

# Collective Agreement



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**CFTPA**

*Representing television, film  
and interactive production in Canada*

**ACPFT**

*Porte-parole de l'industrie de la production  
cinématographique, télévisuelle et interactive au Canada*

**January 1, 2008 to December 31, 2010**

Ratified January 27, 2008

# COLLECTIVE AGREEMENT

Between:

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(hereinafter called the "Producer") only for the production entitled:

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Having its head office within the Province of British Columbia at:

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And:

**ACFC WEST – THE ASSOCIATION OF CANADIAN  
FILM CRAFTSPEOPLE, LOCAL 2020  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA**

3993 Henning Drive, Suite 108  
Burnaby, British Columbia  
Canada V5C 6P7

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(Hereinafter called "ACFC West, Local  
2020 CEP" or the "Union")

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**PREAMBLE**

This Agreement is made and entered into in the Province of British Columbia as of the first (1<sup>st</sup>) day of January, 2008, by and between ACFC West, Local 2020 CEP (hereinafter called "ACFC" or the "Union") representing its individual members (hereinafter collectively called the "Technicians" or individually the "Technician"), and the BC Producers' Branch of the Canadian Film and Television Production Association (hereinafter called the "Association") on behalf of its individual member companies who become signatory hereto, and those individuals, persons, partnerships, firms or corporations who from time-to-time accept the terms of this Agreement by becoming signatory hereto (hereinafter collectively called the "Producers" or individually the "Producer").

Each Producer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Producer or any dispute between the Union and a Producer respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations and duties between the Union and each other Producer who is party to this Agreement.

WHEREAS, the Producer is engaged in the production of feature and/or television motion pictures, and

WHEREAS, the Union has in membership competent, skilled and qualified Technicians possessing the skills and abilities required to perform the work incidental to the effective accomplishment of such production, and

WHEREAS, the Producer and the Union desire to mutually encourage close co-operation between the Producer and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement, and

WHEREAS, the Producer and the Union agree and acknowledge that it is in their mutual interest to establish and stabilize wages, hours and working conditions for the Technicians employed or engaged on productions by the Producer, and further, to develop and promote a prosperous and productive BC Film Industry and to further the smooth and pleasant production of films in British Columbia.

**Agreement**

NOW, THEREFORE the Producer and the Union in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

## ARTICLE 1 - INTERPRETATION AND DEFINITIONS

### 1.01 Good Faith

The Producer and the Union agree to abide by the terms of this Agreement and to interpret and administer this Agreement in good faith and in a spirit of friendly co-operation.

### 1.02 Definitions

Unless otherwise specifically defined in this Agreement, the terms used shall be given common meaning in the motion picture industry:

**"ACFC" or "Union"** means ACFC West-The Association of Canadian Film Craftspeople, Local 2020 of the Communications, Energy and Paperworkers Union of Canada ("CEP");

**"Association"** means the BC Producers' Branch of the Canadian Film and Television Production Association ("CFTPA");

**"Producer"** means the Producer signatory to this Agreement or its authorized agent;

**"Basic Hourly / Weekly Rate"** means the greater of the hourly or weekly rates set out in a Technician's Deal Memorandum and scale rates set out in "Schedule 1" of this Agreement for the type of work the Technician is hired to do;

**"Deal Memorandum"** means the contract entered into between the Producer and a Technician or a Technician's personal management corporation or firm through which the Technician agrees directly or indirectly to provide his or her work or services for the Producer on the production;

**"Wages"** means the remuneration the Producer pays a Technician, a Technician's personal services corporation or registered firm for work or services provided;

**"Gross Wages"** means the remuneration (inclusive of minimum scale and over-scale wages, overtime, meal, and turnaround premiums) the Producer pays a Technician, or a Technician's personal management corporation or registered firm, for work or services provided before any applicable tax withholdings, but does not include fringe benefits such as vacation pay, health and welfare levy, Retirement Plan contributions and monies paid by the Producer for expenses such as per diem allowances or travel expenses as agreed;

**"Production"** means principal photography, pre-production, post production, retakes or any additional photography;

**"Technician"** means anyone engaged by the Producer (either directly or through a contract entered into between the Producer and a person's personal management corporation or company) to provide work or services for the Producer on the production in any of the following capacities set out in "Schedule 1";

**"Retainer"** means any monies advanced to a Technician other than wages;

**"Film"** means any means of recording picture images and sound either by chemical or electronic methods or by any method now known or yet to be devised.

**SCHEDULE 1****ACFC West, Local 2020 CEP / Standard Producer Agreement**

2008

Department	<i>All rates in CDN\$</i>	Low Budget Features & Slow Season	Television & Features from \$3.6-\$6 Million	Features Over \$6 Million
		2008	2008	2008
<b>1 ACCOUNTS</b>				
Assistant Accountants		24.50	25.50	26.00
Account Clerks		19.00	20.00	20.50
<b>2 ART DEPARTMENT</b>				
Production Designer/Art Director		**Negotiable	**Negotiable	**Negotiable
1st Assistant Art Director		21.50	22.50	23.00
Draftsperson/Graphics		21.50	22.50	23.00
Art Department Co-ordinator		21.50	22.50	23.00
Art Department Assistant		19.00	20.00	20.50
<b>3 CONSTRUCTION</b>				
Construction Co-ordinator		**Negotiable	**Negotiable	**Negotiable
Head Carpenter		26.00	27.00	27.50
Lead Carpenter/Sculptor		24.50	25.50	26.00
Carpenter/Buyer		23.50	24.50	25.00
Assistant Carpenter		19.00	20.00	20.50
Labourer		15.50	16.50	17.00
<b>4 CONTINUITY</b>				
Script Supervisor		24.50	25.50	26.00
<b>5 COSTUME</b>				
Costume Designer		**Negotiable	**Negotiable	**Negotiable
Assistant Costume Designer		24.50	25.50	26.00
Wardrobe Supervisor		24.50	25.50	26.00
Wardrobe Assistant/Buyer/Cutter		21.50	22.50	23.00
Costumer/Seamstress/Stitcher/Sewer		19.00	20.00	20.50
<b>6 CRAFT SERVICES</b>				
Craft Services/First Aid		24.50	25.50	26.00
Craft Services/First Aid Assistant		20.50	21.50	22.00
First Aid Assistant		19.00	20.00	20.50
Craft Service Assistant		15.50	16.50	17.00
<b>7 EDITING</b>				
Editor		24.50	25.50	26.00
1st Assistant Editor		21.50	22.50	23.00
2nd Assistant Editor		19.00	20.00	20.50
<b>8 *Electric</b>				
Gaffer		24.50	25.50	26.00
Genny Operator		21.50	22.50	23.00
Best Boy/Rigging		21.50	22.50	23.00
Lamp Operator		19.00	20.00	20.50
<b>9 GREENS</b>				
Head Greensman		24.50	25.50	26.00
Lead Greensman/Best Boy		21.50	22.50	23.00
Greensman		19.00	20.00	20.50
<b>10 GRIP</b>				
Key Grip		24.50	25.50	26.00
Dolly Grip		23.00	24.00	24.50
Best Boy/Rigging		21.50	22.50	23.00
Grip		19.00	20.00	20.50
<b>11 HAIRDRESSER</b>				
Hair Stylist		24.50	25.50	26.00
Assistant Hairdresser		21.50	22.50	23.00
2nd Assistant Hairdresser		19.00	20.00	20.50

**\*\*Negotiable Rates listed in this schedule will in no way be less than \$2.00 per hour more than the position listed below such negotiable rate (excluding "All Others").**

**SCHEDULE 1****ACFC West, Local 2020 CEP / Standard Producer Agreement  
2008**

<b>Department</b>	<i>All rates in CDN\$</i>	<b>Low Budget Features &amp; Slow Season 2008</b>	<b>Television &amp; Features from \$3.6-\$6 Million 2008</b>	<b>Features Over \$6 Million 2008</b>
<b>13 MAKE-UP</b>				
Make-up Artist		24.50	25.50	26.00
Assistant Make-up		21.50	22.50	23.00
2nd Assistant Make-up		19.00	20.00	20.50
<b>13 PRODUCTION OFFICE</b>				
Production Co-ordinator		24.50	25.50	26.00
Assistant Co-ordinator		21.50	22.50	23.00
2nd Assistant Co-ordinator		19.00	20.00	20.50
<b>14 PROPS</b>				
Property Master		24.50	25.50	26.00
Lead Props Person		23.00	24.00	24.50
Props Buyer		21.50	22.50	23.00
Props Person		19.00	20.00	20.50
<b>15 PROP BUILDING</b>				
Prop Maker Foreman		**Negotiable	**Negotiable	**Negotiable
Assistant Foreman		24.50	25.50	26.00
Modeler/Sculptor		21.50	22.50	23.00
Journeyman		19.00	20.00	20.50
<b>16 SCENIC ART</b>				
Key Scenic Artist		25.50	26.50	27.00
Head Scenic Artist/Lead Hand		24.50	25.50	26.00
Scenic Artist/Plasterer/Sign Writer		23.50	24.50	25.00
Painter		20.00	21.00	21.50
Labourer		15.50	16.50	17.00
<b>17 SECURITY</b>				
Co-ordinator		21.50	22.50	23.00
Captain		19.00	20.00	20.50
Security		15.50	16.50	17.00
<b>18 SET DECORATOR</b>				
Set Decorator		24.50	25.50	26.00
Assistant Set Decorator		23.00	24.00	24.50
Set Dec Buyer		22.50	23.50	24.00
On Set Dresser		21.50	22.50	23.00
Lead Dresser		21.50	22.50	23.00
Set Dresser		19.00	20.00	20.50
Assistant Set Dresser		16.25	17.25	17.75
<b>19 SOUND</b>				
Sound Mixer/Recordist		**Negotiable	**Negotiable	**Negotiable
Boom Operator		24.50	25.50	26.00
Cable Puller		19.00	20.00	20.50
<b>20 SPECIAL EFFECTS</b>				
Special Effects		24.50	25.50	26.00
1st Assistant Special Effects		21.50	22.50	23.00
Special Effects Technician		19.00	20.00	20.50
<b>21 TRANSPORTATION</b>				
Transportation Co-ordinator		**Negotiable	**Negotiable	**Negotiable
Captain		23.00	24.75	25.25
Special Equipment Driver/Co-Captain		21.50	22.50	23.00
Driver		19.00	20.00	20.50
<b>22 ALL OTHERS</b>				
Including: Publicist; Animal Co-ordinator, Animal Wrangler and Assistant Animal Wrangler; Chef and Assistant Chef/Caterer; and Marine Co-ordinator and Boat Wrangler		**Negotiable	**Negotiable	**Negotiable

**\*\*Negotiable Rates listed in this schedule will in no way be less than \$2.00 per hour more than the position listed below such negotiable rate (excluding "All Others").**



**SCHEDULE 1****ACFC West, Local 2020 CEP/ Standard Producer Agreement  
2008**

	<b>Hours Worked</b>	<b>Rate</b>
<b>Day 1 through 5:</b>	0 - 8 Hours	1X Basic Rate
	9, 10, 11, 12	1.5X Basic Rate
	13, 14, 15	2X Basic Rate
	16 plus	3X Basic Rate
<b>Sixth Day Worked:</b>	0 - 8 Hours	1.5X Basic Rate
	9 - 15 (Incl.)	2X Basic Rate
	16 plus	3X Basic Rate
<b>Seventh Day or Holiday Worked:</b>	0 - 8 Hours	2X Basic Rate
	9 Plus	3X Basic Rate
<b>Meal Premium:</b>	\$5.00 per quarter hour.	
<b>Turnaround Premium:</b>	Two times (2X) the prevailing hourly rate.	
<b>Overtime &amp; Premiums:</b>	Shall be calculated in one-tenth (1/10 <sup>th</sup> ) of an hour increments.	
<b>Fringes:</b>	Vacation Pay	4%
	Retirement Plan	2%
	Producers Levy	2% or 2.5%
	Health & Welfare	4.5%

**\*ELECTRIC**

Any individual working within the Electrics department who is required under the Electrical Safety Code of British Columbia to hold:

- a) a Journeyman Electrical Worker Qualification or a Full Entertainment Ticket, shall receive an additional Two Dollars (\$2.00) per hour, as part of their hourly rate, for the time their ticket is required.
- b) a Limited Entertainment Ticket, shall receive an additional One Dollar (\$1.00) per hour, as part of their hourly rate, for the time their ticket is required.

\*These payments are required up to the staffing requirements mandated by the Electrical Safety Code of British Columbia.

**First Aid:**

Persons with first aid qualifications other than First Aid/Craft Service Technicians, who are utilized for their first aid ticket to meet the criteria applicable under the Workers Compensation Act of British Columbia, shall receive, for the time their ticket is required, a minimum of Fifty Cents (50¢) per hour in addition to their scale or negotiated rate.

Note: If required to perform their first aid duties during their lunch break, the First Aid Attendant will be paid accordingly.

**SCHEDULE 1****ACFC West, Local 2020 CEP / Standard Producer Agreement  
2009**

Department	<i>All rates in CDNS\$</i>	Low Budget Features & Slow Season	Television & Features from \$3.6-\$6 Million	Features Over \$6 Million
		2009	2009	2009
<b>1 ACCOUNTS</b>				
Assistant Accountants		25.00	26.00	26.50
Account Clerks		19.50	20.50	21.00
<b>2 ART DEPARTMENT</b>				
Production Designer/Art Director		**Negotiable	**Negotiable	**Negotiable
1st Assistant Art Director		22.00	23.00	23.50
Draftsperson/Graphics		22.00	23.00	23.50
Art Department Co-ordinator		22.00	23.00	23.50
Art Department Assistant		19.50	20.50	21.00
<b>3 CONSTRUCTION</b>				
Construction Co-ordinator		**Negotiable	**Negotiable	**Negotiable
Head Carpenter		26.50	27.50	28.00
Lead Carpenter/Sculptor		25.00	26.00	26.50
Carpenter/Buyer		24.00	25.00	25.50
Assistant Carpenter		19.50	20.50	21.00
Labourer		16.00	17.00	17.50
<b>4 CONTINUITY</b>				
Script Supervisor		25.00	26.00	26.50
<b>5 COSTUME</b>				
Costume Designer		**Negotiable	**Negotiable	**Negotiable
Assistant Costume Designer		25.00	26.00	26.50
Wardrobe Supervisor		25.00	26.00	26.50
Wardrobe Assistant/Buyer/Cutter		22.00	23.00	23.50
Costumer/Seamstress/Stitcher/Sewer		19.50	20.50	21.00
<b>6 CRAFT SERVICES</b>				
Craft Services/First Aid		25.00	26.00	26.50
Craft Services/First Aid Assistant		21.00	22.00	22.50
First Aid Assistant		19.50	20.50	21.00
Craft Service Assistant		16.00	17.00	17.50
<b>7 EDITING</b>				
Editor		25.00	26.00	26.50
1st Assistant Editor		22.00	23.00	23.50
2nd Assistant Editor		19.50	20.50	21.00
<b>8 *Electric</b>				
Gaffer		25.00	26.00	26.50
Genny Operator		22.00	23.00	23.50
Best Boy/Rigging		22.00	23.00	23.50
Lamp Operator		19.50	20.50	21.00
<b>9 GREENS</b>				
Head Greensman		25.00	26.00	26.50
Lead Greensman/Best Boy		22.00	23.00	23.50
Greensman		19.50	20.50	21.00
<b>10 GRIP</b>				
Key Grip		25.00	26.00	26.50
Dolly Grip		23.50	24.50	25.00
Best Boy/Rigging		22.00	23.00	23.50
Grip		19.50	20.50	21.00
<b>11 HAIRDRESSER</b>				
Hair Stylist		25.00	26.00	26.50
Assistant Hairdresser		22.00	23.00	23.50
2nd Assistant Hairdresser		19.50	20.50	21.00

**\*\*Negotiable Rates listed in this schedule will in no way be less than \$2.00 per hour more than the position listed below such negotiable rate (excluding "All Others").**

**SCHEDULE 1****ACFC West, Local 2020 CEP / Standard Producer Agreement  
2009**

Department	<i>All rates in CDN\$</i>	Low Budget Features & Slow Season 2009	Television & Features from \$3.6-\$6 Million 2009	Features Over \$6 Million 2009
<b>12 MAKE-UP</b>				
Make-up Artist		25.00	26.00	26.50
Assistant Make-up		22.00	23.00	23.50
2nd Assistant Make-up		19.50	20.50	21.00
<b>13 PRODUCTION OFFICE</b>				
Production Co-ordinator		25.00	26.00	26.50
Assistant Co-ordinator		22.00	23.00	23.50
2nd Assistant Co-ordinator		19.50	20.50	21.00
<b>14 PROPS</b>				
Property Master		25.00	26.00	26.50
Lead Props Person		23.50	24.50	25.00
Props Buyer		22.00	23.00	23.50
Props Person		19.50	20.50	21.00
<b>15 PROP BUILDING</b>				
Prop Maker Foreman		**Negotiable	**Negotiable	**Negotiable
Assistant Foreman		25.00	26.00	26.50
Modeler/Sculptor		22.00	23.00	23.50
Journeyman		19.50	20.50	21.00
<b>16 SCENIC ART</b>				
Key Scenic Artist		26.00	27.00	27.50
Head Scenic Artist/Lead Hand		25.00	26.00	26.50
Scenic Artist/Plasterer/Sign Writer		24.00	25.00	25.50
Painter		20.50	21.50	22.00
Labourer		16.00	17.00	17.50
<b>17 SECURITY</b>				
Co-ordinator		22.00	23.00	23.50
Captain		19.50	20.50	21.00
Security		16.00	17.00	17.50
<b>18 SET DECORATOR</b>				
Set Decorator		25.00	26.00	26.50
Assistant Set Decorator		23.50	24.50	25.00
Set Dec Buyer		23.00	24.00	24.50
On Set Dresser		22.00	23.00	23.50
Lead Dresser		22.00	23.00	23.50
Set Dresser		19.50	20.50	21.00
Assistant Set Dresser		16.75	17.75	18.25
<b>19 SOUND</b>				
Sound Mixer/Recordist		**Negotiable	**Negotiable	**Negotiable
Boom Operator		25.00	26.00	26.50
Cable Puller		19.50	20.50	21.00
<b>20 SPECIAL EFFECTS</b>				
Special Effects		25.00	26.00	26.50
1st Assistant Special Effects		22.00	23.00	23.50
Special Effects Technician		19.50	20.50	21.00
<b>21 TRANSPORTATION</b>				
Transportation Co-ordinator		**Negotiable	**Negotiable	**Negotiable
Captain		23.50	25.25	25.75
Special Equipment Driver/Co-Captain		22.00	23.00	24.00
Driver		19.50	20.50	21.00
<b>22 ALL OTHERS</b>				
Including: Publicist; Animal Co-ordinator, Animal Wrangler and Assistant Animal Wrangler; Chef and Assistant Chef/Caterer; and Marine Co-ordinator and Boat Wrangler		**Negotiable	**Negotiable	**Negotiable

**\*\*Negotiable Rates listed in this schedule will in no way be less than \$2.00 per hour more than the position listed below such negotiable rate (excluding "All Others").**

5a  
**SCHEDULE 1**  
**ACFC West, Local 2020 CEP/ Standard Producer Agreement**  
**2009**

	<b>Hours Worked</b>	<b>Rate</b>
<b>Day 1 through 5:</b>	0 - 8 Hours	1X Basic Rate
	9, 10, 11, 12	1.5X Basic Rate
	13, 14, 15	2X Basic Rate
	16 plus	3X Basic Rate
<b>Sixth Day Worked:</b>	0 - 8 Hours	1.5X Basic Rate
	9 - 15 (Incl.)	2X Basic Rate
	16 plus	3X Basic Rate
<b>Seventh Day or Holiday Worked:</b>	0 - 8 Hours	2X Basic Rate
	9 Plus	3X Basic Rate
<b>Meal Premium:</b>	\$5.00 per quarter hour.	
<b>Turnaround Premium:</b>	Two times (2X) the prevailing hourly rate.	
<b>Overtime &amp; Premiums:</b>	Shall be calculated in one-tenth (1/10 <sup>th</sup> ) of an hour increments.	
<b>Fringes:</b>	Vacation Pay	4%
	Retirement Plan	2%
	Producers Levy	2% or 2.5%
	Health & Welfare	4.5%

**\*ELECTRIC**

Any individual working within the Electrics department who is required under the Electrical Safety Code of British Columbia to hold:

- a) a Journeyman Electrical Worker Qualification or a Full Entertainment Ticket, shall receive an additional Two Dollars (\$2.00) per hour, as part of their hourly rate, for the time their ticket is required.
- b) a Limited Entertainment Ticket, shall receive an additional One Dollar (\$1.00) per hour, as part of their hourly rate, for the time their ticket is required.

\*These payments are required up to the staffing requirements mandated by the Electrical Safety Code of British Columbia.

**First Aid:**

Persons with first aid qualifications other than First Aid/Craft Service Technicians, who are utilized for their first aid ticket to meet the criteria applicable under the Workers Compensation Act of British Columbia, shall receive, for the time their ticket is required, a minimum of Fifty Cents (50¢) per hour in addition to their scale or negotiated rate.

Note: If required to perform their first aid duties during their lunch break, the First Aid Attendant will be paid accordingly.

**SCHEDULE 1****ACFC West, Local 2020 CEP / Standard Producer Agreement  
2010**

Department	<i>All rates in CDNS\$</i>	Low Budget Features & Slow Season	Television & Features from \$3.6-\$6 Million	Features Over \$6 Million
		2010	2010	2010
<b>1 ACCOUNTS</b>				
Assistant Accountants		25.50	26.50	27.00
Account Clerks		20.00	21.00	21.50
<b>2 ART DEPARTMENT</b>				
Production Designer/Art Director		**Negotiable	**Negotiable	**Negotiable
1st Assistant Art Director		22.50	23.50	24.00
Draftsperson/Graphics		22.50	23.50	24.00
Art Department Co-ordinator		22.50	23.50	24.00
Art Department Assistant		20.00	21.00	21.50
<b>3 CONSTRUCTION</b>				
Construction Co-ordinator		**Negotiable	**Negotiable	**Negotiable
Head Carpenter		27.00	28.00	28.50
Lead Carpenter/Sculptor		25.50	26.50	27.00
Carpenter/Buyer		24.50	25.50	26.00
Assistant Carpenter		20.00	21.00	21.50
Labourer		16.50	17.50	18.00
<b>4 CONTINUITY</b>				
Script Supervisor		25.50	26.50	27.00
<b>5 COSTUME</b>				
Costume Designer		**Negotiable	**Negotiable	**Negotiable
Assistant Costume Designer		25.50	26.50	27.00
Wardrobe Supervisor		25.50	26.50	27.00
Wardrobe Assistant/Buyer/Cutter		22.50	23.50	24.00
Costumer/Seamstress/Stitcher/Sewer		20.00	21.00	21.50
<b>6 CRAFT SERVICES</b>				
Craft Services/First Aid		25.50	26.50	27.00
Craft Services/First Aid Assistant		21.50	22.50	23.00
First Aid Assistant		20.00	21.00	21.50
Craft Service Assistant		16.50	17.50	18.00
<b>7 EDITING</b>				
Editor		25.50	26.50	27.00
1st Assistant Editor		22.50	23.50	24.00
2nd Assistant Editor		20.00	21.00	21.50
<b>8 *Electric</b>				
Gaffer		25.50	26.50	27.00
Genny Operator		22.50	23.50	24.00
Best Boy/Rigging		22.50	23.50	24.00
Lamp Operator		20.00	21.00	21.50
<b>9 GREENS</b>				
Head Greensman		25.50	26.50	27.00
Lead Greensman/Best Boy		22.50	23.50	24.00
Greensman		20.00	21.00	21.50
<b>10 GRIP</b>				
Key Grip		25.50	26.50	27.00
Dolly Grip		24.00	25.00	25.50
Best Boy/Rigging		22.50	23.50	24.00
Grip		20.00	21.00	21.50
<b>11 HAIRDRESSER</b>				
Hair Stylist		25.50	26.50	27.00
Assistant Hairdresser		22.50	23.50	24.00
2nd Assistant Hairdresser		20.00	21.00	21.50

**\*\*Negotiable Rates listed in this schedule will in no way be less than \$2.00 per hour more than the position listed below such negotiable rate (excluding "All Others").**

**SCHEDULE 1****ACFC West, Local 2020 CEP / Standard Producer Agreement  
2010**

Department	<i>All rates in CDN\$</i>	Low Budget Features & Slow Season 2010	Television & Features from \$3.6-\$6 Million 2010	Features Over \$6 Million 2010
<b>12 MAKE-UP</b>				
Make-up Artist		25.50	26.50	27.00
Assistant Make-up		22.50	23.50	24.00
2nd Assistant Make-up		20.00	21.00	21.50
<b>13 PRODUCTION OFFICE</b>				
Production Co-ordinator		25.50	26.50	27.00
Assistant Co-ordinator		22.50	23.50	24.00
2nd Assistant Co-ordinator		20.00	21.00	21.50
<b>14 PROPS</b>				
Property Master		25.50	26.50	27.00
Lead Props Person		24.00	25.00	25.50
Props Buyer		22.50	23.50	24.00
Props Person		20.00	21.00	21.50
<b>15 PROP BUILDING</b>				
Prop Maker Foreman		**Negotiable	**Negotiable	**Negotiable
Assistant Foreman		25.50	26.50	27.00
Modeler/Sculptor		22.50	23.50	24.00
Journeyman		20.00	21.00	21.50
<b>16 SCENIC ART</b>				
Key Scenic Artist		26.50	27.50	28.00
Head Scenic Artist/Lead Hand		25.50	26.50	27.00
Scenic Artist/Plasterer/Sign Writer		24.50	25.50	26.00
Painter		21.00	22.00	22.50
Labourer		16.50	17.50	18.00
<b>17 SECURITY</b>				
Co-ordinator		22.50	23.50	24.00
Captain		20.00	21.00	21.50
Security		16.50	17.50	18.00
<b>18 SET DECORATOR</b>				
Set Decorator		25.50	26.50	27.00
Assistant Set Decorator		24.00	25.00	25.50
Set Dec Buyer		23.50	24.50	25.00
On Set Dresser		22.50	23.50	24.00
Lead Dresser		22.50	23.50	24.00
Set Dresser		20.00	21.00	21.50
Assistant Set Dresser		17.25	18.25	18.75
<b>19 SOUND</b>				
Sound Mixer/Recordist		**Negotiable	**Negotiable	**Negotiable
Boom Operator		25.50	26.50	27.00
Cable Puller		20.00	21.00	21.50
<b>20 SPECIAL EFFECTS</b>				
Special Effects		25.50	26.50	27.00
1st Assistant Special Effects		22.50	23.50	24.00
Special Effects Technician		20.00	21.00	21.50
<b>21 TRANSPORTATION</b>				
Transportation Co-ordinator		**Negotiable	**Negotiable	**Negotiable
Captain		24.00	25.75	26.25
Special Equipment Driver/Co-Captain		22.50	23.50	24.50
Driver		20.00	21.00	21.50
<b>22 ALL OTHERS</b>				
Including: Publicist; Animal Co-ordinator, Animal Wrangler and Assistant Animal Wrangler; Chef and Assistant Chef/Caterer; and Marine Co-ordinator and Boat Wrangler		**Negotiable	**Negotiable	**Negotiable

**\*\*Negotiable Rates listed in this schedule will in no way be less than \$2.00 per hour more than the position listed below such negotiable rate (excluding "All Others").**

**SCHEDULE 1****ACFC West, Local 2020 CEP/ Standard Producer Agreement  
2010**

	<b>Hours Worked</b>	<b>Rate</b>
<b>Day 1 through 5:</b>	0 - 8 Hours	1X Basic Rate
	9, 10, 11, 12	1.5X Basic Rate
	13, 14, 15	2X Basic Rate
	16 plus	3X Basic Rate
<b>Sixth Day Worked:</b>	0 - 8 Hours	1.5X Basic Rate
	9 - 15 (Incl.)	2X Basic Rate
	16 plus	3X Basic Rate
<b>Seventh Day or Holiday Worked:</b>	0 - 8 Hours	2X Basic Rate
	9 Plus	3X Basic Rate
<b>Meal Premium:</b>	\$5.00 per quarter hour.	
<b>Turnaround Premium:</b>	Two times (2X) the prevailing hourly rate.	
<b>Overtime &amp; Premiums:</b>	Shall be calculated in one-tenth (1/10 <sup>th</sup> ) of an hour increments.	
<b>Fringes:</b>	Vacation Pay	4%
	Retirement Plan	2%
	Producers Levy	2% or 2.5%
	Health & Welfare	4.5%

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Note: If required to perform their first aid duties during their lunch break, the First Aid Attendant will be paid accordingly

## ARTICLE 2 - RECOGNITION

### 2.01 Exclusive Bargaining Agent

This Agreement shall apply to all work traditionally associated with the production of all features and television (whether film, digital, or video, and whether distributed and/or exhibited by any method now known or yet to be devised) performed in the Province of British Columbia. The Producer hereby recognizes the Union as the exclusive collective bargaining agent for all the Technicians as defined in Article 1.02 employed or engaged on the production covered by this Agreement. The Union and the Association agree to negotiate for rates of pay with respect to any new Technician whose classification(s) and rate(s) of pay are not already defined herein.

### 2.02 Enabling Provision

The signatory Producer may request certain modifications to the terms and provisions contained in this Agreement which are production specific. This request must be submitted in writing to the Union office, in care of the Business Manager. The Union agrees to consider requests for modifications and make reasonable efforts to respond to the Producer within three (3) business days of receipt of the request. Any such agreement shall be by Letter of Understanding with a copy to the Association and may be for one (1) production, for a type of production, for a specific area, or for a specific period of time. Any need for interpretation which might arise from the application of the terms of the modifications, shall be referred directly to the Consultation Committee for resolution.

### 2.03 Engaging Technicians

- (a) The Union will supply the Producer with a current list of Union members who have experience in the production of motion pictures. The Producer shall only engage Technicians who are members in good standing of the Union, or who have obtained proper work permits issued by the Union in accordance with Article 2.04. The parties recognize that where a co-production treaty between Canada and another country or countries imposes employment obligations on the Producer's production, the referral procedures may be subordinate to such obligations.
- (b) Each member of the Union, shall be registered and accredited as being qualified in one or more of the categories listed in "Schedule 1", and the Producer shall have the right to select and directly hire a Technician to perform work in the category for which the Technician has received accreditation from the Union. The Producer shall have the right to determine the number of Technicians required, and shall have the sole responsibility for selecting Technicians to be laid off consistent with paragraph (c) below.
- (c) Positions in any given Department, as listed in "Schedule 1", shall only be filled when each position above has been filled at least once. Should there only be one (1) position in a Department at any given time, such position shall be deemed to be a Key, or First position. Likewise, a Second can only be hired when there is also a First, and a Third can only be hired when there is a First and Second in place, and so on.
- (d) The Producer may employ Technicians as Trainees to perform such work within the Categories listed in "Schedule 1". The following terms and conditions shall apply:
  - (i) the Trainee hourly rate of pay shall be Twelve Dollars (\$12.00);
  - (ii) Trainees shall only be hired after discussion with, and written approval from, the Union;
  - (iii) there will be a maximum of one (1) Trainee per Department, and a maximum of six (6) Trainees per production.
- (e) All Technicians working under the terms of this Agreement, whether or not they are members of the Union, shall be subject to all the terms and conditions of this Agreement. The Producer and the Union agree that each Technician has the right to equal protection and equal benefit of the terms and provisions of this Agreement without discrimination based on membership in the Union, race, national or ethnic origin, colour, religion, sex, age, or sexual orientation.



## 2.04 Work Permits

- (a) The Producer must apply to the Union for a work permit for each Technician that the Producer proposes to employ, who is not a member in good standing of the Union. The Producer must submit a written request for Work Permit, with the adequate time allowance.
- (b) The signatory Producer shall have the right to assign specialized personnel to the production. Specialized personnel are defined as non-members of the Union who possess special skills or abilities, or perform services as a personal Make-Up Artist, Hair Stylist, and/or Dresser only for an individual Cast member and that Cast member's Stunt and/or Photo Double. The number and type of specialized personnel to be assigned to the production shall be subject to approval by the Union, with such approval directed toward obtaining maximum management effectiveness for the signatory Producer. If the permitted Technician is unavailable to implement these specialized duties then a Union member will be assigned as needed.
- (c) The Union shall consider each application for a Work Permit and shall render its decision to issue or refuse a Work Permit for the Technician in question within twenty-four (24) hours of the receipt of the Application.
- (d) Non-member Technicians hired only on a daily basis may be granted a Work Permit on the day worked, subject to authorization by the Union office.
- (e) The Producer agrees to replace any non-member Technician who is refused a Work Permit within three (3) days of notice from the Union.
- (f) Work permits will not be unreasonably withheld by the Union and in a case where a work permit is not granted, the Union will provide the Producer with a written explanation of the rationale for not granting such work permit.
- (g) Technicians who are not members in good standing with the Union, shall pay permit fees in accordance with Article 2.05.

## 2.05 Union Dues

The Producer agrees to deduct from the gross wages of all Technicians who are Permittees or Permits a Dues check-off fee of three point five percent (3.5%) of gross wages and for Members (a list of who will be supplied on a weekly basis by the Union) a Dues check-off fee of one point nine percent (1.9%) of gross wages which will be remitted to the Union on a weekly basis, no later than twelve (12) days after the end of pay-roll week. Technician's dues check-off may be changed only when written notice is given by an authorized representative of the Union through the Union office.

## 2.06 Consultation Committee

- (a) The Union and the Association agree to establish a Consultation Committee which shall meet as required but not less than once every six (6) months during the term of this Agreement to review the operation of this Agreement.
- (b) The purpose of the Consultation Committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills, and to promote workplace productivity.
- (c) The Consultation Committee shall be comprised of three (3) representatives of the Association and three (3) representatives of the Union.
- (d) The Consultation Committee will continually monitor the effectiveness of this Agreement during its operation in order to assure work opportunities for the Technicians and the competitive position of the Producers. Amendments to this Agreement may be established by agreement of the Consultation Committee which shall also be empowered to make recommendations to resolve any dispute over the intent and application of this Agreement.

# ARTICLE 3 - MANAGEMENT ROLE

## 3.01 Management

All rights of management are reserved by the Producer, except as expressly limited by the terms of this Agreement.

### **3.02 Producer's Right**

The Union acknowledges the Producer's right, within the terms and conditions of this Agreement:

- (a) To select and hire personnel;
- (b) To make rules and regulations for the conduct and management of its operations;
- (c) To discharge Technicians for just and sufficient cause as set out in Article 16.04;
- (d) To determine work and production schedules.

## **ARTICLE 4 - UNION REPRESENTATIVES**

### **4.01 Crew Representative**

The Union shall appoint, or the Technicians under this Agreement shall elect, Crew Representatives to represent them in any dealing with the Producer.

### **4.02 Access to Work Place**

Duly authorized Representatives of the Union, with notice to the Producer, shall have access to the place of work of any Technician covered by this Agreement, during working hours provided they do not interfere with the work of the Technicians or with the smooth running of the production.

## **ARTICLE 5 - DEAL MEMORANDUM (SCHEDULE A)**

### **5.01 Deal Memorandum**

The Producer shall sign a Deal Memorandum ("Schedule A") with respect to each Technician engaged before the Technician is to start work.

### **5.02 Copy of Deal Memorandum**

The Producer shall give one (1) duly executed and fully completed copy of the Deal Memorandum ("Schedule A") to the Technician when the Deal Memorandum is signed and shall forward within one (1) week of signature an original of the Deal Memorandum ("Schedule A") to the Union business office which will keep the Deal Memorandum confidential.

### **5.03 Minimum Terms and Conditions**

This Agreement defines minimum rates of pay and terms and conditions of employment. Therefore a Technician shall be free to obtain from the Producer a greater rate of pay and better terms and conditions of employment than the minimum levels set out in this Agreement.

### **5.04 Assistance and Interchange**

Nothing in this Agreement precludes a Technician who is hired to work in one (1) department from assisting other Technicians in the performance of their duties or working on a temporary basis in another craft.

### **5.05**

No Technician hired to perform any work in any category within the scope of this Agreement shall be compensated at rates or fees less than those herein provided or be subject to working conditions that are less favourable than the provisions of this Agreement.

### **5.06**

No Deal Memorandum shall provide for a rate of pay any less than scale rate set out in "Schedule 1" of this Agreement. If an individual Technician agrees, either by means of a Deal Memorandum or verbally, to a rate of pay that is less than the scale provided for in this Agreement, or to terms and conditions that are provided for in this Agreement, the verbal or written agreement between the Producer and the Technician shall be deemed to be void and of no effect and an Agreement containing the scale rate of pay for the Technician's category and the standard terms and conditions of this Agreement shall be deemed to have been in effect during the entire period in which the Technician was engaged by the Producer.

### **5.07 Implied Option**

A Deal Memorandum may provide for options of additional days which the Producer may require the Technician's services or may expressly provide for no such options.

### 5.08 Contracting Out of Bargaining Unit Work

The specific inclusion of the Publicist; Animal Co-ordinator, Animal Wrangler and Assistant Animal Wrangler; Chef and Assistant Chef/Caterer; and Marine Co-ordinator and Boat Wrangler classifications shall not be deemed to preclude continuation of the past practice of Producers in engaging these services from third party suppliers and subcontractors, provided however, individuals directly employed or engaged by the Producer to provide these services shall be appropriately classified and subject to this Agreement.

The Producer agrees not to contract out any other bargaining unit work which has customarily and historically been performed by Technicians covered by this Agreement without the consent of the Union. The furnishing of materials, supplies, or equipment and the pick-up, delivery and return thereof shall in no case be considered subcontracting.

### 5.09 Over-Scale Technicians

The Producer and the Technician may, by individual negotiations at the time of the Technician's hiring, agree that the portion of the Technician's pay which is in excess of the minimum scale rate for such Technician, may be applied to any of the overtime payments, meal premiums, and premium pay for turnaround infringement. Calculation of all such payments, meal premiums and premium pay for turnaround infringement must be recorded in the Technician's weekly timesheets.

### 5.10 Residency Information for Production Incentives

Employees must provide Canadian and Provincial residency information sufficient to ensure that the production company is eligible to receive the federal and provincial incentives including tax credits. The *Personal Information and Privacy Act* applies to the collection, use and disclosure of this information.

## ARTICLE 6 - SCHEDULE OF PAY RATES

### 6.01 Maximum Premium Rate

Notwithstanding anything in this Agreement, the maximum hourly rate payable to a Technician, not including Meal Premiums, will not exceed three times (3X) the basic and/or negotiated hourly rate.

### 6.02 Regular Work Day

A regular work day is a work day that is not: a sixth (6<sup>th</sup>) day worked (Article 6.03); a seventh (7<sup>th</sup>) day worked (Article 6.04); twelve (12) or more consecutive days worked (Article 8.02), or a holiday worked (Article 6.06 / 8.05). A regular work day will be paid at straight-time (1X) for the first eight (8) hours worked, time and one-half (1.5X) for the ninth (9<sup>th</sup>), tenth (10<sup>th</sup>), eleventh (11<sup>th</sup>), and twelfth (12<sup>th</sup>) hours worked, double-time (2X) for the thirteenth (13<sup>th</sup>), fourteenth (14<sup>th</sup>), and fifteenth (15<sup>th</sup>) hours worked, and triple time (3X) for the sixteenth (16<sup>th</sup>) hour and all hours worked thereafter.

### 6.03 Sixth Day

The Sixth Day is any sixth (6<sup>th</sup>) day worked within the scheduled work week and shall be paid at time and one-half (1.5X) for the first eight (8) hours worked, double-time (2X) for hours nine (9) through fifteen (15) inclusive, and triple-time (3X) for the sixteenth (16<sup>th</sup>) hour and all hours worked thereafter.

### 6.04 Seventh Day

A Seventh Day is any seventh (7<sup>th</sup>) consecutive day worked, regardless of the scheduled work week, and shall be paid at double-time (2X) for the first eight (8) hours worked, and triple-time (3X) for all hours worked thereafter.

### 6.05 Holiday Not Worked

For a holiday not worked the following sub paragraphs shall apply:

- (a) Pay for holidays which are not worked will be calculated on the basis of eight (8) hours at the Technician's straight-time (1X) contracted rate. In order for a Technician to be eligible for pay for a holiday which is not worked, a Technician must work at least five (5) work days in the two (2) week period immediately prior to, and two (2) work days in the week immediately following the holiday. If the next two (2) work days after the holiday follow a hiatus of one (1) week or more, no holiday pay shall be payable.
- (b) A holiday not worked will be considered a regular workday for the purpose of calculating sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days worked.

### 6.06 Holiday Worked

- (a) For a holiday worked, the day will be paid at double-time (2X) for the first eight (8) hours, and triple-time (3X) for all hours worked thereafter.
- (b) A holiday worked will be considered a regular work day for the purpose of calculating sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days worked.

## ARTICLE 7 - THE WORK DAY

### 7.01 The Workday

The workday shall be the hours scheduled or assigned to a Technician for any given day, with a minimum of eight (8) work hours paid according to "Schedule 1" and/or a Technician's Deal Memorandum. The work day shall start when a Technician reports at his/her call time, and ends at completion of a Technician's call with a minimum of eight (8) work hours credited to the Technician's weekly pay. The work day is not inclusive of Meal Breaks. If the work call extends beyond midnight (12:00 AM) it shall be considered as falling wholly within the calendar day in which it starts.

Technicians shall hold themselves in readiness to work on the production during the period of the minimum call and any additional time that the Producer may require. **No Department Head or Key may provide services on another production without the express written consent of each production.**

### 7.02 One-Half (½) Day Call

When scheduled in advance and at least prior to the end of the previous workday, the Producer may schedule a one-half (½) day call for the following: production meetings; sign writing; screening of rushes; screen-tests; script(s) timing; location surveys; and greens pre-placement for locations with restricted access and greens maintenance. If the Technician who is scheduled for the one-half (½) day call works four (4) hours or less, such Technician shall be paid for four (4) work hours according to "Schedule 1" of this Agreement and/or the Technician's Deal Memorandum. Should a Technician who is scheduled for a one-half (½) day call work more than four (4) hours with the approval of the authorized representative of the Producer, the regular minimum pay for eight (8) work hours shall apply. In addition, the one-half (½) day call shall be subject to the following:

- (a) A "one-half (½) day" call will in no way allow for split shifts; and
- (b) Should a position be recalled in the same day after a one-half (½) day call, the Technician will be deemed to have been working continuously from their original call, although for the purpose of Meal Premiums, their second six (6) hour work period would commence at the start of their recall.

### 7.03 Meal Breaks

- (a) The Producer shall provide craft services of beverages and snacks for the Technicians throughout the workday. If such service is not provided, a paid coffee break of fifteen (15) minutes shall be taken every three (3) hours.
- (b) The Producer shall allow a Meal Break:
  - (i) no later than six (6) hours after the general crew call;
  - (ii) no later than six (6) hours after the previous Meal Break; and
  - (iii) the duration of the Meal Break shall be calculated as either one-half (½) hour from the time when the last Technician is served, or one (1) hour from the time when the first Technician is served.
- (c) On-set Technicians starting work before the general crew call who are provided with a hot breakfast together with a fifteen (15) minute non-deductible break (within one (1) hour before or two (2) hours after the general crew call), will have their first deductible meal period due at the same time as a meal is due for the general crew.

## 7.04 Meal Premiums

- (a) Subject to paragraph (b), if a Technician works longer than six (6) hours after his or her call to the set without a Meal Break or longer than six (6) hours after the conclusion of the previous Meal Break, the Producer shall pay a Meal Premium to the Technician at a rate of Five Dollars (\$5.00) per fifteen (15) minute period for the duration of the infringement in addition to their regular rate of pay. The Technician will continue to work through the work period at the established rate of pay.

The Producer may make a Twenty-Five Dollar (\$25.00) per day payment ("buy-out") on the next regular paycheque to any Driver in lieu of paying second (2<sup>nd</sup>) Meal Premiums. If the Producer chooses this option, the buy-out shall be paid to that Driver as an allowance on all "shoot days" and shall not apply toward overtime or turnaround premiums.

- (b) On three (3) occasions per five (5) day work week, and four (4) occasions per six (6) day work week, during production a grace period of fifteen (15) minutes will be allowed before Meal Premium commences providing that the setup or shot was commenced within a reasonable time in advance of the required meal period, and that a meal is still provided. In the second six (6) hour period after the first Meal Break, there will be a thirty (30) minute grace period for a Meal Premium at wrap time, if wrap is called before the end of the sixth (6<sup>th</sup>) hour.

## 7.05 French Hours

As an alternative to the provisions of Article 7.03, the Producer, with ten (10) hours notice, may institute a "French Hours" system of Meal Breaks which consists of:

- (a) An eleven (11) hour period of elapsed time commencing with the general crew call and ending with camera wrap, which includes one (1) hour of paid meal period before work begins; or includes one-half (½) hour paid meal period before work begins and two (2) fifteen (15) minute breaks during the rest of such eleven (11) hour period. This eleven (11) hour period shall not be considered a guarantee of eleven (11) hours of work or pay.
- (b) Should work (excluding travel time outside the Studio Zone) continue past the eleventh (11<sup>th</sup>) hour, such work shall be paid for by the additional payment of the applicable rates of overtime pay.
- (c) The Producer will provide hot food accessible to the Technicians during the shooting day.
- (d) Meal Premiums shall apply if work continues past eleven (11) hours of elapsed time commencing with the general crew call, in which case Meal Premiums shall be paid commencing at the end for the sixth (6<sup>th</sup>) hour from the beginning of the general crew call.
- (e) The Producer may exempt off-set crew, and any Technician not on scheduled French Hours shall be accorded the Meal Breaks per Article 7.03 of this Agreement.

## 7.06 Turnaround

- (a) The Producer shall provide a turnaround period of no less than ten (10) hours between the last work hour of the Technician on one (1) day and the first (1<sup>st</sup>) work hour of the Technician on the next day, with the exception of the Transportation Department which shall have nine (9) hours.
- (b) For a five (5) day shooting schedule, the turnaround period over a weekend (end of the work week) will be fifty (50) hours. For a six (6) day shooting schedule, the turnaround over a weekend (end of the work week) will be thirty-two (32) hours.

## 7.07 Turnaround Premium

If a Technician works during the turnaround period, the Technician shall be paid a premium during all turnaround infringement time equivalent to double-time (2X) the current/prevaling hourly rate in addition to their regular rate of pay, but in no event in excess of three times (3X) the Technician's regular straight-time (1X) hourly rate. Such rate shall be paid for the period of time from the start of the next call through the end of the infringed turnaround and calculated in tenth (1/10<sup>th</sup>) of an hour increments.

The Producer may make a Seventy Dollar (\$70.00) per day payment ("buy-out") on the next regular paycheque to the Generator Operator in lieu of paying turnaround infringement premiums. If the Producer chooses this option, the buy-out shall be paid to the Generator Operator as an allowance on all "shoot days" and shall not apply to overtime or meal premiums.

## ARTICLE 8 - THE WORK WEEK AND DAYS OFF

### 8.01 The Work Week

- (a) The pay period is from Sunday morning (12:01 am) to the following Saturday at midnight (12:00 am).
- (b) The work week shall commence on any day of the week and end at midnight (12:00 am) on the seventh (7<sup>th</sup>) day thereafter and shall consist of five (5) regular eight (8) hour days totaling forty (40) work hours and then two (2) consecutive days off.
- (c) Once every six (6) shooting weeks, or more frequently where agreed by the Producer and Union, the work week may be shifted without incurring additional costs by doing the following:
  - (i) shift the work week forward by adding one (1) or two (2) additional days off from the regular work week and begin the shifted work week on the following day, and
  - (ii) shift the work week back:
    - (A) by one (1) day, by changing the seventh (7<sup>th</sup>) day of the regular work week to the first (1<sup>st</sup>) day of the shifted work week;
    - (B) by two (2) days, by making the preceding work week a prorated four (4) day work week, giving the fifth (5<sup>th</sup>) day off, and making the sixth (6<sup>th</sup>) day the first (1<sup>st</sup>) day of the shifted work week.
  - (iii) any work week shift shall be subject to a minimum thirty-two (32) hour rest period.
  - (iv) the paragraph above governing shifts in the work week allows separate shifts on the main unit and the second unit. Thus, both the main unit and the second unit of a motion picture are entitled to shift the work week. The work weeks may or may not be the same to begin with and may or may not be the same once shifted. They may also be shifted at different times.
- (d) Notwithstanding the provisions of this Article, the Producer may schedule a work week that is different from the work week established pursuant to paragraph (b) and (c) for departments such as, but not limited to, Accounting, Art Department, Set Construction and Scenic Art Technician, if the Producer is able to demonstrate to the Union that it is reasonable in the circumstances and if the consent of the Union is obtained in writing at least five (5) working days prior to the change of the work week. The establishment of a different work week shall not deprive the Technicians affected of any of the benefits and rights provided for in this Agreement nor shall it deprive any Technician of any days off, turnaround period, or overtime.

### 8.02 Twelve or More Consecutive Days Worked

After a Technician has worked twelve (12) consecutive days, a Producer shall not require him or her to work the next day without the Technician's consent and, the Technician notwithstanding Article 16.04, may refuse to work the next day without any penalty or prejudice.

### 8.03 Technicians Starting Before or After Principal Photography

- (a) A Technician who starts work after the first (1<sup>st</sup>) day of principal photography joins the production work week in progress but may not claim sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day rates unless the production does not break for a day off after the Technician has worked for five (5) consecutive days within the scheduled work week, or after the Technician has worked six (6) consecutive days.
- (b) A Technician who starts work before the first (1<sup>st</sup>) day of principal photography shall have his/her days off and worked days calculated as follows:
  - (i) the normal work week shall consist of any five (5) consecutive days out of seven (7), within the scheduled work week;
  - (ii) if the first (1<sup>st</sup>) day of principal photography coincides with the first (1<sup>st</sup>) day of the Technician's work week, then the production's work week simply replaces the Technician's work week for the purposes of calculating work days and days off; and,

- (iii) if the Technician's work week overlaps with the production's first (1<sup>st</sup>) work week, then the Producer will schedule that Technician's pre-production work days in such a pattern as to allow the Technician to join the production work week without the loss of any days off.

#### 8.04 Days Off on Distant Locations

A Technician housed on distant location will be paid a minimum per diem of One Hundred Dollars (\$100.00) for each day off, other than a paid Holiday, in which case the regular per diem in Article 10.02 shall be paid. The foregoing per diem is intended to compensate the Technician for expenses such as the cost of meals, laundry and personal telephone calls. The day of departure and the day of return shall be considered distant location days, not days off.

#### 8.05 Holidays

- (a) The following days are recognized as holidays: New Year's Day, Good Friday or Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving, Remembrance Day and Christmas Day. The Producer shall designate whether Good Friday or Easter Monday shall be observed as the holiday.
- (b) If a holiday falls on a day off, either the work day before or after the holiday shall be deemed the day celebrated for the purposes of determining the paid day off and the rate of pay for the holiday worked. The Producer shall designate the day(s) to be observed as holiday(s).
- (c) If a holiday, excluding Christmas Day, Good Friday or Easter Monday, and New Year's Day, falls on the second (2<sup>nd</sup>), third (3<sup>rd</sup>), or fourth (4<sup>th</sup>) work day of the work week, the Producer may designate the first (1<sup>st</sup>) or fifth (5<sup>th</sup>) work day of the work week as the observed day of the holiday, and the actual day of the holiday shall be worked and paid for at the daily rate of pay including over-scale payment if any. The Producer shall file notice of the designated holiday schedule no later than seven (7) calendar days prior to the holiday.
- (d) When working outside of British Columbia, the holidays shall be those recognized locally, except for Christmas Day, Boxing Day, New Year's Day, and Good Friday or Easter Monday which must be observed on the dates they occur.

## ARTICLE 9 - STUDIO ZONE

#### 9.01 Studio Zones

Each of the cities listed below shall be established as a "Studio Zone". Any Technician working within the Studio Zone shall be paid "set-to-set" and shall not be compensated for kilometers driven or travel time unless required by the Producer to use their vehicle outside of the Studio Zone. In addition, the Producer shall designate which one (1) of the following Studio Zones will be the base of production and "point of hire", thereby making any Technician hired to work within that Studio Zone a "Local Hire" (and therefore not entitled to per diems and accommodation).

- (a) The Studio Zone for Vancouver ("Schedule B") is the area of land inside the boundaries of the following: on the West, the shoreline; on the North, the parallel of latitude running through and including the municipality of Lions Bay including Horseshoe Bay; on the East, the line of longitude running through and including 200<sup>th</sup> Street in Langley, B.C.; and on the South, the Canada / U.S. border.

In addition to the above, either the Bordertown Studio Ranch or the Britannia Beach Community and Historic Site shall be included in the Studio Zone. The Producer shall designate which location will be included in the Studio Zone for the production. However, on television series (excluding pilots and mini-series), both locations shall be deemed included within the Studio Zone.

- (b) The Studio Zone for Victoria ("Schedule C") is the area of land inside the boundaries of the following communities: North Saanich; Sidney; Central Saanich; Saanich; Victoria; Oak Bay; Highlands; View Royal; Esquimalt; Langford; Colwood; and Metchosin.

In addition to the above, the Studio Zone for Victoria will include: an extension west of Metchosin which will include the area of land inside the boundaries of Highway 14 (Sooke Road), Gillespie Road, and East Sooke Road; and an extension north of Langford along Highway One which will include the area inside the boundaries of: the shoreline on the East; Shawnigan Lake Mill Bay Road on the North; and West Shawnigan Lake on the West.

The Parties hereby confirm that the foregoing paragraph establishing the Studio Zone for Victoria will include only land area as described above that is part of the mainland of Vancouver

Island and is accessible by a regular motor passenger vehicle without the assistance of a ferry or other water transportation vehicle or device.

- (c) The Studio Zone for any other city or municipality is the area within a circle having a radius of twenty-five kilometers (25 km) but does not exceed an average driving time of one-half (½) hour, centered around and measured from the nearest city or municipal hall.
- (d) The Union and the Association may agree to establish additional Studio Zones.

## 9.02 Technicians Assigned as Drivers

Technicians assigned by the Producer to drive vehicles used to carry equipment and any other material used in the production shall be paid that Technician's basic rate of pay. Transportation time shall be included in the Technician's time worked for the purposes of calculating overtime, Meal Premiums and/or turnaround premiums.

## 9.03 Report to Locations outside the Studio Zone

A "Report to Location" is any work location that falls within twenty-five kilometers (25 km) but does not exceed an average driving time of one-half (½) hour from the edge of the Studio Zone. The following terms and conditions will apply for a Report to Location:

- (a) Travel time from the edge of the Studio Zone to a Report to Location, and from the Report to Location back to the edge of the Studio Zone will be paid at the Technician's regular straight-time (1X) rate according to "Schedule 1" and/or a Technician's Deal Memo;
  - (b) Travel time will not apply toward overtime and meal premiums, but will apply toward turnaround premiums;
  - (c) The Producer and the Union may determine a fixed amount of travel time between the edge of the Studio Zone and a specific Report to Location that will apply equally to all Technicians;
  - (d) When working at a Report to Location and overnight accommodations are not provided, the provisions of Article 7.03 (Meal Breaks) shall apply.
  - (e) If a Technician working at a "Report to Location" does not receive the appropriate turnaround period for more than two (2) consecutive work days in any given work week, upon request by the Technician, the Producer will make reasonable efforts to provide said Technician the following for the remainder of "Report to Location" days within such work week:
    - (i) the Producer will make reservations for and pay the full costs of suitable single room accommodation;
    - (ii) for the first night of accommodations, should a catered hot meal not be provided after the second six (6) hour work period, the Producer will pay a Twenty-Five Dollar (\$25.00) daily Dinner expense; and,
    - (iii) for each day accommodations continue to be provided, save and except when the Producer actually provides for a meal as set out in Article 7.03, the Producer shall pay the following:
 

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$25.00
  - (iv) When the Producer provides overnight accommodations, call and wrap times shall be at set.
  - (v) The provisions of 9.03(e)(iii) shall not apply to "courtesy" accommodations.
- (f) In consultation with the Union, the Producer may designate one (1) "Report to Location" that falls within twelve kilometers (12 km) but does not exceed an average driving time of fifteen (15) minutes from the edge of the Studio Zone for Vancouver, and that location will be deemed as within the Studio Zone and the provisions of Article 9.03 shall not be applicable to work at that location.



## ARTICLE 10 - DISTANT LOCATIONS

### 10.01 Boundary

A "Distant Location" is any work location that is situated further than twenty-five kilometers (25 km) or more than an average driving time of one-half (½) hour from the edge of the Studio Zone.

### 10.02 Meal Expenses

When work occurs at a Distant Location, the Producer shall pay each Technician working at such location a daily meal allowance of Fifty Dollars (\$50.00). Any meals provided by the Producer may be deducted from the daily allowance at the rate set-out in Article 9.03(e).

### 10.03 Travel Expenses

When work occurs at a Distant Location, the Producer shall pay each Technician working at such location the following transportation cost, if transportation is not actually provided by the Producer:

- (a) Transportation expenses on scheduled carriers, covering Economy Air or First Class Rail Fare;
- (b) All local ground transportation expenses, including transportation to and from airports or train stations;
- (c) A mileage allowance of Thirty-Five Cents (35¢) per kilometer, if the Technician is required to use his or her own automobile. Technicians will be required to keep a mileage log in this situation. Mileage allowance will not be allowed for Technicians who drive back and forth to the set each day from their accommodations, provided that such accommodations are within twenty-five kilometers (25 km) but does not exceed an average driving time of one-half (½) hour of the set. Technicians are to confirm and show evidence that their vehicle is insured for business use;
- (d) Where a Technician leases or rents a vehicle at the authorization of the Producer, the Producer shall pay all costs of leasing or renting;
- (e) Excess baggage handling charges, if the equipment or other material is required by the Producer;
- (f) Travel time shall apply towards overtime and turnaround premiums;
- (g) The Producer agrees to originate all calls from the edge of the Studio Zone for the purpose of determining travel time.
- (h) A travel day for Distant Locations will be considered part of the regular workweek and paid according to "Schedule 1" of this Agreement. On any day of the work week (including sixth (6<sup>th</sup>) days, seventh (7<sup>th</sup>) days, or holidays) on which a Technician travels only, the Technician shall receive four (4) hours pay at the Technician's regular straight-time (1X) rate, or pay for time actually spent traveling, whichever is greater, but in no event more than eight (8) hours pay at straight-time (1X). Travel only days shall not be considered work days for the purposes of computing overtime or weekend turnaround premiums. Daily turnaround applies on travel only days.

### 10.04 Accommodation Expenses

The Producer shall make the reservations for and pay the full costs of suitable single room accommodation for each Technician.

### 10.05 Payment of Expenses

- (a) The Producer shall provide each Technician with an advance payment of meal expenses and, when not actually providing the transportation and accommodation, shall advance to each Technician, a sum sufficient to pay the total amount of said transportation and accommodation expenses, provided that the Technician must provide receipts.
- (b) The advance payment must be made prior to the Technician incurring the expenses.
- (c) When a Technician is required to work outside of Canada, all expenses that become payable pursuant to this Article, shall be paid in Canadian Dollars except when working in the United States when the expenses shall be paid in U.S. Dollars in the numerical amounts provided herein.

## ARTICLE 11 - PAY PERIOD AND FRINGE BENEFITS

### 11.01 Pay Period

The Producer shall pay the Technician no later than the sixth (6<sup>th</sup>) day of the week following the week worked. In the case of a Personal Corporation representing a Technician, the Producer need not pay or deduct Canada Retirement Plan or Employment Insurance contributions.

### 11.02 Vacation Pay

The Producer agrees to pay a sum equal to four percent (4%) of the Technician's gross wages, or in lieu of, as Vacation Pay each week in addition to the Technician's wages.

### 11.03 Retirement Plan

The Producer shall contribute a sum equal to two percent (2%) of the Technician's gross wages as, or, in lieu of, a Retirement Plan contribution each week in addition to the Technician's wages.

If a member of the Union is eligible to participate in a Retirement Plan (the "Plan") sponsored by the Union, the Producer will honour the written authorization of the Technician to deduct from the Technician's compensation the specified standard and uniform amount to be remitted to the Plan.

The Union and the Plan Administrator shall confirm in writing that Technicians are eligible to participate and shall provide any other information relevant to the proper administration of authorized contributions to the Producer or its designated payroll service.

### 11.04 Producer's Levy

Contributions provided for in Section 11.04 (a) and (b) will be used to promote programs of industry education, training, negotiation and administration of Collective Agreements, research and promotion, such programs serving to expand the market for the services of the BC motion picture industry, improve the technical and business skills of Producers, stabilize and improve labour relations, and promote, support and improve the employment opportunities for Technicians.

The Producer shall pay a Producer's Levy to both the Union and the Association, no later than twelve (12) days after the end of payroll week.

- (a) **CFTPA Members:** If the Producer is a member in good standing of the Association as of the date of remittance of the Producer's Levy, the Producer shall pay:
  - (i) to the Union, a sum equal to one percent (1%) of the Gross Wages of each Technician. This provision may not be reduced or waived without the written agreement of the Union.
  - (ii) to the Association, a sum equal to one percent (1%) of the Gross Wages of each Technician. This provision may not be reduced or waived without the written agreement of the Association.
- (b) **Non-Members:** If the Producer is not a Member in Good Standing of the Association at the date of the remittance of the Producer's Levy, a sum equal to two point five percent (2.5%) of the Gross Wages of each Technician on all productions (except for features budgeted at less than Three Million Six Hundred Thousand Dollars (\$3,600,000) where the sum shall be equal to two percent (2%) of Gross Wages) shall be sent directly to the Union. All amounts collected under this paragraph shall be divided as follows: sum equal to one point five percent (1.5%) of Gross Wages, or one percent (1%) of the Gross Wages in the case of low-budget feature, shall be retained by the Union and a sum equal to one percent (1%) of the Gross Wages shall be paid to the Association. The Union shall remit the Association's share of the Producer's Levy collected pursuant to this paragraph, itemized by Production to the Association within fifteen (15) days of the end of each month. This sum due to the Union, may not be reduced or waived without the written agreement of the Union, and the sum due to the Association may not be reduced or waived without the written agreement of the Association.
- (c) A Member in Good Standing of the Association is defined as a member whose payments to the Association for membership dues and Producer's Levies are up to date.
- (d) The Union shall send a list of all productions to the Association on an ongoing and regular basis. The list shall contain the title of the Production, the name and address of the Producer, the shooting dates, location, and the Producer's Association membership as declared.

### 11.05 Health and Welfare Levy

The Producer shall pay the Union a Health and Welfare Levy equivalent to four point five percent (4.5%) of the gross wages of all Technicians, payable weekly no later than twelve (12) days after the end of pay-roll week.

## **ARTICLE 12 - INSURANCE**

### **12.01 Worker's Compensation**

The Producer shall register with the Worker's Compensation Board upon signing this Agreement and provide proof of such registration to the Union.

### **12.02**

The Producer shall provide the following minimum level of benefits to all Technicians engaged pursuant to this Agreement. The Producer may meet its obligations hereunder, by purchasing and paying the full cost of an Insurance Policy or Policies.

- (a) Comprehensive General Liability, with a minimum coverage of One Million Dollars (\$1,000,000) for each occurrence;
- (b) On request by the Union the Producer shall provide to same, certified copies of the Insurance Policies.

## **ARTICLE 13 - RUSHES, PRODUCTION MEETINGS AND SURVEYS**

### **13.01**

The Producer need not pay a Technician for the time spent at the screening of rushes unless the Producer requires the Technician to be there or unless the Technician's Deal Memorandum provides otherwise. If the Producer requires the Technician to attend the screening of rushes, production meetings, surveys and/or auditions the time spent shall be considered as time worked.

## **ARTICLE 14 - SCREEN CREDITS**

### **14.01 Screen Credits**

- (a) Any Department Head or Key may negotiate his/her screen credit at the time of signing a Deal Memorandum.
- (b) Notwithstanding any credit individually negotiated; in the case of features for theatrical distribution, all Department Heads and Keys employed for the run of the production on a weekly basis for at least one-third (1/3) of the shooting schedule, shall receive screen credit in their category in accordance with standard industry practice.
- (c) In the case of made for television films or television series, screen credits will be given in accordance with Network Standards.

### **14.02 ACFC Logo**

The ACFC logo will appear as a screen credit in accordance with standard industry practice.

## **ARTICLE 15 - ILLNESS**

### **15.01 Absence Due to Illness**

In the event that a Technician is taken ill during the working day and is unable to complete the day's work, the Producer agrees to pay the Technician for a minimum of four (4) hours at straight-time (1X) for that day, or pay for the time worked, whichever is greater.

## ARTICLE 16 - NOTICE OF TERMINATION OR CANCELLATION

### 16.01 Cancellation of Calls

- (a) If a Producer cancels a Technician's scheduled work day by giving written or verbal notice at least twenty-four (24) hours before the Technician's call, or before the end of the previous work day, then the Producer need not pay the Technician for the cancelled work day. Such a cancelled work day cannot be considered a day off for the calculation of sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days.
- (b) If the Producer fails to give the Technician notice as per Article 16.01 (a), then the Producer shall pay the Technician for a minimum of eight (8) work hours as per "Schedule 1" of this Agreement, unless the cancelled call was for a one-half day ( $\frac{1}{2}$ ) call or travel only, in which case the Technician shall be paid for a four (4) hour minimum call.

### 16.02 Notice of Termination

- (a) The Producer may terminate any Technician employed or engaged on a weekly basis without cause by giving the Technician one (1) week's written notice, or one (1) week's pay in lieu of notice, or a combination thereof. Such Technician may also terminate their employment or engagement without justification, only by giving the Producer one (1) week of written notice.
- (b) The Producer may terminate any Technician employed or engaged on a weekly basis who has worked on the production for more than sixty (60) consecutive work days without cause by giving the Technician two (2) week's written notice, or two (2) week's pay in lieu of notice, or a combination thereof. Such Technician may also terminate their employment or engagement without justification, only by giving the Producer two (2) week's written notice.
- (c) All notices of termination of a Technician's Deal Memorandum, whether by the Producer or by the Technician, must be in writing and a copy sent to the Union business office as soon as possible.

### 16.03 Act of God or Force Majeure

- (a) The Producer or the Technician may terminate a Deal Memorandum without any penalty or liability in any case where the contract cannot be performed because of an Act of God or Force Majeure.
- (b) The Producer, Technician or the Union may grieve the termination of a Technician's Deal Memorandum because of an Act of God or Force Majeure under Article 16.03(a) through the procedures set out in this Agreement and the burden of proving that the termination was because of an alleged Act of God or Force Majeure shall be on the person terminating the Deal Memorandum.

### 16.04 Termination For Cause

- (a) The Producer may instantly terminate a Technician's Deal Memorandum if the Technician voluntarily refuses to perform his/her function as specified in his/her Deal Memorandum (subject to Article 17.03), or for incompetence in performance of the duties for which the Technician was hired, or for incompetence while under the influence of alcohol or non-prescription drugs sufficient that the Technician's ability to perform his/her duties is seriously impaired or is a safety hazard to himself/herself and/or fellow workers. A week's notice or a week's severance pay in this instance is not applicable.
- (b) The Producer shall provide the Union with the details of any dismissal for just and sufficient cause.
- (c) The Producer shall provide the Technician with written reason(s) for the termination under Article 16.04(a) within twenty-four (24) hours of the Technician requesting them.
- (d) The Technician or the Union may grieve the Technician's dismissal under Article 16.04(a) through the procedure set out in this Agreement and the burden of proving that the dismissal was for just and sufficient cause shall be on the Producer.

### **16.05 Guaranteed Days**

There are no guarantees of employment beyond one (1) day for Technicians employed or engaged on a daily basis, or one (1) week for Technicians employed or engaged on a weekly basis. The Producer shall pay the Technician for the number of days set out in the Technician's Deal Memorandum unless:

- (a) The Producer has terminated the Technician's Deal Memorandum without cause by giving the Technician written notice, or pay in lieu of notice, or a combination thereof under Article 16.02;
- (b) The Producer has terminated the Deal Memorandum for just and sufficient cause under Article 16.04(a);
- (c) Either the Producer or the Technician has terminated the Deal Memorandum because of an Act of God or Force Majeure under Article 16.03; and/or
- (d) The Producer and the Technician have both agreed to terminate the Deal Memorandum.

### **16.06 Labour Disputes**

If the making of a production is prevented or interrupted by reason of a labour dispute, then the Producer may either cancel work on the production or make suitable arrangements with the Technicians and the Union to allow the completion of the production. If the production is cancelled, then the Producer shall pay to the Union all remittances and to each Technician all gross wages and expenses outstanding to the date of cancellation. Any Technician contracted to work on the production shall have the right of first refusal for the position for which he or she was contracted if the production resumes, subject to the Technician being available.

### **16.07 Recall For Service**

Should a Technician be recalled for any reason, including, but not limited to, retakes or additional photography, the Producer shall adhere to all terms of this Agreement. These terms and conditions shall continue to be in effect until such retakes or additional photography are completed. Deal Memorandums for Technicians recalled shall also be in effect.

### **16.08 Deal Memorandum Grievances**

- (a) All Deal Memorandums between the Producer and any Technician with respect to the production are deemed to be incorporated into this Agreement;
- (b) The Producer or any Technician may enforce the Deal Memorandum between them or settle any dispute arising out of the interpretation, application, administration or alleged violation of that Deal Memorandum, including any questions as to whether a matter is arbitrable, by recourse to the grievance and arbitration provisions in Article 18.

### **16.09 Crew Lists, Shooting Schedules, Call Sheets**

The Producer shall forward to the Union business office on, or before, the first (1<sup>st</sup>) day of production a list of all Technicians working on the production, a daily call sheet and an updated shooting schedule.

### **16.10 Performance Bond**

- (a) The Producer shall provide the Union with a Letter of Credit, Cash Bond or a Corporate Guarantee satisfactory to the Union. The Cash Bond must be equal to a minimum of Twenty-Five Thousand Dollars (\$25,000.00) and not more than the approximate equivalent of a maximum of two (2) week's wages based on the contracted rates, unless otherwise negotiated. Notwithstanding the foregoing, members in good standing of the Association may provide the Union with either a Cash Bond of Twenty Thousand Dollars (\$20,000.00) on a production-by-production basis, or a floating Cash Bond of Twenty Five Thousand Dollars (\$25,000.00) with interest flowing back to the Producer. The Bond must be posted ten (10) business days prior to the commencement of principal photography.
- (b) Unless the Performance Bond is a Corporate Guarantee or Letter of Credit, the Bond will be held by the Union in trust, as a security deposit in the case of default by the Producer. In the event that the Producer defaults on any of its payroll obligations, then the Union shall be entitled, at any time following written notice to the Producer, to draw upon the Bond or Letter of Credit.
- (c) Upon notice to the Producer, the Union may claim against the Bond, Letter of Credit or Corporate Guarantee for any wages, Vacation Pay, Producer's Levy, Retirement Plan Contributions, Health and Welfare Levy or Work Permit fees not paid by the Producer in accordance with this Agreement.

- (d) The Union shall apply any money claimed under Article 16.11 (b) as follows:
- (i) first, up to one (1) week of unpaid Wages, Vacation Pay and RSP contribution per Technician;
  - (ii) second, to any unpaid Health and Welfare Levy;
  - (iii) third, to any unpaid Producer's Levy and Work Permit fees; and
  - (iv) lastly, to any remaining unpaid Wages, Retirement Plan contributions and Vacation Pay as defined in this Agreement.
- (e) The Cash Bond shall be returned to the Producer within thirty (30) days of the completion of principal photography. In the case of a dispute as to the payment, the Union may retain the equivalent of the amount in dispute until the matter is resolved.

## **ARTICLE 17 - WORK CONDITIONS**

### **17.01**

The Producer and the Technicians shall work together to assure work conditions are safe and compliance by them with any safety rules contained herein or established by the Producer.

- (a) The Producer agrees to provide adequate washroom facilities, water, heat, light, power, and first aid, as well as adequate ventilation in work areas where construction or painting takes place.
- (b) A Technician who is required to drive may consider fatigue due to long hours of work a health hazard, and the Producer will correct this situation without prejudice to the Technician.

### **17.02**

A Technician shall inform the Producer, Production Manager or his/her supervisor of any working conditions which the Technician reasonably believes may be hazardous or unsafe.

### **17.03**

A Technician may refuse to do any work or perform any tasks that the Technician reasonably believes may be hazardous or unsafe and shall report the reasons for his/her refusal to his/her supervisor, the Production Manager or Producer.

### **17.04**

The Producer shall investigate the reasons for refusal to work under Article 17.03 and shall correct any unsafe conditions in consultation with the Technician and Crew Representative.

### **17.05**

The Technician may continue to refuse work without loss of pay, if, after consulting with the Producer and under Article 17.04, the Technician has reasonable grounds to believe that the work or the task may still endanger him/her.

## **ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURES**

### **18.01 No Strikes or Lockouts**

There shall be no strikes or lockouts while this Agreement continues to operate.

### **18.02 Compulsory Arbitration**

- (a) It is specifically agreed that in the event any disputes arise out of the interpretation, application or alleged violation of this Agreement or any Deal Memorandum deemed to be a part of this Agreement, including any question as to whether a matter is arbitrable, the same shall be settled by means of the procedures set out herein.
- (b) Both the Producer and the Union recognize the need to settle grievances as quickly and amicably as possible, given the short term of the production schedules involved. Therefore, a grievance must be filed in writing within thirty (30) calendar days of the occurrence of the grievance, or within thirty (30) calendar days after the facts underlying the grievance became known or should have become known whichever is later, but in no event later than thirty (30) calendar days following the close of principal photography on that production.

### 18.03 Individual Grievances

- (a) A Technician may file a grievance through the Crew Representative, in writing, concerning any complaint he/she has about the Producer's interpretation, application or alleged violation of this Agreement, or his/her Deal Memorandum as it affects him/her on the production.
- (b) The Crew Representative shall submit the grievance in writing to the Union office.
- (c) With the exception of Deal Memo, payroll and monetary issues, all grievances should be filed in writing within seventy-two (72) hours of a Technician becoming aware of a disgruntled situation.

### 18.04 Crew Grievances

A Crew Representative may file a written Step 1 (Article 18.06 (a)) grievance on behalf of the crew or any Technician concerning any complaint about the Producer's interpretation, application or alleged violation of this Agreement, or any Deal Memorandum deemed part of this Agreement.

### 18.05 General Grievance

Either the signatory Producer, the Association or the Union may file a written Step 2 (Article 18.06 (b)) grievance with the other about the other's interpretation, application or alleged violation of this Agreement or any Deal Memorandum deemed to be part of this Agreement.

### 18.06 Grievance Procedure

Grievances shall be settled according to the following procedure:

- (a) STEP 1:  
As soon as is practicable after a grievance has been received or filed, the crew representative shall meet with the Production Manager to discuss and attempt to resolve the grievance in a fair and amicable manner. If the Technician, crew representative and the Production Manager are satisfied with the proposed resolution of the grievance, the grievance procedure ends.
- (b) STEP 2:  
A Technician, Crew Representative or Producer who is not satisfied with the proposed resolution of the grievance may refer the grievance to the Union business office. Within forty-eight (48) hours of receiving the grievance at the Union business office, an authorized representative of the Union shall contact the Producer's representative on the production to discuss the grievance. In the event that the representative of the Union and the representative of the Producer cannot reach agreement within five (5) calendar days after a meeting is arranged and held, the matter shall be referred to the Business Manager of the Union and the Labour Relations Representative of the Producer.
- (c) STEP 3:  
In the event that the Business Manager of the Union and the Labour Relations Representative of the Producer are unable to resolve the dispute within ten (10) calendar days after completion of Step 3, it shall be referred to Step 4, provided, however, that any dispute over the intent and application of this Agreement not resolved in Step 3 shall be submitted to the Consultation Committee in accordance with Article 2.06 before proceeding to Step 4.
- (d) STEP 4:  
If the Producer and the Union cannot resolve the grievance within ten (10) calendar days after the completion of Step 3, or in the case of a dispute submitted to the Consultation Committee, ten (10) calendar days after recommendations by the Consultation Committee, the grievance procedure under this Agreement shall be deemed to have been exhausted and either the Producer or the Union may proceed to final and binding arbitration pursuant to the *Labour Relations Code* of the Province of British Columbia before a Single Arbitrator selected from the list of Arbitrators of the B.C. Arbitrator's Association, or from a list of arbitrators mutually agreed to by the Union and the Association. An Arbitrator named on the above list may at any time by mutual agreement be bypassed or removed from the list and another Arbitrator substituted.
- (e)
  - (i) If the Parties fail to agree on an Arbitrator within five (5) days after one Party has served written notice on the other Party of its referral of the matter to Arbitration, the *Ministry of Labour and Citizens' Services* shall, at the request of either Party, appoint the Arbitrator in accordance with section 86 of the *Labour Relations Code*. If one party refuses to participate in the selection process of an Arbitrator within five (5) days after one Party has served written notice on the other Party of its referral of the matter to Arbitration, then the

Party which refuses to participate in the Arbitrator selection process shall be deemed to have waived the right to participate in that process and the Arbitrator shall be selected solely by the other Party. In either event, and regardless of whether one or both Parties participate in the ensuing arbitration process, the Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on both Parties to the Agreement and fully enforceable in a Court of competent jurisdiction.

- (ii) The Arbitrator shall have all necessary powers to determine the real issue in dispute according to the merits and, if appropriate, award monetary payments, or adjustments consistent herewith. The Arbitrator shall not have the authority to alter in any way provisions of this Agreement.
  - (iii) The Arbitrator's fees and expenses and a court reporter's fees (the latter only when both Parties request a reporter) shall be borne equally by both Parties. Expenses of witnesses, however, shall be borne by the Party who calls them.
- (f) The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate Step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.
- (g) In order to encourage the resolution of disputes and grievances at STEP 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.



# ARTICLE 19 - TERM OF AGREEMENT

## 19.01

This Agreement shall be effective on all productions which commence principal photography after 12:01 am, January 1, 2008, and until 12:01 am, December 31, 2010, and shall continue in full force and effect from year to year thereafter unless changed as provided in Article 19.02. All production agreements signed prior to the effective date of this Agreement shall remain in full force and effect for the duration of that production (including a cycle of a television series) unless the parties thereto agree otherwise.

## 19.02

The Union and the Association agree to commence negotiations concerning a new agreement at least ninety (90) days prior to the expiration date of this Agreement. If the Union and the Association have been unable to reach agreement on the provisions of a new Agreement prior to such expiry date, the Agreement shall continue to be binding on a day-to-day basis until a new Agreement is established.

## 19.03

Except for modifications made pursuant to the Enabling provision (Article 2.02), this Agreement shall not be amended or supplemented except by mutual consent of the Union and the Association, reduced to writing and duly signed by each other.

## 19.04

This Agreement shall remain in full force and effect for the duration of any production (including a cycle of a television series) where principal photography has commenced under the terms of this Agreement.


Signed and subscribed as of 28<sup>th</sup> day of January, 2008.

**ACFC West, Local 2020 CEP**

**BC Producer's Branch of the Canadian Film and Television Production Association**



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GREG CHAMBERS

NEIL HAGGQUIST

## EXECUTION OF AGREEMENT

In witness of this agreement and its schedules attached, the signatory Producer and the Union have caused this Agreement to be executed, by their duly Authorized Representatives this \_\_\_day

of \_\_\_\_\_, 20\_\_ This Agreement shall only be for the production entitled:

\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative for the Producer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Representative for  
ACFC West, Local 2020 CEP

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Representative for  
ACFC West, Local 2020 CEP

\_\_\_\_\_  
Witness

# SCHEDULE "A" – ACFC WEST DEAL MEMO - All crew please fill out completely

This document proposes to be a Deal Memorandum between:

\_\_\_\_\_  
Crew Member (please print clearly)

\_\_\_\_\_  
Start Date



## IMPORTANT!

Please circle your hire category:

Day calls circle the following:  
**DAILY**

Show calls circle the following:  
**WEEKLY**

Employer Information:

\_\_\_\_\_  
Company (if applicable)

\_\_\_\_\_  
Job Title/Category

\_\_\_\_\_  
Address

\_\_\_\_\_  
Tel #

\_\_\_\_\_  
SIN#

\_\_\_\_\_  
Salary (indicate per/hour, daily or weekly)

\_\_\_\_\_  
Kit Rental (indicate daily or weekly)

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

\_\_\_\_\_  
Next of Kin (name, address, telephone)

I have read and understand the terms of Articles 6.01 (Regarding Payment of Over Time and Holidays) and 16.02 (Regarding Termination) – see back of Deal Memo.

I, the undersigned, authorize and instruct the Producer or Authorized Representative for the production \_\_\_\_\_

signed under the ACFC West Collective Agreement to deduct the appropriate check-offs of my gross wages as per the Collective Agreement and remit these monies to the ACFC West Business Office. I hereby agree to be bound by the terms and conditions of the above collective agreement and to be represented exclusively by ACFC West for the duration of my employment on this production.

\_\_\_\_\_  
SIGNATURE of crew member

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

day

month (please spell out)

year

\_\_\_\_\_  
Producer or Authorized Rep.

**NOTE: Work Permits are required for ALL Non-members & Non-permittees**

**For details and guidelines please contact the ACFC West  
Chief Steward at (604) 299-2232**

Work permits are issued on a "per show" basis only. To become a permittee you must make separate application to ACFC West, Local 2020 CEP – Permit Fee – 3.5% of gross wages

**Fill out ONLY if you have a company**

\_\_\_\_\_  
Name of Sub-Contractor or Company

\_\_\_\_\_  
Employer Production Company

### To ACFC West

This will confirm that the above described Subcontractor, having agreed to perform certain services encompassed within the above described Collective Agreement, hereby agrees to be bound by all of the terms thereof in the same manner and to the same degree, in every respect as if I was an original signatory thereto.

\_\_\_\_\_  
Signature of Subcontractor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Day

month (please spell out)

year



ACFC WEST – THE ASSOCIATION OF CANADIAN FILM CRAFTSPEOPLE, LOCAL 2020  
COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA  
#108- 3993 HENNING DRIVE, BURNABY, BC V5C 6P7  
PHONE: (604) 299-ACFC (2232) FAX: (604) 299-2243 www.acfcwest.com

ACFC-03-2005

# SCHEDULE “A” – ACFC WEST DEAL MEMO

## 6.01 Maximum Premium Rate

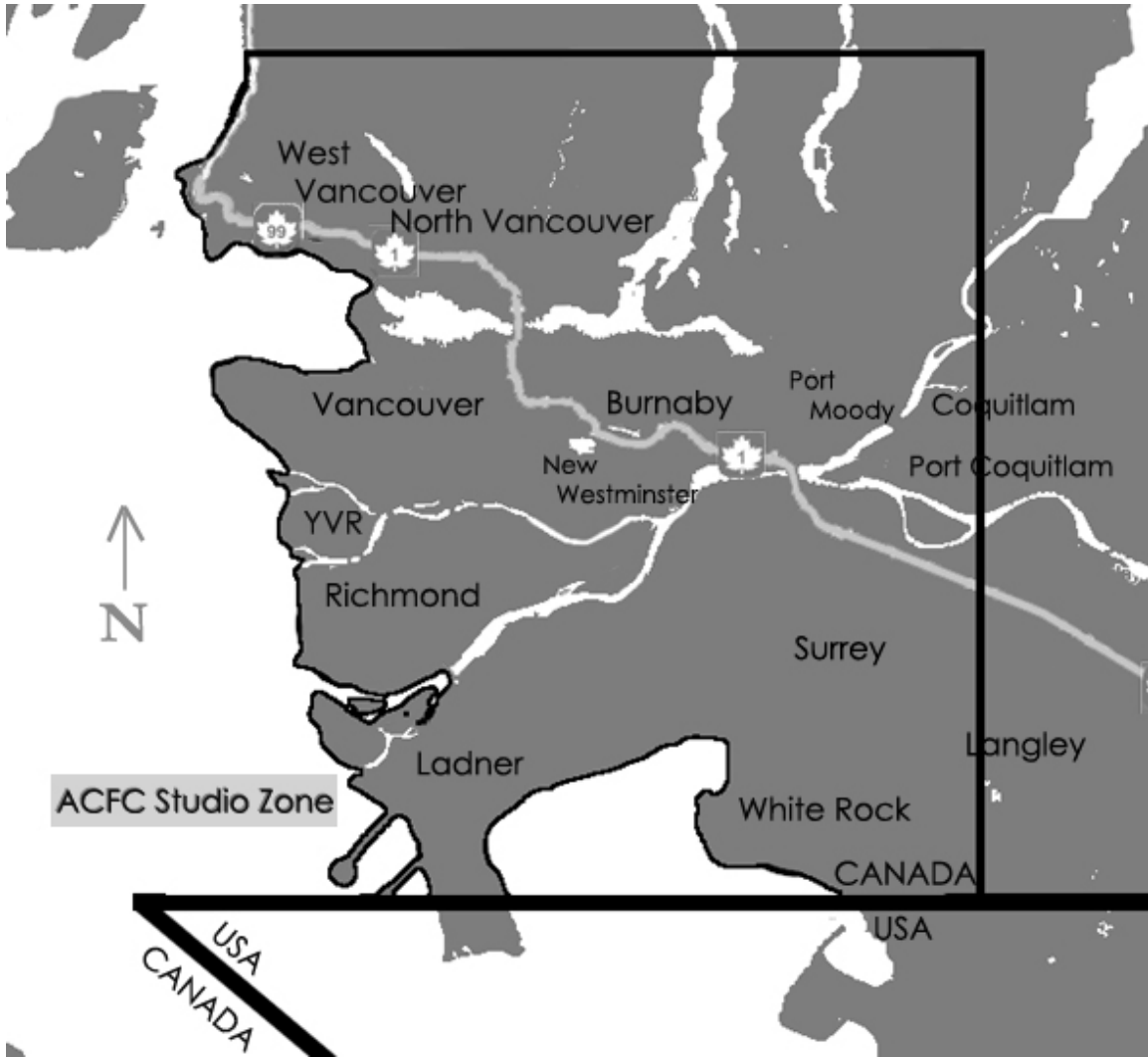
Notwithstanding anything in this Agreement, the maximum hourly rate payable to a Technician, not including meal premiums, will not exceed three times (3X) the basic and/or negotiated hourly rate.

## 16.02 Notice of Termination

- (a) The Producer may terminate any Technician employed or engaged on a weekly basis without cause by giving the Technician one (1) week's written notice, or one (1) week's pay in lieu of notice, or a combination thereof. Such Technician may also terminate their employment or engagement without justification, only by giving the Producer one (1) week of written notice.
- (b) The Producer may terminate any Technician employed or engaged on a weekly basis who has worked on the production for more than sixty (60) consecutive work days without cause by giving the Technician two (2) week's written notice, or two (2) week's pay in lieu of notice, or a combination thereof. Such Technician may also terminate their employment or engagement without justification, only by giving the Producer two (2) week's written notice.
- (c) All notices of termination of a Technician's Deal Memorandum, whether by the Producer or by the Technician, must be in writing and a copy sent to the Union business office as soon as possible.



## SCHEDULE "B"



As referred to in this Agreement, is described as the area of land inside the boundaries:

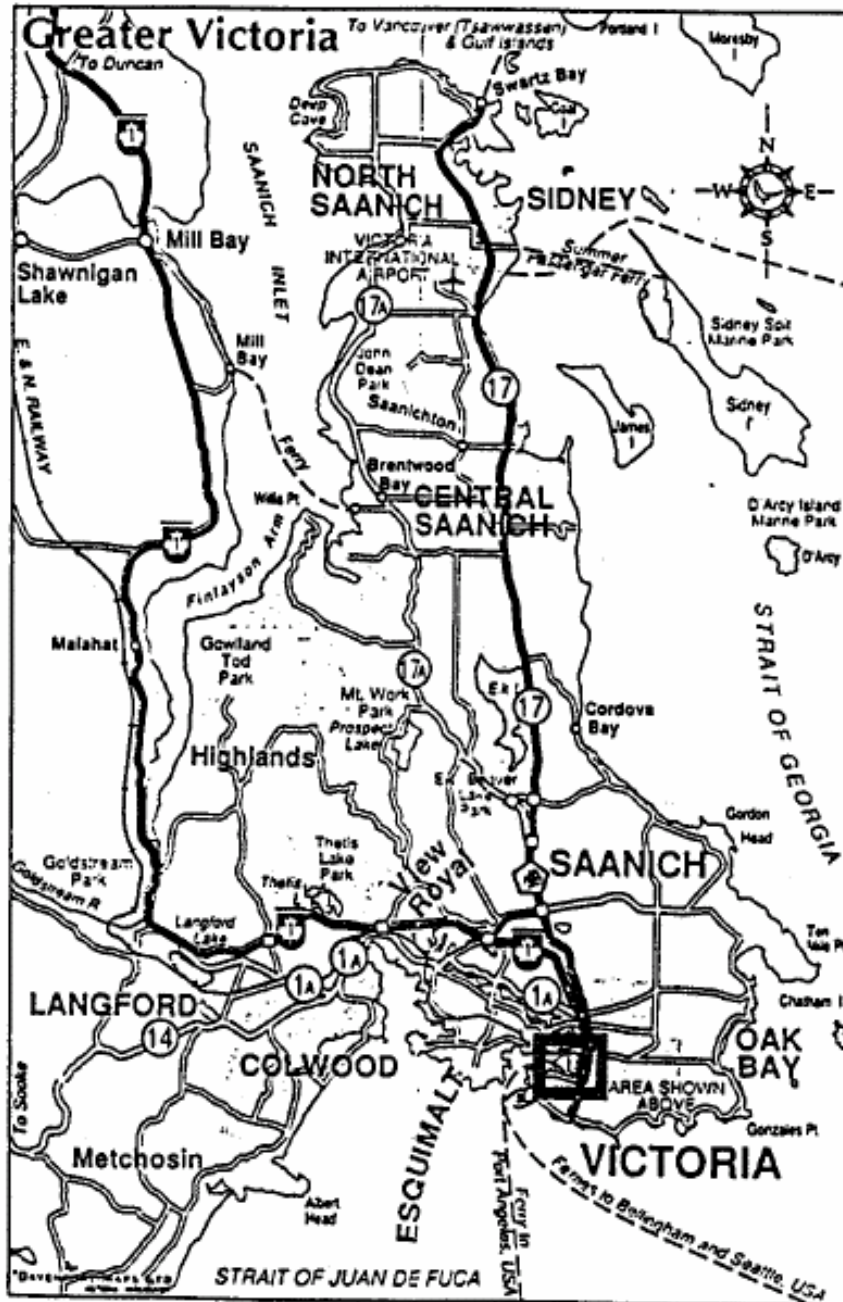
NORTH: The parallel of latitude running through and including the municipality of Lions Bay.

WEST: The Shoreline.

SOUTH: The Canada/US border.

EAST: The line of Longitude described as 200<sup>th</sup> Street.

# SCHEDULE "C"



## SIDELETTER NO. 1

This will confirm our agreement reached during the negotiation of the 2008-2010 ACFC Collective Agreement (the "Agreement") to incorporate a low budget sideletter for approved feature-length productions (whether for release initially in theaters, on television, or on compact devices) which are budgeted below Two Million Dollars (\$2,000,000):

### Terms and Conditions:

All terms and conditions of the Agreement shall apply save and except as amended as follows:

#### 1) Hours and Wage Scales:

a) The Producer agrees to pay the core crew not less than the following rates for those classifications outlined in Schedule 1 of the Agreement:

		2008	2009	2010	
i)	Key	\$270	\$275	\$280	12 hours
ii)	Second	\$245	\$250	\$255	12 hours
iii)	Third / On-set	\$220	\$225	\$230	12 hours
iv)	Assistant / Labourer	\$180	\$185	\$190	12 hours

b) The Producer may supplement the core crew with additional eight (8) hour calls. When a Technician is called for work, he/she shall be notified at the time of a call whether it is an eight (8) hour call or a twelve (12) hour call. When a Technician is required to report for an eight (8) hour call, he/she shall be credited with and paid \$125 (2008) / \$130 (2009) / \$135 (2010) for eight (8) hours. If such Technician continues on the job beyond eight (8) hours, or when a Technician is required to report for a twelve (12) hour call, he/she shall be classified and paid for twelve (12) hours at the appropriate rate (above) for that day.

c) There shall be a reasonable suspension of the hiring order outlined in Section 2.03(b) of the Agreement.

#### 2) Overtime and Turnaround:

a) Work performed in excess of twelve (12) hours on any day shall be paid at double (2X) the straight-time (1X) hourly rate. The straight-time (1X) hourly rate shall be computed by dividing the daily rate by fourteen (14) this being the number of payroll hours per day.

b) Compensation for a sixth (6th) day will be at time and one-half (1.5X). All work performed on a seventh (7th) day and/or a holiday shall be paid at double time (2X).

c) If Technicians are required to work during turnaround, they shall receive the appropriate rate; but in no case more than double (2X) the straight-time (1X) rate.

3) Fringe Benefits:

- a) The Union and the Producer agree that Vacation Pay and the Health and Welfare Levy as outlined in Sections 11.02 and 11.05 of the Agreement shall be included in this Sideletter and paid by the Producer on the approved project.
- b) Retirement Plan contributions and the share of the Producers Levy due to the Union as outlined in Sections 11.03 and 11.04 are not considered benefits for the purpose of this Sideletter, and need not be paid by the Producer on the approved project.

4) Union Dues:

All Technicians working on the approved project will pay one point nine percent (1.9%) of Gross Wages as dues regardless of their membership status with the Union. The Producer agrees to deduct this amount from the Gross Wages of all members and permittees and will remit it as outlined in Section 2.05. All days worked by permittees will count towards membership in the Union.

Signed and subscribed to as of this 28<sup>th</sup> day of January, 2008.

  
\_\_\_\_\_  
ACFC West Local 2020 CEP

  
\_\_\_\_\_  
BC Producers Branch-CFTPA

GREG CHAMBERS

NEIL HAGGQUIST

**PROJECT APPROVAL**

For the Project entitled: \_\_\_\_\_

Date approved: \_\_\_\_\_

\_\_\_\_\_  
For the Union:

\_\_\_\_\_  
For the Producer:

\_\_\_\_\_  
*Please print full name*

\_\_\_\_\_  
*Please print full name*