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

COLLECTIVE AGREEMENT FOR
MOTION PICTURE & TELEVISION PRODUCTION

2026 Edition (April 1, 2026)

332 Bannatyne Avenue, Suite 500
Winnipeg, Manitoba R3A 0W5
P: (204) 953-1100
businessagent@iatse856.com
www.iatse856.com

Land Acknowledgement

We live, work, and play on the traditional lands and waters of Anishinaabe, Ininiwak, Anishininiwak, Dakota, and Dene peoples, and the National 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 acknowledge that our water is sourced from Shoal Lake 40 First Nation.
And we 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**

_____

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:

_____

hereinafter referred to as the

"PRODUCTION"

Table of Contents

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 4
1.07 Employer's Exclusive Rights 4
1.08 Employer's Rules and Regulations 4
1.09 Good Standing 4
1.10 Union/Crew Representatives 4
1.11 No Strike; No Lockout 5
1.12 Minimum Rates 5
1.13 Individual Agreements 5
1.14 Subcontracting/Contracting Out 5
1.15 Discrimination 5
1.16 Name Change or Address Change 5
1.17 Currency 6
1.18 Producer's Obligation 6
1.19 New Hire Reporting 6
ARTICLE TWO – PERFORMANCE BOND 6
2.01 Amount 6
2.02 Release 6
2.03 Deduction from Bond 6
ARTICLE THREE – CREWING 7
3.01 Departmental Crewing 7
3.02 Daily or Weekly Employee 7
3.03 Member Name Hire 8
3.04 Non-Member Name Hire (Weekly) 8
3.05 Non-Member Name Request (Daily) 8
3.06 Union Dispatch Service 8
ARTICLE FOUR – WORK PERMITS 8
4.01 Work Permit Application 8
4.02 Guaranteed Permits 8
4.03 Additional Work Permits 8
4.04 Counterpart Position 9
4.05 Local Hire Status 9
ARTICLE FIVE – HOURS OF WORK, WORK WEEK, CALL CHANGES AND CANCELLATIONS 10
5.01 Minimum Daily Call 10
5.02 Minimum Work Week/Work Unit 11
5.03 Work Week Shift 11

5.04 Work Performed in a Higher Classification 12
5.05 Stand-By Calls 12
5.06 Call Cancellation 12
5.07 Change of Call and Notification 13
5.08 Call-Time Notification 13
ARTICLE SIX – OVERTIME 13
6.01 Regular Work Day 13
6.02 Sixth Day 13
6.03 Seventh Day 14
ARTICLE SEVEN – TURNAROUND / REST PERIOD 14
7.01 Daily Turnaround (Regular Work Day) 14
7.02 Five-Day (Weekend) Turnaround 15
7.03 Sixth-Day Turnaround – Day Six Worked 15
7.04 Sixth-Day Turnaround – Day Seven Worked 15
7.05 Seventh-Day Turnaround – Day Seven Worked 15
7.06 Stat Holiday /Proclaimed Holiday Turnaround 16
ARTICLE EIGHT – PREMIUMS 16
8.01 Use of a Personal Vehicle 16
8.02 Operation of a Production Vehicle/or Equipment 16
8.03 Parking 16
8.04 Script Supervisors 17
8.05 First Aid Certificate Requirement 17
ARTICLE NINE – MEALS 17
9.01 Scheduling Meal Periods 18
9.02 Pre-Call Meal 18
9.03 Meal Periods 18
9.04 Reduced Meal Period/Early Return Buyout Option 18
9.05 Calculation of Meal Penalty 18
9.06 Grace Period 19
9.07 Meal Period Extensions 19
9.08 Limitation on Meal Breaks 19
9.09 Absence of Catering and Culinary Selection 19
9.10 Proper Meal 19
9.11 Meal Periods for Caterers 20
9.12 Meal Periods During Principle Photography for All Off-Set Crew, Transportation, and Security Dept 20
9.13 Unit Move Drivers 20
9.14 Shelter and Washroom Facilities 20
9.15 Craft Services 21
9.16 Environmental Awareness 21

ARTICLE TEN- SICK, BEREAVEMENT, AND INTERPERSONAL VIOLENCE LEAVE/ STATUTORY AND PROCLAIMED HOLIDAYS 21
10.01 Paid Sick Leave 21
10.02 Holidays 21

10.03 Payment for a Holiday Worked 22
10.04 Payment for an unworked Holiday 22
10.05 Holidays and the Guaranteed Period of Employment 22
10.06 Bereavement Leave 22
10.07 Interpersonal Violence Leave 22
ARTICLE ELEVEN – FRINGE RATES AND DEDUCTIONS 23
11.01 Gross Earnings 23
11.02 Total Gross Earnings 23
11.03 Fringes 23
11.04 Deductions 23
ARTICLE TWELVE – PAYMENT OF WAGES 24
12.01 Calculation of Time 24
12.02 Payroll Period 24
12.03 Medium of Wage Payment, Pay Day and Penalties 24
12.04 Reporting 25
12.05 Payroll Service 25
12.06 Termination Pay 25
12.07 Time Keeping 25
12.08 Deal Memorandum, Employee Lists, Daily Call Sheets, and Reports 25
12.09 Worker's Compensation Board Coverage 26
12.10 Proof of Declaration of Residency 26
ARTICLE THIRTEEN – STUDIO ZONE, TRAVEL AND ACCOMMODATION 26
13.01 Studio Zone 26
13.02 Distant Location 27
13.03 Accommodation While on Distant Location 27
13.04 Travel While on Distant Location 28
13.05 Per Diem Allowance 28
13.06 Unworked Sixth or Seventh Days, or Holidays on Distant Location 28
13.07 Travel Insurance 28
13.08 Weather Warnings 28
13.09 Winter Travel 29
ARTICLE FOURTEEN – LAY OFF, PROBATIONARY PERIOD, DISCHARGE, HIATUS, FORCE MAJEURE 29
14.01 Lay-Off Defined 29
14.02 Weekly Employees – Lay-Off, Notice and Severance Pay 29
14.03 Daily Employees – Notice of Lay-Off 29
14.04 Lay-Off – Determination of Employees Affected 30
14.05 Guaranteed Period of Employment 30
14.06 Discharge During the Probationary Period 30
14.07 Discharge After the Probationary Period 30
14.08 Progressive Discipline & Discharge Applicable to Weekly Employees 31
14.09 Force Majeure 31
14.10 Hiatus 31
ARTICLE FIFTEEN – SAFETY AND HEALTH 32
15.01 Preamble 32

15.02 Workplace Safety and Health 32
15.03 Prohibited Actions 33
15.04 Responsibility 33
15.05 Reporting 33
15.06 First Aid/Craft Services 33
15.07 Work Site Inspection 34
15.08 Communication 34
15.09 Menstrual Products 34
ARTICLE SIXTEEN – INDEMNIFICATION 35
16.01 Indemnification 35
16.02 Duration of Protection 35
16.03 Union Indemnification 35
ARTICLE SEVENTEEN – GRIEVANCE AND ARBITRATION 35
ARTICLE EIGHTEEN – SCREEN CREDITS 38
ARTICLE NINETEEN – TERMS AND AGREEMENT 39
19.01 Entirety 39
19.02 Term 39
SCHEDULE A – MINIMUM RATES 40
SCHEDULE B – DEAL MEMORANDUM AND WORK PERMIT 44
SCHEDULE C – TIERS, FRINGES AND DEDUCTIONS 45
SCHEDULE D – UNION DISPATCH SERVICE 46
SCHEDULE E – GUIDELINES REGARDING EXTENDED WORK DAYS 49
SCHEDULE F – PROVISIONS REGARDING MEALS AND GRACE PERIOD .. 50
SCHEDULE G – SAFETY GUIDELINES 52
SCHEDULE H – SAFETY HAZARD REPORT FORM 54
SCHEDULE I – WINTER TRAVEL 55
SCHEDULE J - MANITOBA WORKPLACE SAFETY AND HEALTH TABLE
"NUMBER OF TOILET FACILITIES AND WASHBASINS" 56
SCHEDULE K – APPROPRIATE FIRST AID FOR OCCUPATIONAL HAZARD 57
APPENDIX 1 58

LIST OF DOCUMENTATION REQUIRED DURING PREP

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

	Requirements:	**Location:**	**Due Date:**
1.	Signed Letter of Adherence	Page 2	Prior to Commencement of Pre-Production
2.	Performance Bond ($150,000)	ARTICLE TWO	50% Due upon Commencement of Pre-production and 50% upon commencement of principal photography
3.	Work Permit application forms for all Employees including Dependent Contractors and Sub-Contractors who are not members of Local 856	Article FOUR, Schedule C	Prior to hiring
4.	Deal Memorandum (Schedule C) and Individual Agreements for all Employees, Dependent Contractors and Sub-Contractors	Article TWELVE(12.08), 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 all Work sites and forwarded to the Union office, and attached to all Deal Memorandums	ARTICLE ONE(1.08)	Prior to hiring, and upon revision
6.	Crew list of all Employees, Dependent Contractors and Sub-Contractors with Classifications, prep and production schedules, daily call sheet and daily production report	ARTICLE TWELVE	As soon as available and upon revision

Back to ToC

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 when 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_____

_____ _____
Business agent on behalf of the Union On behalf of the Employer

_____
President on behalf of the Union

Back to ToC

APPENDIX ‘A’ TO THE LETTER OF ADHERENCE

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 positions set out in Schedule A, or performing any of the functions or similar functions of any of the positions set out in Schedule A. 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 of said properties, wardrobe or equipment as it applies to their area of duties and the Employer 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 of Department 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

Back to ToC

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 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 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 their

Back to ToC

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 a 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.

1.12 Minimum Rates: The minimum rates set out in Schedule A are basic minimum hourly 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 the 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 beliefs, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity, 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 amount 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 Employer's and not the payroll company.

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 monies 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 monies that the arbitrator determines are owed to Employee and/or the Union.

Back to ToC

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, as outlined by the department qualification form, crew from within the department and the position, before moving on to the rest of the department and the Union's membership roster.

(a) No member may be employed as Head of Department and/or in a supervisory position on more than one production at the same time, unless the member obtains written permission from the Employers and the local's Business Agent. Any violation of this article shall be subject to immediate dismissal from the production at the Employer's discretion.

(b) 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, and 5.

(c) Order of hire will be followed unless otherwise stated in this agreement.

(d) Security Coordinator can perform the duties of a Security Watchperson on Tier 6 only. On Tiers 1,2,3,4, and 5, Security Coordinator cannot perform the duties of a Security Watchperson except to provide relief for lunchbreaks, or in the case of an 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.

(f) Security Coordinator and Security Captain to be hired as weekly until department is wrapped.

(g) On all productions, when there is a full time second camera team, or when a second camera is scheduled for more than fifty (50) percent of a schedule, minimum staffing for the production Sound Department shall consist of a Mixer, a Boom Operator, and a Utility Sound Technician (UST).

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 Article 5.02(c) 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. Unit Movers will not be subject to weekly employment.

Back to ToC

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, for which they are qualified as outlined by the department qualification form.

3.04 Non-Member Name Hire (Weekly): After satisfying the terms laid out in Article Four (4), non-members may be name-hired for weekly positions.

3.05 Non-Member Name Request (Daily): After satisfying the terms set out in Article 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 D, shall be adhered to when hiring any permittees 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 endorsement from the Union.

(b) The completed work permit request 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 letter of good standing, including RRSP certificate number.

(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 approves the work permit request and the Employer has obtained an endorsed Deal Memorandum (Schedule B), which includes an assignment of payments for the purposes of remitting "permit fees" or "working dues" to the Union. The Employer will assume responsibility for remitting such required payments to the Union.

(e) Permits granted under this section will be required to meet the terms laid out in the Counterpart Position (Article 4.04) of this agreement

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 (Article 4.03). The

Employer will be required to meet the terms laid out in the Counterpart Position (Article 4.04) for these Guaranteed Permits.

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, and the terms laid out in Article 3.01 have been met, then the Employer and the 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. If the Employer hires outside of the membership, they will be subject to the conditions laid out in the Counterpart Position (Article 4.04).

(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 Article 4.03 are in addition to and separate from permits granted under Article 4.02.

(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 permit an individual in accordance with Articles 4.01, 4.02, and 4.03, the Employer must hire a member of the local in a counterpart position (if available). A counterpart position may 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 (13). An Employee with an address outside of the Studio Zone may negotiate individually for better terms relation to travel, per diem, accommodations, etc.

Back to ToC

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 weekly Employee, 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 ½ 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:

I. Production meetings;
II. Screening of rushes;
III. Screen tests;
IV. Pre-light and pre-rig/de-light and de-rig;
V. Pick-up shots, inserts and re-shoots where work is performed by a second unit;
VI. Location scouting;
VII. Greens pre-placement for locations with restricted access and greens maintenance;
VIII. Catering and Craft Services shopping, cleaning and stocking;
IX. Daily Extras Casting Crew;
X. Daily Picture Vehicles Assistants and Picture Vehicle Drivers;
XI. Daily Set Dec Crew and Set Dressers;
XII. Daily Special Effects with approval of the Department Head (or Key);
XIII. Daily Stitcher;
XIV. Daily Draper/Upholsterer.
XV. Daily Setwire Department calls.

(f) An Employee called to work for any Unit Move shall be paid for six (6) hours (or ¾ 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.

Back to ToC

(g) Weekly crew working on set shall commence their day no later than general crew call unless otherwise agreed upon by the Department Head (or Key) and the 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.

5.02 Minimum Work Week/Work Unit:

(a) A “work unit” is a first, second or splinter unit, or an 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 Article 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. The sixth (6^{th}) and seventh (7^{th}) days shall be days of rest.

(d) An Employee who works a partial work week, including a work week shortened by a statutory holiday, shall be eligible for premium pay and turnaround rest period for work performed on the sixth (6^{th}) and/or seventh (7^{th}) 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 when agreed upon by the Employer and the 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:

i. 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 (6^{th}) day of the regular work week is a day off and provided that the sixth (6^{th}) day turnaround rest period of thirty-six (36) hours applies to the day off (day 6);

ii. By two days, by making the preceding work week a pro-rated four (4) day work week, giving the fifth (5^{th}) day off, and making the sixth (6^{th})

Back to ToC

day the first (1st) day of the shifted work week, provided that the sixth (6th) day turnaround rest period of thirty-six (36) hours applies to the day off (day 5).

(c) The Union and the affected Employees shall be given seven (7) calendar days' notice of such a work week shift.

(d) A work week shift may not be used to avoid premium pay on a statutory holiday.

(e) Any employee working on the one (1) day off during a work week shift should be compensated at seventh (7th) day rates.

5.04 Work Performed in a Higher Classification:

(a) If at the direction of the Employer, and Employee works for two (2) or more hours in a classification higher than the classification under which the Employee was called for work, the higher rate shall prevail for the entire workday. The Employee will revert to their regular classification and rate of pay on the following day, unless notified by the Employer 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 said 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) If an Employee leaves the workplace of their own accord for personal reasons, including illness, the Employee will only be paid for actual hours worked.

(e) If an Employee is unable to complete a shift because of an incapacitation injury sustained during the course of work, the injured Employee shall be paid

Back to ToC

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.

5.08 Call-Time Notification: The Employer must provide a call time and location to all Employees with a minimum notification time of daily turnaround. Failure to do so, will result in the affected Employees being in turnaround until the minimum amount of turnaround hours have passed.

ARTICLE SIX – OVERTIME

The "Guidelines Regarding Extended Work Days" set out in Schedule E 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 Article 5.02:

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

(b) Eight (8) to Twelve (12) 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^{th}) hour.

(c) Twelve (12) to Fifteen (15) 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^{th}) hour.

(d) Time in Excess of Fifteen (15) 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 (6^{th}) day worked in the work week as defined in Article 5.02:

(a) First Eight (8) 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 (8) to Twelve (12) 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^{th}) hour.

Back to ToC

(c) Time in Excess of Twelve (12) 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 (7^{th}) day worked in the work week as defined in Article 5.02:

(a) First Eight (8) 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 (8) 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 an Employee's straight time contracted hourly rate.

(b) After sixteen (16) hours worked in any workday, 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 Location", as defined in Article 13.01, 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 5.02.

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.

(c) Unit Movers will require six (6) hours of rest between calls and can do more than one (1) call for the same production on the same day.

Back to ToC

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 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-six (36) 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 (6^{th}) day worked occurs on the seventh (7^{th}) day of the work week, there shall be a continuous thirty-six (36) hour rest period between the end of the shift on the fifth (5^{th}) day, and the commencement of the shift on the seventh (7^{th}) 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 (6^{th}) day on the seventh (7^{th}) 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 (7) day work week.

(b) If such rest period is encroached, the Employee shall be paid for the encroached time at rate equal to two (2) times the rate the Employee was receiving at the end of the preceding shift.

Back to ToC

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 8 – PREMIUMS

8.01 Use of 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 the Agreement.

(b) The Employee is required to have the correct insurance for their vehicle, and upon request must provide a copy of it to the Employer.

(c) Employees agreeing to use of their vehicle for production use will be paid a minimum of:

I. CRA rate per kilometre,
II. 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 twenty dollars ($20.00) 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 (1) ton shall be paid a premium of thirty-five dollars ($35.00) per day. The Power Management Technician shall be excluded from this premium if the Power Management Technician is required by the equipment provider to drive such vehicle. A designated operator of a fork lift, or operators of lifts such as condor, scissor, aerial lifts or telehandlers, are to receive a premium of fifty dollars ($50.00) per day.

8.03 Parking: Whenever the Employer does not provide transportation, the Employees shall be provided secure or supervised parking within a reasonable distance from the work site and at no cost to the Employees. If such parking area is not provided, the Employer will reimburse each Employee for parking fees and the call sheet will provide directions to available parking lots in the area. Parking reimbursements will be either paid from “petty cash” or claimed on Employee’s time sheets as a non-taxable expense, with parking receipts

attached, if applicable. The Employer is not required to pay for personal vehicle costs if instead they provide crew/equipment shuttles from a free parking area to the work site and back at the end of the workday. However, all transportation time on shuttles will be considered as part of the Employee's workday whether inside or outside the zone.

8.04 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.

8.05 First Aid Certificate Requirement:

(a) Regulation MR 217/2006 under the Manitoba Workplace Safety and Health Act requires a First Aider that holds the valid qualifications for either "basic", "intermediate", or "advanced" to be present at the work site. Whether the First Aider must be qualified as "basic", "intermediate", or "advanced" depends on the amount of travel time to a hospital and the number of workers per shift. The qualified First Aider shall be determined by the date of hire. If there is not a Medic or First Aid/Craft Service Employee assigned to a work site that requires a First Aider with the requisite qualification, an Employee who accepts responsibility as a First Aider and who possesses equal to or greater than the level required at the work site will be paid the following premium:

i. If the work site requires "basic" qualifications - $1.00/hour;
ii. If the work site requires "intermediate" qualifications - $1.50/hour;
iii. If the work site requires "advanced" qualifications - $2.00/hour.

(b) Only the First Aider designated by the Employer shall receive the additional amount set forth above. The position of First Aider 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 F are part of this Agreement and shall be made available to all Employees.

Back to ToC

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 Article 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 though 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 (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. Notwithstanding, meal periods shall end no less than thirty (30) minutes after the last crew member has been served. The entire meal period shall be freed of all work activity.

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 two and a half dollars ($2.50) for each 1/10th hour (6 minute) increment or any portion thereof. Notwithstanding, meal periods shall end no less than thirty (30) minutes after the last crew member has been served. The entire meal period shall be freed of all work activity.

9.05 Calculation of Meal Penalty: If an Employee is unable to commence a meal period by the end of the sixth (6th) 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;

Back to ToC

(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 Article 9.01, is delayed beyond the sixth (6) 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) 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 (1/2) 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: When a production breeches nine (9) hours without a meal break, from “Employee’s call time” or return from lunch, a punishment of 3x meal penalty will be paid retro-active to the six (6) hour mark.

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, vegan and gluten free meal. It is understood and agreed that snacks (i.e. soft drinks, hot dogs, pizza, etc.) do not constitute a proper meal.

Back to ToC

9.11 Meal Periods for Caterers: Caterers shall be responsible for scheduling their own meal periods at six (6) hour intervals and shall not incur meal penalties.

9.12 Meal Periods During Principal Photography for ALL OFF-SET Crew, Transportation and Security Department: All Off-Set Crew, Transportation Crew, and Security 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. It is agreed that the Employer will provide all non-shooting crew with a one-half (1/2) hour paid through lunch/rest period, when no meal is provided. Crew shall be given a meal allowance of twenty-five dollars ($25.00) for the Transportation and all Off-Set crew Departments, and thirty-five dollars ($35.00) for the Security Department when off-set, for the relevant pre-call meal, first meal period, and an additional twenty-five dollars ($25.00) for 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 a meal is not practical.

(a) An additional meal allowance of twenty-five dollars ($25.00) for the Transportation Department and Picture vehicles if lunch is not available at six (6) hours, due to forced meal penalty of the shooting crew.

(b) 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.

9.13 Unit Move Drivers: Unit Move Drivers will be paid meal penalty as per Article 9.05 if working greater than six (6) hours without a meal break.

9.14 Shelter and Washroom Facilities:

(a) Shelter: The Employer will provide suitable shelter in a designated area with tables and chairs for crew to consume 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 and Regulations (see table in Schedule J) 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 or hand sanitizer stations within immediate proximity to the washrooms.

Back to ToC

9.15 Craft Services: All Employees will be provided with hot beverages, cold water, juice and other non-intoxication beverages along with healthy snack food and other food provisions (including vegan, vegetarian and gluten free options), in consultation between the Employer and Head of Craft Service and the Department Heads. The Employer will supply food and drink at no cost to the Employees. If such service is not provided, a coffee break of twenty (20) minutes in duration will be taken every two and a half (2.5) hours. If craft service is not provided per Article 9.15, the non-shooting crew will receive one (1) twenty (20) minute coffee break each two and a half (2.5) hour work period, or be provided Five Dollars ($5.00) per day, per employee, on their next paycheque for craft service supplies. Employees will be responsible for scheduling their own meal and coffee breaks in consultation between the coordinator, supervisor, and crew.

9.16 Environmental Awareness: The Employer shall use its best efforts to supply environmentally compatible containers to serve any and all beverage and food.

ARTICLE TEN – SICK, BEREAVEMENT, AND INTERPERSONAL VIOLENCE LEAVE/STATUTORY AND PROCLAIMED HOLIDAYS

10.01 Paid Sick Leave: All weekly Employees are entitled to paid sick leave as follows:

(a) Calculation of paid sick leave:

Total # of days of Principal Photography	Total # of Paid Sick Days
Less than 40	1
41-60	2
61-80	3
81-100	4
100+	5

(b) A day of sick leave pay shall be equal to eight (8) hours at the Employee's straight time hourly rate.

(c) There shall be no discrimination or retaliation against any Employee for exercising the right to use paid sick leave.

10.02 Holidays: The following days shall be recognized as Statutory Holidays, and must be observed as such: New Year's Day, Louis Riel Day, Good Friday, Victoria Day, July 1, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, and Christmas Day. The following days shall be recognized as Proclaimed Holidays (not Statutory Holidays): August Civic Holiday, Remembrance Day, and Boxing Day. The days of Christmas Eve, and New Years's Eve shall not be considered holidays. However, any Employee working

Back to ToC

after four o'clock p.m. (4:00p.m.) on either day shall be paid three (3) times the Employee's straight time contracted hourly rate thereafter.

10.03 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 (6th) day worked in the work week (Article 6.02). If a Holiday falls on a Sixth (6th) day worked, the rate of pay shall be the same as that of a seventh (7th) day worked (Article 6.03). If a Holiday falls on a Seventh (7th) day worked then the rate of pay shall be triple (3x) time for the entire day worked.

10.04 Payment for an Unworked Holiday: Payment for an unworked Holiday shall be compensated pursuant to Article eleven (11) 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 their weekly rate or guarantee reduced by one-fifth (1/5) for each unworked holiday that falls within the Employee's guaranteed work week.

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

10.06 Bereavement Leave: Weekly Employees will be granted a minimum of three days Bereavement leave immediately following the death of a family member, (i.e. Employee's spouse; Employee's parents or Employee's in-laws; Employee's child(ren) and Employee's stepchild(ren); Employee's grandchild(ren); Employee's siblings; Employee's grandparents; Employee's spouse's grandparents, and any relative of the Employee who resides permanently with the Employee or with whom the Employee permanently resides.

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

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

10.07 Interpersonal Violence Leave: All Employees are entitled to up to five (5) days of paid leave and up to five (5) days of additional leave to seek medical attention, counselling, or other social or psychological services, or legal advice, or to seek new housing if they or an eligible person has experienced domestic or sexual violence. A Union Representative may communicate the need for leave to the Employer at the request of the Employee. The right to this leave is available to all eligible Employees regardless of how long they have been employed.

Back to ToC

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 C of the 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.

(c) Trainees are exempt from paying working dues.

Back to ToC

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 direct deposit. Paystubs shall accompany cheques. In the case of direct deposits, Employer agrees to assist Employees with access to electronic records.

(b) Payday for crew will be no later than Friday at noon in the office, and lunch onset, regardless of the work week. 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) In the event of a late payment by the Employer, the Union and Employees shall be notified immediately. 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 12.01 p.m. and will be compounded daily until the Employer has confirmed transmission of the following week's payroll to the Business Agent. The penalty can be added to the next paycheque for wages or paid by separate cheque.

(d) Article 12.03 (c) shall not apply in the following circumstances:

i. Where the Employer has filed with the Union a bona fide dispute relating to the monies payable;
ii. Where normal methods of payment are interrupted; or
iii. Where the Employee has not submitted their 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.

Back to ToC

12.04 Reporting:

(a) The Employer will include in the copy of the time report attached to the Employee's paycheque 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 Employee's original timesheet will be provided within twenty-four (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 paycheque 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 record 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.

The Employer will cooperate by providing the Union with relevant payroll information if questions arise as to accurate payment of wages. Neither the Employer, nor their representatives, will alter an Employee's time sheet without a prior explanation to the Employee.

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 B), prior to commencement of employment. The Employer shall immediately

supply the Employee with a copy of the same, and within three (3) days, supply the Union with a copy of the same.

i. The Employer must provide the Employee with a paper copy of the Employer's Deal Memorandum (Schedule B) upon request.

ii. In the case of digital Deal Memorandums, the Employer shall 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 pre-production schedule, production schedule, daily call sheet and a daily production report as soon as available, and upon revision.

(d) All requests for paperwork shall be submitted to the Union within twenty-four (24) hours of request, unless otherwise discussed with the Union.

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.

12.10 Proof of Declaration of Residency: On or before the first day of employment, Employees will supply to the Employer reasonable residency information sufficient to ensure that the Employer receives all federal and provincial production tax credits. Such information shall be kept confidential and held in compliance with all applicable privacy legislation except to the extent necessary to obtain the production tax credits.

Should the Employer inform an Employee and the Union that the Employee has failed to furnish appropriate residency information, the Employee shall have two (2) business days within which to provide the required information to the Employer. Should the Employee fail to do so within that time period, the Employer may replace that Employee.

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 Building.

Back to ToC

(b) Nearby Locations: For work sites outside of the Studio Zone where Employees will not be required to be lodged overnight:

i. 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 at the prevailing rate.

ii. 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 (8) for kilometres driven from the nearest Studio Zone limit to the work site and back to the nearest Studio Zone limit.

iii. 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 the workday.

iv. 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).

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

13.03 Accommodation while on Distant Location: Employees required to remain overnight on a Distant Location will be provided with single occupancy equal to the Canadian Automobile Association (CAA) quality standards when reasonably available by the Employer. In cases where there is lack of proper accommodations the Employer will give serious consideration to transporting individuals to nearby locations that do have proper accommodations, within a thirty (30) minute drive. The Employee shall receive all necessary lodging

expenses plus per diem and approved transport expenses to, from, and while on the job.

13.04 Travel while on Distant Location: Portal to Portal – While an Employee is staying in accommodations provided by the Employer outside of the Studio Zone, time spent traveling to and from the work site from such accommodations shall be compensated as follows;

i. No compensation for the first twelve (12) minutes (.2 hours) each way;
ii. At the prevailing rate of pay for the remainder of time spent travelling in the same work day;
iii. 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.

13.05 Per Diem Allowance: On distant locations within Canada or the US where an Employee is required to be housed overnight, the Employee shall be paid weekly, in advance, a per diem allowance of no less than seventy-five dollars ($75.00) per day. However, if lunch is provided at the expense of the Employer, lunch may be deducted from the per diem allowance in the following manner – seventeen fifty ($17.50). There are no partial per diems and lunch is the only meal deductible. The foregoing dollar amounts will be payable in U.S. dollars when in the United States.

13.06 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.

13.07 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.

13.08 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

Back to ToC

example, the Employer shall make available to the Employees suitable clothing and gear to cope with such conditions.

13.09 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 danger 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 Employees. 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 that daylight travel is not possible, the Employer shall provide overnight accommodation for the Employees affected.

ARTICLE FOURTEEN – LAY OFF, PROBATIONARY PERIOD, DISCHARGE, HIATUS, AND 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 a 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 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 weeks' 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 Article 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, (any Employee who has worked two full work weeks as defined in Article 5.02), 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 B "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 five (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:

i. The Employer has discharged the Employee for just cause;
ii. 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:

i. The Employer has discharged the Employee for just cause;

Back to ToC

ii. 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:

i. The Employer has discharged the Employee for just cause;
ii. 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:

i. An Employee previously discharged for just cause under this section;
ii. An Employee who fails to report to work ("no show");
iii. An Employee who quits.

14.08 Progressive Discipline and 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 their 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.

Back to ToC

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 one 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 to raise concerns with the Union and to request copies of policies in its possession, the Union is not the Employer for the purposes of this Agreement and its regulations.

(a) It is agreed and understood that the Employer is obligated to provide to the Union and to every one 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 the Employer's responsibility to ensure that these policies are posted in a high traffic location at every workplace. (i.e. a safety board in the lunchroom of the production office, off-set locations and at the craft service table on-set).

(b) Each production, regardless of the amount of production days, must strike a Health and Safety Committee with Employees of said production. The first meeting must take place a minimum of one week before principal photography, and said committee must consist of no fewer than four persons, of which at least half must be IATSE 856 members.

Back to ToC

(c) It is the responsibility of the Employer and/or their designate to ensure that the First Assistant Director, in consultation with the Employer, holds a safety meeting at the beginning of each day.

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 place of employment;

(b) Interfere with the use of any method or process adopted for the protection of any Employee, including themselves, in such employment or places of employment.

15.04 Responsibility: Rigid observance of safety regulations must be adhered to and willful 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 situations, 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 themselves, or their fellow Employees.

15.05 Reporting: The Employer shall immediately inform the Union when a workplace accident has resulted in an Employee being injured. The Employer shall send to the Union, upon occurrence, a copy of any accident and incident reports, along with any documentation to or from the Worker's Compensation Board 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:

i. The number of people accessing First Aid/Craft Services;
ii. The number of Extras;
iii. Any large stunts or special effects;
iv. The placement of the Craft Services Truck and station in relation to the work site;
v. The First Aid certificate requirements.

(b) First Aid/Craft Service crew required for crew size: (see Schedule K).

Back to ToC

(c) The Employer may wish to employ a Medic for certain of the above situations. Such medic will not displace the First Aid/Craft Service Key or Technician. Medic as per Manitoba Workplace Safety and 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 communication (walkies) for the purposes of First Aid.

(e) The First Aid/Craft Services shall be stationed no more than five (5) minutes by foot of the shooting set to ensure immediate response to First Aid calls. If the First Aid/Craft Services station is more than five (5) minutes away by foot, then an additional First Responder must be stationed on the shooting set.

(f) The First Aid/Craft Services and First Responder shall be equipped with the appropriate First Aid Kit including an Automated External Defibrillator (AED).

(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-calls and wrap of all cable, lighting, grip and scaffolding equipment. Specialty Departments may prep and wrap on their own, provided an Employee who possesses the appropriate First Aid 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 Employers 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, production 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 Collective Agreement.

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, the Employer must either supply a cell phone, or pay five dollars ($5.00) per day as a cell phone rental.

15.09 Menstrual Products: The Employer will ensure menstrual products are made available to Employees in all workplace washrooms at no cost to Employees.

Back to ToC

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 their employment for the Employer that results 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 willful 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 Article 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 Article 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 their 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.

Back to ToC

(b) All complaints, disagreements or disputes between the Employer and the Union or the Employees covered by this Agreement, which concerns 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, the Union and the Employer will first try to resolve that dispute through discussion. If the 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 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 reasonable 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.

iv. Should a resolution not be reached within fourteen (14) 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 Section 114 of The Labour Relations Act.

v. 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 an arbitrator shall be deemed to be final and binding on all parties to the arbitration.

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

vii. 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.

viii. 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.

ix. 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.

x. 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 representative(s) shall not enter into discussions concerning the grievance with the aggrieved Employee without prior consent of the Union.

Back to ToC

ARTICLE EIGHTEEN – SCREEN CREDITS

(a) The Employer recognizes and agrees that 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 the 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

Back to ToC

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", "J", and "K", 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 in 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_____

Back to ToC

SCHEDULE A – Minimum Rates

Rates Listed as Negotiable shall be no less than the Classification listed immediately below

Rates for April 1, 2026 to March 31, 2027

CATEGORY	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5	TIER 6
ANIMAL WRANGLING						
Animal Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Trainer/ Handler/ Wrangler/Assistant Head Wrangler/ Trainer	38.80	37.25	35.76	34.32	32.95	31.63
Wrangler (Large animal)	37.09	35.60	34.17	32.82	31.49	30.22
Handler (Small animal)	35.80	34.38	33.00	31.68	30.44	29.21
ART						
Production Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Art Director - *Daily flat rate ($ per day)*	850.33	812.02	776.16	681.06	653.82	Negotiable
Set Designer/ Graphic Designer/ Illustrator Story Board Artist	45.84	43.21	41.46	39.80	38.20	36.68
Assistant Art Director	41.95	40.71	37.75	35.32	33.90	32.48
Art Department Coordinator /Assistant Graphic Designer	40.08	37.33	35.85	34.40	33.04	31.70
Draftsperson	40.09	37.34	35.84	34.40	33.03	31.70
Clearances	37.55	36.25	34.94	33.69	32.37	31.40
Art Department Assistant	33.60	32.30	31.01	29.74	28.54	27.44
Art Department Crew	24.73	23.95	22.70	22.01	21.45	20.31
CATERING						
Head Chef	45.51	42.90	41.16	39.51	37.93	36.41
Sous Chef	39.79	37.06	35.57	34.16	32.79	31.46
Assistant Chef/ Caterer	36.66	34.74	33.33	32.00	30.71	29.52
CONSTRUCTION						
Construction Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Construction Foreperson/ Head Carpenter	45.51	42.90	41.16	39.51	37.93	36.41
Lead Metal Fabricator	43.49	41.74	40.08	38.48	36.94	35.47
Lead/ Assistant Head/ On Set Carpenter/Welder	41.63	39.96	38.37	36.81	35.34	33.93
Scenic Carpenter/ Sculptor	40.70	39.08	37.53	36.02	34.57	33.21
Scenic Metal Fabricator/ Construction Department Assistant	38.89	37.33	35.85	34.40	33.04	31.70
Carpenter	36.18	34.74	33.33	32.00	30.71	29.52
Metal Fabrication Assistant	33.46	32.14	30.86	29.61	28.42	27.30
Carpenter's Assistant	32.55	31.29	30.03	28.81	27.64	26.58
Labourer	28.33	27.21	26.12	25.07	24.04	23.08
CONTINUITY						
Script Supervisor	45.51	42.90	41.16	39.51	37.93	36.41

Back to ToC

CATEGORY	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5	TIER 6
COSTUME						
Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Costume Designer/ Supervisor/ Set Supervisor	45.51	42.92	41.16	39.51	37.93	36.41
Key Breakdown Artist/ Personal Dresser/Background Costume Coordinator/ Truck Supervisor/ Cutter/ Buyer/Costume Illustrator/ Costume Expense Tracker	43.34	40.87	39.20	37.63	36.12	34.67
Breakdown Artist/ Dyer/ Stitcher	40.50	38.88	37.31	35.82	34.40	33.03
Costume Assistant	38.77	37.23	35.74	34.30	32.92	31.62
DIVER/ UNDERWATER TECHNICIANS						
Diver/ Underwater Coordinator	45.51	42.90	41.16	39.51	37.93	36.41
Diver/ Underwater Assistant	37.92	36.40	34.94	33.55	32.21	30.91
BACKGROUND CASTING						
Background Casting Director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Background Casting Assistant	38.60	37.06	35.57	34.16	32.79	31.46
Background Casting Crew	22.75	21.80	20.93	20.13	19.68	19.35
FIRST AID/CRAFT SERVICE						
Key First Aid/Craft Service	45.51	42.90	41.16	39.51	37.93	36.41
1st Assistant First Aid/Craft Service	39.79	37.06	35.57	34.16	32.79	31.46
2nd Assistant First Aid/Craft Service	36.66	34.74	33.33	32.00	30.71	29.52
Craft Service Shopper Crew	22.75	21.80	20.93	20.13	19.69	19.35
MEDIC	45.51	42.90	41.16	39.51	37.93	36.40
GREENS						
Head Greens Person	45.51	42.90	41.16	39.51	37.93	36.41
Lead Greens	40.40	38.79	37.26	35.76	34.32	32.97
Greens Best	39.79	37.06	35.57	34.16	32.79	31.46
On-Set Greens Person	38.89	37.33	35.85	34.40	33.04	31.70
Green Assistant	36.18	34.74	33.33	32.00	30.71	29.52
Green Crew	32.55	31.29	30.03	28.81	27.64	26.58
GRIPS						
Key Grip	45.51	42.90	41.16	39.51	37.93	36.41
Crane Operator Tech / Camera Car Operator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
A Dolly Grip/ Camera Car Assistant	44.33	40.82	39.18	37.61	36.12	34.68
Key Rigging Grip	43.29	40.63	39.00	37.45	35.95	34.51
Grip Best	41.71	40.09	38.56	37.06	35.62	34.27
Rigging Grip Best	40.49	38.88	37.34	35.85	34.40	33.05
B Dolly Grip	40.31	38.30	36.76	35.32	33.90	32.53
Lead Grip	38.39	36.48	35.01	33.63	32.28	30.98
Grip Crew/ Rigging Grip	36.66	34.74	33.33	32.00	30.71	29.52

Back to ToC

CATEGORY	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5	TIER 6
HAIR						
Department Head	45.51	43.00	41.16	39.51	37.93	36.41
Key Hairstylist/ Key Wigs	39.79	37.06	35.57	34.16	32.79	31.46
1st Assistant Hairstylist/Wigs Assistant	38.89	36.47	34.75	33.37	32.04	30.73
2nd Assistant Hairstylist	36.66	34.74	33.33	32.00	30.71	29.52
LIGHTING						
Gaffer/ Lighting Designer/ Director	45.51	42.90	41.16	39.51	37.93	36.41
Key Rigging Gaffer	43.17	40.54	38.90	37.36	35.86	34.42
Lighting Best	41.71	40.09	38.56	37.06	35.62	34.27
Rigger Gaffer Best/ Console Operator/ Lighting Board Operator/ Power Management Technician/ Balloon Tech	40.49	38.88	37.34	35.85	34.40	33.05
Lead Lighting	38.39	36.48	35.01	33.63	32.28	30.98
Lighting Crew/ Rigger	36.66	34.74	33.33	32.00	30.71	29.52
MAKEUP						
Department Head/ Special Effects Makeup Artist	45.51	42.90	41.16	39.51	37.93	36.41
Key Makeup Artist	39.79	37.06	35.57	34.16	32.79	31.46
2nd Assistant Makeup Artist	36.66	34.74	33.33	32.00	30.71	29.52

PAINT						
Key Scenic Artist	45.51	42.90	41.16	39.51	37.93	36.41
Paint Foreperson	42.76	41.05	39.36	37.81	36.31	34.86
On Set Painter/ Scenic Artist/ Scenic Painter	40.70	39.08	37.53	36.02	34.57	33.21
Sign Painter/ Plasterer	38.89	37.33	35.85	34.40	33.04	31.70
Painter	36.18	34.74	33.33	32.00	30.71	29.52
Painter's Assistant	32.44	31.09	29.84	28.63	27.49	26.45
PICTURE VEHICLES						
Picture Vehicles Coordinator	45.51	42.90	41.16	39.51	37.93	36.41
Picture Vehicles Assistant	40.40	38.79	37.26	35.76	34.32	32.97
Driver	32.55	31.29	30.03	28.81	27.64	26.58
Special Equipment Driver	33.84	32.58	31.32	30.09	28.93	27.87
PROPS						
Property Master/ Firearms Safety Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Property Master/ Props Builder	45.51	42.90	41.16	39.51	37.93	36.41
Key Onset Props/ Props Buyer/ Props Department Coordinator	42.52	40.82	39.18	37.61	36.12	34.68
Props Truck Crew/ Weapons Handler	40.71	39.08	37.53	36.01	34.57	33.21
Props Crew/ Assistant Props Builder	38.90	37.34	35.84	34.40	33.03	31.70
SECURITY						
Security Coordinator	45.51	42.90	41.16	39.51	37.93	36.41
Security Captain	32.31	31.03	29.80	28.60	27.44	26.38
Security Crew/ Watchperson	29.13	28.00	26.82	25.78	24.75	23.79

CATEGORY	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5	TIER 6
SET DECORATING						
Set Decorator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Set Decorator/ Lead Dresser	41.94	40.27	38.68	37.13	35.62	34.22
On Set Dresser/ Set Buyer/ Gang Boss	40.37	38.75	37.21	35.71	34.30	32.91
Draper/ Upholsterer/ Set Dec Coordinator	38.50	36.96	35.47	34.07	32.69	31.37
Set Dresser/ Assistant On-Set Dresser	37.55	36.06	34.60	33.22	31.88	30.65
Set Decorating Crew	33.79	32.48	31.18	29.90	28.69	27.59
SETWIRE						
Set Wire Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Set Wire Technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Set Wire Apprentice	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
SOUND						
Production Sound Mixer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Boom Operator	45.51	42.90	41.16	39.51	37.93	36.41
Playback Operator/ 2nd Boom Operator	40.70	39.08	37.53	36.02	34.57	33.21
Utility Sound Technician	36.18	34.74	33.33	32.00	30.71	29.52
SPECIAL EFFECTS						
Special Effects Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Special Effects Rigger	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
SPFX Foreperson	44.13	40.63	39.00	37.45	35.95	34.51
SPFX Lead Fabricator	43.49	41.74	40.08	38.48	36.94	35.47
Special Effects Technician	41.80	39.08	37.53	36.02	34.57	33.21
Assistant Special Effects Technician	36.66	34.74	33.33	32.00	30.71	29.52
TRANSPORTATION						
Transport Coordinator	45.51	42.90	41.16	39.51	37.93	36.41
Driver Captain/Process Car Driver	40.40	38.79	37.26	35.76	34.32	32.97
Head Driver	35.80	34.14	32.65	N/A	N/A	N/A
Process Car Assistant	35.80	N/A	N/A	N/A	N/A	N/A
Honeywagon Driver/Mechanic/ Cast Driver	34.38	33.00	31.66	30.44	29.19	28.01
Unit Move Driver Class 1	34.74	33.47	32.21	30.99	29.82	28.76
Maintenance/ Crew Driver	32.55	31.29	30.03	28.81	27.64	26.58
Unit Move Driver	32.19	30.99	29.80	28.77	27.64	26.62
IATSE TRAINEE	22.75	21.80	20.94	20.13	19.69	19.35

Back to ToC

SCHEDULE B – DEAL MEMORANDUM & WORK PERMIT

IATSE LOCAL 856
500-332 BANNATYNE AVENUE
WINNIPEG, MANITOBA R3A 0W5
(204)953-1100 PHONE - (204)953-1109 FAX

PRODUCTION/EMPLOYER INFORMATION

PRODUCTION NAME:_____

PRODUCTION COMPANY NAME:_____

EXPECTED START DATE:_____

GUARANTEED PERIOD OF EMPLOYMENT / END DATE (if applicable):

_____

EMPLOYEE INFORMATION:

TO BE COMPLETED BY THE EMPLOYEE OR DEPENDENT CONTRACTOR

INITIAL APPLICABLE BOX: ☐ DAILY EMPLOYEE **OR** ☐ WEEKLY EMPLOYEE

Position: _____

Rate of Pay: _____ per Hour / Day (check one)

Please check one: ☐ Employee ☐ Dependent Contractor

NAME: _____

ADDRESS: _____

_____

PHONE: _____

S.I.N.: _____

EMAIL ADDRESS: _____

Company Name:_____

Incorporation #: _____

GST #: R_____

EMERGENCY CONTACT INFO: NAME: **RELATION:** **PHONE #:**

ASSIGNMENT OF PAYMENTS: INITIAL THE APPLICABLE BOX:

IATSE 856 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.

***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.

My Union affiliations are_____

***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.

My Union/Guild affiliations are_____

*Both IATSE MEMBER and PERMIT categories require approval and signature from IATSE Local 856.

Signature of IATSE Local 856 authorized agent: _____

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 (adminassistant@iatse856.com) 2) Employee 3) Employer

SCHEDULE C – TIERS, FRINGES AND DEDUCTIONS

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

TYPE OF PRODUCTION:	* BUDGET: 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	$1 Million
MOW/Mini-Series (Per Episode)		Over $5 Million	Under $5 Million	Under $4 Million	Under $3 Million	Under $2 Million
½ Hour Season 1 Dropdown (Per Episode)		Over $1 Million	Over $800,000	Under $800,000	Under $600,000	Under $400,000
½ Hour (Per Episode)	**Over $1 Million**	Under $1 Million	Over $800,000	Under $800,000	Under $600,000	Under $400,000
1 Hour Season 1 dropdown (Per Episode)		Over $3 Million	Over $1 Million	Under $1 Million	Under $900,000	Under $500,000
1 Hour (Per Episode).	Over $3 Million	Over $1 Million	Under $1 Million	Under $900,000	Under $700,000	Under $500,000
Pilot			Over $3 Million	Under $3 Million	Over $2 Million	Under $2 Million
FRINGE RATES:						
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%	3.75%	2.75%	2.75%
Training Fund	.50%	.50%	.50%	.50%	.50%	.50%
	24.0%	22.0%	20.0%	19.0%	18.0%	17.0%

* 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

** "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.

DEDUCTIONS:

Working Dues:	**All Tiers:**	**All Tiers:**
IATSE Local 856 Member	2%	2%
IATSE Member (Permitted)	2%	2%
Non-IATSE / Permittee	7%	7%
IATSE Trainee	Waived	Waived

PAYABLE TO:	**IATSE Local 856 Member**	**IATSE Member (Permitted)**	**Non-IATSE / Permittee** on
Vacation Pay	on Employee cheque or EFT	on Employee cheque or EFT	Employee cheque or EFT on
Holiday Pay	on Employee cheque or EFT	on Employee cheque or EFT	Employee cheque or ~~EFT~~
Health and Welfare	IATSE Local 856	IATSE Local 856	IATSE Local 856
RSP	IATSE Local 856	IATSE Local 856	on Employee cheque or EFT
Administration Fee + GST	IATSE Local 856	IATSE Local 856	IATSE Local 856
Working Dues/Permit Fees	IATSE Local 856	IATSE Local 856	IATSE Local 856

Back to ToC

SCHEDULE D

UNION DISPATCH SERVICE - DAILY HIRE (3-day call max)

The Union operates a dispatch service based on qualified members first. Members and permittees need to register weekly (Friday by Noon) for day call through the Portal in order to place bids on calls. Failure by a member/permittee to register for day call could exclude them from being dispatched for work.

HOURS OF OPERATION AND CONTACT INFORMATION

The Union dispatch service is available from 09:00 to 17:00, Monday to Friday for assistance.

- Messages may be left after hours for the dispatcher.
- A minimum of twelve (12) hours notice is required on all dispatch requests, along with all relevant information.
- All daily dispatch requests must go through the portal

How it works:

How to Log in and Register for Day Call
1. Go to www.iatse856.com.
2. Click on the menu link and select “Member Login”, then enter your username and password.

If you do not have your username/password please reach out to the Dispatcher.

Registering for Day Call
Once you are logged in, go to the My Profile tab and select My Availability (if using a smartphone, use the arrow symbol to expand the selection).

In My Availability, you need to ensure you select “Register for the Day Call List for the upcoming week”. Hit save to complete.

The Day Call preference box is to enter your department preference/days available.

**You will need to register for Day Call every week, by noon on Friday for the following week.

Back to ToC

How to place a Call

Once you are logged in, go to the Crewing tab and scroll down to select “Create Call”. Enter all the Call details, including any skills that are required. If you do not see a skill on the list, please enter it in the notes. All fields are mandatory and must be filled out before you hit submit.

All calls go to the Dispatcher for review before they are posted on the Job Board. If you wish to make any changes, or cancel a call **you must let the Dispatcher know** as soon as possible.

Bidding on a Call

Once you are logged in, go to the Crewing tab and select Dispatch. Scroll down to the “Book in Information – Main Board”. You will see jobs you are qualified to bid on and jobs you are not qualified to bid on. For opportunities you can bid on, click on “Place Bid”.

If you require more information about the Call there is a “more info” link on the far-right side, which will show you the details of the call.

Once you have placed your bid, it goes to the Dispatcher for review. Once dispatch has reviewed your bid, you will be notified by email. **NOTE: if you do not get an email confirmation from the dispatch system you are NOT to report to the call!**

It is essential for people to respond to job bids in a timely manner. In the event there are no members to fill the call, Dispatch will proceed to the permittees who have placed bids on the call.

Bids by Members are dispatched on a first in, first out basis.

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

- Dispatch calls placed more than seventy-two (72) hours in advance of the call time: A member has twelve (12) hours to bid on a call, or relinquish their right to the call.
- Dispatch calls placed twenty-four to seventy-two (24-72) hours in advance of the call time: A member has six (6) hours to bid on a call, or relinquish their right to the call.
- Calls placed twelve to twenty-four (12-24) hours in advance of the call time: The first available member/permittee reached in person shall be offered the call.
- Calls placed under twelve (12) hours: You cannot access the dispatch service, must refer to the Crew Finder, availability list or day call list, found

Back to ToC

on the portal. **It is REQUIRED to report any permittee hires along with due diligence to dispatch once your call is filled.**

CALL CHANGE

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

LENGTH OF DAY CALLS

- Calls may last for a maximum of three (3) 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.

Back to ToC

SCHEDULE E – 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:
   i) Eyes closing by themselves
   ii) Difficulty in paying attention
   iii) Frequent yawning
   iv) Swerving in lane

2. 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.

3. 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.

4. When the Production Company anticipates an extended work day, the employees should be encouraged to car pool.

5. When an extended work day is necessary, appropriate beverages and easily metabolized foods should be available.

Back to ToC

SCHEDULE F – 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 2nd meal, in which case meal penalty would be retroactive to the end of the 6th 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 1st 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 1st 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 1st 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 1st 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

Back to ToC

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 6th 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.

Back to ToC

SCHEDULE G – SAFETY GUIDELINES

Workplace health and safety is the responsibility of the Employer as per the Manitoba Workplace Safety and Health Act and Regulations. Employees may refuse to perform work that they consider to be unsafe. The Employer must review and address all safety concerns arising from employees being asked or required to work alone. At minimum, it is mandatory to hire an IATSE 856 Advanced First Aid Attendant or Emergency Medical Responder (EMR) as Key First Aid for the First Aid/Craft Service Department, provided there are more than 10 workers. The Key will be employed for the duration of production period, providing appropriate coverage during the prep period including attendance with appropriate input at all production/safety meetings, and any appropriate coverage during the wrap period of the project, in order to determine, and coordinate, all aspects of hiring the required appropriate medical practitioners.

Rules and Regulations

1. The employer will meet, at minimum, the requirements of the Manitoba Workplace Safety and Health Act and Regulations. The employer will supply the required medical staff and medical equipment to meet, or exceed, the minimum requirements listed in the Manitoba Workplace Safety and Health Act and Regulation Code (regulation 217/2006 section 5.12(1)). All advanced first aid providers must hold a valid advanced first aid certificate from an authorized Manitoba Workplace Safety and Health approved first aid training agency.
2. In addition to complying with Workplace Safety and Health Act, Regulations and Code, The employer must engage Emergency Medical Responder (EMR) when hazardous working conditions, specific to motion picture worksites, are present. These specific working conditions will be identified by The employer and The Union/Advanced First Aid Attendant/Emergency Medical Responder (EMR). These hazardous working conditions can include, but are not limited to: large cast and crew days, stunt work, special effects involving pyrotechnics, difficult terrain limitations and severe weather conditions. If a location is determined to be 30 minutes or more from a hospital, then a paramedic must be present on the worksite for the entire workday.
3. Reporting: The Employer shall immediately inform the Union when a workplace accident has resulted in an Employee being injured. The Employer shall send the Union, upon occurrence, a copy of any accident or incident reports along with any documentation to, or from, WCB involving the accident or incident.
4. The Advanced First Aid Attendant/Emergency Medical Responder (EMR) shall be equipped with the appropriate kit including an Automatic Defibrillator Device (AED). An Automatic Defibrillator Device (AED) is mandatory at every worksite.

Back to ToC

Unsafe Working Conditions

- An Employee shall not be required to work in conditions that are in violation of the Manitoba Workplace Safety and Health Act, Regulations and Code and any amendments thereto, or any enactments subsequently legislated in Manitoba. Employees exercising their right to refuse unsafe work under such legislation will be protected in accordance with the applicable provision.

- No person shall dismiss or take any other disciplinary action against an employee by reason of that employee acting in compliance with the Act, the regulations, the adopted code or an order given under the Act or the regulation.

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

- All Mobile Aerial Platform Operators must have current Fall Arrest and Elevated Aerial Work Platform training certificates.

- The employer will supply washrooms at all worksites as per Manitoba Workplace Safety and Health standards (regulation 217/2006 section 4.7).

- The Employer will take necessary steps to ensure menstruation products are available to employees in all workplace washrooms at no cost to employees. All menstruation products will be stored in a clean and safe environment to prevent potential contamination.

Inclement Weather and Electrical Equipment Guidelines

- When using elevated work platforms, wind speed should be monitored with an anemometer. The platform must be lowered, or operated from ground level, when wind speeds at platform height exceed 40 km/hour or the manufacturer’s limit.

- If lightning strikes within or approaches a 16km radius of any Aerial Platform, then all platforms on the worksite should be evacuated. Only after thirty (30) minutes without any subsequent lighting strikes within this radius, or an appropriate indication on the lighting detector, can employees be placed on the platform once again.

Back to ToC

SCHEDULE H – SAFETY HAZARD REPORT FORM

A = IMMINENT DANGER WHICH REQUIRES IMMEDIATE CORRECTIVE ACTION
B = HAZARDOUS CONDITION OR ACTIVITY WHICH IS NOT IMMINENTLY 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:
_____

_____

_____

LOCATION (BE SPECIFIC):
_____

_____

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

_____

_____

OTHER COMMENTS (CONTINUE ON BACK IF NECESSARY):
_____

_____

_____

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

_____

_____

COMMENTS:
_____

_____

_____ _____

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: _____

Back to ToC

SCHEDULE I – 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.

Back to ToC

SCHEDULE J – MANITOBA WORKPLACE SAFETY AND HEALTH TABLE "NUMBER OF TOILET FACILITIES AND WASHBASINS"

Subject to the provisions of the Manitoba Building Code, and employer must ensure that a workplace has the number of toilets and washbasins in separate facilities for each gender as provided in the following table:

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

Back to ToC

SCHEDULE K – APPROPRIATE FIRST AID FOR OCCUPATIONAL HAZARD

TABLE 1		
	Close Workplace	
Number of workers per shift	Low hazard work	Other work
1-10	—	—
11-40	1 Basic	1 Intermediate
41-100	1 Basic	2 Intermediate
101-199	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
1-10	—	1 Basic
11-40	1 Basic	1 Intermediate
41-100	1 Basic	2 Advanced
101-199	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
1-10	1 Basic	1 Intermediate
11-40	1 Basic	1 Advanced
41-100	2 Basic	2 Advanced
101-199	2 Basic	3 Advanced
200 or more	3 Basic	4 Advanced

Back to ToC

APPENDIX 1 – RENEWAL AND REVISION OF THE COLLECTIVE AGREEMENT/INTEREST ARBITRATION

This Agreement shall become effective and operative from and including April 1, 2026, and shall continue in force and effect thereafter from year to year unless terminated or renewed as hereinafter provided.

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.

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.

Only those matters referred to in the said particulars shall be subject to negotiations unless otherwise mutually agreed upon.

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.

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.

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.

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.

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.

Where the parties agree to a single arbitrator, they 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.

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.

Back to ToC

A board of arbitration or a single arbitrator shall have the authority to determine whether any matter referred to it is arbitrable.

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.

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.

Back to ToC