

COLLECTIVE AGREEMENT BETWEEN



International Alliance of Theatrical Stage Employees, Moving Picture Technicians,
Artists and Allied Crafts of the United States, its Territories and Canada
Affiliated with the AFL-CIO and CLC

-- AND --



January 1, 2019 – December 31, 2021

**CRAFTSERVICE PROVIDERS
AND
HONEYWAGON OPERATORS**

COLLECTIVE AGREEMENT

BETWEEN:

LOCAL 411

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

**HEREINAFTER REFERRED TO AS “THE UNION”
(on behalf of Craftservice Providers and Honeywagon Operators)**

-- AND --

**THE CANADIAN MEDIA PRODUCERS ASSOCIATION
(CMPA)**

**HEREINAFTER REFERRED TO AS “THE ASSOCIATION”
(on its own behalf and behalf of its members)**

(Production Company)

For the Production currently entitled

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ARTICLE ONE

Obligations

- (a) As the Union is a Local of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, nothing in this Agreement shall be construed to interfere with any obligation the Union owes to such International Alliance by reason of prior obligation.
- (b) The terms of this Agreement shall be interpreted with respect to the following further definitions:

“ASSOCIATION” means the Canadian Media Producers Association (CMPA) or its successor.

“CRAFTSERVICE PROVIDER” means a person engaged by a Producer, and may include a corporation or “loan out company” (as the phrase is used and understood in the motion picture industry) controlled by a Craftservice Provider who is an employee of that corporation, to perform work covered by this Agreement.

“HONEYWAGON” is any vehicle containing multiple compartments or units, used either as dressing room(s) or office(s) (whether occupied or not) together with crew washroom facilities (whether contained in the compartments or units, or generally accessible).

“HONEYWAGON OPERATOR” means a person engaged by a Producer, and may include a corporation or “loan out company” (as the phrase is used and understood in the motion picture industry) controlled by a Honeywagon Operator who is also an employee of that corporation to perform work covered by this Agreement.

“MEMBER” means a Craftservice Provider or a Honeywagon Operator engaged by a signatory Producer under this Agreement.

“PRODUCER” means the engager of a Craftservice Provider or a Honeywagon Operator under this Agreement.

- (c) Authorized Representative

The Producer recognizes the right of any duly authorized representative of the Union to have access to the place of work of any individual engaged by the Producer in any category of the bargaining unit as listed in Schedule "A" or "B" of this Agreement. The Union agrees that such access will not be made to interfere with a Member's ability to perform their duties. Prior to arriving at any place of work, the authorized representative shall advise the Producer.

- (d) The Producer further recognizes and agrees that the insignia of the International Alliance is copyrighted and is the sole property of the Alliance. The Producer hereby agrees to display the insignia as herein authorized, unless the Union advises otherwise, on any and all motion picture films or substitutes thereof such as tapes, wires, etc., recorded by any method and produced under the terms and conditions of the Agreement which carry screen or air credit title or titles. Said insignia is to be clear and distinct, and shall appear on a sufficient number of frames. Displaying the insignia of the International Alliance complies with the requirements of this article.

ARTICLE TWO

Recognition and Scope of Agreement

- (a) The Association and the Producer recognize the Union as the sole and exclusive bargaining agent for all Craftservice Providers and Honeywagon Operators and any other classification as contained in Schedule "A" and Schedule "B" of this Agreement.
- (b) The Association and the Producer recognize the Union's jurisdiction and the job classifications set out in Schedule "A" and Schedule "B" of this Agreement and agrees not to directly or indirectly change, delete, alter or amend the job, transfer the job function, or establish a new job classification without the written consent of the Union.
- (c) The Union recognizes the Association as the sole and exclusive bargaining agent and representative of its members and/or those listed in Schedule "G" with respect to the work covered by this Agreement.
- (d) The Association and the Union recognize that any Producer who subsequently wishes to become bound to this Agreement must sign the Bargaining Authorization and Voluntary Recognition Agreement contained in Schedule "D". A copy of each Bargaining Authorization and Voluntary Recognition Agreement shall be forwarded to the CMPA upon execution by the Union.

It is agreed that by signing this Bargaining Authorization and Voluntary Recognition Agreement the Producer is only obligated to engage those Craftservice Providers and/or Honeywagon Operators as are required by production. For greater clarity, a production that requires neither Craftservice Providers nor Honeywagon Operators shall not be obligated to engage same.

- (e) Except by prior agreement with the Association, the Union shall not enter into any Agreement for the work covered by this Agreement with any Producer at rates or terms in whole or in part which are as favourable or more favourable to such Producer than those set forth in this Agreement.
- (f) No Member shall be transferred to another bargaining unit without the Member and the Union's consent.

- (g) It shall not be a violation of this Agreement, and it shall not be cause for dismissal or disciplinary action in the event that a Member refuses to enter upon any property involved in a labour dispute, or refuses to go through or work behind a picket line, including a picket line at the Producer's place of business and/or shooting location.
- (h) The Producer agrees that it will not lock out any Member during the term of this Agreement. The Union agrees not to initiate any strike, work stoppage or slow down, during the term of this Agreement, except in the case of the Producer's failure to sign a Bargaining Authorization and Voluntary Recognition Agreement or post security against wages in accordance with Article 13 (a) or (b).
- (i) The Producer shall maintain the legal status of the Producer and shall not permit same to be liquidated, wound down or dissolved until all of the Producer's obligations under this Agreement have been fully and finally performed and satisfied.
- (j) If there is a change in the Producer's name, the Producer and/or the Association agrees to notify the Union, in writing, immediately.

ARTICLE THREE

Producer Rights

The Union acknowledges that it is the exclusive function and right of the Producer to:

- i) Operate and manage its business in all respects except where any right to do so has been specifically restricted by the terms of this Agreement;
- ii) Maintain order, discipline and efficiency of the operation;
- iii) Make, from time to time, reasonable rules and regulations to be observed by Members covered by the terms of this Agreement, provided that such rules and regulations are not inconsistent with this Agreement;
- iv) Schedule production, direct the workforce, engage, layoff, and with just cause, discipline or discharge a Member subject to the terms and conditions of the grievance and arbitration procedures set out in Article 19.

ARTICLE FOUR

Jurisdiction and Division of Work

- (a) (i) The Association and the Producer agree that the Producer shall not contract or sub-contract any bargaining unit work except to anyone or any entity bound to this Agreement. No person outside the bargaining unit shall perform bargaining unit work.
- (ii) Nothing in this Agreement will preclude the owner of the Honeywagon or Craftservice company from performing bargaining unit work, provided that the

owner is a member of the Union and the Agreement is applied to such owner while performing bargaining unit work.

- (b) It will not be considered a violation of this Agreement for Members to refuse to work with other persons working within the jurisdiction of the Union who are not Members or authorized individuals. The Union recognizes that Members of the bargaining unit are required and shall not refuse to perform their duties in accordance with this Agreement wherever signed and regardless of other Union agreements in effect.

ARTICLE FIVE

Individual Contracts of Engagement

- (a) This Agreement stipulates the minimum rates, terms and conditions and no individual contract of engagement shall be at lesser rates, terms and conditions. Nothing in this Agreement shall prevent any Member from negotiating and obtaining from the Producer, better rates, conditions, and/or terms of engagement than those provided herein, which shall form part of and are enforceable pursuant to this Agreement.
- (b) Immediately upon completion and execution of an individual contract of engagement, a copy of such shall be forwarded by the Producer to the Union.
- (c) The wording "subject to a signed I.A.T.S.E. Local 411 Collective Agreement" must be clearly stated on each individual contract of engagement.
- (d) The granting to any Member of better rates, conditions and/or terms than those provided herein, shall not be construed in any manner as a precedent for granting similar rates, conditions and/or terms to other individuals.

ARTICLE SIX

Non-Discrimination and Anti Harassment

The Producer shall not discriminate against any member because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability, union membership or participation in the lawful activities of the union.

The Producer shall not harass any member based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability, union membership or participation in the lawful activities of the union.

Production will ensure that the Ontario Health & Safety Act violence and harassment policy is posted on the Craft Service Provider truck within full view of the cast and crew.

ARTICLE SEVEN

Union Personnel

- (a) The Association and Producer agree that the Producer shall engage only qualified and appropriately accredited Members in good standing with the Union, and for the purposes of this Agreement, written permission from the Union for the engagement of an individual who is not a member of the Union shall also constitute good standing with the Union. Failure to show good standing with the Union shall be sufficient reason and just cause for dismissal.
- (b) It shall not be a breach of this Agreement for any Member to refuse to work with a non-union person or person not engaged in accordance with Article 7 of this Agreement.
- (c) Notwithstanding any provisions in this Agreement or any individual engagement contract signed by a Member, the Producer agrees that no Member shall be required to start work prior to the Producer becoming signatory to this Agreement, and the posting of a security against wages, as outlined in Article 13.
- (d) Before any Member is engaged under this Agreement, the Producer shall provide the Union and the CMPA with a copy of a completed and signed Schedule "E" confirming the budget tier for the applicable production.
- (e) The Union shall provide the Producer with a list of qualified Craftservice Providers and Honeywagon Operators.
- (f) The Union will provide the Producer within forty eight (48) hours of a Member's engagement, a copy of his/her valid driver's licence, driver's abstract, Food Handler's Certificate (in the case of Craftservice Providers) and any other applicable licence. A copy of each of the above items shall also be provided to the Union upon expiry of the applicable certificate or licence.
- (g)
 - (i) On or before their first day of employment, Members will supply to the Producer reasonable residency information sufficient to ensure that the Producer receives all federal and provincial production tax credits, and/or grants, if applicable. Such information shall be kept confidential and held in compliance with all applicable privacy legislation except to the extent necessary to obtain the production tax credits and/or grants.
 - (ii) The Parties recognize that the Canada Revenue Agency ("CRA") has published guidelines regarding the documents it deems acceptable to satisfy proof-of-residency requirements in order for a production to qualify for these incentives. Specifically, the Guidelines currently provide that residency may be established by providing a copy of:
 - 1) One of:
 - a. A Notice of Assessment (T1) indicating that the individual is a Resident of Canada/Ontario for the relevant tax year;
 - b. A letter from the CRA giving an opinion of the individual's resident status for the relevant years, after the individual has completed a Determination of Residency Status form; or
 - c. A long-term (one year or greater) lease or proof of purchase of a

Canadian dwelling with a utility or cell phone bill showing the individual lives at the applicable Canadian address; or

2) If none of the documents listed above are available, three of:

- a. The last tax return filed in the country of origin and/or any document filed with the foreign tax authority in which the individual has declared that they are no longer a resident;
- b. A short-term (less than a year) lease agreement or letter from a landlord supporting a rental agreement;
- c. A driver's license or vehicle registration (counts as two of the three);
- d. Document(s) supporting professional association or union membership in Canada; or
- e. Statements of accounts (for example: bank accounts, retirement savings plans, credit cards, securities accounts) from a Canadian branch of a financial institution.

These guidelines may be amended from time to time.

(iii) A Member employed through a loan-out corporation may be asked to provide (and if asked, shall provide) to the Producer the loan-out corporation's most recent Notice of Assessment as well as the most recent Schedule 50 indicating whether the loan-out corporation has a single or multiple shareholders. If the loan-out corporation is newly-formed and has not yet filed tax returns, the Member may be asked to provide (and if asked, shall provide) a Shareholder Register.

(iv) A Member shall also supply proof that he or she has successfully completed the Ministry of Labour's Health and Safety Awareness Training for workers and/or supervisors, as applicable.

(v) Effective on and after July 1, 2019, should the Producer inform a Member and the Union that the Member has failed to furnish appropriate residency information consistent with Article (g)(ii) and (iii) above and the bulletin entitled "Bulletin Concerning Residency Documentation" the Member shall have two (2) business days within which to provide the required information to the Producer. Should the Member fail to do so within that time period, the Producer may dismiss that member for just cause or refuse the dispatch of that Member.

- (h) The Producer shall deduct from each Member's pay cheque an amount for Union dues (the amount of which the Producer shall be notified in writing by the Union from time to time), which shall be forwarded to the Union no later than the fifteenth (15th) day of the month following the month in which such deductions were made, together with the names of the Members on whose behalf the deductions were made, the amount of such deductions, and the basis for the calculation of such deductions.
- (i) If requested by the Member while still actively engaged and while the production is still underway, the Producer will complete a T2200 form or equivalent for expenses that the Producer required the Member to incur as a result of their engagement.

ARTICLE EIGHT

Hours of Work and Work Week

- (a) The normal week shall consist of seven (7) days, the first five (5) being work days, the sixth (6th) and seventh (7th) days normally being days off.
- (b) Shifting the Work Week

Once every three (3) weeks, or more frequently when agreed by the Union and the Producer, the Producer may shift a Member's work week, without incurring extra costs, by doing either of the following:

 - (i) shift the work week forward by one (1) or two (2) days by adding one (1) or two (2) days off consecutive with the seventh (7th) day off of the regular work week, provided that each additional day off shall include an additional twenty-four (24) hour rest period. If work is performed on any of the additional days off, the rate of pay shall be that of a seventh (7th) day of work.
 - (ii) shift the work week back by one (1) day, by changing the seventh (7th) day of the regular work week to the first (1) day of the shifted work week, provided that the sixth (6th) day of the regular work week is a day off and provided that a thirty-four (34) hour rest period applies. If work is performed on the day off, the rate of pay shall be that of a seventh (7th) day of work.

Members shall be given three (3) calendar days' notice of the shift. In no event may the Producer shift the work week to avoid paying for an unworked holiday.

The work week during pre-production may be different than the work week of production. The change in work week from pre-production to production shall not be considered a shift. However, it is agreed and understood that there shall be a minimum of one (1) day off between pre-production and production. The rest period for this day off shall be thirty-four (34) consecutive hours free from work. If work is performed on that day, the rate of pay shall be that of a seventh (7th) day of work.

- (c) Hiatus Periods

The Producer may schedule hiatus periods provided that such hiatus is not longer than twenty-one (21) calendar days and provided that both the Member and the Union have received written notice not less than fourteen (14) calendar days prior to the commencement of such a hiatus period.
- (d) The Producer shall pay a Member who is engaged on a weekly basis and whose assignment starts on other than the first day of the work week established for that Member or ends on other than the last day of the work week established for that Member one-fifth (1/5) of his/her weekly wages for each day worked during the fractional work week, provided that, during the preceding or following work week of his/her assignment, the Member is provided a full work week. The foregoing shall only apply to both the start and finish of production or any production hiatus. The Producer shall endeavour to notify the Union of the start and finish of production and any hiatus period.

ARTICLE NINE

Overtime Hours and Other Non-Regular Hour Premiums

- (a) Work performed in excess of the normal work day shall be paid as overtime as set out in Schedule "A" and "B".
- (b) A Member who is required to work on his/her sixth (6th) consecutive day of the work week shall be paid at a premium, which shall be one and one-half (1½) times one-fifth (1/5th) of the weekly rate, as set out in Schedule "A" and "B".
- (c) A Member who is required to work on his/her seventh (7th) consecutive day of the work week shall be paid at a premium, which shall be two (2) times one-fifth (1/5th) of the weekly rate, as set out in Schedule "A" and "B".
- (d) Encroachment of a Member's rest period/turnaround, as defined in Schedule "A" and "B", shall be paid at the rate of two (2) times the daily pro-rated hourly rate.
- (e) The Producer shall only be obligated to pay premium pay where the Producer or his/her designate, who is not a representative of the Craftservice company or Honeywagon company, grants prior approval for the performance of the work which attracts the premium pay.
- (f) Except as explicitly provided for in Article A3.02, in no case shall payments made to a Member exceed three (3) times the applicable pro-rated basic hourly rate.
- (g) All premium payments shall be calculated in six (6) minute increments.

ARTICLE TEN

Location Boundaries

The studio zone, with respect to Members working under this Agreement, shall be the same as applicable to technicians, who represent such positions as gaffers, grips, etc., and who are engaged on the production. Should the Producer enter into a variance with the applicable technician's union on terms and conditions affecting travel and accommodation, the Union shall be provided with notice, in writing, by the Producer, within forty-eight (48) hours upon finalizing such agreement.

ARTICLE ELEVEN

Holidays

- (a) The following days are recognized as paid Statutory Holiday days off and, as such, there shall be no deduction from the weekly rate:

New Years Day	Family Day	Good Friday	Victoria Day
Canada Day	Civic Holiday	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day		

- (b) Any Member who is required to work on a Statutory Holiday (including travel) or a day scheduled as such pursuant to Article 11(e) shall be paid an additional one-fifth (1/5th) of the weekly rate and shall be limited to those weekly Craftservice Providers and/or Honeywagon Operators who work the regularly scheduled day before and the regularly scheduled day after the Holiday.
- (c) When a Statutory or Proclaimed Holiday falls on a Member's normal day off, generally free from work, the next regular work day shall be deemed to be the Holiday and subject to payment for work as stated in Article 11(b) above.
- (d) It shall not be a violation of this Agreement, and it shall not be a cause for dismissal or disciplinary action in the event a Member refuses, does not wish, or is unable to work, for any reason, on a Statutory Holiday.
- (e) The Producer shall have the discretion to schedule a Statutory Holiday so that it is taken immediately before or immediately following other rest days.
- (f) Holidays falling during a hiatus period shall not be compensated by the Producer however the Producer shall not schedule a hiatus of less than one (1) week for the specific purposes of avoiding the Holiday.
- (g) A Member engaged on a daily basis shall not be compensated for Holidays not worked.

ARTICLE TWELVE

Remittances and Deductions

In addition to the remuneration payable under this Agreement, the Producer shall:

- (a) Pay to each Member an amount equal to four percent (4%) of their total wages as vacation pay. Such payments shall be paid weekly with regular remuneration.
- (b) Pay on behalf of each Craftservice Provider prior to January 1, 2021, an amount equal to two percent (2%), and on and after January 1, 2021 an amount equal to three percent (3%) of their total wages, and pay on behalf of each Honeywagon Operator an amount equal to two percent (2%) of their total wages and six dollars (\$6.00) per day worked as retirement benefits. The Producer shall forward this payment directly to the Union on a monthly basis with a complete remittance breakdown.
- (c) Deduct from each Craftservice Provider prior to January 1, 2021, an amount equal to two percent (2%), and on and after January 1, 2021 an amount equal to three percent (3%) of their total wages, and deduct from each Honeywagon Operator an amount equal to two percent (2%) of their total wages as retirement benefits. The Producer shall forward this deduction directly to the Union on a monthly basis with a complete remittance breakdown.
- (d) Pay to the Trustees of the IATSE Local 411 Health and Welfare Trust an amount, based on the tier level of the production as set out in the summary chart below, of each Member's total wages and, for Honeywagon Operators, six dollars (\$6.00)

per day worked as health and welfare benefits. The Producer shall forward this payment directly to the Trustees on a monthly basis with a complete remittance breakdown.

- (e) Pay on behalf of each Member an amount equal to one half percent (1/2%) of their total wages as contribution the IATSE Local 411 Training, Safety and Admin fund. The Producer shall forward this payment directly to the Union on a monthly basis with a complete remittance breakdown.
- (f) Pay to the Association, an amount not to exceed one and a half percent (1.5%) of each Member's total wages to a maximum of nine hundred and fifty dollars (\$950) per feature, movie-of-the-week or pilot and two thousand three hundred and seventy-five dollars (\$2,375) per mini-series production or per cycle of a series, plus HST, as an Association levy. The Producer shall forward this payment directly to the Association prior to the completion of the production. During the life of this Agreement, the Association may amend amounts payable to it as set out in this Article. This Article may not be reduced, waived or otherwise varied without the Association's express written agreement.
- (g) The Producer shall make all contributions and withholdings as required by law.

Summary of remittances pursuant to Article 12 (a), (b), (d) and (e):

Craftservice Providers
Effective: January 1, 2019 – December 31, 2020

Tier	Vacation Pay	Health and Welfare	Retirement	Training, Safety & Admin	Total
A	4%	6%	2%	0.5%	12.5%
B	4%	5.5%	2%	0.5%	12%
C	4%	5%	2%	0.5%	11.5%
D	4%	5%	2%	0.5%	11.5%
E	4%	4.5%	2%	0.5%	11%
F	4%	4.5%	2%	0.5%	11%

Craftservice Providers
Effective: January 1, 2021 – December 31, 2021

Tier	Vacation Pay	Health and Welfare	Retirement	Training, Safety & Admin	Total
A	4%	6%	3%	0.5%	13.5%
B	4%	5.5%	3%	0.5%	13%
C	4%	5%	3%	0.5%	12.5%
D	4%	5%	3%	0.5%	12.5%
E	4%	4.5%	3%	0.5%	12%
F	4%	4.5%	3%	0.5%	12%

Honeywagon Operators
Effective: January 1, 2019 – December 31, 2021

Tier	Vacation Pay	Health and Welfare %	Health and Welfare Daily Flat \$	Retirement %	Retirement Daily Flat \$	Training, Safety & Admin	Total
A	4%	6%	\$6.00	2%	\$6.00	0.5%	12.5% + \$12/day
B	4%	5.5%	\$6.00	2%	\$6.00	0.5%	12% + \$12/day
C	4%	5%	\$6.00	2%	\$6.00	0.5%	11.5% + \$12/day
D	4%	5%	\$6.00	2%	\$6.00	0.5%	11.5% + \$12/day
E	4%	4.5%	\$6.00	2%	\$6.00	0.5%	11% + \$12/day
F	4%	4.5%	\$6.00	2%	\$6.00	0.5%	11% + \$12/day

ARTICLE THIRTEEN

Security for Wages

- (a) As security against wages, the Producer shall provide the Union with an amount not more than the equivalent of two (2) weeks' payroll for Members engaged within the categories listed in Schedule "A" and "B" herein. The Union shall hold such monies in an interest-bearing security or account for the duration of the production. Such guarantee shall remain in place until the Producer has fulfilled all financial liabilities to the Union and its members. The Union shall return such guarantee or any unclaimed portion thereof (including accrued interest), within two (2) weeks of the Producer satisfying all of the obligations of this Agreement, including the settlement of any outstanding grievances.

Should an arbitrator find that the Producer has breached this Agreement the Union may apply the amount of the above guarantee (including accrued interest) towards any monies that the arbitrator determines are owing to a Member and/or the Union.

- (b) Notwithstanding (a) above, as security against wages, Producers listed in Schedule "H" may provide the Union with a corporate letter of guarantee in the form provided in Schedule "F" on a production by production basis. Upon thirty (30) days' notice to a specific Producer and the Association, with reason given, the Union may at its sole discretion, remove such Producer from Schedule "H". Throughout the life of this agreement the Union and the Association may agree to add Producers to Schedule "H".

ARTICLE FOURTEEN

Remuneration and Payment of Wages

- (a) The Producer agrees to pay each Member remuneration at rates not less than the minimums set out in Schedule "A" and "B" of this Agreement.
- (b) Payment for work performed and any other payments or considerations shall be paid on the fourth (4th) work day of the following week, at or before 4:00 p.m. (16:00 hours) for work performed the week ending the seventh (7th) day midnight (24:00 hours). The Producer shall affix a copy of the Member's time sheet to the pay cheque, showing earnings in detail. Copies of said time sheets shall be provided to the Union upon request.
- (c) In the event of late payment by the Producer of more than seven (7) days, an additional payment calculated at the rate of two percent (2%) per month of the gross wages for that week shall be paid to the Member and such payment shall be added to the next week's wages or, if none, by a separate cheque.
- (d) In the event of non-payment of wages of more than seven (7) days or other monies due to the Member or the Union, the Union and its Members are under no obligation to continue to provide services to the Producer and the Union is under no obligation to avert any work stoppage.

- (e) Articles 14(c) and (d) shall not apply in the following circumstances:
- (i) where the Producer has filed with the Union a bona fide dispute relating to the monies payable;
 - (ii) where normal methods of payment are interrupted (e.g. computer server malfunctions, mail strikes, power outages, etc.); or
 - (iii) where the Member has not submitted his or her time sheet by the end of the work week.

ARTICLE FIFTEEN

Travel and Accommodation

- (a) Travel and accommodation will be provided to a Member engaged under this Agreement in the same manner as applicable to technicians, who represent such positions as gaffers, grips and etc., and who are engaged on the production.
- (b) Per diem meal allowances shall be paid in the same manner as applicable to technicians who represent such positions as gaffers, grips, etc. and who are engaged on the production.
- (c) When overnight accommodations are arranged, personal health issues shall be reasonably accommodated.
- (d) Should the Producer enter into a variance with the applicable technician's union on terms and conditions affecting travel and accommodation, the Union shall be provided with notice, in writing, by the Producer, within forty-eight (48) hours upon finalizing such agreement.

ARTICLE SIXTEEN

Insurance

- (a) The Producer agrees to bring all Members supplied by the Union under the terms of the Workplace Safety Insurance Board and proof thereof shall be provided to the Union before any Member commences work.
- (b) When a Member is required to travel to a distant location, each Member shall be insured by the Producer for the duration of the travel, including the return trip, for the sum of one hundred thousand dollars (\$100,000).

ARTICLE SEVENTEEN

Cancellation of Calls

A Craftservice Provider and/or Honeywagon Operator engaged for a daily work call shall be paid for the hours booked unless the Craftservice Provider and/or Honeywagon Operator received notification of the cancellation of change in schedule no later than twelve (12) hours prior to the work call.

A work day cancelled without proper notice cannot be defined as a day off for the calculation of sixth (6th) and seventh (7th) days.

ARTICLE EIGHTEEN

Discipline, Lay-off and Dismissal

- (a) Any notice of lay-off of a Member engaged on a weekly basis shall be given in writing not later than the sixth (6th) hour of the Member's work day on the first (1st) day of the work week, and failure by the Producer to give such notice of discharge shall entitle the Member to one (1) additional week's salary in lieu thereof. In turn, a Member engaged on a weekly basis shall give the Producer one (1) week's written notice of resignation. A Member who fails to give such notice of resignation to the Producer will be subjected to discipline pursuant to the Local's constitution and bylaws.
- (b) There shall be a five (5) day probationary period for each Member, during which the Producer, in its sole discretion, may lay-off the Member without further payments or obligations.
- (c) A Member may be disciplined and/or dismissed only for just cause. The parties agree that the principles of progressive discipline will be applied in appropriate circumstances. The Producer agrees to provide the Union with a copy of written reprimands and/or a written notice of discipline which exceeds a written reprimand in severity, including dismissal.
- (d) Force Majeure

If a production is prevented or interrupted by reason of:

- (i) natural causes, such as acts of God, fire, earthquake, hurricane, and floods; or
- (ii) emergency governmental regulation or order; or
- (iii) riot, war; or
- (iv) such other cause beyond the reasonable control of the Producer.

The minimum guarantee provided for that current week shall be reduced to the extent necessitated by such contingency.

In such circumstances, the Producer shall furnish a statement in writing to the Union as to the reason for the force majeure. If the Union believes the force majeure declaration to be unjust or unreasonable, it may file a grievance with respect to the declaration under the grievance procedure of the Agreement.

ARTICLE NINETEEN

Settlement of Disputes

- (a) The Union acknowledges the principle of “work now and grieve later” and as such, the existence of a grievance or dispute will not disrupt production, subject to a Member’s lawful right to refuse work.
- (b) In the event that any grievance or dispute should arise between the Association and the Union, or between the Producer and the Union or between the Producer and any Member under this Agreement, concerning the interpretation or violation of this Agreement, it shall be considered a grievance and shall be settled in accordance with the following procedures. The grieving party shall have thirty (30) days from the date on which the party becomes aware, or ought to have become aware, of the act or omission giving rise to the dispute to initiate a grievance. In order to be deemed a grievance, the dispute must be submitted in writing to the other parties within the allotted thirty (30) day time period.
- (c) The grievance shall be discussed by the Producer, or his/her designate, who is not a representative of the Craftservice company or Honeywagon company, the Association and a representative of the Union within five (5) working days after the grievance has been brought to the attention of the Producer. When any Member is called upon to attend a meeting endeavouring to settle such dispute or disagreement, it is understood that during this period the Member will not suffer the loss of his/her normal wage.
- (d) In the event that the representative of the Producer and/or the Association and the Union cannot reach an agreement, the dispute may, by written notice of any party to the other party, be submitted to final and binding arbitration. Such notice must be made within ten (10) days (or in the case of payroll disputes within ninety (90) days) of the meeting provided for in Step 1, or the matter shall be considered resolved. The parties, who shall include the Association, the Producer and the Union, shall within ten (10) days of the sending of the notice requesting arbitration select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within these ten (10) days, the Ontario Minister of Labour shall be requested to appoint the arbitrator.

The cost and/or expenses of the arbitrator shall be borne equally by the Producer or Association and the Union, except that no party shall be obligated to pay the cost of a stenographic transcript without express consent of the other party.

The final written decision or award of the arbitrator shall be made as soon as practicable after submission of the grievance or dispute to him/her. The parties agree that such final decision or award shall be binding on each of the parties to this Agreement, and they will comply within five (5) days of the arbitration award subject to such decisions, rules or regulations as any Provincial Agency having jurisdiction may impose.

In no event shall the arbitrator modify or amend any provision of this Agreement. In determining any grievance arising out of discharge or other discipline, the

arbitrator may dispose of the claim by affirming the Producer's actions and dismissing the grievance or by setting aside the disciplinary action involved with or without compensation and such other manner as may in the opinion of the arbitrator be justified.

- (e) If either the Union or Association considers that this Agreement is being misunderstood, misinterpreted or violated in any respect by the other party, the matter will be put in the form of a policy grievance and discussed between representatives of the Association and the Union. If not satisfactorily settled within thirty (30) days of the matter first coming to the attention of the aggrieved party, either party may refer the matter to arbitration as a policy grievance in accordance with Article 19 (d). A matter not referred to arbitration in this time shall be considered resolved.
- (f) Any time limits prescribed in Article 19 may be extended by mutual agreement of the parties to the grievance.

ARTICLE TWENTY

Health and Safety

- (a) The Producer, the Member and the Union shall comply with all obligations under the *Occupational Health and Safety Act*.
- (b) Washroom and toilet facilities shall be provided by the Producer at all workplaces and shall be maintained on a standard at least equal to the standards required by any applicable legislation or regulation.
- (c) Any Member unable to complete their minimum daily call because of an injury sustained on the job, shall be paid the applicable daily call.
- (d) The Producer may refuse to employ a Member dispatched by the Union if the Member has exceeded or will exceed the maximum hours of service as a result of such employment. Each Member shall track his or her hours of service and shall not accept any call if he or she has exceeded or will exceed the maximum hours of service as a result of such employment.

ARTICLE TWENTY - ONE

Employee Indemnification

The Producer hereby releases and forever discharges, and agrees to defend, indemnify and save harmless any Member (including persons engaged through a loan-out company), and in the event of such Member's death, the Member's heirs and executors, against any and all losses, claims, damages, actions, causes of action, liabilities and necessary costs, including legal fees, incurred during the effective dates of this Agreement and in the course of performance of the Member's duties performed within the scope of the Member's engagement for the Producer that resulted in contractual liability for such Member or in bodily injury or property damage suffered by any person subject to the following conditions:

- (a) This Article does not apply to grossly negligent conduct by the Member.
- (b) The Member shall co-operate fully in the defense of the claim or action, including, but not limited to, providing notice to the Producer within five (5) business days upon becoming aware of any claim or litigation, attending hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

ARTICLE TWENTY – TWO

Communications

Communications directed to any party are to be addressed to the addresses shown at the end of this Agreement and the parties will keep each other informed of any changes in address. Unless the Union is advised in writing of a change of address, any communication of any legal proceedings on the address indicated at the end of this Agreement or on the Bargaining Authorization and Voluntary Recognition Agreement shall be good and valid service.

ARTICLE TWENTY- THREE

Intent of Agreement

It is the purpose of this Agreement to set forth conditions of engagement to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances in order that there will be no impeding of work, work stoppages or strikes, or other interference with productions and company facilities during the life of this Agreement.

It is the further intent of this Agreement to facilitate harmonious relations between the Union, Member, the Producer and the Association and to this end the Agreement is signed in good faith by the parties. This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, receivers, successors and assigns.

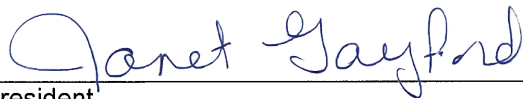
ARTICLE TWENTY- FOUR

Term

- (a) The Agreement shall come into effect on January 1, 2019 and shall expire on December 31, 2021, and it shall be automatically renewed from year to year thereafter unless written notice of intention to bargain or amend is given to the other party, within ninety (90) days of the expiry date of the Agreement (or its anniversary).
- (b) This Agreement applies to all Productions that open a production office on or after the effective date.

SIGNED BY THE UNION

Local 411 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (I.A.T.S.E. Local 411)
2087 Dundas Street East, Unit 104
Mississauga, Ontario L4X 2V7




President



Business Agent

SIGNED BY THE ASSOCIATION

Canadian Media Producers Association (CMPA)
1 Toronto Street, Suite 702
Toronto, Ontario M5C 2V6



Vice-President, National Industrial Relations and Senior Counsel

SCHEDULE “A”

The terms and conditions outlined in this Schedule “A” are applicable only to Craftservice Providers engaged by the Producer under this Agreement. These terms and conditions may be in addition to terms and conditions outlined in the main body of this Agreement. If there is a conflict between a term or condition in this Schedule “A” and a term or condition in the main body of the Agreement, then the term or condition in the Schedule shall prevail.

Article A1

JOB DESCRIPTION

As directed by the Producer, or his/her designate, who is not a representative of the Craftservice company, the Craftservice Department shall maintain the Craftservice truck, as well as set up and maintain a Craftservice station on or near the shooting set. From the craft truck and on-set station, the Craftservice Department will provide the shooting crew and cast with items as approved by the Producer or his/her designate, who is not a representative of the Craftservice company. The Craftservice Department will provide to cast or crew members, in a timely manner, appropriate items in accordance with other applicable union contracts. The Craftservice Department is responsible for ensuring that approved stock items are available and replenished as required and shall shop or direct the purchase of approved stock items under the direction of the Producer or his/her designate, who is not a representative of the Craftservice company. The Craftservice Department shall report significant stock discrepancies to the Producer immediately. When required, the Craftservice Department shall operate and drive the Craftservice truck as directed by the Producer or his/her designate, who is not a representative of the Craftservice company. The Craftservice Department will maintain both truck, and station in a sanitary manner, meeting or surpassing any Federal, Provincial or Municipal standards. Each Craftservice Provider engaged must possess a valid and current Food Handler’s Certificate from an accredited Safe Food Handling Program and any relevant licences and/or certificates that may be required by laws established at the location(s) the production is operating.

Article A2

CRAFTSERVICE PROVIDER PERSONNEL

A2.01 The number of Craftservice Providers engaged on a production shall be determined by the Producer in consultation with the Key Craftservice Provider engaged by the production. Such determination shall be based on the production schedule, crew size, shooting location, movement of the craft truck and any other factors deemed necessary by the Producer.

A2.02 The first (1st) weekly Craftservice Provider engaged shall be appointed, by the Producer or his/her designate, who is not a representative of the Craftservice company, as the Key.

A2.03 Craftservice Daily Call Dispatch System

- (a) If a Craftservice Provider is required for a daily call, the Producer shall call the Union office to furnish such Craftservice Provider via the Local 411 call steward service. All daily calls will be dispatched in the following manner: the first daily Craftservice Provider engaged shall be name selected by the Producer; should a second daily Craftservice Provider be required, they shall be dispatched by the Union on the rotating surname basis; should a third daily Craftservice Provider be required, they shall be name selected by the Producer. This pattern shall continue until all daily Craftservice Providers required by production are engaged.
- (b) With respect to the rotating surname basis, the Union will dispatch qualified and available Craftservice Providers by going through the list of Craftservice Providers who make themselves available to the Union each day in advance of work. Consistent with the pattern noted above, the call stewards will place the day's daily calls by starting with the surname that alphabetically follows the last daily call placed in this manner on the previous day. This process will continually cycle through the list alphabetically. Should a Craftservice member not be available or eligible for engagement the call steward system will carry on to the next name on the list. When the Union dispatches permittees, it will do so on the basis of the Producer or his/her designate, who is not a representative of the Craftservice company, having been granted the right of first refusal to "name-hire" such permittees. Should the Producer or his/her designate decline such name-hire, the Union may dispatch permittees as it chooses, subject to the requirement that the method of dispatch not be seniority-based.
- (c) At the request of either party, the Union and the CMPA will meet to review the call steward system.
- (d) No changes or modifications will be made to the call steward system without prior notice and approval of the CMPA.
- (e) The Union will maintain a fair and equitable dispatch of Craftservice Providers to all Producers, regardless of technical union affiliation.
- (f) In no way will the call system follow a seniority based system, as defined in the film and television industry, nor will seniority in any way be a factor in the call steward system.
- (g) The number of Craftservice Provider Daily Call Name Hires will follow the number of Craft Trucks in use.
- (h) Where there are two or more Craft Trucks on a production each truck will have its own Craftservice Provider Daily Name Hire count. A Main Unit Craftservice Provider Daily Name Hire will not prevent a second truck from having a Craftservice Provider Daily Name Hire.
- (i) The Producer may refuse to employ a Member dispatched by the Union if the Member has exceeded or will exceed the maximum hours of service as a result of such employment. Each Member shall track his or her hours of service and shall

not accept any call if he or she has exceeded or will exceed the maximum hours of service as a result of such employment.

- (j) If the Union is unable to furnish such Craftservice Provider, the Producer shall make other arrangements for engaging an individual provided the Producer:
 - (i) Informs the Union of its actions in writing no less than twenty-four (24) hours after any such individual commences work;
 - (ii) Makes all contributions, deductions and payments required under this Collective Agreement for such individual, effective from their date of engagement;

A2.04 Application for Work Permits:

- (a) In the event that the Producer makes a request to employ an individual who is not a Member of the Union, the Producer shall submit the request in writing along with the following information to the Union for consideration in the granting of the work permit:
 - 1) A completed Local 411 Work permit Application signed by the Applicant non-Member
 - 2) A description of the position to be held by the non-Member
 - 3) The reasons for the necessity of that individual to be permitted
 - 4) A list of credits or a resume of the requested non-Member; and
- (b) If it is necessary to employ individuals who are not Members of the Union, and the Producer has met the conditions in (a) above, and their presence is established to be necessary, the Union shall not unreasonably deny the granting of a work permit for a period not exceeding the duration of the production for which the Collective Agreement has been signed and only if the rates and conditions and/or terms of this Collective Agreement regarding the Union personnel have been met.
- (c) The Producer shall not employ any individual who is not a Member of the Union until the Producer has received a copy of the Work Permit endorsed by the Union.

- (d) The Producer shall remit any negotiated permit fees to the Union on a monthly basis, including a complete remittance breakdown, as follows:

Effective January 1, 2019 to December 31, 2020

Tier	Vacation Pay	Health and Welfare	Retirement	Training, Safety & Admin	Permit Fee	Total
A	4%	6%	2%	0.5%	5%	17.5%
B	4%	5.5%	2%	0.5%	5%	17%
C	4%	5%	2%	0.5%	5%	16.5%
D	4%	5%	2%	0.5%	5%	16.5%
E	4%	4.5%	2%	0.5%	5%	16%
F	4%	4.5%	2%	0.5%	5%	16%

Effective January 1, 2021 to December 31, 2021

Tier	Vacation Pay	Health and Welfare	Retirement	Training, Safety & Admin	Permit Fee	Total
A	4%	6%	3%	0.5%	5%	18.5%
B	4%	5.5%	3%	0.5%	5%	18%
C	4%	5%	3%	0.5%	5%	17.5%
D	4%	5%	3%	0.5%	5%	17.5%
E	4%	4.5%	3%	0.5%	5%	17%
F	4%	4.5%	3%	0.5%	5%	17%

A2.05 The Union and its Craftservice Provider members agree to regularly update the availability list of those Craftservice Providers who are available and qualified to accept an engagement. A Craftservice Provider who fails to notify the Union of any change in their availability status will be subjected to discipline pursuant to the Local's constitution and bylaws. The Union agrees to actively ensure that the availability list remains up to date.

A2.06 If a daily Craftservice Provider is engaged for five (5) days on the same production, such Craftservice Provider shall be retroactively deemed to be a weekly Craftservice Provider and paid accordingly except where such daily Craftservice Provider is primarily engaged to service background performers.

A2.07 A daily Craftservice Provider not engaged primarily to service background performers shall be paid one-fifth (1/5th) of the applicable weekly rate per day.

A2.08 A daily Craftservice Provider engaged primarily to service background performers shall be paid at the rate set out in Article A5.

- A2.09 A daily Craftservice Provider working as a replacement for a weekly Craftservice Provider shall be paid at the same rate as the Craftservice Provider being replaced.
- A2.10 A production may not call in a replacement Craftservice Provider in order to avoid a Craftservice Provider being deemed a weekly Craftservice Provider.
- A2.11 A Craftservice Provider who is assigned for a period of three (3) or more consecutive hours to a higher-paying job classification than the classification for which the Craftservice Provider was engaged shall receive the rate of remuneration for the higher classification for the day on which the Craftservice Provider performs such duties. For clarity, a Craftservice Provider will revert to their regular job classification the day following any upgrade unless notified to the contrary by the Producer or the Producer's duly authorized representative.

Article A3

CRAFTSERVICE PROVIDER HOURS OF WORK

A3.01 The normal working day shall be up to fourteen (14) consecutive hours of work inclusive of meal breaks. The Craftservice Provider shall be paid for all time worked from the time they report as and wherever directed, until they are released from work. For greater clarity, a Craftservice Provider who is requested by the Producer to pick up and drive a vehicle to a location shall be paid from the time they pick up the vehicle to the time they return the vehicle or return to their start work location.

A3.02 Overtime

Work during the fifteenth (15th) and sixteenth (16th) hour shall be paid at two (2) times the applicable daily rate divided by eleven (11) (i.e. contracted daily rate / 11_hours x 2). Work after the sixteenth (16th) hour shall be paid at three (3) times the applicable daily rate divided by eleven (11) (i.e. contracted daily rate / 11 hours x 3).

A3.03 Turnaround

The Craftservice Provider shall be given at least nine (9) hours off between the conclusion of one (1) shift and the commencement of their next shift ("turnaround"). Also, a Craftservice Provider shall be given at least forty-eight (48) hours off as weekend turnaround, based on a five (5) day work week.

Where the Craftservice Provider works six (6) consecutive days in a work week, there shall be a continuous thirty (30) hour rest period which includes the nine (9) hour turnaround above ("weekend turnaround").

When the sixth (6th) day worked occurs on the seventh (7th) day of the regular work week, there shall be a continuous thirty (30) hour rest period between the end of the shift on the fifth (5th) day and the commencement of the shift on the seventh (7th) day of the work week.

A3.04 (i) Regulatory Compliance

Before a Craftservice Provider is directed to move or drive a Craftservice or

production vehicle and after the Craftservice Provider has been on duty in excess of the time permitted under the *Ontario Highway Traffic Act* regulations, an additional Craftservice Provider shall be called, via the Local 411 call steward system, for a six (6) hour call. Such Craftservice Provider shall be paid one half ($\frac{1}{2}$) of one fifth ($\frac{1}{5^{\text{th}}}$) the applicable weekly rate per day if required to work six (6) hours or less. In the event the Craftservice Provider is required to work more than six (6) hours, the Craftservice Provider will be paid one fifth ($\frac{1}{5^{\text{th}}}$) the applicable Craftservice Provider weekly rate per day. This Craftservice Provider shall have access to any transportation already provided to and from the location.

(ii) Additional Duties

In a manner consistent with past practice, the Producer may elect to call, via the Local 411 Call Steward system, a Craftservice Provider for a six (6) hour call for increased numbers of background performers. When called to work in the case of background performers, the Craftservice Provider may be called to start work in advance of the majority of background performers' call time and the Craftservice Provider may be dismissed at wrap of the majority of background performers. Such Craftservice Provider shall be paid one half ($\frac{1}{2}$) of one fifth ($\frac{1}{5^{\text{th}}}$) the applicable weekly rate per day if required to work six (6) hours or less. In the event the Craftservice Provider is required to work more than six (6) hours, the Craftservice Provider will be paid one fifth ($\frac{1}{5^{\text{th}}}$) the applicable Craftservice Provider weekly rate per day.

With respect to either Article A3.04 (i) or (ii) above, it is not the intent of the parties to regularly schedule a six (6) hour call. Additionally, these Craftservice Providers may perform duties which are incidental to the purpose of their original call.

A3.05 Where more than one (1) Craftservice Provider is engaged, provided that at least one (1) of the Craftservice Providers who worked the previous five (5) days works the sixth (6th) and/or seventh (7th) day, the Producer in consultation with the Craftservice Provider shall determine which Craftservice Provider, if any at all, works the sixth (6th) and/or seventh (7th) day.

A3.06 Where a Craftservice Provider is required, by the Producer, or his/her designate, who is not a representative of the Craftservice company, to perform weekend cleaning, restocking, shopping, and the purchase-preparation of perishable foods for the ensuing week shall be paid at a minimum of four (4) hours the rate of one and one-half ($1\frac{1}{2}$) times on the sixth (6th) day of a five (5) day work week and at a minimum of four (4) hours at double time (2x) on the seventh (7th) day of a six (6) day work week. Any hours actually worked in excess of the four (4) hour minimum shall be paid at the applicable premium for either the sixth (6th) or seventh (7th) day, as the case may be. For greater clarity, work performed under this article, A3.07, does not trigger encroachment on those weekend turnaround periods identified in article A3.03 above.

A3.07 A Craftservice Provider may request a one hour set-up prior to craftservice "hot and ready" call time. A refusal by the Producer is not grievable.

Article A4

CRAFTSERVICE PROVIDER MEALS

A4.01 (a) Craftservice Providers are to receive a sixty (60) minute meal period, which shall be taken together, where possible, with the shooting crew or transportation department and is included in the paid consecutive hours of work as provided for in Article A3.01. In no event shall the meal period be less than thirty (30) minutes.

(b) Second and subsequent meal periods shall be no less than thirty (30) minutes and no more than sixty (60) minutes in duration, taken together, where possible, with the shooting crew or transportation department.

(c) In any event, a Craftservice Provider is entitled to a meal break after eight (8) hours after their individual call time. If the first meal is not available the Producer shall pay to the Craftservice Provider Seventeen Dollars and Fifty cents (\$17.50). If the second meal is not available within eight (8) hours of the completion of crew lunch, the Producer shall pay to the Craftservice Provider twenty dollars (\$20.00). There shall be a meal penalty for each missed meal break with a daily cap of thirty-seven dollars and fifty cents (\$37.50) combined for all meal penalties.

A4.02 When overnight accommodations for Craftservice Providers are required pursuant to Article Fifteen, the Craftservice Provider shall be paid a non-deductible *per diem* at the rate established for breakfast in the agreement applicable to technicians (e.g. gaffers, grips, etc.) who are engaged on the production.

Article A5

CRAFTSERVICE PROVIDER MINIMUM RATES

Effective January 1, 2019

WEEKLY RATES			DAILY RATES				
Tier	Key Craftserver Weekly Rate per Article A2.02	Assistant Craftserver Weekly Rate per Article A2.07	Tier	Key Craftserver Daily Rate per Article A2.02	Assistant Craftserver Daily Rate (1/5th weekly rate) per Article A2.07	BG Daily Rate per Article A2.08	6 Hour Call (BG or Driver) per Article A3.04 (i) and (ii)
A	\$1,732.05	\$1,652.46	A	\$346.41	\$330.49	\$256.14	\$165.25
B	\$1,656.94	\$1,577.34	B	\$331.39	\$315.47	\$256.14	\$157.73
C	\$1,596.85	\$1,517.24	C	\$319.37	\$303.45	\$230.52	\$151.72
D	\$1,530.88	\$1,451.28	D	\$306.18	\$290.26	\$224.12	\$145.13
E	\$1,398.97	\$1,319.36	E	\$279.79	\$263.87	\$217.71	\$131.94
F	Negotiable	Negotiable	F	Negotiable	Negotiable	Negotiable	Negotiable

Effective January 1, 2020

WEEKLY RATES			DAILY RATES				
Tier	Key Craftserver Weekly Rate per Article A2.02	Assistant Craftserver Weekly Rate per Article A2.07	Tier	Key Craftserver Daily Rate per Article A2.02	Assistant Craftserver Daily Rate (1/5 th weekly rate) per Article A2.07	BG Daily Rate per Article A2.08	6 Hour Call (BG or Driver) per Article A3.04 (i) and (ii)
A	\$1,784.01	\$1,702.03	A	\$356.80	\$340.41	\$263.82	\$170.20
B	\$1,706.65	\$1,624.66	B	\$341.33	\$324.93	\$263.82	\$162.47
C	\$1,644.76	\$1,562.76	C	\$328.95	\$312.55	\$237.44	\$156.28
D	\$1,576.81	\$1,494.82	D	\$315.36	\$298.96	\$230.84	\$149.48
E	\$1,440.94	\$1,358.94	E	\$288.19	\$271.79	\$224.24	\$135.89
F	Negotiable	Negotiable	F	Negotiable	Negotiable	Negotiable	Negotiable

Effective January 1, 2021

WEEKLY RATES			DAILY RATES				
Tier	Key Craftserver Weekly Rate per Article A2.02	Assistant Craftserver Weekly Rate per Article A2.07	Tier	Key Craftserver Daily Rate per Article A2.02	Assistant Craftserver Daily Rate (1/5 th weekly rate) per Article A2.07	BG Daily Rate per Article A2.08	6 Hour Call (BG or Driver) per Article A3.04 (i) and (ii)
A	\$1,819.69	\$1,736.07	A	\$363.94	\$347.21	\$269.10	\$173.61
B	\$1,740.78	\$1,657.15	B	\$348.16	\$331.43	\$269.10	\$165.72
C	\$1,677.66	\$1,594.02	C	\$335.53	\$318.80	\$242.19	\$159.40
D	\$1,608.35	\$1,524.72	D	\$321.67	\$304.94	\$235.46	\$152.47
E	\$1,469.76	\$1,386.12	E	\$293.95	\$277.22	\$228.72	\$138.61
F	Negotiable	Negotiable	F	Negotiable	Negotiable	Negotiable	Negotiable

SCHEDULE “B”

The terms and conditions outlined in this Schedule “B” are applicable only to Honeywagon Operators engaged by the Producer under this Agreement. These terms and conditions may be in addition to terms and conditions outlined in the main body of this Agreement. If there is a conflict between a term or condition in this Schedule “B” and a term or condition in the main body of the Agreement, then the term or condition in the Schedule shall prevail.

Article B1

JOB DESCRIPTION

As directed by the Producer or his/her designate, who is not a representative of the Honeywagon company, the Honeywagon Operator is solely responsible for the daily operation of the Honeywagon vehicle during the course of production. The Honeywagon Operator’s responsibilities shall include, but not be limited to: driving the vehicle to and from all locations or work sites; cleaning the vehicle inside and liaising with the transport department for any external cleaning; observing all regulated safety requirements pertaining to the vehicle; maintenance and ensuring the proper servicing of the vehicle as required or as directed; complete vehicle inspection prior to and after location moves; any seasonal weather maintenance or care and liaising with the production for additional duties or scheduling; and any other duties with respect to the Honeywagon that may be assigned from time to time by the Producer or his/her designate, who is not a representative of the Honeywagon company.

The Honeywagon Operator shall be responsible for the cleaning and maintenance of all dressing rooms, offices and washroom facilities on the Honeywagon vehicle. The Honeywagon Operator will also ensure all facilities have adequate supplies and if running low on supplies will notify the Producer or his/her designate, who is not a representative of the Honeywagon company to have supplies purchased or seek permission to leave set to purchase required items.

The maintenance and servicing of the vehicle shall include but not be limited to: checking all heating and air conditioning systems for functionality, ensuring all water, propane, gas, tire air are at acceptable or above levels, that all systems are working in the appropriate manner. The Honeywagon Operator will liaise with the Producer or his/her designate, who is not a representative of the Honeywagon company, regarding any maintenance or servicing that is required that may interfere with the running of the vehicle during production.

Seasonal requirements refer to any weather related maintenance on the vehicle i.e. to clear snow or ice from the vehicle, steps, ensuring heat/air work as required and follow the appropriate safety guidelines.

The Honeywagon Operator shall observe all Ministry of Labour and Ministry of Transportation guidelines pertaining to safety requirements and operation of the vehicle. The Honeywagon Operator will maintain all relevant logs and trucking checklists regarding the vehicle as required. Each Honeywagon Operator engaged must possess a valid and current driver’s licence applicable to the Honeywagon and any relevant licences and/or

certificates that may be required by laws established at the location(s) the production is operating.

Article B2

HONEYWAGON OPERATOR PERSONNEL

B2.01 The Association and Producer agree that the Producer shall engage only qualified union members as Honeywagon Operators subject to Article Four, Section (a)(ii).

B2.02 One (1) Honeywagon Operator may be responsible for two (2) adjacent Honeywagons. In these circumstances the Honeywagon Operator shall be paid at straight time for being responsible for both Honeywagons.

At no time, shall a Honeywagon that is in use be left unattended.

B2.03 Subject to Article B2.01, the Honeywagon Operator shall be selected by the Producer or his/her designate, who is not a representative of the Honeywagon company.

Article B3

HONEYWAGON OPERATOR HOURS OF WORK

B3.01 The normal working day shall be up to fourteen (14) consecutive hours of work inclusive of meal breaks. Honeywagon Operators shall be paid for all time worked from the time they report as and wherever directed until they are released from work. There will be no splitting of shifts. The working day shall begin twelve (12) minutes prior to the Transportation Department's hot and ready time (as it is understood within the industry) and shall be concluded after the Assistant Director's office is closed, when said office is located in the Honeywagon.

B3.02 A Honeywagon Operator may be brought in for a six (6) hour call, paid at half the straight time daily rate, to pick-up/drop-off the Honeywagon to/from the production office and load/unload the Honeywagon with items including but not limited to: office materials, walkie-talkies, fax machines or other electronic devices, cable etc. and clean the Honeywagon and shall exclude movement to the shooting location. Such six (6) hour calls shall not constitute a day of work for the purpose of calculating sixth (6th) or seventh (7th) day premiums.

Where a Honeywagon Operator is required to move a Honeywagon, which is not participating in a shooting unit's day, to or from a shooting location, or works in excess of the six (6) hour call referenced above, the call shall revert to a ten (10) hour call paid at seventy percent (70%) of the applicable daily rate. If a Honeywagon Operator works in excess of ten (10) hours the call shall revert to a fourteen (14) hour call as per Article B3.01 above.

B3.03 Overtime

Regardless of when worked, overtime shall be paid at the rate as set out in Article B5.

B3.04 Turnaround

The Honeywagon Operator shall be given at least nine (9) hours off between the conclusion of one (1) shift and the commencement of their next shift ("turnaround"). Also, the Honeywagon Operator shall be given at least forty-eight (48) hours off as weekend turnaround, based on a five (5) day work week.

Where the Honeywagon Operator works six (6) consecutive days in a work week, there shall be a continuous thirty (30) hour rest period which includes the nine (9) hour turnaround above ("weekend turnaround").

When the sixth (6th) day worked occurs on the seventh (7th) day of the regular work week, there shall be a continuous thirty (30) hour rest period between the end of the shift on the fifth (5th) day and the commencement of the shift on the seventh (7th) day of the work week.

B3.05 (i) Regulatory Compliance (Unit Mover)

When the Producer anticipates that a Honeywagon Operator will be on duty in excess of the time permitted under any regulations under the Highway Traffic Act, another Honeywagon Operator ("the Relief Honeywagon Operator") may be called. The Relief Honeywagon Operator shall be paid at the rate set out in Article B5, if required to work seven (7) hours or less to perform bargaining unit work. At camera wrap, the Relief Honeywagon Operator will take control of the Honeywagon. At that time, the original Honeywagon Operator may, at the Producer's discretion, be released. Should the Relief Honeywagon Operator be required to work more than seven (7) hours, the Relief Honeywagon Operator will be paid the applicable daily rate. Relief Honeywagon Operators shall have access to any transportation already provided to and from the location.

(ii) In accordance with Article B2, all Relief Honeywagon Operators shall be members in good standing of the Union. In the event a Relief Honeywagon Operator, who is a member of the Union is not available, the production may assign the unit move to whomever it wishes.

B3.06 Where a Honeywagon Operator is required by the Producer, or his/her designate, who is not a representative of the Honeywagon company, to perform any services on the Honeywagon(s) on scheduled days off shall be paid at the applicable rate set out in Article B5 or at a minimum of four (4) hours the rate of one and one-half (1½) times on the sixth (6th) day of a five (5) day work week and at a minimum of four (4) hours at double time (2x) on the seventh (7th) day of a five (5) day work week. Any hours actually worked in excess of the four (4) hour minimum shall be paid at the applicable premium for either the sixth (6th) or seventh (7th) day, as the case may be.

Article B4

HONEYWAGON OPERATOR MEALS

B4.01 (a) All Honeywagon Operators are to receive a sixty (60) minute meal period, subject to the same penalties as the technicians engaged on the production.

(b) Second and subsequent meal periods shall be no less than thirty (30) minutes and no more than sixty (60) minutes in duration.

(c) In any event, a Honeywagon Operator is entitled to a meal break after six (6) hours. If the first meal is not available, the Honeywagon Operators shall be reimbursed in the amount of seventeen dollars and fifty cents (\$17.50).Article B5

HONEYWAGON OPERATOR MINIMUM RATES

Effective January 1, 2019

WEEKLY RATE		DAILY RATES					
Tier	Weekly Rate	Tier	Daily Rate (1/5th weekly rate)	6 Hour Call Rate per Article B3.02	10 Hour Call Rate per Article B3.02	Regulatory Compliance Rate per Article B3.05	Overtime Rate
A	\$1,632.87	A	\$326.57	\$163.28	\$228.59	\$192.74	\$50.00
B	\$1,568.83	B	\$313.76	\$156.89	\$219.64	\$192.74	\$50.00
C	\$1,538.35	C	\$307.66	\$153.84	\$215.37	\$192.74	\$50.00
D	\$1,492.05	D	\$298.41	\$149.21	\$208.90	\$192.74	\$50.00
E	\$1,460.97	E	\$292.20	\$146.09	\$204.53	\$192.74	\$50.00
F	Negotiable	F	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

SCHEDULE "C"

BUDGET TIERS

Theatrical Motion Pictures

<u>Tier</u>	<u>January 1, 2019– December 31, 2019</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	<u>\$11,496,547</u>	<u>and over</u>
<u>B</u>	<u>\$6,400,915</u>	<u>\$11,496,546</u>
<u>C</u>	<u>\$3,915,854</u>	<u>\$6,400,914</u>
<u>D</u>	<u>\$2,534,287</u>	<u>\$3,915,853</u>
<u>E</u>	<u>\$1,327,490</u>	<u>\$2,534,286</u>
<u>F</u>	<u>Under</u>	<u>\$1,327,489</u>

<u>Tier</u>	<u>January 1, 2020– December 31, 2020</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	<u>\$11,841,443</u>	<u>and over</u>
<u>B</u>	<u>\$6,592,942</u>	<u>\$11,841,442</u>
<u>C</u>	<u>\$4,033,330</u>	<u>\$6,592,941</u>
<u>D</u>	<u>\$2,610,316</u>	<u>\$4,033,329</u>
<u>E</u>	<u>\$1,367,315</u>	<u>\$2,610,315</u>
<u>F</u>	<u>Under</u>	<u>\$1,367,314</u>

<u>Tier</u>	<u>January 1, 2021– December 31, 2021</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	<u>\$12,196,686</u>	<u>and over</u>
<u>B</u>	<u>\$6,790,730</u>	<u>\$12,196,685</u>
<u>C</u>	<u>\$4,154,330</u>	<u>\$6,790,729</u>
<u>D</u>	<u>\$2,688,625</u>	<u>\$4,154,329</u>
<u>E</u>	<u>\$1,408,334</u>	<u>\$2,688,624</u>
<u>F</u>	<u>Under</u>	<u>\$1,408,333</u>

Television Motion Pictures

<u>Tier</u>	<u>January 1, 2019 – December 31, 2019</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	<u>\$8,614,879</u>	<u>and over</u>
<u>B</u>	<u>\$6,461,159</u>	<u>\$8,614,878</u>
<u>C</u>	<u>\$3,589,532</u>	<u>\$6,461,158</u>
<u>D</u>	<u>\$2,534,287</u>	<u>\$3,589,531</u>
<u>E</u>	<u>\$1,327,490</u>	<u>\$2,534,286</u>
<u>F</u>	<u>Under</u>	<u>\$1,327,489</u>

<u>Tier</u>	<u>January 1, 2020 – December 31, 2020</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	<u>\$8,873,325</u>	<u>and over</u>
<u>B</u>	<u>\$6,654,994</u>	<u>\$8,873,324</u>
<u>C</u>	<u>\$3,697,218</u>	<u>\$6,654,993</u>
<u>D</u>	<u>\$2,610,316</u>	<u>\$3,697,217</u>
<u>E</u>	<u>\$1,367,315</u>	<u>\$2,610,315</u>
<u>F</u>	<u>Under</u>	<u>\$1,367,314</u>

<u>Tier</u>	<u>January 1, 2021 – December 31, 2021</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	<u>\$9,139,525</u>	<u>and over</u>
<u>B</u>	<u>\$6,854,644</u>	<u>\$9,139,524</u>
<u>C</u>	<u>\$3,808,135</u>	<u>\$6,854,643</u>
<u>D</u>	<u>\$2,688,625</u>	<u>\$3,808,134</u>
<u>E</u>	<u>\$1,408,334</u>	<u>\$2,688,624</u>
<u>F</u>	<u>Under</u>	<u>\$1,408,333</u>

Mini-Series (per 2 hours of broadcast time)

<u>Tier</u>	<u>January 1, 2019 – December 31, 2019</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	\$6,902,948	and over
<u>B</u>	\$5,020,326	\$6,902,947
<u>C</u>	\$3,765,244	\$5,020,325
<u>D</u>	\$2,534,288	\$3,765,243
<u>E</u>	\$1,327,490	\$2,534,287
<u>F</u>	Under	\$1,327,489

<u>Tier</u>	<u>January 1, 2020 – December 31, 2020</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	\$7,110,036	and over
<u>B</u>	\$5,170,936	\$7,110,035
<u>C</u>	\$3,878,201	\$5,170,935
<u>D</u>	\$2,610,317	\$3,878,200
<u>E</u>	\$1,367,315	\$2,610,316
<u>F</u>	Under	\$1,367,314

<u>Tier</u>	<u>January 1, 2021 – December 31, 2021</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	\$7,323,337	and over
<u>B</u>	\$5,326,064	\$7,323,336
<u>C</u>	\$3,994,547	\$5,326,063
<u>D</u>	\$2,688,627	\$3,994,546
<u>E</u>	\$1,408,334	\$2,688,626
<u>F</u>	Under	\$1,408,333

Television Series (1 hour)

<u>Tier</u>	<u>January 1, 2019 – December 31, 2019</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	\$1,832,418	and over
<u>B</u>	\$1,443,343	\$1,832,417
<u>C</u>	\$1,016,616	\$1,443,342
<u>D</u>	\$652,642	\$1,016,615
<u>E</u>	\$271,532	\$652,641
<u>F</u>	Under	\$271,531

<u>Tier</u>	<u>January 1, 2020 – December 31, 2020</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	\$1,887,391	and over
<u>B</u>	\$1,486,643	\$1,887,390
<u>C</u>	\$1,047,114	\$1,486,642
<u>D</u>	\$672,221	\$1,047,113
<u>E</u>	\$279,678	\$672,220
<u>F</u>	Under	\$279,677

<u>Tier</u>	<u>January 1, 2021 – December 31, 2021</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	\$1,944,013	and over
<u>B</u>	\$1,531,242	\$1,944,012
<u>C</u>	\$1,078,527	\$1,531,241
<u>D</u>	\$692,388	\$1,078,526
<u>E</u>	\$288,068	\$692,387
<u>F</u>	Under	\$288,067

Television Series (1/2 hour)

<u>Tier</u>	<u>January 1, 2019 – December 31, 2019</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	<u>\$1,104,471</u>	<u>and over</u>
<u>B</u>	<u>\$803,253</u>	<u>\$1,104,470</u>
<u>C</u>	<u>\$552,236</u>	<u>\$803,252</u>
<u>D</u>	<u>\$401,627</u>	<u>\$552,235</u>
<u>E</u>	<u>\$150,851</u>	<u>\$401,626</u>
<u>F</u>	<u>Under</u>	<u>\$150,850</u>

<u>Tier</u>	<u>January 1, 2020 – December 31, 2020</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	<u>\$1,137,605</u>	<u>and over</u>
<u>B</u>	<u>\$827,351</u>	<u>\$1,137,604</u>
<u>C</u>	<u>\$568,803</u>	<u>\$827,350</u>
<u>D</u>	<u>\$413,676</u>	<u>\$568,802</u>
<u>E</u>	<u>\$155,377</u>	<u>\$413,675</u>
<u>F</u>	<u>Under</u>	<u>\$155,376</u>

<u>Tier</u>	<u>January 1, 2021 – December 31, 2021</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	<u>\$1,171,733</u>	<u>and over</u>
<u>B</u>	<u>\$852,172</u>	<u>\$1,171,732</u>
<u>C</u>	<u>\$585,867</u>	<u>\$852,171</u>
<u>D</u>	<u>\$426,086</u>	<u>\$585,866</u>
<u>E</u>	<u>\$160,038</u>	<u>\$426,085</u>
<u>F</u>	<u>Under</u>	<u>\$160,037</u>

Serial and Strip Programs (1 hour)

<u>Tier</u>	<u>January 1, 2019 – December 31, 2019</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	<u>\$1,154,673</u>	<u>and over</u>
<u>B</u>	<u>\$1,016,134</u>	<u>\$1,154,672</u>
<u>C</u>	<u>\$727,946</u>	<u>\$1,016,133</u>
<u>D</u>	<u>\$288,668</u>	<u>\$727,945</u>
<u>E</u>	<u>\$229,292</u>	<u>\$288,667</u>
<u>F</u>	<u>Under</u>	<u>\$229,291</u>

<u>Tier</u>	<u>January 1, 2020 – December 31, 2020</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	<u>\$1,189,313</u>	<u>and over</u>
<u>B</u>	<u>\$1,046,618</u>	<u>\$1,189,312</u>
<u>C</u>	<u>\$749,784</u>	<u>\$1,046,617</u>
<u>D</u>	<u>\$297,328</u>	<u>\$749,783</u>
<u>E</u>	<u>\$236,171</u>	<u>\$297,327</u>
<u>F</u>	<u>Under</u>	<u>\$236,170</u>

<u>Tier</u>	<u>January 1, 2021 – December 31, 2021</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	<u>\$1,224,992</u>	<u>and over</u>
<u>B</u>	<u>\$1,078,017</u>	<u>\$1,224,991</u>
<u>C</u>	<u>\$772,278</u>	<u>\$1,078,016</u>
<u>D</u>	<u>\$306,248</u>	<u>\$772,277</u>
<u>E</u>	<u>\$243,256</u>	<u>\$306,247</u>
<u>F</u>	<u>Under</u>	<u>\$243,255</u>

Serial and Strip Programs (1/2 hour)

<u>Tier</u>	<u>January 1, 2019 – December 31, 2019</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	\$577,337	and over
<u>B</u>	\$514,584	\$577,336
<u>C</u>	\$363,973	\$514,583
<u>D</u>	\$225,914	\$363,972
<u>E</u>	\$132,748	\$225,913
<u>F</u>	Under	\$132,747

<u>Tier</u>	<u>January 1, 2020 – December 31, 2020</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	\$594,657	and over
<u>B</u>	\$530,022	\$594,656
<u>C</u>	\$374,892	\$530,020
<u>D</u>	\$232,691	\$374,891
<u>E</u>	\$136,730	\$232,690
<u>F</u>	Under	\$136,729

<u>Tier</u>	<u>January 1, 2021 – December 31, 2021</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>	\$612,497	and over
<u>B</u>	\$545,923	\$612,496
<u>C</u>	\$386,139	\$545,922
<u>D</u>	\$239,672	\$386,138
<u>E</u>	\$140,832	\$239,671
<u>F</u>	Under	\$140,831

New Media (webisodes/podcasts/interstitials, etc.)

<u>Tier</u>	<u>January 1, 2019 – December 31, 2021</u>	
	<u>FROM</u>	<u>TO</u>
<u>A</u>		
<u>B</u>	Refer To Side Letter No. 1	
<u>C</u>		
<u>D</u>		
<u>E</u>		
<u>F</u>		

SCHEDULE "D"

BARGAINING AUTHORIZATION & VOLUNTARY RECOGNITION AGREEMENT

Prior to contracting a Craftservice Provider or a Honeywagon Operator, a Producer who agrees to become a party to this Collective Agreement shall sign a Bargaining Authorization and Voluntary Recognition Agreement as follows on the Producer's letterhead and forward it to the Union. This Bargaining Authorization and Voluntary Recognition Agreement shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of the Collective Agreement where such Producer is involved in the production of a Motion Picture during the life of the Collective Agreement.

It is agreed that by signing this Bargaining Authorization and Voluntary Recognition Agreement the Producer is only obligated to engage those Craftservice Providers and/or Honeywagon Operators as are required by production. For greater clarity, a production that requires neither Craftservice Providers nor Honeywagon Operators shall not be obligated to engage same.

I, _____ (Insert name of individual) on behalf of the Producer hereby acknowledge receipt of the Collective Agreement ("the Agreement") covering Union members engaged as a Craftservice Providers and Honeywagon Operators in theatrical films, and television programs and other Production between the Canadian Media Producers Association (the "CMPA") and Local 411 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts (the "Union") and state that I am authorized to execute this Agreement on behalf of _____, (the "Producer") with respect to a Production currently titled _____.

Production type: Theatrical Motion Picture _____ Television Motion Picture _____
Mini-Series _____ Television Series (1 Hour) _____
Television Series (1/2 Hour) _____ Serial/Strip (1 Hour) _____
Serial/Strip (1/2 Hour) _____ New Media _____

Budget Tier: A _____ B _____ C _____ D _____ E _____ F _____

Platform of Exhibition: Theatrical _____ Free Television _____
Pay Television _____ Cable Television _____
Compact Devices _____ New Media _____

The Producer hereby acknowledges that, by executing this Bargaining Authorization and Voluntary Recognition Agreement, it is becoming signatory to the Collective Agreement. The Producer agrees to abide by and conform to all the terms and conditions contained therein.

The Producer recognizes that the Union is the exclusive bargaining agent of Craftservice Providers and Honeywagon Operators and recognizes the CMPA as the Producer's sole and exclusive bargaining agent.

Please check one of the following:

1) For CMPA Members:

____ The Producer hereby certifies that it is a member in good standing of the CMPA:

Membership No. _____

By signing this document, the Producer appoints the CMPA as its exclusive bargaining agent, authorized to bargain on its behalf, and agrees that it shall be bound by the terms and conditions of the Agreement, which is the result of collective bargaining between, and which has been ratified by, the CMPA and the Union.

OR:

2) ____ The Producer hereby certifies that it is not a member in good standing of the CMPA.

When executed by a Producer the terms of this agreement form a contract to which the Union, the Producer and the CMPA are all parties and each party agrees to abide by its rights and obligations created under this contract.

Dated this _____ day of _____, 20-__.

(Name of Signatory Producer)

(Address of Signatory Producer)

(Phone and fax number of Signatory Producer)

(Authorized Signature)

(Print or type name of Authorized Signatory)

Receipt of the above Bargaining Authorization and Voluntary Recognition Agreement is hereby confirmed by the Union.

(Authorized Signature)

(Print or type name of Authorized Signatory)

(Date)

A copy of this Bargaining Authorization and Voluntary Recognition Agreement shall be forwarded to the CMPA.

SCHEDULE "E"
CERTIFIED BUDGET

The undersigned _____
(insert name of Completion Guarantor)

is the Completion Guarantor for _____
(insert name of production)

being produced by _____
(insert name of production company)

We certify that the budget dated _____ having a total production cost
(above and below-the-line, all amortized and episodic expenses) of

_____ is the budget approved by us for this production.
(insert grand total)

For series, indicate # of episodes _____

For co-productions, please complete the following:

The production titled _____

is a co-production. Yes _____ No _____.

This budget figure represents the total production cost, total herein defined as costs incurred by all Producers. Yes _____ No _____.

Dated this _____ day of _____, 20 _____.

(Signature of signing officer)

(Print or type name)

SCHEDULE "F"

CORPORATE GUARANTEE

RE: " _____ "

This letter is to set out the terms of an agreement reached between _____ "the Company" and IATSE Local 411 ("Union"). This agreement applies to the production presently entitled " _____ " (the "Production") to be produced by _____, ("Producer").

In consideration of the Union waiving the posting of a performance bond by Producer for the Production, "the Company" guarantees payment to the Union of all present and future debts, liabilities, and obligations due or owing to the Union from or by Producer in connection with the Production that would normally be covered by the posting of a performance bond pursuant to the collective agreement signed between Producer and the Union and the amendments thereto.

It is agreed that this is a continuing guarantee and will cover and secure any ultimate balance owing to the Union in connection with the Production, which would normally be covered by the posting of a performance bond, but the Union is not obliged to exhaust its recourse against Producer before being entitled to payment by the Company of all and every debt, liability, and obligation of Producer guaranteed herein.

If, at any time, payment of an amount guaranteed herein is in default, the Union shall deliver to the Company a formal demand in writing outlining the specific sum involved and particulars of the default. On receipt of such demand the Company shall forthwith pay to the Union the sum set out in such notice, less any amounts with respect to which there is a *bona fide* dispute, in which case the Company shall advise the Union of such dispute and provide a written explanation for the Company's position with respect to the subject matter of the *bona fide* dispute.

If any amounts, other than an amount which is subject to a *bona fide* dispute, remain in default for more than two (2) business days after the Company has been served with the demand provided for above, the Union shall have the unilateral right to terminate this Agreement and the Producer shall be required to immediately post a performance bond equal to two weeks' minimum scale remuneration for each member or permittee engaged by the Producer to be held in trust by the Union for the protection of its members.

This agreement forms an amendment to the collective agreement and the amendments thereto signed between the Union and Producer for the production.

This contract between the Company and the Union will be construed in accordance with the laws of the Province of Ontario and this contract shall be deemed to have been made in Ontario.

Signed and dated this _____ day of _____, 20____.

_____ (“the Company”) IATSE Local 411

Per: _____
Company Signing Officer Signature

Per: _____
IATSE Local 411 Signing Officer Signature

Print Name & Title

Print name & Title

SCHEDULE "G"

LIST OF ADHERED PRODUCERS

(see Article 2 (c))

1801231 Ontario Inc.	Awakening Films, A Division of Hannah-Rachel Production Services Limited
1819410 Ontario Inc.	
1990 Truth Films Inc.	
2076056 Ontario Inc.	B
2086411 Ontario Ltd.	Back Again Productions (Ontario) Inc.
2262730 Ontario Ltd.	Backup Canada Productions Ltd.
2381356 Ontario Inc.	Backstage Productions (Season I) Inc.
2469399 Ontario Ltd.	Backstage Productions (Season II) Inc.
7016531 Canada Inc.	Barrens Productions Inc.
7093438 Canada Inc.	BATB Productions Inc.
7279337 Canada Inc.	BATB II Productions Inc.
8002614 Canada Inc.	BATB III Productions Inc.
	BATB IV Productions Inc.
A	Bedford Productions Inc.
A G Films Canada Inc.	Being Erica II Productions Ltd.
Aaliyah Productions Inc.	Being Erica III Productions Limited
Abroad Production Inc.	Being Erica IV Productions Limited
Accent Five Productions Inc.	Best Man Productions Inc.
Accent-KITH Productions Ltd.	Best Years Productions Inc.
Accidental Productions (API) Inc.	Best Years 2 Productions Inc.
Adoration Productions Inc.	BFB Productions Canada Inc.
ADLADS Films Canada Inc.	Billable Hours II Productions
AG Productions ULC	Billable Hours III Productions
Alice Productions (Muse) Inc.	Billable Hours Productions Limited
Almanack Productions Inc.	Blank of the Dead Productions
Almost Productions Limited	Block 16 Productions Inc.
Altered Boys Productions Inc.	BLP Productions Ltd.
Angel On Campus Productions Ltd.	BMV Films API Inc.
Anne Prequel Productions Inc.	Bo Series Inc.
Anon Film Productions Canada Inc.	Bo Series 2 Inc./Bo Series 2B Inc.
AP 13 Productions Inc.	Bo Series 3 Inc.
Arcaders Productions Ltd	Bo Series 4 Inc.
Arletta (Copperheart) Productions Inc.	Bo TV Pilot Productions Inc.
Automatic Pictures Inc.	Bomb Girl MOW Productions (Ontario) Inc.
Awakening Films	Bomb Girl Productions (Ontario) Inc.

Bomb Girls II Productions (Ontario) Inc.
Bookey's Mark Inc.
Booky II Inc.
Booky III Inc.
Border Season Two Inc.
Boy Girl Productions Canada Limited
Brass I Productions Inc.
Brass Productions Inc./990 Multi Media Entertainment Company Inc.
Breakaway Productions Inc.
Breakout Kings Productions Ltd.
Breakout Kings Series Productions Ltd.
Bridal Fever Productions Inc.
Broomsticks Productions Ltd.
BTB Blue Productions Ltd.
Buckout Productions Ltd.
Bull Productions Inc.
BVT Productions Inc.
C
C/P Awake Productions Inc.
C/P Family Productions Inc.
C/P Teardrop Productions Inc.
C/P Tifpro II Productions Inc.
C/P Voices Prod's Inc.
C/P Voices Productions Inc.
C/P Wide Awake Productions Inc.
Camille Productions Inc.
Castor Productions Inc.
Cent Productions Inc.
Charlie Bartlett Productions Inc.
Chart Topping Productions Inc.
Cinebridge Productions Inc.
Cineflix (Copper 2) Inc.
Cineflix (Copper) Inc.
CJ Abracadebra Productions Inc.
Cliffwood Productions Ltd.
C-Lot Productions (Ontario) Inc.
CN Pilot Productions Inc.

CN Pilot Productions Ltd.
Cobu Productions Inc.
Code 2 Productions Inc.
Coin Flip Productions Ltd.
Colder Than Jersey Productions Inc.
Colony Productions (Ontario) Inc.
Committed Productions Inc.
Compulsion Films Inc.
Connor Undercover II Inc.
Cosmopolis Productions Inc.
Cottage Country Productions Inc.
Cracked Season One Inc.
Cracked Season Two Inc.
Cracker Jack Pilot Productions Inc.
CTR Canada Ltd.
CTR Productions Ltd.
D
D4M Productions Inc.
Dairy Road Productions Inc.
Damien TV Productions Ltd.
Darcy II Productions Limited
Darcy Productions Limited
Darius - Gospel Productions Inc.
Darius-BGE Productions Inc.
Darius Esew Productions Inc.
Darius-Gospel Productions Inc.
Dark Matter Series Inc.
Dark Matter Series 2 Inc.
Dark Matter Series 3 Inc.
Davis Films/Impact Inc.
Davis Films/Impact Pictures (RE5) Inc.
DCTV Mulmur Between Productions Inc.
DCTV Mulmur Between 2 Productions Inc.
Debug (Copperheart) Productions Inc.
Decode/Buzz Productions 3 Inc.
DeMilo Productions (Mama) Inc.
Designated I Ltd.
DHX/Befriend and Betray Productions Inc.

DHX-Exchange Productions Inc.
DHX-Exchange Productions II Inc.
DHX-Exchange Productions III Inc.
DHX/Satisfaction Productions Inc.
DHX/Satisfaction Productions 1 Inc.
Digerati Films Inc.
Dirty Road Productions Inc.
Diverted Prod. Inc.
Diverted Productions Inc.
Dogpatch Productions Ltd.
Doheny Productions Inc.
Donnie Is A Man Productions Inc.
Doomstown Productions Inc.
Dotcom Films Inc.
Double Agent Productions Inc.
Dozen Canada Productions Inc.
Dozen Canada Productions Ltd.
Dr. Cabbie Films Ltd.
Driver For Hire (QVF) Inc.
Dublin Productions Inc.
E
Ecstasy Film Production Services
Edwin Boyd Productions Inc.
Eleventh Hour Prod. Inc.
Eleventh Hour Productions Inc.
Engagement Productions Inc.
Engagement Productions Ltd.
Engels I Productions Inc.
Entertainment One
Epitome Pictures Inc.
Epitome Screen Productions Inc.
Euclid 431 Pictures
Evel Films Inc.
Expanding Universe Productions Ltd.
Expanding Universe Productions 2 Ltd.
Eyewitness North Productions Inc.
F

F Word Productions Inc.
Fat Wedding Productions Inc.
Film Tryst Inc.
Fir Crazy Productions Inc.
Flashpoint Season I Productions Inc.
Flashpoint Season II Productions Inc.
Flashpoint Season III Productions Inc.
Flashpoint Season IV Productions Inc.
Flashpoint Season V Productions Inc.
Food Market Films Inc.
Four Brothers Films Inc.
Four Minute Productions Inc.
Foxfire Productions Inc.
Fresh Start Productions Ltd.
Fringe Element Films Inc.
Front St. Films
Fugitive Pieces Productions Inc.
G
Gables 23 Productions Inc.
Gabriel Simon Production Services Limited
GEP Defiance Inc.
GEP Heroes Reborn Inc.
GEP Productions Inc.
GEP Suits Inc.
GEP 12 Monkeys Inc.
GEP 12 Monkeys B Inc.
Ghostly Productions Ltd.
Gigi II Productions Inc.
Gilead Productions Inc.
Go Girl Television Prods. Inc.
Go Girl Televisions Productions Inc.
Go Jump Productions Inc.
Good Witch Productions Inc.
Good Witch One Productions Inc.
Good Witch II Productions Inc.
Good Witch III Productions Inc.
Good Witch (IV) Productions Inc.
Good Witch (VII) Productions Inc.

Good Witches Productions Inc.
Good Witch Weds Productions Inc.
Goon 2 Productions Inc.
Grandpa Productions Limited
H
H.S. Productions (Ontario) Inc.
Hamilton-Mehta Beeba Productions Inc.
Hamilton-Mehta Productions Inc.
Hannah Rachel Production Services Limited
Haunted Peak Inc. / Gothic Manor US, LLC
Haunter (Copperheart) Productions Inc.
Haven 5 Productions Inc.
Hellions Productions Incorporated
Hello It's Me Productions Inc.
High Calibre Productions Inc.
Him Productions Inc.
HM1 Productions Inc.
Home Again Film Productions Inc.
Hope Zee One Inc.
Hope Zee Two Inc.
Hope Zee Three Inc.
Hope Zee Four Inc.
Hope Zee Five Inc.
Horse and Girl Productions Inc.
HTS Productions Inc.
I
Ice World Productions Inc.
Idaho Productions Ltd.
Impact Films (Canada) Inc.
Indie 1 Inc.
Indie 2 Inc.
Intermittent Productions Ltd.
Invasion Productions Inc.
Investigator (Series 1) Productions Inc.
Investigator (Series 1) Prods Inc.
Investigator (Whizbang) Productions Inc.

IYD Productions Inc.
J
JCardinal Productions Inc.
JHC Productions Inc.
Joe's Daughter Inc.
John A. Productions (IGP) Inc.
Jump Roping Productions Ltd.
K
KCUS Productions Inc.
Kennedys Productions (Ontario) Inc.
Kevin Hill Productions Ltd.
Kevin Hill Productions Ltd. Yr. 1
Kick Ass 2 Productions Inc.
Kickass Productions Inc.
Killjoys Productions Ltd.
Killjoys II Productions Limited
Killjoys III Productions Limited
Kim I Productions Inc.
Kin Productions Inc.
King Film Productions II Inc.
King Films Productions 1 Inc.
Kinky Hair Productions Inc.
Kinky Hair II Productions Inc.
Kodachrome Productions Inc.
L
Lars Productions Inc.
LB (Gen One) Canada Inc.
LIFE (Gen One) Canada Inc.
Life With Derek III Inc.
Life With Derek IV Inc.
Little Mosque Productions
Little Mosque Productions II Ontario Inc.
Little Mosque Productions III Ontario Inc.
Little Mosque Productions IV Ontario Inc.
Little Mosque Productions V Ontario Inc.
Little Mosque Productions VI Ontario Inc.

Lockhem Productions Inc.
Lockhem 3 Productions Inc
Love Bugs Productions Canada Inc.
Love Child Productions Inc.
LWB Productions Inc.
LWB II Productions Inc.
M
Mackerel Pie Pictures
Made Productions Inc.
Made In The Shade Productions Inc.
Magical Garden (Whizbang) Productions Inc.
Magnus Echelon Productions Inc.
Magnus Echelon 2 Productions Inc.
Marilyn Productions Inc.
Mark Winemaker (Warehouse 13)
Max & Shred Productions Inc.
Max & Shred 2 Productions Inc.
Mayday Productions Inc.
MBV Productions Inc.
MBV Productions (Season I) Inc.
MBV Productions (Season II) Inc.
Mega Omaha Films, Inc
MH & S Productions Inc.
MH Wizzle Productions Inc.
Midsun Productions (Ontario) Inc.
Million Productions (Muse) Inc.
Millions Productions (Muse) Inc.
Milton's Secret Productions Inc.
Minority Report TV Productions Ltd
Missing Productions II Corp.
Missing Productions III Corp.
Miss Sloane Productions Inc.
MKP Productions Inc.
Molly Films Inc.
Molly's Movie Ltd.
Movie Venture 6 Inc.
MS1 Films

MSW Television Productions Inc.
MSW 3 Television Productions Inc.
Mulmer's Hocket Musical Inc.
Mulmer's One Week Inc.
Mulmur's Still Inc.
Murdoch Online VI
MVL Incredible Productions Canada, Inc.
N
NB Christmas Productions (Muse) Inc.
Newsprint Productions, Inc.
Nikita Films, A Division of Hannah Rachel Production Services Inc.
Nine Time Productions Inc.
North Port Productions
Northwood Anne Inc.
Not Ready Productions Inc.
Not A Real Company Productions Inc.
Not A Real Company 2 Productions Inc.
Note of Love Productions
Novellette's Productions Inc.
NR3 Productions Inc.
Nylon Productions Ltd.
O
OCP Productions Ltd.
Odessa 13 Productions Inc.
Officer M Films Inc.
OP Swap Inc.
OP Vogue Inc.
Ophelia Productions (Ontario) Inc.
Orphan Black Productions Limited
Orphan Black II Productions Ltd.
Orphan Black III Productions Ltd.
Orphan Black IV Productions Limited
Orphan Black V Productions Limited
Our Fathers Productions Limited
P

P2 Productions Canada Inc.
P2 Productions Canada Ltd.
Pacifier Productions Ltd.
Particular Skills CN Inc.
Peel Weight Productions Inc.
Perfect Strangers Prod. Inc.
Perfect Strangers Productions Inc.
Phase One Movie Ltd.
Playing House Productions Inc.
Poe Films A Division of Hannah-Rachel Production Services Limited
Port Hope Pilot Productions, Inc.
Portal Films, a Division of Hannah-Rachel Production Services Limited
Prey Film Productions API Inc.
Pride of Lions Films Inc.
Princessa Productions Ltd.
Privet Pictures Inc.
PTG Productions Ontario Inc.
Q
Queen of Sheba Productions Inc.
Queen of the Night Films Inc.
QVF 2007 Productions Inc.
QVF Fairfield Productions Inc.
R
Rag-TV 2 Inc.
Rag-TV 3 Inc.
Rag-TV Inc.
Ransom Television Productions Inc.
RCAN Productions Ltd.
R-Caro Productions Ltd.
Really Me Productions Inc.
Really Me Productions (Season II) Inc.
Recon Films, A Division of WBTv Canada Production Services Inc.
Regression Canada Inc.
Reign Productions Inc.

Reign II Productions Inc.
Reign III Productions Inc.
Reign IV Productions Inc.
Rekall Productions Ltd
Remedy Season One Inc.
Remedy Season 2 Inc.
Re-Memory Productions Ltd.
Revamped II Productions Inc.
Revolution Erie Productions Ltd.
Revolution Leaf Productions Ltd.
Rhombus Media (Antiviral) Inc.
Rhombus Media (Blindness) Inc.
Rhombus Media (Enemy) Inc.
Rhombus Media (Skin) Inc.
Rhombus Media (Smelly Fish) Inc.
Richmond St. Films Inc.
Richmond St. Films II Inc.
Richmond Street Films II Inc.
RL (Gen One) Canada Inc.
Rocan Productions Ltd.
Rockingham Productions Ltd.
Rocky Horror Productions Ltd.
Rookie Blue Five Inc.
Rookie Blue Four Inc.
Rookie Blue Three Inc.
Rookie Blue Two Inc.
Roxy Hunter 3 & 4 Productions Inc.
Rupture Productions Inc.
Russell Films Inc.
S
Sagia Productions Inc.
Salem Productions API Inc.
Sam Films Inc.
Saving Grade Productions Inc.
Saving Hope Productions 1 Inc.
Saw III Productions Canada, Inc.
SC Productions Ont. Inc.
Schitt's Creek 3 Inc.

Scott Pilgrim Productions Inc.
Screen Door (MVP) Productions Inc.
Secret Life Productions Inc.
Servitude Productions Inc.
Session I Productions Limited
Session Productions Limited
Seymour & From Productions 2 Inc.
Seymour & From Productions Inc.
Shade P1 Productions Inc.
Shades of Black Prods. Inc.
Shades of Black Productions Inc.
Shadowhunters TV Inc.
Shaftesbury Aaron Stone Inc.
Shaftesbury Baxter I Inc.
Shaftesbury Dark Oracle II Inc.
Shaftesbury Digital 1 Inc.
Shaftesbury Films Inc.
Shaftesbury Good Dog Inc.
Shaftesbury Good Dog II Inc.
Shaftesbury Good Times Inc.
Shaftesbury H & D Inc.
Shaftesbury HFTH Inc.
Shaftesbury High Court 1 Inc.
Shaftesbury Jane Show I Inc.
Shaftesbury Lifetime 2007 Inc.
Shaftesbury Listeners Inc.
Shaftesbury Listener I Inc.
Shaftesbury Listener II Inc.
Shaftesbury Listener III Inc.
Shaftesbury Listener IV Inc.
Shaftesbury Listener V Inc.
Shaftesbury Murdoch I Inc.
Shaftesbury Murdoch II Inc.
Shaftesbury Murdoch III Inc.
Shaftesbury Murdoch IV Inc.
Shaftesbury Murdoch V Inc.
Shaftesbury Murdoch VI Inc.
Shaftesbury Murdoch VIII Inc.
Shaftesbury Murdoch X Inc.

Shaftesbury Mysteries VIII Inc.
Shaftesbury Overruled II Inc.
Shaftesbury Overruled III Inc.
Shaftesbury Plato Inc.
Shaftesbury Regenesi I Inc.
Shaftesbury Regenesi II Inc.
Shaftesbury Regenesi III Inc.
Shaftesbury Rise Up Inc.
Shaftesbury Services Inc.
Shaftesbury Services II Inc.
Shaftesbury Vacation Inc.
She's The Mayor Productions Inc.
She-Wolf Season I Productions Inc.
She-Wolf Season II Productions Inc.
She-Wolf Season 3 Productions Inc.
Shimmer Lake Productions Inc.
Shoot The Messenger Productions 1 Inc.
Sienna Films Productions VII Inc.
Sienna Films Productions VIII Inc.
Sienna Films Productions XII Inc.
Silent Hill 2 DCP Inc.
Silent Hill DCP Inc.
Silent Witness Productions API Inc.
Skins I Productions Inc.
Skins II Productions Inc.
Skins Productions Inc.
Skinwalkers DCP Inc.
SL4 Productions Inc.
Slanted Films, a division of Shawn Danielle Production Services Limited
SLS Productions Canada Inc.
SLU Productions Inc.
Soe Films Inc.
Sold Pictures Inc.
Sophie Films 2009 Inc.
SP Canadian Film Productions Inc.
Splice (Copperheart) Productions Inc.
Split D Films Inc.
Spotted Cow Productions Inc.

Spotted Cow Productions Ltd.
Spun Out Productions Inc.
Stage 49 Ltd.
Stage Fright Film Production Ltd.
Starmaps Productions Inc.
Startlet Productions Inc.
Stay With Me Productions Inc.
Still Seas Productions
Stopher Productions Ltd.
Strain Can Productions Inc.
Strain Can II Productions Inc.
Strain Can IV Productions Inc.
Streak Productions Inc.
Strip Productions Inc.
STS Productions I Ltd.
Stupid Zebra Productions Inc.
Sullivan Entertainment
Summer Camp Productions Ltd.
Sunshine Sketches Productions Inc.
T
T5 Mirror Productions Inc.
Talk To Me Productions Inc.
TCAN Productions Ltd.
Temple Dance Productions Limited
Temple Dance II Productions Limited
Temple Dance III Productions Limited
Temple Dance IV Productions Limited
Temple Dance V Productions Limited
Temple Music Room Productions Limited
Terrific Trucks Productions Inc.
THC Productions Ontario Inc.
The Call Productions Inc.
The Firm Television Productions Inc.
The Inspiring Grizzlies Inc.
The Note API Inc.
The Pits Inc.
The Play AKA DC Productions (Ontario) Inc.

The Poet Inc.
The Stanley Dynamic II Inc.
The Strip Productions Inc.
The Thing Films Inc.
The Wanting Film Inc.
Then Again Productions Services Inc.
Third Act Productions Inc.
Three Inches Productions Ltd.
TJ Films Productions Inc.
Transam Productions Ltd.
TV for Noobs Productions
U
UHP Productions Ltd.
Ultra Productions Inc.
Undercover Rogue 3 Productions Inc.
Unhistory Films
Unique Features (TMI) Inc.
Unstable Productions (API) Inc.
UPI Road 2010 Inc.
V
Verite Productions Inc.
Victor Movie Prod. Inc.
Victoria Day Films Inc.
W
W. Girl Productions (Muse) Inc.
Warm Cases Ltd.
WBK Productions Inc.
Weeping Willow Productions Ltd.
Whiskey Business Productions Inc.
Whistleblower (Gen One) Canada Inc.
White Commission Ltd.
Whizbang Films Inc
Wingin' It Cycle III
Wingin' It II Productions Ltd.
Wingin' It III Productions Ltd.
Wisegirl Films Inc.

Wish List Pilot Productions Inc.
Witch Movie Ontario Inc.
Witch Productions Inc.
Wolves (Copperheart) Productions Inc.
Workin' Moms Productions ULC
Working on the Edge Productions Inc.
WUMM Productions Inc.
WWG Productions Inc.
X

XIII Series 2 Inc.
XIII Series Inc.
XIII Television Productions Inc.
Y
Yard (Series 1) Productions Inc.
Yellow Card Productions Inc.
Z
ZOS Productions Inc.

SCHEDULE “H”

LIST OF APPROVED PRODUCERS

(see Article 13 (b))

Aircraft Pictures Ltd.
Amaze Film & Television
Blue Ice Pictures
Boat Rocker Media
Breakthrough Entertainment
Buck Productions
Copperheart Entertainment Inc.
DHX Media Ltd.
Don Carmody Productions Inc.
Dufferin Gate
E1 Entertainment - Television
Epitome Pictures Inc.
First Generation Films
Fresh TV Inc.
Hideaway Pictures Inc.
Indian Grove Productions Ltd.
Lions Gate Entertainment Corp.
Muse Entertainment Enterprises Inc.
Pier 21 Films Ltd.
Pink Sky Entertainment
Prodigy Pictures
Prospero Pictures
QVF Inc.
Rhombus Media
S & S Productions Inc.

Screen Door Inc.

Serendipity Point Films

Shaftesbury Films

Temple Street Productions

The Nightingale Company

White Pine Pictures

Whizbang Films Inc.

SIDE LETTER No.1

PRODUCTIONS MADE FOR NEW MEDIA

This confirms the understanding of IATSE Local 411 and the Producer concerning the terms and conditions which the Producer may elect to apply to the production of entertainment motion pictures of the type that have traditionally been covered under the Collective Agreement which are made for the Internet, mobile devices, or any other new media platform in existence as of January 1, 2010 (hereinafter collectively referred to as “New Media”).

The parties mutually recognize that the economics of New Media production are presently uncertain and that greater flexibility in terms and conditions of employment is therefore mutually beneficial. If one or more business models develop such that New Media production becomes an economically viable medium, then the parties mutually recognize that future agreements should reflect that fact.

This Sideletter applies to the production of certain types of programs intended for initial use in New Media and does not cover work involved in the selection of content for, design or management of any website or any other New Media platform on which productions made for New Media appear.

A. Terms and Conditions of Employment on Derivative New Media Productions

A “Derivative New Media Production” (hereinafter collectively referred to as “Derivative Production”) is a production for New Media based on an existing dramatic television motion picture covered by the Collective Agreement that was produced for “traditional” media – e.g., a free television, basic cable or pay television motion picture (‘the source production’) – and is otherwise included among the types of motion pictures traditionally covered by the Collective Agreement.

Members may be engaged by a Producer and assigned to a Derivative Production as part of their regular workday on the source production. The work for the Derivative Production shall be considered part of the workday for the Members on the source production and shall trigger overtime if work on the Derivative Production extends the workday on the source production past the point at which overtime would normally be triggered on the source production. All other terms and conditions, including fringe benefits, shall continue as if the Member were continuing to work on the source production.

In all other situations, terms and conditions of employment are freely negotiable between the Member and the Producer, to the extent permitted by applicable law, except for those provisions identified in Paragraph C. below, and provided that the Producer and Member cannot negotiate wages and overtime less than the minimums provided by applicable law for Members not covered by a collective agreement.

B. Terms and Conditions of Employment on Original New Media Productions

Terms and conditions of employment on Original New Media Productions are freely negotiable between the Member and the Producer, to the extent permitted by applicable law, except for those provisions identified in Paragraph C. below, and provided that the Member and Producer cannot negotiate wages and overtime less than the minimums provided by applicable law for Members not covered by a collective agreement.

C. Other Provisions

(1) Fringe Rates

The aggregate fringe rate payable for retirement benefits, health and welfare, and vacation pay on covered New Media Productions shall be ten percent (10%) of straight time earnings only. The Union shall allocate the percentage among the aforementioned fringe categories. The Producer is not required to make retirement benefits, health and welfare, and vacation pay contributions on behalf of any Member who has been issued a work permit, provided that proof of payment to such Member's applicable IATSE retirement benefits and health and welfare is provided to the Union. The CMPA administration fee as per Article 12 (f) shall also apply.

(2) Grievance and Arbitration

The provisions of Article Nineteen of the Collective Agreement, "Settlement of Disputes" shall apply.

(3) Staffing

It is expressly understood and agreed that there shall be no staffing requirements on New Media Productions and that there will be full interchange of job functions among Members, so that a single Member may be required to perform the functions of multiple job classifications covered hereunder.

(4) No Strike, No Lockout

The provisions of Article Two, Recognition and Scope of Agreement, of the Collective Agreement shall apply.

(5) Dues

The provisions of Article Seven (h), Union Personnel, of the Collective Agreement shall apply.

(6) Layoff, Termination of Employment and Replacement

The following provisions of the Collective Agreement shall apply to all Members engaged on New Media Productions: Article One paragraph (c) "Authorized Representative" and Article Eighteen, Discipline, Layoff and Dismissal.

(7) No Other Terms Applicable

Except as expressly provided in this Sideletter, no other terms and conditions of the Collective Agreement shall be applicable to Members engaged on New Media Productions.

D. Sunset Clause

The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of New Media Productions are in the process of exploration, experimentation and innovation. Therefore, the provisions of this Article shall expire on the termination date of the Collective Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of New Media Productions. The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.