7:00 pm).

## Scenario #2 – Grace Period

Using Scenario #1, work is in progress at 12:00 noon and the Director decides to continue working into the 1<sup>st</sup> meal period (scheduled for 12:00 noon, 6 hours past General Crew Call) . . . 12 minutes of Grace Period is extended without meal penalty.

If the work is completed and lunch begins at 12:12 pm:

- Time out for the 1<sup>st</sup> meal is marked on the time sheet as 12:12 pm
- No meal penalty is incurred
- One hour of lunch commences at 12:12 pm and ends at 1:12 pm

If the work is not completed and lunch begins after 12:12 pm:

- Time out for 1<sup>st</sup> meal is marked on the time sheet as the actual time lunch commences.
- Meal penalty is incurred retroactive to 12:00 noon @ \$2.50 per six-minute increment or any portion of the six-minute increment encroached.
- One hour of lunch period commences beginning with the time lunch actually begins and ends one hour later (payment of meal penalty does not reduce the meal period).

## Scenario #3 – Making Safe

Using Scenario #1, lunch is called at 12:00 noon . . .

If some Employees must make the work site safe, or secure equipment for safety or security reasons (“make safe”) before leaving for lunch:

- Employees must report to the 1<sup>st</sup> AD or appropriate Employer Representative prior to lunch being called and inform him/her that “make safe” time is necessary prior to commencing the lunch period, along with an estimate of how much time is needed. Employees must establish clear authorization from the Employer Representative to take additional time to make safe so that such can be recorded on the Daily Production Report, and authorization for payment of such can be verified.
- Once approval has been granted, only those authorized Employees may proceed with making safe, and shall record such time as it actually occurs.

Using this example, with lunch called at noon, the employees take 6 minutes to make safe, and report the exact time on their time sheets (12:06 pm) their lunch period commences. Because the time worked is after the 6<sup>th</sup> hour, it incurs meal penalty of \$2.50 each six-minute increment until lunch commences. Employees shall then commence lunch for one hour from when the work ended, and report back for work at the end of such hour (1:06 pm).

- Because this additional make safe time would mean that these employees are returning to work later than the remainder of the crew, the Employer may offer an early return to work for a buyout of meal penalty on the portion of the meal hour not taken, plus payment for such time at the prevailing rate.

For example, an employee completing “make safe” activities at 12:06 commences lunch hour, and is asked to return to work along with the remainder of the crew at 1:00 pm. Lunch hour would therefore be fifty-four (54) minutes, leaving 6 minutes of lunch period not taken, but paid at the prevailing hourly rate along with meal penalty for those 6 minutes.

## SCHEDULE J - SAFETY HAZARD REPORT FORM

A = IMMINENT DANGER WHICH REQUIRES IMMEDIATE CORRECTIVE ACTION

B = HAZARDOUS CONDITION OR ACTIVITY WHICH IS NOT IMMEDIATELY DANGEROUS BUT SHOULD BE ATTENDED TO AS SOON AS POSSIBLE

C = LOW HAZARD, GENERALLY DOES NOT INCLUDE MACHINERY WITH MOVING PARTS

PRODUCTION/COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

HAZARD CLASSIFICATION    A \_\_\_\_\_ B \_\_\_\_\_ C \_\_\_\_\_

DESCRIPTION OF HAZARD:

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LOCATION (BE SPECIFIC):

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ACTION NEEDED (NOTE IF INTERMEDIATE STEPS WERE TAKEN TO ALLEVIATE THE HAZARD):

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OTHER COMMENTS (CONTINUE ON BACK IF NECESSARY):

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CORRECTIVE ACTION (DESCRIBE WHO WILL CORRECT THE SITUATION, WHAT WILL BE DONE & WHEN):

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COMMENTS:

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\_\_\_\_\_  
Signature, Crew Representative/Steward

\_\_\_\_\_  
Signature, Production Manager

Be sure to submit this form to the Union and the  
Production Manager

HAZARD CORRECTED    Y \_\_\_\_\_ N \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

## **SCHEDULE K – WINTER TRAVEL**

When work takes place during winter months outside the City of Winnipeg Perimeter Highway, the employer and employees must be aware of the dangers of driving in adverse blizzard conditions

Any weather advisories or road closures issued by Environment Canada, Manitoba Highways, local police or RCMP must be followed by all crewmembers. Driving during dangerous highway conditions shall be considered dangerous work and employees may refuse that work with no penalty.

In situations where the highway conditions worsen too dangerous for the return at the end of the workday, all travel back to the Perimeter Highway must take place and be completed during daylight hours. If conditions are such that daylight travel is not possible, the employer shall provide overnight accommodation for the employees affected.

## **SCHEDULE L – WORKPLACE HEALTH AND TABLE “NUMBER OF TOILET FACILITIES AND WASHBASINS”**

Table		
# of Workers of the Gender	Minimum # of Toilets for that Gender	Minimum # of Washbasins for that Gender
1 - 10	1	1
11 - 25	2	2
26 - 50	3	3
51 - 75	4	4
76 - 100	5	5
Over 100	6, plus an additional one for each additional 30 workers	6, plus an additional one for each additional 30 workers



## APPENDIX 1

### RENEWAL OR REVISION OF THE COLLECTIVE AGREEMENT

- a. This Agreement shall become effective and operative from and including \_\_\_\_\_, 2022, and shall continue in force and effect thereafter from year to year unless terminated or renewed as hereinafter provided.
- b. Should either party to this Agreement desire to renew, revise or terminate this Agreement, then not less than sixty (60) days nor more than ninety (90) days prior to the expiry date of this Agreement such party shall give written notice to the other party of such intent.
- c. Following receipt of the written notice to renew or revise the Agreement, the parties will arrange to exchange particulars related thereto and be prepared to commence negotiations within thirty (30) calendar days of such exchange.
- d. Only those matters referred to in the said particulars shall be subject to negotiations unless otherwise mutually agreed upon.
- e. If negotiations in regard to the matters outlined in Article (d) shall fail, any dispute between the Union and the Employer remaining as regarding wages and working conditions as therein set forth shall be settled by reference to a three (3) person Arbitration Board, unless the parties agree to the use of a single arbitrator.
- f. The three (3) person Arbitration Board shall be made up of one (1) nominee chosen by the Union and one (1) nominee chosen by the Employer and with a Chairperson chosen by the two nominees.
- g. The selection of a nominee by each party to the arbitration shall be made within twenty (20) days after the written request for arbitration has been received and the other party to the arbitration shall be notified of such selection forthwith.
- h. If either party fails to appoint its nominee as herein provided, then the other party may request the appointment of a nominee pursuant to s. 114 of *The Labour Relations Act* of Manitoba. arbitrator.
- i. If the two (2) nominees appointed as herein provided shall fail within fourteen (14) days from the date of their last meeting, to agree upon a Chairperson the said two (2) nominees shall then forthwith request the appointment of a Chairperson pursuant to s. 114 of *The Labour Relations Act* of Manitoba. .
- j. Where the parties agree to a single arbitrator, he or she shall be selected by mutual consent. In the event the parties cannot agree on a single arbitrator within twenty (20) working days, the arbitration will revert to a three (3) person board.
- k. A board of arbitration or a single arbitrator appointed pursuant to this Article, shall meet and hear evidence from the Union and the Employer, and shall issue an award within ninety (90) calendar days after completion of hearing the evidence, unless the parties hereto agree to extend or abridge the time for issuance of the award. An award issued by a majority in the case of a board of arbitration, or by an arbitrator in the case where a single arbitrator is appointed, shall be deemed to be final and binding on all parties to the arbitration.
- l. A board of arbitration or a single arbitrator shall have the authority to determine whether any matter referred to it is arbitrable.

- m. The Employer and the Union agree that in the case of a board of arbitration, each will be responsible for the fees and expenses of their respective nominees and that each will bear an equal share of the fees and expenses of the Chairperson of the Board of Arbitration. In the case of an appointment of a single arbitrator, each will bear an equal share of the fees and expenses incurred.**
- n. Should any law now existing or hereafter enacted or any proclamation, regulation or edict invalidate any portion of this Agreement. The entire Agreement shall not be invalidated thereby and either party hereto may reopen negotiations on the invalidated portion by giving notice to the other party.**

2022 COLLECTIVE AGREEMENT EFFECTIVE APRIL 1/22 TO MARCH 31/23